

INSURANCE TERMS AND CONDITIONS

FOREIGNERS' COMPREHENSIVE MEDICAL INSURANCE EXCLUSIVE KZPCE 1/21

effective as of 1 July 2021



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SECTION A
JOINT PROVISIONS

Art. 1

Introductory provisions

1. The rights and responsibilities of parties to this **Foreigners' Comprehensive Medical Insurance PLUS** (hereinafter in this section also merely as "Insurance") is governed by the laws of the Czech Republic, particularly by Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the "Code"), these Insurance terms and conditions, the provisions contained in the insurance policy and its annexes and in other documents which make up an integral part thereof.
2. Arrangements in the insurance policy that deviate from the Code or these Insurance terms and conditions shall prevail.
3. The contracting parties are on the one hand the Policyholder and on the other the Insurer

Art. 2

Definition of Terms

The following definitions of terms shall apply for the purposes of this insurance:

1. **Acute Healthcare** is care designed to prevent a serious deterioration in the state of health or to reduce the risk of a serious deterioration in the state of health so that the facts necessary for determining or changing the individual treatment process are ascertained in time or so that the Insured Person does not get into a state that would endanger him or his surroundings.
2. **Without undue delay** is a very short period, up to a maximum ranging in days, which means urgent, immediate, imminent, or direct action leading to the fulfil of an obligation or to the execution of a legal act or other manifestation of will, given that the period of its duration will depend on the circumstances of the individual case.
3. **The Qualifying Period** is the period in which the Insurer has no obligation to provide Insurance Benefits for events which would otherwise be Insured Events. The Qualifying Period is counted from the start of the agreed Term of Insurance.
4. **The Duration of the Insurance** is the actual period of time within the agreed Term of Insurance for which the personal Insurance was in effect.
5. **Hospitalisation** is understood to mean the state of the Insured Person caused by an Insured Peril, when he/she is provided with the necessary hospital diagnosis and curative care connected with his/her stay in bed.
6. **Chronic Illness** is a long-standing and developing illness (including post-traumatic states) that existed prior to the commencement of the insurance and was in a stable state during the previous 6 months and did not call for hospitalisation or a deteriorate or a change in the treatment procedures or medicine.
7. **One Insured Event** is an Insured Event arising from the Insurance of one person and from one and the same cause, at the same place and the same time, comprising all the facts and their consequences, amongst which there is a causal, territorial, chronological or other direct connection.
8. A **Single Premium** is a premium determined for the entire period for which the Insurance has been agreed.
9. **Comprehensive Healthcare Services** is understood to mean medical services provided to the Insured Person in Contractual Healthcare Facilities of the Insurer without direct reimbursement of the treatment costs in order to maintain his/her state of health from the time prior to the conclusion of the insurance policy. Comprehensive Healthcare Services include outpatient as well as inpatient healthcare services, including diagnostic, preventative and dispensary services, as well as emergency and rescue services, provision of medicines and transport of patients, eventual repatriation of the Insured Person or transportation of his/her remains. The insurance also includes healthcare services related to the pregnancy of an insured mother and the birth of her child.
10. **Period** given in days is always understood to be the number of calendar days.
11. A **Random Event** is an event that is possible and in respect of which it is uncertain whether it will even occur within the Duration of the Insurance, or the time of its occurrence is unknown.
12. A **Sudden Illness** is such a sudden and unexpected health disorder that directly threatens the health or the life of the Insured Person, independent of his own will, and which requires acute and urgent healthcare.
13. **Illness**, for the purpose of this Insurance, is the medically documented onset of the illness, the given that the is, for the purposes of this Insurance, a state which threatens the health or the life of the Insured Person and requires the provision of medical care.
14. **Urgent Healthcare** is care, the purpose of which is to prevent or reduce the occurrence of sudden conditions that are imminently life threatening or could lead to sudden death or serious endangerment to health, or cause sudden or intensive pain or sudden changes in the patient's behaviour, who endangers himself or his surroundings.
15. A **Newborn Baby** is understood for the purpose of this Insurance to be a child from the time of his/her birth to the end of the 3rd month of this child's age.
16. A **Beneficiary** is a party with a right to an Insurance Benefit as a result of an Insured Event.
17. An **Insurance Certificate** is a written confirmation that an insurance policy has been concluded, which the insurer issues to the Policyholder.
18. The **Term of Insurance** is the period for which the personal Insurance was agreed.

19. An **Insured Event** is an accidental state of affairs brought about by the Insured Peril, associated with the establishment of an obligation on the part of the Insurer to provide an Insurance Benefit.
20. An **Insured Peril** is the possible cause of an Insured Event (the "cause").
21. An **Insurance Risk** is a measure of the probability of the occurrence of the Insured Event caused by an Insured Peril.
22. The **Policyholder** is the party which has concluded the insurance policy with the Insurer.
23. The **Insurer** is a legal entity entitled to carry on insurance activity according to special legislation.
24. The **Insured Person** is a person in respect to whose life or health the insurance relates.
25. **Postnatal Care** for a Newborn Baby is healthcare for a Newborn immediately following upon its birth and without interruption to the continuity of hospitalisation.
26. A **professional athlete** is a person who has concluded a professional contract with a sports club or other entity in this field and/or engages in sporting activity for remuneration, which is this person's main or predominant income, and/or engages in sporting activity for a duration of at least 20 hours per week (including weekend), including training.
27. A **professional sporting activity** is a sporting activity carried out by a person who is a professional athlete as defined in this Article.
28. The **Insured Person's Card** comprises written confirmation of the establishment and continuation of the medical insurance, which the Insurer issues always with the duration being limited to a period for which the premium was paid, unless agreed otherwise in the insurance policy. The card serves the Insured Person for exercising the right to Insurance Benefit.
29. **Contractual Healthcare Service Provider (Contractual Healthcare Facility)** is such a Healthcare Service Provider with which the Insurer has concluded a contract for these purposes.
30. A **Loss Event** is an event resulting in damage which may constitute grounds for the establishment of a right to an Insurance Benefit.
31. **Loss Insurance** is insurance the purpose of which is to provide compensation for a loss arising from an Insured Event.
32. **Damage** refers to reasonable costs demonstrably spent on healthcare services provided to the Insured Person at the Place of Insurance.
33. A **Party to the Insurance** is the Insurer and the Policyholder, as the contracting parties, as well as the Insured Person and every other person to whom a right or obligation arose under the private insurance.
34. An **Accident** is understood, for the purpose of this Insurance, to be the unexpected and sudden action of external forces or one's own strength independent of the insured person's will, which occurs during the Duration of the Insurance and results in damage to the insured person's health or his/her death, including work Accidents. An Accident is deemed to occur the moment that the external forces or influences damaging the health or causing the death of the insured person came to bear.
Damage to the health of an Insured Person caused by:
 - a) localised festering following invasion of pathogens into an open wound caused by an Accident,
 - b) tetanus or rabies infection in the course of an Accident, diagnostic, therapeutic and preventive interventions carried out to treat the consequences of an Accident,
 - c) unexpected and uninterrupted exposure to high or low outdoor temperatures, gases, vapours, electric current (including lightning), radiation, toxic substances and poisons ((with the exception of microbial poisons and immunotoxic substances),
 - d) drowning and death by drowning,
 - e) bite, sting, or stabbing by an insect
 is also considered to be an Accident.
35. **Multiple Insurance** arises when two or more private insurance policies relate to the same insurance peril covered for the same period, if the sum of the Insurance Benefit limits exceeds the actual amount of the damage caused.
36. An **Interested Party** is a party interested in concluding an insurance policy with the Insurer.
37. A **Healthcare Service Provider (healthcare facility)** is a registered facility providing outpatient, or outpatient and inpatient, diagnostic and medical care, which may also include necessary preventive measures (hospitals, outpatient doctors). A Healthcare Service Provider may be a natural person or a legal entity.

Art. 3

Extent and Place of Insurance

1. The extent of the agreed Insurance is determined by the Insurance terms and conditions and electable parameters stipulated in the insurance policy. These parameters are elected by the Policyholder upon concluding the insurance policy based on knowledge of the insurable interest of the Insured Persons.
2. The Policyholder shall choose which types of insurance cover shall be arranged for which persons and, if applicable, their type, any supplementary insurance, period insured, and the upper limit of the Insurance Benefit.
3. Insurance is effective only at the agreed Place of Insurance, which is stipulated for individual types of Insurance in the other sections of these Insurance terms and conditions.

Art. 4

Extent and Due Payment of the Insurance Benefit

1. The amount and extent of the Insurance Benefit is determined by the Insurer in accordance with the Insurance terms and conditions.
2. The payment of an Insurance Benefit is conditional on the occurrence of an Insured Event and the meeting of all the conditions and obligations ensuing from the insurance policy and parts thereof, namely the payment of the premium.
3. Unless otherwise agreed by the contracting parties, the Insurance Benefit shall be payable in the currency of the Czech Republic and its territory and the Insurer shall pay it to the Beneficiary by transfer to this person's bank account or by postal order to his name and address.
4. If the Insured Person was entitled to receive the Insurance Benefit, that he/she did not receive whilst alive, this unpaid Insurance Benefit shall become the subject of inheritance proceedings.
5. In cases of the conversion of a foreign currency, the Insurer shall use the exchange rate of the Czech National Bank valid at the time the Insured Event occurred.
6. An Insurance Benefit is payable within 15 days from the end of investigations of the notified event, with which the claim for the Insurance Benefit is connected. The investigations conclude upon their reporting of its results to the person who exercised the claim to the Insurance Benefit.
7. If it is not possible to conclude the investigations necessary to ascertain the Insured Event, the extent of the Insurance Benefit or to ascertain the person entitled to receive the Insurance Benefit within three months of the notification date, the Insurer shall inform the notifier why the investigations cannot be concluded; if requested by the notifier, the Insurer shall inform the notifier of the reasons in writing. The Insurer shall provide the person who exercised the claim to the Insurance Benefit with an appropriate advance on the Insurance Benefit on the basis of this person's request; this shall not apply if there are reasonable grounds to deny the provision of such an advance.
8. The Insurer is entitled to reduce the Insurance Benefit:
 - a) as a consequence of the compensation which the Beneficiary has already received in another manner,
 - b) if a lower premium was agreed as a consequence of a breach of a duty of the Policyholder or the Insured Person when negotiating the conclusion of the policy or its amendment, the Insurer shall be entitled to reduce the Insurance Benefit by an amount equal to the ratio of the premium it received to the premium it ought to have received,
 - c) if the breach of the duty of the Policyholder, Insured Person or another party entitled to the Insurance Benefit had a material effect on the occurrence of the Insured Event, its course, on increasing the extent of its consequences or on ascertaining or determining the amount of the Insurance Benefit, the Insurer shall be entitled to reduce the Insurance Benefit proportionally to the effect that this breach had on the extent of the Insurer's duty to render benefits,
 - d) in the event of the thwarting of the passing of the right to the Insurer pursuant to Article 18,
 - e) if it paid the Insurance Benefit in the unreduced amount and has subsequently acquired a claim to reduce the Insurance Benefit. The Insurer is entitled to exercise a claim to the difference between the paid-out and the reduced Insured Benefit from the person in whose favour it was paid.
 - f) if the Policyholder or the Insured Person fails to supply the insurer with the required medical documentation.
9. If the Policyholder or the Insured Person breaches any of the obligations set forth in these Insurance terms and conditions, the Insurer may reduce the Insurance Benefit with respect to the seriousness and nature of the breach of this obligation.
10. The Insurer may refuse to pay the Insurance Benefit if the Insured Event was caused by a fact
 - a) of which it learned only after the occurrence of the Insured Event,
 - b) which it was unable to ascertain during the conclusion of the policy or its amendment as a consequence of the culpable breach of the obligation stipulated in paragraph 1 or 2 of Article 14 of this section,
 - c) the awareness of which at the time of the conclusion of the insurance policy would result in it not concluding it or concluding it under different terms and conditions.
11. The Insurance Benefit is limited to insurance benefit limits. The insurance benefit limits for individual types of Insurance are stipulated in the insurance policy.
12. A more detailed extent and manner of the Insurance Benefit for individual types of Insurance is stipulated in the other sections of these Insurance terms and conditions.

Art. 5

Insurable Interest

1. Insurable interest is a legitimate need for protection from the consequences of the Insured Event.
2. The Policyholder has an insurable interest in his own life and health. It is understood that the Policyholder also has an insurable interest in the life and health of another person, if he/she demonstrates an interest conditional on his relationship to this person, whether resulting from a family relationship or being

conditional on the benefit or advantage he/she gains from a continuation of this person's life or preservation of this person's health.

3. If the Insured Person consented to the Insurance it is understood that the Policyholder's insurable interest was demonstrated.
4. The insurance policy shall be invalid if the Interested Party did not have an insurable interest and the Insurer knew or ought to have known this when concluding the insurance policy.
5. The insurance policy shall be invalid if the Policyholder has knowingly insured a non-existent insurable interest, but the Insurer did not or could not have known this; however, the Insurer shall be entitled to remuneration corresponding to the premiums until the time it learned of the insurance policy being invalid.
6. The insurable interest does not terminate upon the absence of Insured Person at the Place of Insurance, the taking up of similar private insurance or for reason of plain disinterest.
7. The termination of the insurable interest must always be proven to the Insurer.

Art. 6

Group Insurance

1. Group Insurance is Insurance pertaining to a group of Insured Persons, as further defined in the insurance policy, whose identity need not be known at the time of the insurance policy being concluded.
2. If the Insurance applies to members of a certain group, the insurance policy need not specify the names of the Insured Persons, on the condition that the Insured Persons can be identified beyond doubt at least at the time of the Insured Event.
3. In the case of group insurance, a breach of the duty to give truthful and complete answers to the Insurer's questions only impacts the Insurance of those persons to whom a breach of this duty applies.

Art. 7

Conclusion of the Insurance Policy

1. The insurance policy is concluded upon acceptance of the Insurer's Insurance offer. The offer is accepted upon its signing by the contracting parties, unless another manner of acceptance is expressly stated therein. If the Policyholder accepted the offer by the timely payment of the premium, it shall be deemed that the written form of the insurance policy has been duly observed.
2. The insurance policy is concluded for a definite time period.
3. An integral part of the insurance policy, apart from the Insurance terms and conditions, are also all agreements, supplements and annexes to the insurance policy and all documents defining the terms and conditions of the establishment, duration, alteration and expiration of the Insurance (e.g. applications, questionnaires, reports, medical examinations and checks, notices, records of the course of concluding the Insurance, the Insurer's information for the Interested Party on the conclusion of the insurance policy).

Art. 8

Commencement and Duration of the Insurance. Term of Insurance

1. The Insurance is concluded for a fixed Term of Insurance from the commencement of the Term of Insurance to the end of the Term of Insurance. The Term of Insurance is agreed in the insurance policy.
2. The Insurance commences at 0:00 hours on the day agreed as the commencement of the Term of Insurance, but no earlier than on the day following the day on which Insurance premium is paid, unless agreed otherwise in the insurance policy.
3. The Insurance lasts from its commencement until the actual expiration of the Insurance.
4. The Insurance cannot be suspended for reason of the non-payment of the premium.

Art. 9

Amendments to and Termination of the Insurance Policy. Expiry of the Insurance

1. All amendments to the insurance policy are made in writing upon the mutual agreement of the contracting parties.
2. The personal Insurance expires upon the lapsing of the Term of Insurance, i.e. at 24:00 hours on the day agreed as the date of the termination of the Term of Insurance.
3. The personal Insurance expires upon the termination of the insurable interest, on the date when the Insured Person dies, on the date that the legal entity is wound up without a legal successor or on the date when the Insurer's notification of the refusal to pay the Insurance Benefit is received.
4. The termination of the insurable interest terminates all of the insured person's insurance in the following cases:
 - a) rejection of a visa application by the Department of Asylum and Migration Policy of the Ministry of the Interior of the Czech Republic,
 - b) expiration of a visa's validity on the territory of the Czech Republic.
5. The termination of the insurance by the termination of the insurable interest does not occur at the end of the stay of the insured person in the Czech Republic, if this person still has a valid visa after the end of his or her stay.
6. All personal insurance expires as at the date of the Insurer receiving notification by the Policyholder of the Insured Person passing to the public medical insurance of the Czech Republic within the Duration of the Insurance, on the condition that this notification includes a copy of the Insured Person's valid ID card that he/she is a participant of public medical insurance of the Czech Republic. If the insured

- person has an insured interest, the insurer will offer the insured person insurance of a different scope and for a different premium.
7. The Insurer or the Policyholder may terminate the Insurance in writing:
 - a) within two months of the conclusion of the insurance policy. An eight day notice period shall commence running upon the serving of the termination, with the Insurance terminating upon the expiry of this period,
 - b) within three months of the serving of the notification of the Insured Event. A one month notice period shall commence running upon the serving of the termination, with the Insurance terminating upon the expiry of this period.
 8. The Policyholder may terminate the Insurance subject to an eight day notice period:
 - a) within two months of learning that the Insurer applied a viewpoint contrary to the principle of equal treatment in determining the amount of the premium or for calculating the Insurance Benefit,
 - b) within one month of receiving notification of the transfer of the insurance portfolio or part thereof or the transformation of the Insurer,
 - c) within one month of the publishing of the notification that the licence enabling the Insurer to carry on its insurance business has been withdrawn.
 9. If the Policyholder or the Insured Person breaches the duty stipulated in paragraph 1 or 2 of Article 14, either intentionally or through negligence, the Insurer shall be entitled to withdraw from the insurance policy if it can prove that it would not have concluded the insurance policy had the questions been answered truthfully and completely. The Policyholder shall be entitled to withdraw from the insurance policy if the Insurer breached the duty stipulated in paragraph 7 or 8 of Article 11. The right to withdraw from the insurance policy shall expire if not exercised by a party within two months of the day that it learned or ought to have learned of a breach of the duty stipulated in paragraph 1 or 2 of Article 14 or in paragraph 7 or 8 of Article 11.
 10. If the insurance policy was concluded by means of a remote transaction, the Policyholder shall be entitled to withdraw from the policy, without giving any reason, within 14 days of its conclusion or of the date on which the terms and conditions were communicated to him, if such communication first occurs only upon his request after the conclusion of the policy.
 11. Exceptionally, in justified cases (e.g. due to a pandemic), the insurance contract may be terminated by a written agreement of the contracting parties under agreed conditions.
 12. The insurance policy may be assigned only with the Insurer's consent.
 13. If Insurance of another party's insurable risk is concluded, then the Insured Person shall take the place of the Policyholder on the date of the Policyholder's death or the date of it being wound up without a legal successor; however, if the Insured Person gives written notice to the Insurer within thirty days of the Policyholder's death or winding up that he/she is not interested in the Insurance, the Insurance shall expire on the date of the Policyholder's death or winding up. The effects of a delay shall not impact the Insured Person before the expiration of 15 days from the date that the Insured Person learned of his entry into the Insurance. However, if there is more than one Insured Person, the Insurance of all such parties shall terminate upon the expiry of the period in respect of which a premium was paid.
 14. If the Insurer issues the Policyholder with a notice reminding it to pay the premium and, as part of this reminder notice, and instructs the Policyholder that the Insurance shall expire if the premium is not paid during the additional period, the Insurance shall expire upon the futile passing of this period.
 15. The Insurance does not expire due to the termination of the Insured Person's residence at the Place of Insurance prior to the expiry of the Term of Insurance.
 16. The insurance policy terminates upon the expiry of all Insurances of all persons.

Art. 10 Premium

1. The Premium is the consideration for the Insurance cover provided. The amount of the premium is determined by the Insurer for the insurance policy. The premium is arranged as a Single Premium.
2. The Premium is payable on the date of the conclusion of the insurance policy in the currency and the amount stated in the insurance policy.
3. The premium shall be considered as duly paid if demonstrably received by the Insurer's agent or credited to the Insurer's bank account.
4. The Insurer is entitled to the premium for the entire Duration of the Insurance. The Insurer acquires this right on the date on which the insurance policy is concluded.
5. If the Insurance is terminated due to a refusal of a visa application or the expiration of a visa's validity, the Insurer shall return to the Policyholder, after calculating the total Insurance Benefit paid, but not later than 3 months from the date of the Insurance expiring, part of the premium corresponding to the unearned premium as at the expiry of the Insurance, after deducting:
 - a) the costs associated with the Insurance Benefits, and
 - b) amount corresponding to the proportional part of the Premium (Section B, Article 4, paragraph 6) by which the Insured Person has overdrawn the earned part of the Premium corresponding to the actual Duration of the Insurance.
6. If the Insurance is terminated as a consequence of the Policyholder's termination or as a consequence of a notification by the Policyholder of the Insured Person passing to the public medical insurance of the Czech Republic within the Duration of the Insurance, the Insurer shall return to the Policyholder, after calculating the

total Insurance Benefit paid, but not later than 3 months from the date of the Insurance expiring, part of the premium corresponding to the unearned premium as at the expiry of the Insurance, after deducting:

- a) the costs associated with taking out and administering the Insurance and
 - b) the costs associated with the Insurance Benefits, and
 - c) amount corresponding to the proportional part of the Premium (Section B, Article 4, paragraph 6) by which the Insured Person has overdrawn the earned part of the Premium corresponding to the actual Duration of the Insurance.
7. If the Insurance is terminated as a consequence of an Insured Event, the Insurer shall be entitled to the whole Single Premium.
 8. If the insurance policy is terminated **by agreement** before the date of the commencement of the Insurance, the Insurer shall return all received premiums to the Policyholder minus the costs associated with taking out and administering the Insurance, upon the return of the Insured Person's Card.
 9. The Insurer's costs associated with taking out and administering the insurance policy come to 20% of the unearned premium.
 10. The Insurer is entitled to the premium until the time it learned of the expiry of the insurable interest.
 11. If the Policyholder withdraws from the insurance policy, the Insurer shall return to the Policyholder the received premiums within 30 days of the date of the withdrawal taking effect less any Insurance Benefits it may have paid under the Insurance; if the Insurer withdraws from the insurance policy, it shall be entitled to also set off the costs associated with taking out and administering the Insurance. If the Insurer withdraws from the Insurance, the Policyholder, Insured Person or another party who had already received an Insurance Benefit shall reimburse the Insurer within this same time period the amount of the Insurance Benefit received that is surplus to the received premiums.
 12. If the Policyholder withdraws from the insurance policy according to Article 9(10) of this section, the Insurer shall return to the Policyholder the received premiums without undue delay, but not later than 30 days from the date of the withdrawal taking effect; in so doing, the Insurer shall be entitled to deduct any Insurance Benefit it had already paid under the Insurance. However, if the amount of Insurance Benefit paid exceeds the amount of premiums received, the Policyholder, or the Insured Person or the beneficiary in the event of the Insured Person's death, as the case may be, shall be obliged to pay the Insurer the amount of the Insurance Benefit paid that is surplus to the premiums received.
 13. The Insurer will set off its outstanding premiums in the order in which they were created rather than in the order in which reminder letters were sent.

Art. 11

Rights and Obligations of the Insurer

1. The Insurer is entitled to verify the submitted documents, to demand the submission of expert reports and/or to consult complicated Loss Events with healthcare providers or other competent entities, even abroad.
2. The Insurer shall issue the Insurance Certificate and the Insured Person's Card for every Insured Person to the Policyholder after the conclusion of the insurance policy and payment of the premium. The validity of every Insured Person's Card shall always be for the period for which the premium was paid.
3. If the event of the loss, damage or destruction of a valid Insurance Certificate, the Insurer shall issue a duplicate thereof to the Policyholder at the Policyholder's request; the same applies to the issue of a copy of the insurance policy concluded in writing and the Insured Person's Card. The Insurer may make the issue of such a duplicate conditional on the payment of the costs it has incurred to do so.
4. The Insurer shall notify the Interested Party information about the Insurer and the Insurance taken out prior to the conclusion of the insurance policy.
5. The Insurer is also obliged to accept the payment of outstanding premiums and other outstanding receivables under the Insurance from the Policyholder's pledgee, from a Beneficiary or from the Insured Person.
6. Within the Duration of the Insurance, the Insurer shall provide information to the Policyholder at his address stipulated in the insurance policy or via the Insurer's web site. If the correspondence address is different from the address of the registered office or residential address, then it is designated as the correspondence address. The address may also be an address designated for electronic communication.
7. If the Insurer ought to be aware of the inconsistencies between the Insurance being offered and the Interested Party's requirements when concluding the insurance policy, it shall alert the Interested Party of them. In so doing, the circumstances and the manner in which the insurance policy is concluded, as well as whether the other contracting party is being assisted in the conclusion of the policy by an agent independent of the insurer shall be taken into account.
8. If the Insurer asks the Interested Party or the Policyholder in writing whilst negotiating the conclusion of the insurance policy about facts pertaining to the Insurance, the Insurer shall answer these questions truthfully and completely.
9. If the Policyholder asks the Insurer in writing to provide him with information that is material for rendering benefits under the policy, the Insurer shall provide such information in writing without undue delay.

Art. 12

Obligations of the Policyholder

The Policyholder has the following obligations:

1. To pay the Insurance premium to the Insurer.
2. To inform all Insured Persons, in a timely manner, of the contents of the insurance policy, including all annexes and parts thereof, and provide them with all materials and information which it has received on their behalf from the Insurer.
3. To inform every Insurer without undue delay in the event of Multiple Insurance occurring, providing details of the other insurers and the Insurance Benefit limits agreed in the other insurance policies.
4. To inform the Insurer without undue delay of a change in correspondence address.
5. Always return the Insured Person's Card to the Insurer within five calendar days of the expiration of the Insurance, if the Insurance expires before the end of the agreed Insurance Period.
6. If the Policyholder is also the Insured Person, all the obligations of the Insured Person shall apply to the Policyholder as well.

Art. 13

Obligations of the Insured Person

The Insured Person has the following obligations:

1. To do everything to avert the occurrence of an Insured Event and to reduce the extent of their consequences,
2. To release the healthcare provider in writing from its obligation to maintain confidentiality and provide the Insurer with written authorisation to obtain information from healthcare staff which is subject to the obligation to maintain confidentiality and which is required for the Insurer's investigations if any Loss Event has occurred,
3. To always follow the instructions of the attending doctor,
4. To abide by the safety measures for the Duration of the Insurance,
5. To use suitable protective aids and equipment required for the maximum safe performance of all activities performed,
6. To have the appropriate valid licence for the performance of all activities carried out at the Place of Insurance,
7. To arrange for proper supervision or escort, should this be usual for the performed activity,
8. To refrain from standing in places designated as inappropriate by the organiser,
9. To comply with the legislation in force at the Place of insurance,
10. To seek out medical treatment, should the need arise,
11. To comply with the obligations prescribed in the other sections for the types of Insurance taken out.

Art. 14

Other Rights and Obligations of the Parties to the Insurance

1. If the Insurer asks the Interested Party in writing whilst negotiating the conclusion of the insurance policy or asks the Policyholder in writing whilst negotiating the amendment of the insurance policy about facts that are relevant to the Insurer's decision on evaluating the insurance risk, whether it will insure them and under what conditions, the Interested Party or the Policyholder shall answer these questions truthfully and completely. The duty shall be deemed to have been duly met if nothing material had been concealed as part of the answer.
2. The provisions contained in paragraph 1 of this article regarding to the duty of the Policyholder shall also apply to the Insured Person.
3. Should an event occur with which the person who considers him/herself to be a Beneficiary links his/her claim to an Insurance Benefit, he/she shall notify this fact to the Insurer without undue delay, give the Insurer a truthful explanation of the cause, the origin and the extent of the consequences of such an event, the rights of third parties and any Multiple Insurance; at the same time, he/she shall also submit to the Insurer the required documents (e.g. the Insured Person's medical documentation) and proceed in the manner agreed in the insurance policy. If this person is not simultaneously the Policyholder or the Insured Person, the Policyholder and the Insured Person shall also have these duties.
4. The same notification may be made by any person with a legal interest in the Insurance Benefit.
5. The notification under paragraph 3 and 4 of this article shall be deemed as having been received after the Insurer:
 - I.) was notified of the event via the Insurer's form, which has been duly completed and delivered to the Insurer,
 - II.) was handed all the required documents or documents requested by the Insurer.

The required documents are:

- A) documents demonstrating:
 - a) the cause, time, place and circumstances of the occurrence of the Insured Event, its extent and the direct connection of the Insured Event with the Insured Person, at least detailing the first name, surname and date of birth of the Insured Person,
 - b) a detailed specification of the subject of compensation (e.g. a medical report with the diagnosis, description and date of the procedures performed and the medicine administered,

- c) the subject of the requested payment (e.g. bills or invoices issued by a doctor or bills issued by a pharmacy on the basis of a prescription issued by the attending doctor) and detailing the date and amount of the payment (e.g. receipts on a cash payment, account statements),

- B) in the case of Insurance Benefits for Outpatient Medicine prescribed by a doctor, also copies of the prescriptions made out in the name of the Insured Person, specifying the date of issue, the quantity and description of the medicine and healthcare aids, and the signature and stamp of the issuer,

- C) for an Insured Event investigated by the police, also a police report or confirmation of the investigation of an accident,

- D) in the case of the death of the Insured Person, also a copy of an official death certificate and medical certification of the cause of death.

6. The parties to the Insurance submit copies of documents to the Insurer, or originals upon the Insurer's request.

All documents must be made out in the name of the Insured Person and must contain the date of issue and also the signature and stamp of the issuer, if prescribed on the document.

7. The Insurer shall commence investigations necessary to ascertain the existence and extent of its duty to perform without undue delay of the receipt of the notification under paragraph 5 of this article. The investigations shall be deemed as duly concluded upon the reporting of their outcome to the person who exercised the claim to the Insurance Benefit; at the request of this person, the Insurer shall justify the amount of the Insurance Benefit in writing, or the reason for this claim being refused, as the case may be.

8. If the notification contains knowingly false or grossly distorted material information pertaining to the extent of the notified event, or if information pertaining to this event has been knowingly concealed therein, the Insurer shall be entitled to compensation for the costs it purposefully incurred in investigating the facts in regards to which this information was given to or concealed from him. It is understood that the demonstrable costs of the Insurer were incurred purposefully.

9. If the Policyholder, the Insured Person or another party exercising a claim to the Insurance Benefit causes investigation costs or an increase therein by breaching a duty, the Insurer shall be entitled to claim reasonable compensation from such a person.

10. The Policyholder and the Insured Person are obliged:
 - a) to notify the Insurer in writing without undue delay at any time within the Duration of the Insurance of a change of any and all particulars made in the insurance policy,
 - b) to enable the Insurer to conduct investigations into the causes of the Loss Event and the extent of their consequences and to co-operate with the Insurer as required,
 - c) to notify the Insurer the details of all insurance policies valid at the time of the Loss Event occurring, the subject of which is insurance of the same Insured Peril.

11. The parties to the Insurance must not assign a claim for Insurance Benefit under the Insurance without the Insurer's consent.

Art. 15

Delivery of Documents

1. Correspondence delivered via the holder of a postal licence (hereinafter the "post office") shall be sent:
 - a) to the Insurer at the address of the registered office stated in the insurance policy, or another address that is communicated to the Policyholder by the Insurer;
 - b) by the Insurer to the correspondence address of the relevant person (addressee) stated in the insurance policy or otherwise notified to the Insurer. If the correspondence address is not stated in the insurance policy or subsequently notified to the Insurer, the correspondence will be sent to the address stated in the policy or notified to the Insurer as the residence or permanent residence, or the registered office of such a person.
2. Unless agreed otherwise, correspondence may also be delivered electronically (for example, via a data box, the Insurer's internet app, by e-mail) to the contact information provided for the purpose of electronic communication. Correspondence sent by the Insurer electronically to the last contact address provided by the addressee shall be deemed as delivered on the third business day after its sending, if the date of its delivery cannot be ascertained or if the relevant legal regulations do not stipulate otherwise.
3. Correspondence may also be delivered by an employee of the Insurer or another person authorised by the Insurer, especially to the addresses pursuant to paragraph 1 b), but also to any other place where the addressee will be willing to accept the correspondence. The correspondence thus delivered shall be deemed as delivered on the day of its receipt.
4. The parties to the Insurance are obliged to notify the Insurer without undue delay of any change in the facts relevant to the delivery and to notify each other of their new postal address, e-mail address or data box or telephone number.
5. If not a case of the delivery pursuant to paragraphs 6 to 8, correspondence sent by the Insurer by registered post with an advice of delivery shall be deemed as delivered on the day specified as the day of receipt of the correspondence on the advice of delivery, with correspondence sent by the Insurer by registered post without an advice of delivery, or sent by regular mail, being deemed as delivered

on the third business day after dispatch, and in the case of delivery to an address in a country other than the Czech Republic, on the 15th business day after dispatch.

6. If the addressee deliberately thwarts the delivery of correspondence, it shall be deemed to have been duly delivered on the day that its receipt was thwarted by the addressee.
7. If the addressee thwarts the delivery of correspondence by failing to take delivery of the correspondence.
8. If the addressee thwarts the receipt of correspondence in another manner, e.g. by failing to take delivery of this correspondence or by failing to mark his/her/its letter box by his/her first name and surname or company name, it shall be deemed to have been duly delivered on the date on which it was returned to the insurer.
9. Correspondence sent by the Insurer by registered post or registered post with an advice of delivery shall be deemed duly delivered even in the case that they are received by another person in place of the addressee (e.g. a family member), to whom the post office delivered the correspondence in accordance with the legal regulations pertaining to postal services.

Art. 16

Form of Legal Acts

1. The insurance policy must be concluded in writing, unless the Civil Code provides otherwise.
2. In the event that the Policyholder's acceptance of the offer is found to be invalid due to a failure to accept the offer in writing or for any other reason, and the Policyholder pays the first premium or an instalment thereof in the amount and within the time period specified in the offer (if no time period is stated in the offer, then within one month of the delivery of the offer), the offer shall be deemed to have been received by virtue of the payment of this first premium or an instalment thereof.
3. Legal acts, notices, and requests must be made in writing if they have an effect on:
 - a) the duration and termination of the insurance,
 - b) changes in the premium,
 - c) changes in the scope of the insurance.
4. A legal act, for which a written form is required, shall be valid, in particular, where it is personally signed by the acting person, or where the signature is replaced by a mechanical means, where this is usual, if made by means of a data box, if provided with a guaranteed electronic signature pursuant to a special law, or if it is made via the Insurer's protected internet client portal.
5. Legal acts, notices, and requests, not mentioned in paragraph 3. may be made in writing, over the telephone, by e-mail, via the Insurer's internet application or via a data box, if the Insurer permits delivery to a data box. This applies namely to the reporting of an Insured Event, notification by the Policyholder or the Insured Person pertaining to a change in the surname, residential address, correspondence address, and other contact details, as specified in the policy. Legal acts, notices, and requests pursuant to this paragraph, made other than in writing must be subsequently supplemented in written form, if the Insurer so requests.
6. The insurer is entitled, as regards matters relating to the insurance relationship, namely in connection with the administration of the Insurance and the settlement of Insured Events, to contact other parties to the Insurance by electronic or other technical means (e.g. via telephone, SMS, e-mail, fax, data box), unless agreed otherwise. In electing the form of communication, the Insurer shall take into account the obligations stipulated by the relevant legal regulations and the nature of the information communicated.
7. Legal acts, notices, and requests shall be effective against the other contracting party as soon as they have been received by this party.

Art. 17

Rescue Costs

1. If the Policyholder purposefully incurs costs in averting the immediate threat of an Insured Event or to mitigate the consequences of an Insured Event that has already occurred, it shall be entitled to compensation for these costs from the Insurer, as well as compensation for the loss suffered by the Policyholder in connection with this activity.
2. Compensation for rescue costs incurred in order to save lives or the health of persons is limited to 30% of the agreed insured amount or Insurance Benefit limit. The amount of compensation for rescue costs for the Period of Validity of the insurance policy is limited to CZK 100,000, with the exception of costs incurred by the Policyholder with the Insurer's consent.
3. Compensation for rescue costs is in excess of the framework of the agreed Insurance Benefit limit.
4. If the Insured Person or another person incurred rescue costs in excess of the framework of duties stipulated by law, they shall have the same right to compensation against the Insurer as the Policyholder.

Art. 18

Assignment of Rights to the Insurer

1. If a person entitled to the Insurance Benefit, the Insured or a person incurring rescue costs, became entitled to compensation from another party for a loss or another similar right in connection with an Insured Event which is imminent or has already occurred, this claim, including appurtenances, security and other rights

connected therewith, shall pass to the Insurer upon the payment of the Insurance Benefit, up to the amount of the benefits rendered by the Insurer to the Beneficiary. The above shall not apply if this person became entitled to this right against someone with whom he/she lives in a joint household or is dependent on him/her, unless he/she caused the Insured Event intentionally.

2. The person whose right passed to the Insurer shall release the required documents to the Insurer and disclose it all that is necessary in order to exercise the claim. Should this person thwart the passing of this right to the Insurer, the Insurer shall be entitled to reduce the benefits under the Insurance by the amount it could otherwise have received. If the Insurer has already rendered benefits, it shall be entitled to compensation up to this amount.
3. The Beneficiary is obliged to take measures to ensure that the right to compensation which pass to the Insurer under the law do not expire or become statute-barred.
4. The Beneficiary must not enter into an agreement with a third party to relinquish a claim for compensation against this third party if such claims pass to the Insurer.
5. The Beneficiary is obliged to confirm the assignment of rights to the Insurer in writing upon the Insurer's request.
6. If, in connection with the exercise of the claim, the Insurer incurs additional costs due to the fault of the Beneficiary, then the Insurer is entitled to require the Beneficiary to pay such costs

Art. 19

Final Provisions

1. Representations and notifications with respect to the Insurer are only valid if submitted in writing.
2. The language of communication is Czech.
3. Persons with restricted legal capacity shall be represented by their guardian. It is understood that persons who have yet to attain full legal capacity act with the consent of their statutory representative or that this statutory representative acts on their behalf.
4. If payment is made in cash, the date of payment is the date the sum is deposited in favour of the recipient. If the payment is not made in cash, the date of payment is the date the sum is credited to the account of the recipient.
5. All disputes arising out of or in connection with this Insurance which are not resolved by agreement or out-of-court settlement shall be dealt with by any court having jurisdiction in the Czech Republic in compliance with Czech law.

SECTION B

MEDICAL INSURANCE

Aside from the Joint Provisions of Section A, the medical insurance (hereinafter in this section merely as "Insurance") is also governed by the provisions of this section.

Art. 1

Purpose and Subject of the Insurance

1. The Insurer shall, in the event of the occurrence of an Insured Event, provide the Beneficiary with an Insurance Benefit to the extent of the loss affecting the subject of the Insurance up to the agreed Insurance Benefit limit.
2. The Beneficiary is the Insured Person.
3. The subject of the Insurance is the health of the Insured Person. Supplementary insurance can also be taken out to cover the health of the insured mother's Newborn Baby.
4. The Insurance is concluded as Loss Insurance.

Art. 2

Insured Event

1. With the exception of the agreed exclusions, an Insured Event is a change in the state of health of the Insured Person or other operations related to the state of health of the Insured Person caused by Illness or Injury, which occurred within the Duration of the Insurance and following the expiry of the waiting period and at the Place of Insurance to the extent and under the conditions stipulated in the provisions of these Insurance terms and conditions..
2. In the event of the occurrence of the Insured Event, the Insurer shall provide an Insurance Benefit within the scope of Article 4 of this section.

Art. 3

Extent and Place of Insurance

1. Insurance is effective only in the agreed Place of Insurance, which is the territory of the **Czech Republic**.
2. The Qualifying Period applied in cases of healthcare services for reason of:
 - pregnancy is **three months**,
 - childbirth is **eight months**.
 The Qualifying Period **shall not be applied** in the event of the conclusion of "Newborn Baby" cover in the insurance policy.
3. Should an event occur that could have been or was an Insured Event under a medical expenses insurance in the Schengen Area agreed under Section C of these Insurance terms and conditions or under another medical expenses

insurance with the Insurer (e.g. travel insurance) and that requires healthcare upon return to the Czech Republic, the condition of a change in the state of health during the Insured Person's stay in the Czech Republic shall not be applied to this event.

4. The Policyholder shall elect the period insured, the upper limit of the Insurance Benefit (limits of the Insurance Benefit) for healthcare services, including repatriation and transaction, or for agreed supplementary insurance, as the case may be, and the type of insurance, in the following extent:
- "Standard"** insurance encompasses comprehensive healthcare services provided to the Insured Person; the insurance does not relate to events for which the Insurance Benefit is conditional on the arrangement of the Newborn or Professional Sports insurance type,
- "Newborn"** insurance beyond the scope of the "Standard" insurance type also relates to events specified under letter d) para. 5. of Article 4 of this section,
- "Professional Sports"** insurance beyond the scope of the "Standard" insurance type also relates to events specified under letter e) para. 5. of Article 4 of this section.

Art. 4

Extent of the Insurance Benefit

1. The right to Insurance Benefit by way of drawing on healthcare services provided by the Insurer is conditional on the presentation at all times of a valid Insured Person's Card to the provider of these services prior to drawing on these services. This obligation may also be fulfilled by another person.
2. Insurance Benefits for healthcare services drawn in connection with pregnancy or childbirth shall be rendered by the Insurer only after the expiry of the Qualifying Period, if agreed.
3. The Insurer shall not render Insurance Benefits for services drawn outside of the Duration of the Insurance.
4. The Insurance Benefit is limited by Insurance Benefit limits.
5. The Insurer renders Insurance Benefits up to the limits pursuant to paragraph 11. of this article to the extent of:
 - a) healthcare services to the extent akin to the list of healthcare procedures reimbursed to the Insured Persons of public medical insurance of the Czech Republic (hereinafter merely as "healthcare") but with agreed exclusions from the insurance and with arranged Insurance Benefit limits. This healthcare shall only be rendered by the Insurer at contractual Healthcare Service Providers. Only in the event of a sudden deterioration in the state of health of the Insured Person, where a delay may result in serious damage to health or a threat to life, shall the Insurer render his healthcare in a non-contractual healthcare facility on the territory of the Czech Republic. Necessary and reasonable costs demonstrably incurred for healthcare services shall be defrayed, but only until such time as it was possible to arrange health services by the Insurer's contractual healthcare provider.
 - b) repatriation of a sick Insured Person with the approval of the attending doctor, should his/her state of health allow it, by a medical transportation service organisation approved by the Insurer or by the Insurer's assistance service provider, to the state whose passport the Insured Person holds or to another state in which the Insured Person has been permitted residence. The Insurer may, upon prior approval, also cover the transportation costs of another person required to accompany the Insured Person in justified cases. The Insurer renders these services via its contractual provider without direct payment to the provider by the Insured Person,
 - c) transportation of the physical remains of the Insured Person to the state whose passport the Insured Person holds or to another state in which the Insured Person has been permitted residence, performed by a specialist organisation approved by the Insurer or the Insurer's assistance service provider. The Insurer may, upon prior approval, also cover other related costs in justified cases. The Insurer renders these services via its contractual provider without direct payment to the provider by the Insured Person
 - d) if, at the time of the occurrence of the Insured Event, the **"Newborn Baby"** cover is in effect, the Insurer shall provide an Insurance Benefit even in the case of the Postnatal Care of a Newborn Baby of an insured mother born within the Duration of the Insurance.
 - e) if, at the time of the occurrence of the Insured Event, the **"Professional Sports"** cover is in effect, the Insurer shall provide an Insurance Benefit even in the case of the operation of professional sporting activity and during preparation for such activity,
 - f) dental care of the Insured Person in order to eliminate sudden pain or the consequences of an accident within the scope of public medical insurance, preventative examination (hereinafter referred to as „Dental care“),
 - g) medicines and medical devices prescribed by a doctor on an outpatient basis in the name of the Insured Person (hereinafter the **"Outpatient-Prescribed Medicines"**)
 - h) assistance services to the extent of Article 6 of this section. The Insurer renders these services via its contractual provider without direct payment to the provider by the Insured Person.
6. The Insurer shall reimburse the Insured Person in excess of the framework of the Insurance Benefit to the extent of para. 5. of this article for the costs he/she had incurred for premium healthcare services (hereinafter the **"Premium"**) stated below, up to the amount of the limit for the Premium stated in the insurance policy:
 - a) vaccination (vaccine, including its application), which is not covered under this Insurance as standard (e.g. against tick-borne encephalitis),
 - b) over-the-counter medicines and medical devices purchased from pharmacies (without prescription) and from stores selling medical devices,
 - c) plastic immobilisation (lightweight plaster),
 - d) hormonal contraceptives,

- e) earpieces, spectacles, and contact lenses,
- f) walkers and wheelchairs for the disabled (as well as those electrically powered),
- g) reimbursement of the costs of transporting the Insured Person to the healthcare facility for the purpose of treatment or hospitalisation; besides the submission of documents proving that the transport costs have actually been incurred, reimbursement of these costs is also conditional on the submission of a medical report confirming the occurrence of the Insured Event to the extent of para. 5 of this article; this benefit is limited to CZK 500 per event,
- h) preventative examinations, tests, and consultations to detect a specific disease (e.g. laboratory tests of blood, prostate; examination for malignant melanoma), including the issue of an extract from the medical documentation, and other examinations not covered under public medical insurance (for the purpose of driver's licence confirmation, for sporting activities, etc.),
- i) dental hygiene and premium stomatological material (white fillings, etc.),
- j) premium hospital room or meals during the hospitalisation of an Insured Person.

Premium can also be drawn during the course of the Duration of the Insurance in partial amounts of at least CZK 100.

7. The costs of the healthcare services detailed in paragraph 5 of this article shall be paid by the Insurer directly or via the assistance service provider to the healthcare provider, the Insured person or another party that has demonstrably incurred these costs.
8. The Insurer shall reimburse the costs of premium healthcare and other services pursuant to paragraph 6 of this article to the Insured Person or a person who demonstrably incurred these costs, following the submission of proof of their payment.
9. Direct reimbursement of the costs of healthcare and other services:
 - a) If the Insured Person or another person made a direct payment of the costs of healthcare services pursuant to paragraph 5 of this article, which represent an Insured Event and were rendered to the Insured Person in a healthcare facility located in the Czech Republic, the Insurer shall subsequently reimburse the Insured Person or another person who incurred these costs the reasonable healthcare costs demonstrably incurred.
 - b) The Insurer shall provide an Insurance Benefit for an Outpatient Medicine prescribed by a doctor or a voucher for medical devices if the amount of these costs for each prescription or voucher exceeds CZK 100. An Insurance Benefit is understood to mean the amount specified in the Code List of VZP CR for mass-produced medicinal products, medical devices, and individually prepared medicinal products marked as MAX and valid at the time of the Insured Event occurring.
10. If an Insured Event occurred and the continuous hospitalisation of the Insured Person exceeds the Duration of the Insurance, the Insurer shall decide on the subsequent procedure as follows:
 - a) If the state of health of the Insured Person does not allow for his/her repatriation, he/she shall be treated at a healthcare facility designated by the Insurer until such time as his/her state of health improves to such a degree as to allow for his/her repatriation,
 - b) If the state of health of the Insured Person allows for his/her repatriation, his/her repatriation may be carried out with the consent of the attending doctor.
11. The upper limit for the Insurance Benefit is determined by the benefit limits specified in the insurance policy:
 - a) The benefit limit for costs under letters a) to c) of paragraph 5 of this article (Healthcare services, including repatriation and transportation) applies to the Insurance Benefit for every single Insured Event.
 - b) The benefit limit for costs under letter d) of paragraph 5 of this article (Postnatal care of a newborn baby of an insured mother), which further applies to the Insurance Benefit for the sum of all Insured Events occurring within the Duration of the Insurance.
 - c) The benefit limit for costs under letter f) of paragraph 5 of this article (Dental care), limits the Insurance Benefit for all Insured Events occurring in one year of the Duration of the Insurance or for the Insurance Period, if the Duration of the Insurance is shorter than one year.
 - d) The benefit limit for costs under letter g) of paragraph 5 of this article (Outpatient Prescribed Insurance) limits the Insurance Benefit for all Insured Events occurring in one year of the Duration of the Insurance or for the Insurance Period, if the Duration of the Insurance is shorter than one year.
 - e) The benefit limit for costs pursuant to letters a) to j) of paragraph 6 of this article (Premium) limits the benefit for all premium healthcare and other services for the Duration of the Insurance. The Insurer shall render this Premium benefit in excess of the framework of limits stated in paragraph 5 of this article.

Art. 5

Exclusions from the Insurance

1. Unless it is otherwise agreed in writing by the contracting parties, the Insurer shall not, except for preventative, dispensary healthcare, and related to the pregnancy of the insured mother and the birth of her child, provide Insurance Benefits for the following cases:
 - A. costs of:
 - a) balneology care, homeopathy, and acupuncture,
 - b) regulatory fees and additional charges,
 - B. if the Loss Event occurred as a result of or in connection with the Insured Person's active participation:
 - a) in events of war and other armed conflicts, acts of violence, or civil war,
 - b) in handling a weapon or explosive,

- C. if the Loss Event occurred as a result of or in connection with:
- riots or criminal activity caused or committed by the Insured Person; this exclusion does not apply in the event of an Accident;
 - ingestion or in connection with the consequences of the Insured Person's consumption of alcohol, drugs, narcotics, or other psychotropic or addictive substances by the Insured Person; this exclusion does not apply in the event of an Accident;
2. The Insurer does not provide an Insurance Benefit:
- in cases where the medical care is provided as a result of illness, accident, or other conditions for which the Insured Person was treated before the Insurance was taken out; or
in cases where the medical care is provided in connection with the treatment of illness, accident, or other conditions, the cause or symptoms of which occurred prior to the Insurance being taken out or during the waiting period,
 - for healthcare services that are not covered under public medical insurance in the Czech Republic,
 - if the Insured Person refuses to undergo repatriation, treatment, or necessary medical examinations, or does not follow the treatment regime recommended by the doctor,
 - for examinations, check-ups and other medical interventions in the personal interest or at the Insured Person's request, including laboratory examinations (concerning, for example, cosmetic procedures, abortion, infertility, contraception, drawing up a medical certificate),
 - for drugs and medical devices not prescribed by a doctor, i.e. freely purchased without a doctor's prescription, or whose administration had commenced before the commencement of the Insurance,
 - optional vaccinations,
 - for complications that arise in connection with the provision of healthcare for illnesses, conditions or injuries not covered by the Insurance,
 - for post-natal care of the Newborn of the insured mother, if "**Newborn**" Insurance is not effective at the time of the occurrence of the Loss Event; the agreed type of Insurance is specified in the insurance policy,
 - for events occurring during the course of, and in the preparation for, professional sporting activity, if "**Professional Sports**" Insurance is not effective at the time of the occurrence of the Loss Event; the agreed type of Insurance is specified in the insurance policy.
- The exclusions stipulated in this paragraph do not apply to payments under paragraph 6 of Article 4 of this Section.

Art. 6

Obligations of the Insured Person

Besides the obligations contained in Section A, the Insured Person has the following obligations:

- To **turn to the Insurer's assistance service provider** in a Loss Event, **always and without delay, if his/her state of health permits, and follow its instructions**. This obligation may also be fulfilled by another person.
- To always identify himself by showing a **valid Insured Person's Card** to the healthcare provider. This obligation may also be fulfilled by another person.
- To undergo treatment or necessary medical examinations by a doctor designated by the Insurer or by the Insurer's assistance service provider.
- In the event that he/she is required to participate directly in the settlement of the loss that is the Insured Event:
 - pay reasonable and demonstrable costs to the authorised recipient (the healthcare provider),
 - collect the originals of the required documents and to store them safely until their submission to the Insurer,
 - submit the required documents to the Insurer without undue delay.
- If the state of health of the Insured Person permits, undergo repatriation at the proposal of the Insurer or the Insurer's assistance service provider.

Art. 7

Assistance Services

- The assistance services are services provided to the Insured Person in connection with the Medical Insurance taken out and are arranged for by the Insurer's contractual organisation. Assistance services are provided 24 hours a day 7 days a week. Contact details for the provider of the assistance services are contained in the Insured Person's Card.
- The assistance services are provided to the following extent:
 - recommendation of a contractual healthcare provider,
 - arranging admission at a contractual healthcare provider for treatment during office hours,
 - recommendation of an appropriate procedure in the case of a Loss Event,
 - monitoring developments in the state of health during the course of hospitalisation,
 - provision of a liquidity guarantee to the contractual healthcare provider in the event of a claim for an Insurance Benefit,
 - arranging for the repatriation of a client in a medically justified event,
 - arranging for a professional companion as part of the repatriation,
 - arranging for the transportation of the physical remains in the event of death.

SECTION C**MEDICAL EXPENSES INSURANCE IN THE SCHENGEN AREA**

If medical expenses insurance in the Schengen Area (hereinafter in this section merely as "Insurance") is concluded as part of the insurance policy, the Insurance shall, besides the Joint Provisions of Section A, also be governed by the provisions of this section.

Art. 1

Purpose and Subject of the Insurance

- The Insurer shall, in the event of the occurrence of an Insured Event, provide the Beneficiary with an Insurance Benefit to the extent of the loss affecting the subject of the Insurance up to the agreed Insurance Benefit limit.
- The Beneficiary is the Insured Person.
- The subject of the Insurance is the health of the Insured Person.
- The Insurance is concluded as Loss Insurance.

Art. 2

Insured Event

With the exception of the agreed exclusions, an Insured Event is a change in the state of health (including a sudden change in a long-term stabilised chronic disease) of the Insured Person caused by Sudden Illness or Injury, which occurred within the Duration of the Insurance and at the Place of Insurance and which requires the subsequent provision of Acute and Urgent Healthcare at the Place of Insurance.

Art. 3

Extent and Place of Insurance

- The Insurance is only effective in the agreed place of Insurance, which is the territory of the states of the Schengen area, with the exception of the territory of the Czech Republic. The territory of the states is understood to also include the Exclusive Economic Zone (EEZ).
- No differentiation is made in the Insurance as regards the type of stay (trip). The Insurance is effective as regards stays (trips) taken for the purposes of tourism as well as business.
- The Insurance applies to recreational trips and stays taken whilst undertaking common recreational and relaxation sports, which are specified in the List of Activities and Sports (hereinafter referred to as the "List") as sports Not Requiring Supplementary Insurance and sports which are specified in the List of sports requiring supplementary insurance – Dangerous sports. The Insurance does not apply to sports specified in the List as Extreme Sports and for Uninsurable Sports.

Art. 4

Extent of the Insurance Benefit

- Unless stipulated below that the Insurer realises the Insurance Benefit via the provision of services without direct payment by the Insured Person, the Insurer shall reimburse the Beneficiary, (Insured Person or person who actually incurred the costs) the costs of the damage that had actually been incurred.
- The Insurance Benefit up to the limits set out in paragraph 5 of this article to the following extent:
 - acute and Urgent Healthcare of the Insured Person including:
 - the essential examination required in order to determine the diagnosis and the medical procedure to be taken,
 - the essential standard treatment,
 - the essential hospitalisation for the patient in a multi-bed hospital room with standard equipment,
 - a necessary operation with associated necessary expenses,
 - the essential medicine and healthcare aids prescribed by the doctor of the quantity required until the patient returns to the Czech Republic,
 - transportation necessary from a healthcare standpoint from the location where the Insured Event took place to the nearest medical first aid facility or hospital and back,
 - repatriation of a sick Insured Person, with the consent of the attending doctor, if his/her state of health allows it, by a medical transport organisation approved by the Insurer or by the Insurer's assistance service provider, to a healthcare facility in the Czech Republic designated in the same manner, or to the place of residence of the Insured Person in the Czech Republic. The Insurer renders these services via its contractual provider without direct payment to the provider by the Insured Person,
 - the Insurer may, upon prior approval and in justified cases, also cover the costs of another person required to accompany the Insured Person,
 - transportation of the bodily remains of the Insured Person to his place of residence in the Czech Republic performed by a specialist organization approved by the Insurer or the Insurer's assistance service provider. Upon prior approval and in justified cases the insurer may also cover additional associated costs. The Insurer renders these services via its contractual provider without direct payment to the provider by the Insured Person,
 - urgent dental care of the Insured Person to alleviate sudden pain with the exception of the production and repair of dentures, fixed dentures and orthodontic aids,
 - assistance services to the extent of Article 7 of this section. The Insurer renders these services via its contractual provider without direct payment to the provider by the Insured Person.
- Direct payment of the costs of healthcare and other services:

If the Insured Person or another person made a direct payment of the costs of healthcare services pursuant to paragraph 2 of this article, which represent an Insured Event and were rendered to the Insured Person in a healthcare facility located in the Schengen Area, the Insurer shall subsequently reimburse the Insured Person or another person who incurred these costs the reasonable

- healthcare costs demonstrably incurred upon the receipt of at least a copy of the required documents.
4. If an Insured Event occurred and the continuous hospitalisation of the Insured Person exceeds the Duration of the Insurance, the Insurer shall decide on the subsequent procedure as follows:
 - a) if the state of health of the Insured Person does not allow for his repatriation, the Insured Person shall be treated in a healthcare facility designated by the Insurer until such time as his state of health improves to such an extent as to allow for his repatriation,
 - b) if the state of health of the Insured Person allows for his repatriation, the repatriation can proceed after the consent of the attending doctor is obtained and also, if necessary, final treatment in a healthcare facility in the Czech Republic designated by the Insurer.
 5. The upper limit for the Insurance Benefit is determined by these limits:
 - a) The limit for expenses pursuant to items a) to e) of paragraph 2 of this article (*Healthcare, including repatriation and transportation*) is specified in the insurance policy and limits the Insurance Benefit for all of the Insured Person's Insured Events for the Duration of the Insurance.
 - b) The partial limit detailed in letter a) of this paragraph is the benefit limit for costs pursuant to letter e) of paragraph 2 of this article (*Urgent dental care*) stipulated in the insurance policy and limits the Insurance Benefit for all of the Insured Person's Insured Events arising in one year for Duration of the Insurance.

Art. 5

Exclusions from the Insurance

Besides the exclusions stipulated in Section A, Insured Events are not deemed to be:

1. events where medical treatment is provided as a result of illness, accident or other conditions for which the Insured Person was treated prior to the Insurance being taken out, or events where medical treatment is provided in connection with the treatment of illness, accident, or other conditions, the cause or symptoms of which occurred prior to the Insurance being taken out or during the waiting period,
2. childbirth, including premature and puerperium, abortion, artificial fertilisation, infertility treatment and tests or tests (including laboratory and ultrasound) to ascertain and monitor pregnancy, tests involving contraception and payment of contraception,
3. cases of travel abroad for the purposes of utilizing healthcare,
4. dental treatment and associated services, with the exception of the treatment of the consequences of an injury and urgent simple dental treatment to eliminate sudden pain,
5. preventative examinations, vaccination, medical tests,
6. treatments not associated with the sudden onset of Illness or Injury,
7. rehabilitation, physical therapy, chiropractic operations, exercise therapy and self-reliance training,
8. organ transplants, haemophilia treatment, interferon treatment, insulin therapy except during the provision of first aid, chronic haemodialysis,
9. replacements for spectacles, contact lenses and hearing aids and the production and repair of orthopaedic prostheses,
10. costs connected with contacting the Insurer or the assistance service (telephone call charges, etc.),
11. examination and treatment of psychiatric disorders not associated with any other sudden onset of illness or injury, psychological tests and psychotherapy,
12. procedures and diagnostic methods that are not medically recognised or performed by a qualified healthcare professional, including hospitalisation provided at such facilities,
13. cosmetic measures,
14. spa and convalescent treatment and stays, treatment at specialist facilities (including long-term care facilities, sanatoria and hospices) and at facilities for subsequent ward treatment care,
15. acupuncture and homeopathy,
16. complications that may arise during the treatment of illnesses, conditions or injuries not covered by the Insurance,
17. examinations and treatment of venereal and sexually transmitted diseases and AIDS from the determination of a diagnosis,
18. coverage of medicine and healthcare aids not prescribed by a doctor, i.e. freely available without a doctor's prescription or medicine whose administration started before the commencement of the Insurance,
19. treatment of illnesses and states of health where healthcare is appropriate, useful and necessary, but may be postponed and need not be provided until one returns to the Czech Republic,
20. events after the Insured Person refuses to undergo repatriation, treatment or necessary medical examinations by a doctor assigned by the Insurer or the Insurer's assistance service provider,
21. transportation, searching, probing and rescue operations, if an Insured Event has not occurred at the same time impacting on the health of the Insured Person,
22. events which the Policyholder, Insured Person or Beneficiary could foresee or which they knew of at the time the insurance policy was taken out,
23. events which the Insured Person brought about intentionally (including suicide or attempted suicide) or which were caused by the intentional conduct of the Policyholder or the Beneficiary,
24. events which were caused to the Insured Person by another person at the instigation of the Insured Person, the Policyholder or the Beneficiary,
25. events arising in connection with a riot which the Insured Person provoked, or in connection with criminal activity which the Insured Person committed or attempted to commit,
26. events which have occurred as a result of or in connection with the usage of, or the consequences of the usage of, alcohol, drugs, narcotics or other psychotropic or addictive substances by the Insured Person,
27. events which have occurred during test trials of Transport Means,

28. events which have occurred during stunt activities and the taming of beasts of prey,
29. events which have occurred during activities at locations not designated for that purpose,
30. events which have occurred in an area that a state administration body has designated as a war zone or as an area that is otherwise dangerous to life and health, or has not recommended for travel or a stay in this area if the journey or the stay commenced or the insurance policy was taken out after this declaration was made,
31. events which have occurred as a consequence of or in connection with:
 - a) the effects of released nuclear energy, or of chemical or biological weapons,
 - b) wartime events or civil war,
 - c) acts of violence (including civil disturbances and terrorist activities), in which the Insured Person took an active part,
 - d) handling of a firearm or explosive by the Insured Person.
32. events occurring and healthcare services provided on the territory of the Czech Republic,
33. events occurring during the preparation and performance of extreme and uninsurable sports stated in the Activities and Sports List 1/20,
34. events arising during the preparation and performance of professional sports activities; this exclusion does not apply if professional insurance of the "Professional Sports" cover for Medical Insurance pursuant to Section B of these Insurance terms and conditions is in effect at the time of the occurrence of the Insured Event; the agreed type of Insurance is specified in the insurance policy.

Art. 6

Obligations of the Insured Person

Besides the obligations contained in Section A, the Insured Person has the following obligations:

1. To **contact the Insurer's assistance service provider** in a Loss Event, **always and without delay**, if his state of health permits, **and follow its instructions**. This obligation may also be fulfilled by another person.
2. To always identify himself by showing a **valid Insured Person's Card** to the healthcare provider. This obligation may also be fulfilled by another person,
3. Undergo treatment or necessary medical examinations by a doctor designated by the Insurer or by the Insurer's assistance service provider,
4. In the event that he/she is required, on rare occasions, to participate directly in the settlement of the loss that is the Insured Event:
 - a) pay reasonable and demonstrable costs to the authorised recipient (the healthcare provider),
 - b) collect the originals of the required documents and to store them safely until their submission to the Insurer,
 - c) submit the required documents to the Insurer without undue delay.
5. If the state of health of the Insured Person permits, undergo repatriation at the proposal of the Insurer or the Insurer's assistance service provider.

Art. 7

Assistance Services

1. Assistance services are provided to the Insured Person in connection with the Medical Expenses Insurance taken out and are arranged for by the Insurer's contractual organisation. Contact details for the provider of the assistance services are contained in the Insured Person's Card.
2. Assistance services are provided 24 hours a day 7 days a week to the following extent:
 - provision of a liquidity guarantee to the contractual healthcare provider in the event of a claim for an Insurance Benefit,
 - medical assistance in the event of outpatient healthcare,
 - medical assistance in the event of hospitalisation,
 - arranging for the repatriation of a client in a medically justified event,
 - arranging for a professional companion as part of the repatriation,
 - arranging for the transportation of the physical remains in the event of death,
 - accompaniment by a family member.

Art. 8

Duration of the Insurance

Should a situation occur within the Duration of the Insurance where the Insured Person cannot, independently of his own will, return to the Czech Republic prior to the expiry of the Term of Insurance agreed in the insurance policy, the Term of Insurance shall be automatically extended, without an increase in the premium, for the time until the reasons stated hereinafter pass, but no more than seven days immediately following the initial Term of Insurance. The reasons for an extension are objective facts, which may be forces of nature (e.g. earthquakes, volcanic eruptions, floods and spates, storms), transport strikes, technical defect in a means of transport or terrorist acts preventing the Insured Person from returning to the Czech Republic.

**INSURANCE TERMS AND
CONDITIONS OF
DAILY ALLOWANCE
INSURANCE
DURING HOSPITALISATION
AS A CONSEQUENCE OF
AN ACCIDENT
HOSP CIZ 1/21**

effective as of 15 September 2021



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Art. 1

Introductory provisions

1. The rights and responsibilities of parties to this **Insurance of Daily Allowance During Hospitalization** (hereinafter in this section also merely as "Insurance") is governed by the laws of the Czech Republic, particularly by Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the "Code"), these Insurance terms and conditions, the provisions contained in the insurance policy and its annexes and in other documents which make up an integral part thereof.
2. Arrangements in the insurance policy that deviate from the Code or these Insurance terms and conditions shall prevail.
3. The contracting parties are on the one hand the Policyholder and on the other the Insurer

Art. 2

Definition of Terms

The following definitions of terms shall apply for the purposes of this insurance:

1. **Without undue delay** is a very short period, up to a maximum ranging in days, which means urgent, immediate, imminent, or direct action leading to the fulfil of an obligation or to the execution of a legal act or other manifestation of will, given that the period of its duration will depend on the circumstances of the individual case.
2. **The Duration of the Insurance** is the actual period of time within the agreed Term of Insurance for which the Insurance was in effect.
3. **Hospitalisation** is understood to mean the state of the Insured Person caused by an Insured Peril, when he/she is provided with the necessary hospital diagnosis and curative care connected with his/her stay in bed.
4. **One Hospitalisation Day** is every full 24 hours of continuous stay in hospital.
5. **One Insured Event** is an Insured Event arising from the Insurance of one person and from one and the same cause, at the same place and the same time, comprising all the facts and their consequences, amongst which there is a causal, territorial, chronological or other direct connection.
6. A **Single Premium** is a premium determined for the entire period for which the Insurance has been agreed.
7. **Period** given in days is always understood to be the number of calendar days.
8. A **Random Event** is an event that is possible and in respect of which it is uncertain whether it will even occur within the Duration of the Insurance, or the time of its occurrence is unknown.
9. **Agreed Sum Insurance** is Insurance the purpose of which is to obtain a sum, i.e. an agreed financial amount, as a consequence of an Insured Event in an amount that is independent of the occurrence or extent of the loss.
10. A **Beneficiary** is a party with a right to an Insurance Benefit as a result of an Insured Event.
11. An **Insurance Certificate** is a written confirmation that an insurance policy has been concluded, which the insurer issues to the Policyholder.
12. The **Term of Insurance** is the period for which the Insurance was agreed.
13. An **Insured Event** is an accidental state of affairs brought about by the Insured Peril, associated with the establishment of an obligation on the part of the Insurer to provide an Insurance Benefit.
14. An **Insured Peril** is the possible cause of an Insured Event (the "cause").
15. The **Insurance Period** is the period of time agreed in the insurance policy for which the premium was paid. The first day of the first Insurance Period is the day of the commencement of the Term of Insurance. In the case of this Insurance, the Insurance Period is equal to the Term of Insurance.
16. An **Insurance Risk** is a measure of the probability of the occurrence of the Insured Event caused by an Insured Peril.
17. The **Policyholder** is the party which has concluded the insurance policy with the Insurer.
18. The **Insurer** is a legal entity entitled to carry on insurance activity according to special legislation.
19. The **Insured Person** is a person in respect to whose life or health the insurance relates.
20. A **professional athlete** is a person who has concluded a professional contract with a sports club or other entity in this field and/or engages in sporting activity for remuneration, which is this person's main or predominant income, and/or engages in sporting activity for a duration of at least 20 hours per week (including weekend), including training.
21. A **professional sporting activity** is a sporting activity carried out by a person who is a professional athlete as defined in this Article.
22. A **Loss Event** is an event resulting in damage which may constitute grounds for the establishment of a right to an Insurance Benefit.
23. A **Party to the Insurance** is the Insurer and the Policyholder, as the contracting parties, as well as the Insured Person and every other person to whom a right or obligation arose under the private insurance.
24. An **Accident** is understood, for the purpose of this Insurance, to be the unexpected and sudden action of external forces or one's own strength independent of the insured person's will, which occurs during the Duration of the Insurance and results in damage to the insured person's health or his/her death, including work Accidents. An Accident is deemed to occur the moment that the external forces or influences damaging the health or causing the death of the insured person came to bear.
Damage to the health of an Insured Person caused by:

- a) localised festering following invasion of pathogens into an open wound caused by an Accident,
 - b) tetanus or rabies infection in the course of an Accident, diagnostic, therapeutic and preventive interventions carried out to treat the consequences of an Accident,
 - c) unexpected and uninterrupted exposure to high or low outdoor temperatures, gases, vapours, electric current (including lightning), radiation, toxic substances and poisons ((with the exception of microbial poisons and immunotoxic substances),
 - d) drowning and death by drowning,
 - e) bite, sting, or stabbing by an insect is also considered to be an Accident.
25. An **Interested Party** is a party interested in concluding an insurance policy with the Insurer.

Art. 3

Purpose and Subject of the Insurance

1. In the event of the occurrence of an Insured Event the Insurer shall provide the Beneficiary with a lump-sum insurance benefit in the agreed amount.
2. The Beneficiary is the Insured Person.
3. The subject of the Insurance is the health of the Insured Person.
4. The Insurance is concluded as Agreed Sum Insurance.

Art. 4

Insured Event

1. With the exception of the agreed exclusions, an Insured Event is the hospitalisation of the Insured Person in a healthcare facility at the place of Insurance commenced within the Duration of the Insurance due to Insured Perils occurring within the Duration of the Insurance after the expiry of the agreed Qualifying Period and during the Insured Person's stay at the place of Insurance
2. Insured Perils is Injury.

Art. 5

Extent and Place of Insurance

1. The extent of the agreed Insurance is determined by the Insurance terms and conditions and electable parameters stipulated in the insurance policy. These parameters are elected by the Policyholder upon concluding the insurance policy based on knowledge of the needs of the Insured Persons.
2. The Insurance is only effective in the agreed place of Insurance, which is the **territory of the states of the Schengen area, including the Czech Republic.**
3. The Policyholder shall elect the period insured and the upper limit of the Insurance Benefit (insured amount), which is stipulated in the other sections of these Insurance terms and conditions.
4. **Insurance of activities and sports**
The Insurance covers the conducting of recreational and leisure activities and sports stipulated in the List of Activities and Sports (hereinafter referred to as the "List") as **activities and sports without the need for supplementary insurance**, which forms an annex to these Insurance terms and conditions. This Insurance does not cover the other activities and sports stipulated in the List as **activities and sports with the need for supplementary insurance (hazardous, extreme) or uninsurable.**

Art. 6

Extent and Due Payment of the Insurance Benefit

1. The insurer shall provide an insurance benefit to the extent contractually agreed as at the date of the insured event occurring.
2. The amount and extent of the Insurance Benefit is determined by the Insurer in accordance with the Insurance terms and conditions.
3. The payment of an Insurance Benefit is conditional on the occurrence of an Insured Event and the meeting of all the conditions and obligations ensuing from the insurance policy and parts thereof, namely the payment of the premium.
4. The Insurer renders an Insurance Benefit to the Beneficiary in the manner specified in subsequent sections for individual types of Insurance.
5. Unless otherwise agreed by the contracting parties, the Insurance Benefit shall be payable in the currency of the Czech Republic and its territory and the Insurer shall pay it to the Beneficiary by transfer to this person's bank account or by postal order to his name and address.
6. If the Insured Person was entitled to receive the Insurance Benefit, that he/she did not receive whilst alive, and his/her death was not an Insured Event this unpaid Insurance Benefit shall become the subject of inheritance proceedings.
7. The Insurance Benefit has an upper limit. The upper limit for the Insurance Benefit is the insured amount stipulated for individual types of Insurance in the insurance policy.
8. An Insurance Benefit is payable within 15 days from the end of investigations of the notified event, with which the claim for the Insurance Benefit is connected. The investigations conclude upon there porting of its results to the person who exercised the claim to the Insurance Benefit.

9. If it is not possible to conclude the investigations necessary to ascertain the Insured Event, the extent of the Insurance Benefit or to ascertain the person entitled to receive the Insurance Benefit within three months of the notification date, the Insurer shall inform the notifier why the investigations cannot be concluded; if requested by the notifier, the Insurer shall inform the notifier of the reasons in writing. The Insurer shall provide the person who exercised the claim to the Insurance Benefit with an appropriate advance on the Insurance Benefit on the basis of this person's request; this shall not apply if there are reasonable grounds to deny the provision of such an advance.
10. The Insurer is entitled to reduce the Insurance Benefit:
 - a) if a lower premium was agreed as a consequence of a breach of a duty of the Policyholder or the Insured Person when negotiating the conclusion of the policy or its amendment, the Insurer shall be entitled to reduce the Insurance Benefit by an amount equal to the ratio of the premium it received to the premium it ought to have received,
 - b) if the breach of the duty of the Policyholder, Insured Person or another party entitled to the Insurance Benefit had a material effect on the occurrence of the Insured Event, its course, on increasing the extent of its consequences or on ascertaining or determining the amount of the Insurance Benefit, the Insurer shall be entitled to reduce the Insurance Benefit proportionally to the effect that this breach had on the extent of the Insurer's duty to render benefits,
 - c) in the event of the thwarting of the passing of the right to the Insurer pursuant to Article 18,
 - d) if it paid the Insurance Benefit in the unreduced amount and has subsequently acquired a claim to reduce the Insurance Benefit. The Insurer is entitled to exercise a claim to the difference between the paid-out and the reduced Insured Benefit from the person in whose favour it was paid.
11. The Insurer is entitled to refuse to pay the Insurance Benefit if the Insured Event was caused by a fact
 - a) of which it learned only after the occurrence of the Insured Event,
 - b) which it was unable to ascertain during the conclusion of the policy or its amendment as a consequence of the culpable breach of the obligation stipulated in paragraph 1 or 2 of Article 17 of this section,
 - c) the awareness of which at the time of the conclusion of the insurance policy would result in it not concluding it or concluding it under different terms and conditions.
12. If the Policyholder or the Insured Person breaches any of the obligations set forth in these Insurance terms and conditions, the Insurer may reduce the Insurance Benefit with respect to the seriousness and nature of the breach of this obligation.
13. The Insurer shall, in the event of the occurrence of an Insured Event, provide the Beneficiary with a lump-sum Insurance Benefit in an amount corresponding to the product of the insured amount stipulated in the insurance policy for this Insurance and the number of days of hospitalisation. The number of days of hospitalisation is limited to the maximum hospitalisation period.
14. The insurance benefit is determined by the insured amount. Its concrete amount is elected by the Policy and stated in the insurance policy.
15. The maximum hospitalisation period is, in the case of injury, 365 days for the Duration of the Insurance (Term of Insurance).
16. The hospitalisation period is always counted from the first day of hospitalisation.
17. The first and last day of hospitalisation is counted as one day.
18. The Insurer does not provide an Insurance Benefit for hospitalisation lasting less than 24 hours.
19. Investigations of an event may be concluded not earlier than the end of hospitalisation or the expiry of the maximum hospitalisation period. Should the hospitalisation last longer than three months, the Insurer may, upon a written request and following the submission of all the required documents, provide the Beneficiary an appropriate advance.
6. events which the Policyholder, Insured Person or Beneficiary could foresee or which they knew of at the time the insurance policy was taken out,
7. events which the Insured Person brought about intentionally (including suicide or attempted suicide) or which were caused by the intentional conduct of the Policyholder or the Beneficiary,
8. events which were caused to the Insured Person by another person at the instigation of the Insured Person, the Policyholder or the Beneficiary,
9. events arising in connection with a riot which the Insured Person provoked, or in connection with criminal activity which the Insured Person committed or attempted to commit,
10. events which have occurred as a result of or in connection with the usage of, or the consequences of the usage of, alcohol, drugs, narcotics or other psychotropic or addictive substances by the Insured Person, even in the case of the voluntarily as well as proven treatment of additions to alcohol, addictive substances or gambling addiction, including stay in a detoxification facility or in a treatment facility for the other said addictions,
11. events which have occurred during test trials of Transport Means and during stunt activities,
12. events occurring during the preparation for and conducting of activities and sports not covered by this Insurance under the scope set out in Article 5(5) of this Section,
13. events occurring during the conducting of a sport performed by a Professional Athlete,
14. events associated with driving a motor vehicle, when the Insured Person refuses to undergo a test to determine the content of alcohol, toxic or narcotic substances in his blood,
15. events which the Insurer Person failed to document by providing proof of their duration, or failed to provide documentation that the Insurer requested or demanded of him in the course of the investigation of the Insured Event,
16. events which have occurred as a consequence of or in connection with:
 - the effects of released nuclear energy, or of chemical or biological weapons,
 - wartime events or civil war,
 - acts of violence (including civil disturbances and terrorist activities), in which the Insured Person took an active part,
 - handling of a firearm or explosive by the Insured Person.
17. hospitalisation related solely to the need for care providing by a nurse or a guardian,
18. events whereby the Insured Person failed to comply with the legislation in force in the country of his/her stay,
19. that part of hospitalisation surpassing the maximum hospitalisation period.

Art. 8

Insurable Interest

1. Insurable interest is a legitimate need for protection from the consequences of the Insured Event.
2. The Policyholder has an insurable interest in his own life and health. It is understood that the Policyholder also has an insurable interest in the life and health of another person, if he/she demonstrates an interest conditional on his relationship to this person, whether resulting from a family relationship or being conditional on the benefit or advantage he/she gains from a continuation of this person's life or preservation of this person's health.
3. If the Insured Person consented to the Insurance it is understood that the Policyholder's insurable interest was demonstrated.
4. The insurance policy shall be invalid if the Interested Party did not have an insurable interest and the Insurer knew or ought to have known this when concluding the insurance policy.
5. The insurance policy shall be invalid if the Policyholder has knowingly insured a non-existent insurable interest, but the Insurer did not or could not have known this; however, the Insurer shall be entitled to remuneration corresponding to the premiums until the time it learned of the insurance policy being invalid.
6. The insurable interest does not terminate upon the taking up of similar private insurance or for reason of plain disinterest.
7. The termination of the insurable interest must always be proven to the Insurer.

Art. 9

Group Insurance

1. Group Insurance is insurance pertaining to a group of Insured Persons, as further defined in the insurance policy, whose identity need not be known at the time of the insurance policy being concluded.
2. If the Insurance applies to members of a certain group, the insurance policy need not specify the names of the Insured Persons, on the condition that the Insured Persons can be identified beyond doubt at least at the time of the Insured Event.
3. In the case of group insurance, a breach of the duty to give truthful and complete answers to the Insurer's questions only impacts the Insurance of those persons to whom a breach of this duty applies.

Art. 7

Exclusions from the Insurance

An Insured Event does not include:

1. events where medical treatment is provided as a result of accident for which the Insured Person was treated prior to the Insurance being taken out, or events where medical treatment is provided in connection with the treatment of accident, the cause or symptoms of which occurred prior to the Insurance being taken out,
2. events associated with:
 - a) performances and diagnostic methods that are not medically recognised or performed by a qualified healthcare professional,
 - b) cosmetic measures,
 - c) spa and convalescent treatment and stays, treatment at specialist treatment facilities (including long-term care facilities, sanatoria and hospices) and at facilities for subsequent ward treatment care, homeopathy and acupuncture,
3. psychiatric disorders, psychological tests and psychotherapy,
4. homeopathy and acupuncture,
5. complications that arise in connection with the provision of healthcare for injuries to which the Insurance does not apply,

Art. 10

Conclusion of the Insurance Policy

1. The insurance policy is concluded for a definite time period and in writing, otherwise it shall be deemed invalid.
2. The offer is accepted upon its signing by the contracting parties, unless another manner of acceptance is expressly stated therein.
3. If the Policyholder accepted the offer for the conclusion of an insurance policy by the timely payment of the premium in its full amount or of the full amount of the agreed premium instalment, it shall be deemed that the written form of the insurance policy has been duly observed.
4. An integral part of the insurance policy, apart from the Insurance terms and conditions, are also all agreements, supplements and annexes to the insurance policy and all documents defining the terms and conditions of the establishment, duration, alteration and expiration of the Insurance (e.g. testimonies, agent's records of the course of concluding the insurance, information for the client).

Art. 11

Commencement and Duration of the Insurance – Term of Insurance

1. The Insurance is concluded for a fixed Term of Insurance from the commencement of the Term of Insurance to the end of the Term of Insurance.
2. The Term of Insurance and the Insurance period are agreed in the insurance policy.
3. The Insurance commences at 0:00 hours on the day agreed as the commencement of the Term of Insurance, but no earlier than on the day following the day on which Insurance premium is paid, unless agreed otherwise in the insurance policy.
4. The Insurance lasts from its commencement until the actual expiration of the Insurance.
5. The Insurance cannot be suspended for reason of the non-payment of the premium.

Art. 12

Amendments to and Termination of the Insurance Policy. Expiry of the Insurance

1. All amendments to the insurance policy are made in writing upon the mutual agreement of the contracting parties.
2. The personal Insurance expires upon the lapsing of the Term of Insurance, i.e. at 24:00 hours on the day agreed as the date of the termination of the Term of Insurance.
3. The personal Insurance expires upon the termination of the insurable interest, on the date when the Insured Person dies or on the date when the Insurer's notification of the refusal to pay the Insurance Benefit is received.
4. The Insurer or the Policyholder may terminate the insurance in writing:
 - a) within two months of the conclusion of the insurance policy. An eight-day notice period shall commence running upon the serving of the termination notice, with the insurance expiring upon the passing of this period
 - b) within three months of the serving of the notification of the occurrence of the insured event. A one-month notice period shall commence running upon the serving of the termination, with the insurance expiring upon the passing of this period.
5. The Policyholder may terminate the Insurance subject to an eight day notice period:
 - a. within two months of learning that the Insurer applied a viewpoint contrary to the principle of equal treatment in determining the amount of the premium or for calculating the Insurance Benefit,
 - b. within one month of receiving notification of the transfer of the insurance portfolio or part thereof or the transformation of the Insurer,
 - c. within one month of the publishing of the notification that the licence enabling the Insurer to carry on its insurance business has been withdrawn.
6. If the policyholder or the insured person breaches, whether intentionally or through negligence, the duty stipulated in paragraph 1 or 2 of Article 17 of this section, the insurer shall be entitled to withdraw from the insurance policy if it can prove that it would not have concluded the insurance policy had the questions been answered truthfully and completely. The policyholder shall be entitled to withdraw from the insurance policy if the insurer breached the duty stipulated in paragraph 7 or 8 of Article 14 of this section. The right to withdraw from the insurance policy shall expire if not exercised by a party within two months of the day that this party had learned or ought to have learned of a breach of the duty stipulated in paragraph 1 or 2 of Article 17 or in paragraph 7 or 8 of Article 14 of this section.
7. If the insurance policy was concluded by means of a remote transaction, the Policyholder shall be entitled to withdraw from the policy, without giving any reason, within 14 days of its conclusion or of the date on which the terms and conditions were communicated to him, if such communication first occurs only upon his request after the conclusion of the policy.
8. The insurance policy may, in exceptional cases, be terminated by a written agreement of the contracting parties under the agreed conditions.
9. The insurance policy may be assigned only with the Insurer's consent.
10. If Insurance of another party's insurable risk is concluded, then the Insured Person shall take the place of the Policyholder on the date of the Policyholder's death or

the date of it being wound up without a legal successor; however, if the Insured Person gives written notice to the Insurer within thirty days of the Policyholder's death or winding up that he/she is not interested in the Insurance, the Insurance shall expire on the date of the Policyholder's death or winding up. The effects of a delay shall not impact the Insured Person before the expiration of 15 days from the date that the Insured Person learned of his entry into the Insurance. However, if there is more than one Insured Person, the Insurance of all such parties shall terminate upon the expiry of the period in respect of which a premium was paid.

11. If the Insurer issues the Policyholder with a notice reminding it to pay the premium and, as part of this reminder notice, and instructs the Policyholder that the Insurance shall expire if the premium is not paid during the additional period, the Insurance shall expire upon the futile passing of this period.
12. The insurance policy terminates upon the expiry of the insurance of all persons.

Art. 13

Premium

1. The Premium is the consideration for the Insurance cover provided. The amount of the premium is determined by the Insurer and is stated in the insurance policy.
2. The premium is paid as a Single Premium, unless otherwise stated in the policy.
3. The payment of premiums in instalments can be agreed in the insurance policy. If an arrangement for the payment of premiums in instalments has been made and the policyholder fails to pay an instalment, the insurer shall be entitled to the entire insurance premium. The maturity of the entire premium occurs on the day following the due date of the premium instalment, with which the policyholder is in payment default.
4. The Premium is payable on the first day of the insurance period in the currency and the amount stated in the insurance policy.
5. The premium shall be considered as duly paid if demonstrably received by the Insurer's agent or credited to the Insurer's bank account.
6. The Insurer is entitled to the premium for the entire Duration of the Insurance. The Insurer acquires this right on the date on which the insurance policy is concluded.
7. If the Insurance is terminated as a consequence of an Insured Event, the Insurer shall be entitled to the Premium up to the end of the insurance period in which the insured event occurred.
8. If the insurance policy is terminated **by agreement** before the date of the commencement of the Insurance, the Insurer shall return all received premiums to the Policyholder minus the costs associated with taking out and administering the Insurance, upon the return of all documents verifying the validity of the Insurance.
9. The Insurer is entitled to the premium until the time it learned of the expiry of the insurable interest.
10. If the Policyholder withdraws from the insurance policy, the Insurer shall return to the Policyholder the received premiums within 30 days of the date of the withdrawal taking effect less any Insurance Benefits it may have paid under the Insurance; if the Insurer withdraws from the insurance policy, it shall be entitled to also set off the costs associated with taking out and administering the Insurance. If the Insurer withdraws from the Insurance, the Policyholder, Insured Person or another party who had already received an Insurance Benefit shall reimburse the Insurer within this same time period the amount of the Insurance Benefit received that is surplus to the received premiums.
11. If the Policyholder withdraws from the insurance policy according to Article 12(7) of this section, the Insurer shall return to the Policyholder the received premiums without undue delay, but not later than 30 days from the date of the withdrawal taking effect; in so doing, the Insurer shall be entitled to deduct any Insurance Benefit it had already paid under the Insurance. However, if the amount of Insurance Benefit paid exceeds the amount of premiums received, the Policyholder, or the Insured Person or the beneficiary in the event of the Insured Person's death, as the case may be, shall be obliged to pay the Insurer the amount of the Insurance Benefit paid that is surplus to the premiums received.
12. The Insurer will set off its outstanding premiums in the order in which they were created rather than in the order in which reminder letters were sent.

Art. 14

Rights and Obligations of the Insurer

1. The Insurer is entitled to verify the submitted documents, to demand the submission of expert reports and/or to consult complicated Loss Events with healthcare providers (healthcare facilities) or other competent entities, even abroad.
2. The Insurer shall issue the Insurance Certificate to the Policyholder after the conclusion of the insurance policy and payment of the premium.
3. If the event of the loss, damage or destruction of a valid Insurance Certificate, the Insurer shall issue a duplicate thereof to the Policyholder at the Policyholder's request; the same applies to the issue of a copy of the insurance policy concluded in writing.
4. The Insurer shall notify the Interested Party information about the Insurer and the Insurance taken out prior to the conclusion of the insurance policy.
5. The Insurer is also obliged to accept the payment of outstanding premiums and other outstanding receivables under the Insurance from the Policyholder's pledgee, from a Beneficiary or from the Insured Person.
6. Within the Duration of the Insurance, the Insurer shall provide information to the Policyholder at his address stipulated in the insurance policy or via the Insurer's web site. If the correspondence address is different from the address of the registered

office or residential address, then it is designated as the correspondence address. The address may also be an address designated for electronic communication.

7. If the Insurer ought to be aware of the inconsistencies between the Insurance being offered and the Interested Party's requirements when concluding the insurance policy, it shall alert the Interested Party of them. In so doing, the circumstances and the manner in which the insurance policy is concluded, as well as whether the other contracting party is being assisted in the conclusion of the policy by an agent independent of the insurer shall be taken into account.
8. If the Insurer asks the Interested Party or the Policyholder in writing whilst negotiating the conclusion of the insurance policy about facts pertaining to the Insurance, the Insurer shall answer these questions truthfully and completely.
9. If the Policyholder asks the Insurer in writing to provide him with information that is material for rendering benefits under the policy, the Insurer shall provide such information in writing without undue delay.

Art. 15

Obligations of the Policyholder

The Policyholder has the following obligations:

1. To pay the Insurance premium to the Insurer in a timely manner.
2. To inform all Insured Persons, in a timely manner, of the contents of the insurance policy, including all annexes and parts thereof, and provide them with all materials and information which it has received on their behalf from the Insurer.
3. To inform the Insurer without undue delay of a change in correspondence address.
4. If the Policyholder is also the Insured Person, all the obligations of the Insured Person shall apply to the Policyholder as well.

Art. 16

Obligations of the Insured Person

The Insured Person has the following obligations:

1. To do everything to avert the occurrence of an Insured Event and to reduce the extent of their consequences,
2. To take all the necessary and reasonable steps to prevent the extent of the consequences of the Loss Event from increasing and to exclude actions that prevent or hinder healing (e.g. failure to observe the treatment regime, including follow-up examinations, failure to seek medical treatment in the case of the continuation, aggravation, or occurrence of new difficulties); the Insurer is entitled to refuse to pay the Insurance Benefit in the event that this obligation is not observed,
3. To release the healthcare provider in writing from its obligation to maintain confidentiality and provide the Insurer with written authorisation to obtain information from healthcare staff which is subject to the obligation to maintain confidentiality and which is required for the Insurer's investigations if any Loss Event has occurred,
4. To undergo treatment or necessary medical examinations by a doctor designated by the Insurer,
5. To always undergo medical treatment or check-up at a time designated by the attending doctor,
6. To always follow the instructions given by the attending doctor and to abide by the treatment regime prescribed by the attending doctor,
7. To observe safety regulations and measures for the period of the Insurance being in effect (e.g. to respect a warning given by a mountain rescue service, to use seat belts whilst in a motor vehicle, to not enter areas designated as being dangerous to human health, to not move around avalanche areas, etc.),
8. To use suitable protective aids and equipment required for the maximum safe performance of all activities performed (e.g. use of seat belts),
9. To have the appropriate valid licence for the performance of all activities carried out at the Place of Insurance,
10. To arrange for proper supervision or escort, should this be usual for the performed activity,
11. To refrain from standing in places designated as inappropriate by the organiser,
12. To comply with the legislation in force at the Place of insurance,
13. To seek out medical treatment, should the need arise,

Art. 17

Other Rights and Obligations of the Parties to the Insurance

1. If the Insurer asks the Interested Party in writing whilst negotiating the conclusion of the insurance policy or asks the Policyholder in writing whilst negotiating the amendment of the insurance policy about facts that are relevant to the Insurer's decision on evaluating the insurance risk, whether it will insure them and under what conditions, the Interested Party or the Policyholder shall answer these questions truthfully and completely. The duty shall be deemed to have been duly met if nothing material had been concealed as part of the answer.
2. The provisions contained in paragraph 1 of this article regarding to the duty of the Policyholder shall also apply to the Insured Person.
3. Should an event occur with which the person who considers him/herself to be a Beneficiary links his/her claim to an Insurance Benefit, he/she shall notify this fact to the Insurer without undue delay, give the Insurer a truthful explanation of the

cause, the origin and the extent of the consequences of such an event; at the same time, he/she shall also submit to the Insurer the required documents (e.g. the Insured Person's medical documentation) and proceed in the manner agreed in the insurance policy. If this person is not simultaneously the Policyholder or the Insured Person, the Policyholder and the Insured Person shall also have these duties.

4. The same notification may be made by any person with a legal interest in the Insurance Benefit.
5. The notification under paragraph 3 and 4 of this article shall be deemed as having been received after the Insurer:
 - I.) was notified of the event via the Insurer's form, which has been duly completed (Notice of Loss Event),
 - II.) was handed copies (unless otherwise stipulated below) of all the required documents or documents requested by the Insurer, particularly:
 - a) received the Insured Person's medical documentation,
 - b) received, for an Insured Event investigated by the police, also a police report or confirmation of the investigation of an accident,
 - c) received a copy of the discharge report
6. Handover of documents to the insurer is deemed to constitute consent with the insurer reviewing the medical state.
7. The parties to the Insurance submit copies of documents to the Insurer, or originals upon the Insurer's request. All documents must be made out in the name of the Insured Person and must contain the date of issue and also the signature and stamp of the issuer, if prescribed on the document.
8. The Insurer shall commence investigations necessary to ascertain the existence and extent of its duty to perform without undue delay of the receipt of the notification under paragraph 5 of this article. The investigations shall be deemed as duly concluded upon the reporting of their outcome to the person who exercised the claim to the Insurance Benefit; at the request of this person, the Insurer shall justify the amount of the Insurance Benefit in writing, or the reason for this claim being refused, as the case may be.
9. If the notification contains knowingly false or grossly distorted material information pertaining to the extent of the notified event, or if information pertaining to this event has been knowingly concealed therein, the Insurer shall be entitled to compensation for the costs it purposefully incurred in investigating the facts in regards to which this information was given to or concealed from him. It is understood that the demonstrable costs of the Insurer were incurred purposefully.
10. If the Policyholder, the Insured Person or another party exercising a claim to the Insurance Benefit causes investigation costs or an increase therein by breaching a duty, the Insurer shall be entitled to claim reasonable compensation from such a person.
11. The Policyholder and the Insured Person are obliged:
 - a) to notify the Insurer in writing at any time within the Duration of the Insurance of a change of any and all particulars made in the insurance policy,
 - b) to enable the Insurer to conduct investigations into the causes of the Loss Event and the extent of their consequences and to co-operate with the Insurer as required,
 - c) to notify the Insurer the details of all insurance policies valid at the time of the Loss Event occurring, the subject of which is insurance of the same Insured Peril.
12. The parties to the Insurance must not assign a claim for Insurance Benefit under the Insurance without the Insurer's consent.

Art. 18

Delivery of Documents

1. Correspondence delivered via the holder of a postal licence (hereinafter the "post office") shall be sent:
 - a) to the Insurer at the address of the registered office stated in the insurance policy, or another address that is communicated to the Policyholder by the Insurer;
 - b) by the Insurer to the correspondence address of the relevant person (addressee) stated in the insurance policy or otherwise notified to the Insurer. If the correspondence address is not stated in the insurance policy or subsequently notified to the Insurer, the correspondence will be sent to the address stated in the policy or notified to the Insurer as the residence or permanent residence, or the registered office of such a person.
2. Unless agreed otherwise, correspondence may also be delivered electronically (for example, via a data box, the Insurer's internet app, by e-mail) to the contact information provided for the purpose of electronic communication. Correspondence sent by the Insurer electronically to the last contact address provided by the addressee shall be deemed as delivered on the third business day after its sending, if the date of its delivery cannot be ascertained or if the relevant legal regulations do not stipulate otherwise.
3. Correspondence may also be delivered by an employee of the Insurer or another person authorised by the Insurer, especially to the addresses pursuant to paragraph 1 b), but also to any other place where the addressee will be willing to accept the correspondence. The correspondence thus delivered shall be deemed as delivered on the day of its receipt.

4. The parties to the Insurance are obliged to notify the Insurer without undue delay of any change in the facts relevant to the delivery and to notify each other of their new postal address, e-mail address or data box or telephone number.
5. If not a case of the delivery pursuant to paragraphs 6 to 8, correspondence sent by the Insurer by registered post with an advice of delivery shall be deemed as delivered on the day specified as the day of receipt of the correspondence on the advice of delivery, with correspondence sent by the Insurer by registered post without an advice of delivery, or sent by regular mail, being deemed as delivered on the third business day after dispatch, and in the case of delivery to an address in a country other than the Czech Republic, on the 15th business day after dispatch.
6. If the addressee deliberately thwarts the delivery of correspondence, it shall be deemed to have been duly delivered on the day that its receipt was thwarted by the addressee.
7. If the addressee thwarts the delivery of correspondence by failing to take delivery of the correspondence.
8. If the addressee thwarts the receipt of correspondence in another manner, e.g. by failing to take delivery of this correspondence or by failing to mark his/her/its letter box by his/her first name and surname or company name, it shall be deemed to have been duly delivered on the date on which it was returned to the insurer.
9. Correspondence sent by the Insurer by registered post or registered post with an advice of delivery shall be deemed duly delivered even in the case that they are received by another person in place of the addressee (e.g. a family member), to whom the post office delivered the correspondence in accordance with the legal regulations pertaining to postal services.

Art. 19

Form of Legal Acts

1. The insurance policy must be concluded in writing, unless the Civil Code provides otherwise.
2. In the event that the Policyholder's acceptance of the offer is found to be invalid due to a failure to accept the offer in writing or for any other reason, and the Policyholder pays the first premium or an instalment thereof in the amount and within the time period specified in the offer (if no time period is stated in the offer, then within one month of the delivery of the offer), the offer shall be deemed to have been received by virtue of the payment of this first premium or an instalment thereof.
3. Legal acts, notices, and requests must be made in writing if they have an effect on:
 - a. the duration and termination of the insurance,
 - b. changes in the premium,
 - c. changes in the scope of the insurance.
4. A legal act, for which a written form is required, shall be valid, in particular, where it is personally signed by the acting person, or where the signature is replaced by a mechanical means, where this is usual, if made by means of a data box, if provided with a guaranteed electronic signature pursuant to a special law, or if it is made via the Insurer's protected internet client portal.
5. Legal acts, notices, and requests, not mentioned in paragraph 3. may be made in writing, over the telephone, by e-mail, via the Insurer's internet application or via a data box, if the Insurer permits delivery to a data box. This applies namely to the reporting of an Insured Event, notification by the Policyholder or the Insured Person pertaining to a change in the surname, residential address, correspondence address, and other contact details, as specified in the policy. Legal acts, notices, and requests pursuant to this paragraph, made other than in writing must be subsequently supplemented in written form, if the Insurer so requests.
6. The insurer is entitled, as regards matters relating to the insurance relationship, namely in connection with the administration of the Insurance and the settlement of Insured Events, to contact other parties to the Insurance by electronic or other technical means (e.g. via telephone, SMS, e-mail, fax, data box), unless agreed otherwise. In electing the form of communication, the Insurer shall take into account the obligations stipulated by the relevant legal regulations and the nature of the information communicated.
7. Legal acts, notices, and requests shall be effective against the other contracting party as soon as they have been received by this party.

Art. 20

Rescue Costs

1. If the Policyholder purposefully incurs costs in averting the immediate threat of an Insured Event or to mitigate the consequences of an Insured Event that has already occurred, it shall be entitled to compensation for these costs from the Insurer, as well as compensation for the loss suffered by the Policyholder in connection with this activity.
2. Compensation for rescue costs incurred in order to save lives or the health of persons is limited to 30% of the agreed insured amount or Insurance Benefit limit. The amount of compensation for rescue costs for the Period of Validity of the insurance policy is limited to CZK 100,000, with the exception of costs incurred by the Policyholder with the Insurer's consent.
3. Compensation for rescue costs is in excess of the framework of the Insurance Benefit limit.

4. If the Insured Person or another person incurred rescue costs in excess of the framework of duties stipulated by law, they shall have the same right to compensation against the Insurer as the Policyholder.

Art. 21

Assignment of Rights to the Insurer

1. If a person entitled to the Insurance Benefit, the Insured or a person incurring rescue costs, became entitled to compensation from another party for a loss or another similar right in connection with an Insured Event which is imminent or has already occurred, this claim, including appurtenances, security and other rights connected therewith, shall pass to the Insurer upon the payment of the Insurance Benefit, up to the amount of the benefits rendered by the Insurer to the Beneficiary. The above shall not apply if this person became entitled to this right against someone with whom he/she lives in a joint household or is dependent on him/her, unless he/she caused the Insured Event intentionally.
2. The person whose right passed to the Insurer shall release the required documents to the Insurer and disclose it all that is necessary in order to exercise the claim. Should this person thwart the passing of this right to the Insurer, the Insurer shall be entitled to reduce the benefits under the Insurance by the amount it could otherwise have received. If the Insurer has already rendered benefits, it shall be entitled to compensation up to this amount.
3. The Beneficiary is obliged to take measures to ensure that the right to compensation which pass to the Insurer under the law do not expire or become statute-barred.
4. The Beneficiary must not enter into an agreement with a third party to relinquish a claim for compensation against this third party if such claims pass to the Insurer.
5. The Beneficiary is obliged to confirm the assignment of rights to the Insurer in writing upon the Insurer's request.
6. If, in connection with the exercise of the claim, the Insurer incurs additional costs due to the fault of the Beneficiary, then the Insurer is entitled to require the Beneficiary to pay such costs

Art. 22

Final Provisions

1. Representations and notifications with respect to the Insurer are only valid if submitted in writing.
2. The language of communication is Czech.
3. Persons with restricted legal capacity shall be represented by their guardian. It is understood that persons who have yet to attain full legal capacity act with the consent of their statutory representative or that this statutory representative acts on their behalf.
4. If payment is made in cash, the date of payment is the date the sum is deposited in favour of the recipient. If the payment is not made in cash, the date of payment is the date the sum is credited to the account of the recipient.
5. The Insurer's costs associated with taking out and administering the insurance come to 20% of the unearned premium.
6. All disputes arising out of or in connection with this Insurance which are not resolved by agreement or out-of-court settlement shall be dealt with by any court having jurisdiction in the Czech Republic in compliance with Czech law.



Supplementary Insurance Terms and Conditions for Foreigners' Health Insurance, applicable outside the Schengen Area and Listed Private Clinics

SIIC FHI dated January 1, 2013

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B. Conditions, General Provisions, p.1	I. Emergency Reunion, p. 11	P. Dental Emergency, p.13
C. Schedule of Benefits/Limits, p.6	J. Return of Mortal Remains, p.11	Q. Reoccurrence of Pre-ex Condition, p.13
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F. PPO Information, p.8	M. Common Carrier Accidental Death, p.12	T. Hospital Indemnity, p.14
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A. **AGREEMENT** – Sirius International Insurance Corporation (publ) (the Company) promises and agrees to provide the Insured Person with the benefits described in the Master Policy, as outlined herein and coverage for which is certified hereunder by the Company. The Company makes this promise and agreement in consideration of the Assured's Application, the Insured Person's Application and payment of Premium, and subject to all of the Terms of the Master Policy and as contained therein, including any Riders. The Master Policy is effective as of January 1, 2013, and shall remain in effect until terminated in accordance with Section B(17), below. This Certificate shall be effective as of the Effective Date of Coverage shown on the Declaration, and shall remain in effect until terminated in accordance with Section B(18), below. This Certificate is not part of the insurance contract. The contract is the Master Policy, the Application, the Declaration, and any applicable Riders. This Certificate is merely a description of and evidence of the Insured Person's rights and benefits under the contract. The Declaration likewise is evidence of the coverage under the contract and a statement of the Effective Date of Coverage, subject always to the terms of coverage contained within the contract. The Company hereby recognizes Access HMO Inc., as the Company's authorized agent and representative, and as the Plan Administrator of the Master Policy and this Certificate. Subject to the provisions of Section B(6), below, all communications, notices and payments to the Company that are required or permitted under the Master Policy and/or as described in this Certificate should be transmitted through the Plan Administrator, and receipt of same by the Plan Administrator shall be considered receipt by the Company. THIS INSURANCE IS ISSUED PURSUANT TO APPLICABLE SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF STATE INSURANCE GUARANTY LAWS TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

B. **CONDITIONS AND GENERAL PROVISIONS** – The following Terms are conditions precedent to the Company's liability under the insurance provided to the Insured Person pursuant to and in accordance with the Terms of the Master Policy, as represented by this Certificate (such insurance being sometimes referred to herein as "this insurance" or "the plan"):

(1) **ENTIRE AGREEMENT** – The Master Policy, including the Application, the Declaration, and any Riders, shall constitute the entire agreement among the Company, the Assured, and the Insured Person. This Certificate, including the Application, the Declaration, and any Riders, is an outline and evidence of the insurance provided by the Master Policy. This Certificate does not extend or change the coverage provided by the Master Policy. The insurance evidenced by this Certificate is subject to all Terms of the Master Policy, including the Application, the Declaration, and any Riders.

(2) **PREMIUM** – Payment of required Premium shall be remitted to the Company on or before the Effective Date of Coverage.

(3) **PROOF OF CLAIM** – When the Company receives notice of a claim for benefits under this insurance from or on behalf of an Insured Person it will provide the Insured Person with Claimant's Statement and Authorization Forms ("Claim Forms") for filing Proof of Claim. The following items must be submitted by or on behalf of the Insured Person to be considered a complete Proof of Claim eligible for consideration of coverage under this insurance ("Proof of Claim"):

- (a) duly completed, timely submitted, and signed Claim Form; and
- (b) all original itemized bills and statements of services rendered from all Physicians, Hospitals and other healthcare or medical service providers involved with respect to the claim; and
- (c) all original receipts for any costs, fees or expenses that have been incurred or paid by or on behalf of the Insured Person with respect to the claim, including without limitation all original receipts for any cash and/or credit card payments

The Insured Person and/or Physician, Hospital and other healthcare and medical service providers and suppliers shall have ninety (90) days from the date a claim is incurred to submit a complete Proof of Claim, and the Company at its option may pend resolution and adjudication of submitted claims and/or may deny coverage for Proof of Claim submitted thereafter; or for incomplete Proofs of Claim; and/or for failure to submit a Proof of Claim; provided, however, that the Company at its option may

waive the requirements of subsection B(3)(a), above, regarding submission of a new Claim Form for subsequent claims incurred by an Insured Person relating to a continuing illness, injury or other medical condition for which a properly completed and signed Claim Form has previously been submitted and received.

(4) APPEALING A CLAIM—In the event the Company denies all or part of a claim, the Insured Person shall have ninety (90) days from the date that the notice of denial was mailed to the Insured Person's last known residence or mailing address to file a written appeal with the Company. Upon receipt of a written appeal, the Company shall have an opportunity for further reasonable investigation and/or review as set forth in Section B(22), and will respond in writing as soon as reasonably practicable, and in any event within ninety (90) days from receipt thereof.

(5) ASSIGNMENT, CHANGE OR WAIVER —Notwithstanding any law, statute, judicial decision, or rule to the contrary which may be or may purport to be otherwise applicable within the jurisdiction, locale or forum state of any healthcare or medical service provider, no transfer or assignment of any of the Insured Person's rights, benefits or interests under this insurance shall be valid, binding, or enforceable against the Company (or the Plan Administrator) unless first expressly agreed and consented to in writing by the Company. Any such purported transfer or assignment not in compliance with the foregoing Terms shall be void ab initio and without effect as against the Company (or the Plan Administrator), and the Company shall have no liability of any kind under this insurance to any such purported transferee or assignee with respect thereto. The Terms of the Master Policy as evidenced by this Certificate shall not be waived, modified or changed except by the express written agreement of the Company.

(6) SERVICE OF SUIT; VENUE CHOICE OF LAW; TRIAL BY COURT—The contract of insurance between the Insured Person and the Company as represented by the Master Policy and evidenced by this Certificate shall be deemed issued, finalized and made in Indianapolis, Indiana. Sole and exclusive jurisdiction and venue for any court action or administrative proceeding relating to this insurance shall be in Marion County, Indiana, for which the Insured Person expressly consents. The subjects, risks and benefits of insurance covered by the Master Policy and evidenced by this Certificate are not intended or considered by the Insured Person or the Company (or the Plan Administrator) to be resident, located, or to be performed in any particular State of the United States. Indiana law shall govern all rights and claims raised under this Certificate of Insurance.

In the event of the failure of the Company to provide benefits or pay or reimburse any amount claimed to be due under this insurance, the Company, at the request of the Insured Person and upon receipt of lawful process or summons, will submit to the jurisdiction of a court of competent subject matter jurisdiction located in Marion County, Indiana, provided there exists an independent statutory and constitutional basis for personal jurisdiction over the Company in said court and by said forum State. The Company consents to personal jurisdiction and venue in the Circuit and/or Superior Courts of Marion County, Indiana, and in the United States District Court for the Southern District of Indiana, Indianapolis Division (assuming that federal jurisdiction is otherwise appropriate and lawful). All trials regarding any dispute under this insurance shall be exclusively presented to and determined solely by the court as the trier of fact, without a jury. The Company reserves the right, acting by and through the Plan Administrator, to initiate and pursue actions for declaratory judgment and/or other appropriate relief with respect to the validity, binding effect, administration of and/or any dispute or controversy arising under this insurance. In any suit instituted by or against the Company pursuant to the Terms of this Section B(6), the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

Nothing in this Section B(6) constitutes or should be deemed, considered or understood to constitute a waiver of the Company's rights to: (i) oppose venue, procedural and/or substantive choice of law, personal jurisdiction, or subject matter jurisdiction in any forum other than the Circuit or Superior Courts of Marion County, Indiana, or the United States District Court for the Southern District of Indiana, Indianapolis Division (assuming that federal jurisdiction is otherwise appropriate and lawful), (ii) commence an action in any court of competent jurisdiction in or outside of the United States, (iii) remove an action to a United States District Court, or (iv) seek transfer of a case to another court forum as permitted by the laws of such forum or the laws of the United States or of any State in the United States, as applicable; all of which rights are expressly reserved and retained.

Subject to and without limiting, expanding, superceding, modifying or waiving any of the foregoing Terms contained in this Section B(6), pursuant to any statute of any State, territory or district of the United States which makes provision thereof, the Company hereby designates the Superintendent, Commissioner, or Director of Insurance (or such other officer specified for that purpose in the statute), or his successor or successors in office, as its true and lawful attorney, under a special power of attorney, upon whom may be served any lawful process issued in connection with the initiation of any action, suit or proceeding instituted by or on behalf of the Insured Person arising out of this insurance, including specifically the Commissioner of Insurance for the Indiana Department of Insurance, 311 West Washington Street, Suite 300, Indianapolis, IN 46204, and hereby designates and appoints John P. Dearie, Jr., Esq., Edwards & Angell, LLP, 750 Lexington Avenue, New York, New York 10022, as its attorney-in-fact and agent for service of process to whom said officer or Commissioner is authorized to mail or serve any such process or true copy thereof.

For Florida residents only: If any disputes shall arise under the terms and conditions of this Certificate, such dispute may be referred to arbitration in accordance with the procedures of the American Arbitration Association. Any such arbitration shall be held within 50 miles of the Insured Person's residence, with the Company to pay costs and fees (not including any attorney fees) of the proceeding in excess of \$500.00.

(7) MISREPRESENTATION —Any misstatement, omission, concealment or fraud, either in the Insured Person's Application which forms a part of the Master Policy and this Certificate, or in relation to any statement, certification or warranty made by the Insured Person or his/her representatives, agents or proxies, whether in writing or otherwise, to the Company or the Plan Administrator or their respective agents, employees or representatives, or in connection with the making of any claim under this insurance, shall render the Declaration and this Certificate null and void and all claims and benefits under this insurance shall be forfeited and waived.

- (8) INSOLVENCY –The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors or dissolution of the Assured or any Insured Person shall not impose upon the Company any liability or obligation other than that specifically included in this insurance.
- (9) SUBROGATION CLAUSE –The Insured Person shall undertake to pursue in his/her own name and stead, and to fully cooperate with the Company in the pursuit and prosecution of, any and all valid claims that the Insured Person may have against any third party who may be liable or responsible for any loss or damage arising out of any act, omission or occurrence which results or may result in a loss payment, provision of benefits, or coverage of claim by the Company under this insurance, and to fully account to the Company for any amounts recovered or recoverable in connection therewith, on the basis that the Company shall be reimbursed and entitled to recover first in full for any sums paid or to be paid by it before the Insured Person shares in any amount so recovered. Should the Insured Person fail to cooperate, account, or to prosecute any valid claims against any such third party or parties, and the Company thereupon or otherwise becomes liable or otherwise obligated to make payment under the Terms of this insurance, then the Company shall be fully subrogated to all rights and interests of the Insured Person with respect thereto and may prosecute such claims in its own name as subrogee. The Insured Person's submission of Proof of Claim or acceptance of coverage or benefits under this insurance shall be deemed to constitute an authorization, consent and assignment of such subrogation rights by the Insured Person to the Company. Any amount recovered by the Company in accordance with the foregoing shall first be used to pay in full the costs and expenses of collection incurred by the Company, including reasonable attorneys' fees, and for reimbursement to the Company for any amount that it may have paid or become liable to pay under this insurance. Any remaining amounts recovered shall be paid to the Insured Person or other persons lawfully entitled thereto, as applicable.
- (10) OTHER INSURANCE –The Company shall not be liable or obligated to provide any coverage or benefits or to pay or reimburse any claim under this insurance if there is any other insurance, membership benefit, workers' or workplace compensation coverage program or other government program, reimbursement or indemnification coverage, right of contribution, recoupment or recovery, contract, or any other third-party obligation or liability for provision of benefits ("Other Coverage") which would, or would but for the existence of this insurance, be available or obligated to provide such benefit or to pay or reimburse or provide indemnity for such claim, except in respect of any excess beyond the amount payable or provided under such Other Coverage had this insurance not been effected. The Company shall not be liable or obligated to provide any benefit or to pay or reimburse any claim in respect to Treatment or supplies furnished by any program or agency funded by any government or governmental authority.
- (11) CANCELLATION BY INSURED PERSON –The Insured Person may request cancellation of the Declaration and this Certificate, and full return of Premium, by giving the Company written notice thereof prior to the Effective Date of Coverage, whereupon all coverages and benefits under this insurance shall be cancelled, void and without effect. After the Effective Date of Coverage, the Premium is fully earned and is non-refundable.
- (12) APPLICABLE CURRENCY –All benefit amounts, coverages, monetary limits and sub-limits, and other amounts stated in the Master Policy, the Application, the Declaration, this Certificate, and in any Riders, including Premium, are in U.S. dollars.
- (13) COOPERATION –The Insured Person and his/her Physicians, Hospitals and other healthcare and medical service providers and suppliers shall undertake to cooperate fully with the Company and the Plan Administrator in reviewing, investigating, adjudicating, considering an appeal of, and/or administering any claim for benefits under this insurance, including granting full right of access to all relevant or related medical documentation, medical histories, reports, lab or test results, x-rays, and all other available evidence relating to or affecting the review, investigation, adjudication or administration of the claim. The Company at its option may suspend or pending adjudication of a claim, and/or may deny benefits and/or coverage for a claim, when there has been: (i) a refusal to cooperate, (ii) an unreasonable delay in such cooperation, and/or (iii) any other act or omission on the part of the Insured Person and/or his/her healthcare providers which hinders, delays, impairs, or otherwise prejudices the performance of the Company's obligations under this insurance.
- (14) CLAIM SETTLEMENT –Eligible and covered claims for Eligible Medical Expenses or other benefits under this insurance that have previously been paid by or on behalf of the Insured Person at the time of the Company's favorable adjudication thereof will be reimbursed by the Company directly to the Insured Person, by check, at his/her last known residence or mailing address. While this insurance is in effect, in order to effectuate proper administration the Insured Person shall undertake to promptly notify the Company of any change in such addresses. Eligible and covered claims for Eligible Medical Expenses or other benefits under this insurance that have not been paid by or on behalf of the Insured Person at the time of adjudication will be paid by the Company by check or wire transfer to the Insured Person at his/her last known residence or mailing address, or, at the sole option and discretion of the Company (but without obligation to do so), and as an accommodation to the Insured Person, directly to the provider(s), as applicable. All claim settlements, payments and reimbursements are subject to the applicable Deductible and Coinsurance, if any, and to the benefit limits and sub-limits and all other Terms of this insurance. No healthcare or medical service provider or supplier, or any other third-party, shall have any direct or indirect claim or right of action against the Company under this Certificate, the Declaration or the Master Policy, whether by purported assignment of benefits, subrogation of interest or otherwise, unless first expressly agreed and consented to in writing by the Company, and notwithstanding the Company's exercise or failure to exercise any option or discretion under this Section regarding the method of claim payment. No such provider, supplier or other third-party is intended to have or shall have any rights as a third-party beneficiary under this Certificate, the Declaration, or the Master Policy.
- (15) FRAUDULENT CLAIMS –If any claim or request for benefits under this insurance shall be in any respect fraudulent or deceitful, or if the Insured Person or anyone acting for or on his/her behalf under this insurance uses any fraudulent or deceitful means or devices, all past, present and future benefits, coverages and claims under this insurance shall be forfeited and waived by the Insured Person and may be cancelled, voided, rescinded and terminated by the Company in its sole and absolute discretion, and the Company shall have no obligation or liability for any such benefits, coverages or claims.

(16) ARBITRATION –With the exception of Florida residents' option to refer to arbitration, no claim for benefits for which liability, eligibility, or coverage under this insurance has been denied in whole or in part by the Company nor any other dispute or controversy arising under or related to this insurance shall be arbitrable or subject to arbitration under any circumstances or for any reason.

(17) TERMINATION OF MASTER POLICY –The Master Policy can be terminated at any time by either the Company or the Assured by giving at least thirty (30) days written notice to the other and to the Insured Person. Such termination will have no effect on this Certificate prior to the date of the termination, or on eligible coverages or benefits under this insurance accrued prior thereto. No additional Certificates will be issued or further Applications accepted for the plan after the date the Master Policy is terminated.

(18) TERMINATION OF COVERAGE FOR INSURED PERSONS –Coverage and benefits for the Insured Person under this insurance will terminate effective at 12:01 AM, EST, on the earliest of the following dates:

- (a) the next day following the end of the coverage period for which Premium has been fully and timely paid; or
- (b) the date that the Insured Person no longer is insured under either a group or individual medical insurance plan for medical expenses incurred in Home Country; or
- (c) the termination date as shown on the Declaration for this Certificate; or
- (d) the date the Master Policy is terminated pursuant to Section B(17), above; or
- (e) the dates specified by the Company in any notice of cancellation, forfeiture or rescission issued pursuant to or as a result of the circumstances set forth in Sections B(7) or B(15), above, or B(20), below.

Coverage for the Insured Person shall remain in full force and effect unless terminated pursuant to the provisions of this Section B(18), except as otherwise provided in the Master Policy, the Declaration, or this Certificate.

(19) PATIENT ADVOCACY –Neither the Company nor the Plan Administrator shall have any right, obligation, or authority of any kind to ultimately select Physicians, Hospitals, or other healthcare or health service providers for the Insured Person or to make any medical Treatment decisions for or on behalf of the Insured Person, and all such decisions shall be made solely and exclusively by the Insured Person and/or his/her guardians, family members and treating Physicians and other healthcare providers. Subject to the foregoing, the Company may determine that a particular claim, benefit, Treatment, or diagnosis occurring under or relating to this insurance may be placed under the Company's "Patient Advocacy" program to ensure that Medically Necessary Treatment and supplies are provided in the most cost effective manner. In the event the Company determines that a claim, benefit, Treatment, or diagnosis meets the Company's Patient Advocacy program guidelines, the Company will notify the Insured Person as soon as reasonably practicable, and a Patient Advocate will be assigned to the Insured Person. Thereafter, the Company's Patient Advocate may make evaluations and/or recommendations of Treatment settings and/or procedures and/or supplies that may be more cost effective for the Company and/or the Insured Person. Such recommendations will be made with input from the Insured Person and/or the Insured Person's guardians, family members and treating Physicians and other healthcare providers, and will be made only when it can be reasonably demonstrated that the Medically Necessary Treatment and/or supplies can be provided in a more cost effective manner to the Company and/or the Insured Person. The Company will use its best efforts to evaluate and recommend Treatment settings and/or procedures and/or supplies that can reasonably be expected to result in the same or better care of the Insured Person. The Insured Person is under no obligation to accept or follow any of the Company's recommendations. However, if the Insured Person accepts and follows any of the Company's recommendations, the Insured Person agrees to hold the Company and the Company's agents and representatives, including the Patient Advocate, harmless from same, and the Company shall not be held liable or otherwise responsible for any Treatment or supply provided to the Insured Person except for the payment of claims and benefits eligible for coverage under the Terms of this insurance. After the Insured Person has been notified that the claim, Treatment, benefit or diagnosis meets the Company's Patient Advocacy program guidelines, the Company reserves the right, at its option and in its sole discretion without liability, to:

- (a) make payment for Treatment and/or supplies which, although not expressly covered under this insurance, may be beneficial to the Insured Person and cost effective to the Company; and/or
- (b) deny coverage and/or benefits for any charges, including Eligible Medical Expenses otherwise eligible for coverage but for the Terms of this Section, which exceed the amount the Company would have covered had the Insured Person accepted and followed the recommendations of the Patient Advocacy program.

(20) RIGHT OF RECOVERY –In the event of overpayment by the Company of any claim for benefits under this insurance, for any reason, including without limitation because:

- (a) all or part of the claim was not incurred by or paid by or on behalf of the Insured Person; or
- (b) the Insured Person or any member of the Insured Person's family, whether or not the family member is or was an insured person under this insurance plan, is repaid or is entitled to be repaid for all or part of the claim by Other Coverage or by or from a source other than the Company; or
- (c) all or part of the claim was not eligible for payment or coverage under the Terms of this insurance; or

- (d) all or part of the claim was paid or reimbursed based on an incorrect or mistaken application of benefits under this insurance; or
- (e) all or part of the claim has been excused, waived, abandoned, forfeited, discounted or released by the provider or supplier; or
- (f) the Insured Person is not liable or responsible as a matter of law for all or part of a claim;

the Company shall have the right to a refund of and to recover the amount of overpayment from the Insured Person and/or the Hospital, Physician, or other provider of services or supplies, as the case may be. For overpayment of claims under subparagraphs B(20)(c) and (d), above, the amount of the refund and recovery shall be the difference between: (i) the amount actually paid by the Company; and (ii) the amount, if any, that should have been paid by the Company under the Terms of this insurance. For all other overpayments, the amount of the refund and recovery shall be the amount overpaid. If the Insured Person or the Hospital, Physician or other provider of services or supplies does not promptly make any such refund to the Company, the Company may, in addition to any other rights or remedies available to it (all of which are reserved): (i) reduce or deduct from the amount of any future claim that is otherwise eligible for coverage or payment under this insurance, to the full extent of the refund due to the Company; and/or (ii) cancel this Certificate and all further coverage of the Insured Person under the Master Policy by giving thirty (30) days advance written notice by mail to the Insured Person at his/her last known residence or mailing address, and offset against the amount of any pro-rata refund of Premium due the Insured Person to the full extent of the refund due to the Company.

(21) RENEWAL/AMENDMENT—Coverage under Access HMO Gold International plan may be renewed for extended periods of coverage in increments of 12 months up to a maximum total of thirty-six (36) continuous months. Any one Period of Coverage may not exceed twelve (12) months. If any Period of Coverage under this insurance has lapsed or terminated for any reason, coverage under the Access HMO Gold International plan cannot be renewed, but may be separately written under a new Certificate (only after all applicable eligibility guidelines are met). A new Application with premium must be received by the Company in order to affect newly written coverage, and upon acceptance, a new Certificate will be issued and a new initial Period of Coverage will be established. New deductibles, scheduled benefit limits and sub-limits, conditions of coverage, eligibility requirements, and Pre-existing Condition exclusions will apply to any separately written and non-continuous coverage periods.

(a) At the time of any request for renewal, the Insured Person must satisfy all of the then-current eligibility requirements for this insurance, as established by the Company at its sole discretion (see e.g., Section D); and

(b) The maximum period of continuous coverage under this insurance, including the initial Period of Coverage and any renewed Period(s) of Coverage, may not exceed a total of thirty-six (36) continuous months; and

(a) Upon the Company's acceptance of a renewal Application, a new Declaration of Insurance and the then-current form of Certificate of Insurance for this insurance plan will be issued to the Insured Person by the Company.

The Company's commitment and the Insured Person's ability to renew is also subject to termination upon thirty (30) days written notice to the other party prior to the expiration date of the then existing Period of Coverage. The Company reserves the right in its sole discretion to make changes, additions and/or deletions to the Terms of the Master Policy, this Certificate, renewals or replacements of either, and/or to the Access HMO Gold International insurance plan (including the issuance of Riders to effectuate same) at any time or from time to time after the Effective Date of Coverage of this Certificate, upon no less than ninety (90) days prior written notice to the Assured and the Insured Person (Notice of Amendment). The Notice of Amendment shall include a completed description of the changes, additions and/or deletions to be made, the effective date thereof (the Change Date), and notice of the Insured Person's cancellation rights as set forth below, and shall be sent first class mail, postage pre-paid, to the last known residence or mailing address of the Insured Person. Upon issuance of the Notice of Amendment, the Assured and/or the Insured Person shall have the right to request cancellation of this Certificate, above, at any time prior to the Change Date; provided, however, that cancellation under this Section B(21) shall be at the option of the Insured Person, and coverage under this insurance shall terminate with effect from the cancellation date specified by the Insured Person (subject to the provisions of Sections B(18)(a)-(d)). If the Insured Person does not elect to cancel this Certificate in accordance with the foregoing, the changes, additions and/or deletions as made by the Company and specified in said Notice of Amendment shall take effect as of the Change Date specified in the Company's Notice, and this insurance shall thereafter continue in effect in accordance with its Terms, as so amended and modified.

(22) EXPLANATION OR VERIFICATION OF BENEFITS – In the event of any verbal or telephone inquiry, every attempt will be made to help the Insured Person and his/her healthcare providers and suppliers understand the status, scope and extent of available benefits and coverages under this insurance; provided, however, that no statement made by any agent, employee or representative of the Company or the Plan Administrator will be deemed or construed as an actionable representation, promise, or an estoppel, or will create any liability against the Company or the Plan Administrator or be deemed or construed to bind the Company or to modify, replace, waive, extend or amend any of the Terms of the Master Policy or this Certificate, unless expressly set forth in writing and signed by an authorized agent or representative of the Company. Actual eligibility determinations, benefit verifications, final coverage decisions and claim adjudications, and final payments and/or reimbursements of benefits or claims shall be determined and adjudicated only after or at the time a proper and complete Application and/or Proof of Claim is submitted (as the case may be), an opportunity for reasonable investigation and/or review is provided, cooperation required hereunder received, and all facts and supporting information, including relevant medical records when deemed necessary or appropriate by the Company, are represented in writing. Appealed claims may be further investigated and/or reviewed. The Terms of the Master Policy govern all available coverages and payments made or to be made. If a definite answer to a specific benefit or coverage question is required for any reason, the Insured Person or his/her healthcare providers may submit a written request to the Company, including all pertinent medical information and a statement from the attending Physician (if applicable), and a written

reply will be sent by the Company and kept on file. If the Company elects to verify generally and/or preliminarily to a provider or the Insured Person that an Injury, Illness, diagnosis or proposed Treatment is or may be covered under this insurance, or that benefits for same are or may be available as outlined in this Certificate, any such verification of benefits does not guarantee either payment of benefits or the amount or eligibility of benefits. Final eligibility determinations, coverage decisions, claim appeals, and actual reimbursement or payment of claims or benefits are subject to all Terms of this insurance, including without limitation filing a proper and complete Proof of Claim under Section B(3) and cooperation under Section B(13).

C. SCHEDULE OF BENEFITS/LIMITS – Subject to the Terms of this insurance, including without limitation the Deductible and Coinsurance (unless otherwise expressly set forth to the contrary), the Exclusions set forth in Section U. of the Master Policy and this Certificate, and the various limits and sub-limits set forth below, the Company promises to provide the Insured Person the following summary of benefits and coverages arising out of Injury or Illness incurred while this Certificate is in effect:

<u>Benefit/Other</u>	<u>Limit/Sub-limit</u>
<u>Maximum Limit</u>	Age 15 days to 69 years: US\$1,000,000 per Period of Coverage Age 70–75 years: US\$ 50,000 per Period of Coverage
<u>Maximum Trip Duration</u>	As shown on the Declaration of Insurance
<u>Deductible</u>	US\$250 per Insured Person per covered Illness. The Deductible shall be waived for claims incurred as the result of a covered Accident.
<u>Emergency Room Deductible</u>	An additional Deductible of \$250 will be applied for each Emergency Room visit for treatment of an Illness which does not result in a direct Hospital admission.
<u>Coinsurance</u>	For Treatment received outside the US & Canada: No Coinsurance For Treatment received within the US & Canada: In the PPONetwork: The plan pays 90% of Eligible Medical Expenses up to US\$5000, then 100% up to Maximum Limit Outside of the PPONetwork: The plan pays 80% of Eligible Medical Expenses up to US\$5000, then 100% up to Maximum Limit
<u>Benefit Period</u>	30 days to a maximum of \$5000. See Section V, “Definitions; <u>Benefit Period</u> ” for further Terms.
<u>Accidental Death & Dismemberment Benefit</u>	US\$25,000 (Not subject to Deductible and Coinsurance). See Section L for further Terms.
<u>Common Carrier Accidental Death Benefit</u>	US\$50,000 per Insured Person, maximum of \$250,000 per Family involved in the same Accident. See Section M for further Terms.
<u>Sudden and Unexpected Recurrence of a Pre-existing Condition</u>	Subject to the Deductible, up to US\$5,000 per Period of Coverage. See Section Q for further Terms.
<u>Dental Emergency</u>	Subject to the Deductible, up to US\$100 for the necessary Treatment of Unexpected pain to sound natural teeth.
<u>Emergency Medical Evacuation</u>	Subject to the Deductible, up to US\$25,000 for Eligible Medical Expenses for an Emergency Medical Evacuation arising or resulting from a sudden and Unexpected recurrence of a Pre-existing Condition eligible for coverage under Section Q. For Eligible Medical Expenses for an Emergency Evacuation resulting from all other covered incidents, if under the age of 66, up to Maximum Limit, if age 66 to 75, up to US\$50,000. All evacuations must be approved in advance and coordinated by the Company. See Sections H and Q for further Terms.
<u>Emergency Reunion</u>	Subject to the Deductible, up to a US\$50,000 lifetime maximum and limited to a maximum of 15 days. Must be approved in advance and coordinated by the Company. See Section I for further Terms.
<u>Return of Minor Children</u>	Subject to Deductible, up to US\$50,000. Must be approved in advance and coordinated by the Company. See Section R for further Terms.
<u>Return of Mortal Remains</u>	Subject to Deductible, up to US\$50,000 per Insured Person. Must be approved in advance and coordinated by the Company. See Section J for further Terms.

<u>Political Evacuation And Repatriation</u>	Limited to a US\$10,000 lifetime maximum. Must be approved in advance and coordinated by the Company. See Section K for further Terms.
<u>Local Ambulance Expense</u>	Subject to Deductible, Usual, Reasonable and Customary. See Section G(4)(k) and (l) for further Terms.
<u>Hospital Room & Board</u>	Subject to Deductible, the average semi-private room rate, including nursing service. See Section G(1)(a) for further Terms.
<u>Intensive Care Unit</u>	Subject to Deductible, Usual, Reasonable and Customary. See Section G(1)(b) for further Terms.
<u>Eligible Medical Expenses</u>	Subject to Deductible, Usual, Reasonable and Customary. See Section G for further Terms.
<u>Pre-certification</u>	50% reduction of Eligible Medical Expenses if Pre-certification provisions are not met. See Section E for further Terms.
<u>Hospital Indemnity</u>	US\$100 per day paid directly to the Insured Person for each night of a required hospital stay that is covered under all terms and conditions of this plan up to a maximum of 10 nights per Period of Coverage. Not subject to Deductible or Coinsurance. See Section T for further Terms.
<u>Trip Interruption</u>	Not subject to Deductible, up to US\$5,000 per Insured Person per Period of Coverage. See Section N for further Terms.
<u>Lost Luggage</u>	Not subject to Deductible, up to US\$50 per item of luggage, \$250 maximum per Insured Person per Period of Coverage. See Section O for further Terms.
<u>Identity Theft</u>	Up to US\$500 per Period of Coverage. Not subject to Deductible or Coinsurance. See Section S for further Terms.

D. ELIGIBILITY – If an Insured Person is not eligible, this Certificate is void ab initio and all premium paid will be refunded. In order to be eligible and qualified for coverage under this insurance, a person must:

- (1) complete and sign an Application as the Insured Person (or be listed thereon by proxy as an applicant and proposed Insured Person), and/or as the Insured Person's spouse and/or Dependent Child; and
- (2) be at least 15 days old and under the age of 76; and
- (3) intend to legally depart the Home Country and legally enter the Host Country one or more times during the Period of Coverage; and
- (4) not be a citizen of the Host Country; and
- (5) pay the required Premium on or before the Effective Date of Coverage; and
- (6) must be a citizen of the United States of America; and
- (7) must be covered by an individual or group medical plan for expenses incurred in Home Country, which is in effect on the Effective Date of this plan and remains in effect during the duration of this plan.

E. PRE-CERTIFICATION PROVISIONS/REQUIREMENTS – Pre-certification is a general determination of Medical Necessity, only, and all such determinations are made by the Company (acting through its authorized agents and representatives) in reliance and based upon the completeness and accuracy of the information provided by the Insured Person and/or his/her relatives, guardians and/or healthcare providers at the time of Pre-certification. The Company reserves the right to challenge, dispute and/or revoke a prior determination of Medical Necessity based upon subsequent information obtained. Pre-certification is not an assurance, authorization, preauthorization, or verification of Treatment or coverage, a verification of benefits, or a guarantee of payment. The fact that Treatment or supplies are Pre-certified by the Company does not guarantee the payment of benefits, the availability of coverages, or the amount of or eligibility for benefits. The Company's consideration and determination of a Pre-certification request, as well as any subsequent review or adjudication of all medical claims submitted in connection therewith, shall remain subject to all of the Terms of the Master Policy and this Certificate, including exclusions for Pre-existing Conditions and other designated exclusions, benefit limitations and sub-limitations, and the requirement that claims be Usual, Reasonable and Customary. Also, any consideration or determination of a Pre-certification request shall not be deemed or considered as the Company's approval, authorization or ratification of, recommendation for, or consent to any diagnosis or proposed course of Treatment. Neither the Company nor the Plan Administrator (nor anyone acting on their respective behalfs) has any authority or obligation to select Physicians, Hospitals, or other healthcare providers for the Insured Person, or to make any diagnosis or medical Treatment decisions on behalf of the Insured Person, and all such decisions must be made solely and exclusively by the Insured Person and/or his/her family members or guardians, treating Physicians and other healthcare providers. If the Insured Person and his/her healthcare providers comply with the Pre-certification requirements of the Master Policy and this Certificate, and the Treatment or supplies are Pre-certified as Medically Necessary, the Company will reimburse the Insured Person for

Eligible Medical Expenses incurred in reliance thereto, subject to all Terms of this insurance, including the Deductible and Coinsurance. Eligibility for and payment of benefits are subject to all of the Terms of this insurance.

(1) SPECIFIC REQUIREMENTS – The following Treatments and/or supplies must always be Pre-certified for Medical Necessity by the Company through the Plan Administrator:

- (a) Inpatient Treatment and/or supplies of any kind.
- (b) any Surgery or Surgical procedure.
- (c) any Treatment in an Extended Care Facility.
- (d) any Home Nursing Care.
- (e) Durable Medical Equipment.
- (f) artificial limbs.
- (g) Computerized Axial Tomography (CAT Scan).
- (h) Magnetic Resonance Imaging (MRI).

(2) GENERAL REQUIREMENTS – To comply with the Pre-certification requirements of this insurance for the Treatments and/or supplies listed in Section E(1), above, the Insured Person or his/her Physician or healthcare provider must:

(a) contact the Company through the Plan Administrator at the telephone numbers printed on the Insured Person's ID card, as soon as possible before the Treatment or supply is to be obtained, as follows:

Inside the United States:	+1-616-855-7670
Outside the United States:	+420.776 162 499
E-mail:	claims@accesshmo.com
Website:	www.accesshmo.com

(b) comply with the instructions of the Company and submit any information or documents required by the Company; and

(c) notify all Physicians, Hospitals and other healthcare providers that this insurance contains Pre-certification requirements and ask them to fully cooperate with the Company.

(3) LOSS OF COVERAGE/BENEFITS FOR NON-COMPLIANCE WITH PRE-CERTIFICATION REQUIREMENTS – If the Insured Person or his/her healthcare providers do not comply with the foregoing Pre-certification requirements, all Eligible Medical Expenses incurred with respect to said Treatments and/or supplies will first be reduced by fifty percent (50%), the applicable Deductible will be subtracted from the reduced amount, the Coinsurance will then be applied to the remainder of the reduced amount as applicable, and further benefits, if any, will be available only for the remaining balance of the reduced amount thereafter.

(4) EMERGENCY PRE-CERTIFICATION – In the event of an Emergency Hospital admission, Pre-certification must be completed within forty-eight (48) hours after the admission, or as soon as is reasonably possible.

(5) CONCURRENT REVIEW – For Inpatient Treatment of any kind, the Company will Pre-certify a limited number of days of confinement based upon the disclosed medical condition. Thereafter, Pre-certification must again be requested and approved if additional days of Inpatient Treatment are necessary.

(6) APPEAL PROCESS – If the Insured Person disagrees with a Pre-certification decision of the Company, the Insured Person may in writing ask the Company to reconsider the decision and may supply additional documentation to support the appeal. The Company may reconsider its decision based on review of the additional documentation and facts, if any. The Company will advise the Insured Person of its decision.

F. UNITED STATES PREFERRED PROVIDER ORGANIZATION (PPO)

PPO Information: The Company, through the Plan Administrator, endeavors to maintain a contractual arrangement with one or more independent Preferred Provider Organizations (PPO) that has established and maintains a network of U.S.-based Physicians, Hospitals and other healthcare and health service providers who are contracted separately and directly with the PPO and who may provide re-pricings, discounts or reduced charges for Treatment or supplies provided to the Insured Person. Neither the Company nor the Plan Administrator has any authority or control over the operations or business of the PPO, or over the operations or business of any provider within the independent PPO network. Neither the PPO nor any provider within the PPO network nor any of their respective agents, employees or representatives has or shall have any power or authority whatsoever to act for or on behalf of the Company or the Plan Administrator in any respect, including without limitation no power or authority to: (i) approve Applications or enrollments for initial, renewal or reinstated coverage under this insurance plan or to accept Premium payments, (ii) accept risks for or on behalf of the Company, (iii) act for, speak for, or bind the Company or the Plan Administrator

any way, (iv) waive, alter or amend any of the Terms of the Master Policy or this Certificate or waive, release, compromise or settle any of the Company's rights, remedies, or interests thereunder or hereunder, or (v) determine Pre-certification, eligibility for coverage, verification of benefits, or make any coverage, benefit or claim adjudication or decision of any kind. It is not a requirement of this insurance that the Insured Person seek Treatment or supplies exclusively from a provider within the independent PPO network. However, the Insured Person's use or non-use of the PPO network may affect the scope and extent of benefits available under this insurance, including without limitation the applicable Deductible, Coinsurance and Extra Deductible, as set forth above. An Insured Person may contact the Company through the Plan Administrator and request a PPO Directory for the area where the Insured Person will be receiving Treatment (therein listing the Physicians, Hospitals and other healthcare providers within the PPO network by location and specialty), or may visit the Plan Administrator's website at <https://www.accesshmo.com> to obtain such information.

G. ELIGIBLE MEDICAL EXPENSES – Subject to the Terms of this insurance, including without limitation the Deductible, and the various limits and sub-limits set forth in the Schedule of Benefits/Limits contained in Section C, above, and the Exclusions set forth in Section U, below, the Company will reimburse the Insured Person for the following costs, charges and expenses ("Charges") incurred by the Insured Person during the Period of Coverage or any applicable Benefit Period with respect to an Illness or Injury suffered or sustained by the Insured Person during the Period of Coverage and while this Certificate is in effect, so long as the Charges are Usual, Reasonable and Customary and are incurred for Treatment or supplies that are Medically Necessary ("Eligible Medical Expenses"):

(1) Charges incurred at a Hospital for:

- (a) daily room and board and nursing services not to exceed the average semi-private room rate; and
- (b) daily room and board and nursing services in an Intensive Care Unit; and
- (c) use of operating, Treatment or recovery room; and
- (d) services and supplies which are routinely provided by the Hospital to persons for use while Inpatient; and
- (e) Emergency Room Treatment of an Injury, even if Hospital confinement is not required; and
- (f) Emergency Room Treatment of an Illness; however an additional \$250 deductible will be required unless the Insured Person is directly admitted to the Hospital as Inpatient for further Treatment of that Illness;

(2) Charges incurred for Surgery at an Outpatient Surgical facility, including services and supplies; and

(3) Charges by a Physician for professional services rendered, including Surgery; provided, however, that charges by or for an assistant surgeon will be limited and covered at the rate of twenty percent (20%) of the Usual, Reasonable and Customary charge of the primary surgeon; and provided, further, that standby availability of a Physician or surgeon will not be deemed to be a professional service and is not eligible for coverage; and

(4) Charges incurred for:

- (a) dressings, sutures, casts or other supplies that are Medically Necessary; and
- (b) diagnostic testing using radiology, ultrasonographic or laboratory services (psychometric, behavioral and educational testing are not included); and
- (c) Implant devices that are Medically Necessary; however any Implants provided by a non-PPO provider are limited to payment of no more than 150% of the established invoice price and/or list price for that item.; and
- (d) subject to the Terms of Sections T(10)(b), (c) and (d), basic functional artificial limbs, eye or larynx or breast prostheses, but not their replacement or repair thereof; and
- (e) hemodialysis and the Charges by a Hospital for processing and administration of blood or blood components, but not the cost of the actual blood or blood components; and
- (f) oxygen and other gasses and their administration; and
- (g) anesthetics and their administration by a Physician; and
- (h) drugs which require prescription by a Physician for Treatment of Illness or Injury, but not for the replacement of lost, stolen, damaged, expired or otherwise compromised drugs, and for a maximum supply of ninety (90) days of any one prescription; and
- (i) care in a licensed Extended Care Facility upon direct transfer from an acute care Hospital; and
- (j) Home Nursing Care in bed by a qualified licensed professional, provided by a Home Health Care Agency upon direct transfer from an acute care Hospital; and
- (k) Emergency Local Ambulance Transport necessarily incurred in connection with Injury; and

- (l) Emergency Local Ambulance Transport necessarily incurred in connection with an Illness resulting in Hospitalization; and
- (m) Accident-related Dental Treatment and Dental Surgery, as necessary to restore or replace sound natural teeth lost or damaged in an Accident leading to an Injury that is covered under this insurance; and
- (n) physical therapy prescribed by a Physician and performed by a professional physical therapist, and necessarily incurred to continue recovery from a covered Injury or covered Illness; and
- (o) Medically Necessary rental of Durable Medical Equipment, up to the purchase price.

(5) Subject to the Terms of Section U, Exclusions, subsection 1(e) "War; Military Action" and Section T, subsection 2. "Terrorism", below, and subject also to the Deductible, Coinsurance and limits and sublimits set forth in Section C of the Certificate "Schedule of Benefits/Limits," the Company will pay and/or reimburse the Insured Person up to \$50,000 for the Eligible Medical Expenses described in Sections G.1-4, a-oo of the Certificate arising out of Injury or Illness incurred by the Insured Person as a result of or in connection with an act of Terrorism while this insurance is in effect.

H. EMERGENCY MEDICAL EVACUATION BENEFIT – Subject to the applicable Maximum Limit set forth in the Schedule of Benefits/Limits set forth in Section C, above, and the other Terms of this insurance, including the Exclusions set forth in Section T and the Conditions and Restrictions set forth below, the Company will reimburse the Insured Person for the following transportation costs, when the Company or Plan Administrator arranges such transportation, and expenses incurred by the Insured Person arising out of or in connection with an Emergency Medical Evacuation occurring while this Certificate is in effect and during the Period of Coverage:

- (1) Emergency air transportation to a suitable airport nearest to the Hospital where the Insured Person will receive Treatment or to their Home Country; and
- (2) Emergency ground transportation necessarily preceding Emergency air transportation and from the destination airport to the Hospital where the Insured Person will receive Treatment or to their Home Country; and
- (3) Return ground and air transportation, upon medical release by the attending Physician, to the country where the evacuation initially occurred or to the Insured Person's Home Country, at the Insured Person's option.

Conditions and Restrictions – To be eligible for coverage for Emergency Medical Evacuation benefits the Insured Person must be in compliance with all Terms of this insurance. The Company will provide Emergency Medical Evacuation benefits only when the condition, Illness, Injury or occurrence giving rise to the Emergency Medical Evacuation is covered under the Terms of this insurance, subject to the provisions of subparagraph (f)(ii), below. The Company will provide Emergency Medical Evacuation benefits only when all of the following conditions and restrictions are met:

- (a) Medically Necessary Treatment cannot be provided locally; and
- (b) transportation by any other means or methods would result in loss of the Insured Person's life or limb based upon a reasonable medical certainty; and
- (c) Emergency Medical Evacuation is recommended by the attending Physician who certifies to the matters in subparagraphs (a) and (b), above; and
- (d) Emergency Medical Evacuation is agreed to by the Insured Person or a Relative of the Insured Person; and
- (e) Emergency Medical Evacuation is approved in advance and all arrangements are coordinated by the Company; and
- (f) the condition, Illness, Injury or occurrence giving rise to the need for the Emergency Medical Evacuation:
 - (i) occurred suddenly, Unexpectedly, and spontaneously, and without: (1) advance warning, (2) advance Treatment, diagnosis or recommendation for Treatment by a Physician, and (3) prior manifestation of symptoms or conditions which would have caused a reasonably prudent person to seek medical attention prior to the onset of the Emergency, and
 - (ii) was not a Pre-existing Condition; provided, however that if such condition, Illness or Injury is a Pre-existing Condition that is eligible for coverage under the Terms of Section Q, below, Emergency Medical Evacuation benefits will be provided up to US \$25,000 so long as each and all of other Terms, Conditions and Restrictions set forth in this Section H have been satisfied; and

(g) The Company will cover reimbursement for the above-described costs and expenses and will arrange Emergency Medical Evacuation only to the nearest Hospital that is qualified to provide the Medically Necessary Treatment to prevent the Insured Person's loss of life or limb. The Insured Person may select a different Hospital in his/her Home Country at his/her option, but in such event shall retain for the Insured Person's own account and responsibility all costs and expenses in excess of the amounts that would have been incurred to the nearest qualified Hospital. If a Hospital other than the nearest qualified Hospital is selected by the Insured Person, the attending physician, Insured Person, or a relative of the Insured Person shall certify to the Company the Insured Person's understanding and acknowledgement of such responsibility for excess costs and expenses in addition to the matters set forth in subsections (a) and (b) of the Conditions and Restrictions, above. In all cases the Company will make the necessary arrangements for the Emergency Medical Evacuation, and will use its best efforts to arrange with independent, third-

party contractors any Emergency Medical Evacuation within the least amount of time reasonably possible. By acceptance of this Certificate and request for Emergency Medical Evacuation benefits hereunder, the Insured Person understands, acknowledges and agrees that the timeliness, duration, occurrences during, and outcome of an Emergency Medical Evacuation can be directly and indirectly affected by events and/or circumstances which are not within the supervision or control of the Company, including but not limited to: the availability, limitations, physical condition, reliability, maintenance and training schedules and procedures, and performance or non-performance of competent transportation equipment, supplies and/or staff of such third-party contractors; delays or restrictions on flights or other modes or means of transportation caused by mechanical problems, government officials, telecommunications problems, non-availability of routes, and/or other travel, geographical or weather conditions; and other acts of God and unforeseeable and/or uncontrollable occurrences. The Insured Person agrees to release and to hold the Company, the Plan Administrator and their agents and representatives harmless from, and agrees that the Company, the Plan Administrator and their agents and representatives shall not be held liable or responsible for, any delays, losses, damages, further injuries or illnesses, or any other claims that arise from or are caused in whole or in part by the acts or omissions of such independent third-party contractors or their agents, employees or representatives, or that arise from or are caused in whole or in part by any acts, omissions, events or circumstances that are not within the direct and immediate supervision and control of the Company, the Plan Administrator and/or their authorized agents and representatives, including without limitation the events and circumstances set forth above. The Insured Person further agrees that upon seeking an Emergency Medical Evacuation, he or she will cooperate fully as required by Section (B)(13). Failure to so cooperate and/or failure to use or accept Emergency Medical Evacuation once it has been arranged by the Company or Plan Administrator will require the Insured Person to reimburse the Company for costs incurred for any Emergency Medical Evacuation that was arranged, but not used, by the Insured Person. Furthermore, the Insured Person may be required to arrange for payment of any subsequent Emergency Medical Evacuation and seek reimbursement thereafter for eligible costs associated with that subsequent Emergency Medical Evacuation.

I. EMERGENCY REUNION – Subject to the Terms of this insurance, including without limitation the Conditions and Restrictions set forth below, Emergency Reunion expenses up to \$50,000 per Period of Coverage (and also not to exceed \$50,000 lifetime maximum) will be reimbursed to an Insured Person as outlined in the Schedule of Benefits/Limits set forth in Section C, above, in cases where there has been an Emergency Medical Evacuation covered under the Terms of this insurance. Subject to the applicable Deductible and Coinsurance and other limits and sub-limits as specified in the Schedule of Benefits/Limits, and subject to the Conditions and Restrictions set forth below, the following costs and expenses incurred in respect of travel by a Relative or friend of the Insured Person will be reimbursable to the Insured Person upon the recommendation and prior approval of the Company:

- (1) the cost of a round-trip economy air ticket for one Relative or friend from the airport nearest to the location of the Relative or friend at the time of the Emergency to the airport serving the area where the Insured Person is hospitalized as a result of the Emergency or to be hospitalized as a result of the Emergency Medical Evacuation (to be determined pursuant to the Terms of subsection (c) of the Conditions and Restrictions, below), and return from whichever of such locations is actually selected to the point of the original departure; and
- (2) reasonable and necessary travel costs, meals (maximum of \$25 per day), transportation and accommodation expenses incurred in relation to the Emergency Reunion (but excluding entertainment).

Conditions and Restrictions:

- (a) The allowable period of coverage for the Emergency Reunion shall not exceed fifteen (15) days, including travel days, and all costs and expenses incurred beyond such period of coverage shall be retained for the sole account and responsibility of the Insured Person, Relative, or friend; and
- (b) the Emergency Reunion must be due to an Emergency Medical Evacuation covered under the Terms of this insurance; and
- (c) the Insured Person must be so seriously ill that the attending Physician deems it necessary and recommends the presence of a Relative or friend at either the location where the Insured Person is being evacuated from or the destination of the evacuation, whichever is considered by the attending Physician and the Company to be the more reasonable; and
- (d) all Emergency Reunion travel, transportation and accommodation arrangements and benefits must be coordinated and approved in advance by the Company in order to be eligible for coverage under this insurance; and
- (e) The Insured Person, Relative and/or friend must submit to the Company upon completion of the Emergency Reunion travel legible and verifiable copies of all paid receipts for the travel and transportation costs and expenses so incurred for which reimbursement is sought.

J. RETURN OF MORTAL REMAINS – In the event of the death of the Insured Person during the Period of Coverage as a result of an illness or injury covered under this insurance while the Insured Person is outside of his/her Home Country, the Company will reimburse the estate of the Insured Person up to US \$50,000 for the costs and expenses incurred to return the Insured Person's Mortal Remains to his/her Home Country and thereafter to the place of burial or other final disposition (but not including any costs of burial or other disposition); provided, however, that the Company must coordinate and approve all costs and expenses related to the return of the Insured Person's Mortal Remains in advance as a condition to the availability of this benefit.

K. POLITICAL EVACUATION AND REPATRIATION – If the United States Department of State, Bureau of Consular Affairs or similar government organization of the Insured Person's Home Country orders the evacuation of all non-emergency government personnel from the Host Country, due to political unrest, that becomes effective on or after the Insured Person's date of arrival in

the Host Country, the Company will pay up to US\$10,000 lifetime maximum for transportation to the nearest place of safety or for repatriation to the Insured Person's home country or country of residence provided that:

- (1) the Insured Person contacts the Company within 10 days of the United States Department of State, Bureau of Consular Affairs or similar government organization of the Insured Person's Home Country issuing the evacuation order; and
- (2) the evacuation order pertains to persons from the same Home Country as the Insured Person; and
- (3) Political Evacuation and Repatriation is approved and coordinated by the Company;

In no event will the Company pay for a Political Evacuation if there is a Travel Warning in effect on or within six (6) months prior to the Insured Person's date of arrival in the Host Country. This coverage will provide the most appropriate and economical means of travel consistent under the circumstances with the Insured Person's health and safety.

L. ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

- (1) Accidental Death – Subject to the Terms of this insurance, including all of the Exclusions contained in Section U, in the event of the Unexpected death of an Insured Person during the Period of Coverage as a result of covered Injury that was suffered due to an Accident that occurred during the Period of Coverage, regardless of whether or not a claim for medical expenses is submitted, the Company will pay to the Insured Person's estate or to the Insured Person's designated beneficiary an Accidental Death benefit in the amount of \$25,000.
- (2) Dismemberment – Subject to the Terms of this insurance, including all of the Exclusions contained in Section U, in the event of an Unexpected dismemberment/loss suffered by an Insured Person, as detailed below, during the Period of Coverage as a result of covered Injury or Illness that was suffered due to an Accident that occurred during the Period of Coverage, the Company will pay to the Insured Person the applicable loss/dismemberment benefit as specified below.

<u>Loss</u>	<u>Benefit</u>
Sight of one Eye	\$12,500
One hand or one foot	\$12,500
One hand and the loss of sight of one eye	\$25,000
One foot and the loss of sight of one eye	\$25,000
One hand and one foot	\$25,000
Both hands or both feet	\$25,000
Sight of both eyes	\$25,000

The maximum benefit payable for all dismemberment or losses resulting from any one Accident or Injury shall not exceed \$25,000. The loss of a hand or foot means the complete severance at or above the wrist or ankle joint. The loss of sight means the entire and irrecoverable loss of sight.

The Accidental Death and Dismemberment benefits will be paid to the Insured Person or to the Insured Person's estate or designated beneficiary, as the case may be, upon proper application therefor.

M. COMMON CARRIER ACCIDENTAL DEATH BENEFIT – Subject to the Terms of this insurance, including the Pre-Existing Condition exclusion as defined herein, in the event of the Unexpected death of an Insured Person during the Period of Coverage as a result of an Injury that was suffered due to an Accident that occurred during the Period of Coverage and while the Insured Person was traveling on a Common Carrier, the Company will pay to the Insured Person's estate or to the Insured Person's designated beneficiary a Common Carrier Accidental Death benefit in the amount of \$50,000; provided, however, that such Common Carrier Accidental Death benefits shall not exceed a maximum of \$250,000 per Family involved in the same Accident.

N. TRIP INTERRUPTION – Subject to the limits set forth in the Schedule of Benefits/Limits, in the event of the Unexpected death of a Relative of the Insured Person, or in the event the Insured Person's trip or travel plans must be cancelled or interrupted as a result of a break-in or substantial destruction due to a fire or Natural Disaster of an Insured Person's principal residence in his/her Home Country, the Company will reimburse the Insured Person's actual expense up to US \$5,000 for the costs of a one-way air or ground transportation ticket of the same class as the unused travel ticket to return an Insured Person from the International airport nearest to where the Insured Person was located at the time of learning of such death or destruction to the International airport nearest to: (i) the location of the funeral or place of burial in the case of the Unexpected death of a Relative, or (ii) the Insured Person's principal residence in the case of substantial destruction thereof; subject to the following conditions and limitations:

- (1) The Insured Person must be outside of his/her Home Country at the time of the Unexpected death of the Relative or the substantial destruction of the principal residence; and

(2) The Unexpected death of the Relative or the substantial destruction of the residence must have occurred during the Period of Coverage; and

(3) The Company will deduct from the Trip Interruption benefits payable hereunder the value, if any, of the unused return ticket held by the Insured Person at the time of the death or destruction, which value the Insured Person must attempt to receive credit for or apply towards the costs of the return trip.

The Company will not provide any benefits, reimbursements or coverage for any of the costs or expenses incurred by the Insured Person for a return trip, if any, to the original location of the Insured Person at the time of learning of such death or destruction.

O. LOST LUGGAGE – Subject to the limits set forth in the Schedule of Benefits/Limits, the Company will reimburse the Insured Person for the cost of lost checked luggage when such luggage was permanently lost in transit by a Common Carrier during the Period of Coverage, subject to the following conditions:

(1) The Insured Person must submit to the Company a copy of the Common Carrier's claim form and such other documentation as the Company may reasonably require to prove that the Insured Person's luggage was permanently lost; and

(2) The Common Carrier must have first reimbursed the Insured Person the full amount that it is legally required to pay for lost checked luggage, and proof of such reimbursement shall be provided to the Company by the Insured Person. Lost Luggage benefits under this insurance will be provided only if and to the extent the amount of the Insured Person's loss suffered as a result of lost checked baggage exceeds any such reimbursement by the Common Carrier (and subject to the limits set forth in the Schedule of Benefits/Limits).

P. DENTAL EMERGENCY – Subject to the limits set forth in the Schedule of Benefits/Limits, the Company will pay up to US\$100 for the Treatment and relief of Unexpected pain to sound natural teeth.

Q. SUDDEN AND UNEXPECTED RECURRENCE OF A PRE-EXISTING CONDITION. Subject to the Terms of this insurance, including without limitation the Exclusions set forth in Section U, the Conditions and Restrictions set forth below and the applicable Deductible and Coinsurance and other limits and sub-limits as specified in the Schedule of Benefits/Limits set forth in Section C, above, in the event the Insured Person suffers or experiences an Unexpected recurrence of a Pre-existing Condition during the Period of Coverage for which immediate Treatment is essential and necessary to stabilize the Pre-existing Condition, the Insured Person will be reimbursed up to US\$5,000 for Eligible Medical Expenses incurred during the Period of Coverage with respect to the Unexpected recurrence of the Pre-existing Condition.

Conditions and Restrictions – To be eligible for the foregoing limited coverage and benefits for an Unexpected recurrence of a Pre-existing Condition, the Insured Person must be in compliance with all Terms of this insurance. The Company will provide such coverage and benefit only when all of the following conditions and restrictions have been met. At the time of the Unexpected recurrence of the Pre-existing Condition:

(1) The Insured Person must not be traveling against or in disregard of the recommendations, established Treatment programs, or medical advice of a Physician or other healthcare provider; and

(2) The Insured Person must not be traveling with the intent or purpose to seek or obtain Treatment for the Pre-existing Condition; and

(3) The Insured Person must not be traveling during a period of time when the Insured Person is preparing or waiting for, involved in, or undertaking a new, changed or modified Treatment program with respect to the Pre-existing Condition, and is not traveling subsequent to any such new, changed or modified Treatment program having been advised or recommended; and

(4) The Pre-existing Condition must have been stabilized for at least thirty (30) days prior to the Effective Date without change in Treatment; and

(5) The Insured Person must be traveling outside their Home Country.

R. RETURN OF MINOR DEPENDENT CHILDREN – Subject to the Terms of this insurance, in the event the Insured Person is hospitalized as an Inpatient during the Period of Coverage due to an Injury or Illness suffered during the Period of Coverage and eligible for coverage under the Terms of the plan, and at the time of such hospitalization the Insured Person is traveling alone with a Dependent Child or Children, the Company will reimburse the Insured Person's actual expense up to U.S. \$50,000 for the costs of one-way economy airfare to return the Dependent Child or Children to their Home Country, including such costs for a chaperone if necessary for the safety of the Dependent Child or Children, subject to the following conditions and limitations:

(1) The Insured Person must be outside the Home Country at the time of the hospitalization as an Inpatient; and

(2) The return of the Dependent Child or Children must occur during the hospitalization; and

(3) Reimbursable costs are only for one-way economy airfares from the International airport nearest to where the Dependent Child or Children were located at the time of the Insured Person's hospitalization, to the International airport nearest to the Dependent Child's or Children's principal residence in the Home Country; and

(4) All travel and transportation arrangements for the Dependent Child or Children must be coordinated and approved in advance by the Company in order to be eligible for coverage under this insurance; and

(5) The Company will deduct from the return transportation benefits payable hereunder the value, if any, of the unused return ticket(s) held by or for the benefit of the Dependent Child or Children at the time of the Insured Person's hospitalization, which value the Insured Person and/or the Dependent Child or Children must attempt to receive credit for or apply towards the costs of the return trip.

The Company will not provide any benefits, reimbursements or coverage for any costs or expenses incurred by the Insured Person and/or by the Dependent Child or Children for a re-return trip, if any, to the original location of the Dependent Child or Children at the time of the hospitalization.

S. IDENTITY THEFT – The reasonable, customary and necessary costs incurred by the insured for re-filing a loan or other credit applications that are rejected solely as a result of the stolen identity event; the reasonable, customary and necessary costs incurred by the insured for notarization of legal documents, long distance telephone calls, and postage that has resulted solely as a result of reporting, amending and/or correcting records as a result of the stolen identity event; the reasonable, customary and necessary costs incurred by the insured for up to three credit reports obtained within one year of the insured person's knowledge of the stolen identity event; the reasonable, customary and necessary costs incurred by the insured for stop payment orders placed on missing or unauthorized checks as a result of the stolen identity event.

T. HOSPITAL INDEMNITY – Subject to the Terms of this insurance, in the event the Insured Person is a U.S. citizen who has been hospitalized as an Inpatient during the Period of Coverage or an applicable Benefit Period, the Company will indemnify the Insured Person U.S. \$100 for each night of a required overnight stay in the Hospital, so long as the stay and the Treatment received during the stay are eligible, in whole or in part, for coverage under the Terms of the plan up to a maximum of 10 nights per Period of Coverage.

U. EXCLUSIONS – All charges, costs, expenses and/or claims (collectively "Charges") incurred by the Insured Person and directly or indirectly relating to or arising or resulting from or in connection with any of the following acts, omissions, events, conditions, charges, consequences, claims, Treatment (including diagnoses, consultations, tests, examinations and evaluations related thereto), services and/or supplies are expressly excluded from coverage under this insurance, and the Company shall provide no benefits or reimbursements and shall have no liability or obligation for any coverage thereof therefor:

(1) War; Military Action – Subject to the Terms of Section G. 5, above, and Section U. 2, below, the Company shall not be liable for and will not provide coverage or benefits for any claim or Charges incurred with respect to any Illness, Injury or other consequence, whether directly or indirectly, proximately or remotely occasioned by, contributed to by, or traceable to or arising or incurred in connection with or as a result of any of the following acts or events (collectively, "Occurrences"):

(a) war, invasion, act of foreign enemy hostilities, warlike operations (whether war be declared or not), or civil war;

(b) mutiny, riot, strike, military or popular uprising, insurrection, rebellion, revolution, military or usurped power;

(c) any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of its violence of any type;

(d) martial law or state of siege or any events or causes which determine the proclamation or maintenance of martial law or state of siege; and

(e) any use of radiological, chemical, nuclear or biological weapons or any other radiological, chemical, nuclear or biological events of any type (including in connection with an act of Terrorism).

Any claim, Charges, Illness, Injury or other consequence happening or arising during the existence of abnormal conditions (whether physical or otherwise), whether or not directly or indirectly, proximately or remotely occasioned by, or contributed to by, traceable to, or arising in connection with, any of the said Occurrences shall be deemed and considered to be consequences for which the Company shall not be liable under the Master Policy or this Certificate, except to the extent that the Insured Person shall prove that such claim, Charges, Illness, Injury or other consequence happened independently of the existence of such abnormal conditions and/or Occurrences.

(2) Terrorism – The Company shall not be liable for and will not provide coverage or benefits in excess of a \$50,000 lifetime maximum benefit for any claim or charges, Illness, Injury or other consequence, whether directly or indirectly, proximately or remotely occasioned by, contributed to by, or traceable to or arising in connection with any act of Terrorism; and provided, further, the Company shall not be liable for and will not provide any coverage or benefits for any claim, charges, Illness, Injury or other consequence, whether directly or indirectly, proximately or remotely occasioned by, contributed to by, or traceable to or arising in connection with the following:

(a) the Insured Person's active and voluntary planning or coordination for participation in any act of Terrorism; and/or

(b) any act of Terrorism that takes place in a location, post, area, territory or country for which the United States Department of State, Bureau of Consular Affairs issued a Travel Warning that was in effect on or within six (6) months prior to the Insured Person's date of arrival in said location, post, area, territory or country; and/or

(c) any act of Terrorism that takes place in a location, post, area, territory or country for which the United States Department of State, Bureau of Consular Affairs issues a Travel Warning that becomes effective or is in effect on or after the Insured Person's date of arrival in said location, post, area, territory or country, and the Insured Person unreasonably fails or refuses to heed such warning and thereafter remains in said location, post, area, territory or country.

(3) Pre-existing Conditions - Charges arising or resulting directly or indirectly from or relating to any Pre-existing Condition, as herein defined, except for as provided for in Section Q, above; and

(4) Maternity and Newborn Care - Charges for pre-natal care, delivery, post-natal care, and care of Newborns, including complications of Pregnancy, miscarriage, complications of delivery and/or complications of Newborns; and

(5) Charges for Treatment of Mental or Nervous Disorders; and

(6) Charges for any Treatment or supplies that are:

(a) not incurred, obtained or received by an Insured Person during the Period of Coverage; and/or

(b) not presented to the Company for payment by way of a complete Proof of Claim within ninety (90) days of the date such Charges are incurred; and/or

(c) not administered or ordered by a Physician; and/or

(d) not Medically Necessary; and/or

(e) provided at no cost to the Insured Person or for which the Insured Person is not otherwise liable; and/or

(f) in excess of Usual, Reasonable, and Customary; and/or

(g) incurred by an Insured Person who was HIV + on or before the Effective Date of this insurance relating to or arising or resulting directly or indirectly from HIV, AIDS virus, AIDS related illness, ARC Syndrome, AIDS and/or any other illness arising or resulting from any complications or consequences of any of the foregoing conditions; whether or not the Insured Person had knowledge of his/her HIV status prior to the Effective Date, and whether or not the Charges are incurred in relation to or as a result of said status; and/or

(h) provided by or at the direction or recommendation of a chiropractor, unless ordered in advance by a Physician; and/or

(i) performed or provided by a Relative of the Insured Person; and/or

(j) not expressly included as Eligible Medical Expenses as defined in Section F, above; and/or

(k) provided by a person who resides or has resided with the Insured Person or in the Insured Person's home; and/or

(l) required or recommended as a result of complications or consequences arising from or related to any Treatment, Illness, Injury, or supply excluded from coverage or which is otherwise not covered under this insurance; and

(m) for Congenital Disorders and conditions arising out of or resulting there from; and

(7) Charges incurred for telephone consultations except Telemedicine consultations through an established Telemedicine protocol system will be considered individually based on medical necessity and appropriateness as determined by the Company under the plan; and

(8) Charges incurred due to a failure to keep a scheduled appointment; and

(9) Charges incurred for Surgeries or Treatment or supplies which are:

(a) Investigational, Experimental, or for research purposes, and/or

(b) related to genetic medicine, genetic testing, surveillance testing and/or wellness screening procedures for genetically predisposed conditions indicated by genetic medicine or genetic testing, including, but not limited to amniocentesis, genetic screening, risk assessment, preventive and prophylactic surgeries recommended by genetic testing, and/or any procedures used to determine pre-disposition, provide genetic counseling, or administration of gene therapy; and

(10) Charges incurred while confined primarily to receive Custodial Care, Educational or Rehabilitative Care; and

(11) Charges incurred for any surgery, Treatment or supplies relating to, arising from or in connection with, for, or as a result of:

(a) weight modification or any Inpatient, Outpatient, Surgical or other Treatment of obesity (including without limitation morbid obesity), including without limitation wiring of the teeth and all forms or procedures of bariatric Surgery by whatever name called, or reversal thereof, including without limitation intestinal bypass, gastric bypass, gastric banding, vertical banded gastroplasty, biliopancreatic diversion, duodenal switch, or stomach reduction or stapling; and/or

- (b) modification of the physical body in order to change or improve or attempt to change or improve the physical appearance or psychological, mental or emotional well-being of the Insured Person (such as but not limited to sex-change Surgery or Surgery relating to sexual performance or enhancement thereof); and/or
- (c) elective Surgery or Treatment of any kind; and/or
- (d) cosmetic or aesthetic reasons, except for reconstructive Surgery when such Surgery is Medically Necessary and is directly related to and follows a Surgery which was covered under this insurance; and/or
- (e) any Illness or Injury sustained while taking part in: Amateur Athletics, Professional Athletics and adventure sports and activities, including, without limitation the following (including any combination or derivative of the following): abseiling; mountaineering activities where specialised climbing equipment, ropes or guides are normally or reasonably should have been used; athletic or sporting activities (except for activities that are non-contact, non-professional, and engaged in by You solely for recreational, entertainment or fitness purposes); aviation (except when travelling solely as a passenger in a commercial aircraft); motocross (MOTO-X); BMX; BASE jumping; bobsledding; bungee jumping; canyoning; caving; hang gliding; heli-skiing; high diving; hot air ballooning; in-line skating; jet skiing; jungle zip lining; kiteboarding; kayaking; luge; mountain biking; parachuting; paragliding; parascending; rappelling; racing of any kind including by horse, motor vehicle (of any type) or motorcycle; rock climbing; any rodeo activity; ski jumping; skydiving; snowskiing except for recreational downhill and/or cross country snowskiing (no cover provided whilst skiing in violation of applicable laws, rules or regulations; away from prepared and marked in-bound territories; and/or against the advice of the local ski school or local authoritative body; snowboarding; snowmobiling; spelunking; surfing; trekking; whitewater rafting; windsurfing; wildlife safaris; and subaqua pursuits involving underwater breathing apparatus below a depth of 10 meters. Practice or training in preparation for any excluded activity which results in Injury will be considered as activity while taking part in such activity and/or
- (f) any Illness or Injury sustained while participating in any sporting, recreational or adventure activity where such activity is undertaken against the advice or direction of any local authority or any qualified instructor or contrary to the rules, recommendations and procedures of a recognized governing body for the sport or activity; and/or
- (g) any Illness or Injury sustained while participating in any activity where such activity is undertaken in disregard of or against the recommendations, Treatment programs, or medical advice of a Physician or other healthcare provider; and/or
- (h) any Injury or Illness sustained as a result of being under the influence of or due wholly or partly to the effects of intoxicating liquor or drugs other than drugs taken in accordance with Treatment prescribed and directed by a Physician but not for the Treatment of Substance Abuse; and/or
- (i) any Injury or Illness sustained while operating a moving vehicle after consumption of intoxicating liquor or drugs other than drugs taken in accordance with Treatment prescribed and directed by a Physician. For purposes of this exclusion, "vehicle" shall include motorized devices regardless of whether or not a driver or operator license is required (including watercraft and aircraft) and non-motorized bicycles and scooters for which no permit or license is required; and/or
- (j) any willfully Self-Inflicted Injury or Illness; and/or
- (k) any venereal disease; and/or
- (l) any testing for the following: HIV, seropositivity to the AIDS virus, AIDS related Illnesses, ARC Syndrome, AIDS; and/or
- (m) any Illness or Injury resulting from or occurring during the commission of a violation of law by the Insured Person, including, without limitation, the engaging in an illegal occupation or act, but excluding minor traffic violations; and/or
- (n) any Substance Abuse; and/or
- (o) speech, vocational, occupational, biofeedback, acupuncture, recreational, sleep or music therapy; and/or
- (p) orthoptics, visual therapy or visual eye training; and/or
- (q) any Illness or Treatment of the feet, including without limitation: orthopedic shoes; orthopedic prescription devices to be attached to or placed in shoes; Treatment of weak, strained, flat, unstable or unbalanced feet; metatarsalgia, bone spurs, hammer toes or bunions; and any Treatment or supplies for corns, calluses or toenails; provided, however, that claims for Treatment or supplies for the feet may be eligible for coverage under this insurance at the sole option of the Company and subject to all other Terms of this insurance when related to:
- (i) an Injury to the foot arising from an Accident covered hereunder; or
 - (ii) an Illness for which foot Surgery is Medically Necessary and determined to be the only appropriate method of Treatment; and/or
- (r) hair loss, including without limitation wigs, hair transplants or any drug that promises to promote hair growth, whether or not prescribed by a Physician; and/or
- (s) any sleep disorder, including without limitation sleep apnea; and/or

- (t) any exercise program, whether or not prescribed or recommended by a Physician; and/or
 - (u) any exposure to any non-medical nuclear or atomic radiation, and/or radioactive material(s); and/or
 - (v) any organ or tissue or other transplant or related services, Treatment or supplies; and/or
 - (w) any artificial or mechanical devices designed to replace human organs temporarily or permanently; and/or
 - (x) any effort to keep a donor alive for a transplant procedure; and/or
- (12) Charges incurred for any Treatment or supply that either promotes or prevents or attempts to promote or prevent conception or birth; including but not limited to: artificial insemination; oral contraceptives, Treatment for infertility or impotency; vasectomy or reversal of vasectomy; sterilization or reversal of sterilization; surrogacy; or abortion; and
- (13) Charges incurred for any Treatment or supply that either promotes, enhances or corrects or attempts to promote, enhance or correct impotency or sexual dysfunction; and
- (14) Charges incurred for Dental Treatment, except for Accident-related Dental Treatment and Dental Surgery necessary to repair or replace sound natural teeth lost or damaged in an Accident leading to an Injury covered hereunder, or as necessary treatment of sudden, unexpected pain to sound natural teeth, and subject to the limits set forth in the Schedule of Benefits/Limits; and
- (15) Charges incurred for eyeglasses, contact lenses, hearing aids, hearing implants and Charges for any Treatment, supply, examination or fitting related to these devices, or for eye refraction for any reason; and
- (16) Charges incurred for eye Surgery, such as but not limited to radial keratotomy, when the primary purpose is to correct or attempt to correct nearsightedness, farsightedness, or astigmatism; and
- (17) Charges incurred for Treatment of the temporomandibular joint; and
- (18) Charges incurred for any immunizations and/or Routine Physical Exams; and
- (19) Charges incurred for any travel, meals, transportation and/or accommodations, except as otherwise expressly provided for in this insurance; and
- (20) Any taxes, involuntary or forced contributions, assessments, charges, fees or surcharges imposed by any governmental agency or authority:
- (a) arising out of or as a result of any Treatment or supplies received by the Insured Person, or
 - (b) based upon the Company's election hereunder, if any, to pay benefits directly to providers as an accommodation to the Insured Person, or
 - (c) for any other reason; and
- (21) Charges or expenses incurred for nonprescription drugs, medicines, vitamins, food extracts, or nutritional supplements; IV vitamin or herbal therapy; drugs or medicines not approved by the U.S. Food and Drug Administration or which are considered "off-label" drug use; and for drugs or medicines not prescribed by a Physician.
- (22) Charges incurred for Treatment in the Insured Person's Home Country except as expressly provided for in this insurance.
- (23) Charges incurred for Illness or Injury where the trip to the Host Country is undertaken for the purpose of securing medical treatment or advice for such Illness or Injury.
- (24) Charges first incurred for Illness or Injury beyond the Maximum Trip Duration.

V. **DEFINITIONS** – Certain words and phrases used in this Certificate are defined below. Other words and phrases may be defined elsewhere in this Certificate, including where they are first used.

Accident: An Unexpected occurrence caused by external, visible means and resulting in physical Injury to the Insured Person.

AIDS: Acquired Immune Deficiency Syndrome, as that term is defined by the United States Centers for Disease Control.

Amateur Athletics: An amateur or other non-professional sporting, recreational, or athletic activity that is organized, sponsored and/or sanctioned, and/or involves regular or scheduled practices, games and/or competitions (collectively, "organized athletic activities"). This definition does not include non-organized athletic activities that are non-contact and engaged in by the Insured Person solely for recreational, entertainment or fitness purposes.

Application: The fully answered and signed individual or Family Application/enrollment forms submitted by or on behalf of the Insured Person for acceptance into this insurance plan, which Applications shall be incorporated in and become part of this Certificate. Any insurance agent/broker or other person or entity assigned to, soliciting, or assisting with the Application is the agent and representative of the applicant/Insured Person and is not and shall not be deemed or considered as an agent or representative for or on behalf of the Company or the Plan Administrator.

ARC: AIDS related complex, as that term is defined by the United States Centers for Disease Control.

Assured: The Global Medical Services Group Insurance Trust, c/o Mutual Wealth Management Group, Carmel, IN.

Benefit Period: If a covered Injury or Illness requires continuing Treatment after the expiration of the Period of Coverage, a supplemental Benefit Period may provide continuing coverage for the covered Injury or Illness for up to thirty (30) continuous days, not to exceed \$5,000, subject to the following: when the Period of Coverage expires while a covered Injury or Illness requires continuing Treatment, the Company will review and determine the date of initial Treatment for the covered Injury or Illness, and if such date is less than thirty (30) days prior to the expiration of the Period of Coverage, benefits for the covered Injury or Illness will continue until there has been at least thirty (30) days of continuous coverage for the covered Injury or Illness, subject to the limits and sub-limits set forth in the Schedule of Benefits/Limits, and subject to all other Terms of the plan.

Certificate: This document, including any Riders, as issued to the Insured Person, which describes and provides an outline and evidence of eligible insurance coverages and benefits payable to or for the benefit of the Insured Person under the Master Policy. The Application and the Declaration are incorporated herein by this reference and made a part thereof.

Coinsurance: The payment by or obligation of the Insured Person or payment of Eligible Medical Expenses at the percentage specified in the Schedule of Benefits/Limits contained herein, and exclusive of the applicable Deductible.

Common Carrier: A company or organization that holds itself out to the public as engaging in the business of transporting persons from place to place by air, rail, bus and/or sea for compensation, offering its scheduled services to the public generally, and is licensed by a recognized and approved government authority to transport fare-paying passengers. The term Common Carrier does not include taxi, motorcar, motorcycle, or limousine services, or transportation by animal or human means (for example, by horse, camel, elephant or rickshaw).

Company: The "Company," as referred to in the Master Policy and this Certificate, is Sirius International Insurance Corporation (publ), headquartered in Stockholm, Sweden. This insurance and its risks are underwritten by the Company as the insurer and carrier, and the Company is solely obligated and liable for the coverages and benefits provided by this insurance.

Congenital Disorder: Physical abnormality that is present at birth.

Custodial Care: Those types of Treatment, care or services, wherever furnished and by whatever name called, that are designed primarily to assist an individual in activities of daily life.

Declaration: The Declaration of Insurance issued by the Plan Administrator for and on behalf of the Company to the Insured Person contemporaneously with this Certificate evidencing the Insured Person's insurance coverage under the Master Policy as evidenced by this Certificate, which Declaration shall be incorporated in and become a part of this Certificate.

Deductible: The dollar amount of Eligible Medical Expenses, as selected on the Application and specified in the Declaration, that the Insured Person must pay per Period of Coverage prior to receiving benefits or coverages under this insurance, and exclusive of Coinsurance.

Dental Treatment: Treatment or supplies relating to the care, maintenance or repair of teeth, gums or bones supporting the teeth, including dentures and preparation for dentures.

Dependent Child: A natural or adopted child of the named Insured Person or the named Insured Person's spouse, who is unmarried and living with the named Insured Person and/or such Spouse, who is under the age of 18 years old but older than 14 days and otherwise eligible for this insurance pursuant to Section D, and who has been properly listed and identified on the Application and for whom the proper Premium has been timely paid.

Disabled: A person who has a congenital or acquired mental or physical defect that interferes with normal functioning of the body system or the ability to be self-sufficient.

Durable Medical Equipment (DME): Durable Medical Equipment shall mean exclusively the following items: a standard basic hospital bed; and/or a standard basic wheel chair.

Educational or Rehabilitative Care: Care for restoration (by education or training) of a person's ability to function in a normal or near normal manner following an Illness or Injury. This type of care includes, but is not limited to, vocational or occupational therapy, and speech therapy.

Effective Date; Effective Date of Coverage: The date coverage for the Insured Person begins under the Terms of the Master Policy as evidenced by this Certificate, as indicated on the Declaration.

Eligible Medical Expenses: As defined in Section F, above.

Emergency: A medical condition manifesting itself by acute signs or symptoms which could reasonably result in placing the Insured Person's life or limb in danger if medical attention is not provided within twenty-four (24) hours, based upon a reasonable medical certainty.

Emergency Medical Evacuation: Emergency transportation from the Hospital or medical facility where the Insured Person is located to a non-local Hospital or medical facility, recommended by the attending Physician who certifies to a reasonable medical certainty that the Insured Person has experienced

- a medical condition manifesting itself by acute signs or symptoms which could reasonably result in placing the Insured Person's life or limb in danger if medical attention is not provided within twenty-four (24) hours; and
- where Medically Necessary Treatment cannot be provided locally, either in the facility of the attending Physician or another local facility.

EST: United States Eastern Standard Time.

Experimental: Any Treatment that includes completely new, untested drugs, procedures, or services, or the use of which is for a purpose other than the use for which they have previously been approved; new drug procedure or service combinations; and/or and/or alternative therapies which are not generally accepted standards of current medical practice.

Extended Care Facility: An institution, or a distinct part of an institution, which is licensed as a Hospital, Extended Care Facility or rehabilitation facility by the state or country in which it operates; and is regularly engaged in providing 24-hour skilled nursing care under the regular supervision of a Physician and the direct supervision of a Registered Nurse; and maintains a daily record on each patient; and provides each patient with a planned program of observation prescribed by a Physician; and provides each patient with active Treatment of an Illness or Injury. Extended Care Facility does not include a facility primarily for the aged, Substance Abuse, Custodial Care, nursing care, or for care of Mental or Nervous Disorders or the mentally incompetent.

Family: An Insured Person and his/hers spouse who is covered as an insured person under this insurance plan and his/hers natural Child or Children who are under the age of eighteen (18) and covered as insured persons under this insurance plan.

HIV: Human Immunodeficiency Virus, as that term is defined by the United States Centers of Disease Control.

HIV +: Laboratory evidence defined by the United States Centers for Disease Control as being positive for Human Immunodeficiency Virus infection.

Home Country: For U.S. citizens, the Home Country is the United States. For non-U.S. citizens, the Home Country is the country of which the Insured Person is a citizen or national; including any country where the Insured Person maintains his/her primary residence or usual place of abode and any country of which the Insured Person is the possessor of a validly issued passport. In the event there is more than one home country under the above-listed criteria, the Home Country is the country meeting the above-listed criteria and listed by the Insured Person as his/her Home Country on the Application.

Home Health Care Agency: A public or private agency or one of its subdivisions, which operates pursuant to law; and is regularly engaged in providing Home Nursing Care under the supervision of a Registered Nurse; and maintains a daily record on each patient; and provides each patient with a planned program of observation and Treatment prescribed by a Physician.

Home Nursing Care: Services and/or Treatment provided by a Home Health Care Agency and supervised by a Registered Nurse, which are directed toward the personal care of a patient, provided always that such care is Medically Necessary and in lieu of Medically Necessary Inpatient care, and not primarily for Custodial Care or rehabilitative purposes.

Hospice: An institution which operates as a hospice; and is licensed by the state or country in which it operates; and operates primarily for the reception, care and palliative control of pain for terminally ill persons who have, as certified by a Physician, a life expectancy of not more than six (6) months.

Hospital: An institution which operates as a hospital pursuant to law; and is licensed by the state or country in which it operates; and operates primarily for the reception, care, and Treatment of sick or injured persons as inpatients; and provides 24-hour nursing service by Registered Nurses on duty or call; and has a staff of one or more Physicians available at all times; and provides organized facilities and equipment for diagnosis and Treatment of acute medical, surgical or mental/nervous conditions on its premises; and is not primarily a long-term care facility, Extended Care Facility, nursing, rest, Custodial Care, or convalescent home, a place for the aged, drug addicts or abusers, alcoholics or runaways; or similar establishment.

Hospitalization; Hospitalized: Confined and/or treated in a Hospital as an Inpatient.

Host Country: The country or countries other than the Home Country that the Insured Person is traveling to/in.

Illness: A sickness, disorder, illness, pathology, abnormality, malady, morbidity, affliction, disability, defect, handicap, deformity, birth defect, congenital defect, symptomatology, syndrome, malaise, infection, infirmity, ailment, disease of any kind, or any other medical, physical or health condition. Provided, however, that Illness does not include learning disabilities, or attitudinal or disciplinary problems. All Illnesses that exist simultaneously or which arise subsequent to a prior Illness and which directly or

indirectly relate to or result or arise from the same or related causes or as a consequence thereof from one another are considered to be one illness. Further, if a subsequent illness results or arises from causes or consequences that are the same as or related to the causes or consequences of a prior illness, the subsequent illness will be deemed to be a continuation of the prior illness and not a separate illness.

Injury: Bodily injury resulting or arising directly from an Accident. All injuries resulting or arising from the same Accident shall be deemed to be one injury.

Inpatient: A person who is an overnight resident patient of a Hospital, using and being charged for room and board.

Insured Person: The person named as the Insured Person on the Declaration.

Intensive Care Unit: A cardiac care unit or other unit or area of a Hospital that meets the required standards of the Joint Commission on Accreditation of Healthcare Organizations for Special Care Units.

Investigational: Treatment that includes drugs not yet released for distribution by the US Food and Drug Administration and/or procedures or services which are still in the clinical stages of evaluation.

Local Ambulance Transport; Local Ambulance Expense: Transportation and accompanying care provided by designated professional emergency personnel from the location of an accident or acute illness to a Hospital or other appropriate healthcare facility. Local ambulance transport does not include subsequent inter-facility transfers of admitted patients.

Master Policy: The applicable Master Policy for Access HMO Gold International medical insurance for citizens traveling outside of their Home Country, as issued on an annual basis by the Company to the Assured, and under which insurance coverage and benefits are provided by the Company to the Insured Person, subject to the Terms thereof, and as outlined and evidenced by this Certificate and subject to the Terms hereof. The Company, as insurance carrier and underwriter of the Master Policy, is solely liable and responsible for the coverages and benefits provided thereunder.

Maximum Limit: The cumulative total dollar amount of benefit payments and/or reimbursements available to an Insured Person under this insurance during the Insured Person's Period of Coverage. When the Maximum Limit is reached, no further benefits, reimbursements or payments will be available under this insurance during the Insured Person's Period of Coverage.

Medically Necessary; Medical Necessity: A treatment, service, medicine or supply which is necessary and appropriate for the diagnosis or treatment of an illness or injury based on generally accepted standards of current medical practice as determined by the Company. By way of example but not limitation, a service, treatment, medicine or supply will not be considered Medically Necessary or a Medical Necessity if it is provided or obtained only as a convenience to the Insured Person or his/her provider; and/or if it is not necessary or appropriate for the Insured Person's treatment, diagnosis or symptoms; and/or if it exceeds (in scope, duration or intensity) that level of care which is needed to provide safe, adequate, and appropriate diagnosis or treatment.

Mental or Nervous Disorders: Any mental, nervous, or emotional illness which generally denotes an illness of the brain with predominant behavioral symptoms; or an illness of the mind or personality, evidenced by abnormal behavior; or an illness or disorder of conduct evidenced by socially deviant behavior. Mental or Nervous Disorders include without limitation: psychosis; depression; schizophrenia; bipolar affective disorder; learning disabilities and attitudinal or disciplinary problems; any disease or condition, regardless of whether the cause is organic, that is classified as a Mental Disorder in the current edition of the International Classification of Diseases as published by the U.S. Department of Health and Human Services; and those psychiatric and other mental illnesses listed in the current edition of the Diagnostic and Statistical Manual for Mental Disorders published by the American Psychiatric Association. For purposes of this insurance, Mental or Nervous Disorder does not include Substance Abuse.

Mortal Remains: The bodily remains or ashes of an Insured Person.

Natural Disaster: Widespread disruption of human lives by disasters such as flood, drought, tidal wave, fire, hurricane, earthquake, wind storm, or other storm, landslide, or other natural catastrophe or event resulting in migration of the population for its safety.

Newborn: An infant from the moment of birth through the first thirty-one (31) days of life.

Other Coverage: As defined in Section B(10), above.

Outpatient: A person who receives Medically Necessary Treatment by a Physician or other healthcare provider that does not require an overnight stay in a Hospital.

Period of Coverage: The period beginning on the Effective Date of Coverage of this Certificate and ending on the earliest of the following dates: (a) the termination date specified in the Declaration, or (b) the termination date as determined in accordance with Section B(18), above. The Period of Coverage can be no more than twelve (12) consecutive months.

Physician: A duly licensed practitioner of the medical arts. A Physician must be currently licensed by the state or country in which the services are provided, and the services must be within the scope of that license.

Plan Administrator: The Plan Administrator for this insurance is Access Health Maintenance Organization, Inc. 2885 Sanford Avenue SW Grandville, MI 49418 Telephone Number +1.616-855-7670, or +420.777 322 522, Website: <https://www.accesshmo.com>, Email: claims@accesshmo.com As the Plan Administrator, International Medical Group, Inc., acts solely as the disclosed and authorized agent and representative for and on behalf of the Company, and does not have, and shall not be deemed, considered or alleged to have any, direct, indirect, joint, several, separate, individual, or independent liability, responsibility or obligation of any kind under the Master Policy, the Declaration, or this Certificate to the Insured Person or to any other person or entity, including without limitation to any Physician, Hospital, Extended Care Facility, Home Health Care Agency, or any other health care or medical service provider or supplier.

Pre-certification; Pre-certify: A general determination of Medical Necessity, only, made by the Company in reliance and based upon the completeness and accuracy of the information provided by the Insured Person and/or the Insured Person's healthcare or medical service providers, guardians, Relatives and/or proxies at the time thereof. Pre-certification is not an assurance, authorization, pre-authorization or verification of coverage, a verification of benefits, or a guarantee of payment. See Section E, above, for further details.

Pre-existing Condition: Any Injury, Illness, sickness, disease, or other physical, medical, Mental or Nervous Disorder, condition or ailment that, with reasonable medical certainty, existed at the time of Application or at any time during the three years prior to the Effective Date of this insurance, whether or not previously manifested, symptomatic or known, diagnosed, Treated, or disclosed to the Company prior to the Effective Date, and including any and all subsequent, chronic or recurring complications or consequences related thereto or resulting or arising therefrom.

Premium: The premium payments required to effectuate and maintain the Insured Person's insurance coverage and benefits under this insurance, in the amounts and at the times ("Due Dates") established by the Company in its sole discretion from time to time.

Pregnancy; Pregnant: The process of growth and development within a woman's reproductive organs of a new individual from the time of conception through the phases where the embryo grows and fetus develops to birth.

Professional Athletics: A sport activity, including practice, preparation, and actual sporting events, for any individual or organized team that is a member of a recognized professional sports organization, is directly supported or sponsored by a professional team or professional sports organization, is a member of a playing league that is directly supported or sponsored by a professional team or professional sports organization; or has any athlete receiving for his or her participation any kind of payment or compensation, directly or indirectly, from a professional team or professional sports organization.

Registered Nurse: A graduate nurse who has been registered or licensed to practice by a State Board of Nurse Examiners or other state authority, and who is legally entitled to place the letters "R.N." after his or her name.

Relative: A parent, legal guardian, spouse, son, daughter, or immediate family member of the Insured Person.

Rider: Any exhibit, schedule, attachment, amendment, endorsement, Rider or other document attached to, issued in connection with, or otherwise expressly made a part of or applicable to, the Master Policy, this Certificate, the Declaration, or the Application, as the case may be.

Routine Physical Exam: Examination of the physical body by a Physician for preventative or informative purposes only, and not for the Treatment of any previously manifested, symptomatic, diagnosed or known Illness or Injury.

Schedule of Benefits/Limits: The summarized schedule of benefits, coverages, limits and sub-limits set forth for ease of reference in Section C of this Certificate, all of which are subject to the full Terms of this insurance.

Self-inflicted: Action or inaction by the Insured Person that the Insured Person consciously understands will or may cause or contribute, directly or indirectly, to his or her personal Injury or Illness. Self-inflicted specifically includes failure of an Insured Person to follow his or her doctor's orders, complete prescriptions as directed, or follow any healthcare protocol or procedures designed to return or maintain his or her health.

Substance Abuse: Alcohol, drug or chemical abuse, misuse, illegal use, overuse or dependency.

Surgery or Surgical Procedure: An invasive diagnostic or surgical procedure; or the Treatment of Illness or Injury by manual or instrumental operations performed by a Physician while the patient is under general or local anesthesia.

Telemedicine: Telemedicine is the use of medical information (beyond a verbal history) exchanged from one healthcare provider site to another via electronic communication to improve patients' health status. Videoconferencing, transmission of still images, and remote monitoring of vital signs are all considered part of Telemedicine. Telemedicine services that would be considered for Medical Necessity and appropriateness by the Company under the plan would include without limit:

- Specialist referral services which typically involves of a specialist assisting a general practitioner in rendering a diagnosis to guide Treatment.
- Patient consultations using telecommunications to provide medical data, which may include audio, still or live images, between a patient and a Physician or other healthcare provider for use in rendering a diagnosis and Treatment plan. This might originate from a remote clinic to a Physician's office using a direct transmission link or may include communicating over the internet..

- Remote patient monitoring uses devices to remotely collect and send data from a medical facility to a monitoring station for interpretation. Such applications might include a specific vital sign, such as blood glucose or heart ECG.

Terms: Terms, provisions, conditions, definitions, limits, sub-limits, limitations, wordings, restrictions, qualifications and/or exclusions.

Terrorism: Criminal acts, including against civilians, committed with the intent to cause death or serious bodily injury, or taking of hostages, with the purpose to provide assistance to terrorism in the general public or in a group of persons or particular persons, intimidate a population, or compel a government or international organization to do or abstain from doing an act.

Travel Warning: Published statement or web-sited document issued by the United States Department of State, Bureau of Consular Affairs or similar government agency of the Insured Person's Home Country, warning that travel to specific identified countries is hazardous and is not advised.

Treated; Treatment: Any and all undertakings, services and/or procedures rendered or employed with respect to the management and/or care of an Insured Person for the purpose of identifying, testing for, analyzing, diagnosing, treating, curing, resolving, preventing, monitoring, attending to, caring for, controlling and/or combating any illness or injury or the symptoms or manifestations thereof, including without limitation: verbal or written advice, consultation, examination, discussion, diagnostic or laboratory testing or reevaluation of any kind, pharmacotherapy or other medication, and/or surgery.

Unexpected: Sudden, unintentional, not expected, and unforeseen.

Usual, Reasonable and Customary: Atypical and reasonable amount of reimbursement for similar services, medicines, or supplies within the area in which the charge is incurred. In determining the typical and reasonable amount of reimbursement, the Company may, in its reasonable discretion, consider one or more of the following factors, without limitation: the amount charged by the provider; the amount charged by similar providers or providers in the same or similar locality; the amount reimbursed by other payors for the same or comparable services, medicines or supplies in the same or similar locality; the amount reimbursed by other payors for the same or comparable services, medicines or supplies in other parts of the country; the cost to the provider of providing the service, medicine or supply; the level of skill, extent of training, and experience required to perform the procedure or service; the length of time required to perform the procedure or service as compared to the length of time required to perform other similar services; the length of time required to perform the procedure or service as compared to national standards and/or benchmarks; the severity or nature of the illness or injury being treated; and such other factors as the Company, in the reasonable exercise of its discretion, determines are appropriate.