MAXIMA POJIŠŤOVNA

GENERAL INSURANCE TERMS AND CONDITIONSFOR EMERGENCY MEDICAL CARE INSURANCE OF FOREIGNERS (VPP/860-12)

BASIC PROVISIONS

Article I.
Introductory Provisions

1. Rights and obligations of the participants of this insurance contract are regulated by legal provisions of the Czech Republic; the insurance is regulated by respective provisions of the legal Act 326/1999 Coll., on the Residence of Foreign Nationals in the territory of the Czech Republic, as amended, by legal Act 89/2012 Call, Civil Code, as amended, by these insurance conditions and clauses of the insurance contract.
2. Contractual parties are understood to be on one side the Policy-holder and on the other the Insurer:

   MAXIMA pojišťovna, a.s., with registered address at Italska 1583/24, 120 00 Praha 2, IČO: 61328464, registered in Trade register at City Court in Prague, Part B, file 3314 (hereunder „Insurer").
3. Insurance is concluded as non-cumulative insurance.
4. The insurance applies to all the types of legally acknowledged residence, excluding those types of residence where the physical entity is insured in the frames of obligatory public health insurance in accordance with special legal regulations.

Article II.
Explanation of Terms

1. **Policy-holder** is a person who concludes the insurance contract with the Insurer.
2. **Insured person** is a person - a foreigner whose health the insurance applies to and who stays on the territory of the Czech Republic on the basis of a valid residence permit issued in accordance with legal requirements of the Czech Republic.
3. **Authorised person** is a person who is entitled to the insurance benefits in the result of an insured event on the grounds of the documented proof that he or she carried expenses which are covered by this insurance contract.
4. **Insured event** is an accidental event specified in article IV of this Terms and Conditions, which is related to the obligation of the Insurer to provide insurance compensation.
5. **One insured event** is an insured event related to the insurance of one person, arising from one cause and encompassing all facts and their consequences which have causal, temporal or other connection.
6. **Insured risk** is any cause of an injury or unexpected deterioration of health of the Insured person or his or her death, excluding the causes and cases, which are explicitly determined in Insurance Exclusions.
7. **An abrupt illness** is understood to be an unexpected and unforeseeable deterioration of the Insured's state of health which calls for the emergency and indispensable medical treatment including the possibility of ensuring its accessibility.
8. **Indispensable medical care** is understood to be a medical examination, diagnosis determination, treatment of acute health conditions which, from the medical point of view, call for application of medical treatment immediately or in a very short period.
9. **Emergency medical care** is understood to be a medical examination, diagnosis determination, treatment of acute health conditions which are related to the possibility of damage of basic life functions and conditions when, from the medical point of view, the delay in treatment may cause a serious damage to health and put the life of the Insured in danger.
10. **Accidental injury** is in the frames of this insurance defined as unintended, sudden and unexpected impact of external force or own bodily force independent of the Insured's will, which caused the Insured's bodily damage or death.
11. **Repatriation** is understood to be the transportation to the state which issued the travel document owned by the insured, or to the state where the insured has a legal residence permit. That is:
    a) evacuation of the sick Insured by the assistance service after the approval by the Insurer in case when, from the medical point of view, it is necessary and at the same time possible. In cases when it is called for by the Insured's condition of health, the Insurer may also compensate the costs of transportation of the indispensable medical personnel,
    b) transportation of bodily remains of the Insured.
12. **Health insurance document** is a document issued to the Insured in the moment of the contract signature. This document serves as a proof of the existence of the insurance and indicates its scope.
13. **Assistance company** is a third party which is indicated in the insurance contract, and which on the basis of a contract with the Insurer provides assistance services to the Insured persons in the scope of call-centre support under the conditions specified in the insurance contract and these terms and conditions. The contact details of the assistance service are indicated in the insurance contract.
14. **Transit** is the transportation of the Insured, provided it simultaneously fulfils all the following conditions:
    a) it starts (or finishes) on the territory of the Czech Republic and it is headed to (or from) the state which is the domestic state of the Insured or where he/she has a legal residence permit,
    b) in case of on-land transportation it includes a direct drive-through of the territory of other states on the way to or from the state as defined in a) (lands of transit). This drive-through should not last longer then 24 hours,
    c) it is certified by a respective travel document or the bill for the fuel used for the transit.
15. **Schengen space** is understood to be the territory of the countries which signed the Schengen agreement: Belgium, Czech Republic, Denmark, Estonia, Finland, France, Italy, Lithuania, Latvia, Luxemburg, Malta, Hungary, Germany, Holland, Norway, Poland, Portugal, Austria, Greece, Slovak Republic, Spain, Sweden, and Switzerland.
16. **Professional sports** is understood to be the sports activities which is exercised on the basis of the contract with the sports or other organization or the sports activity, which constitutes the prevailing source of the person's income.

Article III.
Subject of insurance, insured risks

1. The subject of insurance is the compensation of the expenses for indispensable and urgent medical care which was provided to the Insured in a medical facility in the Czech Republic, or if it is agreed in the contract in a country of Schengen space or in a country of transit, in the result of accidental injury, deterioration of heath condition which took place in the period of insurance and during the Insured's stay on the territory of the Czech Republic, or if it is agreed in the contract in a country of Schengen space or in a country of transit. Also the subject of insurance is the compensation of expenses for repatriation of the sick or injured Insured under conditions as indicated in article II.
2. In case of a loss event the Insured is obliged to contact the assistance service of the Insurer and proceed in accordance with their instructions.

Article IV.
Insured event and origin of loss

1. Insured event is the provision of medical services to the Insured in a medical institution in the period of insurance validity and on the territory covered by this insurance, if the matter in question is the emergency medical care, repatriation of the Insured under conditions indicated in art. II point 11.

2. The expenses for emergency medical care should be reasonable, indispensable, documented and purposeful; they are supposed to cover emergency and indispensable medical care provided to the Insured in a medical facility in the Czech Republic or, if it is defined in the contract, in a country of transit or on the territory of Schengen space in the period of insurance in the result of insured event, and also costs of indispensable repatriation from the Czech Republic or, if agreed in the contract, from Schengen space or from a transit country.

3. As a rule the Insurer compensates these expenses directly to the medical facility in the Czech Republic, which has provided the medical care to the Insured. This is done on the basis of invoice issued in accordance with valid legal regulations. The expenses for ambulant medical care which were settled by the Insured to the medical facility in cash up to the amount of 1000,-Kč, will be paid by the Insurer to the authorised person in accordance with article II,3 on the basis of supplied medical report and a bill for the emergency medical care covered by the insurance.

4. Emergency and indispensable medical care includes:
   a) all necessary examinations needed for determining the diagnosis and treatment procedure,
   b) indispensable treatment,
   c) indispensable hospitalization of the insured in a multi-bed room with standard facilities,
   d) necessary surgery treatment including related indispensable costs of it;
   e) rationally used medical materials and medicaments,
   f) necessary, from the medical point of view, transportation of the Insured in a vehicle of medical transportation service from the place of the loss event occurrence to the nearest medical facility or transportation of the Insured to the nearest medical facility which can provide the necessary medical care;
   g) simple emergency dental treatment of the Insured (incl. extraction or fillings) with the purpose of the acute pain elimination or treatment of the consequences of an accidental injury. The upper limit for one insured event in this case is 5000,-CZK.

Article V.
Insurance Compensation

1. The upper limit of the insurance benefits for one insured event is the limit of insurance cover indicated in the insurance contract.

2. In the insurance contract there is also indicated the sublimit of cover for repatriation of the insured in acc. with article II point 11.

3. In the insurance contract there is also indicated a limit of insurance cover for all the insured events which happened in the period of insurance.

4. The Insurer provides insurance cover in the way stated in article IV point 3.

5. The Insurer provides insurance compensation for medical treatment in the Czech Republic in domestic currency on the territory of the Czech Republic, if not agreed otherwise.

6. In case of a loss event occurrence during transit or during the Insured's stay in one of the countries of Schengen space, the Policy-holder is obliged (except for situations when the life of the Insured is in danger) to immediately notify an injury or a disease to the assistance service which will ensure the necessary medical care and as a rule settles the expenses for it directly to the medical institution.

7. If the Insured without serious grounds in case of an insured event which occurs during transit or during his or her stay in countries of Schengen space does not proceed in accordance with No 6 above and settles the expenses for the medical care directly to the provider himself/herself, the Insurer will compensate such expenses for emergency indispensable medical treatment in the amount of reasonable expenses for such medical treatment in the Czech Republic. The compensation will be paid by the Insurer in the domestic currency, for the purposes of conversion of the foreign currency into the domestic currency an average exchange rate for the respective currency announced to the day of the injury/disease by the Czech National Bank will be used.

8. Insurance benefits are payable in period of up to 15 days after the end of investigation necessary for determination of the scope of the Insurer's obligations. The investigation is considered finished in the moment when the Insurer announces the results of the investigation to the authorised person or discusses the results with him/her.

9. Insurer settles the expenses to the medical institution, to the Insured or other person who has carried such documented expenses on the territory of the Czech Republic, in the scope and in the amount which corresponds to the scope of expenses of public health insurance in the Czech Republic.

10. If the Insured makes direct payment of the expenses which are the subject of insurance coverage, the insurer can later refund reasonable amounts of expenses for medical care in the scope and amount corresponding to the public health insurance in the Czech Republic. The refund can be done on the basis of original documents which demonstrate the loss event occurrence, the scope of the loss and the amount of paid expenses.

11. Fulfilment of the Insurer's obligation to provide the insurance compensation depends on the fulfilment of all the conditions, obligations and liabilities arising from these insurance conditions, insurance contract and respective legal regulations.

Article VI.
Insurance Exclusions

1. This insurance does not cover the losses which occurred:
   a) in the result of a legal fact which was know or could have been known to the Insured in the moment of contract conclusion, in the result of hazardous sport activities, in the result of Insured's participation in funfairs,
   b) in relation to purposeful medical care (i.e. health tourism),
   c) in connection to the activities undertaken by the Insured without legal authorisation,
   d) in the period when the Insured participated in the public health insurance in the Czech Republic,
   e) in case when the Insured started a transit in such a condition of health which might have called for emergency medical care during the transit; it does not apply to the cases when the damage to the health of the Insured was caused by a third-party,
   f) directly related to the injury, which happened v during professions sports activities exercising or in the process of preparation to such activity,
   g) directly related to the injury, which happened in the result of exercising of the extreme sports, such as rock climbing, deep diving, speleology, bungee jumping, wild water rafting, adrenaline sports, etc.

2. The Insurer does not provide insurance compensation for losses in case of:
   a) treatment which was not provided to the Insured in a medical facility, by medical personnel, even in case of application of medically recognised methods,
   b) violation of medical procedures appointed by a doctor,
   c) undergoing medical treatment for such diseases and health conditions, when the medical treatment is appropriate, reasonable and necessary, but it can be delayed and it can be provided to the Insured on his or her return to the home country,
   d) when the cause and the symptoms of the loss event took place in the period before the contract conclusion,
   e) when medical treatment is related to a disease or an injury or to their consequences, which the Insured experienced or which were known to the Insured 6 months prior to the contract conclusion, no matter whether this condition was treated or not at that time,
   f) when the reason of the loss event is related or can be related to the pregnancy of the Insured,
   g) when the Insured declines medical evacuation, medical treatment or necessary examination which should have been done by the doctor determined by the Insurer or the assistance service,
   h) when the a loss event was caused by war activities, uprising or revolt, or other public violent unrest, strikes, exclusions, terroristic acts including chemical or biological contamination,
   i) disease which happened in the result of the use of medicine or other substances without medical prescription,
   j) examination and treatment of psychiatric diseases, psychological treatment and psychotherapy, treatment of addictions including examinations and complications
   k) sexually transmitted diseases (including their complications),
   l) AIDS (including its complications) and examination of HIV positivity
   m) viral hepatitis C (including its complications)

Article VII.
Insurance Contract

1. Insurance contract is concluded by means of signature of the written contract by both contractual parties. The insurance contract can also be concluded by means of performing the payment of the insurance premium in the amount stated on the insurance contract form within 30 days of completion of the form; otherwise, the draft of the insurance contract shall expire.
2. All other legal provisions related to the insurance must be in written form.
3. These Insurance Terms and Conditions, also other contractually agreed endorsements, or other written clauses or documents are an integral part of the insurance contract.
4. The Insurer must issue to the Insured the insurance policy serving as a proof of the validity and the scope of the insurance.
5. All possible changes to the insurance contract should be done in written form and by mutual agreement of both sides.
6. By conclusion of the insurance contract the Insured agrees with the fact the Insurer will provide the Service of Foreign Police with a remote access to the information about insurance contract in relation to the obligations of the Foreign Police which entail from the legal act No 326/1999 Coll., on the Residence of Foreign Nationals on the territory of the Czech Republic, as amended.

Article VIII.
Insurance Period, Inception and Termination of Insurance

1. The insurance is concluded for a certain period which is indicated in the insurance contract.
2. The insurance incepts on the day following the day of the signature of the contract, if it is not agreed in the contract that it incepts on the day of signature or later.
3. One of conditions for insurance inception and validity is a legal residence permit of the Insured on the territory of the Czech Republic or, if it is agreed in the contract, on the territory of the Schengen space with fulfilment of all necessary legal requirements.
4. The insurance duration cannot be interrupted.
5. Insurance terminates on occurrence of any of the following facts:
   a) insurance period expiry, at 00:00 of the day defined as the end of insurance,
   b) death of the Insured,
   c) termination of the residence permit of the Insured on the territory of the Czech Republic or, if it is agreed in the contract, on the territory of the Schengen space, or at the first day of validity of expatriation,
   d) on the day of the Policy holder's withdrawal from the Contract,
   e) on the day on which the Insured became a participant in public health insurance pursuant to Act No. 48/1997 Coll., on public health insurance (on the basis of an employment relationship in the Czech Republic or by obtaining permanent residence in the Czech Republic), but not before the Insurer was demonstrably informed thereof.
6. The contract can be terminated by agreement of contractual parties on agreed conditions.

Article IX.
Insurance Premiums

1. In accordance with legal regulations the insurance premium is considered to be a lump-sum premium, if not agreed otherwise. A commercial discount can be indicated in the insurance contract.
2. The Insurer is entitled to insurance premium for the term of the insurance. If the insurance expires as a result of an insured event, the Insurer shall be entitled to the full amount of the one-off insurance premium.

Article X.
Rights and Obligations of the Insured

1. Apart from other obligations determined by legal regulations the Insured is obliged to:
   a) provide truthful and complete answers to all the questions of the Insurer regarding the insurance that is being concluded, the same applies to loss event settlement,
   b) notify the Insurer without undue delay of all changes concerning the circumstances which the Insurer was interested in, or which are entered in the insurance contract,
   c) inform the Insurer about all insurance contracts valid to the day of loss event the subject of which is the risk of similar nature,
   d) take all possible effort to prevent the loss event occurrence and to minimize the scope of the event,
   e) follow instructions and recommendations of medical personnel,
   f) undergo, in accordance with doctor's instructions, necessary examination or treatment,
   g) undergo on request of the Insurer an examination by a doctor, determined by the Insurer.
2. In case of a loss event, the Insured is obliged:
   a) To notify the Insurer of the insured event, either directly or via assistance service, which will simultaneously confirm the insurance coverage scope to the medical institution. In the case when such a procedure is not technically possible due to the seriousness of the Insured's health condition, it is possible to notify the Insurer of the loss even in written form, by fax or e-mail. The notification must be carried out without undue delay, not later than five working days from the day of the loss even occurrence,
   b) Follow the instructions of the assistance service or the Insurer and undergo the medical examination or treatment in the medical institution on the territory of the CR determined by the Insurer or assistance service,
   c) in case of a disease or an injury which happened on the territory of a transit state or in a state of Schengen space, if it is agreed in the contract, to immediately notify the loss event to the assistance service and follow their instructions,
   d) to notify without undue delay the bodies operating in criminal or offence trial of an event which took place in circumstances indicating commitment of an offence or a criminal act,
   e) to proceed in such a way so as to make possible for the Insurer to claim loss compensation caused by the loss event from a third party, as well as to exercise his right for recourse and settlement, and in this connection to provide necessary co-operation to the Insurer.
3. If the person is not competent for legal acts performance, an authorised representative, or, if not present, a person assigned by the authorised representative, acts in the name of the incompetent person.
4. In case of a violation of legal or contractual obligations, the Insurer has the right to decrease the insurance compensation in accordance with the extent of the influence of this violation on the inception of the loss event or the amount of loss, unless the decrease of the insurance compensation does not happen due to the special legal regulation. In the opposite case the insurer is authorized to claim back the settled amount of insurance compensation from the Insured by the right of regress.
5. The policy-holder is obliged to familiarize the Insured with the content of the insurance contract and the insurance conditions

Article XI.
Obligations of the Insurer

Apart from other obligations which are defined by legal regulations the Insurer is obliged:

1. To provide insurance compensation in case of a loss event occurrence, if all conditions and obligations entailing from the insurance contract were fulfilled.
2. After a loss event notification to begin without undue delay an investigation of the event with the aim to determine the scope of the insurance compensation he is obliged to pay.
3. To inform the authorised person about the results of the investigation necessary for determination of the scope and the amount of insurance compensation.
4. With the help of the company's assistance service to provide informational services to the Insured and respective medical facilities, including mainly, certification of the validity of an insurance contract, search for a medical facility, or provision of information about certain insurance product. Also with the help of the assistance service the Insurer is obliged in case of need to supply to a

medical facility the guarantee letter which guarantees the compensation of a certain amount of expenses on medical treatment related to a loss event.

Article XII.
Cession of Rights to the Insurer

In case that the authorised person received the insurance compensation for the loss event, in case of which the Insured had the right to claim the compensation from a third-party, such right is to be ceded to the Insurer up to the amount of insurance compensation which the Insurer has already provided.

Article XIII.
Final provisions

1. The insurance contract and legal relationships arising from the contract are governed by legal regulations of the Czech Republic.
2. Disputes arising from the contract are to be settled in respective courts of the Czech Republic.
3. The language of communication is the Czech language.
4. Regular expenses of the Insurer related to the inception and administration of the insurance contract constitute 15% of the written premiums. In the case of premature expiry of insurance for reasons attributable to the Policy-holder, the Insurer shall apply a cancellation fee and shall settle the same as of the date of expiry of the insurance.
5. Written documents of the Insurer addressed to the Insured or the Policy-holder are normally delivered by post, however, they may be delivered by an authorised employee of the Insurer, or by insurance broker to the latest known postal address of the Policy-holder or to their e-mail address.
6. Written documents of the Insurer are considered as delivered on the day of accepting the delivered post, non-accepting of the post or returning of the documents as non-delivered. If the Insured or the Policy-holder was not reached at home, and the written documents of the Insurer were stored at the deliverer's, the documents are considered delivered on the last day of the storage period, even though the storage of these documents has not become known to the Insured or the Policy-holder.
7. If the Policy-holder or the Insured change the address indicated in the insurance contract and does not notify this change to the Insurer in the written form, and written documents of the Insurer return as non-delivered, the post is considered delivered on the day when it returns to the Insurer, even though the sending of these documents has not become known to the Insured or the Policy-holder.
8. These insurance conditions come into force on the 5. 1. 2021.