

Insurance Terms and Conditions for Foreigners' Comprehensive Health Insurance, ITC FCHI dated 1 January 2016

Article 1. General Provisions

1. Foreigners' Comprehensive Health Insurance shall be governed by Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), and the provisions of the Insurance Contract, of which these Insurance Terms and Conditions for Foreigners' Health Insurance of 1 January 2016 (hereinafter ITC FCHI) are an integral part. Insurance shall be governed by the laws of the Czech Republic.
2. The insurance fulfils the conditions of Act 326/1999 Coll., on the residence of foreign nationals in the Czech Republic, as amended.
3. The Insurer means INTER PARTNER ASSISTANCE, S.A., member of AXA Group, with its registered office at Avenue Louise 166, 1050, Brussels, Belgium, entered in the Commercial Register administered by Greffe de Tribunal de commerce de Bruxelles under registration number 0415591055, acting through INTER PARTNER ASSISTANCE, organization unit, with its registered office at Hvězdova 1689/2a, 140 62 Prague 4, ID number: 28225619, entered in the Commercial Register administered by the Municipal Court in Prague, under Section A, File 59647 (hereinafter the Insurer).
4. The insurance is hereby designated non-life damage insurance.

Article 2. Definition of Terms

Assistance Service is a legal entity that in the name and on behalf of the Insurer provides the Insured Party or an Authorized Person with insurance Indemnifications and related assistance services. The Assistance Service represents the Insurer in the application for, investigation, and settlement of Insurance Claims. The Assistance Service or a representative authorized by the Insurer is entitled to act on behalf of the Insurer in connection with all Insurance Claims defined within the present ITC FCHI. Address of Assistance Service: AXA Assistance CZ, s.r.o., Hvězdova 1689/2a, 140 62, Prague 4 - Pankrác.

Common Sports are the following common leisure-time and recreational sports: aerobics, airsoft, aqua aerobics, archery, badminton, baseball, basketball, beach volleyball, biking, billiards, board games, boccia, boomerang, bowling, bridge, bungee running, bungee trampoline, cards and other board games, cheerleaders, chess, cricket, cross-country skiing along marked trails, curling, cycle ball, cycling, dancing, darts, dragboat - dragon boats, fencing (classic), fitness and bodybuilding, floorball, footbag, football, football tennis, frisbee, goalball, golf, handball, ice-skating, jogging, juggling (diabolo, fireshow, juggling, yoyo), korfbal, low ropes course (up to 1.5 m), marbles, mini trampoline, modern gymnastics, mountain biking (except for downhill biking), mountaineering - climbing along marked trails without the use of climbing aids and Via Ferrata of difficulty level A, orienteering (including radio), paddleboat riding, petanque, rowing, scootering, showdown, skiing on marked trails, skittles, snorkelling, snowboarding on marked trails, softball, spinning, sports fishing, sports model building, sport shooting (shooting at targets with the use of firearms), squash, streetball, swimming, synchronized swimming, table football, table hockey, table tennis, tchoukball, tennis, volleyball, water polo, water skiing, yoga, and other sports of a similar risk level.

Foreign National is a natural person who is not a citizen of the Czech Republic.

Waiting Time is the period during which the Insurer is not obliged to provide insurance Indemnifications for events that would otherwise be deemed Insurance Claims. Waiting Time is counted from the beginning of the insurance term.

Single Premium is the insurance premium stipulated for the entire insurance period. The Insurer shall always be entitled to the full amount of the Single Premium.

Comprehensive Health Care is health care provided by the Insurer to an extent similar to the public insurance in the Czech Republic, subject to the insurance exclusions set out in Article 8 of ITC FCHI and the agreed insurance Indemnifications specified in Article 7 of ITC FCHI.

Home Country is the country of which the Insured Party is a citizen.

Newborn shall for the purpose of this insurance mean a child from birth to the end of three months of age.

Dangerous and High-Risk Sports and Activities are activities, the dangerous nature of which substantially exceeds the standard risk during sports, such as bungee jumping, ski jumping, parachuting, motor-powered and motor-free flying of any kind, alpinism of any kind, water skiing, white water rafting and kayaking of any kind and diving of any kind, ski touring, back-country skiing and snowboarding and skiing and snowboarding outside of the set operating hours on marked trails, acrobatic skiing, bobbed and skibob riding, snow rafting, motor sports of any kind, motor sports on snow, ice, and water, canyoning and spelunking, stunt performance, martial arts, downhill mountain biking, horse riding, skateboarding, skeleton riding, inline skating and activities aimed at beating sports records and other extreme and adrenaline sports. The hazardousness of sports shall be determined by the Insurer.

Authorized Person is a person eligible to collect insurance Indemnifications as a consequence of an Insurance Claim.

Insured Party's Relative is a person that is in a close personal relationship with the insured party in the meaning of Section 116 defined in Sec. 22 of the Civil Code, i.e. a relative in direct lineage, sibling, spouse, partner pursuant to another act governing registered partnership; other persons in a family or similar relationship refer to persons who are mutually close, so that if one of them suffered harm the other would just feel this to be harm to their own person. Relatives shall be deemed to include in-laws and persons who permanently cohabit.

Insurer is a legal entity authorized to perform insurance activities according to Act 277/2009 Coll., on insurance, as amended.

Insurance Term is the period for which the insurance is concluded.

Insurance Claim is an arbitrary event covered by insurance, described in detail in an insurance contract or insurance terms and conditions, which occurs during the insurance term and on the basis of which the insurer is obliged to provide performance in line with these insurance terms and conditions to the policyholder or a third person.

Insurance Indemnification is the payment which the Insurer is obliged to provide if an Insurance Claim occurs; the Insurer shall provide the Insurance Indemnification in accordance with the content of the Insurance Terms and Conditions and/or the Insurance Contract.

Policyholder is the person who has entered into the Insurance Contract with the Insurer.

Insurance is a legal relation established by an insurance contract whereby the insurer undertakes to the policyholder to provide insurance benefits to the policyholder or a third person in the event of an arbitrary event covered by insurance (insurance claim) and the policyholder undertakes to pay premiums to the insurer.

Insured Party shall mean an individual whose name or other unique identification is provided upon the arrangement of the insurance and to the health of which the insurance applies, or whose rights and justifiable interests form the subject of the insurance.

Postpartum and Newborn Care is the medical care provided to the Newborn of an insured woman for the duration of the insurance, where the health care is directly related to childbirth and is provided until the termination of the continuous hospitalization of the Newborn; the exclusions under Article 8 of ITC FCHI shall apply.

Business Stay is a stay associated with the performance of business, profession, occupation, or other gainful activities. If a Business Stay is agreed on, the insurance will also apply to a tourist or study stay.

Professional Sport is the achievement of sports results for payment or other remuneration.

Study Stay is the period of residence for the purpose of study; the insurance does not apply to events occurring in connection with any activities defined as "Business Stay".

Damage Claim is an event resulting in any damage which may justify the right to claim Insurance Indemnifications.

Terrorist Act is the use of force or violence or the threat of using force or violence by any person or a group of persons, independently or in someone's favour or in cooperation with any organization or government, committed for political, religious, ideological, or ethnic reasons or purpose, causing detriment to human health, material or immaterial assets or infrastructure, including the intention to influence any government or intimidate the population or part thereof.

Tourist Stay is a residential stay and/or a trip which may include Common Sports and activities at the recreational level; the definition of tourist trip does not include a Business Stay or engagement in any Dangerous and High-Risk Sports and Activities. If a Tourist Stay is agreed on, the insurance will also apply to a Study Stay.

Injury is the unexpected and sudden impact of external powers or one's own bodily powers independently of the insured party's will, which occurred during the insurance term and which resulted in the insured party suffering bodily harm to health or death.

Public Sports Competition (or Competition) is a competition organized by any sports or similar organization, sports or other clubs, as well as all preparations for such activities or pre-organized tour with the aim of reaching specific sports goals.

Article 3. Establishment, duration and termination of insurance, insurance term, premiums

1. An insurance contract, the subject of which is insurance, is concluded with the payment of premiums in the amount set out in the draft insurance contract.
2. In order for an insurance contract to be concluded, a draft insurance contract must be accepted by means of the payment of premiums within 30 days of the applicant receiving the draft insurance contract. Should the policyholder fail to pay premiums by the deadline set out in the previous sentence, the draft insurance contract shall cease to apply.
3. The insurer shall set the insurance conditions in line with the scope of insurance, risk assessment, indemnification limit, and any other facts decisive for its amount. Premiums shall be paid in a lump sum, their amount shall be set out in the insurance contract, and they shall be payable in the currency that the policyholder chooses when arranging the insurance contract.

4. Payment of premiums shall mean:
 - a) The time premiums were credited to the account of the insurer's payment service provider, if the policyholder pays premiums to the insurer;
 - b) The time premiums were credited to the account of the payment service provider of the insurer's representative, if the policyholder pays premiums to the insurer's representative;
 - c) The provision of cash to the insurer, if the policyholder pays premiums in cash directly to the insurer or an employee authorized by it;
 - d) The provision of cash to the insurer's representative, if the policyholder pays premiums in cash to the insurer's representative.
5. The insurer shall be entitled to premiums for the entire insurance term unless stipulated otherwise in the insurance contract or these ITC FCHINU.
6. If an insurance contract has been entered into in line with paragraphs (1) and (2) of this Article, insurance shall commence (i.e., be effective) at 00:01 hours of the day stated in the insurance contract as the insurance start date.
7. Insurance shall be arranged for the insurance term stated in the insurance contract and shall terminate at 24:00 hours on the day stated in the insurance contract as the insurance end date.
8. Insurance is terminated:
 - a) By the expiration of the insurance term;
 - b) By written agreement of the contractual parties;
 - c) By termination by the insurer or the policyholder;
 - d) By other means set out in the Civil Code.
9. Insurance may only be terminated by written agreement if the written agreement is concluded no later than on the day stated in the insurance contract as the insurance start date; in that case, the insurer shall return to the policyholder any premiums paid, reduced by costs related to the conclusion of the insurance contract and its administration, which shall amount to 20% of the premiums assessed. The policyholder and the insured shall return to the insurer any and all documents confirming the conclusion of insurance.
10. Should insurance terminate prior to the expiration of the term of insurance for a reason other than that stated in the previous paragraph, the insurer shall be entitled to indemnification up to the end of the term of insurance, unless the Civil Code or the insurance contract stipulate otherwise.
11. Insurance cannot be interrupted during the insurance term.
12. The fact that the insured party becomes a participant in public health insurance is not a reason for the termination of this insurance.

Article 4. Territorial Scope, Types of Insurance

1. The insurance covers only Insurance Claims that occur within the territory of the Czech Republic.
2. The insurance applies to tourist, study and business stays.

Article 5. Insurance Programme

1. The insurance is agreed for one of the following insurance programmes:
 - a) STANDARD - this insurance programme covers the provision of Comprehensive Health Care to the Insured Party in the Czech Republic; this programme is subject to Waiting Times according to Article 6 of ITC FCHI.
 - b) MOTHER - this insurance programme covers the provision of Comprehensive Health Care to the Insured Party - mother, in connection with her pregnancy and childbirth, without any Waiting Times. Beyond the scope of the STANDARD insurance programme, the cover also includes postnatal care for the Insured Party's Newborns, born during the existence of the Insured Party's insurance.
2. The agreed insurance programme is indicated in the Insurance Contract.

Article 6. Subject of Insurance and Insurance Claim

1. The subject of the insurance is the Insured Party's health, provisions of Comprehensive Health Care, provided by the Insurer to an extent similar to public insurance, including preventive dispensary and pregnancy care, subject to the insurance exclusions set out in Article 8 of ITC FCHI and the agreed Insurance Indemnifications specified in Article 7 of ITC FCHI.
2. The Insurance Claims include illnesses, injuries or other changes to the Insured Party's health status which occurred during the period of the insurance, following the expiry of the Waiting Time and within the territory of the Czech Republic. The Waiting Time period applies to the following cases of payments for health care:
 - In pregnancy, during the three-month period following the commencement of the Insurance Term;
 - In childbirth, during the eight-month period following the commencement of the Insurance Term.
 No Waiting Time is applied if the Mother insurance programme is taken out.
3. Comprehensive Health Care is provided in the Insurer's contractual health care centres in the Czech Republic. In the event of a sudden deterioration of the Insured Party's health and if there is a serious risk of damage to the Insured Party's health or life due to default, the Insurer shall also cover the cost of the health care provided in a health care centre in the Czech Republic that has not signed an agreement with the Insurer for such type of insurance. The necessary and reasonable costs demonstrably incurred for the health care will be covered, until it is possible to arrange for the provision of health care in a contractual health care centre, and up to the amount paid by the Insurer to the contractual health care centre.
4. Events that arise from one cause and include all the circumstances and their effects, where there is a causal, time, or other direct connection among such events, shall be considered one Insurance Claim.
5. In connection with the Insurance Claim, the Insurer shall cover the reasonably and purposefully expended costs for:
 - a) Comprehensive Health Care provided in a contractual health care centre;
 - b) Medicines prescribed by the physician for outpatient care in connection with the Insurance Claim, up to the Insurance Indemnification limit set out in Article 7. Insurance Indemnification under the present ITC FCHI;
 - c) Urgent and emergency treatment by a dentist in case of acute tooth pain, i.e., extraction or simple fillings (including X-rays), and the treatment for the purpose of immediate pain relief related to the oral mucous membrane,

up to the Insurance Indemnification limit set out in Article 7. Insurance Indemnification under the present ITC FCHI;

- d) Pregnancy care and childbirth; if the Mother insurance programme is not taken out, Waiting Time according to Article 6 (2) of ITC FCHI shall apply, while no Waiting Times shall apply if the Mother insurance programme is taken out;
- e) Postnatal health care of the Newborn, if the Mother insurance programme is taken out under the Insurance Contract; the postnatal health care of the Newborn is covered by this insurance up to the Insurance Indemnification limit specified in Article 7 Insurance Indemnification under the present ITC FCHI;
- f) Transportation from a doctor's office to a health care centre or from a health care centre to another specialised health care centre, if the Insured Party's current condition requires this, according to the assessment of the Assistance Service or the Insurer, and if such transportation is prescribed by the attending physician;
- g) Repatriation of the Insured Party - patient, if it is necessary and possible from the medical perspective; repatriation is assessed, approved, and organized by the Assistance Service or the Insurer, and the Insured Party is repatriated to the territory of the country whose passport the Insured Party holds, or to another country in which the Insured Party has a residency permit;
- h) Transportation of the Insured Party's bodily remains back to the territory of the country whose passport the Insured Party holds, or to a different country where the Insured Party had a residency permit; the transportation of the remains must be performed by a specialised organization approved by the Assistance Service or the Insurer;

Article 7. Insurance Indemnification

Insurance Coverage	Limit of Insurance Benefit	
	STANDARD	MOTHER
Total Limit	1 600 000 CZK (at least 60 000 EUR)	1 600 000 CZK (at least 60 000 EUR)
repatriation and transport	real costs up to total limit	real costs up to total limit
dental treatment	5 000 CZK	5 000 CZK
medicaments prescribed within outpatient care	5 000 CZK	5 000 CZK
postnatal care		300 000 CZK

1. The upper limit of the Insurance Indemnification for damage incurred in the Czech Republic corresponds to the Insurance Indemnification limit specified in the Insurance Contract and this Article of ITC FCHI. The said Insurance Indemnification limits apply to one Insurance Claim only. Regardless of changes in the EUR/CZK exchange rates, the Insurer guarantees the Insurance Claim limit of EUR 60,000 converted according to the exchange rate of the Czech National Bank applicable as of the date of the occurrence of the Insurance Claim.
2. The Insurance Indemnification and its amount shall be determined by the Insurer in accordance with ITC FCHI and the Insurance Contract, on the basis of the presented documents.
3. Insurance claim investigation
 - 3.1 Should an event occur which the person who considers himself the authorized person connects to a claim to indemnification, he shall inform the insurer thereof without undue delay, give it a true explanation of the occurrence and the scope of the consequences of the events, third-party rights, and any multiple insurance; at the same time, he shall present to the insurer the necessary documents and proceed in the manner stated in the insurance contract and insurance terms and conditions. If the person who considers himself an authorized person is also the policyholder or insurer, then the policyholder and the insured party shall also have the obligations stated in this paragraph.
 - 3.2 Without undue delay of the notice pursuant to paragraph 3.1 of this Article, the insurer shall launch an investigation required for ascertaining the existence and scope of its obligation to perform. The investigation shall be completed with the communication of its results to the person who claimed a right to insurance indemnification; at the request of that person, the insurer shall inform that person in writing about the scope of indemnification or the reasons of its denial.
 - 3.3 If the notice referred to in previous paragraphs knowingly contains untrue or grossly misrepresented material information concerning the scope of the event reported, or if any information pertaining to the event is knowingly withheld, the insurer shall be entitled to compensation for any costs purposefully expended on the investigation of the facts with respect to which that information was communicated to it or withheld. Should a policyholder or another person claiming a right to indemnification cause investigative costs to be incurred or increased by a breach of an obligation, the insurer shall be entitled to reasonable compensation from that person.
 - 3.4 If warranted by reasons related to the investigation of an insurance claim, the insurer may request information about the state of health and an establishment of the state of health or the cause of death of the insured party, provided that the insured party or, in the event of the insured party's death, an authorized person, has given its consent. Should the insured party or the authorized person fail to grant their consent to the insurer, or recall their consent during the investigation of an insurance claim, and should this fact have a material impact on the detection or determination of the amount of insurance benefits, the insurer may reduce insurance benefits in proportion to the impact of the fact on the scope of the insurer's obligation to perform.
 - 3.5 The verification based on the previous paragraph shall be carried out on the basis of an examination by a physician appointed by the insurer. In that case, the insurer shall pay:
 - The costs related to the medical examination or check-up;
 - The travel costs amounting to the price of public second class bus or rail passenger carriage;
 - The costs of the issuance of a medical report, if requested.
 - 3.6 Should the insurer not request a medical examination, check-up, or a medical report, it shall not pay the costs related thereto.

4. Insurance benefits shall be payable within 15 days of the end of the investigation pursuant to the previous paragraphs. If the investigation required for verifying an insurance claim, the scope of indemnification, or the person authorized to receive benefits, cannot be completed within 3 months of the event being reported, the insurer shall inform the person who made the report, as to why the investigation cannot be completed; should the person who made the report so request, the insurer shall inform him of the reasons in writing. The insurer shall provide a reasonable advance payment on indemnification to the person who is claiming indemnification, should the person so request; this shall not apply if there is a good reason to refuse the granting of an advance.
5. Insurance indemnification shall always be payable in the country in which the insurance claim occurred, unless otherwise agreed.
6. If the breach of an obligation by the policyholder, insured, or another person who is entitled to indemnification, has had a material impact on the occurrence of an insurance claim, its course, an increase in the scope of the consequences of the event, or on the establishment or determination of the amount of indemnification, the insurer may reduce insurance indemnification in proportion to the impact of that breach on the scope of the insurer's obligation to perform.
7. If the insurance claim was wilfully caused either by the person who is claiming a right to indemnification or a third person at that person's instigation, no person shall be entitled to indemnification under this insurance.
8. The obligation of the insurer to provide benefits shall be restricted by exceptions and indemnification limits.

Article 8. Exclusions

1. The Insurer is not obliged to provide Insurance Indemnifications, with the exception of preventive and dispensary care related to the pregnancy of an insured mother and the delivery of her child, in the event that:
 - a) The Insured Party or the person claiming insurance indemnification does not respect the instructions of the Insurer or the Assistance Service and does not effectively cooperate with them, or does not submit the documents required by the Insurer or the Assistance Service;
 - b) The Insured Party refuses to undergo repatriation suggested by the Insurer;
 - c) The Insured Party refuses treatment or the necessary medical examinations by a physician or health care centre designated by the Insurer or the Assistance Service;
 - d) The Insurer has been unable to investigate the Damage Claim because the Insured Party or the person claiming insurance indemnification did not relieve the attending physician or other institutions from their non-disclosure obligation vis-à-vis the Insurer or the Assistance Service, as requested by the Insurer or the Assistance Service;
 - e) The Insured Party or the person claiming insurance indemnification prevented the Insurer or the Assistance Service from contacting the attending physician or other institutions as requested by the Insurer or the Assistance Service;
 - f) The Insured Party or the person claiming insurance indemnification have knowingly provided the Insurer or the Assistance Service with false or incomplete information regarding the Damage Claim;
 - g) The Damage Claim occurred in connection with any disturbances provoked by the Insured Party or the person claiming insurance indemnification or in connection with a crime committed or attempted by them; such an exclusion does not apply in the event of an injury;
 - h) The Damage Claim occurred in connection with the Insured Party's or the person's claiming insurance indemnification active or passive engagement in warfare, peace missions, combat or military events, participation of the Insured Party in an uprising, demonstration, riot or unrests, public violence, strikes or by the intervention or decision of public administration authorities;
 - i) The Damage Claim was caused by the Authorized Person or another person based on the initiative of the Insured Party or Authorized Person;
 - j) The Damage Claim occurred in relation to the Insured Party's or the person's claiming insurance indemnification active participation in a Terrorist Act or in preparation for it;
 - k) The Damage Claim occurred outside the Czech Republic;
 - l) The Damage Claim occurred in connection with the consumption of alcohol or other narcotic, toxic, or psychotropic substances; this exclusion is not applied in the case of an injury;
 - m) The Damage Claim occurred in connection with Dangerous and High-Risk Sports and Activities or in connection with Professional Sport, or during participation in Competitions or preparations for such Competitions;
 - n) The Damage Claim was caused by nuclear energy or nuclear risks, or chemical or biological contamination;
 - o) The Damage Claim occurred as a consequence of the deliberate conduct, fault, or contributory fault of the Insured Party or the person claiming insurance indemnification; this exclusion does not apply in the event of injury.
2. The Insurer is not obliged to pay any Insurance Indemnification for events that occurred prior to the premium payment.
3. Furthermore, the Insurer is not obliged to pay any Insurance Indemnification under the following circumstances:
 - a) the medical care is related to the treatment of illnesses or injuries which existed prior to the signing of the Insurance Contract, including medication;
 - b) the medical care is related to the treatment of illnesses or injuries, the cause or symptoms of which existed prior to the signing of the Insurance Contract or during the Waiting Time;
 - c) there are complications which occurred during the treatment of the illnesses or injuries to which this insurance does not apply;
 - d) the purpose of the stay is treatment or continued treatment which began outside of the Czech Republic;
 - e) examinations, check-ups, or other medical procedures are in the personal interest of the Insured Party and do not serve any medical purpose (e.g., abortion, examination and treatment of infertility and artificial insemination

- and the costs associated with contraceptives and hormone therapy, issue of a medical certificate upon the patient's own request);
- f) non-acute dental treatment and related services, cost of dentures, dental crowns, bridges, removal of plaque or tartar;
 - g) treatment by the Insured Party's Relative or a person without the corresponding qualifications, medical acts outside of a health care centre registered in the Czech Republic, treatment using methods which are not scientifically recognized in the Czech Republic;
 - h) purchase of medicines and medical aids without a prescription, supplementary medicines, vitamin products, and food supplements;
 - i) vaccination with the exception of compulsory vaccination in accordance with the No 258/2000, on protection of public health, as amended. and vaccination against tetanus and rabies in relation to injury;
 - j) spa care or treatment, physical and bath therapy;
 - k) acupuncture and homeopathy;
 - l) medical care provided in a non-contractual health care centre;
 - m) postpartum and Newborn Care of Insured Parties - mothers, if the Mother insurance programme is not effective as of the date of the Damage Claim;
 - n) examination and treatment of congenital defects, as of the time of diagnosis, if the Mother insurance programme is not effective as of the date of the Damage Claim;
 - o) treatment of addictions, including all complications and related diagnoses;
 - p) production and repair of prostheses (orthopaedic, dental), glasses, contact lenses, or hearing aids, and the purchase of braces of other than the basic model;
 - q) medical expenses that would not be paid from public health insurance were the insured person a party thereto;
 - r) payments for cosmetic and aesthetic surgeries;
 - s) reimbursement of costs of regulatory fees and surcharges;
 - t) complications caused by violation of the treatment regime established by the attending physician.

Article 9. Transfer of Insured Party's Right to Insurer

1. If the person who is entitled to indemnification, the insured party, or a person who has expended salvage costs has acquired a right to damages or another similar right in connection with an impending or actual insurance claim, the account receivable, including appurtenances, security, and other related rights shall transfer to the insurer upon the payment of insurance indemnity, up to the amount of the performance paid out by the insurer to the authorized person. This shall not apply in the event that this right of that person arose with respect to a person living in the same household or a person who is dependent on it in terms of sustenance, unless the insurance claim was caused by that person wilfully.
2. The person whose right transferred to the insurer shall provide to the insurer any and all necessary documents and inform it of anything that is required for the making of the claim, in particular, shall provide to the insurer true and complete information about the insurance claim, the third person with respect to whom he has a right to damages or another right, that person's insurer, or legal representative, and any other persons acting on behalf of the third persons, and about any damage compensation received from the third person or that person's insurer.
3. Should the person whose rights transferred to the insurer claim damages from a third person who is responsible for the occurrence of the insurance claim, or from the third person's insurer, that person shall inform the third person or the third person's insurer about the insurer's right to damages pursuant to this Article. The person whose right transferred to the insurer shall also provide necessary cooperation to ensure that the insurer's right with respect to the third person or third person's insurer can be claimed. The person whose right transferred to the insurer shall also take any and all measures to ensure that the insurer's right to damages pursuant to this Article is not statute-barred or does not cease to exist.
4. Should the person whose right transferred to the insurer frustrate the transfer of the right to the insurer, the insurer shall be entitled to reduce insurance indemnity by the amount that it could have otherwise have obtained. If the insurer has already provided performance, it shall be entitled to compensation up to that amount.

Article 10. Processing of Insured Parties' Personal Data

1. By entering into the insurance contract, the policyholder consents to the processing of his personal information, pursuant to the provisions of Act No. 101/2000 Coll., on the protection of personal information, as amended (hereinafter referred to as "Act No. 101/2000 Coll."). If the insured party is a person other than the policyholder, the insured party grants his consent to the insurer to the processing of his personal information, pursuant to the provisions of Act No. 101/2000 Coll. by claiming rights to insurance indemnification. For the purposes of Act No. 101/2000 Coll., the insurer is in the position of a personal information processor.
2. The insurer may process the personal information stated in paragraph 1 of this Article (hereinafter jointly referred to as the "Subject of Information") to an extent required for the due performance of the insurer's obligation set out in the insurance contract and in generally binding legal regulations. The insurer may process personal information of Subjects of Information for the period required for securing the rights and obligations arising from the insurance contract and, furthermore, for the period arising from generally binding legal regulations (e.g., the act on archiving, act against the legalization of the proceeds of crime, accounting, and tax regulations, etc.).
3. The Subject of Information consents to the personal information being provided to entities within the AXA ASSISTANCE group, of which the insurer is a member, including to other Member States, for the purposes and the period set out in the provisions of paragraph 2 of this Article.

4. The administrator shall:
 - Take measures to preventing unauthorized or random access to personal information, or the alteration, destruction, loss, unauthorized transmission, other unauthorized processing or other abuse thereof; this obligation shall apply even after the discontinuation of the processing of personal information;
 - Only process true and precise personal information;
 - Gather personal information only to the extent required for the purpose specified;
 - Not combine information obtained for different purposes;
 - Ensure the protection of the private lives of the Subjects of Information, in the processing of personal information;
 - Provide, at the request of Subjects of Information, information about the processing of their personal information; the insurer may demand compensation of the costs related thereto.
5. The administrator may provide personal information to other entities for the purposes and time set out in paragraph 2 of this Article (hereinafter referred to as the "Processor") pursuant to a special written agreement on the processing of personal information.
6. The administrator undertakes to ensure that any persons who come into contact with personal information (in particular the administrator's employees, Processors, employees of the Processor) adhere to the obligations set by Act 101/2000 Coll., the insurance contract and the insurance terms and conditions, including after the termination of the contractual or employment relationship.

Article 11. Form of legal actions, Delivery of Correspondence

1. Legal actions aimed at modifying or terminating the insurance agreement must be made in writing.
2. An insurance claim may be reported by telephone or e-mail; should the insurer so request of the person claiming the right to insurance indemnification, the insurance claim report must be made in writing on the relevant form of the insurer.
3. Correspondence in the investigation of an insurance claim may be delivered by e-mail to the e-mail address of the insurer and/or the person who is claiming the right to insurance indemnification, or by fax to the fax number of the insurer and/or person claiming the right to insurance indemnification.
4. Should the person making a claim to insurance Indemnifications so request in writing, the insurer shall inform the person of the outcome of the investigation of the insurance claim in writing, or shall inform that person in writing as to why investigation cannot be closed within the set time-period.
5. Legal actions that must be made in writing must be delivered to the other party in line with the provisions of this Article.
6. Legal actions in written form (hereinafter referred to as "Correspondence") shall be delivered to the addressee:
 - a) Through a postal licence holder, pursuant to a special legal regulation, to the last known address of the addressee for whom the correspondence is intended; or
 - b) Electronically signed, pursuant to special legal regulations; or
 - c) In person by the insurer's employee or authorized person.
7. The mailing address for all correspondence designated for the insurer shall be delivered to the insurer's authorized representative, AXA ASSISTANCE, Hvězdova 1689/2a, 140 62, Prague 4, Czech Republic. Delivery to the authorized representative of the insurer shall be deemed to constitute delivery to the insurer.
8. If the addressee was not present, the correspondence shall be deposited with the postal licence holder. Should the addressee fail to collect the correspondence within 15 calendar days of its being deposited, the last day of that time-period shall be deemed to be the date of delivery, even in the event that the addressee did not find out about the correspondence being deposited.
9. If the addressee refused to take delivery of the correspondence, the correspondence shall be deemed delivered on the day of his refusal to take delivery.
10. If the addressee does not dwell at the place of delivery, without having informed the insurer thereof, the correspondence shall be deemed delivered on the day when it was returned as undeliverable.
11. Any and all legal actions and notices pertaining to insurance shall be made in Czech.

Article 12. Rights and Responsibilities

I. Policyholder's Responsibilities

1. Should the policyholder arrange insurance for the benefit of an insured party, the policyholder shall be deemed to have an insured interest in the life and health of the insured party. The policyholder shall provide the insurance terms and conditions to the insured party and inform him about the contents of the insurance contract and the contents of the insurance terms and conditions. Should insurance terminate prior to the expiration of the agreed insurance term, the policyholder shall return the proof of insurance and the insurance contract to the insurer within 5 business days of the termination of the insurance.
2. If the insurance is terminated prior to the end of the stipulated Insurance Term, the Policyholder shall return the Insured Party's Card and the Insurance Contract to the Insurer, within five working days following the date of termination of the insurance.
3. Upon withdrawal from the insurance contract according to the Civil Code, the Policyholder shall return the insurance certificate to the Insurer within seven working days following the day on which the Policyholder sent the Insurer its written notice of withdrawal from the Insurance Contract. If the Policyholder fails to meet the obligations stipulated in the previous sentence, the Insurer shall be entitled to claim the Policyholder's payment of a penalty in the amount of the premium under the Insurance Contract, from which the Policyholder intends to withdraw.
4. If the Policyholder is also the Insured Party, the Policyholder shall comply with all the obligations of the Insured Party.

II. Insured Party's Responsibilities

1. In addition to the obligations stipulated by the Civil Code and the Insurance Contract, the Insured Party is obliged to act so as to avoid the occurrence of Insurance Claims; the Insured Party shall in particular avoid violating obligations

aimed at the prevention or mitigation of risks, imposed by the applicable legal regulations. The obligations stipulated in this paragraph for the insured shall also apply to the person claiming insurance indemnity

2. If a Damage Claim occurs, the Insured Party shall first contact the Assistance Service or the Insurer with a request for the providing of services corresponding to the insurance cover, truly and duly inform the Assistance Service or the Insurer of the Damage Claim, in particular the date and place of the Damage Claim and the Insured Party's address; for this purpose, the Insured Party shall ask the Insurer's Assistance Service to provide instructions and follow such instructions. If objective circumstances accompanying the Damage Claim do not allow the Insured Party to contact the Assistance Service with a request for assistance prior to the provision of services, the Insured Party shall do so immediately after the circumstances of the Damage Claim allow.
3. In the event of illness or injury, the Insured Party shall seek medical help without undue delay, present their identification card and insurance certificate, follow the physician's instructions, and if subsequently requested by the Insurer, the Insured Party shall undergo examination at the Insurer's expense by a physician designated by the Insurer.
4. Based on a request of the Insurer or the Assistance Service, the Insured Party shall undergo repatriation, if this is feasible given the Insured Party's medical condition. If the Insured Party fails to comply with this duty, the Insurer shall be authorized to terminate the provision of Insurance Indemnifications.
5. The Insured Party is also obliged to have the transportation set out in the provisions of Article 6 (5) (f), (g) and (h) approved in advance by the Insurer's Assistance Service and proceed according to its instructions.
6. Upon the occurrence of a Damage Claim, the Insured Party is obliged:
 - a) to take all actions to reduce the extent of the damage and its consequences;
 - b) if the Insured Party claims repayment of expenses incurred in connection with a Damage Claim, the Insured Party shall notify the Insurer without undue delay, using the respective "Damage Claim Report" form, of the occurrence of the Damage Claim, and provide true explanation thereof; if as a result of violating the obligation stipulated under point II of clause 5 of this Article, the Insurer's costs related to the Insurance Claim increase, the Insurer shall be entitled to claim the compensation for these costs from the party that violated the obligation;
 - c) to follow the instructions of the Insurer and/or Assistance Service and to cooperate with them effectively, to fulfil other obligations imposed by the Insurer and/or Assistance Service, the present ITC FCHI or the applicable legislation;
 - d) to report the Damage Claim without undue delay to the police at the place of the occurrence, if the event occurred under circumstances suggesting a crime or misdemeanour, and to submit the police report to the Insurer;
 - e) to secure sufficient evidence concerning the Damage Claim, based on the investigation carried out by the police or other authorities;
 - f) to reply truthfully and fully to all questions from the insurer or assistance service concerning insurance and the damage claim and the extent of the consequences of a damage/insurance claim;
 - g) to enable the Insurer and/or the Assistance Service to carry out all necessary investigations of the Damage Claim decisive for consideration of the claim for Insurance Indemnifications and the amount thereof, and provide the necessary cooperation in this respect;
 - h) to inform the Insurer, without any undue delay, that criminal proceedings have been instituted against the Insured Party in connection with the Damage Claim, and truly inform the Insurer of the progress and results of such proceedings;
 - i) for the purpose of ascertaining information about the state of health or the cause of death of the insured party, to relieve the attending physician of their nondisclosure obligation with respect to the insurer or assistance service;
 - j) to provide cooperation, in the event of repatriation, so as to ensure the subsequent hospitalization at a health care centre in the country whose passport the Insured Party holds, or in a different country where the Insured Party has a residency permit;
 - k) to collect the originals of all invoices and receipts, where the health care centre requests direct payment of the costs related to the Damage Claim;
 - l) to submit the following documents to the insurer: complete medical documentation, original bills, and receipts for the payment of medical treatment, medication prescribed by the physician (including a copy of the prescription issued to the Insured Party's name) and transports, the police report (if the event was investigated by the police) including other references requested by the Insurer and/or Assistance Service.

7. Upon the request of the Insurer or the Assistance Service, the Insured Party shall at its own cost arrange for the official translations of documents into Czech, as may be necessary for the investigation into the Damage Claim.

8. If the Insured Party has taken out insurance of the same or similar character with another insurance company, the Insured Party shall inform the Insurer of this fact.

9. Persons claiming an Insurance Indemnification must submit the documents required by the Insurer or the Assistance Service if this may affect the determination of the Insurer's obligation to pay the Insurance Indemnification and the amount of such an Insurance Indemnification.

10. If the obligations stipulated in this Article are violated, the Insurer is authorized to adequately reduce the Insurance Indemnification or to refuse to pay any Insurance Indemnification at all.

III. Insurer's Rights and Responsibilities

1. Apart from the obligations stipulated by the Civil Code and the insurance contract, the insurer also has the following obligations:
 - a) to discuss with the Insured Party or the person claiming insurance indemnification the results of the investigation required to determine the scope and value of the Insurance Indemnification, or to notify the Insured Party about such determination, without undue delay;

- b) to return to the Insured Party or the person claiming insurance indemnification any requested documents, with the exception of original receipts of payment based on which the Insurance Indemnification has been provided.
- 2. The Insurer is not obliged to examine any potential excessiveness of the insurance, particularly if the payment of the costs of the Insured Party's medical care is also secured in a different manner.
- 3. The Insurer is in particular authorized:
 - a) to ascertain the occurrence, the course, and the extent of the damage claim (including the requesting of witness testimonials from involved parties, expert assessments, and other documents if applicable);
 - b) to request and verify medical reports;
 - c) to reduce insurance indemnification according to the Civil Code;
 - d) to reduce the Insurance Indemnifications if the Insurance Indemnifications have been paid at the full amount and subsequently, a claim for the decrease of the Insurance Indemnifications occurs. The Insurer is entitled to claim the balance between the paid and reduced Insurance Indemnification against the person in whose favour the benefit has been provided.
- 4. If the Insured Party violates the obligations required by the applicable legislation and the present ITC FCHI, the Insurer shall be entitled to adequately decrease the Insurance Indemnification or to refuse the payment thereof.
- 5. If the Insured Party violates the obligations set out in ITC FCHI and should this lead to any extra or increased cost of the investigation into the Damage Claim incurred by the Insurer, the Insurer is authorized to claim the compensation of such costs from the Insured Party.

Article 13. Final Provisions

- 1. The present ITC FCHI shall form an integral part of the Insurance Contract.
- 2. The present ITC FCHI are issued in Czech and English. In case of any contradiction between the two language versions, the Czech version shall prevail.
- 3. Czech is the communication language.
- 4. Where the Insurer's ITC FCHI refer to the generally binding legal regulations, this shall mean the legal regulations valid and effective in the Czech Republic.
- 5. Unless the parties involved in the insurance are able to reach an amicable agreement, all disputes arising from the insurance or in connection herewith shall be referred to the courts in the Czech Republic, according to the generally binding legal regulations.
- 6. Should any provision of ITC FCHI become invalid or disputed as a consequence of any changes to the generally binding legal regulations, the generally binding legal regulation that best fits the nature and purpose of such a provision shall apply.
- 7. If the Insured Party withdraws their consent, at any time during the insurance, to the identification and reviewing of their health status and if this fact may affect the examination necessary for the identification of the scope of the Insurer's obligation to provide benefits, the Insurer reserves the right to reduce or refuse to provide the Insurance Indemnification.
- 8. In order for the insurance to become and remain effective, the Insured Party must have a legal residency permit in the Czech Republic, subject to the fulfilment of the terms and conditions stipulated in the applicable legal regulations.
- 9. The Insurer's costs related to the establishment and management of the insurance amount to 20% of the unused insurance premium.

Supplementary Insurance Terms and Conditions for Foreigners' Health Insurance, applicable to the Schengen Area and Transit Countries SITC FHI dated 1 January 2016

Article 1. General Provisions

- The Foreigners' Comprehensive Health Insurance, concluded between the Insurer, INTER PARTNER ASSISTANCE, S.A., member of AXA Group, with its registered office at Avenue Louise 166, 1050, Brussels, Belgium, entered in the Commercial Register administered by Greffe de Tribunal de commerce de Bruxelles under registration number 0415591055, acting through INTER PARTNER ASSISTANCE, organization unit, with registered office at Hvězdova 1689/2a, 140 62 Prague 4 - Pankrác, Czech Republic, ID number: 28225619, entered in the Commercial Register administered by the Municipal Court in Prague, under Section A, File 59647, whose activities are supervised by Czech National Bank, Na Příkopě 28, 115 03 Prague 1 (hereinafter the Insurer) is subject in particular to Act 37/2004 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), the Insurance Contract, the Insurance Terms and Conditions of the Foreigners' Comprehensive Health Insurance, ITC FCHI dated 1 January 2016 (hereinafter ITC FCHI) and the present Supplementary Insurance Terms and Conditions of the Foreigners' Comprehensive Health Insurance, SITC FHI dated 1 January 2016 (hereinafter SITC FHI), supplementing the provisions of ITC FCHI, and the provisions of the Insurance Contract, of which SITC FHI form an integral part. In the event of a discrepancy between the provisions of the Insurance Contract and the provisions of the Insurance Terms and Conditions, the contract shall prevail. In the event of a discrepancy between the ITC FCHI and the provisions of these SITC FHI, the provisions of these SITC FHI shall prevail; an instance when these SITC FHI contain a more detailed regulation of the rights and obligations of the contractual parties to which the ITC FCHI refer shall not be deemed to constitute a discrepancy.
- SITC FHI govern the terms and conditions for the health insurance of Foreign Nationals in the Schengen Area, outside the Czech Republic and transit countries, rendered only to the extent of urgent and emergency care. In case that the provisions of SITC FHI are inconsistent with the provisions of ITC FCHI are always applicable the provisions of SITC FHI.

Article 2. Definitions

Further to the provisions of ITC FCHI, the following terms are specified below:

Acute Disease is a sudden disorder of the Insured Party's health, occurring during the existence of the insurance, which directly threatens the life or health of the Insured Party, independently of their will, and requires urgent and immediate treatment. Acute Diseases do not include such health disorders where treatment began before the commencement of the insurance or where the symptoms of the health disorder occurred prior to the commencement of the insurance, even though they were not medically examined or treated. Furthermore, Acute Diseases do not include such health disorders where medical care is appropriate and purposeful but may be postponed and only provided after the Insured Party's return to the country whose passport the Insured Party holds or another country in which the Insured Party has a residency permit.

Urgent and Emergency Health Care is health care provided to the Insured Party in the event of an injury or acute disease, where delays could cause serious deterioration of health condition, damage to health, or loss of life. The scope is further defined by the exclusions from the insurance and agreed Insurance Indemnification limits set out in the SITC FHI. The Urgent and Emergency Health Care is provided within the Schengen Area, outside the Czech Republic, and in transit countries.

Schengen Area is the territory of most European countries in which persons can cross borders of the contractual countries at any point without having to go through border control.

Transit Country means the country through which the Insured Party must necessarily pass when travelling along the fastest and shortest way from the Home Country to the place of insurance and back.

Article 3. Territory, Purpose of Stay

- The territorial scope of the insurance is extended with the present SITC FHI to cover Insurance Claims occurring within the Schengen Area outside the Czech Republic and the territory of Transit Countries.
- For the territory of the Schengen Area outside the Czech Republic and the territory of Transit Countries, the insurance is valid to the extent of Urgent and Emergency Health Care.
- As regards the purpose of the Insured Party's stay within the territory of the Schengen Area outside the Czech Republic and the territory of Transit Countries, the insurance applies to a Tourist Stay only.
- The duration of the stay within the territory of the Schengen Area outside the Czech Republic must not exceed 30 days.

Article 4. Insurance Indemnification

Foreigners' health Insurance covering urgent and emergency care	Limit of Insurance Benefit
Total limit	1 600 000 CZK (at least 60 000 EUR)
• repatriation and transportation	real costs up to total limit
• dental care	5 000 CZK

- The upper limit of the Insurance Indemnification for damage incurred within the Schengen Area outside the Czech Republic corresponds to the Insurance Indemnification limit specified in the Insurance Contract and this Article of SITC FHI. The said Insurance Indemnification limits apply to one Insurance Claim only. Regardless of changes in the EUR/CZK exchange rates, the Insurer guarantees the Insurance Claim limit of EUR 60,000 converted according to the exchange rate of the Czech National Bank applicable as of the date of the occurrence of the Insurance Claim.
- The Insurance Indemnification and its amount shall be determined by the Insurer in accordance with ITC FCHI, the present SITC FHI and the Insurance Contract, on the basis of the presented documents.

Article 5. Insurance Claim

- The Insurance Claim is a sudden Acute Disease or Injury of the Insured Party, occurring during the valid period of the insurance and requiring Urgent and Emergency Health Care, or Assistance Services, in accordance with the terms and conditions, and the agreed insurance cover. The obligation to provide benefit is limited by the Insurance Indemnification exclusions and limits.
- Events that arise from one cause and include all the circumstances and their effects, where there is a causal, time, or other direct connection among such events, shall be considered one Insurance Claim.
- The insured risk includes a change in the Insured Party's health condition as a consequence of an Acute Disease or Injury.
- In connection with the Insurance Claim, the Insurer shall cover the reasonably and purposefully expended costs for:
 - Urgent and Emergency Health Care, which includes:
 - Urgent and emergency examination necessary for the determination of diagnosis and treatment procedure;
 - Urgent and emergency medical treatment (outpatient);
 - Urgent and emergency treatment in a health care centre (residential), in a standard room with standard equipment and standard medical care, over a necessary period of time; diagnostic examinations, treatment including surgery, anaesthetic, medication, medical supplies, and hospital meals;
 - Medicines prescribed by a physician in connection with an Insurance Claim and corresponding to the concept of Urgent and Emergency Health Care;
 - Urgent and emergency treatment by a dentist during acute tooth pain, i.e., extraction or simple fillings (including X-rays), and treatment for the purpose of immediate pain relief related to the oral mucous membrane, up to the Insurance Indemnification limit set out in ITC FCHI;
 - Transportation from a doctor's office to a health care centre or from a health care centre to another specialised health care centre, if the Insured Party's current condition requires this, according to the assessment of the Assistance Service or the Insurer, and if such transportation is prescribed by the attending physician;
 - Transportation from a health care centre back to the place of residence within the territory of the Schengen Area, where the current health condition does not allow for the use of public transportation services;
 - Repatriation of the Insured Party - patient, if it is necessary and possible from the medical perspective; repatriation is assessed, approved, and organized by the Assistance Service or the Insurer, and the Insured Party is repatriated to the territory of the country whose passport the Insured Party holds, or to another country in which the Insured Party has a residency permit;
 - Transportation of the Insured Party's bodily remains back to the territory of the country whose passport the Insured Party holds, or to a different country where the Insured Party had a residency permit; the transportation of the remains must be performed by a specialised organization approved by the Assistance Service or the Insurer.

Article 6. Exclusions

1. The Insurer is not obliged to provide Insurance Indemnifications if:
 - a) The Insured Party or the person claiming insurance indemnification does not respect the instructions of the Insurer or the Assistance Service and does not effectively cooperate with them, or does not submit the documents required by the Insurer or the Assistance Service;
 - b) The Insured Party refuses to undergo repatriation;
 - c) The Insured Party refuses treatment or the necessary medical examinations by a physician designated by the Insurer or the Assistance Service;
 - d) The Insured Party investigates the Damage Claim because the Insured Party or the person claiming insurance indemnification did not relieve the attending physician or other institutions from their non-disclosure obligation vis-a-vis the Insurer or the Assistance Service, as requested by the Insurer or the Assistance Service;
 - e) The Insured Party or the person claiming insurance indemnification has prevented the Insurer or the Assistance Service from contacting the attending physician or other institutions as requested by the Insurer or the Assistance Service;
 - f) The Insured Party or the person claiming insurance indemnification has knowingly provided the Insurer or the Assistance Service with false or incomplete information regarding the Damage Claim;
 - g) The Damage Claim occurred as a consequence of the violation of legal regulations by the Insured Party or the person claiming insurance indemnification within the territory of the Schengen Area outside the Czech Republic;
 - h) The Damage Claim occurred in connection with any disturbances provoked by the Insured Party or the person claiming insurance indemnification or in connection with a crime committed or attempted by the Insured Party or the person claiming insurance indemnification;
 - i) The Damage Claim occurred in connection with the Insured Party's active or passive engagement in warfare, peace missions, combat or military events, participation of the Insured Party in an uprising, demonstration, riot or unrests, public violence, strikes or by the intervention or decision of public administration authorities;
 - j) The Damage Claim was caused by the Authorized Person or another person acting on the initiative of the Insured Party or the Authorized Person;
 - k) The Damage Claim originated in work carried out in places not designated for such purposes;
 - l) The Damage Claim occurred in relation to the Insured Party's or the person's claiming insurance indemnification active participation in a Terrorist Act or in preparation for it;
 - m) The Damage Claim occurred in the Czech Republic, or in a country whose passport the Insured Party holds, or in a country where the Insured Party is a participant of the public health insurance system;
 - n) The Damage Claim occurred as a consequence of suicide, attempted suicide, or self-inflicted trauma by the Insured Party;
 - o) The Damage Claim occurred in connection with the consumption of alcohol or other narcotic, toxic, or psychotropic substances;
 - p) The Damage Claim occurred in connection with Dangerous and High-Risk Sports and Activities or in connection with Professional Sport, or during participation in Competitions or preparations for such Competitions;
 - q) The Damage Claim occurred in connection with business activities, performance of occupation, employment, or other gainful activities;
 - r) The Damage Claim was caused by nuclear energy or nuclear risks, or chemical or biological contamination;
 - s) The Damage Claim occurred as a consequence of the deliberate conduct, fault, or contributory fault of the Insured Party or the person claiming insurance indemnification;
 - t) Any events occurring after the 30-day period of continuous residence in a country of the Schengen Area outside the Czech Republic or within a Transit Country.
2. The Insurer is not obliged to pay any Insurance Indemnification for events that occurred prior to the premium payment.
3. Furthermore, the Insurer is not obliged to pay any Insurance Indemnification under the following circumstances:
 - a) the medical care is related to the treatment of illnesses or injuries which existed prior to the signing of the Insurance Contract, including medication;
 - b) the medical care is appropriate and purposeful but may be postponed and only provided after the Insured Party's return to the country whose passport the Insured Party holds or another country in which the Insured Party has a residency permit;
 - c) preventive check-ups, follow-up examinations or medical examinations and treatment not related to a sudden illness or injury; check-ups, examinations, and treatment under letter c) of this paragraph require consent of the Assistance Service;
 - d) there are complications which occurred during the treatment of the illnesses or injuries to which this insurance does not apply;
 - e) The purpose of the stay is treatment or continued treatment;
 - f) Examinations, check-ups, and other medical procedures are in the personal interest of the Insured Party, and do not serve a medical purpose;
 - g) Examinations, check-ups, and other medical procedures relating to laboratory examination (including laboratory and ultrasound treatment) in connection with pregnancy, abortion, any complications in a risky pregnancy, any complications after the 18th week of pregnancy, childbirth including premature childbirth and postnatal period, examination and treatment of infertility and artificial insemination and the costs related to contraception and hormonal treatment; any complications in pregnancy, should the Insured Party be pregnant when taking out the insurance;
 - h) non-acute dental treatment and related services, cost of dentures, dental crowns, bridges, removal of plaque or tartar;

- i) Treatment by the Insured Party's Relative or a person without corresponding qualifications, medical acts outside of a health care centre registered in the Schengen Area, treatment using methods which are not scientifically recognized in the Schengen Area;
- j) purchase of medicines and medical aids without a prescription;
- k) Vaccination with the exception of vaccination against tetanus and rabies in relation to injury;
- l) Physiotherapy, physical, and bath treatments, care at specialised treatment institutes, acupuncture and homeopathy, chiropractic treatment, exercise therapy, or self-sufficiency training;
- m) Medical treatment provided beyond the scope of Urgent and Emergency Health Care;
- n) Examination and treatment of mental and psychological diseases and disorders, psychotherapy and psychoanalysis;
- o) Examination and treatment of congenital defects;
- p) treatment of addictions, including all complications and related diagnoses;
- q) production and repair of prostheses (orthopaedic, dental), glasses, contact lenses, or hearing aids, and the purchase of braces of other than the basic model;
- r) compensation for extra medical care and services;
- s) payments for supplementary medicines, vitamin products, and food supplements;
- t) payments for cosmetic and aesthetic surgeries;
- u) reimbursement of costs of regulatory fees and surcharges;
- v) complications caused by violation of the treatment regime established by the attending physician.
- w) examination and treatment of hepatitis, from the diagnosis;
- x) organ transplants, treatment of haemophilia, insulin therapy, except for the provision of emergency care, treatment of chronic renal insufficiency with haemodialysis, or with peritoneal dialysis, treatment with growth hormone, inter feron treatment, and medication initiated prior to the valid period of the insurance;
- y) examination and treatment of contagious venereal diseases, including HIV/AIDS, from the moment of diagnosis;

Article 7. Insured Party's Responsibilities

If a Damage Claim occurs in a Transit Country or a country of the Schengen Area outside the Czech Republic, then in addition to the obligations of the Insured Party specified in Article 13 (II) of ITC FCHI, the Insured Party shall upon the request of the Assistance Service be obliged to document that he/she has been staying outside the Czech Republic for fewer than 30 days. This obligation shall also apply to a person who is claiming a right to insurance Indemnifications.

Article 8. Final Provisions

1. The present SITC FHI complement the provisions of ITC FCHI and form – together with ITC FCHI – an integral part of the Insurance Contract.
2. These Supplementary Insurance Terms and Conditions shall become effective on 1 January 2016