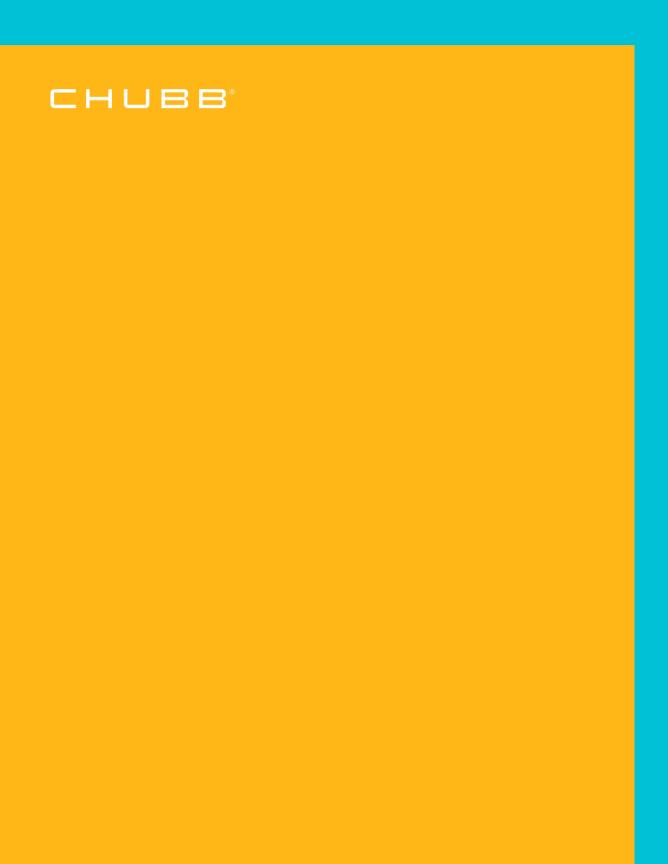
# **Your Policy Conditions**



## Advice to Travellers

## **Important Phone Numbers**

Please make a note of the following phone numbers or add them to **Your** mobile; **You** may need them in an emergency or if **You** need to make a **Claim**.

#### Chubb Assistance

For overseas medical emergencies please contact **Chubb Assistance** on:
Telephone: **+420 296 842 022**(24 hours a day, 365 days a year)

#### Chubb Claims

Telephone: +420 296 842 021 (Monday - Friday, from 9.00 to 16.30) Email: tap@broadspire.eu

#### **Chubb Customer Service**

Telephone: +420 296 842 021 (Monday - Friday, from 9.00 to 16.30) Email: tap@broadspire.eu

#### Helpful hints for your insurance

- Take copies of Your policy documents on Your Trip with You;
- Report any Loss of theft to the hotel or local police within 24 hours and get a report from them;
- Keep Valuables safe (for example in a safety deposit box);
- Don't leave Valuables lying around or in view of other people;
- Leave yourselfenough time to get to the airport, park, and get through security. Remember to allow time for delays in traffic or travel
- Contact Us if You have a change in health that may lead to You having to cancel or alter Your Trip
- Contact Us for advice before incurring costs that You would seek to subsequently Claim for under this Policy

#### **Immunisations**

**You** may need extra immunisations when travelling **Abroad**. Check whether **You** do before travelling online at <a href="www.szu.cz">www.szu.cz</a>.

#### **EHIC**

If You are travelling to Europe (all EU countries plus Iceland, Liechtenstein, Norway & Switzerland) You should obtain a European Health Insurance Card (EHIC) and take it with You when You travel. This will allow You to benefit from the reciprocal health arrangements, which exist with these countries and, if You have a valid Claim for Medical Expenses under this Policy, We will not deduct the Excess where the cost of Your Claim has been reduced by You using Your EHIC.

EHIC card is issued by **Your** respective Health Insurance Company. All necessary information can be found online at <a href="https://www.kancelarzp.cz">www.kancelarzp.cz</a>.

#### Waiver

If **You** have a valid **Claim** for medical expenses under this Policy, which is reduced by **Your** 

- using an EHIC; or
- taking advantage of a reciprocal health agreement with the Czech Republic; or
- using **Your** private medical insurance at the point of treatment,

We will not deduct the excess.

## Travel Advice

This Policy does not cover any **Trip** involving travel to areas where the Ministry of Foreign Affairs of the Czech Republic has advised against travel. If **You** are not sure whether there is a travel warning for **Your** destination, please check their website.

## Contents

Advice to Travellers	2
Important Phone Numbers	2
Helpful hints for your insurance	2
Immunisations	2
EHIC	2
Waiver	2
Travel Advice	2
Welcome	6
Table of Benefits	7
Important Information	9
How to Claim	9
How to Cancel	9
Insured peril	9
General Conditions and General Exclusions	9
Persons Covered	9
Policy Definitions	9
Children	9
Trips Covered	9
Trips Not Covered	9
The Cover We Provide	10
When You Are Covered	10
When Cover Will End Automatically	10
Automatic Extension of the Period of Insurance	10
Leisure Activities and Sports	10
Chubb Assistance	13
Medical Emergency and Referral Services	13
Personal Assistance Services	13
Section 1 - Cancellation	15
What is covered	15
What is not covered (Exclusions)	15
Section 2 – Medical Expenses & Repatriation	17
What is covered	17
Special Conditions	17
What is not covered (Exclusions)	18
Section 3 – Hospital Benefit	18
What is covered	18
What is not covered	18
Section 4 – Travel Delay / Abandonment	19
What is covered	19
Special Conditions	19
What is not covered (Exclusions)	19
Section 5 – Missed Departure	20
What is covered	20
Special Conditions	20
What is not covered (Exclusions)	20
Section 6 –Curtailment	21

What is covered	21
What is not covered (Exclusions)	21
Section 7 – Personal Effects & Baggage	22
What is covered	22
Special Conditions	22
What is not covered (Exclusions)	22
Section 8 – Loss of Passport / Driving Licence	23
What is covered	23
Special Condition	23
What is not covered (Exclusions)	23
Section 9 – Personal Money	23
What is covered	23
Special Condition	24
What is not covered (Exclusions)	24
Section 10 - Personal Accident	24
What is covered	24
Special Conditions	24
What is not covered (Exclusions)	24
Section 11 – Personal Liability	24
What is covered	24
Special Conditions	25
What is not covered (Exclusions)	25
Section 12 – Overseas Legal Expenses	26
What is covered	26
Special Conditions	26
What is not covered (Exclusions)	27
General Exclusions	28
Making a Claim	30
Claim Conditions	31
Other Insuranœ	31
Recovering Our Claims Payments from Others	31
Complying with Special Conditions	31
Supplying Details & Documents	31
Your Duty to Avoid or Minimise a Claim	31
Protecting Property	31
Sending Us Legal Documents	31
Subrogation	31
Things You Must Not Do	31
Recognising Our Rights	31
Fraudulent Claims	32
Paying Claims	32
General Conditions	33
Contract	33
Choice of Law	33
Compliance with Policy Requirements	33
Changing Your Policy	33
Cancelling Your Policy	33

Other taxes or costs	33
Misrepresentation and Non-Disclosure	33
Interest	33
Bank Charges	34
Complaints procedures	34
European Online Dispute Resolution Platform	34
Supervisory Authorities	34
General Definitions	35
Data Protection	39
Contact Us	40
About Chubb	40

## Welcome

## Thank you for choosing Chubb Travel Insurance.

These are **Your** Policy Conditions which, together with **Your Certificate of Insurance** and the information supplied when applying for this insurance, is a contract between **You** and **Us** (hereinafter referred to as the "**Policy**"). Cover provided under this **Policy** is underwritten by Chubb European Group SE, pursuing insurance business in the Czech Republic based on the freedom of establishment and acting through its branch Chubb European Group SE, organizační složka, Pobřežní 620/3, Prague 8, Postcode 186 00, Company ID 278 937 23, registered in the Commercial Register maintained by the Municipal Court in Prague, Part A, Entry 57233 (**We/Us**).

This Policy pays benefits, if shown as insured on **Your Certificate of Insurance**, in accordance with this Policy Wording, in the event that **You:** 

- need to cancel Your Trip before it begins; or
- suffer illness or injury; or
- are delayed en route; or
- suffer Loss or damage to Your Personal Property or Money

all whilst on a Trip.

This Policy does not cover:

- any pre-existing medical conditions; or
- manual work of any description; or
- any **Trip** where **Winter Sports** is the main reason for **Your** trip.

This **Policy** contains certain conditions and exclusions in each section and general conditions and exclusions which apply to all the sections. **You** must meet these conditions or we may not accept **Your** claim. The contract of insurance is concluded once **You** pay the premium.

You (as specified in the **Certificate of Insurance**) and **Chubb** agree that **You** shall pay the premium as agreed. The **Certificate of Insurance** and these Policy Conditions provide the full terms and conditions of the insurance with **Us**. **You** acknowledge that **We** have offered this **Policy** and set the premium using the information which **We** have asked for and **You** have provided, and that any change to the responses provided by **You** may result in a change in the terms and conditions of the **Policy** and/or a change in the premium.

You should check over these Policy Conditions and the **Certificate of Insurance** carefully to ensure they are correct and meet **Your** requirements, and notify **Us** immediately, if anything is incorrect, as this could affect **Policy** cover in the event of a **Claim**. **You** should keep these documents in a safe place. **You** must tell **Us** if either **Your** insurance needs or any of the information **You** have given **Us** changes. A change in circumstances may affect **Policy** cover, even if **You** do not think a change is significant, and **We** may need to change this **Policy**. **We** will update the **Policy** and issue a new **Certificate of Insurance** each time a change is agreed.

Erik Macalík

Country Manager Czech Republic and Slovakia Chubb European Group SE, organizační složka

## Table of Benefits

 $(\textbf{Your}\ Plan\ Type\ is\ shown\ on\ your\ Certificate\ of\ Insurance)$ 

	Benefit A	nounts /Limit of	Liability	Excess
Section / Plan Type	Travel Insurance including Cancellation	Travel Insurance excluding Cancellation	Cancellation Insurance	
1. Cancellation	Flight Cost <sup>2</sup> plus up to 12,500  Kč for accommodation & transport	Not Insured	Flight Cost <sup>2</sup> plus up to 12,500 Kč for unused travel costs	1
2. Medical Expenses & Repatriation				
A. i. Medical Expenses & ii. Emergency Repatriation Expenses	In Europe:up to 5,000,000 Kč Worldwide:up to 10,000,000 Kč	In Europe:up to 5,000,000 Kč Worldwide:up to 10,000,000 Kč	Not Insured	✓
iii. Travel Expenses	Up to 1,600 Kč per day up to a Max of 160,0000 Kč	Up to 1,600 Kč per day up to a Max of 160,0000 Kč	Not Insured	✓
B. Accompanying Traveller Expenses	Return Ticket plus up to 1,600 Kč per day up to a Max of 160,0000 Kč	Return Ticket plus Up to 1,600 Kč per day up to a Max of 160,0000 Kč	Not Insured	✓
C. Cremation Burial or Transportation Charges	up to 135,000 Kč	up to 135,000 Kč	Not Insured	1
D. Emergency Dental Treatment	- up to <b>6,750 Kč</b>	up to <b>6,750</b> Kč	Not Insured	✓
3. Hospital Benefit	400 Kč for each full 24 hours up to a Max of 200,000 Kč	400 Kč for each full 24 hours up to a Max of 200,000 Kč	Not Insured	Х
4. Travel Delay/Abandonment	-		Not Insured	
A. Each complete 12 hour period	2,000 Kč up to a Max of 8,000 Kč	2,000 Kč up to a Max of 8,000 Kč	Not Insured	×
B. Abandonment	In Europe: up to up to 12,500 Kč Worldwide: up to up to 25,000 Kč	In Europe:up to up to 12,500 Kč Worldwide:up to up to 25,000 Kč	Not Insured	✓
5. Missed Departure	up to 5,000 Kč	up to $5,000~\textrm{K}\c{c}$	Not Insured	✓
5. Curtailment	In Europe: up to 12,500 Kč Worldwide: up to 25,000 Kč	In Europe: up to 12,500 Kč Worldwide: up to 25,000 Kč	In Europe: up to 12,500 Kč Worldwide: up to 25,000 Kč	✓
	20,000 RC	20,000 RC	20,000 RC	

TAP-CZ-CM0001

7

A. Loss, damage or theft	up to <b>25,000</b> Kč	up to <b>25,000</b> Kč	Not Insured	✓
Single item limit	6,750 Kč	6,750 Kč		
Valuables limit	up to 6,750 Kč	up to <b>6,750</b> Kč		
Sports equipment limit	up to <b>6,750</b> Kč	up to <b>6,750</b> Kč		
B. Delayed Baggage	up to <b>5,400 Kč</b> after 12 hour delay	up to <b>5,400 Kč</b> after 12 hour delay	Not Insured	X
8. Loss of Passport / Driving Licence temporary replacement costs	up to <b>6,750</b> Kč	up to <b>6,750</b> Kč	Not Insured	X
9. Personal Money	up to <b>8,000</b> Kč	up to <b>8,000 Kč</b>	Not Insured	✓
10. Personal Accident	270,000 Kč	270,000 Kč	Not Insured	×
11. Personal Liability	up to 27,000,000 Kč	up to 27,000,000 Kč	Not Insured	<b>✓</b>
12. Overseas Legal Expenses	up to 270,000 Kč	up to <b>270,000</b> <b>Kč</b>	Not Insured	X

 $<sup>^{1}</sup>$  A 1,250  $\,$  K  $\check{c}$  excess applies to each benefit section per person as highlighted in the table above other than under Section 1 - Cancellation where the excess is 10% of the applicable Claim amount, subject to a minimum of 1,250  $\,$  K  $\check{c}$ .

The table above shows the maximum amounts that are covered under the Policy per Person Insured.

<sup>&</sup>lt;sup>2</sup> Flight Cost means the total cost of Your flight as shown on Your flight booking confirmation.

## **Important Information**

#### How to Claim

Guidance on how to make a **Claim** under this **Policy** is detailed on page 32 in these Policy Conditions.

### How to Cancel

Guidance on how to cancel this **Policy** is detailed on page 35 in these Policy Conditions.

## Insured peril

Cover applies to the extent set out in this **Policy** in particular to the following perils:

- Loss to the Person(s) insured as a result of charged cancellation fees and costs and/or other costs incurred in connection with unused travelling or accommodation;
- Delay of Your means of travel, abandoning Your Trip or missing Your departure;
- Accidents and other health problems;
- Losses or damage of Your luggage and other possessions including personal Money and documents;
- Liability for damage caused by the Person(s) insured and which needs to be reimbursed to a third party.

## General Conditions and General Exclusions

There are certain Conditions and Exclusions which apply to all sections of this **Policy**, and these are detailed on pages 28 to 29 and 33 to 34 in these Policy Conditions.

### Persons Covered

# All **Persons Insured** on this **Policy** must be:

- permanently resident in the Czech
  Republic and be in the Czech Republic
  at the time of purchasing this **Policy**;
  and
- 2. 64 years of age or under at the time of purchasing this **Policy**.

## **Policy Definitions**

Certain words in this **Policy** have a specific meaning. They have this specific meaning wherever they appear in this **Policy** and are shown by using bold text and capital letters. All **Policy** definitions are applicable to this

**Policy** as a whole, and are detailed on pages 35 to 38 in these Policy Conditions.

#### Children

Children will only be covered when they are travelling with an adult named under Person(s) Insured on the Certificate of Insurance.

## **Trips Covered**

The Plan Type **You** have chosen, Travel Insurance including Cancellation, Travel Insurance excluding Cancellation or Cancellation Insurance, is shown on your Certificate of Insurance.

 Travel Insurance including Cancellation and Travel Insurance excluding Cancellation

A **Trip Abroad** during the **Period of Insurance** that takes place entirely within the Area of Travel stated in the Certificate of Insurance, as long as **You** have booked a return flight to **Your** country of origin before you depart for **Your Trip.** 

- 2. Cancellation Insurance,
  - a. Round Trip
    A Trip Abroad during the Period
    of Insurance that takes place
    entirely within the Area of Travel
    stated in the Certificate of
    Insurance.
  - b. One way Trip
    A Trip Abroad during the Period
    of Insurance that takes place
    entirely within the Area of Travel
    stated in the Certificate of Insurance
    but has no scheduled return date.

#### Trips Not Covered

We will not cover any Trip

- which involves manual work of any description;
- where Winter Sports is the main reason for Your trip;
- which involves You travelling on a Cruise;
- which involves You travelling specifically to obtain medical, dental or cosmetic treatment;
- when **You** have been advised not to travel by **Your Doctor** or

TAP-CZ-CM0001

- You have received a terminal prognosis;
- where, on the date it is booked (or commencement of the Period of Insurance if later), You or Your Travelling Companion are aware of any reason why it might be cancelled or Curtailed, or any other circumstance that could reasonably be expected to result in a Claim under this policy;
- involving travel to areas where the Ministry of Foreign Affairs of the Czech Republic has advised against 'all travel' or 'all but essential travel'. If You are not sure whether there is a travel warning for Your destination, please check their website www.mzv.cz.

## The Cover We Provide

The maximum amount **We** will pay under each Section that applies is detailed in the Table of Benefits on page 7 in these Policy Conditions.

#### When You Are Covered

- Cancellation cover under Section 1
  begins when a Trip is booked, or from
  the commencement date and time
  stated in the Certificate of
  Insurance, whichever is later. It ends
  when You Your Trip.
- Insurance cover under all other Sections operates for a **Trip** that takes place during the **Period of Insurance.**

#### When Cover Will End Automatically

The Plan Type **You** have chosen, Travel Insurance including Cancellation, Travel Insurance excluding Cancellation or Cancellation Insurance, is shown on your Certificate of Insurance.

- Travel Insurance including Cancellation and Travel Insurance excluding Cancellation
   All cover will end when the **Period of**
  - Insurance ends.

Cancellation Insurance

- a. Round Trip
   All cover will end when the Period of Insurance ends.
- b. One Way TripAll cover will end 24 hours afterYou start Your Trip.

# Automatic Extension of the Period of Insurance

If **You** cannot return home from a **Trip** before **Your** cover ends, **Your** policy will automatically be extended at no extra charge for:

- up to 14 days if any Public
   Transport in which You are booked to travel as a ticket-holding passenger is unexpectedly delayed, cancelled or Curtailed because of Adverse Weather, industrial action, or mechanical breakdown; or
- up to 30 days (or any longer period agreed by Us in writing before this automatic extension expires) if You cannot return home Due To:
  - You being injured or becoming ill or being quarantined during a Trip
  - You being required to stay on medical advice with another Person Insured named on Your Certificate of Insurance who is injured or becomes ill or is quarantined during a Trip.

#### Leisure Activities and Sports

You are automatically covered when participating in any of the leisure activities or sports listed in this section, on a recreational basis during Your Trip, subject to any provisions, limitations or exclusions noted by the relevant sport or activity and provided that:

- You have not been advised by a
   Doctor against participating in such sport or activity;
- You wear the recommended/ recognised safety equipment;
- You follow safety procedures, rules and regulations as specified by the activity organisers/providers;
- 4. **You** are not racing or competing in or practising for speed or time trials of any kind; and
- It is not the main reason for Your Trip.

#### **Important Note**

If a leisure activity or sport is not listed then we will not provide cover under the **Policy**.

Archery (provided supervised by a qualified person)

TAP-CZ-CM0001

- Arm wrestling
- Badminton
- Basketball
- Beach basketball
- Beach cricket
- Beach football
- Beach volleyball
- Bocce
- Body boarding
- Bowls
- Bowling
- Canoeing, kayaking and rafting on inland waters only (excluding white water)
- Carriage or hay or sleigh rides
- Clay-pigeon shooting (provided supervised by a qualified person)
- Cricket
- Croquet
- Curling
- Cycling (except BMX and/or mountain biking)
- Deep sea fishing (excluding competitions)
- Dry skiing
- Elephant riding (less than 2 days)
- Fell walking
- Fencing (provided supervised by a qualified person)
- Fishing, or angling (on inland waters only)
- Footbag (hacky sack)
- Football (Association)
- Go karting (provided **You** wear a crash helmet)
- Golf
- Handball
- Hiking or hill walking (up to 1,000m above sea level, only covered if no guides or ropes are required)
- Horse riding (provided no hunting, jumping or polo)
- Hot air ballooning (provided it is professionally organised, and You travel as a passenger only)
- Ice skating (excluding ice hockey and speed skating)
- In line skating
- Javelin
- Jet skiing
- Korfball
- Lacrosse

- Land sailing
- Laser games
- Long jump
- Maxi-basketball
- Mini-basketball
- Motorcycling up to 125cc provided You wear a crash helmet, and hold a full (and not provisional) Czech Republic motorcycle licence if You are in control of the motorcycle
- Netball
- Paddleball
- Parascending (provided over water)
- Pony trekking
- Racquetball
- Rambling (up to 1,000m above sea level, only covered if no guides or ropes are required)
- Roller skating
- Roller blading
- Rounders
- Rowing (on inland waters only)
- Running (recreational)
- Safari (camera only and professionally organised)
- Sail boarding
- Sailing or yachting (inland and coastal waters only)
- Scuba diving (to a depth not exceeding 18m and provided that **You** are either accompanied by a qualified instruction, or **You** are qualified and not diving alone)
- Snorkelling
- Soccer
- Squash
- Softball
- Streetball
- Surfing
- Swimming
- Table tennis
- Tennis
- Trampolining
- Trekking (up to 1,000m above sea level, only covered if no guides or ropes are required)
- Triple jump
- Tug of war
- Twirling
- Volleyball
- Water polo
- Water skiing

## Wind surfing

Please refer to the relevant exclusions under each Section of **Your Policy** and to the General Exclusions, which continue to apply. Please specifically note the exclusion under Section 11 - Personal Liability relating to the ownership, possession or use of vehicles, aircraft, hovercraft, watercraft, firearms or buildings.

## Chubb Assistance

**Chubb Assistance** can provide a range of assistance and medical related services during **Your Trip Abroad**. Please make sure **You** have details of this **Policy**, including the Policy Number and **Period of Insurance** when **You** call.

To contact **Chubb Assistance** please call: **+420 296 842 022** 

Medical Emergency and Referral Services

If **You** are injured or become ill **Abroad You** must contact **Chubb Assistance**immediately if **You** need hospital in-patient
treatment, specialist treatment, medical
tests, scans or to be brought back to the
Czech Republic.

If **You** cannot do this yourself, **You** must arrange for a personal representative (for example, a spouse or parent) to do this for **You**. If this is not possible because **Your** condition is serious, **You** or **Your** personal representative must contact **Chubb Assistance** as soon as possible.

If **Chubb Assistance** is not contacted, **We** may reject **Your Claim** or reduce its payment.

In all other circumstances **You** are entitled to use the services of **Chubb Assistance** detailed in this section, as appropriate.

**Chubb Assistance** - Medical Emergency and Referral Services can help with:

- A. Payment of bills if **You** are admitted to hospital **Abroad**, the hospital or attending **Doctor**(s) will be contacted and payment of their fees up to the **Policy** limits may be guaranteed so that **You** do not have to make the payment from **Your** own funds.
- B. Being brought back to the Czech Republic-if the **Doctor** appointed by **Chubb Assistance** believes treatment in the Czech Republic is preferable, transfer may be arranged by regular scheduled transport services, or by air or road ambulance services if more urgent treatment and/or specialist care is required during the **Trip**.
- C. Provision of medical advice
  - i) if **You** require emergency consultation or treatment

- Abroad, Chubb Assistance will provide the names and addresses of local **Doctors**, hospitals, clinics and dentists, and its panel of **Doctors** will provide telephone medical advice.
- ii) if necessary Chubb Assistance will make arrangements for a Doctor to call, or for You to be admitted to hospital.
- D. Unsupervised **Children** if a **Child** is left unsupervised on a **Trip Abroad** because **You** are hospitalised or incapacitated, **Chubb Assistance** may organise their return home, including a suitable escort when necessary.

Please note that whilst **You** will not be charged for advice or assistance, **You** will be responsible for paying fees and charges for services provided to **You** if they are not covered as part of a valid **Claim** under this **Policy**.

#### Personal Assistance Services

- The services under this Section are provided by Chubb Assistance and are only available during a Trip Abroad.
- These are non-insured facilitation services making use of Chubb Assistance's wide experience and contacts. Any costs incurred, for example for message relay, must be reimbursed to Chubb Assistance unless they form part of a successful Claim under an appropriate Section of this Policy.

**Chubb Assistance** – Personal Assistance Services can help with:

A. Transfer of emergency funds
Transfer of emergency funds up to
6,250 Kč per Trip if access to normal
financial/ banking arrangements are
not available locally. In order to
reimburse Chubb Assistance You
must authorise Chubb Assistance to
debit Your credit or charge card with
the amount of the transfer, or make
alternative arrangements to deposit
the funds in Chubb Assistance's
account. If the emergency transfer is
needed Due To theft or Loss of

personal money, a **Claim** may be made under the **Policy**.

## B. Message relay

Transmission of urgent messages to relatives or business associates if medical or travel problems disrupt a **Trip** travel schedule.

### C. Replacement travel documents

Assistance with the replacement of **Lost** or stolen tickets and travel documents, and referral to suitable travel offices. **Chubb Assistance** will not pay for any item.

## D. Emergency translation facility

A translation service if the local provider of an assistance service does not speak English.

## E. Legal help

Referral to a local English speaking Lawyer, Embassy or Consulate if legal advice is needed, and arrangement of payment of reasonable emergency legal Expenses or bail, against a guarantee of repayment.

TAP-CZ-CM0001

# SECTION 1 -12 ONLY APPLIY IF SHOWN AS INSURED ON YOUR CERTIFICATE OF INSURANCE

## Section 1 - Cancellation

This cancellation insurance is agreed as **Loss Insurance**.

#### What is covered

We will refund Your unused travel and/or accommodation costs up to the amount stated in the Table of Benefits (including excursions pre-booked and paid for before starting Your Trip), which You have paid or are contracted to pay and which cannot be recovered from any other source. An Insured Event occurs if it becomes necessary to cancel a Trip Due To:

- You or Your Travelling Companion(s)
  - A. dying; or
  - B. suffering serious injury; or
  - C. suffering sudden or serious illness; or
  - D. suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a **Doctor** who specialises in obstetrics); or
  - E. being compulsorily quarantined on the orders of a treating **Doctor**:

provided that such cancellation is confirmed as medically necessary by the treating **Doctor**.

- 2. Your Immediate Family Member or Close Business Colleague or Your Travelling Companion's Immediate Family Member or Close Business Colleague or someone You have arranged to stay with on Your Trip:
  - A. dying; or
  - B. suffering serious injury; or
  - C. suffering sudden or serious illness; or
  - D. suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a **Doctor** who specialises in obstetrics);

- provided that such reasons for cancellation are confirmed by a **Doctor**.
- 3. the police requiring You or Your Travelling Companion's presence following a burglary or attempted burglary at Your or Your Travelling Companion's home.
- 4. serious fire storm or flood damage to Your or Your Travelling
  Companion's home, provided that such damage occurs within the 7 days immediately prior to commencement of Your Trip.
- the compulsory jury service or subpoena of You or Your Travelling Companion
- You or Your Travelling
   Companion being made redundant and having registered as unemployed.

## What is not covered (Exclusions)

- 1. Any Claim Due To
  - A. any pre-existing medical condition affecting any person upon whom Your Trip depends that was diagnosed, treated or required hospital inpatient or outpatient treatment at any time before Your Trip was booked (or commencement of the Period of Insurance if later), and which could result in Your having to cancel Your Trip;
  - B. any expenses incurred as a result of the imposition of anylaw, regulation or order made by any public authority or government which impacts **Your Trip** (including, without limitation, the closure of borders or airspace, lockdowns and other restrictions on the movement of people);
  - C. jury service or subpoena if **You** or **Your Travelling Companion** are called as an expert witness or where **Your** or their occupation would normally require a Court attendance;

- D. redundancy where **You** or **Your Travelling Companion**:
  - i) were unemployed or knew that You or they may become unemployed, at the time the Trip was booked;
  - are voluntarily made redundant or made redundant as a result of misconduct or following resignation;
  - iii) are self-employed or a contract worker;
- E. any adverse financial situation causing You to cancel Your Trip, other than reasons stated within the section 'What is covered'.
- F. You or Your Travelling
  Companion(s) deciding that
  You do not want to travel, unless
  that reason for not traveling is
  stated within the section
  'What is covered'.
- G. The failure to obtain the necessary passport, visa or permit for **Your Trip**.
- 2. Any loss, charge or expense **Due To**:
  - A. a delayin notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to cancel a booking;
  - B. prohibitive regulations by the government of any country.
- 3. Any charge or expense paid for with, or settled using, any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any **Claim** for management fees, maintenance costs or exchange fees associated in relation to timeshares or similar arrangements.
- 4. The Excess

TAP-CZ-CM0001

## Section 2 – Medical Expenses & Repatriation

This Medical Expenses and Repatriation insurance is agreed as **Loss Insurance**.

#### What is covered

# An **Insured Event** occurs if during a **Trip Abroad You**:

- 1. are injured; or
- become ill (including complications in pregnancy as diagnosed by a **Doctor** or specialistin obstetrics, provided that if **You** are travelling between 28 and 35weeks pregnant **You** obtained written confirmation from a **Doctor** of **Your** fitness to travel no earlier than 5 days prior to the commencement of **Your Trip Abroad**);

When an **Insured Event** occurs, **We** will pay up to the amount stated in the Table of Benefits for:

- A. i) Medical Expenses
  All reasonable costs that it is medically necessary to incur outside of the Czech Republic for hospital, ambulance surgical or other diagnostic or remedial treatment, given or prescribed by a **Doctor**, and including charges for staying in a hospital;
  - ii) Emergency Repatriation
    Expenses
    All reasonable costs that it is
    medically necessary for **Chubb**Assistance to incur to return
    You to Your home in the Czech
    Republic; or to move You to the
    most suitable hospital in the
    Czech Republic; if it is medically
    necessary to do so.
  - iii) Travel Expenses
    All necessary and reasonable
    accommodation (room only) and
    travel expenses incurred with the
    consent of Chubb Assistance,
    if it is medically necessary for
    You to stay Abroad after Your
    scheduled date of return to the
    Czech Republic, including travel
    costs back to the Czech Republic
    if You cannot use Your original
    return ticket.
- B. Accompanying Traveller Expenses
  All necessary and reasonable
  accommodation (room only) and travel
  expenses incurred with the consent of
  Chubb Assistance, by any one other
  person if required on medical advice to

- accompany **You** or to escort a **Child** home to the Czech Republic.
- C. Cremation Burial or Transportation Charges if **You** die **Abroad** 
  - i) cremation or burial charges in the country in which **You** die; or
  - ii) transportation charges for returning **Your** body or ashes back to the Czech Republic.
- D. Emergency Dental Treatment
  All medically necessary and reasonable
  cost to provide emergency dental
  treatment for the relief of pain only,
  outside of the Czech Republic.

## **Special Conditions**

- If You are injured or become ill
   Abroad You must follow the procedure detailed under 'Making a Claim' on page 32 of this Policy. If You do not, We may reject Your Claim or reduce the amount that We pay You.
- 2. Chubb Assistance may:
  - A. move **You** from one hospital to another; and/or
  - B. return **You** to **Your** home in the Czech Republic; or move **You** to the most suitable hospital in the Czech Republic;

at any time, if **Chubb Assistance** believes that it is necessary and safe to do so.

- Additional travel and hotel expenses must be authorised in advance by Chubb Assistance.
- All original receipts must be kept and provided to support a Claim.

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## What is not covered (Exclusions)

- Any Claim Due To any pre-existing medical condition that was diagnosed, treated or required hospital inpatient or outpatient treatment at any time before Your Trip was booked (or commencement of the Period of Insurance if later);
- Any treatment or surgery or exploratory tests:
  - A. not confirmed as medically necessary; or
  - B. not directly related to the injury or illness that **You** were admitted to hospital for.
- Surgery, medical or preventative treatment which can be delayed in the opinion of the **Doctor** treating **You** until **You** return to the Czech Republic.
- 4. Any costs incurred following **Your** decision not to move hospital or return to the Czech Republic after the date when, in the opinion of **Chubb Assistance**, **You** should do so.
- 5. Cosmetic surgery.
- 6. Treatment or services provided by any convalescent or nursing home, rehabilitation centre or health spa.
- 7. Any medical treatment that **You** travelled **Abroad** to obtain.
- 8. Medication **You** are taking before, and which **You** will have to continue taking during, a **Trip**.
- 9. Any expenses incurred in the Czech Republic.
- Any additional travel and accommodation expenses incurred which have not been authorised in advance by **Chubb Assistance**.
- Accommodation and travel expenses where the transport and/or accommodation used is of a standard superior to that of the **Trip**.

- Any additional costs for single or private room accommodation.
- 13. Cremation or burial costs in the Czech Republic.
- 14. The cost of medical or surgical treatment of any kind received by a Person Insured later than 52 weeks from the date of the accident or commencement of the illness.
- 15. The Excess, except where You have obtained a reduction in the cost of medical expenses by using a European Health Insurance Card (EHIC) in the European Union, (including Iceland, Liechtenstein, Norway & Switzerland) if You require medical treatment whilst in the country.
- 16. Any **Claim** when you have travelled against the advice of **Your Doctor**.
- Any complication in pregnancy that was known by You at the time of travel.

## Section 3 – Hospital Benefit

This Hospital Benefit insurance is agreed as **Fixed Sum Insurance**.

#### What is covered

An **Insured Event** occurs if **You** are admitted to a hospital as an in-patient during a **Trip Due To** injury or illness for which You have a valid **Claim** under Section 2 – Medical Expenses & Repatriation. When an **Insured Event** occurs **we** will pay the benefit amount stated in the Table of Benefits for each complete 24 hours that **You** remain a hospital in-patient, up to the maximum amount stated in the Table of Benefits.

## What is not covered

**We** will not pay for time **You** spend in an institution not recognised as a hospital in the country of treatment.

## Section 4 – Travel Delay / Abandonment

This Travel Delay insurance is agreed as **Fixed Sum Insurance**. The Abandonment insurance is agreed as **Loss Insurance**.

#### What is covered

An Insured Event occurs if You are delayed for at least 12 hours on Your outbound international Trip or the final part of Your international return because the scheduled departure of Public Transport is affected by a strike; industrial action; Adverse Weather; mechanical breakdown or grounding of an aircraft Due To mechanical or structural defect. When an Insured Event occurs, We will either:

- A. pay the Travel Delay benefit stated in the Table of Benefits; or
- B. if You abandon Your Trip after a delay of at least 24 hours of the scheduled outbound international departure, We will refund Your unused travel and accommodation costs up to the amount stated in the Table of Benefits that you have paid or are contracted to pay and which cannot be recovered from any other source.

## **Special Conditions**

- 1. **You** can only **Claim** under item A or item B above, not both.
- 2. You must:
  - A. check-in before the scheduled departure time shown on **Your** travel itinerary; and
  - B. comply with the travel agent, tour operator and transport providers contract terms; and
  - C. provide **Us** with written details from the **Public Transport** operator describing the length of, and reason for, the delay; and
  - D. allow reasonable time to arrive at **Your** departure point on time.

## What is not covered (Exclusions)

- 1. Any Claim Due To:
  - A. **Public Transport** being taken out of service on the instructions of a Civil Aviation Authority, Port Authority or similar authority;
  - B. a strike if it had started or been announced before **You** arranged this insurance;
  - C. any journey by Public Transport commencing and ending in the country of departure.
- 2. Any charge or expense paid for with, or settled using, any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any **Claim** for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.
- Accommodation and travel expenses where the additional transport and/or accommodation used is of a standard superior to that of the original **Trip**.
- Any Claim Due To Your not allowing sufficient time for the journey.
- 5. Any **Claim Due To**:
  - You travelling against the advice of the appropriate national or local authority;
  - B. prohibitive regulations by the government of any country.
- 6. Any expenses that:
  - A. **You** can recover from anytour operator, airline, hotel or other service provider;
  - You would normally have to pay during Your Trip.
- 7. Any **Claim** for Travel Abandonment caused by volcanic ash.
- 8. The **Excess**, if a **Trip** is abandoned.

## Section 5 – Missed Departure

This Missed Departure insurance is agreed as **Loss Insurance**.

#### What is covered

**We** will pay up to the amount stated in the Table of Benefits for necessary and reasonable additional accommodation (room only) and travel expenses to enable **You** to reach:

- Your scheduled destination Abroad if, on Your outbound journey, You arrive too late at Your final point of international departure to board the Public Transport on which You are booked to travel; or
- On Your return journey, You arrive too late at Your final point of international departure to board the Public Transport on which You are booked to travel:

#### Due To:

- the car/taxi You are travelling in breaking down or being involved in an accident; or
- 2. the **Public Transport You** are travelling in failing to arrive on schedule.

### **Special Conditions**

- 1. You must:
  - A. provide evidence of all the extra costs **You** incurred
  - B. allow reasonable time to arrive at **Your** departure point on time
  - C. for car breakdown/accident provide **Us** with:
    - a written report from the vehicle breakdown service or garage that assisted You during the incident; or
    - ii) reasonable evidence that the vehicle used for travel was roadworthy, properly maintained and broke down at the time of the incident
  - D. for late arrival of **Public Transport** provide **Us** with:
    - reasonable evidence of the published time of arrival and the actual time of arrival.

## What is not covered (Exclusions)

#### 1. Any Claim Due To:

- A. **Public Transport** being taken out of service on the instructions of a Civil Aviation Authority, Port Authority or similar authority;
- B. a strike if it had started or been announced before **You** arranged this insurance or booked **Your Trip**, whichever is the later.
- 2. Any charge or expense paid for with, or settled using, any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any **Claim** for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.
- Accommodation and travel expenses where the additional transport and/or accommodation used is of a standard superior to that of the original Trip.
- 4. Any **Claim Due To You** not allowing sufficient time for the journey.
- 5. Any Claim Due To:
  - You travelling against the advice of the appropriate national or local authority;
  - B. prohibitive regulations by the government of any country.
- 6. Any expenses that:
  - You can recover from anytour operator, airline, hotel or other service provider;
  - You would normally have to pay during Your Trip.
- 7. The Excess

## Section 6 -Curtailment

This Curtailment insurance is agreed as **Loss Insurance**.

#### What is covered

#### We will pay:

- A. unused accommodation costs including excursions pre-booked and paid for before starting **Your Trip**, which **You** have paid or are contracted to pay and which cannot be recovered from any other source; and
- B. reasonable additional travel and accommodation (room only) costs necessarily incurred in **Your** returning to **Your** home in the Czech Republic.

up to the amount shown in the Table of Benefits. An **Insured Event** occurs if it becomes necessary to, **Curtail** a **Trip Due To**:

# 1. You, Your Travelling Companion(s)

- A. dying; or
- B. suffering serious injury; or
- C. suffering sudden or serious illness; or
- D. suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a **Doctor** who specialises in obstetrics); or
- E. being compulsorily quarantined on the orders of a treating **Doctor**; provided that such **Curtailment** is confirmed as medically necessary by
- 2. Your Immediate Family Member or Close Business Colleague or Your Travelling Companion's Immediate Family Member or Close Business Colleague or someone You have arranged to stay with on Your Trip:

the treating Doctor.

- A. dving; or
- B. suffering serious injury; or

- C. suffering sudden or serious illness; or
- suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a **Doctor** who specialises in obstetrics);

provided that such **Curtailment** is confirmed as medically necessary by the treating **Doctor**.

- The police requiring You or Your Travelling Companion's presence following a burglary or attempted burglary at Your or Your Travelling Companion's home
- 4. Serious fire storm or flood damage to Your or Your Travelling Companion's home; provided that such damage occurs after Your Trip commences.

#### What is not covered (Exclusions)

#### 1. Any **Claim Due To**

- A. any pre-existing medical condition affecting any person upon whom Your Trip depends that was diagnosed, treated or required hospital inpatient or outpatient treatment at any time before Your Trip was booked (or commencement of the Period of Insurance if later), and which could result in Your having to Curtail Your Trip;
- B. any adverse financial situation causing You to Curtail
   Your Trip;
- C. You or Your Travelling Companion(s) deciding that You do not want to remain on Your Trip.
- 2. Any loss, charge or expense **Due To**:
  - a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to Curtail a booking;

- B. prohibitive regulations by the government of any country.
- 3. Any charge or expense paid for with, or settled using any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any **Claim** for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.
- Accommodation and travel expenses where the transport and/or accommodation used is of a standard superior to that of the **Trip**.
- 5. The Excess.

## Section 7 – Personal Effects & Baggage

This Personal Effects insurance is agreed as **Loss Insurance**.

#### What is covered

- A. Loss, damage or theft
  An Insured Event occurs if
  Personal Property is Lost,
  damaged or stolen during Your Trip.
  In such case We will pay Repair and
  Replacement Costs up to the
  amount stated in the Table of Benefits.
- B. Delayed Baggage

An Insured Event also occurs if Personal Property is Lost or misplaced for at least 12 hours on Your outbound journey by the airline or other carrier. In such case We will pay up to the amount stated in the Table of Benefits to reimburse You for the cost of essential items of clothing, medication, toiletries and Mobility Aids that You have to purchase.

## **Special Conditions**

- You must take reasonable care to keep Your Personal Property safe. If Your Personal Property is Lost or stolen You must take all reasonable steps to get it back.
- 2. **Valuables** must be attended by **You** at all times when not contained in a locked safe or safety deposit box.
- 3. If **Your Personal Property** is **Lost** or stolen **You** must make every

- reasonable effort to report it to the police (and hotel management if the **Loss** or theft occurs in a hotel) within 24 hours of discovery and **You** must provide **Us** with a copy of the original written police report.
- 4. Loss, theft or damage to Personal Property in the custody of an airline or other carrier must be reported in writing to the airline or other carrier within 24 hours of discovery and We must be provided with a copy of the original written airline or carrier's Property Irregularity report;
- 5. Where **Personal Property** is temporarily **Lost** or misplaced by an airline or other carrier **We** must be provided with original written confirmation from such airline or other carrier or the tour representative that the delay lasted for at least 12 hours after **You** arrived at **Your** destination.
- 6. If You have been paid for emergency purchases of essential items and You then also Claim for Loss, damage or theft of Personal Property resulting from the same item, cause or event, the amount paid to You for emergency purchases will be deducted from the final settlement payment. However, any deduction will not be any more than the amount paid for emergency purchases.

### What is not covered (Exclusions)

- More than the amount stated in the Table of Benefits for:
  - A. a single item, pair or set, or part of a pair or set;
  - B. Valuables in total;
  - C. sports equipment in total
- Loss or theft of Valuables left Unattended unless contained in a locked safe or safety deposit box.
- 3. Loss or theft of any Personal Property (other than Valuables) left Unattended unless:
  - A. contained in
    - i) a locked room; or
    - ii) a locked safe or safety deposit box; or
    - iii) the locked glove box or boot of a vehicle or in the luggage space at the rear of a locked

estate car or hatchback under a top cover and out of view:

and there is evidence of forced entry to the room, safe, safety deposit box or car, or the car has been stolen;

- B. in the custody or control of an airline or other carrier.
- 4. **Loss**, theft or damage to:
  - A. antiques, musical instruments, pictures, household goods, contact or corneal lenses, dentures, or dental fittings, hearing aids, bonds, securities or documents of any kind;
  - B. sports equipment whilst being used, vehicles or their accessories (other than **Mobility Aids**), watercraft and ancillary equipment, glass china or similar fragile items and pedal cycles;
  - business equipment, business goods, samples, business
     Money, tools of trade or any other item used in connection with Your business, trade or occupation;
- Depreciation in value, normal wear and tear, denting or scratching, damage by moth or vermin, electrical, electronic or mechanical breakdown, or damage **Due To** atmospheric or climatic conditions.
- Delay, detention, seizure or confiscation by customs or other officials.
- 7. The **Excess** (not applicable to delayed baggage **Claims**).

## Section 8 – Loss of Passport / Driving Licence

This Loss of Passport/Driving Licence insurance is agreed as **Loss Insurance**.

#### What is covered

An **Insured Event** occurs if **Your** passport and/or driving licence is **Lost**, destroyed or stolen while **You** are on a **Trip Abroad**. In case of an **Insured Event**, **We** will pay up to the amount stated in the Table of Benefits to cover the cost of:

- getting any temporary replacement documents needed to enable You to return to the United Kingdom including any additional travel and accommodation (room only) costs incurred by You or on Your behalf during Your Trip to obtain such documents; and
- the replacement passport or driving licence fee payable, provided that it remained valid for at least 2 years at the date it was Lost, destroyed or stolen.

## **Special Condition**

- You must take reasonable care to keep Your passport and/or driving licence safe. If Your passport and/or driving licence is Lost or stolen You must take all reasonable steps to get it back.
- Your passport and/or driving licence must be attended by You at all times when not contained in a locked safe or safety deposit box.
- 3. If **Your** passport and/or driving licence is **Lost** or stolen **You** must make every reasonable effort to report it to the police (and hotel management if the **Loss** or theft occurs in a hotel) within 24 hours of discovery and **You** must provide **Us** with a copy of the original written police report.

## What is not covered (Exclusions)

- Loss or theft of any passport or driving licence left Unattended unless contained in a locked safe or safety deposit box.
- 2. Delay, detention, seizure or confiscation by customs or other officials.

## Section 9 – Personal Money

This Personal Money insurance is agreed as **Loss Insurance**.

#### What is covered

**We** will pay up to the amount stated in the Table of Benefits if **Money** held by **You** for **Your** own personal use is **Lost** or stolen during a **Trip** whilst:

- 1. being carried by You; or
- 2. left in a locked safe or safety deposit box.

### **Special Condition**

- You must take reasonable care to keep Your Money safe. If Your Money is Lost or stolen You must take all reasonable steps to get it back.
- 2. **Your Money** must be attended by **You** at all times when not contained in a locked safe or safety deposit box.
- 3. If Your Money is Lost or stolen You must make every reasonable effort to report it to the police (and hotel management if the Loss or theft occurs in a hotel) within 24 hours of discovery and You must provide Us with a copy of the original written police report.

#### What is not covered (Exclusions)

- More than the amount stated in the Table of Benefits.
- Loss or theft of Money left
   Unattended unless contained in a
   locked safe or safety deposit box.
- Delay, detention, seizure or confiscation by customs or other officials
- 4. Traveller's cheques:
  - unless the **Loss** or theft is reported immediately to the local branch or agent of the issuing company;
  - B. if the issuing company provides a replacement service.
- Depreciation in value or shortage **Due** To any error or omission.
- 6. The Excess.

## Section 10 – Personal Accident

This Personal Accident insurance is agreed as **Fixed Sum Insurance**.

#### What is covered

An **Insured Event** occurs when **You** suffer an **Accident**. If **You** suffer physical injury caused by an **Accident** during a **Trip** 

which, within 12 months, directly results in  $\mathbf{Your}$ :

- 1. Death: or
- 2. Loss of Sight; or
- 3. Loss of Limb; or
- 4. Permanent Total Disablement.

**We** will pay the appropriate benefit stated in the Table of Benefits.

## **Special Conditions**

**We** will not pay more than one benefit for the same physical injury.

What is not covered (Exclusions)

Death, Loss of Sight, Loss of Limb or Permanent Total Disablement Due To disease or any physical defect, injury or illness which existed before the **Trip**.

## Section 11 – Personal Liability

This Personal Liability insurance is agreed as Loss Insurance.

#### What is covered

We will cover You up to the Limit of Liability stated in the Table of Benefits against all damages which You are legally liable to pay. An Insured Event occurs if You become obliged to pay damages in respect of:

- accidental bodily injury (including death illness or disease) to any person;
- accidental loss of or damage to material property;

which occurs during the **Period of Insurance** arising out of the **Trip**.

The maximum that **We** will pay under this Section for all damages as a result of any one occurrence or series of occurrences arising directly or indirectly from one source or original cause shall be the Limit of Liability stated in the Table of Benefits. **We** will in addition pay **Costs and Expenses**.

## Costs and Expenses shall mean:

 all costs and expenses recoverable by a claimant from You;

- all costs and expenses incurred with Our written consent;
- solicitors' fees for representation at any coroner's inquest or fatal accident inquiry or in any Court of Summary Jurisdiction;

in respect of any occurrence to which this Section applies – except that in respect of occurrences happening in or claims or legal proceedings brought or originating in the United States of America and Canada or any other territory within the jurisdiction of either such country, **Costs and Expenses** described in 1., 2., and 3. above are deemed to be included in the Limit of Liability for this Section.

## **Special Conditions**

- We may at Our sole discretion in respect of any occurrence or occurrences covered by this Section pay to You the Limit of Liability stated in the Table of Benefits applicable to such occurrence or occurrences (but deducting therefrom any sum(s) already paid) or any lesser sum for which the **Claim(s)** arising from such occurrence(s) can be settled and We shall thereafter be under no further liability in respect of such occurrence(s) except for the payment of Costs and Expenses incurred prior to the date of such payment and for which **We** may be responsible hereunder.
- 2. If at the time of the happening of any occurrence covered by this Section there is any other existing insurance whether taken out by You or not covering the same liability We shall not be liable to indemnify You in respect of such liability except so far as concerns any excess beyond the amount which would have been payable under such other insurance had this Section not been effected.

## What is not covered (Exclusions)

Cover for any liability:

- 1. in respect of bodily injury to any person who is:
  - A. under a contract of service with **You** when such injury arises out of and in the course of their employment by **You**;
  - B. a member of **Your** family.

- 2. assumed by **You** under a contract or agreement unless such liability would have attached in the absence of such contract or agreement;
- 3. in respect of loss of or damage to property:
  - A. belonging to **You**;
  - B. in **Your** care custody or control.

However, this Exclusion shall not apply in respect of loss of or damage to buildings and their contents not belonging to but temporarily occupied by **You** in the course of the **Trip**.

- 4. in respect of bodily injury loss or damage caused directly or indirectly in connection with:
  - A. the carrying on of any trade, business or profession;
  - B. the ownership, possession or use of:
    - i) horse-drawn or mechanically propelled vehicles;
    - ii) any aerospatial device or any airborne or waterborne craft or vessel (other than non-mechanically powered waterborne craft not exceeding 10 metres in length whilst used on inland waters) or the loading or unloading of such craft or vessel:
    - iii) firearms (other than sporting guns);
    - iv) arising from the occupation or ownership of anyland or building other than any building temporarily occupied by **You** in the course of a **Trip**.
- 5. in respect of activities or volunteer work organised by or when the individual is assigned overseas by or under the auspices of a charitable voluntary not for profit social or similar organisation except where no other insurance or cover is available.
- 6. in respect of punitive or exemplary damages.
- 7. in respect of the **Excess**.

## Section 12 – Overseas Legal Expenses

This Overseas Legal Expenses insurance is agreed as **Loss Insurance**.

#### What is covered

An **Insured Event** occurs upon violation of legal regulations and/or statutory duties by third parties, as a result of which **You** sustain bodily injury or illness during a **Trip.** If an **Insured Event** occurs, **We** will payup to the amount stated in the Table of Benefits to cover **Legal Expenses** arising out of **Any One Claim**.

## **Special Conditions**

 Legal Representatives must be qualified to practise in the Courts of the country where the event giving rise to the Claim occurred or where the proposed defendant under this Section is resident.

We shall at all times have complete

- control over the legal proceedings. Outside the European Union, the selection, appointment and control of Legal Representatives shall rest with Us. Within the European Union, You do not have to accept the Legal Representatives chosen by Us. You have the right to select and appoint Legal Representatives after legal proceedings have commenced subject to Our agreement to the Legal Representatives' fee or charging rates. If there is a disagreement over this choice of Legal Representatives You can propose Legal Representatives by sending Us the proposed Legal Representatives' name and address. We may choose not to accept Your proposal but only on reasonable grounds. We may ask the ruling body (e.g. a self-governing professional
- 3. You must co-operate fully with the Legal Representatives and ensure that We are fully informed at all times in connection with any Claim or legal proceedings for damages and or

**Representatives** to nominate alternative **Legal Representatives**.

In the meantime, We may appoint

Legal Representatives to protect

association) for Legal

Your interests.

compensation from a third party. We are entitled to obtain from the Legal Representatives any information, document or advice relating to a Claim or legal proceedings under this Insurance. On request You will give to the Legal Representatives any instructions necessary to ensure such access.

- 4. **Our** authorisation to incur **Legal Expenses** will be given if **You** can satisfy **Us** that:
  - A. there are reasonable grounds for pursuing or defending the **Claim** or legal proceedings and the **Legal Expenses** will be proportionate to the value of the **Claim** or legal proceedings; and
  - B. it is reasonable for Legal
    Expenses to be provided in a
    particular case. The decision to
    grant authorisation will take into
    account the opinion of the Legal
    Representatives as well as that
    of Our own advisers. If there is a
    dispute, We may request, at
    Your expense, an opinion of a
    barrister as to the merits of the
    Claim or legal proceedings. If
    the Claim is admitted, Your
    costs in obtaining this opinion
    will be covered by this Policy.
- If there is any dispute, other than in respect of the admissibility of a **Claim** on which Our decision is final, the dispute will be referred to a single arbitrator who will be either a solicitor or barrister agreed by all parties, or failing agreement, one who is nominated by the current President of the appropriate Law Society. The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in Our favour, Your costs shall not be recoverable under the Insurance.
- We may at Our discretion assume control at any time of any Claim or legal proceedings in Your name for damages and/or compensation from a third party.
- 7. **We** may at **Our** discretion offer to settle a counter-claim against **You** which **We** consider to be reasonable instead of continuing any **Claim** or

- legal proceedings for damages and/or compensation by a third party.
- Where settlement has been made to You without legal costs being apportioned, We will determine how much of that settlement should be apportioned to legal costs and expenses and paid to Us.
- 9. If a conflict of interest arises, where We are also the insurers of the third party or proposed defendant to the Claim or legal proceedings, You have the right to select and appoint other Legal Representatives in accordance with the terms of this Insurance.
- 10. If at Your request Legal
  Representatives cease to continue
  acting for You, We shall be entitled to
  withdraw cover immediately or agree
  with You to appoint other Legal
  Representatives in accordance with
  the terms of this Insurance.

#### What is not covered (Exclusions)

- Any Claim reported to Us more than 12 months after the beginning of the incident which led to the Claim.
- 2. Any Claim where it is Our opinion that the prospects for successin achieving a reasonable settlement are insufficient and/or where the laws, practices and/or financial regulations of the country in which the incident occurred would preclude the obtaining of a satisfactory settlement or the costs of doing so would be disproportionate to the value of the Claim.
- 3. **Legal Expenses** incurred before receiving **Our** prior authorisation in writing.
- 4. **Legal Expenses** incurred in connection with any criminal or wilful act on **Your** part.
- 5. **Legal Expenses** incurred in the defence against any civil claim or legal proceedings made or brought against You unless as a counter-claim.
- Fines, penalties compensation or damages imposed by a court or other public authority.
- 7. **Legal Expenses** incurred for any **Claim** or legal proceedings brought against:

- A. a tour operator, travel agent, carrier, insurer or their agents where the subject matter of the **Claim** or related proceedings depends on the assessment by a body competent for out-of-court dispute settlement.;
- B. Us or Our agents; or
- C. Your employer.
- 8. Actions between **Persons Insured** or pursued in order to obtain satisfaction of a judgement or legally binding decision.
- 9. **Legal Expenses** incurred in pursuing any **Claim** for compensation (either individually or as a member of a group or class action) against the manufacturer, distributor or supplier of any drug, medication or medicine.
- 10. **Legal Expenses** chargeable by the **Legal Representatives** under contingency fee arrangements.
- 11. **Legal Expenses** incurred where **You** have:
  - A. failed to co-operate fully with and make sure that **We** are fully informed at all times in connection with any **Claim** or legal proceedings for damages and or compensation from a third party; or
  - B. settled or withdrawn a **Claim** in connection with any **Claim** or legal proceedings for damages and or compensation from a third party without **Our** agreement. In such circumstances **We** shall be entitled to withdraw cover immediately and to recover any fees or expenses paid.
- 12. Legal Expenses incurred after You have not:
  - A. accepted an offer from a third party to settle a **Claim** or legal proceedings where the offer is considered reasonable by **Us**; or
  - B. accepted an offer from **Us** to settle a **Claim**.
- 13. **Legal Expenses** which **We** consider unreasonable or excessive or unreasonably incurred.

## General Exclusions

Exclusions that apply to the whole **Policy**.

We will not pay any Claims which would result in Us being in breach of United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, Czech Republic, or United States of America.

Applicable to US Persons only: **Policy** cover for a **Trip** involving travel to/from/through Cuba will only be effective if the US Person's travel has been authorised by a general or specific licence from OFAC (US Treasury's Office of Foreign Asset Control). For any Claim from a US Person relating to Cuba travel, We will require verification from the US Person of such OFAC licence to be submitted with the Claim. US Persons shall be deemed to include any individual wherever located who is a citizen or ordinarily resident in the United States (including Green Card Holders) as well as any corporation, partnership, association, or other organisation, wherever organised or doing business, that is owned or controlled by such persons.

You should contact Us on +420 296 842 021 for clarification of Policy cover for travel to countries which may be subject to United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, Czech Republic or United States of America.

**We** will not be liable to make any payment under this **Policy** where:

#### 1. Persons Covered

**You** do not meet the criteria detailed under Important Information on page 9 of these Policy Conditions.

#### 2. Children travelling alone

You are a **Child** travelling or booked to travel without an adult **Person Insured** named in the **Certificate of Insurance**.

### 3. Trips not covered

**Your Trip** is described under "Trips Not Covered", on page 9 of these Policy Conditions.

#### 4. any Claim is Due To:

A. Not taking medication or treatment
a Person Insured choosing not to take medication or other

recommended treatment as prescribed or directed by a **Doctor**.

# B. Tropical disease where not vaccinated

a tropical disease where the **Person Insured** has not had the vaccinations or taken the medication recommended by the Czech Republic's National Institute of Public Health or required by the authorities in the country being visited, unless they have written confirmation from a **Doctor** that they should not be vaccinated or take the medication, on medical grounds.

C. Anxiety state or phobia a Person Insured suffering from any travel-related anxiety state, or phobia.

# D. Excluded leisure activities or sports

You taking part in any of the following while on a **Trip**:

- any leisure activities or sports not specifically covered under "Leisure Activities & Sports"
- ii) any leisure activities or sports in a professional capacity or for financial reward or gain
- iii) air travel unless **You** are travelling as a fare paying passenger on a flight which is provided by a licensed airline or air charter company

#### E. Currency

Currency exchange, including but not limited to any loss of value or currency conversion fees.

## F. Illegal Acts

Any illegal act by You.

#### G. Alcohol/drugs

Alcohol You drinking too much alcohol, alcohol abuse or alcohol dependency. We do not expect You to avoid alcohol on Trips, but We will not cover any Claims arising because You have

drunk so much alcohol that

Your judgement is seriously affected and You need to make a Claim as a result (for example any medical report or evidence showing excessive alcohol consumption which in the opinion of a Doctor has caused or contributed to the bodily injury).

#### ii) Drugs

You taking any drugs in contravention of the laws applicable to the country You are travelling to, or having an addiction to or abusing any medications, or being under the influence of any non-prescribed medication which is classified as a legal high in the country You are travelling to.

### H. Suicide/self-injury

- Your suicide, attempted suicide or deliberate selfinflicted injury regardless of the state of Your mental health; or
- ii) Your needless self-exposure to danger or where You have acted in a manner contrary to visible warning signs except in an attempt to save human life.

#### I. Radiation

- i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel; or
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive

nuclear assembly or nuclear component of such assembly.

#### J. Sonic waves

pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.

#### K. War

War or any act of War whether War is declared or not.

#### L. Financial Failure

The financial failure of a tour operator, travel agent, transport provider, accommodation provider, ticketing agent or excursion provider.

#### M. Communicable Disease

Any actual or suspected

Communicable Disease which
results in restrictions impacting

Your Trip being introduced or
made by any travel or
accommodation provider or any
government or governmental
body. This Policy Exclusion
does not apply to Claims for
Medical Expenses and
Repatriation Expenses.

- N. Any expenses which are recoverable (whether successful or not) by an **Insured Person** from:
  - a. any tour operator, travel provider, airline, hotel or other service provider under the terms of any contract or any relevant law or regulation; or
  - b. any compensation scheme.

## Making a Claim

Conditions that apply to the whole **Policy**.

- If You are injured or become ill Abroad and need:
  - A. hospital in patient treatment, specialist treatment, medical tests, scans or to be brought back to the Czech Republic:

    You must contact Chubb
    Assistance immediately on:
    +420 296 842 022.

If You cannot do this yourself,
You must arrange for a personal
representative (for example, a
spouse or parent) to do this for
You. If Chubb Assistance are
not contacted, any expense
incurred by You that would
otherwise not have been incurred
had Chubb Assistance been
contacted will be deducted from
Your Claim

- B. medical treatment other than under A. above You must follow the procedure detailed under condition 2. below. You can make use of the services provided by Chubb Assistance, as appropriate (these are detailed on page 13 of this Policy).
- 2. All other Claims

**You** must notify **Us** immediately by telephone or email as soon as reasonably possible and within 30 days of becoming aware of anything likely to result in a **Claim**.

A personal representative can do this for **You** if **You** cannot.

We can be contacted at:

Email: <u>tap@broadspire.eu</u>
Tel: +420 296 842 021

Reporting Lost, Stolen or Damaged Property

 Lost or stolen Personal Property, Money, passport or driving licence.

**You** must make every reasonable effort to obtain a police report within 24 hours of discovery.

- If Lost or stolen from a hotel, You must make every reasonable effort to notify the hotel management; and
- If the Money You have Lost or had stolen includes travellers cheques, You must make every reasonable effort to notify the local branch or agent of the issuing company; and
- Provide **Us** with a copy of the original written reports.
- Personal Property Lost, stolen or damaged whilst in the custody of an airline or other carrier.

You must notify the airline or other carrier in writing within 24 hours of discovery and provide Us with a copy of the original Property Irregularity Report.

## **Claim Conditions**

#### Other Insurance

If, at the time of an incident which results in a **Claim** under this **Policy**, there is any other insurance covering the same **Loss**, damage, expense or liability, **We** are entitled to approach that insurer for a contribution towards the **Claim**, and will only pay **Our** proportionate share. This condition does not apply to Section 3 – Hospital Benefit or Section 10 - Personal Accident of this **Policy**.

# Recovering Our Claims Payments from Others

We are entitled to take over and carry out in Your name the defence or settlement of any legal action. We may also take proceedings at Our own expense and for Our own benefit, but in Your name, to recover any payment We have made under this Policy to anyone else.

## Complying with Special Conditions

You must comply with the Special Conditions detailed in the relevant Section of this **Policy**.

## Supplying Details & Documents

**You** must supply at **Your** own expense any information, evidence and receipts **We** require including medical certificates signed by a **Doctor**, police reports and other reports.

# Your Duty to Avoid or Minimise a Claim

You and each Person Insured must take ordinary and reasonable care to safeguard against Loss, damage, Accident, injury or illness as though You were not insured. If We believe You have not taken reasonable care of property, the Claim may not be paid. The items insured under this Policy must be maintained in good condition.

#### **Protecting Property**

**You** must take all reasonable steps to protect any item or property from further **Loss** or damage and to recover any **Lost** or stolen article.

#### Sending Us Legal Documents

You must send Us any original writ, summons, legal process or other correspondence received in connection with a Claim immediately when it is received and without answering it.

### Subrogation

We may take action in Your name to recover compensation or security for loss, damage or expenses covered by this insurance. You will not have to pay anything towards this action but We will be entitled to retain some or all of any amount recovered.

## Things You Must Not Do

**You** must not do the following without **Our** written agreement:

- admit liability, or offer or promise to make any payment; or
- sell or otherwise dispose of any item or property for which a **Claim** is being made

### Recognising Our Rights

You and each Person Insured must recognise Our right to:

- choose either to pay the amount of a
   Claim (less any Excess and up to any
   Policylimit) or repair, replace or
   reinstate any item or property that is
   damaged, Lost or stolen;
- 2. inspect and take possession of any item or property for which a **Claim** is being made and handle any salvage in a reasonable manner;
- 3. take over and deal with the defence or settlement of any Claim in Your name and if a settlement is made without costs being awarded, determine what proportion of those costs should be paid for costs & expenses and paid to Us;
- 4. settle all **Claims** in Czech koruna;
- 5. be reimbursed within 30 days for any costs or expenses that are not insured under this **Policy**, which **We** pay to **You** or on **Your** behalf;
- 6. be supplied at **Your** expense with appropriate original medical

certificates where required before paying a **Claim**;

 request and carry out a medical examination and insist on a postmortem examination, if the law allows Us to ask for one, at Our expense.

## Fraudulent Claims

We will not pay dishonest Claims. If You make a dishonest Claim, We may cancel Your cover.

## **Paying Claims**

#### 1. Death

- A. If You are 18 years old or over,
  We will pay the Claim to Your
  estate and the receipt given to Us
  by Your personal representative
  (in most cases, the executor
  appointed under Your will) shall
  be a full discharge of all liability
  by Us in respect of the Claim.
- B. If You are aged under 18 years and covered under this Policy as the Partner of a Person Insured, We will pay any Claim for Accidental death to Your Partner. In all other circumstances We will pay any Claim for Accidental death to Your Parent or Legal Guardian. Your Partner's or Parent or Legal Guardian's receipt shall be a full discharge of all liability by Us in respect of the Claim.

## 2. All other Claims

- A. If **You** are 18 years or over, **We** will pay the **Claim** to **You** and **Your** receipt shall be a full discharge of all liability by **Us** in respect of the **Claim**.
- B. If You are aged under 18 years and covered under this Policy as the Partner of a Person
  Insured, We will pay the Claim to Your Partner for Your benefit. In all other circumstances we will pay the appropriate benefit amount to Your Parent or Legal Guardian for Your benefit.
  Your Partner's or Parent or Legal Guardian's receipt shall

be a full discharge of all liability by **Us** in respect of the **Claim**.

## General Conditions

Conditions that apply to the whole **Policy**.

#### Contract

These Policy Conditions, the **Certificate of Insurance** and any information provided in **Your** application will be read together as one contract.

#### Choice of Law

This **Policy** shall be governed by and interpreted in accordance with the laws of the Czech Republic and the Czech Courts alone shall have jurisdiction in any dispute. All communication in connection with this **Policy** shall be in English.

## Compliance with Policy Requirements

You (and where relevant Your representatives), shall comply with all applicable terms and conditions specified in this Policy. If You do not comply, We will only pay that part of any Claim that We would have had to pay if You had complied in full.

#### **Changing Your Policy**

- If You want to change Your Policy
   If any of the information You have given Us changes You must telephone (and confirm in writing if We request You to do so), email or write to Us.
- 2. If **We** want to change **Your Policy We** reserve the right to make changes or add to these **Policy** terms for legal or regulatory reasons and/or to reflect new industry guidance and codes of practice. If this happens **We** will write to **You** with details at least 30 days before **We** make any changes. **You** will then have the option to continue with or to cancel the **Policy**.

Any change made to **Your Policy** will begin on the date that the **Certificate of Insurance** is issued to **You** by **Us**.

If **We** change **Your Policy** and as a result of those changes **You** wish to cancel **Your Policy**, **We** will send **You** a pro-rata refund unless **You** have made a **Claim** under this **Policy** in which case no refund will be made.

## Cancelling Your Policy

- If, for any reason, You are not satisfied with this Policy, You may, within 14 days of receiving Your Policy and Certificate of Insurance contact Us and we will cancel it. If this happens the Policy will have provided no cover and We will refund any premiums You have paid, providing You have not already travelled and no Claim(s) have been reported or paid.
- 2. After 14 days **You** may cancel **Your** policy, but **We** will not pay **You** a refund of any premium **You** have paid.

Our contact details are:

Email: <u>tap@broadspire.eu</u>
Tel: +420 296 842 021

 If We want to cancel Your Policy We may do so pursuant to Act no. 89/2012 Coll. Civil Code as amended.

#### Other taxes or costs

**We** are required to notify **You** that other taxes or costs may exist which are not imposed or charged by **Us**.

# Misrepresentation and Non-Disclosure

You must take reasonable care to ensure that all of the information provided to **Us** in the application process, in the "Declaration", by correspondence, over the telephone, on claim forms and in other documents is true, complete and accurate. Please note that providing incomplete, false or misleading information could affect the validity of this Policy and may mean that all or part of a **Claim** may not be paid. **You** acknowledge that We have offered the **Policy** and calculated the premium using the information which We have asked for and You have provided, and that any change to the responses provided may result in a change in the terms and conditions of the Policy and/or a change in the premium.

#### Interest

No sum payable by **Us** under this **Policy** shall carry interest unless payment has been unreasonably delayed by **Us** following receipt of all the required certificates, information and evidence necessary to support the **Claim**. Where interest becomes

payable by **Us**, it will be calculated only from the date of final receipt of such certificates, information or evidence.

## **Bank Charges**

**We** shall not be liable for any charges applied by **Your** bank for any transactions made in relation to a **Claim**.

## Complaints procedures

We are dedicated to providing a high quality service and want to maintain this at all times. If **You** are not satisfied with this service, please contact **Us**, quoting **Your Policy** details, so **We** can deal with the complaint as soon as possible.

If **You** have a complaint about the sale of **Your Policy**, the customer service **You** have received or the way **Your Claim** has been handled please contact:

Tel: +420 296 842 021 Email: <u>tap@broadspire.eu</u>

Unless the dispute is settled between **You** and **Us** directly, **You** (as consumer) are entitled to apply for out-of-court settlement of the dispute with the Czech Trade Inspection Authority (ČOI), within 12 months of claiming the disputed right with **Us** for the first time.

See contact details below:

Česká obchodní inspekce (Czech Trade Inspection Authority) Ústřední inspektorát – oddělení ADR (Central Inspectorate – ADR Department) Štěpánská 15 120 00 Praha 2 Email: adr@coi.cz www.adr.coi.cz

## European Online Dispute Resolution Platform

If **You** arranged **Your Policy** with **Us** online or through other electronic means, and have been unable to contact **Us** either directly or through the Czech Trade Inspection Authority, **You** may wish to register **Your** complaint through the European Online Dispute Resolution platform:

http://ec.europa.eu/consumers/odr/.

**Your** complaint will then be re-directed to the Czech Trade Inspection Authority and to

**Us** to resolve. There may be a short delay before **We** receive it.

## **Supervisory Authorities**

Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre and the following registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France, Chubb European Group SE has fully paid share capital of €896,176,662. Chubb European Group SE is entitled to perform business activity and regulated by the Autorité de contrôle prudentiel et de résolution (ACPR) 4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09. Regulatory body for the performance of the insurance business activity in the Czech Republic is the Czech National Bank.

For more information on the licence of Chubb European Group SE to operate insurance business visit <a href="https://www.cnb.cz">www.cnb.cz</a>.

## **General Definitions**

The following words and phrases below will always have the following meanings wherever they appear in the Policy Conditions and **Certificate of Insurance** in bold type and starting with a capital letter.

#### **Abroad**

Outside the Czech Republic.

#### Accident, Accidental

A sudden identifiable violent external event that happens by chance and which could not be expected; or unavoidable exposure to severe weather.

#### **Adverse Weather**

Weather of such severity that the police (or appropriate authority) warn by means of public communications network (including but not limited to television or radio) that it is unsafe for individuals to attempt to travel via the route originally planned by **You**.

#### **Age Limit**

64 years old (inclusive) and under at the date of taking out the **Policy**.

## **Any One Claim**

All **Claims** or legal proceedings including any appeal against judgment consequent upon the same original cause, event or circumstance.

#### **Certificate of Insurance**

A document confirming that a **Policy** was taken out, containing essential elements required by law in insurance policies. The Certificate of Insurance serves as confirmation that an insurance policy was made.

#### Child, Children

A person under 18 years of age at the time the **Policy** is purchased.

#### Chubb

Chubb European Group SE

#### **Chubb Assistance**

- The telephone advice, information and counselling services; and/or
- 2. the travel assistance and emergency medical and repatriation services; arranged by **Chubb**.

#### Claim, Claims

Single loss or a series of losses **Due To** one cause covered by this **Policy**.

### **Close Business Colleague**

Someone who **You** work with in the Czech Republic and who has to be in work in order for **You** to be able to go on or continue a **Trip**.

#### Communicable Disease

Means an illness or disease that may be transmitted directly or indirectly by one person to another due to a virus, bacteria or other microorganism.

#### Cruise

A sea or river voyage of more than 3 days in total duration, where transportation and accommodation is primarily on an ocean or river going passenger ship.

#### Curtail, Curtailed, Curtailment

Cut short/cutting short Your Trip.

#### Doctor

A doctor or specialist, registered or licensed to practise medicine under the laws of the country in which they practise who is neither:

- a Person Insured; or
- a relative of the Person Insured making the Claim,

unless approved by Us.

#### Due To

Directly or indirectly caused by, arising or resulting from, or in connection with.

## Europe

Albania, Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Channel Islands, Croatia, Denmark, Eire, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Mediterranean Islands (including Majorca, Menorca, Ibiza; Corsica; Sardinia; Sicily; Malta, Gozo; Crete, Rhodes and other Greek Islands; Cyprus), Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation (West of Urals), Serbia and Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, United Kingdom.

#### Excess

The first amount stated in the Table of Benefits of any **Claim** which each **Person Insured** must pay for each Section of the **Policy** that is claimed under.

#### **Fixed Sum Insurance**

Insurance the purpose of which is to provide a fixed sum, i.e. an agreed financial sum as a result of an **Insured Event** where the amount payable is independent of the occurrence or extent of the damage.

#### **Immediate Family Member**

Your Partner or fiancé(e) or the grandchild, child, brother, sister, parent, grandparent, step-brother, stepsister, stepparent, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, nephew, niece, of You or Your Partner, or anyone noted as next of kin on any legal document, all of whom must be resident in the Czech Republic, and not any Person Insured.

#### **Insured Adult**

A person named in the **Certificate of Insurance** between the ages of 18 and 64 (inclusive).

#### **Insured Event**

An Insured Event is an **Accidental** event covered by insurance.

## **Legal Expenses**

- 1. Fees, expenses, costs/expenses of expert witnesses and other disbursements reasonably incurred by the Legal Representatives in pursuing a Claim or legal proceedings for damages and/or compensation against a third party who has caused any Persons Insured Accidental bodily injury or illness or in appealing or resisting an appeal against the judgment of a Court, tribunal or arbitrator.
- Costs for which You are legally liable following an award of costs by any court or tribunal or an out of Court settlement made in connection with any Claim or legal proceedings.

#### **Legal Representatives**

The solicitor, firm of solicitors, lawyer, advocate or other appropriately qualified person, firm or company appointed to act on **Your** behalf.

#### Loss, Lost, Losses

**Your Personal Property, Money**, , passport and/or driving licence that are covered under this **Policy**:

- have been accidentally or unintentionally left in a location and they have then disappeared; or
- 2. are in a known location, but **You** are not reasonably able to retrieve them; or
- 3. have disappeared and **You** are not sure how it has happened

#### **Loss of Limb**

Amputation or total and permanentloss of use of one or more hands at or above the wrist or of one or more feet above the ankle (talo-tibial joint).

## **Loss of Sight**

. In both eyes:

Permanent blindness, which based on medical evidence **You** will never recover from, and which has been confirmed by a **Doctor** appointed or accepted by **Us**.

2. In one eye:

Permanent blindness, which based on medical evidence **You** will never recover from, in an eye to the degree that, after correction using spectacles, lenses or surgery, objects that should be clear from 60 feet away can only be seen from 3 feet away or less.

#### Loss Insurance

Insurance the purpose of which is to reimburse damages incurred as a result of an **Insured Event**.

## **Mobility Aid, Mobility Aids**

Any crutch, walking stick, walking frame, wheeled walking frame, walking trolley, evacuation chair, wheelchair, powered wheelchair or mobility scooter constructed specifically to aid persons suffering from restricted mobility but excluding any golf buggy or golf trolley.

#### Money

Coins, banknotes, traveller's cheques, postal or money orders, travel tickets, pre-paid vouchers, non-refundable pre-paid entry tickets and debit, credit, payment, prepayment and/or charge cards.

#### One way Trip (outward flight only):

Is a **Trip** that commences upon leaving your home and ends 3 hours after leaving

passport control at your destination, including any stopovers on your **Trip** to your destination of up to 24 hours.

#### Parent or Legal Guardian

A person with parental responsibility, or a legal guardian, both being in accordance with the relevant family law regulations.

#### Partner

**Your** spouse or civil partner (registered pursuant to the Registered Partnership Act) or someone of either sex with whom **You** have been living for at least three months as though they were **Your** spouse or civil partner.

#### Period of Insurance

Period of cover commencing at 00.01 or any later time the **Certificate of Insurance** is issued and ending on the date shown on **Your Certificate of Insurance**.

#### **Permanent Disability**

Any form of functional disability which has lasted for at least 12 months and from which, based on medical evidence, **You** will never recover.

#### **Permanent Total Disablement**

- If You were in gainful employment at the date of the Accident:
  - A **Permanent Disability** which stops **You** from carrying out gainful employment for which **You** are fitted by way of training, education or experience; or
- 2. If **You** were not in gainful employment at the date of the **Accident**:

A form of **Permanent Disability** calculated on a medical assessment by **Us** or an independent medical expert appointed by **Us**, which results in **Your** inability to perform, without assistance from another person, at least 2 of the following activities of daily living:

- eating;
- getting in and out of bed;
- dressing and undressing;
- toileting; or
- walking 200 metres on level ground

#### **Personal Property**

- Any suitcase, trunk or container of a similar kind and its contents;
- 2. any Mobility Aid;

- 3. Valuables,
- 4. any other article worn or carried by **You**; that is not otherwise excluded and which is either owned by **You** or for which you are legally responsible.

#### **Public Transport**

Any air, land or water vehicle operated under licence for the transportation of fare-paying passengers and which runs to a scheduled published timetable.

## **Repair and Replacement Costs**

The cost of repairing partially damaged property, or, if property is totally **Lost** or destroyed or uneconomical to repair, the cost of replacing property as new less a deduction for wear, tear or depreciation. (Note: **We** will pay a reasonable proportion of the total value of a set or pair to repair or replace an item that is part of a set or pair).

# Round Trip (outward and return flight):

Is a **Trip** that commences upon leaving your home including any stopovers on your outward **Trip** to your destination and return **Trip** home of up to 24 hours, and ends upon your return to your place of residence subject to a maximum duration of 30 days.

#### Travelling Companion(s)

Someone **You** have arranged to go on a **Trip** with and who it would be unreasonable to expect **You** to travel or continue **Your Trip** without.

#### Trip

A journey **Abroad** involving pre-booked travel or accommodation

## Unattended

Where **You** are not in full view of or in a position to prevent unauthorised taking or interference with **Your Personal Property** or vehicle.

#### Valuables

Cameras and other photographic equipment, telescopes and binoculars, audio/video equipment (including radios, iPods, mp3and mp4 players, camcorders, DVD, video, televisions, and other similar audio and video equipment), mobile phones, satellite navigation equipment, computers and computer equipment (including PDAs, personal organisers, laptops, notebooks, netbooks, iPads, tablets and the like), computer games equipment (including consoles, games and peripherals)

jewellery, watches, furs, precious and semiprecious stones and articles made of or containing gold, silver or other precious metals.

#### War

Armed conflict between nations, invasion, act of foreign enemy, civil war or taking power by organised or military force.

### We, Us, Our, Ourselves

Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre and the following registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital of €896,176,662. Chubb European Group SE operates its activities in the Czech Republic through its Czech branch Chubb European Group SE, organizační složka, with its registered office at Pobřežní 620/3, 186 00, Prague 8, ID No. 278 93 723, registered in the Commercial Register kept by the Municipal Court in Prague, Section A, insert 57233

#### Winter Sports

Bigfoot skiing, bobsleighing, cross-country skiing, glacier skiing, heli-skiing, kite

snowboarding, langlauf, luging, monoskiing, skidooing, skiing, ski acrobatics, ski flying, ski jumping, ski racing, ski touring, sledging, snow blading, snowboarding, snowmobiling, speed skating, tobogganing.

#### You, Your, Person(s) Insured

All persons named in the **Certificate of Insurance** within the **Age Limit** being resident in the Czech Republic. Each person is separately insured with the exception of any **Child** unless travelling with an **Insured Adult**.

## **Data Protection**

**We** use personal information which **You** supply to **Us** in order to write and administer this Policy, including any claims arising from it.

This information will include basic contact details such as **Your** name, address, and policy number, but may also include more detailed information about **You** (for example, **Your** age, health, details of assets, claims history) where this is relevant to the risk **We** are insuring, services **We** are providing or to a claim **You** are reporting.

We are part of a global group, and Your personal information may be shared with Our group companies in other countries as required to provide coverage under Your policy or to store Your information. We also use a number of trusted service providers, who will also have access to Your personal information subject to Our instructions and control.

**You** have a number of rights in relation to **Your** personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how **We** use **Your** personal information. For more information, **We** strongly recommend **You** read **Our** user-friendly Master Privacy Policy, available here: <a href="https://www.chubb.com/cz-cz/privacy.aspx">https://www.chubb.com/cz-cz/privacy.aspx</a>. **You** can ask **Us** for a paper copy of the Privacy Policy at any time, by contacting **Us** at dataprotection of fice.europe@chubb.com.

#### **Contact Us**

Chubb European Group SE, organizační složka IBC, Pobřežní 620/3 186 00, Praha 8 Česká republika www.chubb.com/cz

### About Chubb

Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients.

The company is distinguished by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength, underwriting excellence, superior claims handling expertise and local operations globally.

The insurance companies of Chubb serve multinational corporations, midsize and small businesses with property and casualty insurance and services; affluent and high net protect; individuals purchasing life, personal accident, supplemental health, home and car insurance and other specialty insurance coverage; companies and affinity groups providing or offering accident and health insurance programmes and life insurance to their employees or members; and insurers managing exposures with reinsurance coverage. Chubb's core operating insurance companies Standard & Poor's and A++ from A.M. Best. Chubb's parent company is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index.

## Chubb. Insured.<sup>™</sup>

Chubb European Group SE, organizační složka, with its registered office at Praha 8, Pobřežní 620/3, ZIP 186 00, Czech Republic, ID no. 27893723, registered in the Commercial Register kept by the Municipal Court in Prague, Part A, Entry 57233, the Czech branch of Chubb European Group SE, an undertaking governed by the provisions of the French insurance code with reg. No. 450 327 374 RCS Nanterre and the following registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital of C896,176,662. In France, Chubb European Group SE is entitled to perform business activity and regulated by the Autorité de contrôle prudentiel et de résolut ion (ACPR) 4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09. Regulatory body for the performance of the insurance business activity in the Czech Republic is the Czech National Bank; such regulation may differ from the French legislation .