



Poistovňa

GENERAL INSURANCE CONDITIONS OF INDIVIDUAL TRAVEL INSURANCE VPPICP/0619

valid from 01.06.2019

Introductory provision

Individual travel insurance arranged by Union poisťovňa, a. s., corporate ID 31 322 051, is subject to the relevant provisions of the Civil Code (Act No. 40/1964 Coll. as amended), to these General Insurance Conditions of Individual Travel Insurance VPPICP/0619 (hereinafter referred to as the "Insurance Conditions") and to the insurance policy.

PART A GENERAL PART

Article 1 Definition of terms

For the purposes of the insurance, the following terms shall apply according to these Insurance Conditions:

Acute disease	a disease that arose suddenly over the course of the insurance duration, and which by its nature directly threatens the life or health of the insured person independently of his/her will, and which requires essential and/or urgent medical treatment. The following are not considered acute disease: <ul style="list-style-type: none">- a disease whose treatment began before the start of the insurance- a disease that had manifested before the start of the insurance, even if not medically examined or treated
Luggage	the sum of all personal belongings that the insured person took with him/her for the journey and stay corresponding to the given purpose and length of the trip and stay, and personal belongings purchased by the insured person during the journey and stay
Luggage compartment of a motor vehicle	the space of a motor vehicle intended for carrying luggage, which is a part of it, as well as a removable and lockable luggage compartment placed on the motor vehicle roof. The space in the interior of a motor vehicle is not considered to be a luggage compartment
Valuables	valuables (stamps, meal vouchers, revenue stamps, etc.), securities, deposit and cheque books, payment cards and other similar articles, precious metals and any articles made from them, loose pearls
Net financial damage	other demonstrable financial damage to the aggrieved party, expressible in money that was not incurred in connection with damage to health, life and/or to things
Upper timberline	a tree line defined by the upper limit of firmly continuous tree growth representing a transition between forest and non-forest growth
Mountain leader	a person with a valid international UIAGM-IVBV-IFMGA certificate issued by the Union of International Mountain Leader Associations
Disease	a physical or mental disorder of the insured person, if listed in the International Statistical Classification of Diseases and Related Health Problems as established by the World Health Organisation (WHO)
Protected area	a room, building (or part thereof)
Chronic disease	a long-term, persistent disease
Subsequent property damage	other demonstrable financial damage to the aggrieved party, such as damage to health and to things, expressible in money that would not have been incurred had the damage not happened
Jewellery	things always handmade that serve decorative purposes, made from gold, platinum, silver, gemstones, pearls, etc.
Theft	the case where an offender overcomes an obstacle and appropriates an insured thing in the following way:

	<p>(a) enters a protected area by overcoming its security using tools that are not intended for opening it properly</p> <p>(b) gets into a protected area by force in a way other than through a door</p> <p>(c) hides in the protected area and, after it has been locked, seizes the insured thing. This procedure of the offender must, though, be proven in subsequent criminal proceedings.</p> <p>(d) opens the protected area using an original key, a legally produced duplicate, lock code, access card, etc., that was seized by theft or burglary.</p> <p>Pursuant to these Insurance Conditions, theft shall not mean the case where an offender appropriates an insured thing in cases where an obstacle has not been overcome (with the exception of point (d)).</p>
Manual work	<p>construction and assembly work; construction work, including supervision; work at heights, on facades of houses, cranes; work with caustics, poisons, easily flammable explosive or infectious substances, including laboratory work; work in dry cleaning; mining and metallurgical work; work on drilling / oil platform; work in a quarry, cement works, lime works, rubber works; boring tunnels or shafts; printing works; agricultural, forestry and railroad work; tree cutting; butchery; nuclear work; demolition and cleaning of explosives; unloading and loading of ships, lorries or other means of transport; servicing, repair or installation of machinery (other than computer technology); electrical installation work; working or processing of wood, metal, iron, glass, plastic, stone or leather; well drilling; boat fishing; work in security services, including the protection of persons, work in the police and armed forces; firefighting; detective work; professional soldier; stuntman; artist work; alpine carrier; mountain leader; volcanologist; speleologist; rescue work (including emergency medical crew); veterinary work; animal taming; animal nursing; work in the field of catering services or activities of the same nature, nature or focus</p>
Motor vehicle	<p>is a self-contained non-rail vehicle with its own propulsion, as well as other non-rail vehicle without own propulsion with an issued vehicle registration certificate, vehicle technical certificate, or other similar licence</p>
Acquisition cost	<p>the price for which the insured thing was acquired</p>
Wilful negligence	<p>an action or omission of action about which the person knew that it may cause damage, but reckoned, without reasonable grounds for doing so, that the damage will not happen. Wilful negligence shall also mean such action or omission of action about which the person did not know that it may cause damage, though with regard to the situation and his/her personal circumstances, the person could and should have known. Wilful negligence shall also mean entrusting an untrained person with operating the insured thing.</p>
Data carriers and record carriers	<p>data memories for storing machine readable data that is not a fixed component of computer technology, e.g. floppy disks, optical disks, memory cards, magnetic tapes, etc. Pursuant to these Insurance Conditions, cameras shall not be considered external data carriers.</p>
Ordered service	<p>(a) a pre-booked stay including accommodation in one accommodation facility of any category and class, including tent, caravan and private accommodation</p> <p>(b) pre-booked transport marked in the insurance policy</p> <p>An ordered service shall be considered to mean also a pre-booked combination of services referred to under points (a) and (b), where such combination of services may include also other services that are not complementary to transport or accommodation, for example catering, a social-cultural programme, recreation-sports programme or study programme, if they are offered for a surcharge together with the transport and accommodation, or if they are sold for a sum price together with the transport and accommodation, and if this service is provided for longer than 24 hours, or if it includes overnight accommodation.</p> <p>An ordered service shall not be considered to mean a combination of services sold to another enterprise for the purpose of its further business, sale of entry tickets to cultural, sports and other events, or the sale of guide services. Insurance shall also not be considered an ordered service.</p>
Valuation table	<p>a list of physical injuries and percentage rates of any compensation needed for calculating the insurance indemnity for permanent consequences of an accident. The valuation table forms Annex 1 to these Insurance Conditions.</p>
Recurrent disease	<p>a disease that is not chronic but repeats multiple times</p>

Beneficiary	a person who, in consequence of an insured event, becomes entitled to insurance indemnity; in the case of accident insurance (Part E of these Insurance Conditions), the beneficiary in the case of death of the insured person is determined under § 817 (2) and (3) of the Civil Code
Partner	a contractual partner of the insurer for the provision of assistance services abroad
Insurer	Union poisťovňa, a. s., corporate ID: 31 322 051, entered in the Commercial Register of Bratislava III City Court, Section: Sa, entry no. 383/B
Insured	the natural person stated in the insurance policy who is entitled to insurance indemnity. The insured, for Parts J, D and for Article 1(2)(b) and (3) of Part I of these Insurance Conditions is the natural person whose damage liability is covered by the insurance.
Policy duration	the duration of the insurance agreed in the insurance policy
Insurance period	the time period agreed in the insurance policy for which the current premium is paid
Premium	the financial amount agreed in the insurance policy that the policyholder must pay to the insurer for covering the insurance risk
Indemnity	the financial compensation that the insurer is obliged to pay under these Insurance Conditions and insurance policy, in the case of the insured event occurring to the insured person, on account of the insured, or to the beneficiary
Policyholder	a natural or legal person who concludes the insurance policy with the insurer and is required to pay the premium. The insured person and the policyholder may be the same person.
Service provider	a legal or natural person who sells a service to the insured person
Damage to a thing	a change in the condition of a thing, which may objectively be eliminated by economically expedient repair or reconstruction, or a change in the condition of a thing, which may objectively not be eliminated by economically expedient repair, though it is possible to further use the thing for its original purpose
Article of historical value	articles whose value is given by the fact that they have a relationship to historical events or to historical figures
Article of artistic value	paintings, other works of fine art, decorative and utility articles of branded glass or porcelain, tapestries or other articles whose value is given not just by their production cost, but also their artistic value or their nature of being a unique piece
Reasonable expenses	the price of a repair to a thing or part thereof that is customary at the time and place of the insured event
Overcoming an obstacle	the forcible removal of a barrier protecting an article from theft. The following shall not be deemed to mean overcoming a barrier: - use of original key, legally produced duplicate, lock code, access card, etc. - overcoming a portable locking system (padlock, bicycle lock, ...)
Extreme sports	any sports whatsoever performed in the framework of preparation for a competition or in the framework of a competition (professional or amateur) and - individual and collective winter sports. Extreme sport shall in this case not be considered to mean skiing, snowboarding, cross-country skiing and skibob riding operated on the marked routes, recreational ice skating and recreational sledging. - athletic disciplines, - ground and water team sports done using sports equipment - individual sports that are a combination of several sports disciplines - cycling sports (with the exception of recreational cycling and cycle touring on marked trails), - motoring disciplines on any surface - equestrian sports - hunting, fishing and shooting sports - combat and strength sports and body shaping sports (other than recreational fitness training in a fitness centre) - air sports and disciplines including any jumps and parachuting, - any jumps whatsoever from heights and sailing in free space - hiking, sports and disciplines in which there is used any component whatsoever of climbing gear (rope, harness, chest harness, helmet, carabiner, staple, etc.), including via-ferrata of any degree of difficulty without altitude limitation and hiking on unmarked roads without altitude limitation,

Extreme sports	<ul style="list-style-type: none"> - any type of diving (except recreational snorkelling) - expeditions to places with extreme climatic or natural conditions or large uninhabited areas (desert, open sea, polar regions, etc.) - sports using acrobatic features including trampoline jumps and stunts - water, land and air sports using any type of surf, paddle board, water ski, skateboard, and / or where motor boat towing is required or movement is accomplished by the use of wind power and wild water sports, - land yachting, sailing (offshore) - speleology - firefighting sport (including rescue corps training) - other water, land and air adrenaline and extreme sports not listed above, if they are considered adrenaline and extreme sports according to publicly available information
Antiques	objects of fine art, finecraft art, and utility art nature having historical value (bearing a special seal of the period or author); antiques shall be deemed to mean also articles of a technical nature that in time recorded progress, but have been superseded through development
Cancellation fee	<p>a contractual penalty charged by a service provider to the insured person on the basis of cancellation conditions applicable to the ordered service in the event that the insured person cannot use the pre-booked service for reasons set out in Part F(2) of these Insurance Conditions, reduced by costs for travel insurance of the insured person and for insurance for the event of the travel agency going bankrupt. The cancellation fee shall also be deemed to mean a contractual penalty that the service provider charges to the insured person for:</p> <ul style="list-style-type: none"> - a change of the date on which the pre-booked service was to have been provided and which is stated on a document confirming its booking, or - a change of the person to whom the pre-ordered service was to have been provided and who is stated on a document confirming the booking of the service.
Cancellation of service	a written notification by the insured person on the non-use of an ordered service for reasons listed in Part F(2) of these Insurance Conditions, delivered to the service provider, in consequence of which the insured person incurs the obligation to pay the service provider a cancellation fee
Loss of a thing	the situation when the insured person or the aggrieved party independently of the will loses the possibility to materially dispose with a thing, does not know where the thing is, or whether the thing still even exists
Damage event	<p>a random event in consequence of which there arose damage to health, to life or to property and which could give rise to a claim for insurance indemnity. A damage event for Part B of these Insurance Conditions is the death of the insured person or a change in his/her health status in consequence of an accident or acute disease. A random event shall be understood to mean an event that the insured reasonably assumed could happen but at the time of concluding the insurance did not know when it will happen, or whether it will happen at all; the moment of damage to health shall be deemed to mean, in the case of an accident, the moment of sudden violent action of an external force that damaged health, in the case of a disease when the occurrence of the disease is confirmed by a physician; if death has occurred in consequence of an accident or disease, the moment of damage occurring shall depend on the moment of occurrence of the disease or accident that was the cause of death.</p>
Technical value of the insured thing	the default value of the insured property reduced by the value of wear
Emergency situation	<p>the following event in mountains is considered an emergency situation:</p> <ul style="list-style-type: none"> - setting lost and stuck in difficult terrain - light injury, accident or fatigue - serious injury or accident with inability to continue walking - avalanche - missing
Fatigue	the physiological condition of a person caused by excessive physical stress on the organism in consequence of inadequate adaptation to the difficulty of the activity performed through his/her physical and psychological capabilities, making it impossible for the insured person to continue in further performance of this activity

Accident	an accident shall mean an event independent of the will of the insured person that through the action of unexpected, sudden and uninterrupted external forces or external influences, other than the action of microbial poisons and immunotoxic substances, caused an objectively detectable or visible damage to health, bodily harm or death
A thing left under supervision	an insured thing that is constantly supervised by the insured person or a person authorised by him/her and who is constantly present near such thing
Water from water piping	water, other liquid or vapour that escaped from its containment from: <ul style="list-style-type: none"> - permanently installed water piping equipment or tanks - central, floor or remote heating - a supply or discharge pipe - fire sprinkler
Water piping equipment	supply or drainage piping for water, vapour or other liquids. Any outdoor rainwater duct shall not be considered water piping equipment.
Rescue expenses	expenses expediently incurred and proven that the insured person and/or aggrieved party incurred in preventing the occurrence of an imminent insured event or in mitigating the consequences of damage already incurred
Collection	articles of the same kind in the field of nature, human activity, mostly specialised according to certain criteria such as type, processing, theme, time, local and author's origin, etc. that are intentionally and systematically collected and stored, or processed. A collection shall be deemed to mean at least a minimum of three articles of one kind.
Marked trail	a path in terrain marked by a standardised hiking mark, spa sign or educational trail sign or a bar marking; a hardened road or pathway without marking shall also be considered a marked trail. If the trail above the upper timberline is covered in snow and lacks bar marking, it shall not mean a marked trail. The upper timberline is determined by the last continuous tree line growth.
Destruction of a thing	a change in the condition of a thing, when the thing can no longer be used for the original purpose and it is not possible to restore the thing to its original purpose. A thing in the case of which the expenses for repair or reconstruction would exceed the technical value of the thing at the time immediately before the damage occurring shall be considered destroyed.
Natural disaster	fire, lightning strike, explosion, fall of aircraft, storm, hail, inundation, flood, avalanche, landslide, collapse of rocks and soils, earthquake, overloading with snow or icing, fall of trees, poles and other objects. A change in water level at a shore due to tidal effects shall not be considered a natural disaster. The natural movement of water (undulation of the water surface) shall also not be considered a natural disaster.

Article 2 Subject of insurance

1. In the framework of individual travel insurance, it is possible to arrange:
 - a) medical insurance abroad (Part B of these Insurance Conditions)
 - b) assistance services abroad (Part A, Article 15 of these Insurance Conditions)
 - c) luggage insurance (Part C of these Insurance Conditions)
 - d) general liability insurance (Part D of these Insurance Conditions)
 - e) accident insurance (Part E of these Insurance Conditions)
 - f) cancellation insurance for an ordered service (Part F of these Insurance Conditions)
 - g) insurance of technical assistance costs for rescue action (Part G of these Insurance Conditions)
 - h) insurance of Mountain Rescue Service costs (Part H of these Insurance Conditions)
 - i) pet insurance (Part I of these Insurance Conditions)
 - j) holiday household insurance (Part J of these Insurance Conditions)
 - k) insurance of unexpected hospital stay (Part K of these Insurance Conditions)
 - l) electronic equipment insurance (Part C of these Insurance Conditions)
 - m) travel documents insurance (Part C of these Insurance Conditions).
2. The types of insurance arranged are specified in the insurance policy.
3. The insurer has the right to pre-determine rules on the combinability of insurance referred to in point (1) of this Article.

Article 3 Insured persons and risk groups

1. Individual travel insurance can be arranged with the following risk groups:
 - a) tourist
 - b) tourist - person above 70 years of age
 - c) tourist - foreigner
 - d) sport
 - e) sport - person above 70 years of age
 - f) manual work
 - g) carrier (professional driver)
2. If the insurance policy arranges insurance for the risk group identified as a **tourist** or **tourist – person above 70 years of age** or **tourist – foreigner**, the insurance relates to persons who over the duration of the policy do not perform extreme sports and do not perform manual work.
3. If the insurance policy arranges insurance for the risk group identified as **sport** or **sport – person above 70 years of age**, the insurance shall apply to persons referred to in point (2) of this article identified as a **tourist** or **tourist – person above 70 years of age** and to persons who perform an extreme sport. If the insurance policy arranges insurance for the risk group identified as **tourist – foreigner** and the damage event occurs when performing extreme sports, the insurer shall not provide insurance indemnity.
4. If the insurance policy arranges insurance for the risk group identified as **manual work**, the insurance shall apply to persons referred to in point (2) of this article identified as a **tourist**, point (3) of this article identified as **sport**, and to persons who perform manual work. If the insurance policy arranges insurance for the risk group identified as **tourist – foreigner** or **tourist – person above 70 years of age** or **sport – person above 70 years of age** and the damage event occurs when performing manual work, the insurer shall not provide insurance indemnity.
5. If the insurance policy arranges insurance for the risk group identified as **carrier**, the insurance shall apply to professional drivers, and this also in the case where they perform unloading and loading of trucks and who, during the insurance period, do not perform extreme sports.
6. If the insurance policy arranges insurance for the risk group identified as **tourist** or **tourist – person above 70 years of age** or **tourist – foreigner** or **carrier** and the damage event occurs when performing extreme sports or when performing manual work, the insurer shall not provide insurance indemnity.

Article 4 Policy duration, insurance validity period and method of concluding the insurance policy

I. Policy duration and insurance validity period

1. The policy duration is the period of duration of the insurance that is arranged in the insurance policy. The insurance is concluded for a fixed period.
2. The insurance starts at the zero hour of Central European Time on the day indicated in the insurance policy as insurance valid-from date.
If the day of the start of the insurance is identical to the day of concluding the insurance policy, the insurance begins at the time stated in the insurance policy.
The insurance ends on the 24th hour of Central European Time on the day stated in the insurance policy as insurance valid-to date.
3. In the case of cancellation insurance for an ordered service, the insurance begins on the day following the day of concluding the insurance policy, provided that the insurance policy was concluded no later than 2 working days after the day of the binding booking of the service, and ends on the day of the commencement of the journey leading to using the ordered service, where the commencement of the journey means:
 - a) in the case of transport organised by the ordered service provider – the day and time of departure of the means of transport designated by the ordered service provider from the place specified by the ordered service provider,
 - b) in the case of individual transport – the day and time specified by the ordered service provider for arrival to the first accommodation facility in which the insured person has accommodation booked.
 Cancellation insurance for the ordered service ends on the day of cancellation of the ordered service by the insured person at the ordered service provider.
The day of the binding booking of a service shall be considered to be:
 - the day stated on the document confirming the booking of the service from its provider as the date of booking the service,

- the day when the price, or part thereof, for the ordered service was paid.
- In the case that these dates differ, the date of booking the service shall be that which occurred earlier. If the insurance policy was concluded more than 2 working days after the day of the binding booking of the service, the cancellation insurance for the ordered service shall not apply to this service.
4. The policy duration is automatically extended in the case that the insured person cannot return to their home country on the originally anticipated date, because of:
 - suffering an accident or acute illness,
 - strike or bankruptcy of the carrier,
 - terrorist act,
 - natural disaster,
 - a change to the planned departure of the means of mass transport from abroad due to an incident,
 In such case, the insurance ends upon the insured person's return to their home country, the insurance ends, though, no later than upon the expiry of the fifth day after the arranged end of the insurance (the date stated in the insurance policy as insurance valid-to date).

II. Conclusion of an insurance policy by means of distance communication

1. Insurance under these Insurance Conditions may be concluded also by means of distance communication.
2. The policyholder shall communicate to the insurer the application to conclude an insurance policy by means of:
 - a) filling out the form on the insurer's website or its contractual partner's website,
 - b) telephone,
 - c) e-mail or SMS text sent to the insurer.
3. The draft insurance policy on individual travel insurance is presented to the policyholder by the insurer by means of distance communication depending on the manner of submission of the request to conclude an insurance policy, as follows:
 - a) by means of the form on the insurer's website or its contractual partner's website in the case of communication of the application to conclude an insurance policy under this paragraph, point (2)(a) of this article,
 - b) by means of e-mail or SMS text in the case of communication of the application to conclude an insurance policy under this paragraph, point (2)(b) and (c) of this article.
4. The insurance policy is concluded:
 - a) in the case of the submission of the draft insurance policy under this paragraph point (2)(a) and point (3)(a) of this article, as at the moment of remittance of the premium to the insurer's account, whilst the policyholder is obliged to remit the insurance premium no later than on the day specified in the draft insurance policy as the insurance valid-from date (the last day of the term for accepting the draft proposal). The day of the remittance of the insurance premium shall be the day when the premium is debited from the policyholder's account in favour of the insurer's account. If the premium is not debited from the policyholder's account no later than on the last day of the term for accepting the draft proposal, the insurer shall not be bound by its draft proposal, and this draft proposal shall lapse upon the expiry of the term for its acceptance.
 - b) in the case of submission of the draft insurance policy under this paragraph, point (2)(b) or (c) or point (3)(b) of this article, as at the moment of remittance of the premium to the insurer's account, whilst the policyholder is obliged to remit the insurance premium no later than on the day stated in the draft insurance policy as the insurance valid-from date (last day of the term for acceptance of the draft proposal). The day of remittance of the insurance premium shall be the day when the premium is debited from the policyholder's account in favour of the insurer's account. If the premium is not debited from the policyholder's account no later than on the last day of the term for accepting the draft proposal, the insurer shall not be bound by its draft proposal, and this draft proposal shall lapse upon the expiry of the term for its acceptance.
5. In the case that the policyholder fails to remit the premium to the insurer's account within the term specified in point (4) of this article, the insurer shall not be bound by its draft proposal to conclude the insurance policy and the insurance policy shall not be validly concluded.

Article 5

Insurance premium and payment method

1. The premium is set according to the extent of insurance and risk assessment and its amount is stated in the insurance policy.
2. The premium is a single sum and is paid in a lump sum for the entire policy duration, unless agreed otherwise in the insurance policy. The premium is payable on the day of concluding the insurance policy.

In the case of insurance concluded by means of distance communication (Article 4, paragraph I of this part of the Insurance Conditions), the policyholder is required to remit the premium to the insurer's account no later than on the day stated in the draft insurance policy as the insurance valid-from date.

3. The insurer is entitled to the premium for the period from the start up until the end of the insurance. If the reason for the insurance lapses before the expiry of the period for which the single-sum premium was paid, the insurer shall, on the basis of a request by the policyholder, refund the remaining part of the premium (the unused premium), provided that the premium refund concerns 7 or more days of the policy duration and provided that the insured event has not occurred. From the unused premium, the insurer shall deduct €3.30 for each insurance policy to cover costs associated with the conclusion and administration of the insurance policy.
The insurer shall refund the unused premium pursuant to this point only in the case that the insured person requested the refund of the premium no later than 2 days from the day when the reason for the insurance lapsed. In the case that the insurer has concurrently issued a confirmation pursuant to Part B, Article 7 of these Insurance Conditions, the insured person is entitled to a refund of the unused premium only subject to submission of the original of this confirmation proving that the entity who requested this confirmation is informed of the termination of the insurance.
In the event of the death of the insured occurring prior to the start of the insurance, the policyholder shall be entitled to a refund of the unused premium, if the policyholder is not the same person as the insured. If the policyholder and the insured are the same person, the beneficiaries pursuant to the Civil Code shall be entitled to the premium refund.
4. The insurance is subject to tax insurance pursuant to Act no. 213/2018 Coll. on insurance tax and on the amendment of certain acts. Insurance tax in the amount pursuant to applicable legislation is applied to the payment of the premium.

Article 6 **Territorial validity of the insurance**

1. The territorial validity of the insurance is agreed in the insurance policy, namely:
 - Czech Republic or
 - Europe or
 - World or
 - Slovak Republic.
2. If the territorial validity of the insurance has been agreed in the insurance policy as the "Czech Republic", this means that the insurance applies to insured events occurring in the Czech Republic, with the exception of cases where the insured person has permanent residence in the territory of the Czech Republic or is a participant of public health insurance in the Czech Republic.
3. If the territorial validity of the insurance has been agreed in the insurance policy as "Europe", this means that the insurance applies to insured events occurring in European states and in Turkey, Algeria, Morocco, Tunisia, Cyprus, Egypt, Israel, Jordan, Georgia, Armenia, Azerbaijan and in the European part of the Russian Federation, with the exception of the Slovak Republic, countries of permanent residence of the insured person and countries in which the insured person is a participant of public health insurance.
4. If the territorial validity of the insurance has been agreed in the insurance policy as "World", this means that the insurance applies to insured events occurring anywhere in the world with the exception of the Slovak Republic, countries of permanent residence of the insured person and countries in which the insured person is a participant of public health insurance.
5. If the territorial validity of the insurance has been agreed in the insurance policy as "Slovak Republic", this means that the insurance applies to insured events occurring in the Slovak Republic outside the place of the permanent or temporary residence of the insured person.
6. Insurance of Mountain Rescue Service intervention costs (Part H of these Insurance Conditions) applies to insured events occurring in the territory of the Slovak Republic in mountainous areas, in the territorial scope of the Mountain Rescue Service as set out in law governing the activity of the Mountain Rescue Service.
7. In the case that the territorial validity of the insurance is stated in the insurance policy as Czech Republic or Europe or World:
 - insurance of medical expenses abroad, assistance services abroad, luggage insurance, where this concerns an insured event under Article 3(1), (2), (4), (5), (6) or (7) of Part C of these Insurance Conditions, general liability insurance, insurance for technical assistance in a rescue action, pet insurance, unexpected hospital stay insurance, electronic equipment insurance and travel documents insurance, apply only to events that have occurred abroad,
 - luggage insurance and electronic equipment insurance, where this concerns an insured event under Article 3(3), Part C of these Insurance Conditions, accident insurance, cancellation insurance for

ordered service and holiday household insurance apply to events that have occurred in the territory of the Slovak Republic and/or abroad.

8. In the case that the territorial validity of the insurance is specified in the insurance policy as the Slovak Republic:
 - luggage insurance, general liability insurance, accident insurance, ordered service cancellation insurance, mountain rescue service costs insurance and holiday household insurance apply only to events that have occurred in the territory of the Slovak Republic.

Article 7 Insured sum

1. The insured sum is the sum that is the upper limit of the insurance indemnity for one insured event, unless stated otherwise in these Insurance Conditions or in the insurance policy.

Article 8 Excess charge

1. It is possible to arrange in the insurance policy a sum by which the insured person shall participate in the insurance indemnity for each insured event (excess charge).
2. If the parties have agreed an excess charge, the insurer shall deduct this in each insured event from the amount of the insurance indemnity that it is obliged to pay out to the insured person.

Article 9 Indemnity

1. If a right to a claim to insurance indemnity has arisen, the insurer is required to provide it no later than 15 days after the end of investigation necessary for ascertaining the extent of the insurer's obligation to indemnify.
2. If the investigation cannot be completed within one month from notification of the insured event, the insurer is required to provide the insured person an appropriate advance payment on the basis of a written request.
3. The insurer has the right to reduce the insurance indemnity by any premium owing.

Article 10 Obligations of the policyholder and the insured

1. The insured person is required to:
 - a) take care, as far as possible, that the insured event does not occur, not to violate regulations and contractual obligations intended for averting the insured event or reducing the risk of it occurring;
 - b) promptly notify the insurer or its partner of any event that might give rise to a legal claim to indemnity and follow their instructions;
 - c) as far as possible take all necessary and effective measures to mitigate the consequences of the damage incurred, or to prevent any increase in the damage incurred;
 - d) cooperate with the insurer to determine the cause and extent of the insured event;
 - e) give the insurer or the person authorised by the insurer all explanations and allow them to carry out the investigation necessary to establish the circumstances relevant to its obligation to provide indemnity and to submit to the insurer or the person authorised by the insurer the requested written documents and documents necessary for liquidation of the insured event;
 - f) secure against other parties the right to compensation for damage caused by the insured event.
2. The performance of other obligations may be agreed in the insurance policy.
3. Where the insured breaches the obligations referred to in this article or in the insurance policy or in Part B (6) (1), Part C (7), Part D (4), Part E (3), Part F (5), Part G (7), Part H (7), Part I (6), Part J (13), and Part K (6) hereof, and where such breach had a material effect on the occurrence of the insured event or the amount of the indemnity, or where such breach made it difficult to establish the reason for the indemnity, extent or amount of damage, or the indemnity could not be provided in timely manner, or where the insured contributed to the occurrence of the insured event or to an increase in its consequences, the insurer is entitled to reduce the indemnity accordingly up to 90%, depending on the impact of the breach and the extent of the insurer's obligation to indemnify.
4. If the policyholder or the insured breaches the obligations set out in this article or in the insurance policy and thereby causes the insurer an increase in costs incurred in relation to the conclusion, administration of the insurance policy and any liquidation of the insured event, the insurer shall have the right to have the sums of the costs incurred in this way reimbursed by the policyholder or the insured.

Article 11

Obligations of the insurer

1. Information that the insurer learns of when determining the insured's health status can only be used by the insurer for insurance purposes, except as provided for by generally binding legislation.
2. The insurer is required to:
 - a) discuss with the insured the results of investigation carried out with a view to establishing the extent and amount of the indemnity, or to notify the insured thereof;
 - b) allow the insured to view the documents obtained during the investigation of the insured's damage event; the insured, at his/her own expense, has the right to make copies or excerpts of such documents;
 - c) keep confidential the information concerning the insurance and that was disclosed upon concluding the insurance, its administration and liquidation of insured events; this does not apply in cases of legal information obligation and in cases where the insured person grants consent to the disclosure of such information.

Article 12

Exclusions from insurance

1. Individual travel insurance does not cover the cases when:
 - a) the insured event could have been foreseen, anticipated or had already been known of at the time of concluding the insurance policy;
 - b) the insured event occurred in connection with violation of safety regulations or measures and instructions of local authorities and members of police and military units aimed at maintaining the safety of persons in the given country;
 - c) the insured event occurred as a result of the insured's knowing participation in any rebellions, strikes, riots, terrorist acts as well as a result of violation of martial law conditions or as a result of war events;
 - d) the insured or beneficiary failed to comply with the safety regulations or lacked, at the time of the event, the relevant sporting equipment (helmet for riding a bicycle, skiing and snowboarding, jacket and helmet for watersports, etc.), or lacked the appropriate licence, such as driving licence, recreational scuba diving certificate, etc.;
 - e) the insured event occurred in connection with behaviour in which the insured or the person claiming the indemnity failed to comply with the legislation applicable in the given country.
2. Furthermore, the insurer shall not cover the costs of the insured or other persons associated with making any contact with the insurer or the insurer's assistance service.

Article 13

Expiry of the insurance

1. The insurance lapses through:
 - a) expiry of the policy duration;
 - b) refusal of the indemnity;
 - c) non-payment of premiums;
 - d) notice of withdrawal made by the insurer or the policyholder;
 - e) other methods under the Civil Code.
2. The insurance will expire through a written agreement of the parties on the date indicated in the agreement.
3. Insurance for an insured person will lapse on the day of the insured person's death.
4. The policyholder and the insurer have the right to terminate the insurance policy in writing within two months of its conclusion. The notice term is eight days; the insurance lapses upon expiry of this term.

Article 14

Special arrangements

1. Any income of the insurer, insured and beneficiaries arising from the insurance policy are subject to taxation in accordance with generally binding legal regulations applicable in the territory of the Slovak Republic. The Income Tax Act, as amended, lays down which types of insurance indemnities are exempt from income tax and other insurance-related tax requirements.
2. The insured will not share in any excess from the insurance premiums generated by the insurer over the course of its management of the insured persons' funds, and in the event of termination of the insurance, no claim for payment of the surrender value arises from this policy.

3. Manner of handling complaints

The policyholder or the beneficiary shall file complaints regarding the correctness and quality of the insurer's services in writing by post, in person at any of its workplaces or electronically (staznosti-up@union.sk or by means of the contact form on the website www.union.sk). The complainant shall be informed of the outcome of the complaint's handling by letter within 30 days of receipt of the complaint. In justified cases, the time limit for investigating and handling a complaint may be extended, but not to more than 60 days; the complainant shall be informed of the reasons for any later handling of a complaint. More information on how the complaints are handled is available at <https://www.union.sk/kontaktny-formular>. If the policyholder, the insured or the beneficiary is not satisfied with how the insurer has handled their complaint, or if they have not received a reply within 30 days of its submission, they have the right to file a petition to an alternative dispute resolution entity. The alternative dispute resolution entity is the Slovak Insurance Association (www.poistovaciombudsman.sk, e-mail: ombudsman@poistovaciombudsman.sk). A complete list of alternative dispute resolution entities is available on the website of the Ministry of Economy of the Slovak Republic www.mhsr.sk.

4. No of special conditions for withdrawal from an insurance policy may be arranged.

5. Serving of documents

- 5.1. Documents shall be delivered by means of
 - a) a postal licence holder
 - b) electronic means on the basis of a prior written agreement concluded by both parties on the manner of delivering documents and confirmation of their acceptance
 - c) in person.
 - 5.2. Documents shall be delivered to the policyholder and to the insured to the address specified in the insurance policy or to the address they communicated in writing to the insurer. The policyholder is obliged to notify the insurer of any change of address for postal delivery.
 - 5.3. Documents intended for the insurer are to be sent by the policyholder or the insured person to the insurer's registered office.
 - 5.4. The obligation to deliver a document to the policyholder or the insured person (the "addressee") shall be deemed fulfilled on the day when the addressee took receipt thereof or on the day when the addressee refused to take receipt of the document.
 - 5.5. If the addressee has not been reached, the document shall be held at the postal licence holder. If the addressee failed to collect the document within the holding period, the document shall be considered delivered on the day when it was returned to the insurer as undelivered.
 - 5.6. A document sent by means of a postal licence holder by means of registered post shall be deemed delivered only if the sender proves its delivery, or this delivery is confirmed by that party to whom it was addressed.
6. The insurer shall not provide insurance indemnity and shall not provide any other performance to an aggrieved party or to the insured person if the insurer would be exposed to a threat of fines, penalties, restrictions or prohibitions, arising from:
- a) commercial or economic sanctions of the European Union,
 - b) European Union law or regulations in force,
 - c) decisions of the United Nations,
 - d) valid legal regulations of the Slovak Republic.

Article 15

Assistance services abroad

1. The insured has the right to receive immediate telephone assistance in the case that they find themselves in a difficult situation abroad as a result of an accident, acute illness, theft or loss of travel document abroad, committing an offence or crime of wilful negligence, or if the insured person gets into an emergency situation abroad.
2. The insured person has the right to receive immediate assistance in the case that they find themselves in a difficult situation abroad as a result of an insured event under Part B of these Insurance Conditions. In such case, the insured person is entitled to the following assistance services:
 - where required by the insured person's health status:
 - a) informing the insured person about the healthcare facility he/she should go to;
 - b) ensuring medical treatment of the insured by a physician,
 - c) informing the healthcare facility about the manner of paying costs for health care provided.
 - selection of a healthcare facility appropriate to the insured's health status;
 - a) selection of a healthcare facility appropriate to the insured's health status;
 - b) ensuring the transfer of the insured person to such healthcare facility;

- c) continuous inquiring about the insured person's health status and checking the manner and course of treatment by the partner;
 - d) ensuring the transfer of the insured person to a more suitable healthcare facility in the case that the original healthcare facility is inappropriate to the insured person's health status;
 - e) ensuring the transfer of the insured person back to the home country (only to the Slovak Republic or to an EU country), if the insured person is unable for health reasons to use the originally anticipated means of transport;
 - f) informing the healthcare facility about the manner of paying costs for health care provided.
- o In the case of death of the insured person:
 - a) ensuring the transport of the insured person's remains to the place of funeral in the home country (only to the Slovak Republic or to an EU country).
3. The insured person is entitled to receive immediate assistance if they find themselves in a difficult situation abroad as a result of an insured event under Part C of these Insurance Conditions. In this case, the insured has the right to:
 - a) be informed about the nearest embassy of the Slovak Republic or representation according to the insured person's citizenship, to which they should turn in the case of needing issuance of a replacement travel document abroad.
 4. The insured person is entitled to receive immediate assistance in the case that they find themselves in an emergency situation abroad as a result of an insured event under Part G of these Insurance Conditions. In such case, the insured has the right to:
 - a) be informed about the organisation performing rescue activity;
 - b) arrangement of the performance of rescue activity;
 - c) having the rescue activity provider informed about the method of payment of costs for rescue activity provided.
 5. The insurer shall provide assistance services (insurance performance) on the basis of a spoken or written request by the insured.
 6. In the case that the insured person uses a partner for the provision of assistance services, the insurer undertakes to pay for the insured person the costs for their provision.

Part B
SPECIAL PROVISIONS FOR THE INSURANCE
OF MEDICAL EXPENSES ABROAD

Article 1
Subject and scope of insurance

1. The subject of the insurance are the necessary medical expenses specified in points (2), (3), (4) and (5) of this article arising in consequence of the insured person's death, injury or acute illness abroad, if the failure to provide immediate medical aid could directly jeopardise the life or health of the insured person and if these costs were charged to the insured person or for the insured person abroad (the "necessary medical expenses").
2. The insurer shall pay the necessary medical expenses pursuant to point (1) of this article for:
 - a) outpatient treatment, including prescribed medicines and prescribed medical aids and medical material for the fixation of parts of the body or for supporting walking
 - b) hospitalisation and medical treatment during hospitalisation, including prescribed medicines and prescribed medical aids and medical material for this fixation of parts of the body or for supporting walking, and this up to the moment when the insured person can, on the basis of the attending physician's consent, be transferred in accordance with the provisions of points (c) and (d) of this clause. In the case that a child younger than 18 years is hospitalised, the insurer shall cover accommodation costs for one accompanying close person at the healthcare facility where the insured child is hospitalised, though at maximum up to the date of the end of the insured child's hospitalisation.
 - c) transfer of the insured person to the nearest medical facility or transfer of the insured person from a medical facility back to an accommodation facility, if this is necessary from the medical point of view, or if it is not possible to use local public transport
 - d) transfer of the insured person back to their home country, if, for health reasons, the insured person will not be able to use the originally anticipated means of transport. The insurer reserves the right to decide on the method of transfer and on the means of transport used, on the basis of the attending physician's consent.

If the insured person is a foreigner with permanent residence outside the Slovak Republic or EU, or if the insured person is a participant of public health insurance outside the Slovak Republic or EU, the

insurer shall cover costs of transfer of the insured person to the country of permanent residence or the country where the insured person is a participant of public health insurance only up to the amount of costs of transfer of a type recommended by the attending physician to the territory of the Slovak Republic. In such case, neither the insurer nor its partner shall be obliged to organisationally ensure the transfer.

- e) accommodation and board in the scope of half-board of the insured person abroad in the case that from the medical aspect hospitalisation of the insured person is no longer necessary, yet it is not possible for the insured person to continue in his/her originally planned journey, or be capable of transfer in accordance with point (d) of this clause. The insurer reserves the right to decide on an appropriate accommodation facility in advance. The insurer shall pay these costs up to the moment when the insured can, on the basis of the attending physician's consent, be transferred in accordance with point (d) of this clause.

The insurer shall cover costs under this point up to the amount of the insured sum stated in the insurance policy.

3. The insurer shall, in the case of the insured person's death during a journey and stay abroad, also pay for transfer of the insured person's remains to the place of funeral in the home country. The cost of transporting remains shall be deemed to mean all direct costs connected with such transfer and, if an autopsy is required under applicable legislation of the respective state, also costs for performing an autopsy on the insured person.

In the case that the insured person is a foreigner with permanent residence outside the Slovak Republic or the EU, the insurer shall cover costs of transfer of the insured person's remains to the place of funeral in the country of the insured person's permanent residence or country of citizenship only up to the amount of costs of transfer to the territory of the Slovak Republic. In this case, neither the insurer nor its partner shall be obliged to organisationally ensure the transfer. The insurer shall cover costs under this point up to the amount of the insured sum stated in the insurance policy.

4. The insurer shall cover the necessary costs of purchase and repair of dioptric glasses and other orthopaedic and prosthetic devices, though only in the case where the damage or destruction occurred in connection with an accident that demonstrably required outpatient medical treatment or hospitalisation of the insured. The insurer shall cover costs under this point up to the amount of the insured sum stated in the insurance policy.
5. The insurer shall cover costs of outpatient treatment of teeth, though only in the scope of necessary and/or urgent treatment necessary for eliminating pain, unless the reason for treatment is neglect or failure to complete treatment of teeth before travelling abroad, whereupon failure to undergo treatment shall be deemed to mean also the failure to undergo a prescribed preventive check-up. The insured sum for one insured event is stated in the insurance policy, where one insured event shall be deemed to mean urgent treatment of one tooth. The insured sum for all insured events during the policy duration is stated in the insurance policy.
6. If this is agreed in the insurance policy, the insurer shall cover:
- a) to one close person of the insured, in the case where the insured person in consequence of an acute illness or accident is hospitalised abroad longer than 5 days continuously and their health status does not allow for transport back to the home country:
- costs of travelling to the place of the insured person's hospitalisation abroad and of travelling from the place of the insured person's hospitalisation back to the home country; the insured sum in total for the journey to and from abroad is stated in the insurance policy;
 - costs of accommodation at the place of the insured person's hospitalisation abroad, and this at maximum for the period of 10 nights; the insured sum for one insured event is stated in the insurance policy. The maximum amount of the insured policy per 1 night is stated in the insurance policy.
- b) to one close person of the insured younger than 18 years (a child), in the case where the insured child is, in consequence of an acute illness or accident, hospitalised abroad and this hospitalisation continues also beyond the anticipated end of the stay abroad, or if their health status does not allow for transfer back to the home country:
- costs of travelling of one close person to the place of hospitalisation abroad of the insured person younger than 18 years (a child); the insured sum per insured event is stated in the insurance policy;
 - costs of travelling from abroad to the home country of the insured person younger than 18 years (a child) and of one of his/her close persons; the insured sum per person is stated in the insurance policy; the insured sum per insured event for both persons together is stated in the insurance policy;
 - costs of accommodation of one close person of the insured person younger than 18 years (a child) at the place of hospitalisation abroad of the insured person younger than 18 years (a child) at maximum for the period of 10 days; the insured sum per insured event is stated in the insurance policy. The maximum amount of the insured policy per 1 night is stated in the insurance policy.

Article 2 Insured event

1. An insured event is the death of the insured or the occurrence of a change in the health status as a result of an accident or acute illness that happened to the insured abroad over the course of the insurance duration and which require immediate outpatient medical treatment, hospitalisation, transfer of the insured or transfer of his/her remains, and as a result of which there arises the obligation to cover the necessary medical expenses under Article 1(2), (3) and costs under Article 1(4), (5) of this part of the Insurance Conditions. The death of the insured person or the occurrence of a change in the insured person's health status must be confirmed by a physician.
2. In the case of costs under Article 1(6)(a) of this part of the Insurance Conditions, the hospitalisation of the insured person must last at least 5 days continuously.
3. In the case of costs under Article 1(6)(b) of this part of the Insurance Conditions, the hospitalisation or acute illness of the insured person younger than 18 years that does not allow for his/her return or transfer to the home country, must last also beyond the date of the anticipated end of the stay abroad.

Article 3 Exclusions from insurance

In addition to the exclusions from insurance listed in Part A, Article 12 of these Insurance Conditions:

1. the insurer shall not provide indemnity for:
 - a) acts that were not provided by a medical facility, healthcare worker or physician,
 - b) preventive examinations, vaccinations, check-ups and medical procedures that are not necessary for ascertaining a diagnosis, above-standard healthcare;
 - c) treatment that is not scientifically or medically recognised;
 - d) buying medicines if they are not prescribed by the attending physician;
 - e) buying medicines for the treatment of illnesses diagnosed for the insured person prior to beginning the journey to abroad, and medicines that the insured person had begun using prior to beginning the journey to abroad;
 - f) buying nutritional supplements, including vitamin and probiotic preparations, dietetic foods for special medicinal purposes and cosmetic products, even if they are prescribed by the attending physician;
 - g) hormonal therapy, prescription of contraception and contraception, infertility and sterility treatment, artificial insemination;
 - h) transfer of the insured person in accordance with Article 1(2)(d) and Article 1(3) of this part of the Insurance Conditions without the prior consent of the insurer or its partner;
 - i) chiropractic treatment, acupuncture, acupressure, homeopathy or other type of alternative treatment;
 - j) rehabilitation, physiotherapy, massages, spa treatment, curative stays, stays in sanatoriums and treatment centres.
2. the insurer shall not cover necessary medical expenses defined in Article 1(2) and (3) and costs defined in Article 1(4) and (5) of this part of the Insurance Conditions (incurred in consequence of the insured person's death, accident or illness), if the death, accident or illness arose in consequence of, or the costs had to be incurred in consequence of:
 - a) withdrawal symptoms in the case of addiction to alcohol, drugs or other narcotics and psychotropic substances not issued to the insured person on medical prescription;
 - b) wilful failure to comply with an attending physician's recommendations, wilful failure to use or wilful improper use of medicines issued to the insured person on medical prescription;
 - c) driving a motor vehicle without a driving license;
 - d) illnesses or medical complications already existing at the time of concluding the insurance, chronic or repeating illnesses, with the exception of costs relating to the provision of necessary and/or urgent treatment and acts that are necessary for averting an imminent threat to the insured person's life or health;
 - e) mental disorders, psychological illnesses, psychological examinations, psychotherapy, including treatment of insomnia, depressive states and psychoses;
 - f) complications in pregnancy that occur after the 26th week of pregnancy, including childbirth;
 - g) abortion, with the exception of medically indicated abortion:
 - for medical reasons, before the end of week 12 of pregnancy;
 - for genetic reasons, before the end of week 24 of pregnancy;
 - for reason of risk to the mother's life, regardless of the duration of the pregnancy;
 - h) infections by sexually-transmitted diseases;
 - i) aesthetic and plastic surgery, cosmetic surgery;
 - j) failure to undergo compulsory vaccination before travelling abroad;

- k) self-harm, suicide attempt and suicide;
 - l) the action of nuclear energy or the influence of radioactive material;
 - m) the insured person handling a firearm or explosive.
3. the insurer shall not cover the necessary medical expenses defined in Article 1 (2) and (3), and costs defined in Article 1(4) and (5) of this part of the Insurance Conditions (incurred in consequence of the insured person's death, accident or illness), if the death, accident or illness occurred at a time when the insured person was under the influence of:
 - a) drugs, narcotics or psychotropic substances;
 - b) medicines that were not issued to the insured person on medical prescription;
 - c) alcohol, if the death or accident happened during the performance of work activity in the framework of a foreign business trip;
 - d) alcohol, if the death or accident happened to the insured person as a driver during a traffic accident or to the insured as a cyclist, or to the insured while piloting a boat.
 4. the insurer shall also not cover necessary medical expenses defined in Article 1(2) and (3), and costs defined in Article 1(4) and (5) of this part of the Insurance Conditions (incurred in consequence of the insured person's death, accident), if at the time of death, accident or illness, the insured person had alcohol content exceeding 0.24 mg/litre in exhaled breath or blood ethanol is greater than 0.5 per mille or the alcohol content determined by a method other than breathalyser test is equivalent to the stated values.
 5. the insurer shall not cover any expenses that arise after unreasonable refusal of transport or refusal of the manner of the insured person's transport back to the home country, if such transport is approved by the attending physician abroad.

Article 4 Insured sum

1. In the case that within one insured event multiple types of expenses under Article 1(2), (3), (4), (5), or (6) of this part of the Insurance Conditions are incurred, the insured sum is the upper limit of the insurance indemnity for all costs incurred in total.

Article 5 Indemnity

1. The beneficiary to receive the indemnity is the insured person, healthcare provider or other person who demonstrably outlaid expenses under Article 1 of this part of the Insurance Conditions.
2. Insurance indemnity shall be paid out by the insurer or its partner to a beneficiary on the basis of submitted documents referred to in Article 6(1)(g) of this part of the Insurance Conditions.
3. The indemnity shall be paid by the insurer in the currency valid in the territory of the payee's registered office.
4. If necessary expenses have been paid by the beneficiary, the insurer shall pay that person the insurance indemnity in the currency valid in the Slovak Republic at the exchange rate according to the European Central Bank currency sheet applicable on the day that the insured event occurred.

Article 6 Obligations of the insured

1. In addition to the obligations listed in Part A, Article 10 of these Insurance Conditions, the insured person in the case of an insured event is obliged to:
 - a) cooperate effectively with the attending physician, the insurer or its foreign partner, so that the expenses for indemnity from the insured event are not unnecessarily increased;
 - b) give consent to the attending physician to provide the insurer upon request information on the insured person's health status;
 - c) in the case that the insured person's illness or accident requires a medical check-up during the insurance period, and this at the same doctor, or at a different specialist, prior to undergoing such treatment to inform the insurer's partner thereof in writing or by telephone;
 - d) in the case that the insured person is hospitalised, to inform the insurer's partner in writing or by telephone no later than 24 hours after the start of hospitalisation;
 - e) at the insurer's request, in disputed cases, to undergo a medical examination by a specialist;
 - f) give consent to the attending physician to:
 - provide information to the insurer's contractual doctor;

- provide the insurer or its partner the original of the medical report stating the diagnosis, medical history and method of treatment for the insured person for demonstrating the justification of the necessary expenses for actions under Article 1 of this part of the Insurance Conditions;
- g) submit the following documents (according to the type of costs incurred):
- the completed form "Damage Event Report";
 - a medical report confirmed by a physician, stating the diagnosis, medical history and method of treatment of the insured for proving the justification of the necessary expenses for acts under Article 1 of this part of the Insurance Conditions;
 - physician's confirmation on the prescription of medicines or a copy of the prescription, where this concerns the necessary medical expenses under Article 1(2)(a) of this part of the Insurance Conditions;
 - a report confirmed by the attending physician stating that, prior to insured person beginning the journey abroad, a doctor had not ruled out the possibility for the insured to travel at the date for which the insurance policy was concluded. The insured person is required to submit this report in the case that as at the day of concluding the insurance the insured suffered from an existing illness, or a chronic or recurrent illness (Article 3(2)(d) of this part of the Insurance Conditions) or when pregnancy was confirmed.
 - a document on payment of expenses for outpatient treatment, including a breakdown of expenses charged for medical acts, where this concerns necessary medical expenses under Article 1(2)(a) of this part of the Insurance Conditions;
 - a document on payment of the expenses for prescribed medicines, where this concerns the necessary medical expenses under Article 1(2)(a) of this part of the Insurance Conditions;
 - a document on payment of expenses for hospitalisation and/or accommodation at a healthcare facility, if a child younger than 18 years was hospitalised, and this including a breakdown of expenses charged for medical acts, where this concerns the necessary medical expenses under Article 1(2)(b) of this part of the Insurance Conditions;
 - a document on payment of expenses for transport, where this concerns the necessary medical expenses under Article 1(2)(c), (d) or costs under Article 1(3) of this at the Insurance Conditions;
 - a document on payment of expenses for costs referred to in Article 1(4) and (5) of this part of the Insurance Conditions;
 - other documents clearly proving the occurrence of the insured event, or other documents requested by the insurer and necessary for liquidating the insured event;
 - dental card of the insured person from the attending physician for proving the justification of the necessary expenses for the acts under Article 1(5) of this part of the Insurance Conditions;
 - confirmation on undergoing prescribed preventive examination for proving the justification of necessary expenses for the acts under Article 1(5) of this part of the Insurance Conditions;
 - police report in the case that the damage to health was caused by another's fault.

Submission of these documents is a precondition for payment of the insurance indemnity.

The insurer is entitled to request the submission of the originals of these documents.

Article 7 Obligations of the insurer

1. In addition to the obligations set out in Part A, Article 11 of these Insurance Conditions, the insurer is required, at the insured person's request, to issue a confirmation of insurance of medical expenses abroad in a foreign language. In such case, the insurer has the right to reimbursement of costs associated with issuing such confirmation.

Part C SPECIAL PROVISIONS FOR LUGGAGE INSURANCE

Article 1 Subject of insurance

- 1 The subject of the insurance is the insured person's luggage (the "insured thing") and the insured person's travel documents defined in Part A, Article 1 of these Insurance Conditions.
2. The following are also a subject of insurance (the "electronic equipment"):
 - a) mobile phones, including accessories;
 - b) computer equipment, including accessories;

- c) gaming consoles, including accessories;
 - d) instruments for data transmission, or audio/visual reproduction;
 - e) players of data and records (music, video, photographs, games) and GPS navigation, including their accessories,
- in the scope and under the conditions set out in Articles 2, 3 and 5 of this part of the Insurance Conditions, unless agreed otherwise in the insurance policy.

Article 2

Scope of insurance

1. In the case of an insured event, the insurer shall compensate for damage incurred through:
 - a) damage, destruction, theft or loss of an insured thing;
 - b) damage, destruction, theft or loss of a travel document;
 - c) delayed delivery of luggage by an airline in a scope under point (3) of this article, in consequence of an insured event defined in Article 3(7) of this part of the Insurance Conditions.
2. In the case that the damage, destruction, loss or theft of the insured person's travel document occurred abroad, the insurer shall pay the insured person, on the basis of submitted bills, the necessary expenses for obtaining a replacement travel document abroad, and the necessary expenses for transport of the insured person to the place of the nearest embassy of the Slovak Republic, or representative offices according to the insured person's citizenship, that issued the insured person a replacement travel document, and back to the accommodation facility.
A travel document shall be deemed to mean a public document by which a citizen proves their identity, citizenship when travelling abroad.
3. In the case that an airline delivered luggage to the insured person more than 24 hours after arrival to the destination (delayed luggage delivery), the insurer shall pay to the insured person, on the basis of submitted bills, the necessary expenses the insured person incurred abroad for purchasing necessary clothing and toiletries in consequence of the delayed luggage delivery by the airline.

Article 3

Insured event

An insured event is deemed to mean:

1. the damage or destruction of an insured thing and/or travel document by natural disaster;
2. damage or destruction of an insured thing and/or travel document by water from water piping;
3. damage, destruction, loss or theft of an insured thing:
 - a) at a time when it was entrusted by the insured person at written confirmation to the carrier or stored, according to the carrier's instructions, in a luggage compartment;
 - b) at a time when the luggage had, at written confirmation, been put into safekeeping;
 - c) in consequence of an injury or traffic accident;
 - d) if the insured person was deprived of the possibility to take care of the thing after an injury or in consequence of a traffic accident.
4. damage or destruction of an insured thing caused by the action of an offender aimed at theft of the insured thing.
5. theft of the insured thing in a manner in which the offender demonstrably overcame obstacles preventing its theft or in which the offender used against the insured person physical violence, threat of immediate violence or exploits the physical or psychological distress of the insured person, caused by an injury during or immediately prior to the theft, in which case the following shall not be considered the use of violence:
 - a) abuse of the insured person's physical or mental indisposition caused by the use of alcohol, drugs, medicines, or use of psychotropic or addictive substances;
 - b) tearing the insured thing from an arm or shoulder;
 - c) tearing the insured thing out of a hand.

The use of narcotic, sleep-inducing or other paralysing means shall be considered a use of violence only if its use by the offender is proven in criminal proceedings.

In the case of the theft of an insured thing placed in a motor vehicle, the insured event shall be deemed to mean the theft of an insured thing from a properly locked luggage compartment of the motor vehicle, provided that the thing was not visible from the outside, or did not protrude into the interior of the motor vehicle (the space intended for transport of persons).
6. loss or theft of the insured person's travel document abroad.
7. delivery of luggage by an airline when travelling abroad more than 24 hours after arrival to the destination (delayed luggage delivery).

Article 4

Exclusions from insurance

- 1 The following are not covered by the insurance:
 - a) objects of artistic or historical value;
 - b) motor and non-motor vehicles, drones, water bicycles, jet skis, motorised and non-motorised boats, ships, yachts, motorised and non-motorised means of flight, including their equipment and accessories;
 - c) surfboards, windsurf boards, bicycles, skis, snowboards, sledges, skates, skateboards, wakeboards, zorbs during a period when the insured person is using and handling them;
 - d) weapons during their use or handling;
 - e) electronic devices during their operation or handling;
 - f) money, cheques, deposit books, securities, valuables, stamps, keys, telephone cards, payment, chip and magnetic cards, travel vouchers, membership (club) cards;
 - g) driver's licence, health insurance card, European Health Card, Euro<26 card, EYCA, ISIC card (International Student Identification Card), ITIC (International Teacher's Identification Card), personal documents (medical confirmations, confirmation on eligibility to perform a profession, etc.);
 - h) food, including nutritional supplements and vitamin preparations, medicines, tobacco products, drinks and alcohol;
 - i) jewels, watches, products from precious metals and precious stones, pearls;
 - j) goods intended for resale or trade samples;
 - k) professional technical equipment (necessary for performing an occupation);
 - l) data and record carriers, with the exception of cameras;
 - m) weapons, including accessories and ammunition, with the exception of hunting weapons.
- 2 In addition to exclusions from the insurance referred to in Part A, Article 12 of these Insurance Conditions, the insurance shall not apply to losses caused:
 - a) by intentional action or wilful negligence of the insured person and/or policyholder, by their close person, or by persons living with them in a common household, or by another person who was acting at the instruction or with the consent of either of the aforementioned persons;
 - b) by errors or shortcomings that the insured thing already had at the time of concluding the insurance policy;
 - c) during climbing ascents and trekking; this shall not apply to the case of the risk group identified as sport or a sport – person over 70 years of age as arranged in the insurance policy;
 - d) at a time when the insured person was already checked-in at an accommodation facility or had left the motor vehicle for the purpose of overnight stay, and despite this left the luggage in a motor vehicle;
 - e) in consequence of a state of war, civil unrest, sabotage, terrorism, strike, intervention by a state force or administration, or on the basis of their commands, by confiscation, blockade, piracy, the effect of nuclear energy or the influence of radioactive material.
 - f) by loss or theft of an insured thing at a time when the insured person had left it without supervision, with the exception of Article 3 (3)(c) or (d) of this part of the Insurance Conditions.
 - g) theft of the insured thing from a tent or trailer placed outside the guarded area of a campsite;
 - h) by a defect in material, by wear or by unsuitable packaging;
 - i) by seizure of the insured person's luggage by an authorised entity.
- 3 In the case of insurance under Article 2(2) of this part of the Insurance Conditions, the insurer shall not reimburse expenses for obtaining a replacement or new travel document, if such expenses were outlaid by the insured person only after return to the home country, unless agreed otherwise in the insurance policy.

Article 5

Insured sum

1. The insured sum for all insured things in total is stated in the insurance policy. The maximum amount of the insurance indemnity for one insured thing is stated in the insurance policy.
2. The insured sum for damage, destruction, loss or theft of a travel document is stated in the insurance policy.
3. In the event of damage, destruction, theft or loss of an insured thing of personal need, as referred to in Article 1(2) of this part of the Insurance Conditions (electronic equipment), the insured sum is in the amount of 50% of the insured sum under point (1) of this article, representing a sublimit in the framework of this insured sum. This means that the insurance indemnity in sum total may not exceed the amount stated in the insurance policy.
4. For individually designated insured things whose insurance value is higher than the maximum amount of the insurance indemnity for one insured thing (point (1) of this article) as agreed in the insurance policy it is possible to agree various higher insured sums, though at maximum 7 times the maximum amount of the insurance indemnity for one insured thing (point (1) of this article) as agreed in the insurance policy. This

individually designated insured thing must be identified in the insurance policy or in an addendum thereto by the following data: name of the thing, its type, production number, production year, insured amount (acquisition cost). The insured sum is specified by the policyholder so that it equals the insurance value of the insured thing at the time of concluding the insurance policy. The insurance value is the acquisition cost of the insured thing.

5. The insured sum for the delayed luggage delivery by an airline depends on the length of the delay:
 - a) in the case that luggage which the insured person handed over to the airline upon embarking abroad was issued to him/her later than 24 hours though at maximum up to 48 hours from arrival to the destination, the insured sum is stated in the insurance policy;
 - b) in the case that the luggage which the insured person handed over to the airline upon embarking abroad was issued to him/her later than 48 hours from arrival to the destination, the insured sum is stated in the insurance policy.
6. In the event of damage, destruction, theft or loss of an insured thing of personal need, which the insured person purchased during the journey and stay, the insured sum is in the amount of 50% of the insured sum under point (1) of this article, this representing a sublimit in the framework of this insured sum. This means that the insurance indemnity in sum total may not exceed the amount stated in the insurance policy.

Article 6 Indemnity

1. The beneficiary for provision of the insurance indemnity is the insured person.
2. Insurance indemnity is limited by the insured sum stated in the insurance policy.
3. Where this concerns individually designated things under Article 5(4) of this part of the Insurance Conditions and the insured sum is lower than the insurance value, the insurer is obliged to provide indemnity only in the proportion of the insured sum to the insurance value.
4. Where this concerns individually designated things under Article 5(4) of this part of the Insurance Conditions and the insured sum is higher than the insurance value, the insurer is obliged to indemnify only up to the amount of the insurance value.
5. The insured shall be entitled, unless stated otherwise herein, that the insurer in the event of:
 - a) damage or destruction of the insured thing, pay out to him/her insurance indemnity corresponding to reasonable costs for repairing it or re-establishing it (e.g. by purchase), customary at the time of the insured event, reduced by a portion corresponding to the degree of wear or other deterioration of the damaged or destroyed insured thing from the time before the insured event and also by the price of usable remains of replaced parts of the damaged or destroyed insured thing.
 - b) loss or theft of the insured thing, pay out insurance indemnity corresponding to reasonable costs for re-establishing it (e.g. by purchase), customary at the time of the insured event, reduced by a portion corresponding to the degree of wear or other deterioration of the damaged or destroyed insured thing from the time before the insured event and also by the price of usable remains of replaced parts of the damaged or destroyed insured thing.
6. If the damaged insured thing cannot be repaired or put into the condition in which it was prior to the insured event, the insured person shall be entitled, unless stated otherwise herein, that the insurer pay out to him/her insurance indemnity corresponding to the impairment of the damaged insured thing caused by the insured event.
7. Remains of damaged or destroyed things remain the property of the insured person. Ownership of a found thing for which insurance indemnity has already been provided does not pass to the insurer.
8. Insurance indemnity shall be paid out by the insurer on the basis of submitted documents referred to in Article 7(8) of this part of the Insurance Conditions.
 - a) Insurance indemnity shall be provided by the insurer in the currency applicable in the Slovak Republic at the exchange rate of funds according to the European Central Bank's exchange rate sheet applicable on the day insured event occurred.
 - b) If the insured person paid expenses under Article 2(2) of this part of the Insurance Conditions in consequence of an insured event defined in Article 3(6) of this part of the Insurance Conditions, the insurer shall pay out to him/her the insurance indemnity in the currency applicable in the Slovak Republic at the European Central Bank's exchange rate sheet applicable on the day the insured event occurred.
 - c) If the insured person paid expenses under Article 2(3) of this part of the Insurance Conditions in consequence of an insured event defined in Article 3(7) of this part of the Insurance Conditions, the insurer shall pay out to him/her the insurance indemnity in the currency applicable in the Slovak Republic at the European Central bank's exchange rate sheet applicable on the day the insured event occurred.

Article 7 Obligations of the insured

In addition to the obligations set out in part A, Article 10 of these Insurance Conditions and obligations laid down by legal regulations, the insured is obliged to:

1. to report without undue delay to the competent police authorities damage that occurred under circumstances giving rise to suspicion of a criminal act or attempted criminal act. If the damage incurred is greater than the excess charge agreed in the insurance policy, the insured person is obliged to request a police report containing:
 - the names of all aggrieved persons;
 - a precise description of the circumstances in which the event occurred (date, time, place, description of how the event occurred);
 - a list of stolen or damaged things;
 and submit it to the insurer.
2. report the occurrence of damage that happened in an accommodation facility to the owner or administrator of that facility, to request a written document confirmed by the accommodation provider on the occurrence and scope of the damage, and to submit it to the insurer.
3. report the occurrence of damage that happened in a guarded parking lot to the parking lot administrator, to request a document on the report and to submit it to the insurer.
4. report to a carrier the occurrence of damage that happened at a time when luggage was entrusted to the carrier for transport, or was stored in a common luggage compartment according to the carrier's instructions, and this no later than within 3 calendar days after arrival to the destination, to request a written document confirmed by the carrier on the occurrence and scope of the damage, and to submit it to the insurer.
5. in the event of damage to luggage that was delivered late to the insured, report to the carrier the occurrence of damage that happened in the period when the luggage was entrusted to the carrier for transport, or was stored in a common luggage compartment according to the carrier's instructions, and this no later than within 3 calendar days after the delivery of the luggage to the destination, to request a written document confirmed by the carrier on the occurrence and scope of the damage, and to submit it to the insurer.
6. if a lost or stolen thing for which the insurer has already paid out insurance indemnity is found, report this fact to the insurer no later than within 5 calendar days and return the insurance indemnity after deducting appropriate costs that had to be outlaid for remedying shortcomings incurred at the time when the insured was deprived of possession;
7. where this concerns an insured event under Article 3(a) and Article 3(7) of this part of the Insurance Conditions:
 - notify the airline no later than on the day of arrival at the destination that the insured person's luggage was not delivered and request a written confirmation of this, and to submit the original of this confirmation to the insurer;
 - report the occurrence of the event to the insurer within 10 calendar days after returning to the home country.
8. submit the following documents to the insurer:
 - a) the completed form "Damage Event Report";
 - b) a luggage ticket, if the luggage was entrusted at confirmation to a carrier for transport or according to the carrier's instructions stored in a common luggage compartment;
 - c) travel ticket and/or boarding pass;
 - d) document on payment of costs by the insured person for repair of the damaged thing;
 - e) document on the fact that the insured thing cannot be restored by repair to a condition in which it could be used for its original purpose;
 - f) carrier's confirmation on loss of luggage;
 - g) acquisition documents for the insured things;
 - h) police report;
 - i) confirmation from the owner or administrator of an accommodation facility on the occurrence and scope of the damage;
 - j) document on parking of a motor vehicle in a guarded parking lot (parking ticket);
 - k) confirmation from the guarded parking lot owner if the insured event happened in a guarded parking lot;
 - l) carrier's confirmation on the occurrence and scope of the damage;
 - m) carrier's confirmation on the non-delivery of the luggage in the case that the luggage was not delivered, where this concerns an insured event under Article 3(3)(a) of this part of the Insurance Conditions, or under Article 3(7) of this part of the Insurance Conditions;
 - n) confirmation confirmed by a physician stating the diagnosis, where this concerns an insured event under Article 3(3)(d) of this part of the Insurance Conditions;

- o) document on payment of expenses outlaid abroad for issuing a replacement travel document, where this concerns expenses under Article 2(2) of this part of the Insurance Conditions;
 - p) document on payment of travel costs for transport to the place of the nearest embassy of the Slovak Republic, or representative offices according to the insured person's citizenship, that issued a replacement travel document to the insured person, where this concerns costs under Article 2(2) of this part of the Insurance Conditions;
 - q) document on payment of travel costs for transport from the place of the nearest embassy of the Slovak Republic, or representative offices according to the insured person's citizenship, that issued a replacement travel document to the insured person, back to the accommodation facility, where this concerns costs under Article 2(2) of this part of the Insurance Conditions;
 - r) confirmation from the airline on the delayed delivery of luggage, stating the date of delivery of the luggage, where this concerns expenses under Article 2(3) of this part of the Insurance Conditions;
 - s) list of purchased necessary clothing and toiletry needs that the insured person purchased, where this concerns costs under Article 2(3) of this part of the Insurance Conditions;
 - t) document on payment of costs for the purchase of necessary clothing and toiletry needs that the insured person purchased abroad, where this concerns costs under Article 2(3) of this part of the Insurance Conditions;
 - u) other documents clearly proving the occurrence of the insured event, or other documents requested by the insurer needed for liquidating the insured event.
- The insurer is entitled to request the submission of the originals of these documents.
9. report to the insurer without undue delay the fact that he/she has arranged insurance of the same thing for the same risks at another insurer.

Part D
SPECIAL PROVISIONS FOR GENERAL
DAMAGE LIABILITY INSURANCE

Article 1
Subject and scope of insurance

1. The subject of insurance is the insured person's liability incurred for damage as imposed by generally binding legal regulation.
2. The insured person has the right that the insurer pay for him/her:
 - a) claims made by an aggrieved party for damage to health and/or life;
 - b) claims made by an aggrieved party for damage to a thing;
 - c) consequential damage, including lost profits, incurred in direct connection with the damage to health, life and/or to a thing;
 - d) claims for payment of costs claimed against the insured person for reason of damage to the health and/or life of the aggrieved party for which the insured person is liable in connection with the damage to health and/or life that is the reason for providing the indemnity;
 - e) rescue costs;
 - f) necessary, demonstrably costs of the aggrieved party for ascertaining the scope and causes of the damage, if these costs were outlaid by the aggrieved party with the insurer's written consent.
3. A prerequisite for reimbursement of costs under point (2) of this article is that they were outlaid in connection with the damage that is the insured event under these Insurance Conditions.
4. General damage liability insurance also applies to the insured person's liability for damage to movable things of an accommodation provider forming equipment of an accommodation facility that the insured person was using at the time of accommodation in connection with the provision of accommodation and catering services.
Such things shall not be deemed to include movable items rented out by the accommodation provider, for example motorised or non-motorised vehicles, motorised or non-motorised boats, yachts, surfboards, windsurf boards, jet skis, bicycles, including water bicycles, skis, snowboards, sledges, skates, skateboards, wakeboards, kites, zorbs, flying gear, sports equipment, etc.
5. If agreed in the insurance policy, and if so undertaken in writing, the insurer shall cover costs:
 - a) associated with the insured person's legal representation by a lawyer, or with taking on court expert, in civil, infringement or criminal proceedings against the insured person, and with proceedings on damage compensation, if proceedings were necessary for ascertaining the insured person's liability, or for ascertaining the amount of damage, and if the insured person is obliged to pay them;
 - b) of a bond or other financial collateral connected with infringement or criminal proceedings against the insured person for a misdemeanour or criminal act from wilful negligence that the insured person

committed during the policy duration, if these proceedings against the insured person will be connected with pre-trial detention or imprisonment;

- c) associated with legal representation of the aggrieved party by a lawyer, and which the insured person is obliged to pay on the basis of a court decision;
- d) associated with out-of-court negotiation of a claim for damage compensation, if this negotiation was needed for ascertaining the insured person's liability, or for ascertaining the amount of damage, and this also in the case where a claim proves to be unfounded.

A prerequisite for payment of costs under this point is that they were outlaid in connection with damage incurred in the policy duration that could be an insured event.

Article 2 Insured event

1. An insured event is a damage event with which there is connected the insurer's obligation to compensate for damage, if the damage event occurred within the policy duration.
2. Several damage events related together over time and arisen directly or indirectly from the same cause, source, circumstance, event, or other hazard shall be considered one damage event, regardless of the number of aggrieved parties (multiple damage event). The moment of occurrence of each damage event from a multiple damage event shall, irrespective of the actual moment of its occurrence, be considered the moment when the first of them occurred.
3. In the case of insurance under Article 1(5) of this part of the Insurance Conditions, an insured event is a misdemeanour or criminal act from wilful negligence that the insured committed during the time of a stay abroad, if offence or criminal proceedings are conducted against the insured person before a competent authority abroad in connection with this misdemeanour or criminal act.

Article 3 Exclusions from insurance

In addition to the exclusions from insurance listed in Part A, Article 12 of these Insurance Conditions:

1. the insurance does not cover liability for damage:
 - a) caused by intentional action;
 - b) assumed beyond the framework prescribed by law;
 - c) caused through breaching a contractual obligation;
 - d) caused by a breach of a legal obligation by the insured person prior to the start of the insurance;
 - e) caused by the occurrence of net financial harm;
 - f) caused through failure to comply with the obligation to avert imminent damage and prevent an increase in damage already incurred;
 - g) incurred in connection with the application of a right to protection of personality;
 - h) decided on by a court in the USA or Canada;
 - i) caused by the imposition of a fine upon the insured, and the imposition of any other penalties and payments of a similar nature;
 - j) to valuables, cash, payment cards, meal vouchers, telephone cards, highway stickers, billable forms, securities, deposit and cheque books, documents and files;
 - k) caused by a breach of intellectual property rights, licence agreement rights and industrial design rights;
 - l) caused by an infectious disease;
 - m) caused by any human body material and any derivative or biosynthetic product from the human body;
 - n) caused in causal connection with the filling, transport and any handling whatsoever of hazardous substances, e.g. flammable or explosive materials, toxic substances, etc.;
 - o) to the environment pursuant to applicable directives of the European Parliament and the Council concerning environmental liability in the prevention and remediation of environmental damage or in the framework of generally binding legal regulations governing environmental liability and remediation of environmental damage, including preventive and remedial measures;
 - p) if the insured person, without the insurer's consent, fails to raise an objection based on a statute of limitation, or undertakes to pay a time-barred claim, or concludes a court settlement, or fails to submit in time and appeal against a decision of the competent authorities on compensation of damage, unless he/she received a different instruction from the insurer within the appeal term.
2. the insurance does not cover the insured person's liability for damage for which the insured person is liable toward:
 - a) his/her spouse, relative in direct line, siblings, persons living in a common household with the insured person;

- b) a business entity in which the insured person, his/her spouse, relative in direct line or person living in a common household with the insured person has a shareholding;
 - c) a co-insured person.
3. the insurance also does not cover liability for damage caused through:
- a) an activity in which the obligation to conclude insurance is imposed by a generally binding legal regulation;
 - b) on third-party movables that were lent, rented to the insured person, or used by the insured person for a different reason, or has them in his/her possession, with the exception of Article 1(4) of this part of the Insurance Conditions;
 - c) loss of a thing;
 - d) operation of a motor vehicle or operation of a means of rail transport;
 - e) real estate property that the insured person uses illegally, or that is dilapidated, abandoned or unmaintained;
 - f) to overhead and underground lines, as well as for damage caused as a result of damaging these lines;
 - g) in motoring and other sports competitions and races, as well as in the preparation for them, with the exception of arrangements of the risk group "SPORT" (Part A, Article 3(3) of these Insurance Conditions);
 - h) in connection with the ownership, administration, design, production, maintenance, repair, reconstruction or operation of an aircraft or any other means of air transport or drone and/or operation of a water vessel;
 - i) in the pursuit of business or other gainful activity, voluntary activity;
 - j) in connection with the possession and carrying of a weapon;
 - k) in connection with the use of medicine or addictive substance or medicine marked with a warning symbol;
 - l) to valuables, objects of artistic or historical value, antiques and collections.

Article 4

Obligations of the policyholder and the insured

1. In addition to the obligations listed in Part A, Article 10 of these Insurance Conditions, the insured person is obliged to:
 - a) answer fully and truthfully all written questions from the insurer concerning the arranged insurance that are decisive for concluding the insurance policy;
 - b) inform the insurer in writing without undue delay of any factor that may have the effect of increasing the insured risk, and which occurred after concluding the insurance policy, as well as of any changes in data that were the basis for concluding it;
 - c) allow the insurer or persons authorised by the insurer to carry out a check of the source documentation serving for concluding the insurance or for calculating the premium;
 - d) make every effort and use all means and possibilities to prevent damage, in particular the insured person may not breach obligations laid down by law, by these Insurance Conditions or by the insurance policy in the interest of preventing or minimising the risk of damage occurring, and may not tolerate a breach of these obligations from the side of third parties; if the insured person learns of any such risk that could have an influence on the occurrence of a damage event, the insured person is obliged to eliminate it and take such preventive measures as may be reasonably required of him/her; in the case that a damage event has occurred, take the necessary measures so as to minimise the damage;
 - e) notify the insurer in writing that an aggrieved party has filed a damage compensation claim against the insured person that the insurer is to compensate, and to give an opinion regarding the requested compensation and its amount; if an aggrieved party has filed a damage compensation claim at court or at other competent authority, the insured person is obliged to allow the insurer to attend proceedings, or to enter the proceedings as an auxiliary party;
 - f) until the insured event or the resultant damage incurred have been investigated, ensure that the condition of the damaged thing is not changed without the insurer's knowledge. This shall not apply if such change is necessary in order to prevent further damage, or any increase in the damage; in such case the insured person is obliged to make photo documentation;
 - g) report without undue delay to law enforcement authorities a damage event that occurred under circumstances giving rise to suspicion of a crime or attempted crime;
 - h) notify the insurer in writing without undue delay that criminal proceedings have been initiated against the insured person in connection with damage incurred, give the name and address of the insured person's chosen defending representative, in order that he/she informs the insurer about the course and results of these proceedings;

- i) in proceedings on compensation of damage that the insurer is to pay, proceed in accordance with the insurer's instructions, to not recognise or settle any damage compensation claim whatsoever without the insurer's prior consent;
- j) notify the insurer without undue delay that the insured person has concluded damage liability insurance at a different insurer, to state its name and registered office, and the amount of the insured sum agreed;
- k) comply with other obligations prescribed by law;
- l) submit the following documents to the insurer:
 - a) the completed form "Damage Event Report";
 - b) document proving the original value of the damaged thing;
 - c) document on payment for damage caused, document on payment for repair of damage, or bill for repair;
 - d) photo documentation, or other document proving the extent of the damage;
 - e) the aggrieved party's written damage compensation claim brought against the insured person;
 - f) police report;
 - g) a report confirmed by a physician, stating the diagnosis, where this concerns compensation for damage to health or life;
 - h) a statistical death report (to be submitted by the beneficiary), where this concerns compensation for damage to life;
 - i) a document on payment of costs for representation of the insured person by a lawyer abroad, if there occurred an insured event under Article 2(3) of this part of the Insurance Conditions;
 - j) a document on payment of costs for depositing a bond or other financial collateral for the insured person, if the insured person was detained or imprisoned abroad, if there occurred an insured event under Article 2(3) of this part of the Insurance Conditions;
 - k) other documents clearly proving the occurrence of the insured event, or other documents requested by the insurer needed for liquidating the insured event.

The insurer is entitled to request the submission of the originals of these documents.

Article 5 Insured sum

1. The insurance policy arranges for the sum that is the upper limit of the insurer's insurance indemnity for one and all insured events that occur during the policy duration.

Article 6 Indemnity

1. The beneficiary to receive indemnity is the aggrieved party, unless set out otherwise in the insurance policy or in these insurance conditions.
2. The insurer shall provide indemnity in the amount of the actual damage.
3. The insurance indemnity may not exceed the insured sum agreed in the insurance policy in accordance with the provisions of Article 5 of this part of the Insurance Conditions. This applies also to the sum of all indemnities in the case of a multiple damage event.
4. If the insured person has compensated the aggrieved party for damage or part thereof directly and with the insurer's consent, the insured person has the right that the insurer issue to him/her the capital benefit the aggrieved party acquired thereby, though only in the amount in which the insurer would be obliged to provide indemnity.
5. Insurance indemnity shall be paid out by the insurer in the currency applicable in the territory of the payee's (aggrieved party's) country of permanent residence or domicile.
6. If the insured person paid costs under Article 1 of this part of the Insurance Conditions in consequence of an insured event defined in Article 2 of this part of the Insurance Conditions, the insurer shall pay out to him/her the insurance indemnity in the currency valid in the Slovak Republic at the exchange rate according to the European Central Bank's exchange rate sheet applicable on the day that the insured event occurred.
7. In the event that the insured person dies, the aggrieved party has a claim directly against the insurer that the insurer compensate him/her for the damage in the same extent in which the insurer would be obliged to compensate him/her on behalf of the insured person were the insured person alive.

Article 7 Right to return of indemnity paid out

1. If the insured person breached obligations referred to in Article 4 of this part or in Part A, Article 10 of these Insurance Conditions or in the insurance policy, and where such breach had a substantial effect on the

occurrence of the insured event and on the amount of the indemnity, or where such breach impeded the course of ascertaining the legal grounds for the indemnity, scope or amount of damage, or where the damage compensation could not be provided in time, or where the insurer's costs for ascertaining the scope of consequences from the insured event were thereby increased, the insurer shall have claim against the insured person to appropriate reimbursement of sums paid out, up to the amount of the insurance indemnity paid out, with regard to what impact such breach had on the scope of the insurer's obligations to provide indemnity.

2. The exercise of a claim under point (1) of this article shall not prejudice the insurer's legal claim toward another party arising to the insurer in consequence of paying out the indemnity.

Article 8 Transfer of rights

1. If a right toward another party for compensation of damage caused through the insured event arises to the insured person, this right shall pass to the insurer, and this up to the amount of the indemnity that the insurer provided to the insured.
2. If the insured person has a right toward an aggrieved party or other person for return of an amount paid out, for reduction of a pension, or for suspension of its payment, this right shall pass to the insurer, if the insurer paid this amount for the insured person, or if the insurer is paying the pension on his/her behalf.
3. There shall also pass to the insurer the insured person's right to compensation of those court costs for damage compensation awarded to the insured person, if the insurer paid them on behalf of the insured.
4. The insured person is obliged to notify the insurer without undue delay of any grounds arising for exercising the rights referred to in points (1) or (2) of this article and to pass to the insurer documents needed for exercising such rights.
5. If the insured person fails to secure for the insurer the right to damage compensation against another party, or otherwise frustrates a possibility to exercise this right, the insurer shall have the right against the insured for compensation of sums that it was unable to claim for reason of such breach, and this up to the amount of the indemnity paid out.

Part E SPECIAL PROVISIONS FOR ACCIDENT INSURANCE

Article 1 Subject of Insurance

1. In the case of an insured event, the insurer shall provide indemnity in the scope of this part of the Insurance Conditions and conditions agreed in the insurance policy in the case of:
 - a) permanent consequences of an injury to the insured person (Article 6 of this part of the Insurance Conditions), up to the amount of the insured sum stated in the insurance policy;
 - b) death of the insured person in consequence of an accident (Article 7 of this part of the Insurance Conditions), up to the amount of the insured sum stated in the insurance policy.

Article 2 Insured event

1. An insured event is an accident suffered by the insured person during the policy duration, and on the basis of which, subject to this part of the Insurance Conditions, there arises the right to indemnity, unless agreed otherwise in the insurance policy.
2. The following shall not be considered an accident:
 - a) suicide or attempted suicide;
 - b) deliberate causing of damage to one's health;
 - c) heart attack;
 - d) acute stroke;
 - e) occupational diseases;
 - f) infectious illnesses, even if transmitted through an injury;
 - g) the occurrence or worsening of hernias;
 - h) the occurrence of tumours of any kind or origin;
 - i) the occurrence and worsening of aseptic inflammations of tendon sheaths, muscle attachments, joint cams and epicondylitis;

- j) pathological fractures;
- k) peeling of the retina;
- l) accidents involving the Achilles tendon;
- m) sudden spinal disc syndromes.

Article 3

Obligations of the policyholder and the insured

1. In addition to the obligations listed in Part A, Article 10 of these Insurance Conditions, the policyholder and the insured person (or his/her legal guardian) are obliged, before concluding the insurance policy, to truthfully and fully answer the insurer's questions necessary for determining the risk group and setting the premium rate.
2. In the event of a conscious breach of the obligation referred to in point (1) of this article, the insurer shall be entitled to withdraw from the insurance policy, if the insurer would not have concluded the insurance policy had the insurer's questions been answered truthfully and completely. The insurer may refuse to pay out indemnity if a cause of the insured event was a fact:
 - a) that, in concluding the insurance or in a change thereto, the insurer was unable to ascertain in consequence of a culpable breach of the obligation laid down in point (1) of this article;
 - b) that were the insurer to have had knowledge of this fact when concluding the insurance policy, the insurer would not have concluded such insurance policy or would have concluded it under other conditions.
3. The insured person (or his/her legal guardian) is obliged, at the insurer's request, to provide to the insurer information in writing on its general practitioner or specialist doctor who keeps a record on his/her state of health (in the extent of at least the doctor's name, surname, and clinic address).
4. The insured person (or his/her legal guardian) after an accident is obliged to:
 - a) seek medical help immediately;
 - b) promptly notify the insurer in writing of the occurrence of the accident;
 - c) prove, by way of medical documentation, the occurrence of the accident within the policy duration;
 - d) undergo an examination by a doctor appointed by the insurer;
 - e) submit to the insurer a confirmation from the police, if the circumstances under which the accident occurred have been investigated by the police;
 - f) follow medical advice and take care that there is no worsening of the injury or its consequences;
 - g) give consent to the healthcare provider to provide the insurer upon request information on the status of the insured person's health;
 - h) fill out all forms from the insurer and submit to the insurer copies of account statements of the health insurance company for the insured, copies of excerpts from health documentation and other documents related to the insured event and which the insurer requests, or to send these documents to the insurer electronically, their submission being a condition for payment of the relevant insurance indemnity. If the insured person fails to submit to the insurer documents necessary for investigating the insured event in the originals, the insured person is obliged to keep these originals for at least the period of one year from the date of reporting the insured event, and during this time allow the insurer to inspect these documents;
 - i) ensure that all reports and assessments that the insurer requests are prepared without undue delay.
 - j) in the case of an insured event occurring outside the territory of the Slovak Republic, ensure at the insured person's own costs an official translation of reports, assessments, any other documents requested by the insurer into the Slovak language, if the insurer so requests.

Article 4

Insured sum

1. The insured sum is the upper limit of the insurance indemnity for one insured event of one insured person.
2. The insured sum stated in the insurance policy is the upper limit of the insurer's indemnity for each insured event during the policy duration.

Article 5

Indemnity

1. The insured person has a claim to insurance indemnity in the case of permanent consequences of an accident.
2. The eligible person has a claim to the insurance indemnity in the case of the insured person's death in consequence of an accident.

3. The insurance indemnity shall be payable in the currency valid in the Slovak Republic, unless agreed otherwise in the insurance policy.

Article 6

Insurance indemnity in the case of permanent consequences of an accident

1. Permanent consequences of an accident are assessed at earliest after one year (365 days) from the day of the accident. The insurer shall pay the insured person indemnity corresponding to the extent of the permanent consequences. Unless the bodily harm, according to an expert physician's statement, has acquired, one year from the day of the accident, clearly the nature of permanent damage, the insurer may proceed to its assessment at earliest two years after the accident and if the scope of permanent consequences has still not stabilised, at maximum three years from the date the accident occurred. An assessment of permanent consequences may be made only after complete conservative, surgical, rehabilitation treatment performed for the purpose of reducing the extent of permanent consequences. The insurer shall pay out to the insured person the insurance indemnity corresponding to the extent of permanent consequences according to other points of this article.
2. The extent of permanent consequences shall be determined by the insurer in cooperation with a physician designated by the insurer according to the valuation tables set out in Annex 1 to these Insurance Conditions. For determining the extent of permanent consequences, it is decisive to what extent the insured person's bodily functionality has been limited from the medical aspect. The extent of permanent consequences shall be determined as a percentage.
3. The level of the insurance indemnity shall be determined as a percentage of the insured sum arranged for the case of permanent consequences of an accident. The percentage of the insurance indemnity shall correspond to the extent of the permanent consequences, unless a different method of determining it is agreed in the insurance policy.
4. In the case that the accident leaves several types of permanent consequences, the total extent of permanent consequences shall be determined by the sum of each extent of permanent consequences, at maximum though up to the amount of 100%.
5. If the permanent consequences of an accident concern a part of the body or organ whose functionality had already been reduced from whatever cause prior to the accident, the insurer shall reduce its insurance indemnity by the extent of the functional disability before the accident.

Article 7

Insurance indemnity in the case of death in consequence of an accident

1. In the event of the insured's death as a result of an accident, the insurer shall pay to the beneficiary the sum insured in the case of death in consequence of an accident.
2. Where the beneficiary becomes entitled to insurance indemnity and the insurer has already paid out the insurance indemnity for permanent consequences of the same accident, the insurer shall be obliged to pay only the difference between the insured sum for the case of death in consequence of an accident and the already paid insurance indemnity for permanent consequences of an accident.

Article 8

Reduction of indemnity

1. The insurer has the right to appropriately reduce the indemnity in the case:
 - a) where the insured person breaches obligations set out in Part A, Article 10 of these Insurance Conditions and in Article 3 of this part of the Insurance Conditions;
 - b) of an accident that occurred as a consequence of consuming alcohol, if at the time of the accident occurring the insured person had an alcohol content in exhaled breath of 0.24 mg/l and less or a blood ethanol value of 0.5 per mille or less, or where the alcohol content determined by a method other than breathalyser test is equivalent to the mentioned values.

Article 9

Exclusions from insurance indemnity

In addition to the exclusions from insurance listed in Part A, Article 12 of these Insurance Conditions:

1. the insurer shall not provide indemnity for:
 - a) the consequences of an accident that the insured person suffered prior to concluding the insurance policy, unless agreed otherwise in the insurance policy;

- b) the consequences of diagnostic, therapeutic and preventive interventions that were not performed for the purpose of treating the consequences of an accident;
 - c) a deterioration of an existing illness as a result of an accident;
 - d) accidents involving parts of the body afflicted by congenital or developmental defects;
 - e) accidents that result from a failure or loss of consciousness, stroke, epileptic seizure or other spasmodic seizures that afflict the entire body;
 - f) accidents, including their consequences, that the insured person him/herself caused, suicide or attempted suicide.
2. the insurer shall also not provide indemnity for accidents the insured person suffers:
 - a) in connection with the insured person's intentional conduct for which a court has found him/her guilty of an offence, or in connection with the insured person's conduct that breached legal regulations, orders or prohibitions;
 - b) due to a mental disorder;
 - c) as a result of the use of narcotic, psychotropic, addictive, toxic substances or non-prescription drugs by the insured;
 - d) as a consequence of the conscious ingestion of solid or liquid substances not intended for consumption;
 - e) in consequence of the insured person's active participation in any rebellions, strikes, riots, terrorist acts of any kind, as well as in consequence of a violation of martial law conditions, or in consequence of war events;
 - f) in consequence of nuclear radiation (and accident caused directly or indirectly by nuclear energy);
 - g) as a result of the insured person driving a vehicle (motor vehicle, motorcycle, etc.) without a valid driving licence;
 - h) during the active performance of service in the Armed Forces of a country other than the Slovak Republic, unless stipulated otherwise in the insurance policy;
 - i) in consequence of an intervention of state or official power, if this intervention was performed directly against the insured person.
 3. the insurer shall not provide indemnity for accidents that occurred in consequence of the use of alcohol, if at the time of the accident occurring the insured person had alcohol content in exhaled breath of more than 0.24 mg/l or the alcohol content determined by a method other than breathalyser test is equivalent to the mentioned value.
 4. the beneficiary shall not acquire the right to indemnity if he/she caused the insured person's death by an intentional criminal act for which a court has found him/her guilty.

Part F
SPECIFIC PROVISIONS FOR
CANCELLATION INSURANCE FOR AN ORDERED SERVICE

Article 1
Subject of Insurance

- 1 From the cancellation insurance for an ordered service the insured person has the right to reimbursement of a cancellation fee, or part thereof, under the conditions and in the extent referred to in Article 2 and Article 4 of this part of the Insurance Conditions.
- 2 From the cancellation insurance for an ordered service, the insured person has the right also to payment of fees for a change of date at which the pre-ordered service was to have been provided and which is stated on a document confirming its booking, under the conditions and in the extent referred to in Article 2 and Article 4 of this part of the Insurance Conditions.
2. From the cancellation insurance for an ordered service, the insured person has the right also to payment of fees for a change of person to whom the pre-ordered service was to have been provided and who is stated on a document confirming the booking of the service, under the conditions and in the extent specified in Article 2 and Article 4 of this part of the Insurance Conditions.

Article 2
Insured event

1. The insured event is
 - a) cancellation of an ordered service by the customer; or
 - b) a notification of a change of date at which the pre-ordered service was to have been provided; or
 - c) notification of a change of person to whom the pre-ordered service was to have been provided,

for reasons referred to in point (2) of this article, which happened over the course of the policy duration, at a time between the day following that of concluding the insurance policy, while the day of concluding the insurance policy may not be later than 2 working days from the day of the binding booking of the ordered service and the day of commencing the journey leading to using the ordered service, though not later than the day of cancellation of the ordered service by the insured person at the provider of the ordered service.

2. A reason for an insured event under point (1) of this article is:
- a) acute illness of the insured person, if there is not a medically based assumption that treatment of this illness will be completed by the day when the insured person is to commence the journey leading to using the ordered service;
 - b) an accident of the insured person, if there is not a medically based assumption that the treatment of this accident will be completed by the day when the insured person is to commence the journey leading to using the ordered service;
 - c) hospitalisation of the insured person in consequence of an acute illness or accident, where this represents an imminent threat to the insured person's life and there is the medically based assumption that this hospitalisation will continue also on the day when the insured person is to commence the journey leading to using the ordered service, or in the case that the insured person's hospitalisation was completed prior to commencing the journey leading to using the ordered service, but there is the medically based assumption that the insured person's state of health after completing hospitalisation will not allow the insured person to commence the journey leading to using the ordered service;
 - d) the acute illness of a close person, on the condition that the illness causes him/her to be bedridden and requires care by the insured person, if there is the medically based assumption that the treatment of this illness will not be completed by the day when the insured person was to have commenced the journey leading to using the ordered service;
 - e) an accident of a close person, on the condition that this accident causes him/her to be bedridden and requires care by the insured person, if there is the medically based assumption that the treatment of this accident will not be completed by the day when the insured person was to have commenced the journey leading to using the ordered service;
 - f) hospitalisation due to an acute illness or accident to a close person, where this represents an imminent threat to life and there is the medically based assumption that this hospitalisation will continue also on the day when the insured person is to commence the journey leading to using the ordered service, or in the case that the insured person's health status after completing hospitalisation does not allow the insured person to commence the journey leading to using the ordered service;
 - g) acute illness, accident or hospitalisation of a minor child (§ 8 of the Civil Code – Act no. 40/1964 Coll. as amended), which require care of the child by the insured person, if there is the medically based assumption that the treatment of this illness, accident or hospitalisation will not be completed by the day when the insured person was to have commenced the journey leading to using the ordered service;
 - h) death of the insured person or a close person. In the case of the insured person's death, a close person or eligible heir cancels the ordered service. In the case of the death of a close person who was not to have used the ordered service together with the insured person, or who is not stated on the insurance policy with the insured person, the insured event is the event that happened in a period shorter than 30 days prior to commencing the journey leading to using the ordered service.
 - i) a natural disaster that caused damage to the insured person's property or health, under the condition that this event occurred at earliest 5 days prior to commencing the journey leading to using the ordered service and that this event prevented the insured person from using the ordered service;
 - j) the occurrence of damage due to water from water piping, under the condition that this event occurred at earliest 3 days prior to commencing the journey leading to using the ordered service and this event prevented the insured person from using the ordered service;
 - k) the damage was caused to the insured person by a criminal act by a third party, if this event prevented the insured person from using the ordered service;
 - l) the insured person's involuntary loss of employment due to notice of termination from the side of his/her employer and his/her subsequent unemployment, though only under the conditions the insured person received the notice of termination only after concluding the insurance policy and also that the insured person is registered at the locally competent Office of Labour, Social Affairs & Family as a jobseeker;
 - m) in the case of individual transport during the journey, a serious traffic accident, natural disaster, strike, criminal act by a third party, if this prevents the insured person from continuing in the journey toward using the ordered service, under the condition that upon commencing the journey leading to using the ordered service the insured person could not have anticipated such event. Individual transport shall be deemed to mean transport by car, habitable motor vehicle or motorcycle by which the insured person is separately transported to and from abroad.
 - n) an official statement by the Ministry of Foreign & European Affairs of the Slovak Republic that at the destination where the insured was to stay there is an increased risk of staying in the country due to a

natural disaster, war, or that in a country through which the insured person was to pass (if no substitute safe route can be used) there is a heightened risk of staying due to a natural disaster, war, civil unrest, terrorism and for these reasons it is not recommended to travel to the particular destinations, if it is assumed that the risk of staying there will also continue to last on the day when the insured person was to have commenced the journey leading toward using the ordered service. The right to claim indemnity does not arise in the case that the reason for the increased risk was already known, announced or expected at the time of booking the service.

3. An insured event is also the cancellation of an ordered service by the insured, notification of a change in date or notification of a change of person, if either of these reasons stated in point (2) of this article happened in the case of one co-traveller who is not a close person of the insured, who purchased the ordered service in order to travel together with the insured person, and who is stated together with the insured person on one insurance policy. The insurer shall, in such case, pay the insurance indemnity at maximum to one other co-travelling person stated together with the insured person on the one insurance policy.

Article 3 Exclusions from insurance

In addition to the exclusions from insurance listed in Part A, Article 12 of these Insurance Conditions:

1. the insurance cover excludes the cancellation of an ordered service, if the reason for cancellation in the case of the insured person or his/her close person occurred in connection with:
 - a) illnesses already identified and existing at the time of booking the service, chronic and/or recurring, if this is not an acute condition. In the case of an acute deterioration, chronic and/or recurring illness, the insurance indemnity is provided under the condition that the booking of the service was demonstrably consulted and approved by an attending physician. This provision shall not apply in the case where this concerns an insured event under Article 2(1)(c) or (f) of this part of the Insurance Conditions.
 - b) mental disorders or mental illnesses, if these were known to the insured person at the time of booking the service. This provision shall not apply in the case where this concerns an insured event under Article 2(1)(c) or (f) of this part of the Insurance Conditions.
 - c) withdrawal effects in the case of addiction to alcohol, drugs or other narcotic or psychotropic substances, medicines that were not issued to the insured person or close person on prescription;
 - d) abortion, with the exception of medically indicated abortion:
 - for medical reasons, until the end of the 12th week of pregnancy;
 - for genetic reasons until the end of week 24 of pregnancy;
 - for reason of risk to the mother's life regardless of the duration of the pregnancy;
 - e) consequences of not undergoing compulsory vaccination;
 - f) sexually transmitted diseases;
 - g) self-harm, suicide attempt and suicide;
 - h) an event that was caused by the insured person or by a close person intentionally, by wilful negligence or in connection with a misdemeanour or criminal activity;
 - i) driving a motor vehicle without a driving license;
 - j) handling of a firearm or explosive by the insured person or his/her close person.
2. the insurance coverage excludes the cancellation of an ordered service, if the reason for cancellation in the case of the insured person or his/her close person occurred at a time when the insured person or close person, in the case of whom any of the facts referred to in Article 2(1)(a) to (h) and (l) of this part of the Insurance Conditions happened, were under the influence of alcohol, drugs, narcotic or psychotropic substances or medicines that were not issued to the insured person or close person on prescription.
3. the insurance coverage excludes the cancellation of an ordered service, if the reason for cancellation arose in connection with:
 - a) the action of nuclear energy or the influence of radioactive material;
 - b) war, civil unrest, terrorism, unless this is a case under the provision of Article 2(2)(n) of this part of the Insurance Conditions.
4. no claim for insurance indemnity from the cancellation insurance for an ordered service arises in the case where the insured person cancels an ordered service, while the ordered service is used by a different person (replacement) under the same conditions and at the same date.
5. cancellation insurance for an ordered service shall not relate to services that were contractually ordered more than 2 working days prior to the day of arranging the insurance (date and time of conclusion).

Article 4 Indemnity

1. The eligible person for the provision of insurance indemnity is the insured person. In the case that an insured event occurs due to the insured person's death, the eligible heir shall acquire the right to the insurance indemnity.
2. Calculation of the insurance indemnity is always based
 - a) in the case of an insured event under Article 2(1)(a) of this part, on the amount of the cancellation fee applicable to one person, determined from the price of the ordered service for this person and which the service provider claims against the insured person in accordance with the cancellation conditions applicable for the ordered service, whereby the insurance indemnity may not exceed the maximum amount of the insurance indemnity under points (3) and (4) of this article, and at the same time may not exceed the amount of the insured sum stated in the insurance policy.
 - b) in the case of an insured event under Article 2(1)(b) and (c) of this part, on the amount of the fee applicable to one person, determined by the service provider in accordance with the applicable business conditions valid for the pre-ordered service, whereby the insurance indemnity may not exceed the maximum amount of the insurance indemnity under points (3) and (4) of this article, and at the same time may not exceed the amount of the insured sum stated in the insurance policy.

The insurer shall pay out to the insurance indemnity in the currency in which it was claimed by the service provider. If a cancellation fee or fee for a change of date or for a change of person is paid by the insured person, the insurer shall pay the insured person the insurance indemnity in the currency valid in the territory of the Slovak Republic. The conversion of a different currency to a currency applicable in the territory of the Slovak Republic shall be made according to the European Central Bank exchange rate sheet valid on the day the insured event occurred.

3. Maximum amount of indemnity

- 3.1. The insurer's maximum amount of insurance indemnity is 80% of the cancellation fee claimed by the service provider, unless agreed otherwise in the insurance policy.
- 3.2. If the cause of the cancellation is the death of the insured (Article 2(1)(h) of this part of the Insurance Conditions), the insurer shall pay out 100% of the cancellation fee to his/her entitled heirs. If the cause of the cancellation is the death of a close person of the insured (Article 2(1)(h) of this part of the Insurance Conditions), the insurer shall pay out 100% of the cancellation fee.
- 3.3. If the cause of the cancellation is the hospitalisation of the insured (Article 2(1)(c) of this part of the Insurance Conditions), where this hospitalisation lasts at least three consecutive days, the insurer shall pay out 90% of the cancellation fee. If the cause of the cancellation is the hospitalisation of a close person of the insured (Article 2(1)(f) of this part of the Insurance Conditions), where this hospitalisation lasts at least three consecutive days, the insurer shall pay out 90% of the cancellation fee.
- 3.4. The insurer shall pay insurance indemnity under Articles 3.1., 3.2. and 3.3 of this point at maximum up to the amount of the insured sum stated in the insurance policy, unless agreed otherwise in the insurance policy. The insured sum is per person.

4. Maximum amount of insurance indemnity for family discount type

- 4.1. The insurer's maximum amount of insurance indemnity is 80% of the cancellation fee claimed by the service provider, unless agreed otherwise in the insurance policy.
- 4.2. If the cause of the cancellation is the death of the insured (Article 2(1)(h) of this part of the Insurance Conditions), the insurer shall pay out 100% of the cancellation fee to his/her entitled heirs. If the cause of the cancellation is the death of a close person of the insured (Article 2(1)(h) of this part of the Insurance Conditions), the insurer shall pay out to the insured 100% of the cancellation fee.
- 4.3. If the cause of the cancellation is the hospitalisation of the insured (Article 2(1)(c) of this part of the Insurance Conditions), where this hospitalisation lasts at least three consecutive days, the insurer shall pay out to the insured 90% of the cancellation fee. If the cause of the cancellation is the hospitalisation of a close person of the insured (Article 2(1)(f) of this part of the Insurance Conditions), where this hospitalisation lasts at least three consecutive days, the insurer shall pay out to the insured 90% of the cancellation fee.
- 4.4. The insurer shall pay the insurance indemnity under Articles 4.1., 4.2. and 4.3. of this point per person at maximum up to the amount of the insured sum stated in the insurance policy and for all persons listed together in the one insurance policy at maximum up to the amount stated in the insurance policy. In the case of insurance indemnity from one insured event for multiple insured persons, the insurance indemnity shall be paid out on a pro rata basis, in the same proportion for each person.

Article 5 Obligations of the insured

In addition to the obligations listed in Part A, Article 10 of these Insurance Conditions, the insured person is obliged to:

1. cancel the ordered service, and to provide information as to whether the ordered service will be used by another person (replacement), to promptly inform the service provider, no later than 2 days from the occurrence of the event that prevented the insured person from using the ordered service;
2. cancel the ordered service, and to provide information as to whether the ordered service will be used by another person (replacement), to promptly inform the service provider, no later than 5 days from the occurrence of the event that prevented the insured person from using the ordered service;
3. prove the occurrence of the insured event and submit the following documents to the insurer:
 - a) the completed form "Damage Event Report";
 - b) document on payment of the premium, indicating the date of payment;
 - c) document on payment of the price for the ordered service;
 - d) document on confirming the booking of service at the service provider from the date of booking the service;
 - e) confirmation and documents of the service provider on the cancellation of the ordered service, indicating the date of cancellation and indicating the amount of the cancellation fee;
 - f) document proving the billing of the fee for changing date on which the earlier ordered service was to have been provided, stating the amount of this fee;
 - g) document proving the billing of the fee for changing person to whom the earlier ordered service was to have been provided, stating the amount of this fee;
 - h) applicable cancellation terms & conditions for the ordered service;
 - i) a report confirmed by an attending physician from the day of the occurrence of the illness or injury, or from the day of the change in the health status, giving the diagnosis and indicating the expected date of completing treatment; in the case of acute illness of a close person or injury of a close person, the doctor's confirmation of the close person's health status requiring care by the insured and that the treatment will not be completed by the day of the insured person beginning the journey leading to use of the ordered service (Article 2(1)(d) and (e) of this part of the Insurance Conditions); in the case of acute illness, injury, hospitalisation of a minor, requiring care by the insured close person (Article 2(1)(g) of this part of the Insurance Conditions), a confirmation by the doctor that treatment of the illness, accident or hospitalisation will not be completed by the day when the insured person was to begin the journey leading to use of the ordered service;
 - j) a report confirmed by an attending physician stating that prior to booking the service the doctor had not precluded the possibility for the insured to travel on the date when he/she was to have begun the journey. The insured person is required to submit this report only in the case that as at the date of booking the service he/she had not been suffering from the illness, or chronic or repeating illness, the acute deterioration of which was the cause of cancelling the ordered service, or the insured person had not been found to be pregnant. The insured person is required to submit this report also in the case where health complications in pregnancy are the reason for cancelling the ordered service.
 - k) doctor's confirmation that hospitalisation of the insured person or his/her close person has lasted at least 3 consecutive days and will not be completed by the day when the insured person was to have begun the journey leading to using the ordered service (Article 2(1)(c) and (f) of this part of the Insurance Conditions);
 - l) document on death, stating the cause of death (to me submitted by a beneficiary) in the case of an event under Article 2(1)(h) of this part of the Insurance Conditions;
 - m) a copy of the decision on inclusion in the jobseekers register at the locally competent Office of Labour, Social Affairs & Family;
 - n) document on the occurrence of the event under Article 2(1)(l) of this part of the Insurance Conditions, clearly proving the reason for the notice of termination, and the date when the notice of termination was delivered to the insured.

The insurer is entitled to request submission of the originals of these documents.
4. submit, at the insurer's request, the following documents:
 - a) itinerary (logbook, travel guide, travel plan, route description) from the service provider;
 - b) excerpt from the insured person's health insurance card;
 - c) police report;
 - d) other documents clearly proving the occurrence of the insured event, or other documents necessary for processing the insurance claim;
 - e) insurance policy.

The insurer is entitled to request the submission of the originals of these documents.

5. ensure that the attending physician can inform the insurer about the insured's health status.

**Part G
SPECIAL PROVISIONS
FOR INSURANCE OF EXPENSES
FOR TECHNICAL ASSISTANCE IN A RESCUE ACTION**

**Article 1
Subject of insurance**

1. The subject of insurance is the necessary expenses as specified in Article 2 of this part of the Insurance Conditions, incurred in connection with rescue activity carried out by employees of a locally competent rescue service abroad if an insured event defined in Article 4 of this part of the Insurance Conditions has happened. Rescue activity shall be considered to mean also the provision of first-aid at the place of the rescue operation.

**Article 2
Scope of insurance**

1. The insurer shall pay the necessary expenses, with the exception of expenses reimbursed from insurance of medical costs abroad (Part B of these Insurance Conditions), under Article 1 of this part of the Insurance Conditions, for:
 - a) search for a person;
 - b) freeing a person;
 - c) transfer from the place of the rescue operation to the place of transport of the insured person by a transport medical service, or to the nearest medical facility, unless such transport is paid from insurance for medical expenses abroad (Part B of these Insurance Conditions).
 - d) transfer (removal) of bodily remains from the place of rescue operation to the place of transport of bodily remains by a transport health service.

**Article 3
Insured sum**

1. The insured sum is the upper limit of the insurance indemnity for one insured event of one insured person.
2. The insured sum stated in the insurance policy is the upper limit of the insurer's indemnity for each insured event during the policy duration.

**Article 4
Insured event**

1. The insured event is the death of the insured person or the occurrence of an emergency situation in consequence of which there arose an imminent threat to the life or health of the insured during his/her stay abroad, and which required the performance of a rescue operation by a locally competent rescue organisation abroad, and if the insured person was obliged to pay the necessary expenses associated with this rescue activity.

**Article 5
Exclusions from insurance**

In addition to the exclusions from insurance listed in Part A, Article 12 of these Insurance Conditions:

1. the right to the insurance indemnity does not arise if the insured's death or emergency situation arose:
 - a) in consequence of wilful non-compliance with instructions issued for ensuring the safety of persons;
 - b) at a time when the insured person was under the influence of
 - drugs, narcotics or psychotropic substances;
 - medicines that were not issued to the insured person on medical prescription;
 - alcohol, if the death or accident happened during the performance of work activity in the framework of a foreign business trip;
 - alcohol, if the death or accident happened to the insured person as a driver during a traffic accident or to the insured as a cyclist, or to the insured while piloting a boat;
 - c) in relation to withdrawal symptoms in the case of addiction to alcohol, drugs or other narcotic or psychotropic substances, medicines not prescribed to the insured person;

- d) in connection with the wilful failure to take medication or wilful misuse of medicines prescribed to the insured;
 - e) in connection with self-harm, attempted suicide or suicide;
 - f) in connection with the insured's wilful participation in any war, rebellion or uprising;
 - g) in connection with the action of nuclear energy or the effect of radioactive material;
 - h) in connection with the handling of a firearm or explosive by the insured;
 - i) in connection with the insured person's movement outside marked trails;
 - j) in connection with the insured person's movement in a cave environment (with the exception of caves accessible to the public), including a route between the entrance to a cave and a marked hiking trail.
2. no right to insurance indemnity shall arise in the case where the insured person's death or emergency situation arose at a time when the insured was under the influence of alcohol, if at the time of death or occurrence of the emergency situation, the insured person had alcohol content in exhaled breath of more than 0.24 mg/l, blood ethanol of more than 0.5 per mille or the alcohol content determined by a method other than a breathalyser test is equivalent to the indicated values.

Article 6 Indemnity

1. The beneficiary for the provision of the insurance indemnity is the insured person, the healthcare provider, the locally competent rescue organisation abroad, or another person who, according to Article 2 of this part of the Insurance Conditions demonstrably outlaid the expenses.
2. The insurance indemnity shall be paid out by the insurer or partner on the basis of the submitted originals of the documents referred to in Article 7 of this part of the Insurance Conditions.
3. The insurance indemnity shall be paid out by the insurer in the currency valid in the territory of the permanent residence or domicile of the payee.
4. If the insured person paid the expenses, the insurer shall pay out to him/her the insurance indemnity in the currency valid in the territory of the Slovak Republic at the exchange rate of funds according to the European Central Bank's exchange rate sheet applicable on the day of the insured event occurring.

Article 7 Obligations of the insured

1. In addition to the obligations listed in Part A, Article 10 of these Insurance Conditions, the insured is obliged to submit the following documents:
 - a) the completed form "Damage Event Report";
 - b) a record on the performance of rescue activity for proving the justification of necessary expenses for acts under Article 2 of this part of the Insurance Conditions;
 - c) a document on payment of expenses by the insured person for the performance of rescue activity, including a breakdown of each billed rescue activity operation;
 - d) a report confirmed by a doctor stating the diagnosis, if the reason for performing the rescue activity was an injury / accident of the insured;
 - e) other documents clearly proving the occurrence of the insured event, or other documents requested by the insurer needed for processing the insurance claim. The insurer is entitled to request the submission of the originals of these documents.
2. The submission of documents referred to in point (1) of this article is a condition for payment of the respective insurance indemnity.

Part H SPECIAL PROVISIONS FOR INSURANCE OF EXPENSES FOR MOUNTAIN RESCUE SERVICE INTERVENTION (MRS INSURANCE)

Article 1 Subject of insurance

1. The subject of insurance are necessary expenses for an intervention of the Mountain Rescue Service (the "MRS") as specified in point (2) of this article, incurred in connection with rescue activities performed by MRS employees (the "MRS intervention") in any of the mountain areas in the territorial competence of the MRS, as listed in the act governing the activity of the Mountain Rescue Service, if such expenses were charged in the territory of the Slovak Republic to the insured person or, in the case of the death of the

insured person, to the eligible heir (the “necessary expenses”) in accordance with the applicable price list for MRS expenses, issued by the MRS, and if an insured event defined in Article 2 of this part of the Insurance Conditions has happened. Rescue activity shall be considered to mean also the provision of first aid at the place of the rescue intervention.

Article 2 Scope of insurance

1. The insurer shall pay necessary expenses, with the exception of expenses paid from public health insurance, under Article 1 of this part of the Insurance Conditions for:
 - a) searching for a person in a mountain area (search);
 - b) freeing a person;
 - c) transfer from the place of the MRS intervention to the place of transport of the insured person by medical transport service or to the nearest medical facility in the territory of the Slovak Republic, unless such transport is covered by public health insurance or insurance of medical costs applicable in the territory of the Slovak Republic.
2. The insurer shall pay necessary expenses, with the exception of expenses covered by public health insurance under Article 1 of this part of the Insurance Conditions for natural persons who as at the date of the start of insurance exceeded the 18th year of age and are legally competent, irrespective of their nationality (the insured).

Article 3 Insured sum

1. The insured sum is the upper limit of the insurance indemnity for one insured event of one insured person.
2. The insured sum stated in the insurance policy is the upper limit of the insurer’s insurance indemnity for each insured event during the policy duration.

Article 4 Insured event

1. An insured event is the death of the insured or the occurrence of an emergency situation in consequence of which there arose an imminent threat to the health or life of the insured during his/her stay in mountain areas in the territorial competence of the MRS according to the act governing the activity of the MRS that required MRS intervention and if the insured person incurred the obligation to pay the necessary expenses under Article 2 of this part of the Insurance Conditions. The insured event must arise during the policy duration.

Article 5 Exclusions from insurance

In addition to the exclusions from insurance listed in Part A, Article 12 of these Insurance Conditions:

1. the insurer shall not provide indemnity for:
 - a) performances that were not provided by MRS employees, with the exception of performances that were provided by a civil association, other legal entities and natural persons performing rescue activity in mountain areas in cooperation with the MRS;
 - b) healthcare performances covered by public health insurance.
2. The insurer shall not pay necessary expenses if the death of the insured person or emergency situation occurred:
 - a) in consequence of wilful non-compliance with instructions issued for ensuring the safety of persons in the mountain area;
 - b) at a time when the insured person was under the influence of:
 - drugs, narcotics or psychotropic substances;
 - medicines that were not issued to the insured person on medical prescription;
 - alcohol, if the death or accident happened during the performance of work activity in the framework of a foreign business trip;
 - alcohol, if the death or accident happened to the insured person as a driver during a traffic accident or to the insured as a cyclist, or to the insured while piloting a boat;
 - c) in relation to withdrawal symptoms in the case of addiction to alcohol, drugs or other narcotic or psychotropic substances, medicines not prescribed to the insured person;

- d) in connection with the wilful failure to take medication or wilful misuse of medicines prescribed to the insured;
 - e) in connection with self-harm, attempted suicide or suicide;
 - f) in connection with the insured's wilful participation in any war, rebellion or uprising;
 - g) in connection with the action of nuclear energy or the effect of radioactive material;
 - h) in connection with the handling of a firearm or explosive by the insured.
3. no right to insurance indemnity shall arise also in the case where the insured person's death or emergency situation arose at a time when the insured was under the influence of alcohol, if at the time of death or occurrence of the emergency situation, the insured person had alcohol content in exhaled breath of more than 0.24 mg/l, blood ethanol of more than 0.5 per mille or the alcohol content determined by a method other than a breathalyser test is equivalent to the indicated values.
 4. the insurance shall not apply to persons performing winter sports on marked ski trails in the case that the provision of first aid in case of an accident, including transfer of the injured person to a place where immediate health care is provided to that person, is ensured by the ski trail operator in accordance with Act no. 544/2002 Coll., as amended.

Article 6 Indemnity

1. The beneficiary to receive the indemnity is the insured person, MRS, healthcare provider or other person who demonstrably outlaid the expenses under Article 1 of this part of the Insurance Conditions.
2. The insurance indemnity shall be paid out by the insurer on the basis of submitted originals of documents referred to in Article 7(2)(b) of this part of the Insurance Conditions.
3. Insurance indemnity shall be paid out in the currency applicable in the territory of the Slovak Republic, unless agreed otherwise in the insurance policy.

Article 7 Obligations of the insured

1. In addition to the obligations listed in Part A, Article 10 of these Insurance Conditions, the insured person is obliged to:
 - a) comply with instructions issued for ensuring the safety of persons in mountain areas, to comply with the rules of behaviour on the ski trail issued by the ski trail operator;
 - b) make a written entry, before commencing a walk, hike or ascent, in the Book of Walks & Ascents stating the details: name, surname, destination, route, start time and estimated time of return, phone number. If the insured does not have the possibility to make an entry in the Book of Walks & Ascents, he/she is obliged to report the data in the scope referred to in the previous sentence to the MRS or to a person who will notify the MRS of any potential emergency situation of the insured;
 - c) make a check-out after returning from a walk, hike or ascent in the Book of Walks & Ascents or report the return from a walk, hike or ascent to the MRS or to a person whom the insured asked to report his potential emergency situation;
 - d) report the occurrence of an emergency situation in a mountain area without delay to the MRS (telephone number: 18300) or to the integrated emergency rescue system call centre (telephone number: 112) or to the relevant local MRS centre.
2. In addition to the obligations listed in Part A, ARTICLE 10 of these Insurance Conditions, the insured person in the case of an insured event is obliged to:
 - a) cooperate effectively with the MRS in order that the cost of the indemnity from the insured event are not unreasonably increased;
 - b) submit the following documents to the insurer:
 - the completed form "Damage Event Report";
 - a record on the MRS intervention for proving the justification of the necessary expenses for operations under Article 2 of this part of the Insurance Conditions;
 - a document on payment of expenses for the MRS intervention, including a breakdown of the rescue activity performances billed;
 - a report confirmed by a doctor stating the diagnosis, if the reason for performing the MRS intervention was an injury / accident of the insured;
 - a statistical report on the death (be submitted by the eligible heir), if the reason for the MRS intervention was the death of the insured;
 - other documents clearly proving the occurrence of the insured event, or other ;documents requested by the insurer needed for processing the insurance claim.

The insurer is entitled to request the submission of the originals of these documents. Submission of these documents is a precondition for payment of the respective insurance indemnity.

Part I
SPECIAL PROVISIONS
FOR PET INSURANCE

Article 1
Subject and scope of insurance

1. A pet is considered to mean an animal stated in the insurance policy and which has an international vaccination pass (Pet Pass).
2. From pet insurance, the insured person (the pet owner) has the right:
 - a) for coverage of necessary treatment expenses specified in point (4) of this article arising in consequence of an accident or acute illness of the insured pet abroad, if the non-provision of immediate health care could directly jeopardise the life or health of the insured pet and if these expenses have been charged to the insured abroad ("necessary treatment expenses");
 - b) that the insurer pay for him/her claims of an aggrieved party for any damage caused to the aggrieved party by the pet whose owner is the aggrieved ("damage liability"). In this case, the insured has the right that the insurer pay for him/her:
 - claims by the aggrieved party for damage to health and/or life;
 - claims by the aggrieved party for damage to a thing;
 - consequential damage, including lost profits, incurred in direct connection with the damage to health, life and/or to a thing;
 - claims for payment of expenses claimed against the insured person for reason of damage to the health and/or life of the aggrieved party for which the insured person is liable in connection with the damage to health and/or life that is the reason for providing the indemnity;
 - rescue costs;
 - necessary, demonstrable expenses of the aggrieved party for ascertaining the scope and causes of the damage, if these expenses were outlaid by the aggrieved party with the insurer's written consent,
 if the insured person as the pet owner is liable for the damage under applicable law. A precondition of the right to the provision of insurance indemnity is that the damage event occurred during the policy duration.
3. If also agreed in the insurance policy and if committed to in writing, the insurer shall, in connection with damage liability under point (2)(b) of this article also cover the costs:
 - a) associated with the insured person's legal representation by a lawyer, or with taking on court expert, in civil, offence or criminal proceedings against the insured person, and with proceedings on damage compensation, if proceedings were necessary for ascertaining the insured person's liability, or for ascertaining the amount of damage, and if the insured person is obliged to pay them;
 - b) a bond or other financial collateral connected with infringement or criminal proceedings against the insured person for an offence or criminal act from wilful negligence that the insured person committed over the course of the policy duration, if these proceedings against the insured person will be connected with pre-trial detention or imprisonment.
 - c) connected with legal representation of the aggrieved party by a lawyer, and which the insured party is obliged to pay on the basis of a court decision;
 - d) associated with out-of-court negotiation of a claim for damage compensation, if this negotiation was needed for ascertaining the insured person's liability, or for ascertaining the amount of damage, and this also in the case where a claim proves to be unfounded.

A prerequisite for payment of costs under this point is that they were outlaid in connection with damage incurred over the course of the policy duration that could be an insured event.
4. The insurer shall cover the necessary medical expenses pursuant to point (2)(a) of this article for:
 - a) outpatient veterinary treatment, including prescribed medicines and prescribed medical aids and medical material for the fixation of parts of the body or for supporting walking;
 - b) hospitalisation and veterinary treatment during hospitalisation, including prescribed medicines and prescribed medical aids and medical material for the fixation of parts of the body or for supporting walking;
 - c) transfer to the nearest veterinary facility.

The insurer shall cover expenses under this point up to the amount of the insured sum stated in the insurance policy.

5. The insurer shall cover expenses for outpatient treatment of a pet's teeth, though only in the essential scope and/or urgent treatment necessary for removing pain, if the reason for the treatment is not neglect or failure to treat teeth before travelling abroad. The insured sum for one insured event is stated in the insurance policy, where one insured event shall be deemed to mean urgent treatment of one tooth. The insured sum for all insured events during the insurance period is stated in the insurance policy.

Article 2 Insured event

1. An insured event for necessary treatment expenses is the occurrence of a change in the pet's health status in consequence of an accident or acute illness that occurred abroad over the course of policy duration and that requires immediate outpatient veterinary treatment, hospitalisation or transfer of the pet, and in consequence of which there arises the obligation to pay necessary medical expenses under Article 1(4) and (5) of this part of the Insurance Conditions. The occurrence of a change of the health status must be confirmed by a veterinarian.
2. An insured event for damage liability is a loss event in connection with which the insurer becomes obliged to compensate for damage, if the loss event occurred over the course of policy duration.

Article 3 Exclusions from insurance

In addition to the exclusions from insurance listed in Part A, Article 12 of these Insurance Conditions:

1. in the case of an insured event under Article 2(1) of this part of the Insurance Conditions, the insurer shall not provide indemnity for:
 - a) acts that were not provided by a veterinary facility or veterinarian;
 - b) preventive examinations, vaccination, check-ups and veterinary procedures not needed for diagnosis, above-standard veterinary care;
 - c) treatment that is not scientifically or medically recognised;
 - d) buying medicines, if not prescribed by the attending veterinarian;
 - e) buying medicines for the treatment of the pet's illnesses diagnosed before commencing the trip abroad, and medicines that had begun to be used on the pet prior to commencing the journey abroad;
 - f) buying nutritional supplements, including vitamin and probiotic preparations, dietetic foods for special medicinal purposes and cosmetic products, even if they are prescribed by the attending veterinarian;
 - g) transfer of the pet from abroad to the home country;
 - h) chiropractic treatment, acupuncture, acupressure, homeopathy or other type of alternative treatment.
2. in the case of an insured event under Article 2(1) of this part of the Insurance Conditions, the insurer shall not cover necessary expenses defined in Article 1(4) and (5) of this part of the Insurance Conditions (incurred in consequence of an accident or illness of the pet), if the accident or illness arose in consequence of, or where the expenses had to be outlaid in consequence of:
 - a) illnesses already existing at the time of concluding the insurance, chronic or recurrent illnesses, with the exception of expenses relating to the provision of necessary and/or urgent treatment and acts necessary for averting immediate threat to life;
 - b) aesthetic and plastic surgery;
 - c) failure to undergo compulsory vaccination before going abroad;
 - d) wilful non-compliance with the recommendations of the attending veterinarian from the side of the insured, through not ensuring use of prescribed medicines or improper administration of medicines to the pet;
 - e) complications during pregnancy and birth.
3. in the case of an insured event under Article 2(2) of this part of the Insurance Conditions, the insurance shall not cover liability for damage:
 - a) caused by the pet to
 - the insured and/or a close person of him/her and/or
 - a business entity in which the insured, his/her spouse, relative in direct line, or person living with the insured in a common household, has a shareholding, and/or to a co-insured person;
 - b) caused by a breach of a legal obligation by the insured person prior to the start of the insurance;
 - c) caused by intentional action by the insured or assumed by the insured beyond the framework set by law;
 - d) decided on by a court in the USA or Canada;
 - e) caused by an infectious disease;
 - f) if the insured person, without the insurer's consent, fails to raise an objection based on a statute of limitation, or undertakes to pay a time-barred claim, or concludes a court settlement, or fails to submit

- in time and appeal against a decision of the competent authorities on compensation of damage, unless he/she received a different instruction from the insurer within the appeal term;
- g) caused to third-party's movables that were lent or rented to the insured, or who uses or has them in his possession for a different reason, with the exception of Part D, Article 1(4) of these Insurance Conditions;
 - h) caused to the environment pursuant to applicable directives of the European Parliament and the Council concerning environmental liability in the prevention and remediation of environmental damage or in the framework of generally binding legal regulations governing environmental liability and remediation of environmental damage, including preventive and remedial measures;
 - i) caused to valuables, objects of artistic or historical value, antiques and collections;
 - j) to valuables, cash, payment cards, meal vouchers, telephone cards, highway stickers, billable forms, securities, deposit and cheque books, documents and files;
 - k) in connection with the use of alcohol or an addictive substance or medicine marked with a warning symbol.
4. from the pet insurance, the insurer shall not cover expenses under Article 1 of this part of the Insurance Conditions if they were outlaid in connection with preparation for a competition or the pet's participation in a competition, or in connection with the pet's participation at an exhibition.

Article 4 Insured sum

1. The insured sum is the upper limit of the insurer's insurance indemnity for one and all insured events that occur over the course of the policy duration.

Article 5 Indemnity

1. Insurance indemnity shall be paid out by the insurer on the basis of submitted documents listed in Article 6(1)(c) and Article 6(2)(h) of this part of the Insurance Conditions.
2. The insurance indemnity may not exceed the insured sum agreed in the insurance policy in accordance with the provisions of Article 4 of this part of the Insurance Conditions.
3. If in the case of an insured event under Article 2(2) of this part of the Insurance Conditions the insured person compensates the aggrieved party directly and with the insurer's consent, the insured person has the right that the insurer issue to him/her the capital benefit the aggrieved party acquired thereby, though only in the amount in which the insurer would be obliged to provide indemnity.
4. Insurance indemnity shall be paid out by the insurer in the currency valid in the territory of the permanent residence or domicile of the payee.
5. If the insured person paid the necessary treatment expenses, the insurer shall pay out to him/her the insurance indemnity in the currency valid in the territory of the Slovak Republic at the exchange rate of funds according to the European Central Bank's exchange rate sheet applicable on the day of the insured event occurring.
6. In the case of an insured event under Article 2(2) of this part of the Insurance Conditions, in the event that the insured person dies, the aggrieved party shall have a claim directly against the insurer that the insurer shall compensate him/her for the damage in the same extent in which the insurer would be obliged to compensate him/her on behalf of the insured person, were the insured person to be alive.

Article 6 Obligations of the insured

In addition to the obligations laid down by law and set out in Part A, Article 10 of these Insurance Conditions, the insured is obliged to:

1. in the event of an insured event under Article 2(1) of this part of the Insurance Conditions:
 - a) cooperate effectively with the attending veterinarian, the insurer or its foreign partner, so that the costs for indemnity from the insured event are not unnecessarily increased;
 - b) give consent to the attending veterinarian to provide the insurer upon request information on the insured pet's health status;
 - c) submit the following documents:
 - veterinarian's report stating the diagnosis and prescribed medicines;
 - document on payment of expenses for outpatient treatment, for prescribed medicines, for transfer to the veterinary facility and hospitalisation;

- other documents clearly proving the occurrence of the insured event, or other documents requested by the insurer and necessary for liquidating the insured event;
- police report.

The insurer is entitled to request the submission of the originals of these documents.

2. in the event of an insured event under Article 2(2) of this part of the Insurance Conditions:
- a) make every effort and use all means and possibilities to prevent damage, in particular the insured person may not to breach obligations laid down by law, by these Insurance Conditions or by the insurance policy in the interest of preventing or minimising the risk of damage occurring, and may not tolerate a breach of these obligations from the side of third parties; if the insured person learns of any such risk that could have an impact on the occurrence of the damage event, the insured person is obliged to eliminate it and take such preventive measures as may be reasonably required of him/her; in the case that the damage event has occurred, take the necessary measures so as to minimise the damage;
 - b) promptly report to law enforcement authorities the damage event that occurred under circumstances giving rise to suspicion of a crime or attempted crime;
 - c) notify the insurer in writing without undue delay that an aggrieved party has exercised a right for damage compensation that the insurer is to pay, and to express an opinion on the compensation claimed and its amount; if the aggrieved party has filed a claim for damage compensation at court or at a different competent authority, the insured person is obliged to allow the insurer to attend the proceedings, or enter the proceedings as an auxiliary party;
 - d) notify the insurer without undue delay that criminal proceedings have been initiated against the insured person in connection with damage arisen, give the name and address of the insured person's chosen defending representative, in order that he/she informs the insurer about the course and results of these proceedings;
 - e) in proceedings on damage compensation that the insurer is to pay, proceed in accordance with the insurer's instructions, not to recognise or settle any damage compensation claim whatsoever without the insurer's prior consent;
 - f) notify the insurer without undue delay that the insured person has concluded damage liability insurance at a different insurer, state its name and registered office, and the amount of the insured sum agreed;
 - g) comply with other obligations prescribed by law;
 - h) submit the following documents to the insurer:
 - the completed form "Damage Event Report";
 - document proving the original value of the damaged thing;
 - document on payment of the damage caused, invoice for repair;
 - photo documentation, or other document proving the extent of the damage;
 - the aggrieved party's written damage compensation claim brought against the insured person;
 - police report;
 - a report confirmed by a physician, stating the diagnosis, where this concerns compensation for damage to health or life;
 - document on payment of costs by the insured for representation of the insured by a lawyer abroad;
 - document on payment of costs by the insured for the depositing of a bond or other financial security for the insured, if the insured was detained abroad, or was in custody;
 - document on death, stating the cause of death, if this concerns compensation of damage to life;
 - other documents clearly proving the occurrence of the insured event, or other documents requested by the insurer needed for processing the insurance claim.

The insurer is entitled to request the submission of the originals of these documents.

3. Payment of the insurance indemnity is conditional upon the submission of documents under point (1)(c) and point (2), (h) of this article.

Part J SPECIAL PROVISIONS FOR HOLIDAY HOUSEHOLD INSURANCE

Article 1 Interpretation of terms

In addition to the definitions listed in Part A, Article 1 of these Insurance Conditions, the following definitions shall apply for the purposes of the holiday household insurance:

Security lock cylinder	exchangeable part of a lock housing that changes a simple lock to a security lock
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Security foil	foil installed on glass, ensuring the required glass resistance according to STN EN 356 norm
Security door	full door with a multi-point locking system (with locking into at minimum three sides), secured against removal (either by implanting in the frame or by mechanical barrier), with valid resistance class certificate according to STN ENV 1627. The door must contain a security lock and plate of at least the same resistance class as the door itself.
Security glazing	laminated glass or glass with wire insert with resistance according to STN EN 356 norm
Security plate (shield)	plate protecting a security lock cylinder against smashing or its ripping out. The outer plate cannot be removable from the outside (fixed with screws). The security lock cylinder insert may not protrudes from the plate by more than 3 mm
Security lock	mechanical (mortise) lock with a security lock cylinder or other type of lock (electromechanical, magnetic, etc.) with a valid resistance class certificate according to STN ENV 1627
Ordinary door	a door of solid construction (wood, metal, plastic, etc.) with a thickness of minimum 40 mm, filling the entire entrance opening to the building
White and black electronics	refrigerators, freezers, stoves, microwaves, automatic washing machines, dryers, dishwashers, whirlpool and drum washing machines, laundry centrifuges, irons, fans and extractors, hair dryers, kitchen robots and deep fryers, slicers, vacuum cleaners with added appliances, home bread makers, television sets, radios, hi-fi systems, media players, home theatres, computer hardware, gaming consoles, satellite receivers, photo equipment, camcorders, scanners, faxes, binoculars, overhead projectors
Apartment	a residential room or set of residential rooms with accessories arranged in a self-contained functional unit for permanent housing, including building components, utility connections and co-ownership of a share of common parts and common facilities
Valuables	valuables (stamps, meal vouchers, revenue stamps, etc.), securities, deposit and cheque books, payment cards and other similar articles, precious metals and any articles made from them, loose pearls and precious stones, wristwatches
Household members	natural persons who live together permanently and collectively cover the costs for their needs
Household	a set of movable property that serve the needs of household members. The movable property must be in the ownership of household members or the household members use it on the basis of a written contract in civil life.
Functional grille	a grille formed of solid steel rods having a cross-sectional area greater than 1 cm ² , and a mesh size of at maximum 20 x 20 cm (or area – circle, ellipse, rectangle, not exceeding 400 cm ²). The rods must be joined in a rigid manner that prevents their expansion and the grid must be anchored in the masonry at at least 4 points in a manner that excludes the possibility of its dismantling in a non-violent way. If the grille is removable, it must be locked by at minimum 4 padlocks placed evenly around the perimeter. If the grille is openable, it must be fitted with a minimum of 2 hinges, protected against dismantling and must also be locked by a security lock that is protected by a security plate or by two padlocks.
Functional shutter	shutter made of solid material (wood, metal) and secured from the inside without the possibility of opening it from the outside in a non-violent way
Functional blind	Roller shutter made of corrugated metal, PVC, steel or aluminium slats, not openable and removable from the outside only with the aid of tools or violence (iron saw, hammer)
Protected area	a box, a room, a building (or part of it) that is listed in the insurance policy as the place of insurance

Hailstorm	a phenomenon during which ice pieces (whatever their size or weight), created in the atmosphere, fall on the insured thing, causing it to be damaged or destroyed. Damage caused by a hailstorm shall be considered to mean also damage caused by the entry of atmospheric precipitation into a building in consequence of damage caused by a hailstorm.
Robbery	the case where an offender intends to take possession of an insured thing: he uses violence against the insured person or against a person living with him/her in a common household. The use of narcotic, sleep-inducing or other paralysing means shall be considered the use of violence only if its use by the offender is proven in criminal proceedings; uses the threat of immediate violence against the insured or against a person living with him/her in a common household; exploits physical or mental distress of the insured or of a person living with him/her in a common household, which was caused by an accident during or immediately before the robbery. Robbery within the meaning of these Insurance Conditions shall not mean the abuse of a natural or physical indisposition of an insured person or person living with him/her in a common household, that was caused by the consumption of alcohol, drugs, medicines, or the use of psychotropic and addictive substances, and the unexpected tearing away of the insured thing by the offender from the shoulder (arm, back, hand, etc.), or its tearing out of the hand, and this even despite subsequent qualification of the act by a law enforcement authority.
Tank	an enclosed or partially open space with a content of at least 50 litres (a water or gas containers, tarps, aquariums, pools), intended for liquids or gases
Supersonic wave	pressure wave caused by aircraft overflight
Vehicle crash	collision (impact) of a rail vehicle, road vehicle or a self-propelled working machine (other than its work activity) into the insured thing
Wilful negligence	an action or omission of action about which the person knew that it may cause harm, but reckoned, without reasonable grounds for doing so, that the damage will not happen. Wilful negligence shall also mean such action or omission of action about which the person did not know that it may cause damage, though with regard to the situation and his/her personal circumstances, the person could and should have known. Wilful negligence shall also mean entrusting an untrained person with operating the insured thing.
Uninhabitable building	is the condition where a building, in consequence of an insured event, is so damaged that it does not provide the safety and protection of the health of people and the environment, and does not allow for the due use of the building for the intended purpose
Theft	theft of an insured thing: by stealing, by robbery, by damage or destruction of insured things by the action of an offender leading to the theft of insured things (damage of a third-party thing pursuant to the Criminal Code)
Other electronic equipment	all electronic devices other than white and black electronics, that are a part of the household
Other buildings	buildings connected to the ground by a fixed base, that fulfil a supplementary function to a family house or apartment, including built parts thereof, the technical, energy and technological equipment and outdoor utility connections that serve for purposes other than living that are in operation and are used. Other buildings are considered to mean farm buildings (shed, barn, sty, workshop), a cellar, summer kitchen, garden shelter, gazebo, shelter for garbage cans, livestock building, self-standing pergola, outdoor brick pool with equipment, separately standing sauna, self-standing solar or photovoltaic panels,

	fences including gates, parking spaces, pavements on the property of the insured, wells, septic tanks and cesspits.
Aircraft crash	includes the crash, fall or impact of an aircraft (in the broader sense, i.e. including a helicopter, balloons, gliders, drones, etc.), parts or cargo thereof
Fall of trees, poles and other objects	the movement of a thing that is not a component of the damaged insured thing, if this movement has the features of a free fall
Full door	door of solid construction (wood, metal, plastic, etc.) with a thickness of at least 40 mm. If the door is not solid construction (wood, metal, plastic, etc.), it must be reinforced on the inside by a metal sheet with thickness of at least 1 mm, steel reinforcements, etc.
Insured property	movable property listed in the insurance policy
Flood	the flooding of territorial units by water, which spilled from the banks of watercourses or water reservoirs (e.g. valley dams or ponds) or which tore through such banks or embankments
Fire	a conflagration in the form of a flame that originated outside a source intended for it or which left this source in an uncontrollable manner and spread by its own force. Damage caused by the risk of fire shall be deemed to mean also damage caused by smoke in the case of a fire, by extinguishing, or entrainment of a building during fire fighting.
Objects of cultural value	objects having relation to cultural events or personalities
Direct lightning strike	direct lightning strike to the subject of insurance or to a lightning protection device installed in a protected area. Damage caused by lightning strike shall be considered to mean only damage incurred: by the thermal and mechanical effects of lightning that caused perceptible damage or destruction of the subject of insurance or lightning protection device by electromagnetic effects of lightning, if damage occurred concurrently with the event under point (a).
Apartment accessories	ancillary rooms and spaces intended for use with the apartment (e.g. cellar, pantry, store outside the apartment)
Automatic fire extinguishing system	apparatus designed to detect and extinguish fire at an early stage, consisting of one or more water tanks and one or more sprinkler systems (pipelines and valve heads)
Building	a roofed structure firmly connected to the ground, which was built in accordance with the design documentation and in accordance with the applicable standards, and for which a final building approval has been issued (where the approval decision is not required, construction work must be completed) and is used for the purpose for which it was designed
Common parts of a house	parts of the house necessary for its essence and safety, intended for shared use, especially the foundations of the house, roofs, corridors, perimeter walls, facades, entrances, staircases, common terraces, attics, lofts, horizontal load-bearing and insulating structures and vertical load-bearing structures
Common house equipment	facilities for shared use and exclusively for this house. These are mainly elevators, laundry and boiler rooms, including technological equipment, driers, pushchair rooms, common television antennas, lightning conductors, chimneys, water, heat, sewer, electric, telephone and gas connections.
Building components	parts of buildings that are firmly attached to it and form a unit with it. It is not possible to separate them from the building without disrupting it. Building components are e.g.: plaster, decorating, paint, wallpaper, wall tiling, windows including exterior blinds, doors, floor tiling, flooring including laminate parquet floors, toilet and bathroom sanitary equipment, water, electricity, gas and other media piping, including their relevant metering devices, mechanical and electrical security equipment, automatic fire extinguishing equipment, lightning conductor, solar panels, alarm, camera system, antennas. Furthermore, building components also include awnings, pergolas,

	antenna, satellite and air conditioning units located on the outside of the building. Any furniture (e.g. built-in wardrobes, kitchen cabinets, carpets) is not considered to be a building component.
Set	all things of a same or similar nature or intended for the same purpose at the place of one insured person, which are defined as a set in the insurance contract. Things that become part of this set after concluding the insurance policy are included in the insurance. Things that ceased to be part of the set after concluding the insurance policy cease to be insured on the date of their removal from the set.
Damage	harm, destruction or loss of insured property
Terrorism	the use of force, violence or threat by a person or group of persons acting alone or in the interest of, or in collaboration with, an organisation, government, or for political, religious, ideological or ethnic objectives or reasons, with the intent to influence a government and / or expose the public or any part of the population to fear. For the purposes of insurance, acts taken to control, prevent or suppress terrorism are also considered to constitute terrorism.
Heavy snow or hoar frost	the destructive action of snow or hoar frost on the roof or load-bearing construction of a building or on equipment due to the snow or frost mass exceeding the designed load-bearing capacity of the roof or load-bearing structure
Locked door	a door whose lock is locked to the maximum possible number of turns of the key. If the door is only openable from the inside (i.e. not equipped with a lock), it must be secured from the inside with a slide bolt or stops toward at least two sides.
Intentional action	act or omission of action whereby a person wilfully violates any applicable legal or other regulations or obligations arising from this part of the Insurance Conditions or from the insurance policy or acts contrary to technical, design or other documentation. Intentional action for the purposes of this part of the Insurance Conditions shall be understood to mean also action under the influence of alcohol or an addictive substance.
Use of a thing	the state when the insured person has a movable or immovable thing legitimately in his/her power (though not the right to use the space in an immovable thing) and is entitled to use its utility properties
Whirlwind	air flow, at a speed of at least 60 km /h (or 16.7 m/s) at the place of insurance. If it is not possible to prove the occurrence of a whirlwind at the place of insurance, the insurer will provide insurance indemnity only if the insured proves that the air flow around the place of insurance has also caused damage to other, equally resistant buildings. Damage caused by a whirlwind shall be considered to mean also damage incurred by the hurling of a part of buildings, trees or other objects caused by the whirlwind against the insured thing, and damage caused by the entry of atmospheric precipitation into the building as a consequence of damage caused by the whirlwind.
Padlock	padlock with a hardened shackle with a diameter of at least 10 mm and with a security lock cylinder. The bolts and meshes through which the shackle passes through must have a mechanical resistance to force that is at least as great as the padlock shackle.
Water piping equipment	pipes supplying or draining water, vapour or other liquids. Any outdoor rainwater duct shall not be considered water piping equipment.
Explosion	manifestation of an expanding gas or vapour force having a vigorous course. A pressure tank explosion (e.g. boiler, pipe) means only an event where its walls are torn to such an extent that a sudden offset of the pressure difference between the inner and outer sides of the tank occurs.
Default value of the insured thing	the value of the insured property for which it would be possible to acquire the same thing as new at a given time, where the time in reference to which this value is determined is specified in the individual provisions of this part of the Insurance Conditions

Smoke damage	the effect of smoke on the insured thing that has suddenly escaped from heating, cooking, drying or incinerating plants located on the place of insurance, or the smoke that has arisen in the event of a fire, an electrical shorting, or an explosion at the place of insurance
Inundation	a large amount of water that inundates a continuous area in the place or in the surroundings of the place of insurance with a surface level of at least 2 cm, where it will for a certain time stand or flow and cause damage to the insured property. In this, it is not decisive where the water came from, from where and how it penetrated the place of insurance and how it caused the damage (e.g. rain, melting snow, backwater, backwater drainage, etc.).
Earthquake	earthquakes that reach at least sixth grade of the EMS 98 scale at the place of insurance
Slump or collapse of avalanches	a phenomenon in which the snow or ice mass on a slope is set in motion and then falls into a valley
Landslide	the movement of soil by gravity and caused by a violation of the equilibrium to which the slopes of the Earth's surface have developed over the long term
Slump of rocks and soils	the movement of rocks, parts of rocks or masses of earth that occur suddenly

Article 2 Subject of insurance

1. The subject of insurance is the movable property of the insured and / or of household members.

Article 3 Insured event

1. An insured event is a random event, i.e. an event that can be expected that it may happen during the course of the policy duration, though it is unknown when it will happen or whether it will happen at all, and with which there is connected the occurrence of the insurer's obligation to provide indemnity, if it happens over the course of the policy duration. Damage must occur through the risks referred to in point (2) of this article.
2. The insurance covers the following risks:
 - a) fire, lightning strike, explosion, aircraft fall;
 - b) whirlwind,
 - c) hailstorm;
 - d) flood and inundation;
 - e) landslide, slump of rocks and soils, slump or collapse of avalanches, earthquake, heavy snow or hoar frost, vehicle impact, smoke damage, supersonic wave, falls of trees, poles and other objects;
 - f) theft;
 - g) water from water piping.

Article 4 Scope of insurance

1. In the case of an insured event, the insurer shall compensate for:
 - a) damage to the insured thing in the extent specified in this part of the Insurance Conditions and in the insurance policy;
 - b) reasonable expenses for transporting a damaged thing from the place of the insured event to the nearest suitable repair location, where this sum of expenses for repair of the damaged thing and expenses for transport of the damaged thing to the nearest suitable repair location may not exceed the technical value of the damaged thing;
 - c) reasonable expenses for ascertaining the cause and extent of damage to the insured thing, if the expenses were outlaid by the insured with the insurer's written consent, and this up to the amount of the anticipated damage, though at most up to the amount of 5% of the insured sum of the insured thing. These expenses shall be paid by the insurer, even when in excess of the level of the insured sum of the insured thing.
 - d) reasonable expenses for tidying up the place of insurance, removal of debris and other remnants to the nearest landfill site and their disposal or destruction, as well as expenses for dismantling or remounting other undamaged insured things at the place of insurance, done in connection with the repair or

restoration of the damaged, destroyed or lost things upon the insured event. These expenses shall be paid by the insurer, even when in excess of the level of the insured sum of the insured thing, though at most up to the amount of 5% of the insured sum.

- e) reasonable expenses for substitute accommodation, including moving up to the time of returning the apartment, house or parts thereof into the original condition, if the apartment, house, or part thereof becomes uninhabitable, at maximum though for the period of three months, and up to the amount of maximum €1000.
2. The insurer shall also reimburse reasonable costs for measures that the insured took to avert an imminent insured event on an insured thing up to the amount of the anticipated imminent damage, though at most up to the amount of 10% of the insured sum of the insured thing.

Article 5

Exclusions from insurance

1. The following are not a subject of insurance:
 - a) motor vehicles or other means of transport with a registration number;
 - b) aircraft, ships or other watercraft, rolling stock;
 - c) land, animals, woody plants, shrubs, forbs, herbs, stands;
 - d) movable property located in abandoned, dilapidated and unmaintained buildings;
 - e) things serving for business activity, or things entrusted to members of the household for performing work;
 - f) things of subtenants and guests;
 - g) things taken over for the purpose of providing a service;
 - h) individually made audio, video, data or other records.
2. In addition to exclusions from the insurance referred to in Part A, Article 12 of these Insurance Conditions, the insurance shall not apply to damage caused:
 - a) by intentional action or wilful negligence of the insured person and/or policyholder, his/her spouse or relative in direct line, or by persons living with him/her in a common household, or by another person acting at the instruction or with the consent of any of the aforementioned persons;
 - b) in consequence of a state of war, civil unrest, sabotage, terrorism, strike, intervention by a state force or administration, or on the basis of their commands, by confiscation, blockade, piracy, the effect of nuclear energy or the influence of radioactive material;
 - c) errors or shortcomings arisen prior to the start of this insurance that were or, with regard to the circumstances, could have been known to the policyholder or persons living with him/her in the common household, irrespective of whether or not the insurer knew about these errors and shortcomings;
 - d) failure or interruption of electricity, gas or water supply;
 - e) in direct connection with natural wear and effect of time (e.g. cavitation, erosion, corrosion, scaling, ageing or weathering);
 - f) in consequence of an error or damage for which the seller, contractor of the thing or other contractual partner of the insured is liable by law or on the basis of a concluded contract;
 - g) through building works requiring a building permit, carried out at a site at which the insured objects are located;
 - h) by a slump or landslip related to human activity (e.g. in consequence of building works) and a land slump or landslip as a result of natural influences in the earth's cavities created by human activity;
 - i) by continuous exposure to smoke;
 - j) by delays in works, withdrawal from a contract or other indirect damage.
3. The insurance does not cover costs for:
 - a) maintenance of insured things, their spare parts needed for maintenance, consequential damage of any kind (e.g. fines, penalties resulting from the impossibility of using the damaged or destroyed thing);
 - b) express charges, legal representation, technical improvement after the event and other consequential costs.
4. The insurer is not obliged to provide insurance indemnity in the event of damage caused by:
 - a) the impact of a vehicle, for:
 - damage to the vehicle that caused the impact and to its load;
 - damage, if caused by the vehicle of the insured or members of his/her household, relatives in direct line;
 - b) flood or inundation, if the damage occurred:
 - by rising ground moisture or the groundwater level, unless it is directly related to flood or inundation;
 - by damp or mould;
 - in the case of a flow rate below the 10-year (inclusive) flow rate of the watercourse according to measured data of the Slovak Hydrometeorological Institute;

- c) fire, if the damage arose in consequence of exposure to a utility fire (e.g. stove, fireplace), smoke, heat or electric current (unless burning occurred), or fall or throw into the source of the fire (stove, fireplace, etc.);
 - d) lightning strike, if according to applicable legal norms, installation of a lightning conductor is required, and at the same time if the building did not have at the time of the damage occurring a functional lightning conductor fixed in accordance with applicable norms and inspections;
 - e) whirlwind or hailstorm, if the damage occurred:
 - in connection with the fact that roofing or trusses were dilapidated or damaged;
 - in connection with the fact that the roofing was temporary or incomplete;
 - in consequence of the penetration of snow, rain, hail or dirt through unclosed windows, doors or other openings;
 - f) water from piping, if the damage occurred:
 - on water piping in consequence of its damage by human activity (e.g. drilling, piercing) or natural wear (e.g. corrosion, erosion, rusting);
 - during pressure tests, in reconstruction or repair of water piping or automatic extinguishing equipment;
 - as a result of damp, mould, atmospheric precipitation or groundwater;
 - directly from open water taps, e.g. water for washing, showering, bathing or laundering;
 - by wastewater backflow from a public sewer pipe;
 - in consequence of freezing of a fluid either on fittings, equipment connected to a pipe built on exterior masonry of the building or on a pipe buried in the ground at a depth of less than 60 cm.

Exclusions shall not apply, if the damage arose in consequence of water from a neighbour's water piping equipment.
 - g) an explosion, if the damage arose by vacuum, aerodynamic impact or if the explosion occurred in the combustion chamber of an internal combustion engine, in firearm barrels and in other devices in which the energy resulting from the explosion is purposefully used;
 - h) landslip or slump of avalanches, if the damage occurred in consequence of the movement of snow or ice on the roof of the structure (in the case of melting snow).
5. Overcoming an obstacle shall not be deemed to include the case where a security element has been overcome in an undetected manner (e.g. without trace of violent overcoming), by the use of an original key, a legally produced duplicate, an access code, an access card, etc.
6. Appropriate expenses shall not be deemed to mean costs for overtime work, night work, work at weekends, costs for express delivery of replacement parts, travel reimbursements and expenses for technicians and experts from abroad.

Article 6

Territorial validity of the insurance

1. The insurer is obliged to provide insurance indemnity only in the case where the insured things were found at the time of the insured event at the place designated in the insurance policy as the "place of insurance". This restriction shall not apply to insured things that were removed from the place of insurance as a result of an insured event that had occurred or was imminent.
2. The place of insurance shall be considered to mean:
 - a) an apartment or house occupied for at least 270 days a year;
 - b) locked non-residential premises, the sole user of which is the insured and which are located in the same structure or apartment or on the same or neighbouring land as the house;
 - c) locked common parts and common facilities of an apartment building, located in the same building as the insured apartment.
3. The place of insurance must be defined by a precise address (name of municipality, street name, building registration number, street number, postcode) and, in the case of multiple apartments at the same address, also the apartment number and/or floor number.

Article 7

Upper indemnity limit

1. The insurer's insurance indemnity is limited by the upper limit, which is determined by:
 - a) the insured sum; or
 - b) the insurance indemnity limit forming part of the insured sum.
2. The insurance indemnity limit is the upper limit for the sum of the insurer's insurance indemnity from all insured events over the course of the policy duration.

Article 8 Indemnity limits

1. Insurance indemnity limits for damage caused by risks under Article 3(2)(a), (b), (c), (d), (e) and (g) of this part of the Insurance Conditions:
 - a) objects placed in the house or apartment (with the exception of apartment accessories):
 - i) €2000 for an individual object;
 - ii) €10000 for black and white electronics;
 - iii) €4000 for other electronic devices;
 - iv) €400 for cash;
 - v) €2000 for valuables;
 - vi) 2€000 for objects of historical, cultural or artistic value;
 - vii) €2000 for collections;
 - viii) €4000 for sports equipment;
 - b) objects placed in the accessories of an apartment, in a garage, other buildings or common facilities of the building:
 - i) €2000 per object,
 - ii) articles referred to in point (1)(a)(ii) to (vii) of this Article are not insured;
 - iii) €4000 for sports objects.

Article 9 Common provisions regarding the method of security against theft

1. During the absence of the insured or persons authorised to reside at the place of insurance with the consent of the insured, all entry doors and gates to the place of insurance must be locked and all windows, doors to a balcony, loggia and other openings must be closed from the inside by a locking mechanism so that it is not possible to open them from the outside without their mechanical damage or destruction. All elements of a mechanical or electronic security system must, at the time of the insured event occurring, be functional and activated.
2. In assessing the level of security upon an insured event by theft, the decisive factor shall be whether the place through which the offender entered the place of insurance was secured in the manner required under the provisions of Articles 10 and 11.

Article 10 Insurance indemnity limits for the risk of theft according to security for locked buildings

The required security relates to movable insured things located in closed and locked buildings.

1. **Windows and other glass surfaces (glass walls, skylights, glass of entrance, terrace and balcony doors)**
 - all windows must be closed from the inside (if they can be opened also from the outside, they must be locked – openable from the outside only by force); and
2. **Doors, gates (the “entrances”)**
 - all entrances must be closed and locked with full doors (if the doors are glazed, their glazed parts larger than 600 cm² must be secured by security foil, security glazing, a functional grille, roller shutter or shutter secured in the doorframe against being pulled out);
 - all entrances must be secured:
 - o by security doors with a resistance class of at minimum 2 or
 - o by ordinary doors locked with a security lock with resistance class 3, with a safety plate

Article 11 Indemnity

1. The insurer shall provide the insurance indemnity in the currency applicable in the territory of the Slovak Republic, unless it decides to provide indemnity in kind (by repair or exchange of things).
2. The insured shall be entitled, unless provided otherwise hereinafter, that the insurer, in the case of damage or destruction of an insured thing, pay out to him/her the insurance indemnity corresponding to reasonable expenses for its repair or re-establishment (e.g. by purchase), customary at the time of the insured event, reduced by the price of usable remnants of the replaced parts of the damaged or destroyed thing.

3. If the damaged insured thing cannot be repaired or put into the condition it was in before the insured event, the insured person shall be entitled, unless provided otherwise, that the insurer pay out to him/her insurance indemnity corresponding to the impairment of the insured thing damaged due to the insured event.
4. In the case of damage or destruction of an individual insured thing from a set, the upper limit of the insurance indemnity is the insured sum of an individual damaged or destroyed thing, not the total insured sum for the whole set.
5. Insurance indemnity calculated according to points (1) to (4) of this article and increased by the reimbursement of expenses under Article 4(1)(b) and according to Article 4(2) of this part of the Insurance Conditions may not exceed the insured sum agreed in the insurance policy, and in case of a defined limit for a subject of insurance, place of insurance or risk, the insurance indemnity for the given subject of insurance, risk or place of insurance may not exceed that limit.
6. If the insurer has decided to grant indemnity in kind pursuant to point (1) of this article, and the insured, despite this, has performed repair or exchange, the insurer shall provide the indemnity only up to the amount that it would have provided were the insured to have proceeded according to its instructions.
7. The insurance indemnity shall be paid out to the person who outlaid expenses for the repair or re-establishment of the damaged or destroyed insured thing; if no one has outlaid expenses for repair or re-establishment, the indemnity shall be paid out to all co-owners affected by the insured event in proportion to their co-ownership interest.
8. Remnants of damaged or destroyed things remain in the ownership of the insured person. Ownership of a found thing for which insurance indemnity has already been provided does not pass to the insurer.

Article 12 **Restoration to original condition**

1. If movable things have been damaged, the insured is obliged to return these things into their original condition within three years of the insured event occurring, in order that they may continue to serve their original purpose.
2. If movable things have been destroyed or lost, the insured is obliged to re-establish things of the same kind or quality within three years of the insured event occurring. The insured shall be considered to have fulfilled this prerequisite when the re-established things have the same technical parameters and serve the insured person for the same purpose as the original destroyed or lost things did.
3. The insurer shall pay only reasonable expenses for returning the insured thing into its original condition before the insured event. The insurer is not obliged to reimburse expenses outlaid by the insured in repairing or re-establishing a damaged or destroyed insured thing that result in an improvement of technical or other parameters of the thing against its conditions prior to the insured event.
4. If, within the term set out in point (1) and (2) the insured cannot put the damaged insured things into their original condition, or fails to re-establish destroyed or lost insured things, the insurer is obliged to provide insurance indemnity only up to the amount of actually outlaid expenses within the term referred to in points (1) and (2), however at minimum, though, in the amount corresponding to expenses for their repair or re-establishment, reduced by a part corresponding to the degree of wear or other deterioration of the damaged or destroyed thing from the time prior to the insured event, and also by the price of usable remnants of the replaced parts.

Article 13 **Obligations of the policyholder and the insured**

1. In addition to obligations stipulated by law, the policyholder, **prior to and upon concluding the insurance policy, is obliged to:**
 - a) answer fully and truthfully all the insurer's written questions concerning the arranged insurance.
2. In addition to obligations stipulated by law, the insured is obliged, over the course of the policy duration, to:
 - a) maintain the insured things in good technical condition, to comply with the manufacturer's instructions for operation and maintenance of the thing. Each thing must conform to technical regulations or other norms applicable for its use at the place of insurance, and the insured is obliged to use the insured things only for the purposes specified by the manufacturer;
 - b) promptly notify the insurer that he/she has arranged insurance of the same thing for the same risks;
 - c) in the event of theft, robbery or loss of original keys or of their legal duplicates from the protected area, ensure immediate exchange of locks in the case of their theft or robbery; in the case of their theft or robbery, immediately report this event to law enforcement authorities.
3. In addition to obligations prescribed by law, **the insured is required in the event of damage to:**
 - a) take all necessary measures to minimise the damage incurred;

- b) give the insurer or the person authorised by the insurer all explanations and allow them to carry out the investigation necessary to establish the circumstances relevant to its obligation to provide indemnity and to submit to the insurer or the person authorised by the insurer the requested written documents necessary for processing the insurance claim;
- c) refrain from repairing damaged property or removing remnants of destroyed property, unless the insurer expresses consent to this. If the insurer does not express consent within one week from the insured's request to commence repair or removal of remnants, this obligation shall cease. This shall not apply in cases where it is necessary to begin repairing the property or begin removing its remnants earlier for reason of safety, protection of life or environment, or for other serious reason; in this case the insured is obliged to make photo documentation. The insured is obliged to keep the damaged or destroyed things or parts thereof, until the insurer or persons authorised by it perform an inspection of them, or give written consent for their destruction;
- d) report without undue delay to the competent police authorities damage that occurred under circumstances giving rise to suspicion of a criminal act or attempted criminal act;
- e) if a lost or stolen thing for which the insurer has already paid out insurance indemnity is found, report it to the insurer and return the insurance indemnity after deducting appropriate expenses that had to be outlaid for remedying shortcomings incurred at the time when the insured was deprived of possession of it.

Part K
SPECIAL PROVISIONS
FOR INSURANCE OF AN UNEXPECTED STAY IN HOSPITAL

Article 1
Subject and scope of insurance, insured sum

1. If, over the course of the policy duration, the insured person's health status, in consequence of an accident or acute illness, has necessitated that the insured person be hospitalised or bedridden continuously for more than 3 consecutive days over the course of the policy duration, the insured person and one co-travelling insured close person shall be entitled to compensation for each commenced day of the insured person's hospitalisation or bedridden state falling within the insurance duration.

Article 2
Insured event

1. The insured event is the hospitalisation or bedridden state of the insured abroad in consequence of an accident or acute illness that occurred over the course of the policy duration and that lasts at least 3 days.

Article 3
Insured sum

1. The insured sum for each day of the insured person's hospitalisation, or for each commenced day of bedridden state separately for the insured person and for a close person is stated in the insurance policy.

Article 4
Exclusions from insurance

1. In addition to the exclusions from insurance referred to in Part A, Article 12 of these Insurance Conditions, no right to insurance indemnity from insurance of an unexpected stay in hospital shall arise in the case where the insured person is hospitalised abroad in consequence of an acute illness or accident that arose in connection with:
 - a) the use of alcohol, drugs, narcotics or psychotropic substances, medicines not issued to the insured on a medical prescription;
 - b) withdrawal symptoms in the case of addiction to alcohol, drugs or other narcotics and psychotropic substances that were not issued to the insured person on medical prescription;
 - c) wilful failure to comply with an attending physician's recommendations, wilful failure to use or wilful improper use of medicines issued to the insured person on medical prescription;
 - d) driving a motor vehicle without a driving license;
 - e) diseases already existing at the time of concluding the insurance, chronic or recurrent illnesses;

- f) mental disorders, psychiatric disorders, psychological examinations, psychotherapy, including the treatment of insomnia, depressive states and psychoses;
- g) in connection with infertility treatment;
- h) abortion, with the exception of medically indicated abortion:
 - for medical reasons, until the end of the 12th week of pregnancy;
 - for genetic reasons until the end of week 24 of pregnancy;
 - for reason of risk to the mother's life, regardless of the duration of the pregnancy;
- i) sexually transmitted diseases;
- j) aesthetic and plastic surgery, cosmetic surgery;
- k) consequences of failure to undergo compulsory vaccination before going abroad;
- l) self-harm, suicide attempt and suicide;
- m) the action of nuclear energy or the influence of radioactive material;
- n) the insured person handling a firearm or explosive.

Article 5 Indemnity

1. The beneficiary for the provision of insurance indemnity is the insured person.
2. Insurance indemnity shall be paid out by the insurer on the basis of submitted documents referred to in Article 6 of this part of the Insurance Conditions.
3. The indemnity shall be paid by the insurer in the currency valid in the territory of the payee's residence or registered office.

Article 6 Obligations of the insured

1. In addition to the obligations set out in Part A, Article 10 of these Insurance Conditions, the insured is obliged to submit the report of an attending physician abroad on the insured's health status, stating the diagnosis, indicating the length of the insured's hospitalisation or containing information on the recommended bed rest regime at an accommodation facility abroad, indicating the length of this recommendation (date from – date to). The insurer is entitled to request the submission of the originals of these documents.

Part L FINAL PROVISIONS

1. The insurance policy is governed by Slovak law; courts competent for any disputes concerning insurance relations between the insured and the insurer are the courts of the Slovak Republic.
2. Where legal regulations or technical standards referred to in these Insurance Conditions or respective special arrangements are amended, or replaced by new ones, the provisions referring to such legal regulations or technical norms shall not be invalidated, but the legal regulations or technical norms set out in these provisions shall be automatically replaced by the amended or new regulations or technical norms.
3. Claims of the insured or beneficiary from the insurance under these Insurance Conditions may not, without the insurer's express consent, be assigned or mortgaged.
4. The insurance policy may provide for deviations from provisions of Part A, Articles 2 – 13 and 15, Part B, Articles 1 – 7, Part C, Articles 1 – 7, Part D, Articles 1 – 8, Part E, Articles 1 – 9, Part F, Articles 1 – 5, Part G, Articles 1 – 7, Part H, Articles 1 – 7, Part I, Articles 1 – 6, Part J, Articles 2 – 13, Part K, Articles 1 – 6 of these Insurance Conditions.
5. These Insurance Conditions shall enter into effect on **1 June 2019**.