

Pre-contractual information

Hotel Storno insurance



Insurer

Name: ERV Evropská pojišťovna, a. s.
Reg. office: Křižikova 237/36a, 186 00
Prague 8, Czech Republic,
ID Number: 492 40 196
Entry: Commercial Register of the Municipal
Court in Prague, Section B, File 1969
Website: www.ERVpojistovna.cz
Phone: (+420) 221 860 860
E-mail: klient@ERVpojistovna.cz

Subject of business

Insurance activities under Act No. 277/2009
Coll., Insurance Act

Information about financial standing

www.ERVpojistovna.cz/cs/informace-o-cinnosti-pojistovny

Overseeing authority

Czech National Bank
Na Příkopě 28, 115 03 Prague 1, Czech Republic
Phone: 224 411 111, Fax: 224 412 404

Entity in charge of out-of-court consumer disputes settlements

Czech Trade Inspection
Štěpánská 567/15, 120 00 Prague 2,
Czech Republic, www.coi.cz
Phone: 296 366 360, Fax: 296 366 236

Information about insurance

The rights and obligations of the parties to the insurance policy are stipulated by the Civil Code and Insurance Terms and Conditions. Insurance coverage applies to accidental events related to travel, which are defined in detail in the Insurance Terms and Conditions and which occur during the period of insurance.

Hotel Storno (hotel cancellation fees insurance) can be agreed for travels within the Czech Republic. It provides insurance coverage when you have to cancel your holiday or other related prepaid services from serious reasons explicit-

ly listed in the Insurance Terms and Conditions. Reasons deemed serious are personal injury, acute illness or death of any person set out in the Insurance Terms and Conditions, involuntary loss of employment, extensive damage to your residence etc. Specific product variants apply also to liability for damaged accommodation equipment or to unused holiday.

When concluding insurance for someone other than a family member, request their consent and familiarise them with the Insurance Terms and Conditions.

Exclusions from insurance

Insurance applies only to accidental events. Events that occurred through deliberate conduct of the policyholder, insured person, or other persons at the instigation of the former, as well as events explicitly listed as exclusions in the Insurance Terms and Conditions, are excluded from insurance.

Exclusions from insurance are highlighted in the Insurance Terms and Conditions and you must become familiar with them before concluding the insurance policy.

Term of insurance

The insurance policy is concluded before departing on the trip to which it applies. Insurance lasts throughout the period of travel, it starts and ends at the proven start and end of the trip (domestic holidays).

Cancellation insurance (cancellation fees insurance) is established when the premium is paid and lasts until the departure on the trip.

Termination of insurance

The insurance ends by the expiration of the insured period or upon agreement.

The policyholder or insurer may withdraw from the insurance policy due to any violation of the obligation to provide truthful information. The policyholder may withdraw from insurance concluded remotely for a term of more than 1 month within 14 days from concluding the policy.

The policyholder or insurer may terminate the insurance with an 8-day termination period within 2 months from the date of concluding the policy, or with a one-month termination period within 3 days from the date of reporting the occurrence of an insured event. The policyholder may terminate the insurance with an

8-day termination period within 2 months after learning that the insurer has violated the principle of equal treatment when designating the amount of the premium or calculating insurance indemnification.

Premiums

The premium is stipulated for the entire term for which insurance is agreed (one-off premium), based on the realistic actuarial expectations of individual risks, the geographical area, and purpose of travel. The amount is indicated in the insurance policy. The insurance policy is concluded the instant that the premium is paid.

Use of electronic means

The insurance policy is saved in the insurer's internal systems and statements from it may be provided to the client upon request. The policy may be concluded in the Czech language. The policy is concluded in the individual steps stipulated by the technical solution of the online system. When the applicant for insurance enters data, the system enables the identification and correction of potential mistakes. In its activity, the insurer adheres to the Code of Ethics of the Czech Insurance Association, the Code of Ethics of the Financial Market (www.cap.cz) and the internal rules of the ERV Group.

Complaints

Complaints may be sent to the address of the insurer or via e-mail to the client centre. The detailed procedure for filing complaints is available on the insurer's website. Complaints may also be addressed to the Czech National Bank or to the Czech Trade Inspection, who is the entity in charge of out-of-court consumer disputes settlements.

Additional information

Additional information about your insurance, or about our other products, is available at the client centre or on the insurer's website.

Law, courts, language

The insurance contract is governed by the laws of the Czech Republic and disputes are decided by the relevant courts of the Czech Republic. All communication with the insurer is conducted in the Czech language.

Taxes

The premium is not subject to value added tax and insurance indemnification is not subject to income tax.

Insurance Terms and Conditions

Hotel Storno



INSURANCE TERMS AND CONDITIONS HOTEL STORNO (PP-HST-1805-EN)

GENERAL INSURANCE TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 "We" (in all its forms) or "the insurer" refers to ERV Evropská pojišťovna, a. s., registered office at Křižíkova 237/36a, 186 00 Prague 8, ID Number: 49240196, entered in the Commercial Register at the Municipal Court in Prague, Section B, File 1969. Oversight in insurance is carried out by the Czech National Bank, Na Příkopě 28, 115 03 Prague 1, Czech Republic.
- 1.2 "You" (in all its forms), "insured person" or "authorised person" refers to the person that is entitled to insurance indemnification in consequence of an insured event.

2. INSURANCE POLICY, INSURED EVENT

- 2.1 Travel insurance is governed by Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the "Act"), and other generally binding legal regulations of the Czech Republic, the general, special and supplementary insurance terms and conditions, and other provisions of the insurance policy.
- 2.2 The insurance policy is concluded upon payment of the premium, unless agreed otherwise in the insurance policy.
- 2.3 The insurer issues a policy to the policyholder, which will state the policyholder, insured party, insurance policy number, duration and scope of insurance (product identification) and amount of the premium.
- 2.4 The policyholder undertakes to inform the insurer of any changes in their personal data or the data of the insured persons, including a change of the correspondence address.
- 2.5 The insurance policy is governed by the laws of the Czech Republic.
- 2.6 Potential disputes arising from travel insurance will be resolved by the relevant courts in the Czech Republic according to Czech law. Complaints may be submitted in writing to the attention of the insurer's statutory body, or addressed to the Czech National Bank.
- 2.7 An insured event is a accidental event related to travel, specified in detail in the special insurance terms and conditions, which occurred during the insurance term and which is linked to the establishment of the insurer's obligation to provide insurance indemnification.
- 2.8 The insurance policy and legal actions concerning insurance must be in written form. Written form is upheld if the legal actions are taken using electronic or other technical means that enable the depiction of the content and identification of the acting party.

3. PREMIUMS

- 3.1 The premium is stipulated according to the geographical area for which insurance is concluded and purpose of the trips. The amount and maturity is stipulated in the insurance policy.
- 3.2 The premium is stipulated for the entire term for which insurance was concluded (one-off premium).

4. TERRITORIAL COVER OF INSURANCE, INSURED PERSONS

- 4.1 Insurance applies to insured events that occur within the Czech Republic.

- 4.2 Insurance may be agreed for trips within the Czech Republic.
- 4.3 The insured persons are the persons named in the insurance policy. Only citizens of the Czech Republic and foreign citizens can be insured.

5. START, CHANGE AND TERM OF INSURANCE

- 5.1 Insurance can be agreed only before commencing the travel to which it shall pertain.
- 5.2 The insurance policy can be extended at the latest on the last day of the term of already concluded insurance.
- 5.3 The insurance is established upon the proven departing on the trip, but at the earliest from the date, and in the case under Art. 5.1 also at the time, indicated in the insurance policy as the start of insurance, and ends upon the proven end of the trip, but at the latest on the date indicated in the insurance policy as the end of insurance.
- 5.4 Cancellation insurance (A) starts from the payment of the premium and lasts until commencing the holiday.
- 5.5 Apart from other means stipulated by law, the insurance is terminated:
- 5.5.1 upon the expiration of the insurance term;
- 5.5.2 by agreement of the parties;
- 5.5.3 by termination of the insurer or policyholder; delivered within 2 months from the date of concluding the insurance policy; the termination period is eight days and insurance expires upon its passing;
- 5.5.3.2 delivered within 3 months from the date of delivery of the notice on occurrence of an insured event; the termination period is 1 month and insurance expires upon its passing;
- 5.5.4 by withdrawal from the insurance policy according to the Act
- 5.6 If the insurance policy was concluded remotely, the policyholder may withdraw from the insurance policy without giving reasons within 14 days from its conclusion or from the date when they were informed of the Insurance Terms and Conditions; it is not possible to withdraw from the policy if insurance was concluded for a period of less than one month.

6. SCOPE AND MATURITY OF INSURANCE INDEMNIFICATION

- 6.1 We will provide insurance indemnification in the scope agreed and set out in the insurance policy (product identification).
- 6.2 The insurance indemnification limits set out in the overview represent the highest possible amounts that we will provide for one or all insured events that occur during the term of insurance. The overview also contains the limits of partial insurance indemnification and the insured person's deductible in the incurred loss.
- 6.3 For cancellation insurance (A) we will provide all family members, even if they have concluded several insurance policies, and fellow passengers with the insurance indemnification limit set out in the overview.
- 6.4 For unused holiday insurance (C), we will provide all family members maximally with double the insurance indemnification limit set out in the overview.
- 6.5 We are not obliged to provide indemnification if the consequences of an event that occurred before the start of insurance arise in the course of the insurance term.

- 6.6 If you conclude several insurance policies with us for the same insured risks, we will provide insurance indemnification under only one of them.
- 6.7 Insurance indemnification is provided only if it is not contrary to the economic, business and financial sanctions or embargoes stipulated by the European Union or Czech Republic, which in any way concern the insurer or policyholder. The same applies in the case of sanctions or embargoes declared by the United States of America, which are not contrary to the legal regulations of the European Union or Czech Republic.
- 6.8 Insurance indemnification is payable within 15 days after we have concluded the investigations required to determine the scope of our indemnification obligation. Investigations are concluded as soon as we inform the authorised person of the results.
- 6.9 Unless agreed otherwise, the insurer will provide the authorised person with insurance indemnification in the domestic currency, converted using the exchange rate declared by the CNB, valid on the date of occurrence of the insured event.
- 6.10 Claims arising for the insured person in connection to the insured event vis-à-vis their health insurance fund according to the regulations on health insurance are transferred to the insurer.

7. OBLIGATIONS IN THE CASE OF A LOSS EVENT

- 7.1 Apart from the obligations imposed by the special or supplementary insurance terms and conditions and legal regulations, you are obliged in particular:
- 7.1.1 to undertake all possible measures to avert or reduce the worsening of any insured event;
- 7.1.2 to inform us in writing without undue delay that an insured event has occurred, provide a truthful explanation of it, and provide evidence of its occurrence and scope;
- 7.1.3 with the report on an insured event, to send us the duly completed claim form and the documents listed in this form, and to submit other documents that we may require;
- 7.1.4 to inform us if the same risk is also insured with another insurer, to state their designation and agreed insurance indemnification limit;
- 7.1.5 to secure vis-à-vis others the right to indemnification of losses caused by the insured event;
- 7.1.6 in the case of an insured event related to medical condition or death, to grant us consent to determine the medical condition or cause of death based on reports and medical documentation, as required by our authorised medical facility (physician) from the attending physicians, or to undergo examination or inspection by our authorised medical facility (physician);
- 7.1.7 to report to the police within 24 hours of becoming aware of any loss-incurring event, for which a police report is required to make a claim for indemnification.
- 7.2 If you violate any of the obligations imposed on you by the Insurance Terms and Conditions or legal regulations, we are authorised to reduce the insurance indemnification depending on what impact such violation of obligations had on the occurrence of the insured event, its course, or increasing the scope of its consequences, or on determining and designating the value of insurance indemnification.

- 7.3 If, when claiming the right to insurance indemnification, you consciously provide false or grossly distorted data concerning the scope of the insured event or withhold important data, we are authorised to deny insurance indemnification in full.
- 7.4 After an insured event is reported, the insurer is obliged to commence investigations to determine the scope of its indemnification obligation without undue delay. These investigations must be concluded within 3 months after the insured event was reported. If investigations cannot be concluded within the said period, the insurer is obliged to inform you of the reasons for which investigations cannot be concluded, and provide you with a reasonable advance based on your request. The period stipulated in the first sentence can be extended by agreement. This period does not run if the investigation was prevented or impeded due to the fault of the authorised person, policyholder, or insured person.

8. EXCLUSIONS FROM INSURANCE

- 8.1 We are not obliged to provide insurance indemnification for the exclusions listed in the special insurance terms and conditions and also if the insured events occurs in connection to or in consequence of:
- 8.1.1 the deliberate conduct of the policyholder, insured person, or another person incited by either of the former;
- 8.1.2 gross negligence of the insured person, with the exception of insurance indemnification based on personal liability;
- 8.1.3 the ingestion of alcohol, narcotic and psychotropic substances;
- 8.1.4 the mental or nervous breakdown of the insured person including depression, contraction of AIDS by the insured person;
- 8.1.5 unavoidable events that cannot be prevented even by exerting maximum efforts (e.g., pandemics, strikes and other types of labour disruption);
- 8.1.7 leaks from atomic energy or facilities from radioactive fuel or waste, effects of nuclear, chemical or biological weapons;
- 8.1.8 war, civil unrest, announced or unannounced military manoeuvres, civil war, invasion, uprising, revolution, mutiny, military putsch, or violent power coups;
- 8.1.9 travel to an area which the central state administrative authority or insurer has identified as a war zone, unless agreed otherwise in the insurance policy;
- 8.1.10 transport of materials related to war to an area which the central state administrative authority has identified as a war zone, unless agreed otherwise in the insurance policy;
- 8.1.11 acts of terrorism and any other acts of violence in which the insured person participated;
- 8.1.12 participation in voyages to locations with extreme climatic or natural conditions and expeditions (e.g., polar expeditions, desert expeditions, cave exploring, etc.);
- 8.1.13 organisation of any extraordinary events in order to save lives or find the insured person in remote locations or environments with extreme social-political, climatic or natural conditions (e.g., in revolutionary areas, in the mountains, deep forests, open sea, sparsely populated areas);
- 8.1.14 participation in motor vehicle races or related training;
- 8.1.15 flying aircraft, with the exception of travelling in a registered private aircraft in the role of a passenger, unless agreed otherwise in the insurance policy;
- 8.1.16 participating in sports other than those for which insurance was agreed;
- 8.1.17 participating in professional sports of any type and participation in any sporting competitions including training for them, unless agreed otherwise in the insurance policy.
- 8.2 We are likewise not obliged to provide insurance indemnification:

- 8.2.1 in the case of subsequently incurred damages;
- 8.2.2 in the case of a failure to report a loss-incurring event to the police within 24 hours of becoming aware of the event, when a police report is required in order to make a claim for indemnification

9. DEFINITION OF TERMS

- 9.1 For the purposes of this insurance:
- 9.1.1 **outpatient treatment** means treatment provided by a physician outside of a hospital or at the hospital, if the patient is not hospitalised;
- 9.1.2 **valuables** means antiques, jewellery, furs, precious stones and items containing gold or platinum;
- 9.1.3 **Europe** means all European countries including the Baltic States, but excluding the other states in the territory of the former USSR, and includes all countries on the coast of the Mediterranean Sea;
- 9.1.4 **expedition** means a voyage pre-organised with the aim of achieving exceptional sports or scientific results;
- 9.1.5 **chronic illness** means a disease or other situation that develops slowly and lasts a long time (unlike an acute case) and which existed at the time of concluding the insurance policy, when the medical condition was not stabilised and the need for treatment could have been foreseen before travelling abroad, i.e., if the illness required hospitalization in the previous 6 months or was progressing or liable to cause significant changes in the use of medication; the term "chronic" does not necessarily mean that the disease is incurable;
- 9.1.6 **individual item** also refers to a set consisting of several individual items belonging to the same person, which have a similar or the same character or are designated for the same purpose (e.g., photographic equipment, video equipment, samples of goods, etc.), even if they were not purchased at the same time;
- 9.1.7 **compensation table** means the special list of bodily injuries along with the percentage rates of potential compensations, which is available from the insurer;
- 9.1.8 **robbery** means the taking of possession of an insured item, in which the perpetrator used violence or the threat of direct violence against the insured person;
- 9.1.9 **manual labour** means any remunerated activity or work apart from work of an administrative or management nature;
- 9.1.10 **personal belongings** means movable items for personal use that are usually brought on travels and correspond to the character of travels, such as, e.g., clothing, footwear, toiletries, handbags, books, watches, glasses, binoculars, cameras, video cameras, tents, etc., which belong to the insured person or member of their household;
- 9.1.11 **policyholder** means the person that concluded in the insurance policy with the insurer;
- 9.1.12 **fixed-sum insurance** means insurance, the purpose of which is to provide one-off or recurring insurance indemnification in the agreed scope regardless of the occurrence or scope of damages;
- 9.1.13 **loss insurance** means insurance, the purpose of which is to compensate loss of assets incurred in consequence of the insured event;
- 9.1.14 **insured person** means the person to whose property, life, health, personal liability or other value of insurable interest the insurance applies;
- 9.1.15 **continued treatment** means any form of medical care provided after treating an acute illness or personal injury (the assistance service's physician decides on whether treatment is considered continued treatment, upon consultation with the attending physician);

- 9.1.16 **family member** (immediate relative) means a spouse, registered partner, common law partner (i.e., a person with whom the insured party lives in a shared household), parents and children (i.e., dependent person up to the age of 26);
- 9.1.17 **fellow traveller** means the person that purchased the trip with the aim of travelling with the insured person, and is indicated in the same insurance document or travel contract;
- 9.1.18 **deductible** means the amount to which the authorised person participates in the incurred loss; it is stipulated as an absolute value or in percent;
- 9.1.19 **insured event** means an incident from which a loss occurred and which may be a reason establishing the right to insurance indemnification;
- 9.1.20 **act of terrorism** means an act which, particularly by the use or threatened use of force or violence, is committed by an individual or group of individuals, whether alone or in collaboration with any organisations or state authority or in their name, for political, religious, ideological or ethnic reasons or to attain similar objectives, including the aim of influencing any state authority or inciting fear in the public or part thereof;
- 9.1.21 **personal injury** means the unexpected and sudden impact of external forces or own bodily forces, independently of the insured person's will, which occurs during the term of insurance and causes bodily harm or death to the insured person;
- 9.1.22 **homeland** means the Czech Republic;
- 9.1.23 **holiday** means a combination of travel services organized and paid in one sum to the tour operator;
- 9.1.24 **natural disaster** means fire, explosion, direct lightning strike, gale, flood or inundation, hailstorm, landslide, falling rocks or soil, avalanche and snow drift, falling trees or masts, earthquake, volcanic activity.

SPECIAL INSURANCE TERMS AND CONDITIONS

A TRIP CANCELLATION INSURANCE (loss)

1. We will indemnify you for the cancellation fees you had to pay the travel agency from the price of the holiday (i.e., excluding insurance premiums, optional trips, airport tax and other levies that become a cost for the travel agency only once travel actually takes place) for cancelling the holiday or to another provider of prepaid services related to your trip for the cancellation of these services, or if you were unable to travel due to:
- 1.1 serious acute illness or personal injury that requires hospitalization or confinement to bed based on the decision of the attending physician, which happened to you, your fellow traveller, or immediate relative that were to partake in the same trip;
- 1.2 serious acute illness or personal injury that requires hospitalization or confinement to bed based on the decision of the attending physician, which happened to your immediate relative, who was not intended to partake in the same trip, if it can be proven that your presence is essential at the time of the planned trip in order to care for this family member;
- 1.3 death of the persons set out in point 1.1, your siblings, grandparents or immediate relatives of your spouse;
- 1.4 death of the persons set out in point 1.2, if such death occurs less than 30 days prior to departure;
- 1.5 medical complications that you have sustained that require hospitalization due to risky pregnancy within two months before the expected birth;
- 1.6 rape of you or your immediate relative;

- 1.7 loss of employment not attributable to you in consequence of organisational changes or the dissolving of the employer, which occurs after the holiday has been purchased, suffered by yourself, your fellow traveller or your immediate relative that was to partake in the same trip;
- 1.8 divorce proceedings that were commenced after the conclusion of the insurance policy and the parties of which are the persons that were to participate in the same trip;
- 1.9 attendance at a remedial examination, if the previous examination was failed after concluding the insurance policy and if the date of the corrective examination is fixed;
- 1.10 extensive damage to your residence which occurred less than 30 days before departing on the foreign holiday, resulting from fire, flood or criminal activity by a third party, etc., if you can prove that your presence on the date of departure is demonstrably required to prevent the worsening of incurred damages;
2. If you make a claim under trip cancellation insurance, your deductible in the insured event will be 20% of the total price of cancellation fees from the price of the holiday or price of services according to point 1. If trip cancellation insurance is made due to hospitalization of a participant in the trip, your deductible in the insured event is 10% of the total price of cancellation fees from the price of the holiday or price of services according to point 1. 300 000 CZK is the maximum limit that can be agreed for trip cancellation insurance.
3. If the trip is cancelled for any of the reasons in points 1.1 through 1.10 and you were to travel to a region which the insurer has included in the list of regions with increased risk or if the political, health, or other situation in the region may cause concern about travel, insurance compensation will be reduced by half.
4. If the trip is cancelled for the above-mentioned reasons which incurred on the part of a fellow traveller who is not your immediate relative, we will provide insurance indemnification only if you would be forced to travel by yourself.

Special exclusions

5. We are not obliged to compensate you, if:
- 5.1 you or the tour operator change the travel plans or objectives, including changes in the booking of tours (e.g., change of the date of departure or destination, travelling person's name, hotel, or an extension or reduction of the length of stay);
- 5.2 the tour operator cancels your trip, even if you had cancelled it earlier for any reason before the tour operator did so;
- 5.3 you are unable to obtain a visa or take vacation;
- 5.4 you do not appear at the point of departure, miss the departure, or if you have to be excluded from the tour before or during the tour, are not accepted for clearance, etc.;
- 5.5 you are unable to travel, due to an acute illness or injury that existed at the time of signing the insurance policy, or if treatment was ongoing or examination necessary to stipulate the diagnosis or method of treatment;
- 5.6 due to a chronic illness;
- 5.7 due to an injury sustained in connection with conduct that constitutes a deliberate violation of legal regulations or recommendations; in the event of planned surgery or treatment;
- 5.8 due to changes in medical condition related to mental illness or psychic disorders;
- 5.9 due to changes in medical condition related to the ingestion of alcohol, narcotic or psychotropic substances;
- 5.11 for more than one adult in the event of trip cancellation according to point 1.2.

In the case of an insured event

6. You are obliged to report to us, immediately and in writing (e.g., via e-mail, fax, or other written form), of circumstances that force you to cancel your trip; if you fail to do so,

insurance indemnification may be reduced accordingly.

7. You must cancel your trip as soon as it becomes evident that you will not be able to travel.
8. You are obliged to submit the cancellation invoice from the tour operator or an accounting document on payment of the holiday and on the refunded amount, the holiday contract and unused travel tickets, the cancellation invoice from the carrier, accommodation facility or other provider of services related to your trip, including their cancellation conditions, accounting document on payment of services related to your trip and on the refunded amount, and unused tickets or flight tickets.
9. In the event of an illness or injury, you must submit a report from the attending physician, who must not be your relative, issued before cancellation of the trip, using the form prescribed by the insurer which we will send upon request, as well as other medical documentation that we may request.
10. In the event of loss of employment, you are obliged to submit the notice of dismissal or agreement with the employer, from which it will be obvious that employment was terminated due to organisational changes or cessation of the employer, confirmation of registration with the labour office, or confirmation of having obtained new employment.
11. In the event of divorce proceedings, you are obliged to submit the petition to commence these proceedings with a document proving its submission to the relevant court before cancellation of the trip.
12. If you cancel your trip for reasons other than illness, injury, loss of employment or divorce proceedings, you are obliged to submit documents proving the occurrence of the insured event by credible means.

B LIABILITY FOR DAMAGED ACCOMMODATION EQUIPMENT (loss)

1. We will pay losses that you caused to the accommodation facility equipment during your homeland trip and which you are liable for according to the legal regulations of the Czech Republic on your behalf.
2. If a court of other competent authority decides about compensation of losses, we will provide insurance indemnification based on its decision only after it comes into legal effect.

Special exclusions

3. Insurance does not apply to liability for loss caused in connection to the performance of any occupation or other specialised activity (study internship, etc.) and gainful activity;
- 3.1 caused the property that is borrowed, rented, entrusted to your care or given to you to use, hold, transport or process;
- 3.2 caused in relation to the use of vehicles, boats or aircraft;
- 3.3 detriment caused by information or advice;
- 3.4 caused in relation to your ownership or caring for an animal;
- 3.5 caused in relation to hunting;
- 3.6 acknowledged beyond the framework stipulated by legal regulations;
- 3.7 not consisting of loss to health or loss to property (e.g. financial loss);
- 3.8 for which you are liable to your fellow traveller or immediate relative.
4. Furthermore, insurance does not apply to non-property losses consisting in particular of compensation for mental suffering;
- 4.1 personal misfortune;
- 4.2 particular special worth;
- 4.3 unpaid work.

In the event of a claim

5. In the event of an insured claim, you are obliged to inform the assistance service

immediately; otherwise insurance indemnification may be denied. You are obliged to disclose the circumstances of the case, the name and address of the accommodation facility and potential witnesses, and submit their written statements.

6. You are not authorised to conduct even partial settlement or acknowledgement of any third-party (damaged party's) claim in our name.
7. You are not authorised to sign any document, the contents of which you do not understand perfectly.

C UNUSED HOLIDAY (fixed-sum)

1. We will provide you with compensation for every unused day of your holiday, starting from the day after curtailment or interruption of travel, if in accordance with these Insurance Terms and Conditions you are obliged to curtail or shorten your vacation more than 24 hours before the planned return due to:
- 1.1 an acute illness, injury, or death of any person insured under the same insurance policy and partaking in the same trip;
- 1.2 a serious acute illness or injury that requires hospitalization, which happened to you after the provable date of your departure on the holiday or to your immediate relative or death of your immediate relative, siblings, grandparents or death of immediate relative of your spouse;
- 1.3 rape of your immediate relative;
- 1.4 extensive damage to your property which occurred after the provable date of your departure on the holiday, resulting from fire, flood or criminal activity by a third party, etc., if you can prove that your presence on the date of departure is demonstrably required to prevent the worsening of incurred damages.

Special exclusions

2. We are not obliged to provide insurance indemnification:
- 2.1 if the curtailment of the trip results in your returning to your homeland less than 24 hours before the planned return from travel;
- 2.2 if the curtailment of the trip was not approved in advance by the assistance service before you departed to travel to your homeland;
- 2.3 due to changes in your travel plans or intentions, if you cannot obtain a visa, etc.;
- 2.4 if the trip is curtailed due to an acute illness, death or injury to which these Insurance Terms and Conditions do not apply.

In the event of a claim

3. In the case of an insured event, you are obliged to inform the assistance service immediately.
4. You are obliged to submit the holiday contract or other credible document proving the intended term of your stay.
5. You are obliged to submit the original reservation documents for the foreign trip or the holiday contract, due medical documentation issued by the medical facility where you were treated, or the death certificate, bills for accommodation and documents of use of means of transport.
6. If you interrupt your stay due to illness, injury, rape or death, the compensation by the insurer will be provided against due medical documentation issued by the respective medical facility or the death certificate.
7. If you interrupt your stay from other above listed reasons, you are obliged to submit a police report as well as other documents proving an incurred loss event.

Important information about insurance

Insurance coverage limits (in CZK)	Basic	Standard	Optimal
Trip cancellation (limit up to the total of accommodation costs)	YES ¹⁾	YES ¹⁾	YES ¹⁾
Liability for damaged accommodation equipment		50 000	100 000
Unused holiday			10 000 ²⁾

Explanatory notes: 1) deductible of 20%, in case of hospitalization 10% 2) CZK 1 000 per day

HOW TO PROCEED IN THE CASE OF AN INSURED EVENT

Cancellation of a holiday, service or travel ticket

If you are obliged unexpectedly to cancel an arranged holiday or travel, report this fact immediately to the insurance company using the online claims reporting form (www.ervpojistovna.cz) or via e-mail at claims@ERVpojistovna.cz.

Personal liability

- Do not admit your personal liability for claims without consent from the insurance company. Do not pay the incurred claim even in part; do not sign any documents the contents of which you do not understand.
- Inform the damaged party of your insurance and give them the insurance company's contact details.
- Try to obtain the written statements of the damaged party and potential witnesses.
- Document the circumstances of the claim (photographs, etc.); always contact the assistance service.

Reporting an insured event

Report the insured event using the online application for reporting claims (www.ERVpojistovna.cz) or using the respective claim forms, which you can download at www.ERVpojistovna.cz or which we can send upon request.

- Carefully complete all of the requested information to accelerate the payment of insurance indemnification.
- Do not forget always to attach original documents (scans for online reports) according to the given list.
- Complete and send the claim form with the document no later than within 1 month from the occurrence of the insured event.

ERV Evropská pojišťovna, a. s.

Claims Department

Křížkova 237/36a, 186 00 Prague 8

Phone: 221 860 840

Fax: 221 860 849

E-mail: claims@ERVpojistovna.cz

How we process personal data

GDPR

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

Who is the administrator of your personal data

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

You can contact us using the method you prefer:

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

Where and how you can ask

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

You can contact him:

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

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

What types of personal data do we process

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

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



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

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

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

What are the purposes of personal data processing

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

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

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

How we store personal data

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

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

What if you refuse to provide personal data

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

For how long do we process personal data

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

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

With whom do we share your personal data

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

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

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



What are automated decisions

Automated decisions/profiling occur in particular when arranging an insurance policy via our on-line system, which is intended to make the selection and purchase of the best insurance coverage more pleasant and faster.

All automated decisions are based on pre-defined rules, particularly based on insurance and mathematical calculations.

What are your rights

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

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

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

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

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

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

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

<https://www.ervpojistovna.cz/cs/informace-o-webu>