



Poistovňa

## GENERAL TERMS AND CONDITIONS of Foreigners' Health Insurance SIMPLE - GTC FHIS/0122

valid from 01.01.2022

### Introductory Provisions

Foreigners' health insurance Simple, concluded by the insurance company Union poistovňa, a.s., IČO 31 322 051 (hereinafter referred to as „Insurer“) is governed by applicable provisions of the Civil Code, these General Terms and Conditions of **Foreigners' Health Insurance SIMPLE** GTC FHIS /0122 (hereinafter „GTC FHIS“) and by the insurance contract.

### Article 1 Definitions

- Insured person** is a natural person for whom the right to indemnity arises, or on behalf whom indemnity is paid by the Insurer to the beneficiary.
- Policyholder** is a natural person or a legal entity who concluded an insurance policy with the Insurer and from whose insurance the obligation arose to pay insurance premium to the Insurer. The Insured person and the Policyholder may be the same person and, if this is not the case, the Policyholder is obliged to provide the Insured person with terms of insurance and to inform the Insured person about the contents of the insurance contract and the contents of the terms of insurance.
- Insurance period** is the duration of insurance agreed in the insurance contract.
- Foreigner** is a person who is not a citizen of the Slovak Republic.
- Accident** is an unexpected, sudden and uninterrupted action of external forces or external influences, except for the effects of microbial poisons and immunotoxic substances, independent on the will of the Insured person, occurring during validity of the insurance and causing determinable or visible impairment of health, physical injury or death.
- Disease** is a physical or mental health disorder of the Insured person, listed in the International statistical classification of diseases and related health problems, established by the World Health Organization (WHO).
- Partner** is a contractual partner of the Insurer who provides assistance services for the Insured person 24 hours a day, 7 days a week.
- Acute disease** is a disease which occurred suddenly during validity of the insurance and which, by its nature, directly threatens life or health of the Insured person independently of his/her will and which requires urgent and / or immediate medical treatment.  
The following is not considered to be an acute disease:
  - change in the health condition, treatment of which began already before the beginning (inception) of the insurance or change in the health condition manifested already before beginning (inception) of the insurance, even if it has not been medically examined and/or treated, except for conditions, that endanger the life of the Insured,
  - change in the health condition, treatment of which is elective and may be provided in the territory of the country, the travel document of which the Insured person owns, or in which the Insured person has a stay permit.
- Urgent Healthcare** is outpatient and/or inpatient healthcare provided to the Insured person in case of sudden changes in his/her health condition directly threatening his/her life, and which in case of absence of urgent healthcare could potentially seriously threaten his/her health, cause sudden and unbearable pain or cause sudden changes in behavior and action of the Insured person, under the influence of which he/she directly threatens himself/herself or his/her surroundings. The urgent healthcare includes immediate transport of the Insured person to the healthcare facility and between healthcare facilities. Health care provided due to spontaneous interruption of pregnancy until the 10th week of pregnancy shall also be deemed urgent health care.
- Insurance premium** is a financial sum agreed in the insurance contract payable by the Policyholder to the Insurer for risk coverage.

11. **Beneficiary** is a person who is entitled for indemnity due to an insured event. The Beneficiary may be an Insured person, a Partner or other person who provably paid costs in accord with the Article 2 Sec. 2 and 3 of GTC FHIS.
12. **Indemnity** is the amount payable to the Beneficiary whose right for the payment of which has arisen at the occurrence of the insured event.
13. **Sum insured** is the maximum amount of indemnity for all insured events occurred in the duration of the insurance period. The sum insured is specified in the insurance contract.
14. **Repatriation** is transportation of the Insured person which is from the health point of view necessary and possible, or transportation of bodily remains of the Insured person back to the country, the passport of which the Insured person owns, or to other country in which the Insured person has the stay permission or participates in public health insurance.
15. **Healthcare provider** (hereinafter "provider") is a general practitioner, a specialist, a dentist, an outpatient facility, a pharmacy, a medical aid supply point, a clinic, a one-day surgery facility and a hospital, if they provide healthcare on the territory of the Slovak Republic based on a license for healthcare provision issued by the relevant body in the Slovak Republic or in abroad according to applicable legislation of the state concerned.
16. **Schengen Area** (hereinafter "Schengen") is for the purpose of these GTC FHIS the territory of states where persons may freely cross the borders of the contracting states except for the Slovak Republic.
17. **Health treatment cost** is the cost of urgent health care provided to the Insured person, including health treatment performances of health care providers, the cost of medicines, health care aids and, when required by the state of health of the Insured person, then also the expenses of transport to the nearest health care provider (from the health care provider, between health care providers).

## Article 2 Subject and Scope of Insurance

1. The subject of insurance are healthcare costs specified in Sec. 2 and 3 of this Article, which were charged to the Insured person by the healthcare provider in the territory of the Slovak Republic and Schengen, and incurred
  - 1.1. as a result of death of the Insured person or
  - 1.2. as a result of sudden change in health condition of the Insured person, which requires provision of urgent medical care to Insured person.
2. The Insurer will cover healthcare costs in accord with Sec.1 of this Article, if they are urgent and from the medical point of view inevitable, for the following services:
  - a) outpatient examination and treatment, including prescription of drugs and medical aids,
  - b) hospitalization in a standard room including necessary medical treatment, diagnostic examinations, surgery, medical material, prescribed drugs, health aids and standard hospital meals during hospitalization,
  - c) transport of the Insured person:
    - to the nearest healthcare facility and/or
    - between healthcare facilities and/or
    - from the healthcare facility to the place of stay in the country in which the insured event occurred if it is required by the health condition of the Insured person and if the Insured person is not able to use public means of transport,
  - d) repatriation of Insured person or bodily remains of the Insured person; transport must be agreed in advance by the Partner or the Insurer.  
Repatriation is assessed, organized and approved by the Partner or the Insurer, and the transportation of bodily remains is organized and approved by the Partner or the Insurer. In the case of repatriation outside the Slovak Republic or Schengen, neither the Insurer nor the Partner are required to organize the transportation. The Insurer will cover such cost of repatriation up to the Sum insured and specified in the insurance contract.
  - e) necropsy of the Insured, if required by applicable legislation of the respective country.
3. The Insurer will cover the cost of outpatient dental treatment but only to the extent of necessary and/or urgent treatment to relieve pain. The Sum insured per insured event is specified in the insurance contract, same as the Sum insured for all insured events.

4. The Insurer will provide the indemnity up to the limit stated in the insurance contract as the sum insured.

### **Article 3 Insured Event**

1. The insured event is death of the Insured person or change in the health condition of the Insured person due to an accident or acute illness which occurred during the insurance period and which requires providing of urgent health care or repatriation of Insured person and which entails the obligation to pay the necessary medical expenses in accord with Art. 2 of these GTC FHIS.
2. The death of the Insured person or the change in the health condition of the Insured person must be confirmed by the physician.

### **Article 4 Territorial Validity**

The Insurance applies to events occurred on the territory of the Slovak Republic and Schengen except for the country in which the Insured person has a permanent residence or participates in public health insurance or is entitled to free healthcare.

### **Article 5 Indemnity**

1. The Insurer shall provide indemnity to the Beneficiary on the base of submitted documents clearly demonstrating that the insured event occurred, and other documents required by the Insurer in accord with Article 7 Sec. 2 Letter i).
2. The maximum amount of indemnity for all insured events occurred to the Insured person during the Insured period is stated in the insurance contract.
3. Indemnity is payable in the currency of the Slovak Republic.
4. In the case of conversion from foreign currencies, the Insurer applies the exchange rate of the European Central Bank valid on the day when the insured event occurred.
5. The Insurer will provide indemnity at the rate usual in the country where the insured event occurred in cases when the Insured did not use the services of health care provider recommended by the Partner of the Insurer.

### **Article 6 Exclusion from Insurance**

1. The Insurer provides no indemnity for:
  - a) healthcare relating to illness or accident that the Insured person had before concluding the insurance, chronic or recurrent illness, except for the urgent treatment inevitable for preventing from imminent threat to the life or health of the Insured person,
  - b) health care that goes beyond emergency medical care,
  - c) dental treatment and related services (including dental prostheses), except for costs incurred in connection with dental treatments (including extraction or temporary filling) performed in order to eliminate suddenly occurred pain, and for the costs of unavoidable dental treatment consequently to an injury, max. up to the limits of the Sum insured per insured event and the Sum insured for all insured events that are included in the insurance contract,
  - d) examinations and medical procedures that are not necessary for diagnosing, preventive examinations, vaccinations, over-standard healthcare,
  - e) drugs, unless they are prescribed by the attending physician,
  - f) drugs for treatment of diseases diagnosed to the Insured person before concluding the insurance, not even if prescribed by the attending physician,
  - g) purchase of nutritional supplements including vitamin and probiotic preparations, trace elements, dietetic foods for special medical purposes and cosmetic products, not even if prescribed by the attending physician,
  - h) rehabilitation, physiotherapy, massages, spa treatment, rehabilitation stays, stays in sanatorium and health resorts,

- i) transport and repatriation of the Insured person in accord with Art. 2 Sec. 2 Letter c) and d) without the prior consent of the Insurer or the Partner,
  - j) treatment that is not scientifically or medically recognized, chiropractic treatment, acupuncture therapy, acupressure, homeopathy, or other type of alternative therapy,
  - k) examination and treatment of mental disorders, and diseases including all , depression and psychosis; psychological examination and psychotherapy,
  - l) examination and treatment of sexually transmitted diseases,
  - m) artificial interruption of pregnancy except for a medically indicated pregnancy interruption due to threatening the life of the mother, regardless of the pregnancy duration.
  - n) Medical devices with a value of more than EUR 1,000, unless they have been approved in advance by the Insurer,
  - o) any orthopaedic medical devices, if not prescribed in connection with an accident of the Insured person,
2. The Insurer provides no indemnity for health treatment costs incurred in connection with:
- a) ingestion of alcohol, drugs, habit-forming or other narcotic substances, or with abuse of medicines or manifestations of abstinence in case of addictions,
  - b) non-compliance with referrals of the attending physician, failure to use or incorrect use of drugs issued to the Insured on medical prescription,
  - c) attempted suicide, suicide or self-infliction of an injury,
  - d) active participation of the Insured person in any war, rebellion, insurrection or riot,
  - e) disturbance triggered by the Insured person, or in connection with criminal activity he/she committed,
  - f) activity when the Insured person breached legal regulations, orders or bans, applicable at the place where the insured event occurred,
  - g) HIV infection,
  - h) performance of high-risk sports, i.e. piloting, parachute jump from an airplane or from heights, hang gliding, paragliding, motorsport disciplines including driving on a water scooter, diving, rafting, canyoning, sport shooting, ski alpinism, ski jumping, skiing outside the marked tracts, speleology, climbing, mountaineering, glacier hiking and tourism carried out the marked and unmarked tracks if there is artificial securing equipment (eg. ropes, chains, steps, ladders) placed on these tracks, or if it is necessary to use any parts of the mountaineering equipment to overcome the track (rope, harness seat, chest harness, helmet, carabiner, clinch),
  - i) performing professional sports, taking part in sport competitions or preparations for them,
  - j) performing manual work,
  - k) pregnancy and childbirth, except for cost incurred in connection with spontaneous interruption of pregnancy until its 10th week,
  - l) driving a motor vehicle without a driving license,
  - m) handling firearms or explosives by the Insured.
3. The Insurer is not obliged to provide indemnity if:
- a) the Insured person does not inform partner about the occurrence of the event in accord with Art. 7 Sec. 2 Letter b),
  - b) the Insured person does not follow instructions of the Partner or the Insurer and does not effectively cooperate with them, or fails to submit the required documents, or refuses treatment by a doctor appointed by the Partner or the Insurer, or does not allow the Partner of the Insurer to contact the attending physician, or does not release the attending doctor from secrecy towards the Partner or the Insurer,
  - c) the Insured person or the Beneficiary knowingly informed the Partner or the Insurer incorrectly or incompletely about the insured event,
  - d) the Insured person refused to undergo repatriation proposed by the Partner or the Insurer.
4. The Insurer will not provide indemnity or any other payment to the Insured person if the Insurer would thereby be at risk of fines, sanctions, restrictions or prohibitions under:
- a) trade or economic sanctions of the European Union,
  - b) law or legislation of the European Union,

- c) decisions of the United Nations
  - d) applicable legislation of the Slovak Republic.
5. The Insurer may withhold indemnity or any other payment to an Insured person if the Insured person is on a US sanctions list. While indemnity or any other payment is withheld for this reason, the Insurer will not be in default of payment.

## **Article 7**

### **Obligations of the Policyholder and of the Insured person**

1. The Policyholder and the Insured person (or his/her legal representative) shall:
    - a) provide, before concluding the insurance contract, truthful and full replies to Insurer's written questions applying to the negotiated insurance. The same applies in case of amendments in the insurance,
    - b) provide, without undue delay, written notification of any change in the data representing the basis of conclusion of the insurance contract,
    - c) pay insurance premiums in the sum agreed in the insurance contract,
    - d) should the Policyholder or the Insured person knowingly violate the obligation specified in letter a) of this Article, the Insurer shall be entitled to withdraw from the insurance contract or deny indemnity in full scope under the conditions specified in Article 802 of the Civil Code.
  2. The Insured person shall:
    - a) be mindful of ensuring, within his/her possibilities, the non occurrence of an insured event,
    - b) before visit of the healthcare provider or in case of need to use transport referred to in Article 2 Sec. 2 Letter c) and d) to inform the Partner about the occurrence of the insured event, to answer questions regarding the occurrence and course of the insured event and to act in accord with instructions of the Partner. If the Insured person is unable to contact the Partner before healthcare provision due to health reasons, he/she is obliged to do it immediately after the health condition allows him/her to do so,
    - c) on the proposal of the Partner or the Insurer to undergo repatriation if his/her health condition allows it. Otherwise, the Insurer has the right not to provide indemnity,
    - d) efficiently cooperate with the Partner and with the Insurer in case of occurrence of an Insured event, in order to avoid groundless increase of the costs of indemnity based on the Insured event, mainly seek medical examination without undue delay and comply with instructions of the physician,
    - e) grant consent to the attending physician and/or to the health care facility for the provision, by request of the Insurer, of information about the health condition of the Insured person to the Insurer or to the Insurer's contractual physician,
    - f) upon request of the Insurer undergo an examination by the Insurer's appointed physician,
    - g) ensure elaboration, without undue delay, of all medical reports and assessments requested by the Insurer,
    - h) provide truthful and full data in reports and during examination of his/her claim indemnity,
    - i) when having paid the cost of health treatment, present the following documents to the Insurer:
      - ia) medical report, specifying the diagnosis, date of treatment and health anamnesis confirmed by the health care provider,
      - ib) an accounting document issued by a healthcare provider for reimbursement of healthcare expenses, including breakdown of charged services and healthcare items and their prices, in the case of reimbursement of healthcare expenses in the territory of the Slovak Republic, or proof of payment of healthcare expenses in the case of Schengen,
      - ic) document in proof of payment for medicines, showing the prescription number, type of medicine, number of packages, price and imprint of seal of the pharmacy,
      - id) document in proof of payment of transport cost, a doctor's statement on the necessity of transferring the Insured, indicating an urgent treatment,
      - ie) other documents clearly proving the occurrence of the insured event or other documents necessary for the liquidation of the insured event as requested by the Insurer.
- Payment of the applicable indemnity is conditional upon presentation of the documents listed in Letters ia) to ie). If the Insured fails to submit the original documents to the Insurer, he/she is

required to keep original documents for a minimum of one year after reporting the insured event and during this period allow the Insurer to inspect such documents.

- j) in case that reports, testimonials or other documents relating to the insured event are in a language other than Slovak or English, and if the Insurer requests so, to ensure at their own expense the official translation of these documents into the Slovak language.

### **Article 8**

#### **Rights and Obligations of the Insurer**

1. The Insurer is obliged:
  - a) to maintain confidentiality about facts that became known to it at the time of negotiation of the insurance or while executing its administration, or at loss adjustment in case of an Insured person event. In the sense of these GTC FHIS, the Insurer may use such facts only for insurance purposes, except for cases specified in generally binding regulations,
  - b) to return to the Insured person or to other beneficiary the documents required by the Insurer and which were submitted in connection with the insured event, with the exception of original documents on payment, on the base of which the indemnity was provided.
2. The Insurer has the right to request information about the health condition of the Insured person and to examine his/her health while negotiating insurance, at amendments of the insurance contract and in investigations of the claim from insurance, on the following basis:
  - a) medical reports, excerpts and copies of health documentation acquired with consent of the Insured person from health care facilities having such information available,
  - b) medical examination, requested by the Insurer at its own cost, to be performed by the physician appointed by the Insurer.
3. If the Insured person has the right to claim damages caused by the insured event against a third party, this right is passed to the Insurer up to the amount of the indemnity provided by the Insurer.

### **Article 9**

#### **Reduction of Indemnity**

Should the Insured person knowingly violate the provisions of Art. 7 Sec. 1 Letter a) and b) and/or Sec. 2 Letters a) through h) and such violation had a material impact on the occurrence of the insured event or on the indemnity amount, or has made it difficult to identify the reason for indemnity, the extent or amount of the damage, or if the compensation of damage could not be paid in time or if such violation contributed to the occurrence of the insured event or extension of its consequences, the Insurer will be entitled to correspondingly reduce indemnity by up to 90% depending on the effects of the violation upon the scope of the Insurer's obligation to settle. In case of reduction of indemnity against a health care provider the remaining part of the commitment toward this provider shall be payable by the Insured person.

### **Article 10**

#### **Insurance Period and Expiry of Insurance**

1. Insurance is incepted from the 0th hour of the day designed as the beginning of insurance in the insurance contract.
2. When insurance begins on the day of conclusion of the insurance contract, the insurance begins at the time specified in the insurance contract.
3. Insurance expires at lapse of the 24th hour on the day designated as the end of insurance in the insurance contract.

If urgent healthcare cannot be finished before expiration of the insurance and has to continue even after the end of insurance, the Insurer will provide indemnity until the end of urgent healthcare provision, however, no longer than until the 28th day from the day agreed as the end of insurance.
4. Insurance shall also terminate:
  - a) by expiry of eight-day notice period, if the Insured or the Insurer terminates the insurance contract in writing within two months of its conclusion. The notice period begins on the first day following the receipt of the notice by the other party,
  - b) by written agreement of the contracting parties in accordance with the relevant provisions of Civil Code on the date stated in the termination agreement,

- c) by withdrawal from the insurance agreement or refusal of indemnity in accordance with the relevant provisions of the Civil Code,
  - d) by non-payment of premium in accordance with relevant provisions of the Civil Code,
  - e) on the death of the Insured person.
5. Inception of the public health insurance of the Insured person is not a reason for termination of this insurance.

#### **Article 11 Insurance Premium**

1. The sum of the insurance premium shall be determined on the basis of the principles of actuarial calculations and according to the personal data of the Insured person included in the insurance contract.
2. The insurance premium is payable as a lump sum for the entire insurance period on the day of conclusion of the insurance contract at latest, unless specified differently in the insurance contract.
3. The insurance premium is payable in the currency valid in the territory of the Slovak Republic and is deemed settled when paid in full.
4. The Insurer is entitled to default interest, when the policyholder delays the payment of the premium.
5. The Insurer is entitled to the insurance premium from the beginning to the end of insurance.
6. If the insurance is terminated before expiration of the insurance period pursuant to Art. 10 Sec. 4 Letter a) and b), the Insurer shall refund the unused insurance premium to the policyholder on fulfilment of the condition of absence of an Insured event during the insurance period. The Insurer is entitled to deduct total policy administration expenses in the sum of 20 EUR.

#### **Article 12 Change of Insurance**

1. The Contracting Parties may agree in writing about changing the conditions of insurance.
2. Changes of the insurance shall become effective from the calendar day agreed by the Contracting Parties but not earlier than from the day following the conclusion of the written agreement on the change the form of written supplement to the insurance contract.
3. Applications for any changes of the insurance contract must be in a written form.

#### **Article 13 Assistance services**

1. The Insured person is entitled for provision of immediate telephone assistance and help if he/she finds himself/herself in a difficult situation threatening his/her life due to an accident or an acute illness on the territory of the Slovak Republic and Schengen.
2. In such a case, the Insured person shall be entitled to the following assistance services:  
If required by the health condition of the Insured person:
  - a) informing on the healthcare facility to be contacted
  - b) ensuring provision of healthcare by a physician,
  - c) informing the healthcare facility about the way of covering cost for the provided healthcare.In case that the health condition of the Insured person requires hospitalization:
  - d) choosing the healthcare facility appropriate to the health condition of the Insured person,
  - e) continual informing about the health condition of the Insured person and controlling the method and course of treatment by the medical facility,
  - f) ensuring transport of the Insured person back to the country, the travel document of which the Insured person owns, or to the other country in which the Insured person has a stay permission, if it is transport to the Slovak Republic or other country within Schengen,
  - g) informing the healthcare facility about the method of costs payment for the provided healthcare.In case of death of the Insured person:
  - h) ensuring transport of the bodily remains of the Insured person back to the country, the travel document of which the Insured person owns, or to the other country in which the Insured person has a stay permission if it is transport to the Slovak Republic or other country within Schengen.
3. The Insurer shall provide assistance services (indemnity) based on verbal or written request of the Insured person.

4. In case that the Insured person uses the Partner for provision of assistance services, the Insurer is obliged to cover costs for services provided to the Insured person.

#### **Article 14 General Provisions**

1. Revenues of the Insurer and income of the Insured person from insurance are taxable in the sense of generally binding legal regulations, as in force on the territory of the Slovak Republic. The Act No. 595/2003 Coll. on the income tax, as amended by later legislation, specifies settlements from the insurance policies which are exempt from the income tax, along with the items deductible and/or other tax related particulars applying to insurance.
2. The Insured person does not participate in any surplus premiums generated by the Insurer within his management of means of Insured persons.
3. Since insurance concluded by this policy is not a provision-creating insurance, this policy establishes no claim for payment of surrender value in case of termination of the insurance.
4. Insurance is subject to insurance tax pursuant to Act No. 213/2018 Coll. on Insurance Tax and Amendments and Supplements to Certain Acts. The insurance premium is subject to insurance tax in the amount of the applicable legislation.

#### **Article 15 Final Provisions**

1. Deviation of the policy from the provisions of these GTC FHIS is possible, except for Articles no. 1, 12 and 14.
2. The contracting parties agreed that the legal and procedural law applicable in the Slovak Republic will be applied to legal relationships governed by this agreement. All disputes arising out of the insurance contract shall be resolved by the competent court of the Slovak Republic
3. It applies, for the delivery of documents, that the obligation to deliver a document shall be deemed fulfilled on the day of its acceptance or refusal of acceptance by the addressee, or on the day of its returning by the post office as undelivered mail to the dispatching party. Documents shall be delivered to the address last notified in writing.
4. Financial debt of the Contracting Parties discharged by way of a post office or financial institution shall be deemed fulfilled at the time of crediting the account of the eligible person with the sum in question.
5. Complaints on correctness and quality of the Insurer's services are submitted in written form via mail or in person at any of its workplaces or electronically ([staznosti-up@union.sk](mailto:staznosti-up@union.sk) or via contact form placed on [www.union.sk](http://www.union.sk)). The complainant will be informed about the outcome of the complaint settlement within 30 days from receipt of the complaint. In justified cases, the time limit for investigating and handling the complaint may be extended, but not for more than 60 calendar days; the complainant shall be informed in writing of the reason for the delay in later handling of the complaint. For more information about how complaints are handled see [www.union.sk](http://www.union.sk). If the Policyholder, the Insured person or the Beneficiary is not satisfied with settlement of his/her complaint from the side of the Insurer or if he/she has not received any response within 30 days from filing, he/she has the right to submit an alternative dispute resolution to an Alternative Dispute Resolution entity. Also the Slovak Insurance Association ([www.poistovaciombudsman.sk](http://www.poistovaciombudsman.sk), email: [ombudsman@poistovaciombudsman.sk](mailto:ombudsman@poistovaciombudsman.sk)) is the subject of Alternative Dispute Resolution. A complete list of ADR entities is available on the website of the Ministry of Economy of the Slovak Republic [www.mhsr.sk](http://www.mhsr.sk).
6. These General Terms and Conditions of Foreigners' Health Insurance SIMPLE GHC FHIS/0122 were approved on 10.11.2021 and become effective as of 01.01.2022.