

## INSURER INFORMATION

**Insurer: Colonnade Insurance S.A.**, with its registered office at L-2350 Luxembourg, rue Jean Piret 1, the Grand Duchy of Luxembourg, registered in Registre de Commerce et des Sociétés in Luxembourg, registration no. B61605, acting through

Colonnade Insurance S.A., branch office, with its registered office at Na Pankráci 1683/127, 140 00 Prague 4, identification no. 044 85 297, registered in the Commercial Register administered by the Metropolitan Court in Prague, file no. A 77229.

### Contact details

Colonnade Insurance S.A., branch office, Na Pankráci 1683/127, e-mail: [info@colonnade.cz](mailto:info@colonnade.cz), tel.: +420 234 108 311, [www.colonnade.cz](http://www.colonnade.cz)

### Supervisory authorities

Commissariat aux Assurances, 7, boulevard Joseph II, L - 1840 Luxembourg, Grand Duchy of Luxembourg; and Česká národní banka, Na Příkopě 28, 115 03 Prague 1.

### Governing law

Czech law (in particular Act no. 89/2012 Sb., Civil Code).

### Language

Czech (for all documentation and communication).

### Dispute resolution

Competent courts of the Czech Republic, for extrajudicial dispute resolution, Czech Trade Inspection Authority ([www.coi.cz](http://www.coi.cz)), and for distance contracts (made online), the electronic platform of ODR (<http://ec.europa.eu/odr/>).

### Complaints

The insurer will exercise best endeavours in order to provide the policyholder and the insured with good quality services. However, should the policyholder or the insured be dissatisfied with the insurer's services, they may turn to the insurance company in writing. Complaints will be dealt with within 30 days after the date of delivery. Complaints may be filed with the supervisory authority and the Czech National Bank (contacts and complaint form available at [www.cnb.cz](http://www.cnb.cz)).

### Further information

Solvency report: [www.colonnade.cz/o-nas/solvency/](http://www.colonnade.cz/o-nas/solvency/)

Personal data protection: [www.colonnade.cz/ochrana-osobnich-udaju/](http://www.colonnade.cz/ochrana-osobnich-udaju/)

## PRECONTRACT INFORMATION

**The insured:** a client who purchased a stay including insurance through Lipno Lake s.r.o., acknowledges that by acceding to the insurance contract, the insurance is made against the insured events. The insured is aware of the rights of the insured who acceded to the insurance, which differ from the rights of the policyholder arising from the insurance contract made between Colonnade Insurance S.A. and Lipno Lake s.r.o. (the parties to the insurance contract regarding the particular cover), and the insured acquainted him/herself with their rights.

**Policyholder: Lipno Lake s.r.o.**, registered with the Commercial Register maintained by the Regional Court in České Budějovice, file no. C13968, identification no. 26100452, registered office building no. 302, 382 78 Lipno nad Vltavou, offers its clients cancellation insurance in regard to its accommodation services. The clients may accede to the insurance contract as the insured upon the reservation/purchase of a stay. The premium is paid as a one-off payment through the policyholder.

**The cancellation insurance** provides cover to the insured if they have to cancel or interrupt a previously booked and paid stay due to a death, accident or an acute illness of the insured or their family members, dismissal from employment and other events outside the sphere of influence of the insured that are listed in the insurance conditions, with which the client interested in taking out the insurance is obliged to acquaint themselves prior to acceding to the insurance contract.

The deductible of the insured is 20 % of the price of the stay. The cancellation insurance becomes effective when the insured books their stay, arranges the insurance and pays the premium. The cancellation insurance terminates when the stay commences, the insurance against interruption of stay terminates on the last day of the stay.

The insurance is governed by the Czech law. If an insured event occurs, the insured must fill in a form available on the website [lipnolake.cz](http://lipnolake.cz) and send it to the insurer with the documents required.

Information regarding your personal data processing by the insurer is available at <https://www.colonnade.cz/ochrana-osobnich-udaju/>.

## PRODUCT LIST

The aim of the product list is to provide a summary and basic information regarding the products offered by Colonnade Insurance to Lipno Lake s.r.o. More detailed information regarding the insurance products is available in the information about the insurance product (IPID), the insurance contract and the insurance conditions. The product list

proves the expertise and professional skills of the insurer under section 4(2) and section 55(2) Act no. 170/2018 Sb.

Summary: Cancellation insurance Lipno Lake s.r.o.	
The insured:	Clients of the policyholder who arrange the insurance as part of the stay purchased; children under 18, adults under 65
Commencement of insurance	date of the purchase of the stay on which the insurance is arranged and the premium is paid
Termination of insurance:	commencement of the stay for the cancellation insurance, end of stay for the insurance against interruption of stay

Insurance risk	Limit of cover
Cancellation insurance	up to the amount of the price for the stay, max. CZK 120.000
Deductible per insured event	20 %
Max. limit per person, family or group of travellers and per one insured event	CZK 120.000

## INSURANCE CONDITIONS - CANCELLATION INSURANCE

### 1. RECITALS

These insurance conditions govern the *cancellation* insurance. The specific scope of cover is defined by the particular *insurance contract*. Insurance hereunder applies to the insured events defined below, provided that all terms and conditions specified in the *insurance contract* and herein are met, and provided that no exclusions under the general or the relevant specific part hereof apply thereto. The insurance conditions and the *overview* define the amount of the indemnity that the *insurer* is obliged to provide if any of the insured events occur.

In the case of contradictions between the provisions of the *insurance contract* or the *overview* and the provisions hereof, the relevant provisions of the *insurance contract* or the *overview* prevail. In the case of contradictions between the provisions of the *insurance contract* and the *overview*, the relevant provisions of the *insurance contract* prevail.

### 2. GENERAL DEFINITIONS

Words in *italics* that are used in the *insurance contract*, the *overview* or herein have a specific meaning defined in this article hereof, unless they are defined specifically for the relevant insurance policy.

#### Insurance validity period

Time during the *insured period* defined in the *overview* during which the insurance policy agreed in the *insurance contract* applies to the *insured*.

#### Hospitalization

Admission of the *insured* to an inpatient ward of a hospital or another medical facility providing inpatient care, with the exception of facilities excluded hereinbelow, as an admitted patient for at least 24 hours.

#### Physician

A registered physician who is licensed to practice medicine and who is not *the insured*; next of kin of *the insured*; an *employee* of the *policyholder* or an *employee of the insured*.

#### Indemnity limit

Maximum amount of indemnity from indemnity insurance specified in the *overview* or herein.

#### Illness

*Illness* that occurs randomly, not as a result of a condition or a disorder, in connection with which *the insured* was recommended to undergo treatment during 12 months preceding the commencement of the relevant insurance policy.

#### Civil Code

Act no. 89/2012 Sb., Civil Code, as amended.

#### Life insurance beneficiary

A person who is entitled to the benefit in the event of death of *the insured*, determined in accordance with the provisions of the *Civil Code*.

#### Stay

A stay in a holiday apartment booked with the policyholder.

#### Insurer

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#### Insured amount

The amount of indemnity specified in the *overview* as a fixed amount.

#### Insured period

Period, for which the insurance is made and which is specified in the *overview*.

#### Insurance contract

*Insurance contract* made between the *insurer* and the *policyholder* for the insurance policy hereunder.

#### Insurance period

A period of time agreed in the *insurance contract* for which regular premium is paid; unless the *insurance contract* determines otherwise, the insurance period is one year. The first insurance period commences on the date of the commencement of the insurance.

#### Policyholder

A legal entity or an individual specified as the *policyholder* in the *insurance contract*.

#### The Insured

Any legal entity or individual specified in the *overview* as *the insured*. The *policyholder* may also be *the insured*.

#### Rules of Personal Data Protection

Principles and rules applied by the *policyholder* in the course of personal data processing as part of the administration of the *insurance contract*, available on the *policyholder's* website.

#### Overview

Overview of *insured amounts* and other parameters of the insurance policy that is incorporated in the *insurance contract*.

#### Family member

Is the partner, children, adopted children or children in foster care, partner's children, parents, father-in-law, mother-in-law, partner's parents, grandparents, siblings, step siblings, daughter-in-law, son-in-law, fiancé or fiancée;

#### Stabilized chronic disease

An *illness* (including post-accident conditions) that existed on the date of commencement of the insurance policy, however during the past 12 months the condition did not deteriorate, require *hospitalisation*, sick leave or a change in medication or indicated the need to seek medical help.

#### Accident

A sudden, unexpected and unforeseen event caused by external forces or one's own physical force, independently on the will of *the insured* which occurs during the term of the relevant insurance policy.

### 3. GENERAL EXCLUSIONS

The insurance hereunder does cover any loss event or damage caused as a result of or in connection with:

- a) intentional self-inflicted injury, suicide or attempted suicide, crime or attempted crime;
- b) an *illness* or an *accident* that provably occurred under the influence of alcohol and/or narcotic substance or drugs that were not prescribed by a physician and/or if the drugs prescribed by a physician were used contrary to the instructions of the manufacturer;
- c) AIDS/HIV, or other sexually transmitted diseases;
- d) any *accident* or consequences thereof or illness that existed prior to the commencement date of the insurance; with the exclusion of a *stabilised chronic disease*.
- e) ionizing radiation or radioactive contamination from any nuclear fuel or
- f) nuclear waste from burning nuclear fuel; radioactive toxic explosive or other hazardous device of any explosive nuclear device or a nuclear component thereof;
- g) spreading, use or discharge of pathogenic or toxic biological or chemical substances;
- h) war (declared or undeclared); terrorism or events of violence;
- i) flying of any kind, with the exception of transport as a paying passenger on a regular flight or a charter flight;
- j) active engagement in any risk sport, including parachuting, gliding, flying a motor glider, flying ultralight and sport aircrafts, ballooning, hand gliding, paragliding, parasailing, skydiving and any aviation sports; climbing, rafting and other white-water activities,
- k) skiing and snowboarding outside designated ski slopes, scuba diving, speleology and bungee jumping and other adrenaline/extreme sports, unless agreed otherwise;
- l) professional sports activities (races, competitions, including preparation and training sessions), and during organised professional sports events;
- m) participation in a race or a competition of motor vehicles on land, water or in the air, including training rounds;
- n) service or training with any military, police, paramilitary organisation or militia,
- o) post-traumatic stress disorder; psychological or mental disease or disorder, with the exception of incurable mental diseases that occur as a direct result of an accident;

If it is agreed in the *insurance contract* that any of the exclusions will not apply, the validity of the remaining exclusions is not prejudiced. In the *insurance contract*, other exclusions may be agreed, or the exclusions listed herein may be amended.

### 4. GENERAL CONDITIONS

#### 4.1 Assignment

Neither the *insurance contract* nor the rights and obligation arising from the contract may be assigned without a prior written consent of the insurer.

#### 4.2 Exclusion of provisions concerning adhesion contracts

If the *policyholder* is an entrepreneur, the provisions of the *Civil Code* regarding adhesion contracts are not applicable.

#### 4.3 Insurance interest

- a) The insurance policy may be taken out only if there is a continuing insurance interest on the part of the *policyholder*, i.e. if the *policyholder* has a legitimate need of protection against the effects of an insured event.
- b) Should the *policyholder* knowingly insure a non-existent insurance interest, but the *insurer* did not and could not know about that, the *insurance contract* is invalid; however, the *insurer* is entitled to a fee corresponding to the *premium* until the *insurer* found about the invalidity.
- c) The *policyholder* and *the insured* are obliged to inform the *insurer* without undue delay in writing about the termination of the insurance interest. At the moment of the termination of the insurance interest the insurance policy terminates as well; however, the *insurer* is entitled to *premiums* until the moment at which the insurer learnt about the termination of the insurance interest.
- d) Should any indemnity from any insurance policy be provided hereunder to the *policyholder* instead of *the insured* or the *life insurance beneficiary*, the *policyholder* must prove to the *insurer* that *the insured* has given his/her consent to the procedure latest on the date, on which the insured event occurs; for the avoidance of doubt, the insurance does not terminate by the expiry of three months after the date of making of the *insurance contract* if the consent is not proven to the *insurer*. If the consent is not proved, the indemnity will be provided to *the insured* or, if *the insured* dies, to the *life insurance beneficiary* determined in compliance with the *Civil Code*.

#### 4.4 Change in insurance risk

- a) Neither the *policyholder* nor *the insured* are allowed to do anything that would increase the insurance risk in any way without the *insurer's* consent or enable a third party to do so.
- b) The *policyholder* is obliged to inform the *insurer* without undue delay in writing about any change in the insurance risk, including, but not limited to, any substantial change in its business activities during the insured period, including establishing a new company or a transfer or an acquisition of a share in a company.
- c) If the insurance risk is increased, in accordance with the relevant provisions of the *Civil Code*, the *insurer* is entitled to suggest an increase of the *premium* or to terminate the insurance, and it has further rights in connection with the breach of the obligation to inform about a change in the insurance risk determined by the *Civil Code*.

#### 4.5 The insurance terminates:

- a) upon the expiry of the insured period, however only if the *insurer* or the *policyholder* inform the other party at least six weeks before the expiry of the insured period in writing that they are not interested in the continuation of the insurance; in the opposite case, the insurance is extended under the same conditions for the same insured period;
  - b) by an agreement between the *insurer* and the *policyholder*;
  - c) by the termination of the insurance interest, the termination of the insurance peril, on the day of the death of *the insured* or the day of the refusal to provide indemnity;
  - d) by a notice of termination by any of the parties in cases set down by the *Civil Code*, in particular within two months after the date of execution of the *insurance contract* or within three months after the date of notification of an insured event, or at the end of the insurance period by a notice of termination delivered to the other party at least six weeks before such a date;
  - e) by withdrawal in cases specified in the *Civil Code*;
  - f) by the expiry of a time limit specified in the *insurer's* reminder to pay outstanding premium, to no effect;
  - g) in other cases determined in the *Civil Code*.
- For the avoidance of doubt, however, if any of the reasons for the termination of the insurance policy applies only to a particular *insured*, only the relevant insurance policy terminates and only in relation to the relevant *insured*.

#### 4.6 Consequences of breach

If a lower premium has been agreed as a result of a breach of an obligation by the *policyholder* or *the insured* during the negotiations regarding the making of the insurance contract or a change thereto, the *insurer* is entitled to decrease the *indemnity* by the ratio of the *premium* it received to the *premium* it was entitled to receive.

If a breach of an obligation by the *policyholder*, *the insured* or another person, who is entitled to the indemnity, had a substantial influence on the occurrence of the insured event, its development, an increase of the extent of the consequences thereof or on establishing or determining the amount of the indemnity, the *insurer* is entitled to decrease the indemnity proportionately to the impact of the breach on the extent of the *insurer's* obligation to provide indemnity.

The *insurer* may refuse to provide indemnity under the *insurance contract* if the cause of the insured event was a fact, about which the *insurer* learnt only after the emergence of the insured event and which it was unable to find out about when the insurance or any change thereto was agreed as a result of the fact that any written questions were answered in a false or incomplete way, either deliberately, or by negligence, and provided that the *insurer* would not have

- made such an insurance contract had it been aware of such facts or made the contract under different terms and conditions.
- 4.7 Fraudulent submission of claim**  
If, when submitting a claim, the *policyholder*, the *insured* or a *beneficiary* consciously state any false or grossly misrepresented information concerning the extent of the insured event or if they withhold any relevant information concerning the event, the *insurer* may refuse to provide indemnity.
- 4.8 Governing law, jurisdiction and register of contracts**
- a) The *insurance contract* and the insurance are governed by the law of the Czech Republic and any disputes arising from it will be submitted to Czech courts.
- b) If this *insurance contract* or an amendment to the *insurance contract* (hereinafter the "contract") is subject to publication in the Register of Contracts (hereinafter the "Register") under Act no. 340/2015 Sb., the *policyholder* undertakes to publish it in the extent, manner and within time limits determined by the Act specified above. That does not divest the *insurer* of the right to publish the contract in the Register on its own, and the *policyholder* agrees to it. If the *policyholder* is different from the insured, the *policyholder* confirms that the *insured* agrees with the publication of the contract.
- When filling in the form for the publication of the contract in the Register, the *policyholder* is obliged to state information regarding the *insurer* (as a party to the contract) and state: 33qanji in the field entitled "Datová schránka" (*Data box*). The *policyholder* undertakes to ensure that information that is not to be published is obliterated (e.g. personal data of individuals).
- The contracting parties agree that from the date of effect of the contract by publication in the Register, the effect of the insurance, including the rights and obligations arising from the contract, applies to the period from the date specified as the commencement of cover (or the date specified as the commencement of changes made by the amendment, if it concerns an amendment) onward.
- 4.9 Form of legal acts and delivery**  
Legal acts, the result of which is to be a formation or termination of insurance, must be made in writing. Legal acts, the result of which is to be a change in the insurance, or any announcements or notices may be made in another text form (e.g. by electronic mail); however, the *insurer* is entitled to request that the relevant act, announcement or notice be additionally submitted in writing. Legal acts and notices must be sent to the *insurer* to the following address or to another address announced by the *insurer* to the *policyholder* at a later point:  
**Colonnade Insurance S.A., branch office**  
Na Pankráci 1683/127, 140 00 Prague 4  
All notices to the *policyholder* will be sent to its address specified in the insurance contract or to another address announced by the *policyholder* to the *insurer* at a later point. The *policyholder* is obliged to inform the *insurer* about any change in the delivery address without undue delay. Any failure to notify about such a change is considered for the purpose of delivery as hindering of delivery and the relevant notice will be deemed duly delivered on the third day after being mailed (or on the fifteenth day, if the delivery address is outside the Czech Republic).  
Any announcement or notice to be delivered to the *policyholder*, the *insured* or a *beneficiary* will be deemed delivered at the moment, at which the recipient thereof actually accepts it or at the moment at which the recipient refuses to accept the delivery, or in other cases that are considered as due delivery under the Civil Code.
- 4.10 Other insurance**  
The *policyholder* is obliged to inform the *insurer* without undue delay about the arrangement of any insurance related to the same or similar insured events, to which the insurance policies or *insurance contracts* relate that are arranged as indemnity insurance; the *insurer* must be informed about the existence of such insurance if a claim is made.  
If there is such an insurance, the indemnity from indemnity insurance will be provided in accordance with the rules applicable to multiple insurance, with the exception of retraining expenses insurance, insurance against funeral expenses and wheelchair expenses.
- 4.11 Premium**  
The *policyholder* is obliged to pay the premium within the maturity period specified in the *insurance contract*, unless the *policyholder* and the *insurer* agree otherwise. The premium or a premium instalment is deemed to be paid on the date on which it is credited to the account of the *insurer* specified in the *insurance contract*.  
The *policyholder* is obliged to pay to the *insurer* any premiums in arrears under the preceding paragraphs within thirty days after receiving the statement for the relevant period. The *insurer* is obliged to return to the *policyholder* any overpayment of premium determined in accordance with the previous paragraph within thirty days after the statement for the relevant period is prepared.
- 4.12 Prevention obligation**  
The *policyholder* and each *insured* must take all reasonable measures in order to prevent the occurrence of an insured event or to mitigate its impact.
- 4.13 Reporting a loss event and necessary co-operation**  
The *policyholder*, the *insured*, and the *beneficiary* are obliged to:
- a) report any loss event to the *insurer* without undue delay, within thirty days after the date, on which such a loss event occurs;
- b) submit to the *insurer*, in a form required by the *insurer* and at their own expense, all documents evidencing the entitlement to an indemnity, in particular the documents specified below, documents specified for the relevant insurance or other necessary documents requested by the *insurer*:
- (i) the *insurer's* form for reporting a loss event;  
(ii) relevant medical report in the case of an *accident* or an *illness* from which the nature and extent of the consequences of the *accident* or the *illness* arise as well as the exact diagnosis;  
(iii) in the event of death - the original of the death certificate or the declaration of the death (or a verified copy thereof) and an official document confirming the identity of the *life insurance beneficiary*;
- c) The *insured* is obliged to submit to a medical examination upon the *insurer's* call by a *physician* appointed by the *insurer*; the costs of the examination are paid by the *insurer*.
- 5. PERSONAL DATA PROTECTION**
- 5.1 Privacy Notice**  
In the course of administration of the *insurance contract*, personal data are processed. Further information regarding the manner, purpose and period of processing of personal data, including all rights that may be exercised in this respect, please refer to the website of the *insurer*:  
<https://www.colonnade.cz/ochrana-osobnich-udaju/>.
- 5.2 Informing the life insurance beneficiary, beneficiary and the insured about the rules of personal data protection**  
Should the *policyholder* be different from the *life insurance beneficiary*, *beneficiary* and/or the *insured*, the *policyholder* is obliged to inform them about the *rules of personal data protection* within one month after the date on which the *policyholder* provided the *insurer* with their personal data, and inform them that the current version of the *rules of personal data protection* available on the website of the *insurer*.
- 6. COMPLAINTS**  
The *insurer* will exercise best endeavours in order to provide the *policyholder* and the *insured* with good quality services. However, should the *policyholder* or the *insured* be dissatisfied with the *insurer's* services, they may turn to:
- a) the insurance broker through whom the *insurance contract* was made, or  
b) Colonnade S.A., branch office, Na Pankráci 1683/127, 140 00 Prague 4. The *insurer* will endeavour to solve any issues directly with the *policyholder* or the *insured*, however if the *insurer* is not able to comply, the *policyholder* or the *insured* may turn to the Czech National Bank at the address of Česká národní banka, sekce regulace a dohledu nad pojišťovnami, Na Příkopě 28, 115 03 Prague 1, Tel.: +420 224 411 111. You can turn to the Czech National Bank directly at any time.
- 7. CANCELLATION INSURANCE**
- 7.1 Cancellation insurance** provides cover against cancellation or interruption of a *stay* before it commences, respectively after it commenced, due to reasons specified below that are outside the control of the *policyholder* or the *insured*. The insurance is an indemnity insurance.
- 7.2 Cancellation fees** are fees that the *insured* was obliged to pay to the *policyholder* for a cancellation or interruption of stay, or a non-refundable advance payment the *insured* has paid to the *policyholder* that is not to be refunded to the *insured* if the stay is cancelled.
- 7.3 Cancellation insurance** must be arranged concurrently with the payment of the advance.
- 7.4 Insurance against cancellation** becomes effective by the payment of the costs of the *stay* and terminates on the day of commencement of the *stay*. Insurance against interruption of stay becomes effective by the payment of the costs of the *stay* and terminates on the last day of the *stay*.
- 7.5 If the insured** must cancel or interrupt his/her stay for the reasons listed below, the *insurer* will provide *indemnity* agreed in the insurance contract for the *cancellation fees* paid, if they may not be recovered in any other way, minus the agreed deductible:
- a) Death, *accident* or *acute illness* of a *family member* of the *insured* or a person who was supposed to stay with the *insured* that occurs during the insured period;  
b) Death, *accident* or *acute illness* that prevents the insured from commencing or completing their stay;  
c) the *insured* is summoned to court as a witness (not as an expert witness) or is put in obligatory quarantine.  
d) an accident of a motor vehicle, by which the *insured* was planning to travel that occurred within 7 days before the planned departure and as a result of which the motor vehicle is not roadworthy (this applies to the *insured* who is to drive him/herself to get to the place of the *stay*)  
e) if the employment of the *insured* is terminated not by their own fault and is entitled to receive unemployment benefits under the relevant laws and regulations and if at the moment of booking the *stay*, the *insured* had no reason to expect that their employment would be terminated;

- f) if within 48 hours before the date of the planned departure there is a burglary or a theft in the home of *the insured* or if considerable damage to property occurs due to a natural disaster within 30 days before the planned departure and *the insured* provides evidence that he/she cannot commence his/her stay;
- 7.6 If the stay is cancelled or interrupted by one of *the insured* and the stay was paid jointly, the *insurer* will indemnify only a proportionate part of the *cancellation fees*.
- 7.7 The insurance against the *cancellation* of the stay does not cover the costs:
- a) if *the insured* does not want to commence the *stay*;
  - b) incurred by *the insured* because he/she failed to inform the *policyholder* about cancelling the *stay* immediately after *the insured* found it was necessary to cancel the *stay*;
  - c) incurred due to an *accident or illness* of *the insured* connected with a medical condition of *the insured* of which *the insured* was aware prior to arranging the insurance, with the exception of any *stabilized chronic illness*. This exclusion from insurance applies in relation to the family members or individuals with whom *the insured* was to travel;
  - d) in connection with a pregnancy or birth, if the pregnancy at the beginning of the *stay* had lasted at least 26 weeks or 22 weeks if the pregnancy was known to be multiple pregnancy (unless the pregnancy is confirmed only after the date of confirming the booking of the *stay* or after the date of effect of the *insurance contract of the insured*) and it is necessary to cancel the *stay* of *the insured* for medical reasons;
  - e) as a result of a termination of employment by *the insured*;
  - f) as a result of legal and other generally binding regulations and measures of any state or a public authority.