

Trip Cancellation Insurance

When you have to cancel your travel

Pre-contract information, insurance terms and conditions



What information you will find in this document

Thank you for choosing us as your travel insurance provider. We believe we will convince you that you have made the right choice.

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Mobile application for easier travel

Moje Evropská - Travel insurance in your phone



QR codes for downloading the app



Android



iOS

Complete information on your travel insurance at your fingertips! Download our **Moje Evropská** mobile app for free and you will no longer have to carry unnecessary paperwork with you. Your phone will allow you to get instantly in touch with the Assistance services, and provide **information on your insurance** and a useful **safe of documents** and practical **travel tips**.

ERV travel & care - Safe travel services



QR codes for downloading the app
As a registration code, use your policy number.



Android



iOS

The other mobile app, **ERV travel & care**, will provide you mainly with information on the **security situation and the health system** in any country in the world. Moreover, it will send you an instant **alert** if something important happens in the area you are travelling to. It will show you the way to proven **hospitals or pharmacies** and provide important **phone numbers**.

Table of insurance coverage limits

What are the insurance options?	Storno		Storno Plus	
The maximum price of services we insure	CZK 500 000 ¹⁾		CZK 500 000 ¹⁾	
What problems of yours and your co-travellers are covered?	insured	deductible	insured	deductible
Hospitalization of traveller	✓	20%	✓	0%
Death of traveller	✓	20%	✓	0%
Traveller is bedridden (medical certificate)	✓	20%	✓	20%
Traveller is COVID-19 positive	✓	20%	✓	20%
What about other verifiable reasons?	insured	deductible	insured	deductible
Personal preventive quarantine of traveller	-	-	✓	20%
Other reasons of traveller including those related to COVID-19	-	-	✓	20%
Health problems of persons who were not supposed to travel	-	-	✓	20%
Other reasons of persons who were not supposed to travel	-	-		20%

Explanatory notes:

- 1) The maximum price of travel services we insure in total per insurance contract, family, or all co-travellers. If you want to insure a more expensive trip or travel service, please contact us at (+420) 221 860 860.

This table is an integral part of the insurance terms and conditions.

Before you buy insurance

(pre-contract information)

Before arranging insurance, always consider the nature of your trip and all the activities you intend to pursue. Make sure the product version you have selected and its extension options include these activities.

When taking out a policy on behalf of someone who is not a member of your immediate family, obtain their consent and forward the insurance terms and conditions to them.

The English version of this document is an informative translation from the Czech language. In the event of any inconsistency between the language versions, the Czech version shall be binding.

What is trip cancellation insurance

Trip cancellation insurance provides coverage in case you need to suddenly cancel a reserved flight ticket, accommodation or a tour.

It covers accidental events related to travel (but never to travel concerns) and the occurrence of COVID-19, as described below in the insurance terms and conditions, which occur during the insurance period.

The insurance always enables travellers to cancel from serious medical reasons, incl. when they become sick with COVID-19.

You can arrange trip cancellation insurance in two variants – **Storno** and **Storno Plus**. As a minimum, both variants enable travellers to cancel from serious medical reasons, incl. when they become sick with COVID-19.

Storno Plus includes more reasons for cancellation and a wider range of insured persons. Also, Storno Plus applies to situations where you have been ordered a personal preventive quarantine (due to a contact with COVID-19 positive person) or you fail to meet the health conditions for travel at the moment of departure (airport check, boarding a means of transport, crossing a national border etc.).

You can take out the insurance within 3 working days after you have booked the first travel service related to your trip or paid for the tour. If you book a travel service or pay for a tour less than 15 days before the departure date, you are required to take out cancellation insurance on the day of booking/payment. If you do not meet the deadlines for taking out insurance, we cannot provide you with insurance payments. In this case, you are entitled to a refund of the premium.

If a trip to a country whose security, health, political or climatic situation may give rise to travel concerns is cancelled, the insurance claim settlement may be reduced by half.

The special term “closest relatives” has been introduced to determine the extent to which your family members are covered under your insurance. It can be found in the interpretation of terms.

In the table of insurance coverage limits, you will also find when and how much you contribute in each settled claim (deductible).

What the insurance does not cover (exclusions)

The insurance does not cover events that you cause intentionally, events that constitute violations of the law as well as any of the events expressly listed among the exclusions.

For the list of exclusions, please see page 8 of the insurance terms and conditions, entitled „What the insurance does not cover” as well as the detailed description of each type of policy. All exclusions are colour-coded. Please review the exclusions before entering into an insurance contract.

Pay attention also to your responsibilities described in the insurance terms and conditions. By adhering to them, you will be able to use the insurance to the fullest and we will not have to cut or refuse your insurance claim settlement.

How much the insurance costs and how long it applies for

We usually set the premium for the entire insurance period (one-off premium). The price depends on the insurance coverage and the term of the selected insurance, the geographical area, the purpose of travel and the number and age of the people. The price is indicated in the insurance contract and is paid in a single instalment.

The insurance contract is established with the payment of the premium, which must be paid before the onset of the trip.

One-off premium always belongs to the insurer in full regardless the reason or manner of the insurance termination.

The premium is not subject to value added tax and the insurance claim settlement is not liable to income tax.

Trip cancellation insurance is established once the premium is paid and ends the moment you start using the travel service or cross the border of the Czech Republic.

Before arranging your insurance and setting out on your trip, please always read our latest position on the situation abroad, which is available on our website. Please also carefully follow all recommendations of the Ministry of Foreign Affairs of the Czech Republic (or other state administration bodies) related to travel and possible restrictions to it. Based on such latest information, your coverage may be restricted just before the day of your departure.

How the insurance is linked to other products

We offer the insurance under the same conditions separately or as a supplement to another product or service (trip, flight ticket, bicycle, etc.). However, you can always buy a product or service without insurance.

How the insurance expires

A travel insurance usually expires with the lapse to the negotiated term. Insurance may also be terminated by

- our mutual consent,
- withdrawal from the contract, if either you or we submit false information.
- withdrawal from the contract within 14 days of arranging the policy using means of remote communication, as long as the term of the policy exceeds one month.
- a notice of termination sent within 2 months of the arrangement date. We will terminate the policy within 8 days of receiving the notice,
- a notice of termination sent within 3 months of reporting a claim. We will terminate the insurance within 30 days of receiving the notice.
- by a notice of termination you will serve within 2 months of establishing that we have violated the equal treatment principles. We will terminate the insurance within 8 days of receiving the notice.

Where and how you can file complaints

Please let us know of your complaint using the channel that best fits your needs:

- by email at klient@ERVpojistovna.cz,
- via www.ERVpojistovna.cz/en,
- by a letter sent to ERV Evropská pojišťovna, a. s., Křížkova 237/36a, 186 00 Praha 8,
- by phone on +420 221 860 860.

You can also complain to the Czech National Bank, Na Příkopě 28, 115 03 Praha 1, Czech Republic, tel.: +420 224 411 111.

For out-of-court settlement of consumer disputes, you can contact

- the Office of the Ombudsman of the Czech Insurance Association, Elišky Krásnohorské 135/7, 110 00 Praha 1, phone: +420 602 273 096, www.ombudsmancap.cz,
- Czech Trade Inspection Authority, Štěpánská 567/15, 120 00 Praha 2, phone: +420 296 366 360, www.coi.cz.

Who we are and what we do

We are an insurance company. A travel insurance company. We are different because travelling is our life. It has been like that for over 100 years now.

We deal with insurance in the non-life insurance segment. If you are interested in how we are doing, go to www.ERVpojistovna.cz/en/mandatory-information.

You can find us at ERV Evropská pojišťovna, a. s., Křížkova 237/36a, 186 00 Praha 8. Our ID number is 492 40 196 and we are registered in the Commercial Register kept by the Municipal Court in Prague, Section B, File 1969.

Our website is www.ERVpojistovna.cz, and you may call us +420 221 860 860 or email us at any time at klient@ERVpojistovna.cz.

Regardless of the channel of communication you choose, we will speak Czech to you.

The principles we follow

Our operations are overseen by the Czech National Bank. We are subject to the law of the Czech Republic, and any disputes are resolved by Czech courts.

The insurance contract that regulates our mutual relationship is mainly governed by the Civil Code and the insurance terms and conditions.

We observe 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.

Consult with us the reasons for cancellation

Contact us in any situation in which you feel like you have a serious reason to cancel your trip.

What will we need to know from you?

- your name and date of birth,
- what has happened, or what health problems you are experiencing,
- your policy number,
- contact phone number.

You can simply contact us via the Moje Evropská mobile app homepage or by calling +420 221 860 860.

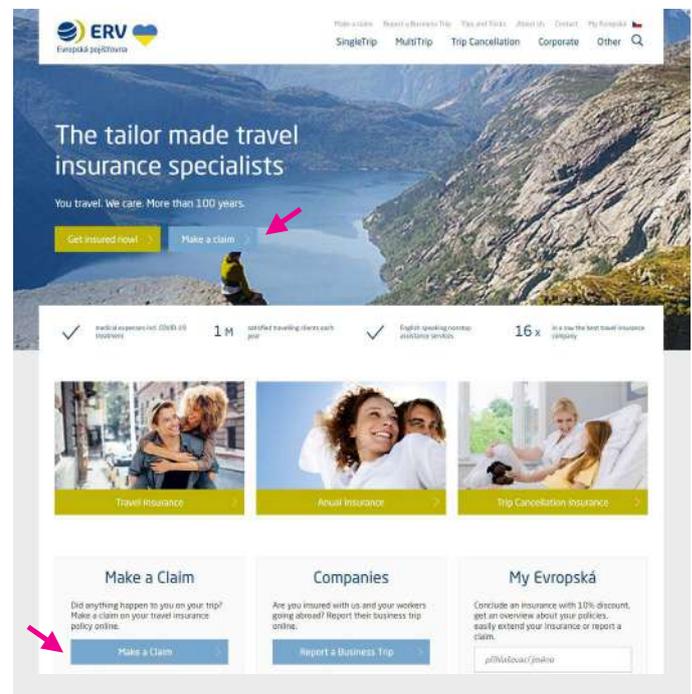
What you should do in the event of a claim

When cancelling a trip:

- Contact us immediately and consult the next steps with us.
- Have your travel agent/service provider issue a cancellation invoice for the tour/service you have purchased.
- The claim should be reported before the scheduled onset of the trip, if possible.

Make it easy for yourself to report a claim

In order for us to deal with any claim, we will always require a claim report duly filled in. The easiest way is to report the claim online via www.ERVpojistovna.cz. With this service, any claim will be settled within 7 business days. For a smooth settlement process, carefully fill in all columns of the online claim report, attach the scanned originals of the documents, and provide the most detailed possible description of the circumstances in which the damage occurred. Keep the original documents for possible verification. You may also print the claim report out and send it to us by post.



For smooth reporting of claims, have the appropriate documents ready, e.g.:

- insurance contract,
- medical report,
- receipts,
- medical treatment bills and medication receipts,
- confirmation of the damage incurred issued by the carrier, the police, the hotel, car rental company, etc.,
- attach photos or written testimonies, where available.

For a specific list of documents required for your type of damage, please refer to step 1 of the online report.

We will keep you informed of the progress achieved in investigating the claim and payment of the insurance claim settlement.

What terms we use

We tried to be as accurate as possible while writing the text of the insurance terms and conditions. Yet, it may not always reflect every possible scenario. In order to make the text easy to follow, we prepared a glossary of basic terms defining the expressions used.

Closest relatives are your parents and children, i.e. your dependants up to the age of 26. A husband and wife, registered partners and partners who share a common household are also regarded as the closest relatives.

Collective claim is a claim resulting from one event that involves more than 3 of your employees.

Compensation table is a list of physical harm scenarios caused by an injury, on the basis of which we determine the amount of permanent disablement benefits. The table, which is also available on our website, is an integral part of the insurance terms and conditions.

Continued treatment denotes health care that is provided to you following the treatment of an acute illness or injury. Whether we regard the treatment as continued treatment will be decided by the physician of our assistance services after consulting your attending physician.

Deductible denotes an amount you contribute to each claim settled.

Employee refers to a person under a labour-law or similar relationship with an employer, or an entrepreneurial natural person.

Employer refers to a legal entity or entrepreneurial natural person whose employees are covered by the insurance.

Europe means all European countries (incl. European parts of Russia and Transcaucasus), Canary Islands, Madeira, Azores and Mediterranean countries.

Expedition denotes a pre-organised trip, the purpose of which is to achieve a special sporting or scientific result.

Fellow traveller refers to a person travelling with you, who is named in the same policy, or tour contract.

Fixed-sum insurance denotes insurance under which a predetermined amount is paid to you in the event of a claim. The actual damage worth is irrelevant.

Gross negligence is your top-intensity negligence, which is characterised by a particularly serious dereliction of duty, carelessness and recklessness. This includes not respecting operating rules or instructions (e.g. in water parks, on ski slopes) or not using protective equipment (e.g. pads, helmets, gloves).

Home country refers to the territory of the Czech Republic.

Chronic illness denotes an illness that existed at the time of the conclusion of the insurance contract and that has caused you health complications or has led to a change in medication or your treatment regimen during 6 months prior to your scheduled departure, for cancellation insurance prior to the moment the insurance was taken out. We do not automatically treat incurable diseases as chronic illnesses.

Individual item also denotes a set of your things of a similar or identical nature or use (e.g. a camera with accessories), even though they may not have been bought at the same time.

Injury is a health issue you have suffered due to the sudden action of an external factor or your own physical strength regardless of your will. More serious injuries may be lethal or result in permanent consequences.

Insurance risk denotes a specific situation, during which a claim may occur.

Insurance coverage denotes an amount of money we will pay you on your claim.

Insured event (claim) denotes an accidental event as described in the insurance terms and conditions, which occurred during the insurance term and which establishes our obligation to provide you with insurance coverage.

Insured person denotes the person stated in the insurance contract as the beneficiary of the insurance coverage.

Loss event denotes an event that leads to damage on your part. It may result in the insurance claim settlement.

Loss insurance denotes an insurance, under which we will cover the actual amount of your loss subject to the negotiated limits.

Manual labour denotes any compensated work other than administrative or managerial work.

Natural disaster denotes the devastating action of natural forces. This mainly involves fires, explosions, direct strikes of lightning, storms, floods or area flooding, hail storms, landslides, rocks or earth collapsing, avalanche falls and falls of trees or posts, earthquake, volcanic activity, etc.

Outpatient treatment denotes a treatment provided by a physician, which does not require your hospitalisation.

Personal effects denote luggage and personal items customary to the given purpose of the trip. You may either own these items and take them on your journey or acquire them while travelling. If you have taken out insurance for items belonging to your employer (e.g., a mobile phone, notebook), they are also treated as your personal effects.

Policy is a confirmation of the insurance you have taken out.

Policy holder denotes a person who has entered into an insurance contract with us.

Robbery denotes the appropriation of an insured item with the use of violence or a threat of imminent violence.

Table of insurance coverage limits (table) means an overview of the highest possible amounts that may be paid to you on claims that occur during a single trip abroad in the course of the insurance term. The table also shows specific insurance coverage limits and your deductible on each claim settled.

Terrorism denotes the purposeful use of violence or a threat of violence. It is usually directed against unsuspecting persons and its aim is to incite fear with a view to achieving a political, religious or ideological goal.

Tour denotes a combination of travel services fixed in advance, which the travel agent sells you for an overall price.

Valuables refer to antiquities, jewellery, furs, precious stones and items containing precious metals.

We are ERV Evropská pojišťovna, a. s., with our registered office at Křižíkova 237/36a, 186 00 Praha 8, Czech Republic. Our ID number is 492 40 196 and we are registered in the Commercial Register kept by the Municipal Court in Prague, Section B, File 1969.

You refer to the person entering into an insurance contract with us, or the person referred to in the contract as the insured person.

Frequently asked questions

Not everyone has the time or the patience to read the lengthy insurance terms and conditions. Therefore, we have created a list of questions and answers, which will provide you with all the essentials you need to know.

Does my insurance cover COVID-19?

Yes, our trip cancellation insurance enables to cancel your trip if you become sick with COVID-19. Storno Plus includes more reasons for cancellation, a wider range of insured persons. Also, Storno Plus applies to situations where you have been ordered a personal preventive quarantine (due to a contact with COVID-19 positive person) or you fail to meet the health conditions for travel at the moment of departure (airport check, boarding a means of transport, crossing a national border etc.).

Will I get insured if I am undergoing a long-term treatment?

Yes, you will, the insurance is also available to the chronically ill. However, the condition is that your health status has been stabilised for 6 months before the planned departure, i.e. there have been no medical complications, or changes in medication or treatment regimen during that time. For trip cancellation insurance it is 6 months before the insurance is taken out.

What does "deductible" mean?

Deductible is a specific amount or percentage you contribute to each claim settled. For example, if your deductible is 20%, on a claim amounting to CZK 10,000, we will pay you CZK 8,000. When taking out your insurance, you may select a variant with or without a deductible.

What is the purpose of trip cancellation insurance?

Trip cancellation insurance provides coverage in case you need to suddenly cancel a reserved flight ticket, accommodation or a tour. The reasons may include, for example, your serious acute illness or injury that requires hospitalisation, death of your closest relative or extensive damage to your residence. The amount of your deductible on each settled claim is stated in the table of insurance limits as well as in the insurance conditions wording.

How can I buy trip cancellation insurance?

You can take out the insurance within 3 working days after you have booked the first travel service related to your trip or paid for the tour. If you book a travel service or pay for a tour less than 15 days before the departure date, you are required to take out cancellation insurance on the day of booking/payment. If you do not meet the deadlines for taking out insurance, we cannot provide you with insurance payments. In this case, you are entitled to a refund of the premium.

How long am I covered by cancellation insurance?

Cancellation insurance lasts until you start to use your travel service(s) or cross the Czech border. This means, for example, when you check in at an airport or cross a border into a foreign country in your own vehicle.

Does my insurance cover business trips?

Yes, we will take care of you regardless of whether you are travelling abroad for business or entertainment.



What the insurance does not cover (general exclusions)

Before clarifying what your insurance does cover, let us first list the instances where it will not provide any coverage. This will typically involve situations where the loss occurs as a result of:

1. Your deliberate action or the deliberate action of other persons prompted by you.
 2. Your gross negligence, which, however, does not apply to liability or legal protection insurance.
 3. Isolated or repeated instances of abuse of alcohol, narcotic or psychotropic substances.
 4. Mental disorder or mental illness including depression.
 5. Contracting AIDS.
 6. Inadvertent events that cannot be prevented regardless of all efforts (e.g. pandemics, epidemics, strikes and other types of suspension of work).
 7. Nuclear leaks or leaks of radiation from radioactive fuel or waste, the effects of nuclear, chemical or biological weapons.
 8. War, civil unrest, declared, or non-declared military action, civil war, invasion, rebellion, revolution, uprising, military coup, or violent usurpation of power.
 9. Trips to areas we have designated as war zones, or in respect of which the Ministry of Foreign Affairs issued a warning prompting citizens to reconsider travelling to that area.
 10. Transport of war related material to an area designed as a war zone by the Ministry of Foreign Affairs of the Czech Republic.
 11. Terrorism and any other violent acts you participate in.
 12. Your participation in excursions to places with extreme climatic or natural conditions and in expeditions (e.g. polar expeditions, desert trips, cave exploration, etc.).
 13. Organisation of any extraordinary events to save your life or to ensure your rescue in remote areas or in extreme conditions (e.g., in rebel areas, mountains, deep forests, in the open sea, in sparsely populated areas).
 14. Your participation in motor racing events or, engaging in motor racing practice.
 15. Flying on board of an air plane or a helicopter, except for flights on board of registered personal aircraft or helicopters as a passenger.
 16. Sports activities other than those expressly covered by your insurance.
 17. Professional sports activities of any kind whatsoever, including practice.
- We are not obliged to provide any insurance claim settlement when:
18. Loss occurs as a result of the original loss.
 19. Accommodation and return travel costs have not been approved by our Assistance in advance.
 20. The damage was caused by the actions of you or your fellow traveller (e.g. insufficient time reserve, commencement of a sentence, non-approval of leave)
 21. There is an entity that is primarily obliged to compensate the damage (e.g. carrier, travel agency, employer, state or public authorities).
 22. You do not, through your own fault, meet the conditions for entry / exit to / from the destination or the conditions of the destination in which the transfer to the connecting transport connection will take place.
 23. There was widespread intervention by a state power or public administration.
 24. The blanket quarantine has been imposed in your district, city, street etc.
 25. You stay for more than 14 days in an area that we marked as a war zone during your stay or the Ministry of Foreign Affairs of the Czech Republic did not recommend travelling to it.
- Other possible coverage limitations under your insurance are specified with regard to specific types of insurance.



What specific types of insurance cover (special insurance terms and conditions)

This section describes in detail the types of problems that may be covered by the insurance. The specific scope of your coverage can be found in the table of insurance coverage limits in the introduction to these insurance terms and conditions.

I. Trip cancellation

Unexpected events may occur between the arrangement of your trip and the actual departure. Some of them may force you to cancel your trip. That is why you may appreciate this specific insurance.

If a situation occurs forcing you to cancel your trip, promptly inform us thereof so that we can advise you on how to proceed in this case. Otherwise, your claim to insurance coverage may be curtailed reasonably.

Cancel your trip as soon as it becomes clear that you will not be able to travel. When reporting the claim to us, submit documents attesting to the reasons for cancelling your trip, such as a cancellation invoice, tour contract, ticket, medical report, death certificate, confirmation of ordered preventive quarantine or non-admission to the means of transport or country. At the same time, be able to provide any other documents we may request from you.

The insurance claim settlement paid to you or an, members of your family or other injured persons for all claims reported during a single year will not exceed the insurance coverage limit specified in the table. This also applies in the case of conclusion of multiple individual insurance contracts.

I.1 Cancellation fees (loss)

1. If you cannot undertake the trip, we will cover the cancellation fees you will be liable to in relation to the provider of any travel services you have already paid for.
2. You can arrange this type of insurance in the **Storno** or **Storno Plus** variants.
3. In the **Storno** variant, which applies only to your problems or those of your co-traveller, we recognise the following reasons for travel cancellation:
 - 3.1 hospitalisation or confinement to bed following a decision of the attending physician,
 - 3.2 death,
 - 3.3 hospitalisation due to pregnancy or the onset of a high-risk pregnancy up to two months before expected delivery,
 - 3.4 rape,
 - 3.5 COVID-19 illness.
4. In the **Storno** variant, your deductible for each settled claim is 20%.
5. The **Storno Plus** variant includes everything from the **Storno** variant and other serious verifiable reasons for which you may have to cancel your trip. These include
 - 5.1 other serious verifiable reasons of you or your co-traveller,
 - 5.2 serious verifiable health problems of persons who were not supposed to travel with you,
 - 5.3 other serious verifiable reasons of persons who were not supposed to travel with you,
 - 5.4 situations where you fail to meet the health conditions for travel at the moment of departure unexpectedly and innocently in connection with COVID-19 (airport check, boarding a means of transport, crossing a national border etc.).
 - 5.5 situations where you have been ordered a personal preventive quarantine due to a contact with COVID-19 positive person, through no fault of your own, by a decision of the relevant

- administrative authority or a physician, provided that the quarantine ends on the scheduled departure date at the earliest,
6. Cancellation due to COVID-19 is covered only in case of health problems suffered by you or your fellow traveller.
7. The serious justifiable reasons must arise without fault of the persons concerned less than 30 days before departure.
8. In the **Storno Plus** variant, we will also pay the cancellation fees for the above reasons for co-travelling grandparents so that they do not have to travel without you.
9. In the **Storno Plus** variant, your deductible for each settled claim
 - 9.1 0% for hospitalisation or death.
 - 9.2 20% for all other reasons incl. those related to COVID-19.
10. We will pay the cancellation fees of a co-traveller who is not an immediate relative only if that traveller would have to travel alone.
11. You can arrange this insurance no later than three working days after ordering the first travel service related to your trip or the payment of the tour.
12. If you order a travel service related to your trip or pay your tour less than 15 days before the departure, you have to negotiate the trip cancellation insurance on the day of ordering/payment.
13. If you cancel your trip to an area we regard as a risk zone, or where political, sanitary, or other conditions can cause travel concerns, we can reduce the insurance claim settlement by half. We will only do so if there is a clear causal link between the emergency situation at a particular destination and the increased number of cancellations to that destination. We base this mainly on statements by government officials, opinions from health institutions or central administrative authorities, information in the media as well as our own internal data.

What the insurance does not cover

1. We are not obliged to pay if
 - 1.1 you, your travel agent or other travel service supplier change your travel itinerary or your plans, which includes changes in the tour/travel service reservation,
 - 1.2 the travel agent or other travel service supplier cancels your trip,
 - 1.3 you cancel the trip before the travel agent does if it is clear the travel agent would cancel the tour anyway,
 - 1.4 you are not granted a leave of absence,
 - 1.5 you are excluded from transport, you are not cleared, etc. (excepting the point 5.4 of this section),
 - 1.6 an important but substitutable person (driver, boat captain, guide, etc.) cannot participate in your trip,
 - 1.7 a co-traveller, who is not a member of your family, cannot participate in your trip,
 - 1.8 you do not want to travel to a destination that is not directly threatened by extraordinary circumstances, or these circumstances have no significant impact on the provision of travel services,
 - 1.9 there are adverse weather conditions in the destination.
 - 1.10 you fail to meet the deadlines for taking out insurance (you are entitled to refund of premiums).
2. Other factors we do not consider as eligible reasons for cancelling a trip include
 - 2.1 acute illness or injury which, at the time of the arrangement of the insurance, was being treated or for which examinations required to establish a diagnosis or the treatment method were being conducted,
 - 2.2 your chronic illness,
 - 2.3 an injury you suffer while consciously violating the legal regulations and/or recommendations,
 - 2.4 planned surgeries and examinations.
3. The cancellation fees do not include costs that will only be incurred by the service provider as a result of your departure, e.g. insurance, optional excursions, airport taxes.
4. The attending physician must not be you, a member of your family or a close person.



What general rules of insurance apply? (general insurance terms and conditions)

This section lays down further general rules governing our policies.

The English version of this document is an informative translation from the Czech language. In the event of any inconsistency between the language versions, the Czech version shall be binding.

1. What is trip cancellation insurance

- 1.1 Trip cancellation insurance provides you with insurance coverage when you have to cancel your trip, flight ticket, accommodation, or other travel-related service for serious reasons. However, it does not apply to travel concerns.

2. How an insurance contract is formed

- 2.1 The insurance is regulated under Act No. 89/2012 Coll., Civil Code (hereinafter referred to as the "Act"), and other generally binding legal regulations of the Czech Republic. It is also governed by the present policy conditions and other provisions of the insurance contract. The latter is governed by Czech law.
- 2.2 An insurance contract will be deemed established between us once you pay the premium.
- 2.3 We will issue a policy for you, stating your name, the names of the other insured persons, the insurance contract number, the insurance coverage and the duration thereof, the amount of the premium and the date of establishment of the contract.
- 2.4 The insurance contract and any legal acts related to the insurance must be provided in writing. This requirement is fulfilled when we communicate electronically or by phone as long as we are able to verify your identity in such communication.
- 2.5 You are required to inform us of any changes to your personal data, including your contact address.

3. How we determine the premium

- 3.1 For trip cancellation insurance, the premium is determined according to the price of the services in relation to which the insurance is being arranged.
- 3.2 We set the insurance premium for the entire duration of the insurance (one-off premium), and the amount and due date thereof are stipulated in the insurance contract.
- 3.3 One-off premium always belongs to us in full regardless the reason or manner of its termination.

4. Who can be insured

- 4.1 The insurance contracts states the names of the persons insured. We insure citizens of the Czech Republic as well as foreign nationals.

5. When the insurance commences

- 5.1 Trip cancellation insurance is established once the premium is paid and ends the moment you start using the travel service or cross the border of the Czech Republic.
- 5.2 The insurance contract indicates the start and the end of the duration of the contract.
- 5.3 The insurance coverage may be limited based on our latest statement or recommendations of the Ministry of Foreign Affairs of the Czech Republic (or other state administration bodies) related to the situation abroad and possible travel restrictions.

6. How the insurance expires

- 6.1 With the lapse of the agreed insurance term.
- 6.2 By mutual consent between you and us.
- 6.3 By withdrawal from the contract, if either you or we submit false information.
- 6.4 By withdrawal from the contract within 14 days of arranging the policy using means of remote communication, as long as the term of the policy exceeds one month.
- 6.5 By a notice of termination sent within 2 weeks of the arrangement date, in which case we will terminate the insurance within 8 days of receiving the notice.
- 6.6 By a notice of termination sent within 3 weeks of reporting a claim, in which case we will terminate the insurance within 30 days of receiving the notice.
- 6.7 By a notice of termination you will serve within 2 months of establishing that we have violated the equal treatment principles. We will terminate the policy within 8 days of receiving the notice.

If a notice of termination is served, we will keep the premium paid and you are entitled to settlement on claims that occurred before the termination.



7. What are the factors affecting claim settlements

- 7.1 We will settle your insurance claims as defined under the insurance contract.
- 7.2 If we enter into multiple insurance contracts covering the same insurance risks, we will only settle your claim once.
- 7.3 Your claim settlement will be paid to you within 15 days of the completion of our investigation into your claim.
- 7.4 The settlement amount will be paid to you in the local currency, at the exchange rate of the foreign currency market promulgated by the Czech National Bank on the day of the claim.
- 7.5 If you violate any of the obligations laid down in the policy conditions or any legal regulations, we may reasonably reduce your settlement amount.
- 7.6 If a trip to a country whose security, health, political or climatic situation may give rise to travel concerns is cancelled, the insurance claim settlement may be reduced by half.
- 7.7 Always provide complete, true and undistorted data when reporting a claim. Otherwise, your insurance settlement claim may be denied in its entirety.
- 7.8 If, during the insurance term, you experience consequences of an event that occurred before its commencement, your settlement claim may be denied.
- 7.9 In terms of transportation, your insurance claim settlement is limited to an economy ticket or equivalent transportation class. Our assistance services may approve other type of transport for medical reasons.
- 7.10 We can only provide you with insurance protection and insurance claim settlement if they do not contravene any laws, sanctions, embargoes, prohibitions or restrictions of the Czech Republic, the European Union or the United Nations. The same applies to restrictions imposed by the United States of America, provided that such restrictions do not contravene the regulations of the Czech Republic or the European Union.

8. How are the rights under insurance claim settlements passed on

- 8.1 Your rights vis-a-vis your health insurance company resulting from a claim will pass to us.
- 8.2 If anybody causes you any damage that you may recover, then the right passes to us, up to the amount of the insurance claim settlement we have paid to you.

9. What you have to do in the event of a claim

- 9.1 Do your best to avert or mitigate the extent of imminent damage.
- 9.2 Let us know as soon as possible that you have incurred damage and provide complete, true and undistorted data on the damage.
- 9.3 Fill in all data in the claim report properly, enclose original documents and describe the circumstances of the damage the best you can.
- 9.4 Provide evidence that the damage occurred during the insurance term.
- 9.5 If you have arranged any other travel insurance, tell us the name of the other insurance company.
- 9.6 Make sure that we can apply our claim to damages with a third party.
- 9.7 In the event of harm to your health, grant your consent to us reviewing your medical records, or submit to a medical examination conducted by our physician.

- 9.8 If a police report is necessary to prove the damage, immediately report the damage to the local police.

10. How long we investigate a claim

- 10.1 We will start investigating a claim immediately after you report it. We are obliged to close the investigation within 3 months. The time limit may be extended by mutual consent.
- 10.2 The time limit for the investigation will be suspended during the time we cannot go on with the investigation due to reasons attributable to you.
- 10.3 If we cannot close the investigation in good time, we will let you know why.
- 10.4 If you provide sufficient evidence for your claim, we will provide an advance on your claim settlement amount.

11. Where and how you can file complaints

- 11.1 Please let us know of your complaint using the channel that best fits your needs:
 - by email at klient@ERVpojistovna.cz,
 - via www.ERVpojistovna.cz,
 - by a letter sent to ERV Evropská pojišťovna, a. s., Křížkova 237/36a, 186 00 Praha 8, Czech Republic.
 - by phone on +420 221 860 860.
- 11.2 You can also complain to the Czech National Bank, Na Příkopě 28, 115 03 Praha 1, Czech Republic, phone: +420 224 411 111.
- 11.3 For out-of-court settlements of consumer disputes you can contact:
 - Office of the Ombudsman of the Czech Insurance Association, Elišky Krásnohorské 135/7, 110 00 Praha 1, phone: +420 602 273 096, www.ombudsmancap.cz,
 - Czech Trade Inspection Authority, Štěpánská 567/15, 120 00 Praha 2, phone: +420 296 366 360, www.coi.cz.

12. What is marketing consent?

- 12.1 By entering into an insurance contract, you agree that all the personal data you provided to us will be used for the purpose of sending our commercial communications and offers.
- 12.2 If you do not agree to receive such information, please send us an email or a letter to that effect.

13. How we modify the insurance terms and conditions

- 13.1 We may unilaterally amend the insurance terms and conditions that apply to already concluded insurance contracts.
- 13.2 In order for any amendment to apply, we must communicate it to you and give you an opportunity to comment on it within 30 days.
- 13.3 If you do not comment within the time limit above, you will be deemed to approve of the amendment.
- 13.4 If you express your disapproval by email or letter, you also have the option to terminate the insurance contract. Your contract will then expire on the day the notice of termination is delivered to us.
- 13.5 Unless you approve an amendment, we may terminate your insurance contract after 30 days from the effective date of the amendment.

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 Křižíkova 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@ERVpojstovna.cz,
- by visiting our website www.ERVpojstovna.cz,
- by sending a letter to our address at Křižíkova 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:

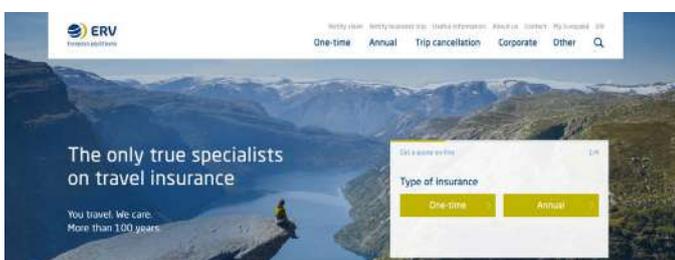
- by e-mail at dpo@ERVpojstovna.cz,
- via the on-line form at the website www.ERVpojstovna.cz,
- by sending a letter to the address of our registered office.

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

What types of personal data do we process

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

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



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

If you send an e-mail via our site that contains details such as your name and e-mail address, we will use that information only for sending information that you have requested. When access to certain pages at www.ERVpojstovna.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 predefined 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/en/information-about-the-website>



ERV Evropská has been voted the best travel insurance company by tourism professionals for sixteen years in a row.



We have won the Association of Czech Insurance Brokers' Insurance Company of the Year award fourteen times.



We help, not only on your travels. We support the Linka bezpečí, a helpline for children in need.



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