

**CONDITIONS of INSURANCE to the insurance contract no. 11 701 707
CANCELLATION INSURANCE OF ORDERED SERVICE
(for LIMBA s.r.o. clients who booked accommodation online at www.limba.com)**

Introductory provisions

The relevant provisions of the Civil Code (Act no. 40/1964 Coll. as amended), General insurance conditions of individual comprehensive travel insurance VPPIKCP/1210 (hereinafter "insurance conditions"), and insurance contract no. 11 701 707 apply to the cancellation insurance of the ordered service (hereinafter "insurance") arranged with the insurance company Union poisťovňa, a. s., CID 31 322 051.

**Article 1
Definition of terms**

For the purpose of insurance, see the definitions below:

Illness	impaired physical or mental health of the insured, listed in the International Statistical Classification of Diseases and Related Health Problems set by the World Health Organization (WHO)
Acute disease	a disease that occurred suddenly during the period of insurance, in the case it is directly life- or health-threatening to the insured by its character, independent from his/her will and requires unavoidable and/or urgent medical treatment, except for the cases: <ul style="list-style-type: none">- If the treatment started before the insurance- If the disease occurred before the insurance, although it was not medically examined or treated
Chronic disease	a long-term, continually persistent disease
Recurrent disease	a disease that is not chronic, but has multiple recurrences
Person in close and constant relationship	a spouse, sibling, relative by affinity in direct line, spouse's parents, spouse's sibling and their children, a person living with the insured in the same household
Authorized person	a person referred to in § 817 sec. 2 and 3 of the Civil Code
Insurer	the insurance company Union poisťovňa, a.s. (hereinafter "insurer")
Insured	a person referred to in the insurance policy and entitled to the claims
Period of insurance	the period arranged in the policy
Policy term	the period arranged in the policy premium and paid for
Premium	the amount agreed in the insurance contract that must be paid by the policyholder to the insurer for policy coverage
Claim	a financial compensation to be paid by the insurer under these insurance conditions and policy in the case of an insured event against or for the insured
Policyholder	a natural or legal person who enters into the contract with the insurer and is obliged to pay a premium. The insured and the policyholder can be the same person.
Service provider	legal or natural person who sells their service to the insured
Ordered service	<ul style="list-style-type: none">a) A pre-booked stay including accommodation in an accommodation facility of any category and class including a tent, caravan and private accommodation.b) A pre-booked transport included in the policy. Ordered service is also a pre-booked combination of services stated under a) and b) whereby other services that are not complements of transport or accommodation, e.g. boarding, socio-cultural, sport and recreational or educational events can be a part of such combination in the case they are provided at an additional or inclusive cost together with transport and accommodation, and if this service is provided for more than 24 hours, or if it includes overnight accommodation.

Ordered service is not a combination of services sold to another entrepreneur for the purpose of further business, sale of tickets for cultural, sport and other events, and guide services.

Also insurance is not an ordered service.

Cancellation fee

a penalty charged by the service provider to the insured under the cancellation policy in the case the insured is not able to use the pre-booked service for any reason stated in part F, art. 2 of the policy, reduced by the travel insurance costs of the insured, and the trip insurance against the financial failure of the travel agency

Service Cancellation

a written notice made by the insured about the non-used service for any reason stated in part F, art. 2 of the policy delivered to the service provider, resulting in an obligation of the insured to pay a cancellation fee to the service provider.

**Article 2
Subject of insurance**

1. The insured is entitled to use the cancellation insurance of ordered service to pay the cancellation fee under the conditions in art. 2 and art. 4, part F of insurance conditions up to €1,000.

**Article 3
Insured**

1. The insured is a person without age restrictions, who booked accommodation online at the web site www.limba.com.

**Article 4
Period, termination and temporal validity of insurance**

1. Insurance begins on the day after the payment of the premium, and terminates on the scheduled departure date. The scheduled departure date is:
 - a) In the case that transport is provided by the provider of the ordered service – the departure day and time of the vehicle provided, and from the exact place set by the provider of the ordered service,
 - b) In the case of individual transport – the day and time of arrival to the first accommodation facility set by the provider of the ordered service.

**Article 5
Premium and method of payment**

1. The premium is determined by the extent of the insurance and risk assessment, and the amount is specified in the contract.

**Article 6
Territorial restrictions**

1. Insurance applies to events that occur in the territory of the Slovak Republic and/or abroad.

**Article 7
Sum insured**

1. The upper limit amount of the claim per one insured event (sum insured).

**Article 8
Insured event**

1. Insured event is a cancellation of an ordered service by the insured for any reason stated in paragraph a) to l) that occurred in the period between the day after the payment of the premium and the scheduled departure date:
 - a) Acute disease of the insured, if there is no medically supported assumption that the treatment of the illness would be terminated on the scheduled departure date,
 - b) Injury of the insured, if there is no medically supported assumption that the treatment of the injury would be terminated on the scheduled departure date,

- c) Hospitalization of the insured resulting from an acute disease or injury in the case of immediate threat of life to the insured, and if there is a medically supported assumption that the hospitalization would continue on the scheduled departure date,
- d) Acute disease of the person in close and constant relationship with the insured, under the condition that the patient is bedridden as a result of the illness and requires the care of the insured, if there is a medically supported assumption that the treatment would not be terminated on the scheduled departure date,
- e) Injury of the person in close and constant relationship with the insured under the condition that the patient is bedridden as a result of the injury and requires the care of the insured, if there is a medically supported assumption that the treatment would not be terminated on the scheduled departure date,
- f) Hospitalization resulting from an acute disease or injury of the person in close and constant relationship with the insured in the case of immediate threat of life, and if there is a medically supported assumption that the hospitalization would continue on the scheduled departure date,
- g) Death of the insured or the person in close and constant relationship with the insured. In the case of the death of the insured, the cancellation is made by the person in close and constant relationship with the insured or a legitimate heir. The death of the person in close and constant relationship with the insured who was not supposed to use the service with the insured, or is not included in the contract, is an insured event that occurred within 30 days before the use of the ordered service.
- h) A natural event that caused damage to the property or health of the insured under the condition that the event occurred within 5 days before the scheduled departure date, and it prevented the insured from using the ordered service,
- i) Damage caused by water from water facilities under the condition that the damage occurred within 3 days before the scheduled departure date, and it prevented the insured from using the ordered service,
- j) Damage caused by a crime of a third party, if this occurrence prevented the insured from using the ordered service,
- k) A serious road accident, natural event, strike, crime of a third person during individual transport, in the case it prevents the insured from continuing his/her journey to use the ordered service, under the condition that on the scheduled departure date the insured was not able to anticipate such events,
- l) Official statement of the Ministry of Foreign Affairs of the Slovak Republic that there is an increased risk of stay resulting from a natural event, war, civil unrest, terrorism in the destination the insured was supposed to travel to or through (if there is no possibility to use a safe alternative route), and thus travelling to the destination is not recommended.

Article 9
General exclusions

1. Cancellation of the ordered service is excluded from the insurance coverage if the reason for cancellation by the insured resulted from:
 - a) Medical complications during pregnancy if the pregnancy was known to the insured at the moment of ordering the service; this provision shall not apply in the case of insured event under art. 2, section 1, paragraph c) or f) part F of insurance conditions,
 - b) Illnesses detected and existing at the moment of concluding the contract, chronic and/or recurrent illnesses in cases other than medical emergency. In the case of acute deterioration, chronic and/or recurrent illness, the claim is provided under the condition that the ordering of the service was demonstrably consulted and approved by an attending physician. This provision shall not apply in the case of insured event under art. 2, section 1, paragraph c) or f) part F of insurance conditions,
 - c) Mental disorder or mental illness if known to the insured at the moment of ordering the service; this provision shall not apply in the case of insured event under art. 2, section 1, paragraph c) or f) part F of insurance conditions ,
 - d) Consumption of alcohol, drugs, narcotics and medicines that were not prescribed to the insured or the person in close and constant relationship with the insured,
 - e) Withdrawal symptoms from alcohol, drug or narcotics addiction,
 - f) Abortion, with the exception of medically indicated abortion:
 - For health reasons within 12 weeks of pregnancy,
 - For genetic reasons within 24 weeks of pregnancy,
 - For the protection of the mother's life regardless of the length of pregnancy,
 - g) Consequences of avoiding compulsory vaccination,
 - h) Sexually transmitted diseases,
 - i) Suicide or suicide attempt,

- j) An event caused deliberately, by conscious neglect, crime or offense by the insured or the person in close and constant relationship with the insured,
 - k) Driving without a valid license,
 - l) Handling of a firearm or explosive
2. Cancellation of the ordered service is excluded from the insurance coverage if the reason for the cancellation resulted from:
 - a) The effects of nuclear power or radioactive material,
 - b) War, civil unrest, terrorism in the case other than under the provisions in art. 2, section 1, paragraph l) part F of insurance conditions.
 3. Cancellation insurance of the ordered service cannot be claimed if the insured cancels the ordered service, and concurrently informs the service provider that the service is to be used in the same period and under the same conditions by another person (a substitute).

Article 10 Claims

1. The amount of claim is determined by the amount of cancellation fee related to one person, and results from the price of the ordered service for this person, and shall be claimed by the service provider towards the insured.
2. The maximum amount of claim is 80% of the cancellation fee claimed by the service provider.
3. If the cancellation reason is death of the insured, the insurer shall pay 100% of the cancellation fee to the legitimate heirs. If the cancellation reason is death of the person in close and constant relationship with the insured, the insurer shall pay 100% of the cancellation fee to the insured.
4. The insurer shall pay the claim in accordance with section 2 and 3 of this article, in the maximum amount equal to the sum insured 1.000 €. The sum insured is agreed for 1 person.

Article 11 Obligations of the insured

1. The insured is obliged to:
 - a) Pay sufficient care to prevent the insured event from happening, to not violate regulations and policy conditions leading to the prevention of the insured event, or to reduce the risk of its occurrence,
 - b) Announce all events that could result in claims to the insurer in writing and without delay, and to take all the necessary and useful measures to avoid an increase in damage,
 - c) Cooperate with the insurer in the process of the identification of the causes and extent of the claim,
 - d) Provide all explanations and documents necessary for the settlement of claims to the insurer,
 - e) Ensure the right for compensation of damages caused by the insured event,
2. Announce the cancellation of the ordered service including information whether the service will be used by another person (a substitute) to the service provider without delay, within 2 days from the event that prevented the insured from using the ordered service.
3. Announce the cancellation of the ordered service including information whether the service will be used by another person (a substitute) to the insurer without delay, within 5 days from the event that prevented the insured from using the ordered service.
4. To verify the claim and provide the following original documents:
 - a) A document proving the payment of the premium with the exact date of payment,
 - b) A document proving the payment of the ordered service,
 - c) A document proving the cancellation of the ordered service, with the exact date of cancellation and the amount of cancellation fee issued by the service provider,
 - d) Itinerary (travel guide, route plan, route description),
 - e) A report from the attending physician stating the diagnosis, date of occurrence of the illness or change in health status and expected date of termination of treatment, in the case of an acute disease or injury of the person in close and constant relationship with the insured, a confirmation that the health status of the person requires the care of the insured and the treatment will not be terminated by the scheduled departure date,
 - f) A report from the attending physician stating that the possibility of traveling in the particular period had not been medically excluded before ordering the service. This report is to be presented by the insured in the case the illness (chronic or recurrent) that could result in the cancellation existed at the moment of ordering the service. This report is also to be presented in the case the cancellation resulted from complications in pregnancy.
 - g) Medical record of the insured from the health insurance company if requested by the insurer,
 - h) Statistical record of death (provided by the authorized person),
 - i) A call-up to the army,

- j) Police report,
 - k) A document proving the occurrence of another event in accordance with art. 2, section 1 part F of insurance conditions, that prevented the insured from using the ordered service,
 - l) Other documents clearly demonstrating the claim,
 - m) Insurance contract.
4. To ensure that the attending physician can inform the insurer about the health status of the insured.
 5. If the insured violated the obligations included in this article (art. 5, part F of insurance conditions) or in the contract, and this violation had a significant effect on the claim and its amount, or it complicated the investigation of reasons, extent of damage, or the compensation could not be paid in time, or if the insured contributed to the occurrence or the increase of consequences of the claim, the insurer is entitled to reduce the amount of the claim accordingly by up to 90%, depending on the effect of this violation.

Article 12

Obligations of the insurer

1. All information revealed to the insurer by examining the health status of the insured can only be used for the purpose of the insurance, except for the cases specified in generally binding legal regulations.
2. The insurer is obliged to:
 - a) Discuss the results of an investigation to determine the extent and amount of claim with the insured, or inform the insurer about these results.
 - b) Allow the insured to inspect the documents acquired during the investigation of the event. The insured is entitled to make copies of these documents at own expense.
 - c) Maintain confidentiality about information related to the insurance, its administration, and settlement of claims; except for cases of information obligation established by the law, and cases when the insured gives consent to providing information to a third party.

Article 13

Special provisions

1. The incomes of the insurer and the insured resulting from the contract are subject to taxation under the generally binding legal regulations valid in the Slovak Republic. The income tax law as amended determines the claims exempt from income tax, as well as deductibles or other tax issues related to insurance.
2. The insured shall not share any excess premium created by the insurer in the process of the management of funds, and this contract does not entitle the insured to be paid the surrender value.
3. Complaints shall be made in writing and sent to: Union poisťovňa, a.s., odbor špeciálnych činností, Bajkalská 29/A, 813 60 Bratislava. The result of the complaint will be sent by letter within 30 days. If the process takes longer than stated above, the person who filed the complaint shall be informed in writing.
4. Special provisions of withdrawal are non-negotiable.

Article 14

Final provisions

1. The obligation to deliver a document is fulfilled by the acceptance or rejection of the mail by the addressee, or on the day the mail was returned to the sender as undelivered. Documents are delivered to the address as stated in the policy.
2. The contract can be concluded by means of distance communication.
3. All disputes resulting from the policy shall be dealt with by the courts of the Slovak Republic.
4. The provisions in art. 1-5 part F of insurance conditions can be modified in the contract.