

ERV Boat Boat Rental Cancellation Insurance

Pre-contract information, insurance terms and conditions



Cancellation insurance
also for COVID-19 incl.
personal quarantine

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

What information you will find in this document

Table of insurance coverage limits	2	What terms we use	5
Before you buy insurance.....	3	Frequently asked questions	6
What is boat rental cancellation insurance.....	3	What the insurance does not cover	6
Na co se pojištění nevztahuje (výluky)	3	What specific types of insurance cover	7
How much the insurance costs and how long it applies for.....	3	I. Trip cancellation	7
How the insurance expires.....	3	J. Travel disruption	7
Where and how you can file complaints	3	What general rules of insurance apply.....	8
Who we are and what we do.....	4	How we process personal data	10
What principles we follow	4		
Consult with us the reasons for cancellation.....	4		
What you have to do in the event of a claim.....	4		
Make it easy for yourself to report a claim.....	4		

ERV Boat

Table of Insurance Coverage Limits

Cancellation Insurance for Travellers	
The maximum price of services we insure	CZK 300 000 ¹⁾
What problems of travellers (incl. captain) are covered?	deductible
Hospitalization	0%
Death	0%
Traveller is bedridden (medical certificate)	20%
Traveller is COVID-19 positive 	20%
Personal preventive quarantine	20%
What about other verifiable reasons?	deductible
Other reasons of traveller incl. those related to COVID-19 	20%
Health problems of persons who were not supposed to travel	20%
Other reasons of persons who were not supposed to travel	20%
Cancellation of boat captain from claimable reasons	20%
Substitute Boat Captain Insurance	
Maximum limit for substitute boat captain costs	EUR 1 000
Substitute boat captain	deductible 0%

Explanatory notes:

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

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

Before you buy insurance

(pre-contract information)

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

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

What is boat rental cancellation insurance ERV Boat

Cancellation insurance is intended to cover cases in which you suddenly have to cancel your individual trip or rental of the boat itself.

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

The cancellation insurance enables travellers (including boat captain) to cancel their trip due to serious medical reasons, incl. when they become ill with COVID-19, they are ordered into personal preventive quarantine (due to contact with a COVID-19 positive person) or they fail to meet the health conditions for travel from their homeland (airport check, boarding a means of transport, crossing a national border, etc.). The insurance also covers other serious verifiable reasons.

The insurance additionally applies to situations where it is possible to cancel the rental of the boat itself due to the cancellation of the boat captain.

In case the boat captain is forced to cancel their trip, always consult with us the reasons for the cancellation in advance. Together, we can prevent situations where the reasons would not be claimable in accordance with the insurance conditions and we would not be able to provide insurance benefits for the cancellation of the boat rental.

You can arrange it within 3 working days after payment for or order of the first travel service (for example boat rental). If you pay or order your travel service (for example boat rental) less than 15 days before the departure, you have to negotiate the trip cancellation insurance on the day of payment or ordering.

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

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

What the insurance does not cover (exclusions)

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

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

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

How much the insurance costs and how long it applies for

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

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

Travel cancellation insurance is established once the premium and the price of the travel service are paid and it continues to apply until you start to use your travel service(s) or cross the Czech border.

Before taking out the insurance and starting your trip, please, read our current statement regarding the situation abroad available on our website. Also, thoroughly monitor all the recommendations of the Ministry of Foreign Affairs (MFA) of the Czech Republic (or other state authority bodies) related to travel and its possible restrictions. Up-to-date information valid just before your departure may immediately affect the validity of your insurance.

How the insurance is linked to other products

We offer the insurance under the same conditions separately or as a supplement to another product or service (for example boat rental). However, you can always buy a product or service without insurance.

How the insurance expires

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

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

Where and how you can file complaints

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

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

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

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

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

Who we are and what we do

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

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

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

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

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

The principles we follow

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

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

We observe the Code of Conduct of the Czech Insurance Association, the Code of Conduct of the Financial Market (www.cap.cz), and the internal rules of the ERGO Group.

Consult with us the reasons for cancellation

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

What will we need to know from you?

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

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

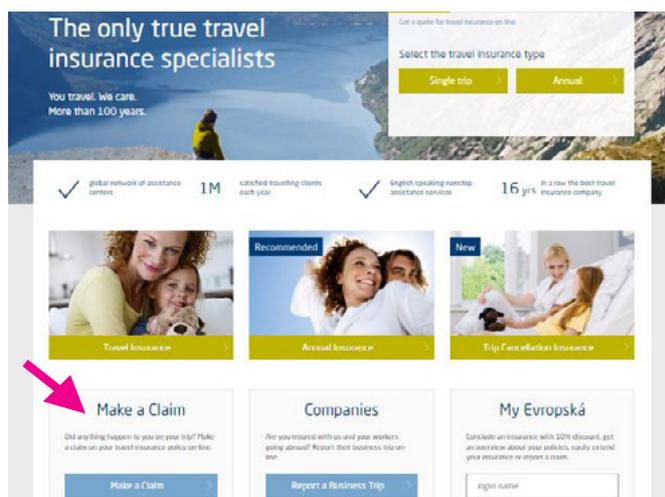
What you should do in the event of a claim

When cancelling a trip:

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

Make it easy for yourself to report a claim

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



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

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

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

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

What terms we use

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

Boat captain is a person in charge of the boat control having all relevant authorizations.

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

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

Compensation table is a list of physical harm scenarios caused by an injury, on the basis of which we determine the amount of permanent disablement benefits. The table is available at our website.

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

Deductible denotes an amount you contribute to each claim settled.

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

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

Europe means all European countries (incl. the European part of Russia and the Caucasus), the Canary Islands, Madeira, the Azores and the Mediterranean coast countries.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Valuables refer to antiquities, jewellery, furs, precious stones and items containing gold or platinum.

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

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

Frequently asked questions

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

Does my insurance cover COVID-19?

Yes, the cancellation insurance enables trip cancellation if you become sick with COVID-19 or you are ordered into personal preventive quarantine or you fail to meet the health conditions for travel from your homeland (airport check, boarding a means of transport, crossing a national border, etc.).

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

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

What does "deductible" mean?

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

What is the purpose of cancellation insurance?

The cancellation insurance provides coverage in case you need to suddenly cancel a boat rental. The reasons may include, for example, your serious acute illness or injury that requires hospitalisation, death of your closest relative or extensive damage to your residence. The amount of deductible that you contribute to each claim is stated in the table of insurance coverage limits, as well as in the text of the insurance terms and conditions.

How can I buy cancellation insurance?

You can take out the insurance within 3 working days after the purchase or ordering of the travel service (for example boat rental). However, when you pay for or order the travel service less than 15 days prior to the departure date, the cancellation insurance must be taken out on the day of payment or ordering.

How long am I covered by cancellation insurance?

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

Does my insurance cover business trips?

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

What the insurance does not cover (general exclusions)

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

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

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

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

You can arrange the insurance within 3 working days after payment for or order of the first travel service (for travels with departure up to 15 days, on the day of payment for or order of the travel service.

I. Trip cancellation

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

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

Cancel your trip as soon as it becomes clear that you will not be able to travel.

When reporting the claim to us, submit documents attesting to the reasons for cancelling your trip, such as medical report, death certificate, confirmation of ordered personal quarantine or non-admission to the means of transport or country. At the same time, be able to provide any other documents we may request from you (such as the cancellation invoice or boat driving licence).

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

If you cancel your trip to an area we regard as a risk zone, or where political, sanitary, or other conditions can cause travel concerns, we can reduce the insurance claim settlement by half.

I.1 Cancellation fees (loss)

1. If you cannot undertake the trip, we will cover the cancellation fees you will be liable to in relation to the provider of any travel services you have already paid for.
2. You can **cancel the entire boat rental** if any of the following situations occurs to the boat captain
 - 2.1 hospitalisation or confinement to bed following a decision of the attending physician,
 - 2.2 death,
 - 2.3 hospitalisation due to pregnancy or the onset of a high-risk pregnancy up to two months before expected delivery,
 - 2.4 rape,
 - 2.5 COVID-19 disease,
 - 2.6 the captain is ordered, through no fault of their own, a personal preventive quarantine by the relevant administrative body or a physician (due to contact with an infected person), which ends no earlier than on the day of planned departure,
 - 2.7 the captain fails, unexpectedly and through no fault of their own, to meet the health conditions for travel (check-up at the airport, boarding a means of transport, crossing a national border etc.) at the time of departure in connection with COVID-19,
 - 2.8 death of the closest relative, siblings or grandparents, or of the closest relative of their family member who was not supposed to participate in the same trip, less than 30 days before departure,

- 2.9 extensive damage to their residence that occurs less than 30 days before departure if their presence at the site during the period of the scheduled cruise is demonstrably necessary.
3. The reasons of the trip cancellation of the traveller or the boat captain **without an option to cancel the entire boat rental** are deemed to be all the reasons specified in point 2 plus:
 - 3.1 other serious verifiable reasons of you or your co-traveller,
 - 3.2 health problems of persons who were not supposed to travel with you,
 - 3.3 other verifiable serious reasons of persons who were not supposed to travel with you.
4. You can cancel your trip due to COVID-19 only if you or a co-traveller suffer(s) from health problems.
5. The serious verifiable reasons must arise without fault of the persons concerned less than 30 days before departure.
6. We will also cover the cancellation fees for the above reasons for co-travelling grandparents so that they do not have to travel without you.
7. The insurance does not cover a situation where the service of the boat captain is ensured by the boat rental agency or broker.
8. In the event of a claim, the boat captain needs to submit the relevant boat driving licence.
9. Your deductible from each claim settlement is
 - 9.1 0% in the case of hospitalization or death,
 - 9.2 20% in any connection with COVID-19 and for all other reasons,
 - 9.3 20% for all travellers (with the exception of the boat captain) in the event that the entire boat rental is cancelled according to point 2.
10. We will pay the cancellation fees of a co-traveller who is not an immediate relative only if that traveller would have to travel alone.

J. Travel disruption

It may happen that the boat captain will not be able to participate in your cruise and you will not want to cancel the entire boat rental.

In this case you may need an insurance that will cover your costs for a substitute boat captain without necessity to cancel entire boat rental.

J.1 Substitute boat captain (loss)

1. If the boat captain cannot participate the cruise for the reasons specified in point 2 of section I.1 and you will not want to cancel the entire boat rental, we will pay you the costs for a substitute boat captain up to EUR 1,000.
2. The substitute boat captain may be any person you choose who has the appropriate boat driving licence.
 3. In the event of a claim, you need to present
 - 3.1 the reason of the trip cancellation by the original captain according to point 2 of section I.1,
 - 3.2 the boat driving licence of the original captain,
 - 3.3 and the invoice for the services provided by the substitute captain, or bills of efficiently incurred costs for the substitute boat captain, if the boat driving is not provided as a professional service,
 - 3.4 the boat driving licence of the substitute captain.

What the insurance does not cover

1. We are not obliged to pay if
 - 1.1 you, your travel agent or other travel service supplier change your travel itinerary or your plans, which includes changes in the tour/travel service reservation,
 - 1.2 the travel agent or other travel service supplier cancels your trip,
 - 1.3 you cancel the trip before the travel agent does if it is clear the travel agent would cancel the tour anyway,
 - 1.4 you are not granted a leave of absence,
 - 1.5 you are excluded from transport, you are not cleared, etc. (excepting the point 5.4 of this section),
 - 1.6 an important but substitutable person (driver, boat captain, guide, etc.) cannot participate in your trip,
 - 1.7 a co-traveller, who is not a member of your family, cannot participate in your trip,
 - 1.8 you do not want to travel to a destination that is not directly threatened by extraordinary circumstances, or these circumstances have no significant impact on the provision of travel services,

- 1.9 there are adverse weather conditions in the destination.
- 1.10 the boat captain's service is ensured by the boat rental agency or broker as part of the boat reservation,
- 1.11 The captain will not submit the boat driving licence.
2. Other factors we do not consider as eligible reasons for cancelling a trip include
 - 2.1 acute illness or injury which, at the time of the arrangement of the insurance, was being treated or for which examinations required to establish a diagnosis or the treatment method were being conducted,
 - 2.2 your chronic illness,
 - 2.3 an injury you suffer while consciously violating the legal regulations and/or recommendations,
 - 2.4 planned surgeries and examinations.
3. The cancellation fees do not include costs that will only be incurred by the service provider as a result of your departure, e.g. insurance, optional excursions, airport taxes.
4. The attending physician must not be you or a member of your family.

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

This section lays down further general rules governing our policies.

1. What is boat rental cancellation insurance

- 1.1 Trip cancellation insurance provides you with insurance coverage when you have to cancel your individual trip or rental of the boat itself for serious reasons. However, it does not apply to travel concerns.

2. How an insurance contract is formed

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

3. How we determine the premium

- 3.1 For trip cancellation insurance, the premium is determined according to the price of the services in relation to which the insurance is being arranged.
- 3.2 We set the insurance premium for the entire duration of the insurance (one-off premium), and the amount and due date thereof are stipulated in the insurance contract.

- 3.3 Regardless the reason or manner of insurance termination one-off premium always belongs to the insurer in full.

4. Who can be insured

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

5. When the insurance commences

- 5.1 The cancellation insurance is established once the premium and the price of the travel service are paid and it continues to apply until you start to use your travel service(s) or cross the Czech border.
- 5.2 The insurance contract indicates the start and the end of the duration of the contract.
- 5.3 The validity of your insurance may be affected based on our statement or recommendations of the Ministry of Foreign Affairs of the Czech Republic (or other state authority bodies) related to travel and its possible restrictions.

6. How the insurance expires

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

- 6.7 By a notice of termination you will serve within 2 months of establishing that we have violated the equal treatment principles. We will terminate the policy within 8 days of receiving the notice.

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

7. What are the factors affecting claim settlements

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

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

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

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

- 9.1 Do your best to avert or mitigate the extent of imminent damage.
- 9.2 Let us know as soon as possible that you have incurred damage and provide complete, true and undistorted data on the damage.
- 9.3 Fill in all data in the claim report properly, enclose original documents and describe the circumstances of the damage the best you can.
- 9.4 Provide evidence that the damage occurred during the insurance term.
- 9.5 If you have arranged any other travel insurance, tell us the name of the other insurance company.

- 9.6 Make sure that we can apply our claim to damages with a third party.
- 9.7 In the event of harm to your health, grant your consent to us reviewing your medical records, or submit to a medical examination conducted by our physician.
- 9.8 If a police report is necessary to prove the damage, immediately report the damage to the local police.

10. How long we investigate a claim

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

11. Where and how you can file complaints

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

12. What is marketing consent

- 12.1 By entering into an insurance contract, you agree to the processing of any personal data provided for the purpose of sending our commercial communications and offers.
- 12.2 If you do not agree to this, please notify us by email or letter.

13. How we modify the insurance terms and conditions

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

How we process personal data

GDPR

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

Who is the administrator of your personal data

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

You can contact us using the method you prefer:

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

Where and how you can ask

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

You can contact him:

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

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

What types of personal data do we process

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

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



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

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

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

What are the purposes of personal data processing

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

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

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

How we store personal data

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

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

What if you refuse to provide personal data

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

For how long do we process personal data

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

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

With whom do we share your personal data

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

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

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

What are automated decisions

Automated decisions/profiling occur in particular when arranging an insurance policy via our on-line system, which is intended to make



the selection and purchase of the best insurance coverage more pleasant and faster.

All automated decisions are based on predefined rules, particularly based on insurance and mathematical calculations.

What are your rights

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

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

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

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

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

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

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

<https://www.ervpojistovna.cz/en/information-about-the-website>



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



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



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

ERV Evropská pojišťovna, a. s.

Křižíkova 237/36a

186 00 Praha 8

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www.ERVpojistovna.cz/en