

Insurance Against Travel Agency Bankruptcy Pre-contract Information



Insurer

Name: ERV Evropská pojišťovna, a. s.
Reg. office: Křižíkova 237/36a, 186 00
Prague 8, Czech Republic
ID Number: 492 40 196
Entry: Commercial Register of the Municipal
Court in Prague, Section B, File 1969
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Subject of business

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

Information about financial standing

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

Overseeing authority

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

Information about the insurance

The rights and obligations of the parties to the Insurance Agreement are determined by the Civil Code and the Insurance Conditions.

Insurance against travel agency bankruptcy is obligatory and is also governed by Act No. 159/1999 Coll., on Certain Conditions of Business Activities in the Field of Tourism (hereinafter the "Act").

The travel agency is obliged to arrange insurance up to the indemnity limit, which in case of occurrence of the insured event shall suffice to

cover all the justified claims of the customers of the travel agency. This limit must be at least 30% of the planned annual sales of tours and related travel services. In the case that these revenues are lower than the sales in the preceding year, the indemnity limit must be at least 30% of the sales of tours and related travel services in the preceding year.

The setting of the indemnity limit is the full responsibility of the travel agency and in case of occurrence of the insured event the insurer shall not be obliged to provide indemnity in an amount that exceeds the contracted indemnity

limit. In compliance with the Act and the Insurance Conditions, the travel agency shall pay a share of the insured event in the amount stipulated in the insurance contract (deductible), which must be deposited beforehand in the insurer's account.

Exclusions from insurance

Insured events that are expressly defined in the Insurance Conditions as exclusions are excluded from insurance.

Premium

The premium is always set for one calendar year based on the real insurance mathematics assumptions of the individual risks, sales volume and deductibles of the travel agency and its financial situation. Its size and maturity are given in the insurance contract.

Policy period

The beginning and end of insurance are given in the Insurance Agreement.

Policy termination

Insurance terminates upon the expiration of the policy period, by agreement, or failure to pay the premium or deductible.

The Insurer may terminate the insurance policy subject to 8 days' notice, if the Policyholder fails to notify the Insurer of an increase in the insured risk, which they may do within 2 months after the date on which they learned about the higher insurance risk and the insurer and policyholder may terminate the insurance policy by a notice delive-

red to the other contracting party at least 6 weeks before the expiration of the policy period and the insurance shall terminate upon the expiration of the policy period.

Law, courts, language

The insurance policy is governed by the legal code of the Czech Republic and disputes are decided by the respective courts of the Czech Republic. All communication with the insurer is conducted in the Czech language.

Complaints

Complaints may be sent to the address of the insurer or via e-mail to the client centre. The detailed procedure for filing complaints is available on the insurer's website. Complaints may also be addressed to the Czech National Bank.

Use of electronic media

The Insurance Agreement is saved on the Insurer's internal system servers, and extracts from the system may be provided to the Client upon request. The Agreement may be concluded in the Czech language. The Agreement is

concluded in individual steps determined by the technical solution of the on-line system. When entering the data into the system, the system enables the prospective client to identify and correct potential errors. When carrying out its activities, the Insurer observes the Code of Conduct of the Czech Insurance Association, the Code of Conduct of the Financial Market (www.cap.cz), and the internal rules of the ERV Group.

Additional information

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

Taxes

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

Insurance Against Travel Agency Bankruptcy Insurance Terms and Conditions



TERMS AND CONDITIONS OF INSURANCE AGAINST TRAVEL AGENCY BANKRUPTCY (PP-INS-1806-EN)

GENERAL INSURANCE TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 "We" (in all forms used) or the "Insurer" means ERV Evropská pojišťovna, a. s., having its registered office at Křížkova 237/36a, 186 00 Prague 8 Karlín, Czech Republic, company ID No. 492 40 196, incorporated in the Commercial Register at the Municipal Court in Prague, Section B, Entry 1969. Supervision in the insurance industry is carried out by the Czech National Bank, Na Příkopě 28, 115 03 Prague 1, Czech Republic.
- 1.2 The Insurance Contract and legal relations under it will be governed by the laws of the Czech Republic. The resolution of any disputes arising under the insurance will be in the competency of the courts of the Czech Republic. Any disputes arising from the insurance will be resolved by the competent courts under Czech law.
- 1.3 The insurance is agreed as loss insurance, and is governed by Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code"), Act No. 159/1999 Coll., on Certain Conditions of Business Activities in the Field of Tourism (hereinafter referred to as the "Act"), and other generally binding regulations of the Czech Republic, these Insurance Terms and Conditions and the Insurance Agreement.

2. INSURANCE COMMENCEMENT AND DURATION

- 2.1 The insurance is contracted for a period of one year provided it is not agreed otherwise in the Insurance Agreement. If insurance is contracted for a period longer than one year, the period of insurance is one year.
- 2.2 Insurance commences on the date shown in the Insurance Agreement, but at the earliest on the effective date of the decision on award of the State licence to operate the travel agency trade (hereinafter referred to as the "Concession"), but only assuming that the premium (or its first instalment) and deductible (or its first instalment) were duly paid within the period agreed in the Insurance Agreement.
- 2.3 The insurance cover and the obligation of the Insurer to provide insurance indemnity commence on the date of payment of the first insurance premium or its agreed portion, provided it is not agreed otherwise in the Insurance Agreement.
- 2.4 Insurance applies to the insured events, which will occur during the policy period.
- 2.5 If the policyholder does not take out a new Insurance Contract after the termination of the Insurance Contract concluded with the Insurer, the insurance applies to the insured events related to the tours or related travel services sold during the policy period; the provisions of point 2.4. of these Insurance Terms and Conditions will not apply in this case. The moment of sale of the tour or related travel services means the moment of conclusion of the tour contract or the contract on the arrangement of related travel services.
- 2.6 Failure to pay the premium does not void the agreement.

3. INSURANCE TERMINATION

- 3.1 Beside other methods stipulated under the Civil Code or these Insurance Terms and Conditions, the insurance terminates particularly
- 3.1.1 by the expiration of the policy period, if the insurance was contracted for a fixed term

- 3.1.2 by the agreement of the Insurer and Policyholder
- 3.1.3 on the date following futile lapse of the period stipulated by the Insurer in the dunning letter for payment of the outstanding premium or its portion, respectively, the outstanding deductible or its part; this dunning letter must contain a notice of the policy termination in case of non-payment of the premium or deductible
- 3.1.4 by the Insurer's termination notice delivered within 2 months from the date on which it learned about the increase in the insured risk, which the Policyholder failed to report to it in breach of law; the termination notice period is eight days and the policy is terminated upon its expiration
- 3.1.5 By the Insurer's or Policyholder's termination notice delivered at least 6 weeks before the expiration of the policy period (if the insurance is agreed upon at a standard premium); the insurance terminates upon the expiration of the policy period; but if the termination notice is delivered to the other contracting party later than six weeks prior to the date on which the policy period expires, the insurance terminates at the end of the next policy period
- 3.1.6 by the lapse of insurable interest, lapse of insurance risk, on the date of death of the insured person, on the date of the dissolution of the insured legal entity without a legal successor; the date of the lapse or suspension of the concession will be considered as the lapse of insurable interest
- 3.1.7 if the Policyholder does not obtain a concession after signature of the insurance agreement; the Insurance Contract is terminated from the outset; the Policyholder is obliged to notify this fact directly to the Insurer

4. LEGAL CONDUCT AND INSURANCE TERMS AND CONDITIONS MODIFICATION

- 4.1 The Insurance Agreement, and legal acts relating to the insurance must be executed in writing. Written form also applies to legal acts executed by electronic or other technical resources that allow capture of content and determination of the acting person.
- 4.2 The Insurer is entitled to unilaterally change the Insurance Terms and Conditions of already concluded insurance policies. If the Insurance Terms and Conditions change, the Insurer must notify the Policyholder and provide them with a 30-day period for opinion. If the Policyholder does not respond within the given period, this will be considered as the acceptance of the change in the Insurance Terms and Conditions.
- 4.3 The Policyholder may send their disagreement to the Insurer by e-mail or letter; in such case they also have the opportunity to terminate the Insurance Contract. The Insurance Contract will terminate on the date of delivery of the termination notice to the Insurer. If the Policyholder will not agree with the change, the Insurer may terminate the Contract within 30 days of the force of the change in the Insurance Terms and Conditions.

5. PREMIUM

- 5.1 The premium paid by the Policyholder is a one-time premium, provided it is not stipulated otherwise in the Insurance Agreement.
- 5.2 If insurance terminates, the Insurer is obliged to refund the premium in excess of the premium for the period up to the policy termination to the Policyholder and transfer such amount to the Policyholder's account within 30 days from the date on which the Policyholder submitted a new Insurance Contract to

the Insurer or otherwise proves the lapse of the insurance risk.

- 5.3 In case of termination of the Insurance Contract due to the occurrence of an insured event, the Insurer will be entitled to a one-time premium for the full period for which the insurance was contracted. If a different premium payment method was agreed (periodical premium), the Insurer in such case will be entitled to a premium up to the end of the policy period in which the insured event occurred. Similarly this provision will also apply in case of termination.
- 5.4 If an insured event occurs after the insurance termination pursuant to the provisions of point 2.5. of these Insurance Terms and Conditions, the Insurer is entitled to receive the premium to the extent stated in the provisions of point 5.3. of these Insurance Terms and Conditions.
- 5.5 It is possible in the Insurance Contract to agree on the Policyholder's payment of the premium in instalments. If payment of the premium in instalments has been agreed upon, the Insurer is entitled to add a percentage surcharge to the annual premium. If any instalment will not be paid on its due date at the latest, the Insurer is entitled to demand one-time payment of the remaining amount of the premium. The Insurer may exercise this right until the due date of the next instalment.
- 5.6 If the Policyholder is in delay with the premium payment, the Insurer has the right to seek default interest in compliance with the legal regulations.
- 5.7 The Insurer has the right to adjust the periodic premium for the next policy period in case of the change of the generally binding regulations that govern insurance or the decisive conditions for setting the amount of the premium (sales of tours or related travel services, indemnity limit, deductible and the like). If the Policyholder does not agree with the change of premium and expresses their disagreement within one month from the date on which they learned about the proposed change, the insurance will terminate upon the lapse of the policy period, which precedes the policy period for which a new premium amount has been stipulated.

6. DEDUCTIBLE

- 6.1 The Policyholder is obliged to deposit the deductible amount into the Insurer's account within the period stipulated in the Insurance Agreement, provided that a different type of deductible has not been agreed upon (e.g. Bank Guarantee).
- 6.2 If the insured event occurs, the Insurer will preferentially use the amount deposited into his account as a deductible for indemnity purposes.
- 6.3 The gains on the unused portion of the deductible accrue to the Insurer also in case of policy termination.
- 6.4 If the deductible amount drops below the minimum amount stipulated in the Insurance Agreement, the Policyholder is obliged to top-up the deductible to the given minimum amount within 6 weeks of the date on which they received notification of drawing of the deductible from the Insurer at the latest. If the Policyholder fails to do so, the insurance will terminate upon the lapse of this period, unless agreed otherwise.
- 6.5 If insurance terminates, the Insurer is obliged to refund the unused portion of the deductible to the Policyholder's account no later than within 30 days from the date on which the policyholder submitted a new Insurance Contract to the insurer or otherwise proves the lapse of the insurance risk.

6.6	If a different form of Policyholder's deductible will be agreed upon in the Insurance Agreement, the provisions of this article will apply adequately.	7.2 7.2.1	The Policyholder is further obliged to pay the premium and deductible to the Insurer in a manner, amount and within the periods agreed upon in the Insurance Agreement	8.3.2	cooperate with the Insurer as necessary when ascertaining the scope and size of the claims, particularly to provide the insurer with the tour contract or the contract on the arrangement of related travel services and other documents that are decisive for assessment of the beneficiary's indemnity claim and its amount, as well as to allow necessary investigations
7. DUTIES OF THE POLICYHOLDER WHEN CONCLUDING THE INSURANCE AND DURING ITS DURATION					
7.1	Aside from other duties stipulated under the legal regulations, the Policyholder when concluding the insurance and during its duration is obliged to	7.2.2 7.2.3	maintain the deductible at the amount stipulated the Insurance Contract for the policy period submit the written letter of the appointment of a responsible representative for continuous contact with the Insurer	8.4	If the Beneficiary breaches any of their obligations stipulated in the Civil Code or in these Insurance Terms and Conditions or in the Insurance Agreement, particularly if they state false information, if they provide incomplete answers to the queries of the Insurer or if they intentionally state false or grossly distorted data, the Insurer is entitled to adequately reduce the indemnity or refuse to indemnify.
7.1.1	provide true and full answers to all written queries of the insurer regarding the insurance	7.2.4	deliver a Monthly Report of the Travel Agency Operations to the Insurer, but not later than by the 25th day of the following month		
7.1.2	notify the Insurer in writing of all circumstances known to them, which are fundamental for acceptance of the risk; this also applies to the cases of change of insurance; fundamental issues are also risk circumstances, which have an impact on the decisions of the Insurer regarding the conditions for conclusion of the insurance agreement, particularly	7.2.5 7.2.6	submit the records according to point 7.1.11 upon request of the Insurer fulfil other obligations imposed by the Insurer in the Insurance Agreement		
7.1.2.1	deterioration of the asset position and solvency	7.2.7 7.2.7.1 7.2.7.2	notify the Ministry of Local Development of policy termination the facts, which may lead to bankruptcy, particularly serious deficiencies in their financial operations, if they may lead to policy termination		
7.1.2.2	the acts regarding loans, provision of guarantees for immovable and movable assets to third parties	7.2.8	inform the customer about the scope and conditions of insurance, about the conditions for making an insurance claim and about the Insurer and submit the appropriate document to them according to point 9.1.3. of these Insurance Terms and Conditions		
7.1.2.3	amalgamation, merger, division or sale of the business establishment and the transfer of its shares or marketable shares	7.2.9	notify the customer through the appropriate forms according to the law.		
7.1.3	make possible for the Insurer or persons authorised by them to assess the insured risk, particularly submit all documents, which are related to the insurance and concern their business and financial situation, particularly the financial and asset balance for the preceding periods, a business plan, sales plan, or other documents and data, which the Insurer will demand, and provide explanations	8. OBLIGATIONS OF THE POLICYHOLDER AND BENEFICIARY UPON OCCURRENCE OF AN INSURED EVENT			
7.1.4	submit a copy of the confirmation of payment of the annual contribution to the Guarantee Fund for the given calendar year	8.1	If a loss or insured event occurs, the Policyholder and Beneficiary apart from other obligations stipulated under legal regulations, are also particularly obliged to	9.1	In addition to other obligations stipulated by legal regulations, the Insurer will particularly issue a policy to the Policyholder as a document of conclusion of the Insurance Agreement; the policy must contain at least the number of the Insurance Agreement, identification of the Insurer and Policyholder, method of designation of the Beneficiary, insured event, insured risk and policy period
7.1.5	notify the Insurer without incessant delay of all changes regarding the facts that the Insurer has requested or are stipulated in the Insurance Agreement	8.1.1	take all possible measures leading to the reduction of the loss or prevention of its spread and act according to the instructions of the Insurer, which they are obliged to request from the Insurer, if the circumstances allow this	9.1.1	start an investigation without undue delay after the notification of a loss event in order to establish the scope of the Insurer's indemnity duty
7.1.6	notify the Insurer without incessant delay of any change in the insured risk or its demise	8.1.2	provide true explanations of the creation of the loss event and scope of its consequences	9.1.2	provide the Policyholder in addition to the policy also with a document for the customers, which must particularly contain the identification of the Insurer, Insurance Terms and Conditions and method for notification of a loss event
7.1.7	notify the Insurer without incessant delay of an increase in the sales of tours or related travel services above the amount used to set the last indemnity limit	8.1.3	secure and provide evidence of the occurrence, cause, scope and consequences of the loss event and the amount of ensuing damage and submit all documents, which the Insurer will demand in connection with the loss event	9.1.3	pay any yields on the unused amount of the deductible according to point 6.3. of these Insurance Terms and Conditions to the Policyholder's bank account, refund the unused amount of the deductible according to point 6.5. of these Insurance Terms and Conditions to the Policyholder's account
7.1.8	notify the Insurer that they (the Policyholder) have contracted the insurance against the same risk with another insurer; they are at the same time obliged to state the name of the given insurer's company and the indemnity limit	8.1.4	allow the Insurer or person authorised by them to conduct investigations necessary for assessment of entitlement to indemnity, particularly investigate the causes and scope of damage for the purpose of setting the insurance indemnity amount	9.1.4	notify the Ministry of Local Development of policy termination
7.1.9	not to conclude a tour contract or a contract on the arrangement of related travel if it would result in an overrun of the indemnity limit agreed upon in the Insurance Contract against bankruptcy	8.1.5	notify the competent criminal and misdemeanour authorities about the occurrence of an event in circumstances that indicate commitment of a crime or misdemeanour; the Policyholder is further obliged to notify the Insurer without undue delay that criminal proceedings have been initiated against them or their employee in connection with the insured event, and inform the Insurer about the progress and a result of such proceedings	9.1.5 9.1.5.1 9.1.5.2	change of insurance that occurred as a result of growth in the sales of tours or related travel services compared to the planned sales stated by the Policyholder at the time of conclusion of the initial insurance
7.1.10	ensure that the insured event does not occur; they must particularly not violate duties that lead to the prevention or reduction of the risk, which are stipulated for them under the legal regulations or on their basis or that they have accepted in the Insurance Agreement; they must also not allow third parties to breach these obligations	8.2	All the obligations stipulated in the Insurance Contract and the legal regulations, which apply to the Policyholder, will also adequately apply to all persons, who make indemnity claims; these persons will also be liable for fulfilment of the prescribed obligations to reduce damage and the obligations targeted at prevention and aversion of damage.	9.1.5.3 9.1.5.4 9.1.5.5	Policyholder's rejection of a proposal for change of insurance the facts, which may lead to the Policyholder's bankruptcy, particularly serious deficiencies in their financial operations occurrence of the insured event and payout of indemnity
7.1.11	keep demonstrable records for each calendar month of	8.3	Apart from other obligations stipulated by the legal regulations, the Insurance Contract and these Insurance Terms and Conditions, the beneficiary is particularly obliged to	9.1.6 9.1.7	to allow the Policyholder to view the records concerning their loss event and allow them to procure a copy or transcript to return documents that are requested by the Policyholder.
7.1.11.1	tour packages sold, including the amount of revenue from these individual tour packages and the revenues from tour package vouchers; in the case of a concession to the extent of the scope of business consisting in the organisation of package tours,	8.3.1	notify the Insurer in writing that the insured event has occurred, whereas such written form will not be required in case of notification of the loss event according to point 10.1.1. of these Insurance Terms and Conditions; in case of a loss event according to points 10.1.2. and 10.1.3. it is necessary to notify the Insurer of such an event not later than within 3 months of its occurrence		
7.1.11.2	tourism services rendered, which are components of composite tour services, and of the amount of revenues from these services in the case of a concession within the line of business consisting in the arrangement of package tour services			10. INSURANCE RISK, INSURED EVENT	
7.1.12	maintain the indemnity limit at such a level so that all the e claims of Beneficiaries are satisfied in case of an insurance event			10.1	The insurance is agreed for the case where due to bankruptcy the Policyholder
				10.1.1	will not provide the Beneficiary with transport from the place of stay abroad to the departure or other point, if such transport is included in the tour or related travel services
				10.1.2	will not refund the advance payment or price of the tour including the price paid for the package tour voucher to the Beneficiary, if the tour was not realised
				10.1.3	will not refund the difference between the tour price paid and the price of the partially provided tour to the Beneficiary in case of the realisation of part of the tour only
				10.1.4	will not refund payments for the package tour services, which were rendered to the Beneficiary
				10.2	The insured event is the fact stated in points 10.1.1. to 10.1.4. of these Insurance Terms and Conditions, if connected with the indemnity obligation of the Insurer.

10.3 To realise a tour voucher, its holder is obliged to submit the acquisition document, otherwise no indemnity will be provided.

11. EXCLUSIONS FROM INSURANCE

- 11.1 Insurance indemnity will not cover damage caused by
- 11.1.1 a leak of nuclear power or radiation from radioactive fuel or wastes, effect of nuclear, chemical or biological weapons
- 11.1.2 war, civic unrest, declared or undeclared acts of war, civil war, invasion, uprising, revolution, mutiny, military coup or violent seizure of power
- 11.1.3 intervention of a public authority or public administration
- 11.1.4 terrorist act
- 11.1.5 environment pollution
- 11.1.6 pandemic.

12. INSURANCE INDEMNITY LIMITS

- 12.1 The upper threshold of insurance indemnity is dictated by the insurance indemnity limit.
- 12.2 The insurance indemnity limit applies to one insurance event and one year.
- 12.3 The insurance indemnity limit is determined by the Policyholder at their own risk so that it complies with the law.

13. INSURANCE INDEMNITY

- 13.1 If the Policyholder in consequence of bankruptcy fails to provide transport to a Beneficiary from the place of stay abroad stay abroad to the departure or other point, if such transport is included in the tour or related travel services, the Insurer will provide indemnity to the Beneficiary on the basis of notification directly by arranging transport from the place of stay abroad to the departure or other point, including the necessary board and lodging until departure.
- 13.2 If the Beneficiary arranges their own transport, including the necessary board and lodging at their own cost, the Insurer will indemnify the Beneficiary on the basis of a written notice of insurance event, submission of the tour contract or the contract o the arrangement of related travel services, or other documents, which the Insurer will demand, only to the limit that the Insurer would have incurred they arranged the transport, board and lodging itself.
- 13.3 If the Insurer fails to get proof of occurrence of the insurance event from the Policyholder's representative within 12 hours of notification of the loss event, the Insurer will arrange transport from the place of stay abroad to the departure or other point, including the necessary board and lodging until departure.
- 13.4 Verification of the truth of the notification of the insurance event according to Section 7(2) of the Act will also be a circumstance stated in the preceding point.
- 13.5 The condition of a written notice of the insurance event, including submission of the tour contract or the contract on the arrangement of related travel services, including received appropriate informative forms according to the law, and other documents applies to indemnification in case of the Policyholder's failure to refund the advance amount paid or price of the tour, including the price paid for the package tour voucher, to the Beneficiary due to bankruptcy, if the tour did not take place, or the Policyholder fails to pay the difference between the tour price paid and the price of the partially provided tour to the Beneficiary or the Policyholder does not refund payments for the package tour services, which were rendered to the Beneficiary. In such case, the Insurer will pay indemnity in an amount corresponding to the advance payment made or the price of the tour, or the difference between the tour price paid and the price of the partially provided tour, but only after deduction of the amount refunded to the Beneficiary by the Policyholder, also taking into consideration the use of the services

within the scope of the indemnity according to point 13.1. of these Insurance Terms and Conditions. Indemnity is due within fifteen days of the Insurer's completion of the investigations necessary to ascertain the scope of its indemnity obligation.

- 13.6 Within 14 days from this finding, the Insurer will submit a list of Beneficiaries to the Guarantee Fund, including their statutory claims in excess of the indemnification limit and the Insurance Agreement, that forms the basis for indemnification. The list must contain the names and surnames of the Beneficiaries, their addresses, required claim amount of each Beneficiary and the total amount in excess of the indemnification limit. The Guarantee Fund will send the total amount exceeding the indemnification limit to the Insurer no later than 14 days after receiving the documents from the Insurer. Upon receipt of payment, the Insurer will settle the full claims of the Beneficiaries.
- 13.7 The Insurer will pay indemnity in Czech currency, unless agreed otherwise in the Insurance Agreement. The conversion of the costs, which the Beneficiary incurred in foreign currency will be done at the foreign exchange rate declared by the Czech National Bank in force on the date of the insured event.
- 13.8 The Insurer is not obliged to indemnify, if the Beneficiary fails to notify the Insurer of the insurance event within 3 months from its occurrence.

14. SALVAGE COSTS

- 14.1 The Policyholder is entitled to seek compensation of the costs reasonably incurred on
- 14.1.1 the aversion of an imminent insurance event
- 14.1.2 the alleviation of the consequences of the insurance event that has occurred, if the Policyholder was obliged to incur such costs.
- 14.2 Compensation of all reasonable salvage costs incurred and compensation of loss will be paid by the Insurer within the limit of CZK 10,000. If the Insurer commits itself in writing, they can pay a higher amount.
- 14.3 No-one but the Policyholder is entitled to file a salvage costs compensation claim with the Insurer.
- 14.4 The Insurer does not pay for any other losses and costs under the Insurance Contract according to these Insurance Terms and Conditions.

15. TRANSFER OF RIGHTS

- 15.1 The Insurer is entitled to seek reimbursement of amounts paid toward the insurance event from the Policyholder, if it proves that the Policyholder
- 15.1.1 intentionally caused the bankruptcy
- 15.1.2 violated the obligations stipulated by legal regulations and such violation was directly related to the occurrence of the insurance event
- 15.1.3 violated the obligations stipulated in articles 7. and 8. of these Insurance Terms and Conditions, up to such an amount that reflects the effect of such violation of obligations on the scope of the Insurer's obligation to pay indemnity, or the extent to which the Insurer's rights against the third parties were infringed.
- 15.2 If the Insurer learns after the insurance event that the Policyholder consciously provided false or incomplete documents and data, which were necessary for conclusion of the Insurance Agreement, the Insurer is entitled to seek the compensation of losses arising from such insurance event from the Policyholder.
- 15.3 If the circumstance stated in point 13.3. of these Insurance Terms and Conditions occur and it is not adequately proven that it was an insurance event, the policyholder is obliged to reimburse all the indemnity costs incurred by the Insurer on the Policyholder's behalf.
- 15.4 The Beneficiary's claims against the Policyholder arising from the latter's failure to fulfil the tour contract or the contract on the arrangement of related travel services to the extent of Article 10. of these Insurance

Terms and Conditions pass over to the Insurer only to the limit of the indemnity paid by the Insurer to the Beneficiary.

- 15.5 The Insurer is entitled to seek a refund of the indemnity paid by the Beneficiary, if the latter intentionally misled the Insurer in the fundamental circumstances relating to their indemnity claim.

16. DEFINITION OF TERMS

- 16.1 For the purpose of this insurance
- 16.1.1 **periodic premium** means the premium set for the policy period
- 16.1.2 **holder of a tour voucher** means a Beneficiary authorised to indemnify in case of bankruptcy of the travel agency; if they submit the acquisition document
- 16.1.3 **guarantee fund** means State Housing Development Fund, within the framework of which the funds of the tour operators are purposely pooled
- 16.1.4 **one-time premium** means a premium set for the entire period for which the insurance is contracted
- 16.1.5 **beneficiary** means a customer of the travel agency who is entitled to indemnity in consequence of having suffered an insurance event
- 16.1.6 **insurance policy** means a confirmation of the conclusion of the Insurance Contract from the Insurer
- 16.1.7 **policy period** means a period for which the insurance was contracted
- 16.1.8 **insured risk** means a cause of the occurrence of an insurance event as specified in Article 10 of these Insurance Terms and Conditions
- 16.1.9 **policy period** means a period stipulated by these Insurance Terms and Conditions for which a premium is paid
- 16.1.10 **insurance risk** means the probability of the occurrence of the insurance event caused by the insurance risk
- 16.1.11 **policyholder** means a travel agency which concluded the Insurance Contract against travel agency bankruptcy with the Insurer by course of the Act
- 16.1.12 **insurable interest** means a justified need for protection against the consequences of an insurance event
- 16.1.13 **loss insurance** means an insurance the purpose of which is to compensate a loss to property resulting from an insurance event within the agreed scope
- 16.1.14 **insured** means a travel agency for which liabilities are covered by insurance by course of the Act; the insured is identical to the Policyholder
- 16.1.15 **tour voucher** means the means of payment issued by the travel agency to pay for the tour
- 16.1.16 **operator** means a travel agency entrepreneur or legal entity, which is under a concession authorised to offer and sell tours by course of the Act (hereinafter referred to as the "travel agency")
- 16.1.17 **related travel services** means at least two different types of tourist services purchased for the purpose of the same journey or stay according to the law.
- 16.1.18 **deductible** means an amount, which the Policyholder deposits into the Insurer's account by course of the Act
- 16.1.19 **loss event** means an event which resulted in a loss and which could be a reason for the right to the compensation
- 16.1.20 **bankruptcy** means a situation in which the Policyholder has several creditors and is unable to pay their debts; if the Policyholder has stopped making payments, it is considered that they are unable to pay their debts; bankruptcy is also the fact that the Policyholder is insolvent
- 16.1.21 **tour** means a predefined combination of tourist services by course of the Act
- 16.1.22 **customer** means a person who has concluded a package tour contract or a contact on the arrangement of related travel services with a travel agency or a person to whose benefit such a contract was concluded, and also the person to whom the package tour or related travel services were transferred under the conditions stipulated under the Civil Code.

How we process personal data

GDPR

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

Who is the administrator of your personal data

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

You can contact us using the method you prefer:

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

Where and how you can ask

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

You can contact him:

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

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

What types of personal data do we process

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

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



Whenever you visit our website, for security reasons all identification data are recorded on our server (IP address) and other information (data, time, viewed page). We do not use Java Applets or Active X Controls.

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

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

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

What are the purposes of personal data processing

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

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

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

How we store personal data

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

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

What if you refuse to provide personal data

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

For how long do we process personal data

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

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

With whom do we share your personal data

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

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

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



What are automated decisions

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

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

What are your rights

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

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

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

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

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

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

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

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