MAXIMA POJIŠŤOVNA

GENERAL INSURANCE TERMS AND CONDITIONS FOR COMPREHENSIVE MEDICAL CARE INSURANCE OF FOREIGNERS (VPP/810-12)

Article I.
Introductory Provisions

1. Rights and obligations of the participants of this contract are regulated by the relevant legal provisions of the Czech Republic, in particular by the provisions of the legal Act 326/1999 Coll., on the Residence of Foreign Nationals in the Territory of the Czech Republic, as amended, legal Act No 89/2012 Coll., Civil Code, as amended, these insurance terms and conditions, and other provisions mentioned in the insurance contract.
2. Contractual parties are, on the one side, the policy-holder, on the other side, the Insurer: Maxima pojišťovna, a.s., with legal address at Italská 1583/24, Praha 2, 120 00, INN: 61328464, registered in the Trade register of the City Court of Prague, part B, file 3314 (hereinafter, the Insurer).
3. Insurance is concluded as non-cumulative insurance.
4. This insurance applies to all the types of legally acknowledged residence of foreigners, excluding those types of residence where the physical entity is obligatory insured in the frames of public health insurance in Czech Republic in accordance with special legal regulations.
5. This insurance answers the requirements of the legal act 326/1999, on the Residence of Foreign Nationals in the Territory of the Czech Republic, as amended, for Comprehensive medical insurance for foreigners as of § 180i and following.

Article II.
Explanation of Terms

1. **Policy-holder** is a person who concludes the insurance contract with the Insurer.
2. **Insured person** is a person, who is not a citizen of the Czech Republic (hereinafter "CR") , whose health the insurance applies to and who stays on the territory of the Czech Republic on the basis of a valid residence permit issued in accordance with legal requirements of the CR.
3. **Authorised person** is a person who is entitled to the insurance benefits in the result of an insured event on the grounds of the documented proof that he or she carried expenses which are covered by this insurance contract.
4. **Loss event** is an event which results in a loss and which may present grounds for an insurance claim.
5. **Insured event** is an accidental event specified in article V which is related to the inception of the Insurer's obligation to provide insurance cover.
6. **Insured risk** is a possible cause of an injury or illness of the Insured person, excluding the causes and cases, which are explicitly determined in Insurance Exclusions or which are not covered in the scope of insurance according to insurance provisions.
7. **Comprehensive (complex) healthcare insurance** is understood to be the healthcare provided to the Insured person in a contractual medical facility without direct payment by the Insured of the expenses for the medical care the aim of which is to restore the Insured's health to such a state as it was found in before the insurance contract conclusion. Part of complex medical care is also certain preventive and dispensary medical treatment as well as medical care related to pregnancy and childbirth which is further specified by insurance conditions.
8. **Indispensable medical care** is understood to be a medical examination, diagnosis determination, treatment of acute health conditions which, from the medical point of view, call for application of medical treatment immediately or in a very short period.
9. **Emergency medical services** is understood to be a medical examination, diagnosis determination, treatment of acute health condition which is related to the possibility of damage of basic life functions and also such health condition when, from the medical point of view, the delay in treatment may cause a serious damage to health and put the life of the Insured in danger.
10. **Accidental injury** is understood to be unexpected and abrupt impact of external force or own bodily force independent of the Insured's will which happened in the period of insurance validity.
11. **Repatriation** is a transfer of the Insured or the bodily remains of the Insured to the Czech Republic or the state which issued the Insured's passport, or to another state where the Insured has a residence permit.
12. **Health insurance document** is a document issued to the Insured in the moment of the contract signature. This document serves as a proof of the existence of the insurance contract and indicates its scope.
13. **Assistance company** is a third party which is indicated in the insurance contract, and which on the basis of a contract with the Insurer provides assistance services to the Insured persons in the scope of call-centre support under the conditions specified in the insurance contract and these terms and conditions. The contact details of the assistance service are indicated in the insurance contract.
14. **Transit** is the transportation of the Insured which starts (or finishes) on the territory of the CR and it is headed directly to (or from) the state which is the domestic state of the Insured or where he/she has a legal residence permit and which does not last longer than 24 hours and it is certified by a respective travel document or the bill for the fuel used for the transit.
15. **Dispensary care** is understood to be medical care with the purpose of active and long-term monitoring of the health condition of the Insured who is ill or is under threat of illness or deterioration of health, when based on the development of the illness it is possible to expect a change of the health condition which if revealed timely can cardinally influence further treatment and development of the illness.
16. **The Schengen space** is the territory of states who signed the Schengen agreement (Belgium, Czech Republic, Denmark, Estonia, Finland, France, Italy, Lithuania, Latvia, Luxemburg, Malta, Hungary, Germany, Holland, Norway, Poland, Portugal, Austria, Greece, Slovak Republic, Spain, Sweden, and Switzerland)

Article III.
Subject of Insurance

1. The subject of insurance is the compensation of adequate and indispensable expenses for the comprehensive medical care which had to be provided to the Insured in a medical facility in the result of deterioration of heath condition of the Insured which took place on the territory covered by insurance or in relation with pregnancy or childbirth which were paid during the period of insurance except for the contractual exclusions. The subject of insurance can only be considered such medical care which is intended to restore the patient's state of health to that condition which it was found in before contract conclusion in agreement with the legal act on Residence of Foreign Nationals in the Territory of CR.
2. The subject of insurance is also, if agreed in the insurance contract, the compensation of emergency indispensable medical care which was provided to the insured in the result of deterioration of health in the period of stay on the territory of Schengen space beyond the borders of the Czech Republic. Insurance indemnity is related only to the tourist stay of the Insured (excluding any type of short-term profitmaking), at this the length of each such stay should not be longer than 30 days.
3. Insurance also covers the expenses for repatriation. In case of the loss event happening in the transit country the insurance indemnity covers only the expenses of emergency and indispensable medical treatment.

4. If the Insured's health condition allows the medical treatment will be provided by a contractual medical institution of the Insurer listed at the web address: www.maximapojistovna.cz. Otherwise, the medical treatment to the Insured will be provided by a chosen medical institution or a doctor with a respective expertise.

Article IV.
Territorial Cover

1. Insurance covers the losses which take place on the territory of the Czech Republic or the transit states.
2. If agreed in the insurance contract, the insurance also covers the loss events which took place on the territory of Schengen space beyond the territory of Czech Republic.

Article V.
Insured Event, Origin of Loss, and the Scope of Insurance Claims

1. Insured event is
   a) the provision of comprehensive medical services to the Insured in the result of his/her injury or illness
   b) repatriation of the Insured
   c) provision of preventive care in the scope defined in part 3 of the Article and the dispensary care.
2. Comprehensive medical care includes:
   a) all necessary examinations needed for determining the diagnosis and treatment procedure,
   b) indispensable treatment,
   c) indispensable hospitalization of the Insured in a room with standard facilities,
   d) medical examinations of the Insured in the period of pregnancy,
   e) childbirth,
   f) necessary surgery treatment including related indispensable costs;
   g) efficiently used medical materials and medicaments,
   h) indispensable, from medical point of view, transportation of the Insured in a vehicle of medical transportation service from the place of the loss event occurrence to the nearest medical facility or transportation of the Insured to the nearest medical facility which can provide the required medical care,
   i) dental care of the Insured with the purpose of acute pain elimination or treatment of the consequences of an accidental injury up to the limit stated in the insurance contract
   j) standard post-injury rehabilitative care prescribed by the attending physician.
3. Preventive care included in the complex medical care includes:
   a) preventive paediatric care provided to the child if the child is determined as "Insured" in the insurance contract in the scope of the regulation No70/2012 Call.,
   b) once a year a preventive examination by the general practitioner,
   c) once a year an examination of an insured woman by the gynaecologist,
   d) once a year a preventive examination by the dentist.

Article VI.
Insurance Compensation

1. The upper limit of the insurance benefits for one insured event is the limit of insurance cover indicated in the insurance contract. In the insurance contract there is also indicated a total limit of insurance indemnity for all the insured events which happened in the period of insurance.
2. The loss event should be reported to the Insurer via the assistance service. In cases when this procedure is not technically possible, it is possible to notify the loss event directly to the Insurer in written form, or by fax or by e-mail. The notification of the loss event must be carried out without undue delay in the period of 24 hours after the loss event occurrence, if Insured's health condition allows.
3. The Insurer provides insurance compensation for medical treatment in the Czech Republic in domestic currency. In case of payment in the foreign currency an average exchange rate of a respective currency announced by Czech National Bank to the day of loss event occurrence will be used.
4. Insurance benefits are payable in the period of up to 15 days after the investigation necessary for determination of the scope of the Insurer's obligations is completed. The investigation is considered completed in the moment when the Insurer announces the results of the investigation to the authorised person.
5. Insurer settles the expenses to the medical institution, to the Insured or other person who has carried such documented expenses.
6. Insurance compensation for the loss events occurring on the territory of the Czech Republic will be provided in the scope and in the amount which corresponds to the scope of expenses of public health insurance in the Czech Republic in a similar case, if it is not otherwise agreed with a medical facility.
7. Insurance compensation for the events which occurred in the transit countries or, if agreed by the contract, in the countries of Schengen space beyond the territory of Czech republic, will be provided in the scope and to the amount of the emergency and indispensable medical treatment corresponding to the similar expenses of the public healthcare in Czech republic, if not agreed otherwise with the medical institution.
8. If the Insured makes direct payment of the expenses in a medical institution in the Czech Republic which are the subject of insurance coverage, the Insured must provide the original copies of the documents certifying the occurrence of the loss event, the scope of the loss, and the amount of the expenses related to it. In case that the expenses for provided medical treatment exceed the amounts corresponding to the public health insurance in the Czech Republic, the Insurer may decrease the compensation amount to this scope.

Article VII.
Insurance Exclusions

1. This insurance does not cover the losses which occurred:
   a) due to purposeful arrival to the Czech Republic with the aim to undergo medical treatment including the transit to the Czech Republic (i.e. health tourism),
   b) in connection to the activities undertaken by the Insured without legal authorisation, or in the place which is not determined for this activities,
   c) in the period when the Insured participates in the public health insurance program in the Czech Republic,
   d) as a result of or related to the illness or injury the cause or the symptoms of which took place before the conclusion of the contract.
2. The Insurer does not provide insurance compensation for losses in case of:
   a) treatment which was not provided to the Insured in a medical facility or by a medical specialist with a legally recognized medical practice authorisation, also not in case of application of method not acknowledged by medical science,
   b) a loss event occurred due to provable violation of the prescribed medical treatment or the regime prescribed by a doctor, except for injuries,
   c) the loss event was intentionally caused by the Insured, except for injuries
   d) the loss event happened by fault or by contributory fault of the Insured, except from injuries
   e) the loss event happened by fault of the Insured under the influence of alcohol or medication or under influence of drugs or psychotropic substances, except of injuries,
   f) undergoing long-term physiotherapeutic care if it is not indispensable for treatment of imminent heath condition complications,
   g) the Insured's stay in the institutions for long-term therapeutic care (i,e, spas, sanatoriums, etc), if the Insurer on serious grounds (in particular, protection of Insured's life) will express on the basis of the treating doctor's recommendation an official agreement with such expenses coverage,
   h) expenses on medical cosmetic or aesthetic treatment which is not related to medical purposes,

Article VIII.
Insurance Contract

1. Insurance contract is concluded by signature of the written con-

tract by both contractual parties. The insurance contract can also be concluded also by means of performing the payment in the amount stated in the electronic form of the insurance contract which was elaborated by the Insurer with regards to the Insured's travelling possibilities.

2. By concluding the insurance contract the Policy-holder gives consent to the Insurer's providing to the Foreigners police department a remote access to the information from the insurance contract in relation to the duties of the Foreigners police department related to the act No326/1999Call, on the Foreigners stay on the territory of Czech Republic, as amended.

Article IX.
Insurance Period, Inception and Termination of Insurance

1. The insurance is concluded for a certain period which is indicated in the insurance contract.
2. The insurance starts on the day following the day of the signature of the contract, if a later date is not agreed in the contract.
3. One of conditions for insurance inception and validity is a legal residence permit of the Insured on the territory of the Czech Republic or, if it is agreed in the contract, on the territory of the Schengen space beyond the borders of Czech Republic with fulfilment of all necessary legal requirements.
4. The insurance period cannot be interrupted.
5. Insurance terminates on occurrence of any of the following facts:
   a) insurance period expiry, at 00:00 of the day defined as the end of insurance,
   b) death of the Insured,
   c) termination of the residence permit of the Insured on the territory of the Czech Republic or on the day of coming into force of the resolution on deportation or administrative expulsion,
   d) on the day when the Insured became or should have become a participant of the Public Health insurance program (on the basis of the employment relationship on the territory of CR or due to acquisition of the right of permanent residence in CR),
   e) withdrawal from the insurance contract.
6. In case of settling the expenses for the medical treatment related to the pregnancy and childbirth the waiting period of 8 months from the start of insurance is applied, during which the insurance does not cover childbirth or pregnant mother care. The waiting period cannot be applied in relation to the insurance of the Pregnancy type.

Article X.
Insurance Premiums

1. The amount of the insurance premiums is determined in the insurance contract.
2. Insurance premiums are paid as a lump sum.
3. Insurer has a right for total amount of premiums for the whole period of insurance, unless legal conditions for partial premiums refund are fulfilled.
4. Insurance premiums are considered as paid on the day when the money is credited to the Insurer's account in full amount. The insurance contract can determine different insurance premiums payment conditions.

Article XI.
Rights and Obligations of the Insured

1. Apart from other obligations determined by legal regulations the Insured is obliged to:
   a) provide truthful and complete answers to all the questions of the Insurer regarding the insurance that is being concluded, the same applies to loss event settlement,
   b) notify the Insurer without undue delay of all changes concerning the circumstances which the Insurer was interested in, or which are entered in the insurance contract,
   c) inform the Insurer about all insurance contracts valid to the day of loss event the subject of which is the risk of similar nature,
   d) take all possible effort to prevent the loss event occurrence and to minimize the scope of the event,
   e) follow instructions and recommendations of medical personnel
   f) comply with regulations of public health protection,
   g) undergo, in accordance with doctor's instructions, necessary examination or treatment,
   h) undergo on request of the Insurer an examination by a doctor, determined by the Insurer, if such an examination is reasonable from the Insurer's point of view in the given circumstance,
   i) on request of the Insurer to exempt a third party of confidentiality (in particular, medical institutions) with regards to information related to the loss event.
2. In case of a loss event, the Insured is obliged:
   a) Inform assistance service about all facts important in relation to the insurance claim in the frames of this insurance and follow the assistance service instructions,
   b) to take all necessary measures which can be reasonably demanded in given circumstance to prevent further deterioration of health condition and mitigate the consequences of the loss event ,
   c) undergo a medical examination or treatment in a contractual medical facility of the Insurer , if possible. In this case the Insured is always obliged to show to the treating doctor the confirmation of insurance contract conclusion,
   d) to notify without undue delay the bodies operating in criminal or offence trial of an event which took place in circumstances indicating commitment of an offence or a criminal act,
   e) to proceed in such a way so as to make possible for the Insurer to claim loss compensation caused by the loss event from a third party, as well as to exercise his right for recourse and settlement, and in this connection to provide necessary cooperation to the Insurer,
   f) to undergo repatriation if the Insured's health condition allows it and the Insured agrees to it.
3. The policy-holder is obliged to familiarize the Insured with the content of the insurance contract and the insurance conditions.

Article XII.
Determination of Health Condition of the Insured.

1. Upon conclusion of the insurance contract the Insured is obliged to give true and full answers to all written questions related to the health conditions of the Insured. The same rule applies in cases of changes of insurance contract or change of the facts that were the subject of questions of the insurer when concluding the contract.
2. The Insurer is authorized to review the data related to Insured's health condition which was provided by the Insured to the medical institutions where he or she was undergoing treatment. The Insurer is also authorized to have the Insured re-examined by a doctor determined by the Insurer. The agreement of the Insured with the revision of the data and re-examination of his or her health condition is given by the Insured upon signature of the Contract. This agreement also relates to examination of the health condition in relation to the changes applied to insurance and with insurance compensation claims.
3. Determination of health condition or the cause of death is done on the basis of reports and excerpts from medication documentation requested by the Insurer or by medical institution authorized by the Insurer from the treating doctors, and in case of necessity also by means of an examination or by an investigation performed by the medical institution authorized by the Insurer. By his agreement the Insured exempts from confidentiality obligation his or her treating doctor, the provider of medical services, medical personal, other medical specialists and other persons providing medical services from which the Insurer requests the information.
4. Information about the Insured's health condition obtained by the Insurer is confidential and can be used only and exceptionally for the needs of this insurance contract.

Article XIII.
Obligations of the Insurer

Apart from other obligations which are defined by legal regulations the Insurer is obliged:

1. to give true and full answers to all written questions of the policy-

-holder or of the Insured related to the insurance contract which is being concluded or the change of the insurance which is being negotiated.

2. to provide insurance compensation in case of a loss event occurrence, if all conditions for its payment are fulfilled;

3. after a loss event notification to begin without undue delay an investigation of the event with the aim to determine the scope of the insurance compensation he is obliged to pay;

4. to inform the authorised person about the results of the investigation necessary for determination of the scope and the amount of insurance compensation;

5. with the help of the company's assistance service to provide informational services to the Insured and respective medical facilities, including, in particular, certification of the validity of an insurance contract, finding an appropriate medical facility, or provision of information about certain insurance product. Also with the help of the assistance service the Insurer is obliged in case of necessity to supply to a medical facility the guarantee letter which guarantees the compensation of a certain amount of expenses on medical treatment related to a loss event.

Article XIV.
Insurer's Right of Recourse

1. In case that the Insurer settles the amount of costs of treatment of the Insured's injury or a disease
   a) that was caused or happened in relation to use of alcohol, narcotics or other psychotropic materials by the Insured, or
   b) which the Insured has caused to himself/herself on purpose,

   the Insurer has the right to claim the refund of such a payment in full extent from the Insured.

2. Should there happen a violation of legal or contractual obligation, the Insurer has the right to decrease the amount of insurance compensation taking into consideration the fact of how much this violation influenced the occurrence of a loss event or the amount of loss, if the decrease of insurance compensation does not happen under a special legal regulation. In the opposite case, the Insurer has the right to claim the return of the settled insurance compensation from the Insured.

Article XV.
Cession of Rights to the Insurer

1. Consequently with the payment of the insurance compensation for the loss event, for which the Insured is entitled to claim the settlement of compensation from a third party, the Insured has to cede this right to the Insurer up to the amount of insurance compensation already provided by the Insurer.

2. If the Insurer carries other expenses caused by the authorised person or the Insured in relation to validation of this right, the Insurer is entitled to claim the settlement of these expenses from the authorised person/the Insured.

Article XVI.
Legal Actions and Delivery of Written Documents.

1. The insurance contract and all legal acts related of the insurance must be in written form, if not agreed otherwise.

2. The documents related to the insurance contract are delivered:
   a) By means of using services of a holder of the postal services licence in accordance to the special legal act to the last known address of the participant of the insurance;
   b) In person by an employee of the Insurer or by an authorized by the Insurer person,
   c) In electronic form signed in accordance with special legal acts.

3. Written documents of the Insurer are considered as delivered on the day of accepting the delivered post, non-accepting of the post or returning of the documents as non-delivered, otherwise on a third calendar day after its sending. If the Insured or the Policy-holder was not reached at home, and the written documents of the Insurer were stored at the deliverer's, the documents are considered delivered on the last day of the storage period, even though the storage of these documents has not become known to the Insured or the Policy-holder.

4. If the Policy-holder or the Insured changes the address indicated in the insurance contract and do not notify this change to the Insurer in the written form, and written documents of the Insurer return as non-delivered, the post is considered delivered on the day when it returns to the Insurer, even though the sending of these documents has not become known to the Insured or the Policy-holder

Article XVII.
Final Provisions

1. The insurance contract and legal relationships arising from the contract are governed by legal regulations of the Czech Republic.

2. Disputes arising from the contract are to be settled in respective courts of the Czech Republic.

3. The language of communication is the Czech language. These Insurance Terms and Conditions are integral part of the insurance contract. If the Insurance Terms and Conditions, insurance contract or other documents are provided in multiple language variations, the Czech version is the considered decisive.

4. Regular expenses of the Insurer related to the inception and administration of the insurance contract constitute 15% of the written premiums.

5. These insurance conditions come into force on the 1.7.2015.