Insurance Terms and Conditions for Foreigners' Health Insurance

for Necessary and Urgent Care ITC FHINU SK dated 1 September 2014

Article 1. General Provisions

1. Foreigners' health insurance for necessary and urgent care shall be governed by Act No. 40/1964 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), and the provisions of the insurance contract, of which these Insurance Terms and Conditions for Foreigners' Health Insurance for Necessary and Urgent Care, of 1 August 2014 (hereinafter the ITC FHINU SK) are an integral part. Insurance shall be governed by the laws of the Slovak Republic.
2. The insurer means INTER PARTNER ASSISTANCE, S.A., a member of the AXA group, registered office at Avenue Louise 166, 1050, Brussels, Belgium, entered in the commercial register administered by Greffe de Tribunal de commerce de Bruxelles under registration number 0415591055, engaged in the insurance business on the basis of the free provision of services, supervised by the National Bank of Belgium, Boulevard de Berlaimont 14, 1000 Brussels, Belgium (hereinafter the Insurer).

Article 2. Definition of Terms

Acute illness is a sudden disorder in the insured party's health, which occurs within the insurance term and the nature of which directly threatens the life or health of the insured party independently of his will and requires urgent and necessary treatment. Acute illness does not refer to a health disorder, the treatment of which started before the start of the insurance term or if the health disorder appeared before the start of insurance, even though it was not medically examined or treated. Furthermore, acute illness does not refer to a health disorder in the insured party, when medical care is appropriate and purposeful, but may be delayed and may be provided after the insured party returns to his own country, in which the insured party has permitted residence.

Assistance service is a legal entity that in the name and in representation of the insurer provides the insured party or authorised person with insurance indemnification and related assistance services. The assistance service represents the insurer during the application, investigation and liquidation of insurance claims. The assistance service or representative authorised by the insurer have the right to act on behalf of the insurer in all insurance claims defined by these ITC FHINU SK. Address of the insurance service: AXA Assistance CZ, s.r.o., Hvězdova 1689/2a, 140 62, Prague 4 – Pankrác, Czech Republic.

Foreign national is a natural person that is not a state citizen of the country to which he travels and for which he arranges this insurance.

Arbitrary event is an occurrence which may justly be expected to occur throughout the insurance term, but it is not known at the time of concluding the insurance whether and when it will occur.

Dangerous and high-risk sports and activities are activities, the dangerous nature of which substantially exceeds the standard risk during sports, such as bungee jumping, jumping with skis, parachutes, motor-powered and motor-free flying of any kind, mountaineering of any kind, waterskiing, river navigation of any kind and diving of any kind, alpine skiing, skiing and snowboarding off piste or outside of the stipulating operating hours on piste, acrobatic skiing, bobsled and skibob riding, snow rafting, motor sports of all kinds, motor sports on snow, ice and water, canyoning and speleology, stunt performance, martial arts, downhill mountain biking, horseback riding, skateboarding, skeleton riding, inline skating and activities aimed at overcoming sports records and other extreme and adrenaline sports. The insurer assesses the dangerousness of sports and activities.

Authorised person is the person who is entitled to insurance indemnification in consequence of the insurance claim.

Insured party's relative is a person defined in Sec. 116 of the Civil Code, i.e., a relative in direct lineage, sibling, spouse; other persons in a family or similar relationship refer to persons who are mutually close, so that if one of them suffered harm the other would justly feel this to be harm to his own person. Relatives shall be deemed to include in-laws and persons who permanently cohabit.

Insured party is the natural personal nominally or otherwise clearly identified when the insurance was concluded, to whose health the insurance applies, and whose rights and justified interests are the subject of insurance.

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

Insurance term is the period for which insurance is concluded.

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

Insurance indemnification is the fulfilment which the insurer is obliged to provide in the case of an insurance claim; the insurer will provide it in accordance with the content of the insurance terms and/or contractual provisions on insurance.

Insurer is a legal entity authorised to perform insurance activities according to Act No. 277/2009 Coll. on Insurance, as amended.

Policyholder is the party that concluded the insurance contract with the insurer.

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

Schengen Area is the territory of most European countries (parties to the Schengen Agreement) in which persons can cross the borders of the contractual countries at any point without having to go through border control. For the purpose of this insurance, only those areas of the Schengen Agreement which are located in the geographic territory of Europe shall be considered to constitute the Schengen Area.

Contractual countries are general European Union states, but also some EU non-member states. The Schengen Area also includes some overseas territories of member states.

Damage claim is an occurrence from which damage arose and which may be a reason giving rise to the right to insurance indemnification.

Terrorist act is the use of force or violence or the threat of force or violence from any person or group of persons or in favour of somebody or in cooperation with any organisation or government, which is committed for political, religious, ideological or ethnic reasons or purposes, which causes harm to human lives, tangible and intangible property or infrastructure, including the intent to influence any government, intimidate the population or part of the population.

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

Public organised sports contest (hereinafter a contest) is a contest organised by any approved physical education or other organisation, sports or other club, as well as any preparation of this activity or previously organised expedition with the aim of attaining special sports results.

Grave illness is an illness that could threaten public health or an illness or disability that could serious threaten public order.

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

1. An insurance contract, the subject of which is insurance, is concluded with the payment of premiums in the amount stipulated in the draft insurance contract.
2. In order for an insurance contract to be concluded, a draft insurance contract must be accepted by means of the payment of premiums within 30 days of the applicant receiving the draft insurance contract. Should the policyholder fail to pay premiums by the deadline set out in the previous sentence, the draft insurance contract shall cease to apply.
3. The insurer shall set the insurance conditions in line with the scope of insurance, risk assessment, indemnification limit, and any other facts decisive for its amount. Premiums shall be paid in a lump sum, their amount shall be set out in the insurance contract, and they shall be payable in euros.
4. Payment of premiums shall mean:
   a) The time premiums were credited to the account of the insurer's payment service provider, if the policyholder pays premiums to the insurer;
   b) The time premiums were credited to the account of the payment service provider of the insurer's representative, if the policyholder pays premiums to the insurer's representative;
   c) The provision of cash to the insurer, if the policyholder pays premiums in cash directly to the insurer or an employee authorised by it;
   d) The provision of cash to the insurer's representative, if the policyholder pays premiums in cash to the insurer's representative.
5. The insurer shall be entitled to premiums for the entire insurance term unless stipulated otherwise in the insurance contract or these ITC FHINU SK;
6. If an insurance contract has been entered into in line with paragraphs (1) and (2) of this Article, insurance shall commence (i.e., be effective) at 00:00 hours of the day stated in the insurance contract as the insurance start date.
7. Insurance shall be arranged for the insurance term stated in the insurance contract and shall terminate at 24:00 hours on the day stated in the insurance contract as the insurance end date.
8. Insurance is terminated:
   a) by the expiration of the insurance term;
   b) by written agreement of the contractual parties;
   c) by termination by the insurer or the policyholder;
   d) by other means set out in the Civil Code.
9. Insurance may only be terminated by written agreement if the written agreement is concluded no later than on the day stated in the insurance contract as the insurance start date; in that case, the insurer shall return to the policyholder any premiums paid, reduced by costs related to the conclusion of the insurance contract and its administration, which shall amount to 20% of the premiums assessed. The policyholder and the insured shall return to the insurer any and all documents confirming the conclusion of insurance.
10. Should insurance terminate prior to the expiration of the term of insurance for a reason other than that stated in the previous paragraph, the insurer shall be entitled to indemnification up to the end of the term of insurance, unless the Civil Code or the insurance contract stipulate otherwise.
11. Insurance cannot be interrupted during the insurance term.
12. The fact that the insured party becomes a participant in public health insurance is not a reason for the termination of this insurance.

Article 4. Territorial Scope. Types of Insurance

1. The insurance only applies to insurance claims occurring within the Schengen Area, with the exception of the country of which the insured is a citizen or in which he has his permanent residence or in which he participates in public health insurance.
2. The insurance applies to tourist, study, and business stays.

Article 5. Insurance claim

1. An insurance claim is the sudden acute illness or injury of the insured party, which occurred during the effective term of insurance and which requires urgent and necessary treatment, and which establishes the insurer's obligation to provide fulfilment according to these ITC FHINU SK. The obligation to provide fulfilment is limited by the exceptions and insurance indemnification limits.
2. Events that arise from a single cause and include all the circumstances and their effects, among which there is a causal or time or other direct connection, are considered to constitute one insurance claim.

3. The insured hazard is in particular the insured party's medical condition in consequence of sudden acute illness or injury.
4. In connection to the insurance claim, the insurer pays for reasonably and purposefully expended costs for:
   a) urgent and necessary examination required to determine a diagnosis and treatment procedure;
   b) urgent and necessary outpatient medical treatment;
   c) urgent and necessary stay at a healthcare facility (hospitalisation) in a standard room with standard equipment and standard medical care for the necessary period; diagnostic examination, treatment including surgery, anaesthetics, medication, medical materials and hospital meals;
   d) medication prescribed by the physician in connection to the insurance claim and corresponding to the necessary and urgent care;
   e) urgent and necessary treatment by a dentist in the case of acute tooth pain, medical extraction or simple fillings (including RTG) and treatment for the purpose of immediate relief from pain related to the oral mucous membrane, up to the limit of insurance indemnification indicated in the ITC FHINU SK; treatment of teeth in consequence of injury is not restricted by this limit;
   f) transport form the place of injury or illness to the closest suitable healthcare facility, if the insured party is not capable of being transported via public transit for medical reasons;
   g) transport from the physician to the healthcare facility or from the healthcare facility to another specialised healthcare facility, if required by the insured party's condition and prescribed by the attending physician;
   h) transport from the healthcare facility back to the place of residence in the Schengen Area, if it is not possible to use public transit for transport due to medical reasons;
   i) repatriation of the insured party to the territory of the country whose passport the insured party holds, or to a different country where the insured party has a residence permit, in the case that it is necessary to continue treatment and the insured party's medical condition enables repatriation; the insurer or assistance service reserves the right to decide in advance about the need to repatriate the insured party, the date of repatriation and the means of transportation, not only based on references from the attending physician;
   j) transport of the insured party's bodily remains back to the territory of the country whose passport the insured party holds, or to a different country where the insured party had a residence permit; the transport of remains must be performed by a specialised organisation approved by the insurer or insurer's assistance service.

Article 6. Insurance indemnification

Foreigners' health insurance for necessary and urgent care	Insurance indemnification limits
Total limit	60,000 €
Repatriation and transport	Real costs up to the total limit
Dental treatment	200 €

1. The upper limit of insurance indemnification is designated by the limit of insurance indemnification, the value of which is stipulated in the insurance contract and in Article 7 of these ITC FHINU SK. The said insurance indemnification limits apply to one insurance claim. Regardless of changes in the exchange rate of the EUR to the specific national currency, the insurer guarantees an insurance indemnification limit of EUR 60,000 converted according to the exchange rate of the National Bank of Slovakia valid on the date of establishment of insurance event.
2. The insurer decides about insurance indemnification and its amount according to these ITC FHINU SK and the insurance contract based on the submitted documents.
3. Insurance claim investigation
   3.1 Should an event occur which the person who considers himself the authorised person connects to a claim to indemnification, he shall inform the insurer thereof without undue delay, give it a true explanation of the occurrence and the scope of the consequences of the events, third-party rights, and any multiple insurance; at the same time, he shall present to the insurer the necessary documents and proceed in the manner stated in the insurance contract and Insurance Terms and Conditions. If the person who considers himself an authorised person is also the policyholder or insurer, then the policyholder and the insured party shall also have the obligations stated in this paragraph.
   3.2 Without undue delay of the notice pursuant to paragraph 3.1 of this Article, the insurer shall launch an investigation required for ascertaining the existence and scope of its obligation to perform. The investigation shall be completed with the communication of its results to the person who claimed a right to insurance indemnification; at the request of that person, the insurer shall inform that person in writing about the scope of indemnification or the reasons of its denial.
   3.3 If the notice referred to in previous paragraphs knowingly contains untrue or grossly misrepresented material information concerning the scope of the event reported, or if any information pertaining to the event is knowingly withheld, the insurer shall be entitled to compensation for any costs purposefully expended on the investigation of the facts with respect to which that information was communicated to it or withheld. Should a policyholder or another person claiming a right to indemnification cause investigative costs to be incurred or increased by a breach of an obligation, the insurer shall be entitled to reasonable compensation from that person.
   3.4 If warranted by reasons related to the investigation of an insurance claim, the insurer may request information about the state of health and an establishment of the state of health or the cause of death of the insured party, provided that the insured party or, in the event of the insured party's death, an authorised person, has given its consent. Should the insured party or the authorised person fail to grant their consent to the insurer, or revoke their consent during the investigation of an insurance claim, and should this fact have a material impact on the detection or determination of the amount of insurance benefits, the insurer may reduce insurance benefits in proportion to the im-

pact of the fact on the scope of the insurer's obligation to perform.

3.5 The verification based on the previous paragraph shall be carried out on the basis of an examination by a physician appointed by the insurer. In that case, the insurer shall pay:
- the costs related to the medical examination or check-up;
- the travel costs amounting to the price of public second class bus or rail passenger carriage;
- the costs of the issuance of a medical report, if requested.

3.6 Should the insurer not request a medical examination, check-up, or a medical report, it shall not pay the costs related thereto.

4. Insurance benefits shall be payable within 15 days of the end of the investigation pursuant to the previous paragraphs. If the investigation required for verifying an insurance claim, the scope of indemnification, or the person authorised to receive benefits, cannot be completed within 3 months of the event being reported, the insurer shall inform the person who made the report, as to why the investigation cannot be completed; should the person who made the report so request, the insurer shall inform him of the reasons in writing. The insurer shall provide a reasonable advance payment on indemnification to the person who is claiming indemnification, should the person so request; this shall not apply if there is a good reason to refuse the granting of an advance.

5. Insurance indemnification shall always be payable in the country in which the insurance claim occurred, unless otherwise agreed.

6. If the breach of an obligation by the policyholder, insured, or another person who is entitled to indemnification, has had a material impact on the occurrence of an insurance claim, its course, an increase in the scope of the consequences of the event, or on the establishment or determination of the amount of indemnification, the insurer may reduce insurance indemnification in proportion to the impact of that breach on the scope of the insurer's obligation to perform.

7. If the insurance claim was wilfully caused either by the person who is claiming a right to indemnification or a third person at that person's instigation, no person shall be entitled to indemnification under this insurance.

8. The obligation of the insurer to provide benefits shall be restricted by exceptions and indemnification limits.

Article 7. Exceptions from Insurance

1. The insurer is not obliged to provide insurance indemnification if:

a) the insured party or the person claiming indemnification does not abide by the instructions of the insurer or assistance service and does not cooperate effectively with them, or does not submit the documents required by the insurer or assistance service;

b) the insured party refuses to undergo repatriation proposed by the insurer;

c) the insured party refuses treatment or the necessary medical examination by a physician designated by the insurer or assistance service;

d) the insurer could not investigate the damage claim because the insured party or the person claiming insurance indemnification did not relieve the attending physician or other institutions of their nondisclosure obligation vis-à-vis the insurer or assistance service as requested by the insurer or assistance service from the insured party;

e) the insured party or the person claiming insurance indemnification prevented the insurer or assistance service from contacting the attending physician or other institution, which the insurer or assistance service requested;

f) the insured party or the person claiming insurance indemnification consciously informed the insurer or assistance service falsely or incompletely about the damage claim;

g) the damage claim occurred in consequence of violation of legal regulations by the insured party or authorised person or the person claiming insurance indemnification in the territory of the Schengen Area;

h) the damage claim occurred in connection to disorderliness provoked by the insured party or the person claiming insurance indemnification or in connection to a crime committed or attempted by them;

i) the damage claim occurred in connection to the active or passive participation of the insured party in warfare, peace missions, combat or military events, participation of the insured party in a revolt, demonstration, riot or unrest, public violence, strikes or by intervention or decision of public administrative authorities;

j) if the damage claim was caused by the authorised person or other party based on the initiative of the insured party or authorised person;

k) the damage claim occurred during activities at locations not designated for such activities (e.g., skiing and other activities off the marked pistes, jumping off bridges, etc.);

l) the damage claim occurred in relation to the active participation of the insured party or the person claiming insurance indemnification in a terrorist attack or in preparation for it;

m) the damage claim occurred in country whose passport the insured party holds, or in the different country where the insured party is a participant of the system of public health insurance

n) the damage claim occurred in consequence of suicide, attempted suicide or in consequence of deliberate self-harming by the insured party or the person claiming insurance indemnification;

o) the damage claim occurred in connection to the consumption of alcohol or other narcotic, toxic or psychotropic substances;

p) the damage claim occurred in connection to the operation of a dangerous or risky type of sport or activity in connection to the operation of professional sports or during the period of participation in competitions and preparing for them;

q) the damage claim was caused by nuclear energy or nuclear risks or chemical or biological contamination;

r) the damage claim occurred in consequence of the deliberate conduct, fault or partial fault of the insured party or the person claiming insurance indemnification;

s) it was found that the insured party suffers a serious illness.

2. The insurer is not obliged to provide insurance indemnification from events that occurred before payment of the premium.
3. Furthermore, the insurer is not obliged to provide insurance indemnification in cases:
   a) when medical care is related to the treatment of illnesses or injuries which existed before conclusion of the insurance contract;
   b) complications which occur during the treatment or illnesses or injuries to which this insurance does not apply;
   c) when medical care is appropriate and purposeful, but may be deferred and provided after returning to the territory of the country whose passport the insured party hold, or another country where the insured party has a residence permit;
   d) preventive examinations, control examinations or medical examinations and treatment not related to sudden illnesses or injuries; possible examinations and treatment mentioned in the provision of Article 8(3)(d) have to be approved by the insurer's assistance service;
   e) when the purpose of staying in the Schengen Area is treatment or continued treatment which began outside of the Schengen Area;
   f) determination of pregnancy (including laboratory and ultrasound treatment), abortion, any complications in risky pregnancy, any complications after the 18th week of pregnancy, childbirth including premature childbirth and puerperium, examination and treatment of infertility and artificial insemination and costs related to contraception and hormonal treatment; any complications in pregnancy, should the insured party be gravid when concluding insurance;
   g) non-acute treatment of the teeth and related services, costs for tooth replacements, caps or jaw adjustments, braces, bridgework, plaque or tartar removal;
   h) treatment by a relative or person without adequate qualification, medical acts outside of a healthcare facility registered in the Schengen Area, treatment using methods which are not scientifically acknowledged in the Schengen Area and purchase of medicaments and medical aides without a prescription;
   i) vaccination with the exception of vaccination against tetanus and rabies in relation to injury;
   j) rehabilitation, physical and bath treatments, care at specialised treatment institutes, acupuncture and homeopathy, chiropractic treatment, exercise therapy or self-sufficiency training;
   k) organ transplants, treatment of haemophilia, insulin therapy apart from providing first aid, chronic haemodialysis; administration of medicines was launched before during the effective term of insurance;
   l) examination and treatment of contagious sexual diseases including HIV/AIDS infection;
   m) examination and treatment of hepatitis;
   n) examination and treatment of mental and psychic diseases and disorders, treatment by psychotherapy and psychoanalysis;
   o) examination and treatment of inborn development defects;
   p) medical care is given outside of an extent of the acute and emergency care normally covered by the general health insurance system of a Schengen Member State, in whose territory, forming part of the Schengen Area, such acute and emergency care was provided to the insured party
   q) treatment of symptoms related to addiction to alcohol or other substances listed in clause 1(o) of this article, including all complications and related diagnoses;
   r) creation and repair of prostheses (orthopaedic, dental), glasses, contact lenses or hearing aides, purchase of braces of other than the basic make;
   s) of compensation for above-standard medical care and services;
   t) of compensation for auxiliary medication, vitamin products and food supplements;
   u) of compensation for cosmetic and aesthetic surgery;
   v) of compensation of costs for regulation fees and surcharges;
   w) of complications caused by violation of the medical regime stipulated by the attending physician.

Article 8. Transfer of the insured party's rights to the insurer

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

4. Should the person whose right transferred to the insurer frustrate the transfer of the right to the insurer, the insurer shall be entitled to reduce insurance indemnity by the amount that it could have otherwise have obtained. If the insurer has already provided performance, it shall be entitled to compensation up to that amount.

Article 9. Processing of Insured Parties' Personal Information

1. The policy holder, the insured party, and the authorised person shall, at the insurer's request, provide their personal information, including personal identification number, personal information of all of the persons concerned, other identification information, and a contact telephone number for the purpose of their identification, of the conclusion of the insurance contract, insurance administration, and other purposes.
2. The insurer, as the operator of an information system within the meaning of Act No. 122/2013 Coll., on the Protection of Personal Information and on Amending and Supplementing Certain Acts (hereinafter referred to as "Act No. 122/2013 Coll."), processes personal information of the policy holder and of the insured party to the extent specified in the draft insurance contract and/or any personal information obtained in connection with the exercise of rights and performance of obligations, whether statutory or those arising from the insurance contract, on the basis of the specific Act. The operator obtains personal information for the purpose of fulfilling contractual and statutory obligations for the time required for ensuring the rights and obligations arising from this contractual relationship and for the time arising from generally binding legislation.
3. By entering into the insurance contract, the policy holder confirms that he was, prior to the provision of his personal information, informed within the meaning of Section 15 of Act No. 122/2013 Coll.
4. By entering into the insurance contract, the policy holder understands that the provision of that personal information is voluntary, but required for the conclusion of the insurance contract.
5. The policy holder also grants its consent with the cross-border transmission of the personal information provided by him to European Union member states and also to third countries.
6. Should the insurer have an obligation to inform the client pursuant to Act No. 122/2013 Coll., this obligation to inform may be fulfilled by publishing a notice on the insurer's website at http://www.axa-assistance.sk or through the insurer's contact centre. The insurer's website also features a list of intermediaries, third parties, and recipients of personal information within the meaning of Act No. 122/2013 Coll.
7. The rights of the policy holder and persons concerned in connection with the processing of their personal information are stipulated by Act No. 122/2013 Coll., in particular their right to receive confirmation as to whether the personal information of a concerned person is being processed; the right to the list of personal information of the concerned person that is subject to processing, and the right to have any personal information which is incorrect, incomplete, or out of date corrected or destroyed.
8. By expressing his consent in the contract, the policy holder grants his consent to the use of the following personal information:
   – title, first name, surname
   – address of permanent residence / registered seat
   – mailing address
   – telephone number and e-mail address

   for the purpose of the product offer of the insurer and third persons from the AXA or AXA ASSISTANCE Financial Groups, pursuant to paragraph 9 of this Article, as well as to persons who are the insurer's contractual partners, for the purpose of offering their trade, services, and marketing. This consent may be withdrawn at any point in writing. This consent (unless it has been withdrawn in writing) is being granted by the policy holder to the insurer for the entire duration of their mutual obligations arising from or related to the insurance contract and for another 5 years after the settlement of the said obligations.
9. By entering into the insurance contract, the policy holder agrees to the provision of information about facts pertaining to its insurance to other insurers.
10. The AXA Financial Group or AXA ASSISTANCE in Slovakia:
   – AXA d.s.s., a.s., with its registered seat on Kolárska 6, Bratislava 811 06, ID No.: 35 903 821, registered in the Commercial Register of the District Court in Bratislava I, section: Sa, entry: 3441/B,
   – AXA d.d.s., a.s., with its registered seat on Kolárska 6, Bratislava 811 06, ID No.: 35 977 540, registered in the Commercial Register of the District Court in Bratislava I, section: Sa, entry: 3804/B,
   – AXA životní pojišťovna a.s., with its registered seat on Lazarská 13/8, 120 00 Prague 2, Czech Republic, ID No.: 618 59 524, a company registered in the Commercial Register of the Municipal Court in Prague, section B, entry no. 2831, acting through its branch in the Slovak Republic: AXA životní pojišťovna a.s., pobočka poisťovne z iného členského štátu, with its registered seat on Kolárska 6, 811 06 Bratislava, ID No.: 35 968 079, registered in the Commercial Register of the District Court in Bratislava I, section Po, entry no. 1327/B,
   – AXA pojišťovna a.s., with its registered seat on Lazarská 13/8, 120 00 Prague 2, Czech Republic, ID No.: 281 95 604, the company registered in the Commercial Register of the Municipal Court in Prague, section B, entry no. 12826, acting through its branch in the Slovak Republic: AXA pojišťovna a.s., pobočka poisťovne z iného členského štátu, with its registered seat on Kolárska 6, 811 06 Bratislava, a company registered in the Commercial Register of the District Court in Bratislava I, v odd. Po, entry no. 1576/B, ID No. 36 857 521,
   – AXA investiční společnost a.s., with its registered seat on Lazarská 13/8, 120 00 Prague 2, Czech Republic, ID No.: 645 79 018, registered in the Commercial Register of the Municipal Court in Prague, section: B, entry no.: 7462, through its branch in the Slovak Republic: AXA investiční společnost a.s., organizačná zložka Slovensko, Kolárska 6, 811 06 Bratislava, ID No.: 36 770 540, registered in the Commercial Register of the District Court in Bratislava I, section: Po, entry no.: 1475/B
   – AXA ASSISTANCE CZ, s.r.o., with its registered seat on Hvězdova 1689/2a, 140 62 Prague 4, Czech Republic, ID No.: 25695215, the company is registered in the

Commercial Register of the Municipal Court in Prague, section C, entry no. 61910, acting through its branch in the Slovak Republic: AXA ASSISTANCE CZ, s.r.o., organizačná zložka Bratislava, with its registered seat on Zámocká 30, 811 01 Bratislava, a company registered in the Commercial Register of the District Court in Bratislava I, v odd. Po, entry no. 1171/B, ID No. 35 897 741.

Article 10. Form of legal actions, Delivery of Correspondence

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

Article 11. Rights and Obligations

I. Policyholder's obligations

1. Should the policyholder arrange insurance for the benefit of an insured party, the policyholder shall be deemed to have an insured interest in the life and health of the insured party. The policyholder shall provide the Insurance Terms and Conditions to the insured party and inform him about the contents of the insurance contract and the contents of the Insurance Terms and Conditions. Should insurance terminate prior to the expiration of the agreed insurance term, the policyholder shall return the proof of insurance and the insurance contract to the insurer within 5 business days of the termination of the insurance.
2. In the event of withdrawal from the insurance contract pursuant to the Civil Code, the policyholder is obliged to return proof of insurance to the insurer at latest within 7 business days from the day when the policyholder sent the insurer its written notice of withdrawal from the insurance contract. If the policyholder does not fulfil the obligation stipulated in the previous sentence, the insurer is authorised to demand payment of a contractual fine by the policyholder in the amount of the premium from the insurance contract, from which the policyholder notified its intent to withdraw.
3. If the policyholder is simultaneously the insured party, all the obligations of the insured party will apply to him.

II. Insured party's obligations

1. Apart from the obligations stipulated by the Civil Code and the insurance contract, the insured party is also obliged to ensure that an insurance claim does not occur; in particular he must not violate the obligations aimed at averting or reducing the risk, which are imposed by legal regulations. The obligations stipulated in this paragraph for the insured shall also apply to the person claiming insurance indemnity.
2. In the event of an insurance claim, the insured party is obliged foremost to contact the insurer's assistance service with a request to ensure the services which are a part of insurance, inform it about the occurred damage claim, in particular the date and location of the damage claim, the insured party's address, to request instructions from the insurer's assistance service and proceed in accordance therewith. If the objective conditions of damage claim occurrence do not allow the insured party to contact the assistance service with a request for assistance even before the provision of services, he is obliged to do so as soon as the conditions of damage claim development allow.
3. In the event of illness or injury, the insured party is obliged to seek medical treatment without undue delay, present his identification card and proof of insurance, abide by the physician's instructions, and if subsequently requested by the insurer, to undergo examination at the insurer's expense by the physician designated by the insurer.
4. Based on a proposal from the insurer or insurer's assistance service, the insured party is obliged to undergo repatriation, if permitted by his medical condition. If the insured party does not fulfil this obligation, the insurer is authorised to terminate the provision of insurance indemnification.

5. The insured party is also obliged to have the transport mentioned in the provisions of Article 5(4)(g), (h), (i) and (j) approved in advance by the insurer's assistance service and to proceed according to its instructions.
6. In the event of a damage claim, the insured party is obliged:
   a) to undertake all actions to reduce the scope of damage and its consequences;
   b) if he claims fulfilment for expended costs in relation to the damage claim, to notify the insurer without undue delay using the respective "Damage Claim Report" form about the occurrence of the damage claim and to provide a truthful explanation; if as a result of violating the obligation stipulated in point II of this article, the insurer's costs related to the insurance claim are increased, the insurer has the right to demand compensation of these costs from the party that violated the obligation;
   c) to abide by the instructions from the insurer and/or assistance service and to cooperate with them effectively, to fulfil other obligations imposed by the insurer and/or assistance service, these ITC FHINU SK or the act;
   d) to report the damage claim without undue delay to the police at the place of occurrence of the claim, if the event occurred under circumstances suggesting the committing of a crime or misdemeanour, and to submit the police protocol to the insurer;
   e) following the occurrence of the damage claim, to ensure sufficient evidence about the scope of the damage claim by investigation performed by the police or other investigation authorities;
   f) to reply truthfully and fully to all questions from the insurer or assistance service concerning insurance and the damage claim and the extent of the consequences of a damage/insurance claim;
   g) to allow the insurer and/or assistance service to undertake all the necessary investigations of the damage claim which are decisive for assessing the claim to insurance indemnification, its value, and to provide the necessary cooperation throughout;
   h) to inform the insurer without undue delay that criminal proceedings have been commenced against the insured party in connection to the damage claim, and to inform the insurer truthfully about the course and results of these proceedings;
   i) for the purpose of ascertaining information about the state of health or the cause of death of the insured party, to relieve the attending physician of his nondisclosure obligation with respect to the insurer or assistance service;
   j) in the case of repatriation, to provide cooperation to ensure subsequent hospitalisation at a healthcare facility in the country whose passport the insured party holds, or in a different country where the insured party has a residence permit;
   k) in cases when the healthcare facility requires direct payment of costs related to the damage claim, to take over the originals of all documents (receipts);
   l) to submit the following documents to the insurer: complete medical documentation, original bills and receipt for payment of medical treatment, medication prescribed by the physician (including a copy of the prescription issued to the insured par ty's name) and transpor t, the police repor t (if the claim was investigated by the police) including other references requested by the insurer and/or assistance ser vice.
7. If requested by the insurer or assistance service, the insured party is obliged to ensure at his own expense the translation into Slovak of any documents required to investigate the damage claim.
8. If the insured party has concluded insurance of the same or similar character with a different insurance company, he is obliged to inform the insurer of this fact.
9. Anyone who requests indemnification from insurance is obliged to submit the documents required by the insurer or insurer's assistance service, if these have an effect on determining the insurer's obligation to provide insurance indemnification and the value thereof.
10. If the obligations stipulated in this Article are violated, the insurer is authorised to reduce insurance indemnification proportionally or refuse it entirely.

III. Insurer's rights and obligations

1. Apart from the obligations stipulated by the Civil Code and the insurance contract, the insurer also has the following obligations:
   a) to discuss with the insured par ty or the person claiming insurance indemnification the results of examination required to determine the scope and value of insurance indemnification, or to inform the insured par ty thereof without undue delay;
   b) to return to the insured par ty or the person claiming insurance indemnification any requested documents, with the exception of original receipts of payment based on which insurance indemnification was provided.
2. The insurer is not obliged to examine the potential excessiveness of insurance, in particular if the payment of costs for medical care for the insured party is ensured in a different manner.
3. The insurer is authorised in particular:
   a) to ascertain the occurrence, the course, and the extent of the damage claim (including the requesting of witness testimonials from involved parties, expert assessments, and other documents if applicable);
   b) to request and verify medical reports;
   c) to reduce insurance indemnification according to the Civil Code;
   d) to reduce indemnification, if it has paid out indemnification in full and the right to a reduction in indemnification arises subsequently. The insurer may claim the difference between the insurance indemnification paid out and subsequently reduced, from the person to whom the indemnification was provided.
4. If the insured party breached his obligations stipulated in these ITC FHINU SK, the insurer is authorised to reduce insurance indemnification proportionally or refuse it altogether.
5. If the insured party breached his obligations set out in these ITC FHINU SK and the insurer incurred any or increased costs for investigating the damage claim as a result, the insurer is authorised to demand compensation of these costs from the insured party.

Article 12. Final provisions

1. These ITC FHINU SK are an integral part of the insurance contract.
2. These ITC FHINU SK are compiled in Slovak, Russian, and English versions. In the case of disputes, the Slovak version is superseding.
3. The language for communication is Slovak, Czech or English.
4. If these ITC FHINU SK of the insurer refer to generally binding legal regulations, these refer to legal regulations valid and effective in the Slovak Republic.
5. If an agreement is not reached between the parties to the insurance, any disputes arising from insurance or occurring in relation thereto shall be resolved by the courts of the Slovak Republic according to generally binding legal regulations.
6. Should any provision of these ITC FHINU SK become invalid or disputed due to changes in generally binding legal regulations, such generally binding legal regulation will be used as is most appropriate in its nature and purpose.
7. If at any time in the insurance term the insured party revokes his consent to determine his medical condition by examination, and if this fact affects the examination required to determine the scope of the insurer's fulfilment obligation, the insurer reserves the right to reduce or not provide insurance indemnification.
8. A condition of the effect and duration of insurance is the insured party having legal residence in the Schengen Area, provided that stipulated legal regulations are fulfilled.
9. The insurer's costs related to the establishment and administration of insurance amount to 20% from the unused insurance premium.
10. These ITC FHINU SK shall come into effect on 1 September 2014.