

# General Insurance Terms and Conditions

## Sygic Medical Expense Insurance VPPPLNS/0421

### Introductory provisions

Sygic medical expense insurance, which the Insurer offers as a group insurance programme, is governed by the applicable provisions of Act No 40/1964, the Civil Code, as amended ("Civil Code"), these General insurance terms and conditions of Sygic medical expense insurance VPPPLNS/0421 ("Insurance Terms and Conditions") and the Insurance Contract.

## Part A GENERAL PROVISIONS

### Article 1 Definition of terms

For the purposes of insurance under these Insurance Terms and Conditions, the following terms are interpreted with the meanings specified below:

#### Acute Illness

An Illness that appears suddenly during the term of insurance, which constitutes a threat to the life or health of the Insured Person independently of their will and requires necessary and/or urgent medical treatment. An Illness is not considered an Acute Illness if:

- treatment of the Illness commenced before the start of insurance
- the Illness appeared before the start of insurance even though it was not medically examined or treated

#### Ordinary Activity

activity that is not classified as a Sport or Manual Work

#### Epidemic

unusually high incidence of the same infectious disease (infection) in persons in a defined area in a set period of time

#### Illness

a disorder of the physical or mental health of an Insured Person recognised in the International Statistical Classification of Diseases and Related Health Problems issued by the World Health Organisation (WHO)

#### Chronic illness

a long-term persistent Illness

#### Client

a natural person who uses a Policyholder's Means of Distance Communication and expresses an interest in insurance and Accession to Insurance.

#### Manual Work

activity carried out in the context of an employment relationship, voluntary activity, business activity or any activity in which physical work predominates over mental activity. Manual Work also includes work classified as hazardous work, high-risk work or work with difficult working conditions, regardless of whether mental activity prevails over physical work. Mental activity carried out in the context of an employment relationship, voluntary activity or business activity is not considered to be manual work.

#### Recurrent Illness

an Illness that is not a Chronic Illness but recurs multiple times.

#### Eligible Person

a person who is entitled to receive Insurance Benefit for a claim.

#### Pandemic

a large-scale epidemic with an indefinite time frame and practically no spatial restrictions affecting a large number of people over an extensive area (continents). A pandemic is declared by the World Health Organisation (e.g., COVID-19).

#### Partner

the Insurer's contractual partner for the provision of assistance services abroad - Eurocross Assistance Czech Republic s.r.o., with its registered office at Lazarská 13/8, 120 00 Prague 2, Czech Republic, ID No: 25 598 180

#### Insurer

Union poisťovňa, a. s., with its registered office at Karadžičova 10, 813 60 Bratislava, ID No: 31 322 051, registered in the Companies Register of Bratislava I District Court, Section Sa, entry 383/B

#### Insured Person

the Primary Insured Person and/or Co-insured Persons

#### Primary Insured Person

the natural person who meets the conditions under these Insurance Terms and Conditions and who accedes to insurance.

#### Insurance Period

the duration of insurance of an individual Insured Person agreed in the insurance contract.

#### Insurance Contract

Insurance Contract No. 11-701-995 entitled Sygic medical expense insurance, concluded between the Insurer and the Policyholder.

#### Premium

a financial sum agreed in the Insurance Contract, which the Policyholder is obliged to pay to the Insurer for coverage of the risks.

#### Insurance Benefit

financial compensation that the Insurer is obliged to pay to an Insured Person, on behalf of an Insured Person or to an Eligible Person in the event of an Insurance Claim in accordance with these Insurance Terms and Conditions and the Insurance Contract.

#### Policyholder

Sygic a. s., ID No: 35 892 030, with its registered office at Twin City C, Mlynské Nivy 16, 821 09 Bratislava - borough of Ružinov, registered in the Companies Register of Bratislava I District Court, Section Sa, entry 4893/B

#### Accession to Insurance

an expression of a Client's will to be an insured person, made by electronic confirmation via a Means of Distance Communication.

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### Means of Distance Communication

any software application that the Policyholder offers to end users – their clients – for installation on mobile phones including (but not limited to) Sygic GPS Navigation, Sygic Travel Maps Offline

### Co-insured Person

a person for whose benefit the Client has taken out Insurance.

### Claim

A claim for Insurance Benefit based on a chance event resulting in damage to health or life. A claim under Part B of these Insurance Terms and Conditions is based on the death of an Insured Person or a change in their state of health as a result of an Accident or Acute Illness. A chance event is an event whose occurrence it is reasonable for the Insured Person to anticipate although they cannot know, at the time of Accession to Insurance, when or if such an event will occur; in the case of an Accident, the moment of occurrence of damage to health is deemed to be the moment of the sudden, violent effect of external forces; in the case of Illness, it is the moment when the Illness is confirmed by a doctor; if death occurs as a result of an Accident or Illness, the claim will relate to the moment of the Accident or Illness that was the cause of death.

### Sport

recreational activity involving various forms of physical exercise and other recreational physical activities

### Act of Terrorism

the use of force, violence or a threat by a person or group of persons, acting alone or in the interest of or in cooperation with an organisation, government or for political, religious, ideological or ethnic goals or reasons, to intimidate or coerce a government and/or cause fear in the civilian population or any segment thereof.

### Accident

an event that occurs independently of the will of the Insured Person and causes, through the unexpected, sudden and uninterrupted effect of external forces or an external influence, other than that of microbial poisons and immunotoxic substances, objectively detectable or visible harm to health, bodily injury or death.

### Home Country

Member States of the European Union and Member States of the European Free Trade Association, with the exception of their overseas territories.

## Article 2 Insurance variants, insurance types and Insured Persons

### A. Insurance variants

#### I. daily variant - BASIC

1. Insurance is agreed for a defined period of up to 365 or 366 days.

#### II. daily variant - PANDEMIC

1. Insurance is agreed for a defined period of up to 365 or 366 days.
2. The insurance also covers claims relating to an illness that the World Health Organisation classifies as an Epidemic / Pandemic or cases where such an illness is suspected.

### III. annual variant - BASIC

1. Insurance is agreed for a defined period of 365 or 366 days.
2. The insurance covers events occurring during every trip (journey and stay) whose length does not exceed 30 days (the maximum length of one trip) and when lodging a claim, the Insured Person must present evidence (e.g. passport, travel document, accommodation receipt) unambiguously indicating the date when the Insured Person crossed the border for a trip outside the country where they have permanent residence or public health insurance, or providing unambiguous proof that at a time less than the agreed maximum length of one trip (30 days) before the event to which the claim relates, the Insured Person was present in the country where they have public health insurance; the trip must take place within the Insurance Period.
3. An unlimited number of trips is covered and there is no need to report individual trips.

### IV. annual variant - PANDEMIC

1. Insurance is agreed for a defined period of 365 or 366 days.
2. The insurance covers events occurring during every trip (journey and stay) whose length does not exceed 30 days (the maximum length of one trip) and when lodging a claim, the Insured Person must present evidence (e.g. passport, travel document, accommodation receipt) unambiguously indicating the date when the Insured Person crossed the border for a trip outside the country where they have permanent residence or public health insurance, or providing unambiguous proof that at a time less than the agreed maximum length of one trip (30 days) before the event to which the claim relates, the Insured Person was present in the country where they have public health insurance; the trip must take place within the Insurance Period.
3. An unlimited number of trips is covered and there is no need to report individual trips.
4. The insurance also covers claims relating to an illness that the World Health Organisation classifies as an Epidemic / Pandemic or cases where such an illness is suspected.

### B. Insurance types

#### I. Individual

The Insured Person is a natural person meeting the conditions under the Insurance Contract.

#### II. Family

The Insured Persons are two close adults who meet the conditions under the Insurance Contract and children of the Primary Insured Person under the age of 21 years on the first day of insurance selected by the Client on Accession to Insurance (the start date of insurance) regardless of their number.

### C. Insured persons

1. Under insurance of the type Individual the Insured Persons may include a Co-insured Person in addition to the Primary Insured Person. Depending on the Client's choice on Accession to Insurance, the Insured Persons can include the Primary Insured Person and any other person who meets the conditions for an Insured Person under the Insurance Contract.
2. Under insurance of the type Family, the Insured Persons may include a Co-insured Person in addition to the Primary Insured Person. Depending on the client's choice on Accession to Insurance, the Insured Persons can include the Primary Insured Person and

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one close adult who meets the conditions for an Insured Person under the Insurance Contract, as well as their children under the age of 21 years on the first day of insurance selected by the Client on Accession to Insurance (the start date of insurance) regardless of their number.

3. Other restrictions for Accession to Insurance for Insured Persons may be agreed in the Insurance Contract.

### **Article 3**

#### **Territorial coverage of insurance**

1. Insurance covers claims made for events occurring in European countries and in Turkey, Algeria, Morocco, Tunisia, Cyprus, Egypt, Israel, Jordan, Georgia, Armenia, Azerbaijan and the European part of the Russian Federation except for the country where the Insured Person has permanent residence or public health insurance.

### **Article 4**

#### **Insurance period, start and end of insurance**

#### **Temporal application of insurance**

#### **I. Insurance period and temporal application of insurance**

1. The Insurance Period is the duration of insurance agreed in the Insurance Contract. Insurance can be taken out with a definite Insurance Period or an indefinite Insurance Period.
2. The insurance of individual Insured Persons is agreed for a definite period.
3. The insurance of individual Insured Persons begins on Accession to Insurance.
4. The insurance of individual Insured Persons begins at 00:00 CET on the date that the Client specifies as the first day of insurance validity on Accession to Insurance and ends at 24:00 CET on the date that the client specifies as the last day of insurance validity for the individual Insured Person on Accession to Insurance. If the first day of insurance validity for individual Insured Persons is the same date as the date of Accession to Insurance, insurance begins at the time of Accession to Insurance of the individual Insured Person.
5. Insurance validity for individual Insured Persons is automatically extended in the event of any of the following circumstances:
  - their Accident or Acute Illness
  - a strike or bankruptcy of their carrier
  - an Act of Terrorism
  - a natural disaster
  - a change in the scheduled departure of public transport from abroad due to an emergency prevents them from returning to their Home Country on the date originally planned. In this case, insurance ends on the return of the Insured Person concerned to their Home Country or at the end of the fifth day after the day that the Client specified as the last day of insurance validity when taking out insurance for the Insured Person concerned, if sooner.

#### **II. Expiry of individual insurance**

1. The insurance of an individual Insured Person expires:
  - a) on expiry of the period, for which the Insured Person was covered based on their Accession to Insurance or for which they were covered as a Co-insured Person, in accordance with point I(4) of this article,
  - b) on the death of the Insured person,

- c) on cancellation of the Insured Person's Accession to Insurance by the Client before the first day of insurance validity specified by the Client when agreeing the Insured Person's Accession to Insurance.

### **Article 5**

#### **Premium and method of payment**

1. The amount of the Premium is based on the insurance type, the insurance variant, the scope of coverage and risk assessment. The amount of the Premium is specified in the Insurance Contract.
2. The Premium is paid for the agreed period of insurance (regular Premium).
3. The payment period for a regular Premium is specified in the Insurance Contract.
4. The Insurer is entitled to receive the Premium from the start of insurance to its end. If insurance is terminated in accordance with Article 4(II)(1)(c) of this part of the Insurance Terms and Conditions, the Insurer will return the Premium (unused Premium) at the Policyholder's request. The Insurer will return the unused Premium hereunder only if the Policyholder requests the return of the Premium at the latest on the day before the day that the Client specified as the first day of insurance validity when agreeing Accession to Insurance for the Insured Person in accordance with Article 4(II)(4) hereof.
5. If insurance is terminated in accordance with Article 4(II)(1)(c) of this part of the Insurance Terms and Conditions, the Insurer will return to the Policyholder the Premium paid for each Insured Person concerned.
6. If the Policyholder is in arrears with payment of the Premium, the Insurer is entitled to interest on arrears in accordance with applicable legislation.
7. The Premium is subject to insurance tax pursuant to Act No. 213/2018 on insurance tax and amending certain acts. Insurance tax will be applied to the Premium in accordance with the applicable legislation.

### **Article 6**

#### **Obligations of an Insured Person**

1. An Insured Person must:
  - a) take as much care as possible to prevent the occurrence of an insured event and not breach legislative provisions and contractual terms designed to avert an insured event or to reduce the risk of its occurrence,
  - b) notify the Insurer or their Partner without undue delay of any circumstance that may give rise to a claim for Insurance Benefit and follow their instructions,
  - c) take, insofar as they are capable, all necessary and expedient measures to mitigate the consequences of the damage suffered or to prevent it from increasing,
  - d) cooperate with the Insurer in identifying the causes and extent of the insured event,
  - e) give full explanations to the Insurer or their authorised representative and allow them to conduct investigations necessary to obtain information relevant to their decision on the provision of Insurance Benefit, and to provide written material and documents requested by the Insurer or their authorised representative that are necessary for settlement of the claim,
  - f) exercise any right to compensation against another person bearing liability for an insured event.

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2. If an insured person violates an obligation laid down in this article or in the Insurance Contract and the violation has a material effect on the occurrence of the insured event or the amount of Insurance Benefit, or if the violation makes it difficult to determine the grounds for Insurance Benefit, the extent or amount of damage, or if compensation of damage cannot be paid in time, or if it contributes to the occurrence of the insured event, or leads to an increase in its effects, the Insurer is entitled to make a proportionate reduction in Insurance Benefit of up to 90% depending on the effect of the violation on the scope of the Insurer's obligations in respect of the claim.
  3. If an Insured Person breaches an obligation set out in this article or in the Insurance Contract and thereby increases the costs that the Insurer incurs in settling an insurance claim, the Insurer is entitled to reimbursement from them equal to the increase in costs.
  4. When making an insurance claim an Insured Person must:
    - a) cooperate effectively with the attending physician, the Insurer and their Partner to prevent any unjustified increase in the costs covered by Insurance Benefit,
    - b) give the attending physician permission to provide information on the Insured Person's state of health at the Insurer's request,
    - c) inform the Partner in writing or by telephone of any follow-up medical treatment required in the event of an Illness or Accident, either from the same doctor or a doctor in another specialisation/field; notice must be given before such treatment is provided,
    - d) if hospitalised, inform the Partner in writing or by telephone no later than 72 hours after hospitalisation
    - e) if found to have a disease classified as an Epidemic or Pandemic by the World Health Organisation, inform the Partner in writing or by phone no later than 24 hours after confirmation of the disease,
    - f) undergo a medical examination by a specialist if requested to do so by the Insurer in disputed cases,
    - g) give the attending physician permission:
      - to provide information to the Insurer's contract doctor,
      - to provide the Insurer or their Partner with the medical report (original) including the diagnosis, case history and method of treatment of the Insured Person as evidence justifying the necessity of treatment costs within the meaning of Article 1(l) of Part B of these Insurance Terms and Conditions,
    - h) submit the following documents (according to the type of costs incurred):
      - the completed form "Notification of claim",
      - a medical report confirmed by a doctor showing the diagnosis, case history and method of treatment of the Insured Person as evidence justifying the necessity of treatment costs within the meaning of Article 1(l) of Part B of these Insurance Terms and Conditions,
      - a doctor's certificate of prescription of medicine or a copy of the prescription if it is a necessary medical expense within the meaning of Article 1(l)(2)(a) of Part B of these Insurance Terms and Conditions,
      - a report confirmed by the attending physician indicating that the Insured Person was not given a medical instruction before starting their trip abroad instructing them not to travel abroad during the Period of Insurance. The Insured Person is obliged to submit such a report if, before the start of the Period of Insurance, they already had an illness or they suffered a Chronic Illness or Recurrent Illness (Article 3(l)(2)(d) of Part B of these Insurance Terms and Conditions) or their pregnancy was confirmed.
      - a receipt for payment for outpatient care including a list of the provided medical procedures if it is a necessary medical expense within the meaning of Article 1(l)(2)(a) of Part B of these Insurance Terms and Conditions,
      - a receipt for payment for prescribed medicine if it is a necessary medical expense within the meaning of Article 1(l)(2)(a) of Part B of these Insurance Terms and Conditions,
      - proof of payment of costs for a hospitalisation, or accommodation in a medical facility if a child under the age of 21 was hospitalised, including a list of provided medical procedures, if it is a necessary expense within the meaning of Article 1(l)(2)(b) of Part B of these Insurance Terms and Conditions,
      - proof of payment of transport costs if they are necessary medical expenses within the meaning of Article 1(l)(2)(b) of Part B of these Insurance Terms and Conditions,
      - proof of payment for expenses under Article 1(l)(4) and (5) of Part B of these Insurance Terms and Conditions,
      - other documents clearly proving the occurrence of the insured event, or other documents requested by the Insurer that are necessary for the settlement of the claim,
      - the dental card of the Insured Person from the attending dentist as evidence justifying the necessity of expenses within the meaning of Article 1(l)(5) of Part B of these Insurance Terms and Conditions.
      - proof of performance of a prescribed preventive inspection as evidence justifying the necessity of expenses within the meaning of Article 1(l)(5) of Part B of these Insurance Terms and Conditions,
      - a police report, if damage to health was caused by another person.
- Submission of the above documents is a prerequisite for payment of Insurance Benefit.  
The Insurer is entitled to require submission of the originals of the above documents.

### **Article 7 Obligations of the Insurer**

1. Information that the Insurer obtains concerning the state of health of the Insured Person can be used only for insurance purposes, except in the cases stipulated in applicable legislation.
2. The Insurer is obliged:
  - a) to discuss with the Insured Person the results of their investigation to determine the scope and amount of Insurance Benefit, or to notify them,
  - b) to allow the Insured Person to inspect documents obtained in the investigation of their claim; the Insured Person has the right to make copies or transcripts of these documents at their own expense,
  - c) not to disclose insurance-related information that they obtain during Accession to Insurance, during its administration or in settling an insurance claim; this does not apply in cases where they have a statutory information duty or where the Insured Person gives permission for the provision of the information.

### **Article 8 Special provisions**

1. Revenues of the Insurer and income of the Insured Person from insurance are subject to tax in accordance with the applicable legislation in force on the territory of the Slovak Republic. The Income Tax Act, as amended, specifies which insurance payments are exempt from income tax and other insurance-related tax arrangements.

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2. The Insured Person is not entitled to a share in any Premium surplus that the Insurer generates in managing the funds of Insured Persons and is not entitled to any payment of redemption value on termination of insurance under this Insurance Contract.
3. **Handling of complaints**  
A Policyholder, Client, Insured Person or Eligible Person may file a written complaint regarding the quality and correctness of the Insurer's services in writing, preferably by electronic means (by e-mail to [staznosti-up@union.sk](mailto:staznosti-up@union.sk) or via the contact form on [www.union.sk](http://www.union.sk)). The complainant will be informed of the results of the inquiry into their complaint by e-mail within 30 days from the date of receipt of the complaint. Where justified, the period for investigation and handling of the complaint can be extended, but not to more than 60 calendar days; the complainant must be informed in writing of the reason for the delay in resolution of the complaint. Further information on complaint handling procedures are given on the web page <https://www.union.sk/kontaktny-formular>. If the Policyholder, Client, Insured Person or Eligible Person is not satisfied with the Insurer's handling of their complaint or they do not receive a response within 30 days of filing, they may file a request for alternative dispute resolution with an ADR entity. The Slovak Insurance Association is an ADR entity ([www.poistovaciombudsman.sk](http://www.poistovaciombudsman.sk), email: [ombudsman@poistovaciombudsman.sk](mailto:ombudsman@poistovaciombudsman.sk)). A full list of ADR entities can be found on the website of the Ministry of Economy of the Slovak Republic [www.mhsr.sk](http://www.mhsr.sk).
4. No special conditions for withdrawal from the Insurance Contract are agreed.
5. Documents are delivered by electronic means to the address shown in the Insurance Contract or another address that the Policyholder, Insured Person or Client provides to the Insurer in writing. Other methods of delivery of documents may be agreed in the Insurance Contract.

## Part B INSURANCE OF MEDICAL EXPENSES INCURRED ABROAD A ASSISTANCE SERVICES ABROAD

### Article 1 Subject and scope of insurance

#### I. Insurance of medical expenses incurred abroad

1. The subject of insurance consists in necessary medical expenses as specified in points (2), (3), (4) and (5) hereunder resulting from the death, accident or Acute Illness of the Insured Person abroad if failure to provide immediate medical care could directly threaten the life or health of the Insured Person and if the expenses were billed to the Insured Person or for the Insured Person abroad ("necessary medical expenses").
2. The Insurer will reimburse necessary medical expenses within the meaning of (1) for:
  - a) outpatient treatment, including prescribed medicines and prescribed medical devices and medical supplies for the fixation of body parts or to support walking,
  - b) hospitalisation and medical treatment during hospitalisation, including prescribed medical devices and medical supplies for the fixation of body parts or to support walking, to the moment when the Insured Person can, with the agreement of the attending physician, be transported in accordance with sub-points (c) and (d) of this point. If a child under the age of 21 is hospitalised, the Insurer will pay the accommodation costs of one close person travelling together

er with the child in the medical facility where the child is hospitalised, at most until the end of hospitalisation of the insured child.

- c) transport of the Insured Person to the nearest medical facility or transport of the Insured Person from a medical facility back to their accommodation if it is medically necessary or if it is not possible to use the local public transport.
  - d) repatriation of the Insured Person to their Home Country if the Insured Person is unable to use their originally intended means of transport for medical reasons. The Insurer reserves the right to decide on the transportation method and the means of transport to be used based on agreement with the attending physician. If the Insured Person is a person with permanent residence outside the European Union or the European Free Trade Association, or if the Insured Person has public health insurance outside the European Union or the European Free Trade Association, the Insurer will cover the cost of the Insured Person's transport to their country of permanent residence or the country where they have public health insurance only up to the cost of transport to the Slovak Republic by the means recommended by the attending physician. In this case, neither the Insurer nor their Partner is obliged to make organisational arrangements for transport.
  - e) accommodation and half-board meals for the Insured Person abroad if their hospitalisation is no longer a medical necessity, but it is still not possible for the Insured Person to continue their trip as originally planned or they are not capable of transport under sub-point (d) of this point. The Insurer reserves the right to decide in advance on a suitable accommodation provider. The Insurer will cover these costs until the moment when the Insured Person is capable of transport under sub-point (d) of this point with the agreement of the attending physician.  
The Insurer will cover costs under this point up to the sum insured and specified in the insurance contract.
3. In the event of the death of an Insured Person during a trip or a stay abroad, the Insurer will also pay for the transport of the Insured Person's remains to their place of burial in their Home Country. Transport costs for bodily remains include all direct costs associated with such transport and costs for an autopsy of the Insured Person if an autopsy is required under applicable legislation of the state concerned. If the Insured Person is a person with permanent residence outside the European Union or the European Free Trade Association, or if the Insured Person has public health insurance outside the European Union or the European Free Trade Association, the Insurer will cover the cost of transport of the Insured Person's bodily remains to their place of burial in their country of permanent residence or the country where they have public health insurance only up to the cost of such transport to the Slovak Republic. In this case, neither the Insurer nor their Partner is obliged to make organisational arrangements for transport. The Insurer will cover costs under this point up to the sum insured and specified in the insurance contract.
  4. The Insurer will cover necessary expenses for the purchase or repair of prescription glasses and other orthopaedic and prosthetic devices but only in cases where the optical spectacles and other orthopaedic and prosthetic devices were damaged or destroyed in an accident that demonstrably required outpatient medical treatment or hospitalisation of the Insured Person. The Insurer will cover costs under this point up to the sum insured and specified in the insurance contract.

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5. The Insurer will cover expenses for outpatient dental treatment but only insofar as such treatment is necessary and/or urgent to relieve pain and provided that the reason for treatment is not neglect or a failure to complete dental treatment before travelling abroad; neglect of treatment includes failure to attend a prescribed preventive check-up. The sum insured for one claim is specified in the Insurance Contract and one claim is considered to be the urgent treatment of one tooth. The sum insured for all claims during the period of insurance is specified in the Insurance Contract
6. If agreed in the Insurance Contract, the Insurer will cover:
  - a) for one close person of the Insured Person, if the the Insured Person is hospitalised abroad for more than 5 consecutive days as a result of an Acute Illness or Accident and their state of health does not permit repatriation to their Home Country:
    - travel costs to the place of hospitalisation of the Insured Person abroad and travel back from the place of hospitalisation of the Insured Person to their Home Country; the total sum insured for travel abroad and back is specified in the Insurance Contract,
    - accommodation costs for accommodation at the place of hospitalisation of the Insured Person abroad for up to 10 nights; the sum insured for one claim is specified in the Insurance Contract. The maximum sum insured for one night is specified in the Insurance Contract.
  - b) for one close person of an Insured Person under the age of 21 (child) if the insured child is hospitalised abroad as a result of an Acute Illness or Accident and their hospitalisation continues after the intended end of their stay abroad or if their state of health does not permit repatriation to their Home Country:
    - travel costs for one close person to the place of hospitalisation of the Insured Person under the age of 21 (child); the sum insured for one claim is specified in the Insurance Contract,
    - travel costs for repatriation of the Insured Person under the age of 21 and one close person to their Home Country; the sum insured for one person and the sum insured for both persons together under one claim are specified in the Insurance Contract,
    - accommodation costs for one close person of an Insured Person under the age of 21 (child) at the place of hospitalisation of the Insured Person under the age of 21 (child) abroad for up to 10 nights; the sum insured for one claim is specified in the Insurance Contract. The maximum sum insured for one night is specified in the Insurance Contract.
7. Insurance covers Ordinary Activity and the following sport and leisure activities carried out in the Insured Person's leisure time for recreation, fun or relaxation:  
aerobics; aqua aerobics; basketball; badminton; running; cross-country skiing on marked routes; billiards; bowling; curling; cycling, bicycle tours; rowing boats; electric scooter; e-sports; floorball; frisbee; football; golf; mountain biking on marked cycle paths (no fast downhill); inline skating; on-piste skibobbing; riding on an elephant, camel or other animal; tobogganing; riding on a water banana; paddle boating; skateboarding, pennyboarding (outside designated specialised parks); yoga; card games and board games; ninepin bowling; scooter riding (no engine); ice skating; rope trails in a rope park for children; on-piste skiing; petanque; swimming; angling from the bank; sledding and bobsledding; on-piste snowboarding; spinning; squash; table football; table hockey; table tennis; surfing; chess; darts; snorkelling; sports modelling; dance; tennis; hiking on marked trails without the need for climbing

equipment (rope, seat harness, chest harness, helmet, carabiner, clamp, etc.) or artificial securing devices, regardless of altitude; volleyball; windsurfing.

8. The Insurance does not cover any sports or leisure activities that the Insured Person engages in on a professional or amateur basis involving preparation for a competition or participation in a competition. The Insurer may refuse to pay Insurance Benefit if the claim relates to an event occurring during performance of a sports or leisure activity within an organised event that exhibits signs of competition between individuals or teams.
9. Insurance does not cover the performance of Manual Work.

## II. Assistance services abroad

1. The Insured Person has the right to receive immediate assistance by telephone if they find themselves in a difficult situation abroad as a result of an Accident, Acute Illness or they experience an emergency.
2. The Insured Person has the right to receive immediate assistance if they find themselves in a difficult situation abroad as a result of an insured event under Sub-part I of this Article (Insurance of medical expenses incurred abroad). In such a case the Insured Person has the right to the following assistance services:
  - If required by the state of health of the Insured Person:
    - a) information for the insured person on the medical facility that they should contact,
    - b) arrangements for treatment of the Insured Person by a doctor,
    - c) information for the medical facility on the method of payment of expenses for the provision of health care.
  - If the state of health of the Insured Person requires hospitalisation:
    - a) selection of a medical facility providing care appropriate to the state of health of the Insured Person,
    - b) arrangements for transport of the Insured Person to the chosen medical facility,
    - c) regular information on the state of health of the Insured Person and monitoring of the method and administration of treatment by the Partner,
    - d) arrangements for transport of the Insured Person to a more suitable medical facility if the original medical facility is unsuitable due to the state of health of the Insured Person,
    - e) arrangement for the repatriation of the Insured Person to their Home Country if the Insured Person is unable to use the originally planned means of transport for medical reasons. If the Insured Person has their permanent residence outside the European Union or the European Free Trade Association, or if the Insured Person has public health insurance outside the European Union or the European Free Trade Association, neither the Insurer nor their Partner is obliged to make arrangements for transport.
    - f) information for the medical facility on the method of payment of expenses for the provision of health care.
  - On the death of the Insured Person:
    - a) make arrangements for the transport of the Insured Person's remains to their place of burial in their Home Country. If the Insured Person has their permanent residence outside the European Union or the European Free Trade Association, neither the Insurer nor their Partner is obliged to make arrangements for transport.

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3. The Insurer shall provide assistance services (Insurance Benefit) based on a spoken or written request of the Insured person.
  4. The Insurer undertakes to cover costs for services provided to the Insured Person when the Insured Person obtains assistance services through the Partner.
2. The Insurer also excludes coverage of any expenses of the Insured Person for contacting the Insurer or the Insurer's assistance service.
  3. The Insurer provides no Insurance Benefit for:
    - a) treatment procedures not provided by medical facilities, medical professionals or a doctor,
    - b) preventive examinations, vaccination, check-ups and medical procedures that are not necessary to determine the diagnosis, above-standard health care,
    - c) treatment that is not scientifically or medically recognised,
    - d) purchase of medicines not prescribed by the attending physician,
    - e) purchase of medicines for the treatment of illnesses with which the Insured Person was diagnosed before the start of the trip abroad and medicines that the Insured Person began using before the trip abroad,
    - f) purchase of nutritional supplements including vitamin and probiotic preparations, dietetic foods for special medical purposes and cosmetic products, even if prescribed by an attending physician,
    - g) hormone therapy, the prescription of contraceptives and their purchase, treatment for infertility and sterility, artificial insemination,
    - h) transport of the Insured Person under Article 1(I)(2)(d) and (3) of this part of the Insurance Terms and Conditions without the prior consent of the Insurer or their Partner,
    - i) chiropractic treatments, acupuncture, acupressure, homoeopathy or any other type of alternative treatment,
    - j) rehabilitation, physiotherapy, massages, spa treatment, rehabilitation stays, stays in a sanatorium or health resort.

## **Article 2 Insured event**

1. An insured event means the death of an Insured Person or the occurrence of a change in the state of health of an Insured Person as a result of the occurrence an Accident or Acute Illness abroad during the period of insurance and which requires urgent outpatient medical treatment, hospitalisation, the transport of the Insured Person or the transport of their bodily remains, as a result of which there is an obligation to pay necessary medical expenses under Article 1(I)(2) and (3) and expenses under Article 1(I)(4) and (5) of these Insurance Terms and Conditions. The death of the Insured Person or the change in the Insured Person's state of health must be confirmed by a doctor.
2. Expenses under Article 1(I)(6)(a) of these Insurance Terms and Conditions are covered only when the Insured Person is hospitalised for at least 5 consecutive days.
3. Expenses under Article 1(I)(6)(b) of these Insurance Terms and Conditions are covered only when the hospitalisation or Acute Illness of the Insured Person under the age of 21 that is preventing their return or transport to their Home Country continues beyond the expected end of their stay abroad.

## **Article 3 Exclusions from insurance**

1. The insurance does not cover the following cases:
    - a) claims relating to an event that could have been foreseen, expected or was already known at the moment of Accession to Insurance,
    - b) claims relating to an event that occurred in connection with a violation of security regulations or measures and instructions of local authorities, police officers or members of the armed forces for people's safety in the country concerned,
    - c) claims relating to an event that occurred due to the Insured Person's deliberate participation any insurrections, strikes, civil unrest, acts of terrorism or as a result of violation of the rules of martial law, or as a result of armed conflict,
    - d) claims relating to events in which the Insured Person failed to comply with safety regulations or was not using appropriate sports equipment at the time of the event (e.g., a helmet for riding a bike, skiing or snowboarding, a helmet and life jacket for water sports), or did not have the proper authorisation (e.g., a driving licence for driving a motor vehicle, diver certification for recreational diving),
    - e) claims relating to an event that occurred in connection with the Insured Person's violation of the law of the country where the event occurred,
    - f) claims relating to a disease classified by the World Health Organisation as an Epidemic / Pandemic, or cases where such a disease is suspected, unless the Client opted for insurance under the names "daily variant - PANDEMIC" or "annual variant - PANDEMIC" at Accession to Insurance.
- a) withdrawal symptoms for an addiction to alcohol, drugs or other narcotic or psychotropic substances, or medicines that were not medically prescribed to the Insured Person,
  - b) deliberate non-compliance with the recommendations of an attending physician, failure to use or incorrect use of medicines medically prescribed to the Insured Person,
  - c) driving a motor vehicle without a driving license,
  - d) illnesses or health complications existing at the time of conclusion of insurance, Chronic or Recurrent Illnesses, other than costs related to the provision of necessary and/or urgent treatment and procedures necessary to avert an immediate threat to the life or health of the Insured Person,
  - e) mental disorders, mental illnesses, psychological examinations, psychotherapy including treatment of insomnia, depression and psychosis,
  - f) pregnancy complications occurring after the 26th week of pregnancy, including childbirth,
  - g) abortion, unless medically indicated:
    - for health reasons until the end of the 12th week of pregnancy,
    - for genetic reasons until the end of the 24th week of pregnancy,
    - because of a threat to the life of the mother, regardless of the duration of the pregnancy,
  - h) sexually transmitted diseases,
  - i) aesthetic and plastic surgery, cosmetic procedures,

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- j) failure to undergo compulsory vaccination before travelling abroad,
  - k) self-harm, attempted suicide or suicide,
  - l) effects of nuclear energy or radioactive materials,
  - m) handling firearms or explosives by the Insured Person,
  - n) participation in sports or leisure activities other than those listed in Article 1(7) hereof,
  - o) performance of Manual Work.
5. The Insurer will not reimburse necessary medical expenses within the meaning of Article 1(I)(2) and (3) or expenses under Article 1(I) (4) and (5) of this part of the Insurance Terms and Conditions (resulting from the death, Accident or Illness of an Insured Person) if the death, Accident or Illness occurred while the Insured Person was under the influence of:
    - a) drugs, narcotics or psychotropic substances,
    - b) medicines not medically prescribed for the Insured Person,
    - c) alcohol, if the death or Accident occurred during the performance of work activities on a business trip abroad,
    - d) alcohol, if the Insured Person's death or Accident occurred in a traffic accident while the Insured Person was driving or riding a bicycle, or if it occurred while the Insured Person had control of a boat.
  6. Furthermore, the Insurer will not reimburse necessary medical expenses within the meaning of Article 1(I)(2) and (3) or expenses under Article 1(I)(4) and (5) of this part of the Insurance Terms and Conditions (resulting from the death, Accident or Illness of an Insured Person) if the death, Accident or Illness occurred while the Insured Person had a breath alcohol content greater than 0.24 mg/l, an ethanol level in blood greater than 0.5 per mille, or an alcohol level determined by a means other than a breath test exceeding the equivalent of the above values.
  7. The Insurer will not reimburse any expenses incurred after the unreasonable refusal of the Insured Person's repatriation or refusal of the method for their repatriation to their Home Country if such transport has been approved by the attending physician abroad.
2. The Insurer or their Partner will pay Insurance Benefit to the Eligible Person after submission of the documents specified in Article 6(4) (h) of Part A of the Insurance Terms and Conditions.
  3. The Insurer pays Insurance Benefit in the currency valid in the territory of the payee's registered office.
  4. If necessary, expenses have been paid by the Eligible Person, the Insurer will pay Insurance Benefit in the currency valid in the territory of the Slovak Republic at the cash exchange rate based on the exchange rate list of the European Central Bank valid on the day of the insured event.
  5. If a right to Insurance Benefit has arisen, the Insurer must pay it within 15 days after completing the investigation necessary to determine the extent of the Insurer's liability.
  6. If the investigation cannot be completed within 1 month from the notification of the claim, the Insurer must pay the primary insured person a reasonable advance payment at their written request.
  7. The Insurer will not pay Insurance Benefit or make any other payment to an Insured Person or an Eligible Person if to do so would expose the Insurer to the risk of fines, penalties, restrictions or prohibitions under:
    - a) European Union trade or economic sanctions,
    - b) applicable EU law or regulations,
    - c) United Nations resolutions,
    - d) applicable legislation of the Slovak Republic.

### **Part C FINAL PROVISIONS**

1. The Insurance Contract is governed by Slovak law and any disputes connected with the insurance relationships between an Insured Person and the Insurer will be under the jurisdiction of the competent courts of the Slovak Republic.
2. If legislation or technical standards referred to in these Insurance Terms and Conditions are amended or replaced, the provisions referring to such legislation or technical standards will not cease to be valid and the legislation or technical standards referred to herein will automatically be replaced by the amended or new legislation and technical standards.
3. Claims of an Insured Person or Eligible Person arising from insurance under these Insurance Terms and Conditions cannot be transferred or pledged without the express agreement of the Insurer.
4. These Insurance Terms and Conditions enter into force on 1/4/2021.

#### **Article 4 Sum insured**

1. The sum insured is the sum constituting the upper limit of Insurance Benefit per claim.
2. If one insured event results in various types of expenses under Article 1(I)(1), (2), (3), (4), (5) or (6) of this part of the Insurance Terms and Conditions, the sum insured is the upper limit of Insurance Benefit for all the incurred expenses in total.

#### **Article 5 Insurance benefit**

1. Insurance Benefit may be paid to the following Eligible Persons: the Insured Person, a health care provider or another person that demonstrably incurs expenses under Article 1 of this part of the Insurance Terms and Conditions.

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