

# TERMS AND CONDITIONS OF TRAVEL INSURANCE

In effect as of 28 July 2025

## INTRODUCTORY PROVISIONS

The Terms and Conditions of Travel Insurance are an integral part of the travel insurance contract concluded by the policyholder with UNIQA osiguranje d.d.

### Article 1

## TERMS

Certain terms in these Terms and Conditions have the following meanings:

**Insurer** - UNIQA osiguranje d.d., Zagreb, Planinska 13 A, PIN: 75665455333;

**Policyholder** - a natural or legal person who has concluded a travel insurance contract with the insurer;

**Insured person** - a natural person to whom the insurance applies;

**Insurance beneficiary** - a person to whom the insurance is paid. In the event of the insured person's death, the insurance beneficiaries are the legal heirs; in the event of trip cancellation, the beneficiary is the person who paid for the trip; in the event of disability and luggage insurance, the insurance beneficiary is the insured person. If a minor is the insurance beneficiary, the insurer shall transfer the payment of the insured amount or compensation to the account of the minor child-insurance beneficiary.

In the case of liability insurance, the insurer is liable for damage caused by an insured event only if a third party claims compensation for such an event;

**Third party** - a person who is not the subject of the insurance contract, i.e. a person whose liability is not covered by the insurance;

**Amateur athletes** - persons who do not engage in sports as their main occupation, although they are registered members of a sports organization in which they train and for which they compete. Any compensation they receive does not constitute their regular income;

**Professional athletes** - persons who engage in sports as their primary occupation and receive regular income for the same;

**Amateurs** - persons who engage in sports occasionally and are not registered members of a sports organization;

**Insurance amount** - the maximum amount of money up to which the insurer is liable for one harmful event, and must be indicated in the policy for each insured risk;

**Insurance indemnity** - the amount of money that the insurer pays out per one insured event;

**Premium** - the amount paid for insurance under the insurance contract;

**Insured event** - an event caused by the insured risk. The risk covered by the insurance (insured risk) must be future, uncertain and independent of the exclusive will of the policyholder or the insured person;

**Policy** - a document on the concluded insurance contract;

**Insurance contract** - consists of: an offer, if the insurance contract is concluded on the basis of a written offer, the policy, these Terms and Conditions, special conditions or clauses;

**Telemedicine** - a consultation with a physician remotely, via a digital platform;

**Remotely concluded insurance contract** - an insurance contract concluded between the insurer and the policyholder within the

framework of an organized system of sales or provision of services without the simultaneous physical presence of the contracting parties in one place, whereby up to the moment of concluding the contract and for the conclusion of the contract, one or more means of remote communication are exclusively used;

Means of remote communication - means that can be used to conclude a remotely concluded contract without the simultaneous physical presence of the insurer and the policyholder, such as the internet, telephones with and without human intervention, electronic mail;

**Helpdesk of UNIQA osiguranje d.d.** - an assistance company that has concluded a business cooperation agreement with the insurer under which services are provided to the insured person abroad in accordance with the coverage of the contracted insurance policies.

The Croatian Financial Services Supervisory Agency with its headquarters in Zagreb is responsible for the supervision of insurers;

### Travel package

1. A combination of at least two different types of travel services for the purposes of the same trip or holiday if:
  - (a) those services are combined by a single trader, inter alia at the request or in accordance with the choice of the traveller, before a single contract for all services has been concluded; or
  - (b) regardless of whether separate contracts have been concluded with individual travel service providers, if those services:
    - i. are purchased at a single point of sale and selected before the traveller has agreed to pay;
    - ii. are offered, sold or charged at a flat-rate or total price;
    - iii. are advertised or sold under the name "travel package" or a similar name;
    - iv. are combined after the conclusion of a contract whereby the trader gives the traveller the right to choose between different types of travel services; or
    - v. purchase from individual traders through linked online booking processes where the trader with whom the first contract was concluded provides the traveller's name, payment details and email address to the second trader or traders and the contract with the second trader or traders is concluded no later than 24 hours after the confirmation of the booking of the first travel service.
2. A combination of travel services where at most one type of travel service is combined with one or more tourist services is not a travel package if the latter services:
  - (a) do not constitute a significant part of the value of the combination, are not advertised as an essential feature of the combination or otherwise represent an essential feature of the combination; or
  - (b) are selected and purchased only after the performance of the travel service has begun;

**Extraordinary circumstances** - circumstances that could not have been avoided, a situation beyond the control of the insured person who refers to such a situation and whose consequences could not have been avoided even if all reasonable measures had been taken.

## COMMON GENERAL PROVISIONS

### Article 2

#### WHO CAN BE INSURED

1. Pursuant to the provisions of these Terms and Conditions, the following may be insured:
  - a. Croatian citizens and foreigners who have a regulated temporary or permanent residence in the Republic of Croatia;
  - b. foreigners who are staying as tourists outside their country of residence and who do not perform part-time work during their stay in the Republic of Croatia.

In this specific case, insurance coverage is valid exclusively on the territory of the Republic of Croatia.

2. Insurance may be concluded for persons listed in paragraph 1 of this Article, regardless of their health status and working capacity, except for persons with severe mental or physical disabilities and diseases of the nervous system and persons deprived of legal capacity.
3. Persons with a maximum age of 80 years may be insured.
4. Pursuant to the provisions of these Terms and Conditions, Croatian citizens working abroad may also be insured if they are not covered by compulsory health insurance in the foreign country in which they work. Insurance may be contracted only as a short-term policy with a surcharge in accordance with the Table of Occupations with Increased Risk from the Travel Insurance Price List.

### Article 3

#### TERRITORY OF INSURANCE VALIDITY

1. The insurance is valid in all countries of the world and in the Republic of Croatia, unless otherwise agreed.
2. Unlike paragraph 1 of this Article, insurance coverage for private liability insurance is limited to countries on the European continent. In the case of voluntary health insurance, insurance coverage is excluded in the Republic of Croatia for Croatian citizens and foreigners who have a regulated temporary or permanent residence in the Republic of Croatia and in the country in which the insured person has compulsory health insurance. Insurance coverage for foreigners who are staying outside their country of residence as tourists and who do not perform part-time work during their stay in the Republic of Croatia is valid exclusively on the territory of the Republic of Croatia.

### Article 4

#### RIGHTS UNDER THE INSURANCE

1. According to these Terms and Conditions, it is possible to contract:
  - voluntary health insurance of persons during their trip and stay abroad and in the Republic of Croatia for foreigners;
  - insurance against the consequences of accidents during travel;
  - luggage insurance;
  - insurance for cancellation or interruption of travel, insurance for cancellation of business trips;
  - flight delay insurance;
  - private liability insurance.
2. The contracted insurance rights must be stated in the policy and the insurance premium must be paid therefor.
3. If an additional premium has not been paid for a certain increased risk in accordance with the insurer's price list, the insurance rights shall be reduced in the ratio between the paid premium and the premium that the policyholder should have paid.
4. If a group of insured persons is insured with one policy, the maximum amount of the insurer's liability per one harmful

event for all insured persons listed on one insurance policy shall be EUR 265,445.62.

### Article 5

#### CONCLUSION OF THE INSURANCE CONTRACT AND ITS DURATION

1. Insurance against cancellation or interruption of a trip and cancellation of a business trip is generally concluded when contracting a trip or purchasing an airline ticket, and it can be contracted no later than 7 (seven) days from the date of purchase or payment of the travel ticket (including airline tickets), paid accommodation or accommodation reservation. If the trip or travel ticket is paid for in installments, the date of payment is the date of payment of the first installment. The risk of cancellation or interruption of a trip cannot be contracted if there are less than 14 (fourteen) days left until the start of the trip.
2. Flight delay insurance is concluded during, or on the day of purchasing the airline ticket.
3. The insurance contract is concluded when the policyholder and the insurer sign the insurance policy, and the insurance obligation commences when the insurance premium is paid in full.
4. If the insurance contract is concluded on the basis of a written offer, the signature of the policyholder on the offer is considered as a signature on the policy.
5. The insurance can be contracted as either short-term insurance with a duration of 1 to 364 days or as annual insurance.
6. In the event that annual insurance is contracted, the duration of the insurance is exclusively one year within which the insured person is entitled to insurance coverage for the contracted insurance rights for an unlimited number of trips abroad. In any case, the insurance coverage is limited to 5 (five) weeks (35 (thirty-five) days) per trip.
7. The annual insurance is extended from year to year if neither contracting party cancels it and provided that the premium has been paid by the beginning of the next insurance year. Each contracting party may cancel the annual travel insurance contract by notifying the other contracting party in writing no later than 30 days before the end of the current insurance year.
8. The insurance shall in any case be terminated if the insured person dies or becomes 100% permanently disabled and if the insured person becomes mentally ill or completely deprived of legal capacity.
9. An insurance contract concluded outside business premises or concluded remotely may be unilaterally terminated by the policyholder within 14 (fourteen) days without providing reasons therefor. The right to terminate the contract may be exercised only in the case of a long-term, or annual, insurance policy. The request for termination of the contract must be sent within the termination period, in writing to the insurer's email address: [info@uniqa.hr](mailto:info@uniqa.hr) or by mail to the insurer's registered office.

### Article 6

#### COMMENCEMENT AND END OF INSURANCE

1. Voluntary health insurance of persons during travel and stay abroad and in the Republic of Croatia for foreigners  
Insurance coverage commences at 12:00 a.m. on the day specified in the policy as the commencement date of the insurance policy, but not before the insured person crosses the state border on the way abroad (the border of the country of registered residence / permanent residence), provided that the insurance premium has been paid by then, and ends after the insured person crosses the state border on the return to the country of registered residence / permanent residence, and no later than

12:00 a.m. on the day specified in the policy as the expiry date of the insurance policy.

In the case of voluntary health insurance of persons during travel and stay abroad and in the Republic of Croatia for foreigners, costs incurred after the contracted insurance period are covered within the contracted insurance amount for a maximum period of 4 (four) weeks after the expiry of the contracted insurance period, but only if it is proven that returning from abroad (the Republic of Croatia for foreigners) is not possible due to health reasons.

## 2. Accident insurance, luggage insurance and private liability insurance

Insurance coverage commences at 12:00 a.m. on the day specified in the policy as the commencement date of the insurance policy, but not before the trip begins (if the insurance premium has been paid in full by then) and ends after the trip ends, and no later than 12:00 a.m. on the day specified in the policy as the expiry date of the insurance policy.

## 3. Trip cancellation or interruption insurance, business trip cancellation insurance and flight delay insurance

The insurance coverage commences at 12:00 a.m. on the day indicated in the policy as the date of conclusion of the insurance contract (if the insurance premium has been paid in full by then), and ends at 12:00 a.m. on the day on which half of the insured person's scheduled trip expires. In the case of trip cancellation or interruption insurance in a private arrangement and in the case of business trip cancellation insurance, the insurer's obligation to insure commences at 12:00 a.m. on the day on which the train ticket was purchased, or the hotel or similar reservation was paid, and ends at 12:00 a.m. on the day on which 50 (fifty)% of the insured person's scheduled trip expires, if the insurance premium has been paid in full by then.

In the event of a flight delay, insurance coverage commences at 12:00 a.m. on the day the airline ticket was purchased and ends at 12:00 a.m. on the day specified in the policy as the expiry date of the insurance policy, if the insurance premium has been paid in full by then.

4. If the traveller, in the event of unavoidable extraordinary circumstances that occurred at or near the destination and that significantly affect the performance of the travel package or that significantly affect the transportation of passengers to the destination, exercises their right to terminate the travel package contract before the beginning of the trip, the insurance contract shall be terminated with a refund of the premium. In this case, a full refund of all payments for the travel package shall be made by the travel agency that received them, and the insured person shall not be entitled to additional compensation.

## I. GENERAL PROVISIONS

### Article 7

## NOTIFICATION OF THE INSURED EVENT AND EVIDENCE PROVIDED TO THE INSURER

1. An insured event under travel health insurance shall be notified by telephone to the Helpdesk of UNIQA osiguranje, and for other types of coverage by submitting a notification at [www.uniqa.hr](http://www.uniqa.hr), or in writing to the e-mail [prijava.stete@uniqa.hr](mailto:prijava.stete@uniqa.hr) or the address of the insurer's headquarters in Zagreb.
2. The insurer may request a translation of invoices and accompanying medical documentation. The translation costs shall be deducted from the amount of the insurance indemnity.
3. The insurer is authorized, at its sole discretion, to request all relevant evidence related to each individual insured event, which, according to the circumstances of the individual case, is necessary to determine the insurer's obligation and its amount.

### Article 8

## PAYMENT OF THE INSURANCE PREMIUM

1. The insurance premium must be paid in one lump sum prior to the start of the trip, unless otherwise agreed.
2. If the premium is paid through a post office, bank or other payment institution, the premium shall be deemed to have been paid on the day such institution receives the order for payment of the premium.
3. If payment of the premium in installments has been agreed, in the event that the insured event occurs, all unpaid installments of the premium shall be due for collection and the insurer shall be authorized to deduct them from the amount of the insurance indemnity.

### Article 9

## PAYMENT OF THE INSURANCE INDEMNITY

1. When the insured event occurs, the insurer shall pay the insurance indemnity specified in the contract within the agreed period, which may not exceed 14 (fourteen) days, counting from the date the insurer received notification that the insured event occurred.
2. However, if a certain period of time is required to determine the existence of the insurer's obligation or its amount, the insurer shall pay the insurance indemnity specified in the contract within thirty days from the date of receipt of the claim or notify the insured person within the same period that their claim is unfounded.
3. If the amount of the insurer's liability is not determined within the deadlines specified in paragraphs 1 and 2 of this Article, the insurer shall be obliged to pay the amount of the undisputed part of its liability as an advance without delay.
4. If the insured amount is contracted in a foreign currency, the insurance premium shall be paid in EUR equivalent at the mid-point exchange rate of the Croatian National Bank.
5. If the costs are covered by other voluntary or compulsory insurance, then the benefits shall initially be paid from that insurance.
6. If the trip is paid for with a loan (in installments), the insurer shall pay compensation for damage caused by the cancellation of the trip according to the deadlines and amounts of the actually paid contribution or individual installment.
7. The insured persons authorize the insurer to collect all necessary evidence and data from third parties, or providers of medical and other services (if necessary), necessary to determine the insurer's liability. The insured persons hereby release third parties from their obligation to maintain confidentiality.
8. At the request of the insurer, the insured person undertakes to undergo a medical examination by a physician of the insurer's choice.

The cost of the examination in such case shall be borne by the insurer.

### Article 10

## EXCLUSION OF THE INSURER'S LIABILITY

Unless otherwise agreed, the insurer is not obliged to compensate for:

- damage caused by war, civil war, revolution, uprising, riots arising from such events, weapons of war, captivity, seizure, restrictions or detention and the consequences of such events or attempts to carry them out by sabotage, detonation of explosives, if the person doing so acts maliciously or for political reasons, civil unrest, violence or other similar events;
- damage caused by confiscation, requisition or other similar measures implemented or intended to be implemented by a government or other similar organization fighting for power or having power;

- damage caused by interruption, stoppage of work or strike of the insured person, and due to violation of patent and license rights;
- damage caused by a fine (penalty) that the insured person is obliged to pay;
- damages directly or indirectly caused by or in connection with an act of terrorism. For the purposes of these Terms and Conditions, a terrorist act is any act of use of force and/or threats of any kind committed by individuals or group(s) of people in order to achieve political, religious, ethnic, ideological or similar goals that cause fear or panic in the population or a section of the population, including (but not necessarily) the intention to influence the government and/or state institutions in this way, regardless of whether such person(s) or group(s) act alone or on behalf of or in connection with any organization(s) or government(s) or not;
- damages that are directly or indirectly, in whole or in part caused or incurred by:
  - the action or presence of natural disasters or calamities;
  - ionizing radiation or contamination with radioactive substances from nuclear fuel or waste or contamination due to the combustion of nuclear fuel;
  - radioactive, toxic or other dangerous and threatening properties of the nuclear plant, reactor or other nuclear system or nuclear component thereof;
  - due to weapons or devices whose destructive power originates from atomic or nuclear physics and/or fusion or other similar reactions or radioactive substances;
  - due to radioactive, toxic, explosive or any other dangerous properties of radioactive substances;
- damage caused by an earthquake;
- damage that in any way results from or is a consequence of the commission or attempted commission of a criminal offense or misdemeanour, committed or attempted by the policyholder / insured person / employee of the insured person, as well as damage incurred when escaping after such an act; in such cases, the validity of the insurer's decision on non-recognition of liability for damage compensation is not relevant whether the said persons have been declared guilty of a criminal offense or misdemeanour by a final decision;
- damages resulting from the violation of the right to reputation, good name, honour, dignity, freedom of business, etc.;
- operating aircraft of all types, watercraft, motor vehicles and other vehicles without a prescribed official document authorizing the driver to operate and drive that type and type of aircraft, watercraft, motor vehicle and other vehicle; when operating vessels, motor vehicles and other vehicles, the insured person must have an appropriate driver's license (a prescribed official document authorizing the driver to operate and drive that type and model of aircraft, watercraft, motor vehicle and other vehicle). This also applies to vehicles that do not travel on public roads.
 

The insured person is considered to have an appropriate driver's license (a prescribed official document) when, for the purpose of preparing and taking the exam for obtaining an official document, they drive under the direct supervision of an officially authorized professional instructor;
- attempted or completed suicide of the insured person;
- an event intentionally caused by the policyholder, the insured person or the insurance beneficiary;
- damages caused due to impaired consciousness or due to the effect of alcohol and/or narcotics on the insured person, regardless of any liability of a third party for the occurrence of the insured event. It is considered that the insured event was caused by the effects of alcohol if, at the time of occurrence of the insured event, the determined concentration of alcohol in the blood was higher than 0.50 g/kg while operating a vehicle, and in other cases if it was higher than 0.80 g/kg. The

insured person is considered to be under the influence of alcohol if they refuse to undergo a breathalyzer test after a traffic accident, as well as if they flee from the scene of the traffic accident before the police arrive, that is, if they did not call the police or inform the nearest police station about the traffic accident or if they otherwise avoid breathalyzer testing.

## Article 11

### OUT-OF-COURT DISPUTE SETTLEMENT

1. All persons who derive their legal interest from an insurance contract concluded under these Terms and Conditions shall primarily seek to resolve all their potential disputes with the insurer arising from or in connection with the insurance contract in question amicably.
2. The insured person, the policyholder and the beneficiary of the insurance contract, in the event of dissatisfaction with the actions of the insurer or insurance intermediary, may file a complaint. The complaint shall be filed:
  - in person at all UNIQA osiguranje points of sale;
  - by mail to the address UNIQA osiguranje, Planinska 13A, Zagreb;
  - by e-mail to the address [uniqa.prituzbe@uniqa.hr](mailto:uniqa.prituzbe@uniqa.hr);
  - online at [www.uniqa.hr](http://www.uniqa.hr).

The complaint should contain:

- a) the name and surname and address of the complainant who is a natural person or his/her legal representative, or the company, registered office and name and surname of the responsible person of the complainant who is a legal person,
  - b) the reasons for the complaint and the complainant's requests,
  - c) evidence confirming the allegations in the complaint when it is possible to attach them, and may also contain documents that were not considered in the procedure in which the decision for which the complaint is being filed was made, as well as proposals for presenting evidence,
  - d) the date of filing the complaint and the signature of the complainant, or the person representing him/her,
  - e) a power of attorney for representation, when the complaint is filed by a proxy.
3. After analysing and verifying the allegations in the complaint, the Complaints Commission of UNIQA osiguranje shall respond to the complainant in writing no later than 15 (fifteen) days from the date of receipt of the complaint.
  4. If the complaint is submitted by e-mail or the complainant explicitly requests it, the response to the complaint may be sent by e-mail, in compliance with the regulations governing the protection of personal data. At the request of the complainant, the insurance company shall inform the complainant of the received complaint and the progress of the procedure.
  5. All disputes arising from or in connection with the contractual relationship, including disputes relating to issues of its valid origin, breach or termination, as well as the legal effects arising therefrom, may be referred for mediation to one of the mediation organizations in the Republic of Croatia (Croatian Insurance Bureau, Croatian Mediation Association, etc.).
  6. In the event of a dispute between the policyholder/insured person and the insurer, the jurisdiction of the court with subject matter jurisdiction in Zagreb shall be agreed.

## Article 12

The contracting parties agree to apply the law of the Republic of Croatia, in accordance with Regulation /EC/ No. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I). The place of implementation is the registered office of UNIQA in Zagreb.

## Article 13

### SANCTION CLAUSE

The insurer is not obliged to provide coverage, pay any insurance or provide any compensation, regardless of the obligations under the insurance contract, when such coverage, indemnification or provision of compensation would expose the insurer to any sanctions, prohibitions or restrictions under resolutions of the United Nations or trade and economic sanctions, laws and directives of the European Union, the United Kingdom or the USA.

## II. SPECIAL PROVISIONS

### CHAPTER A

#### 1. VOLUNTARY HEALTH INSURANCE FOR PERSONS DURING TRAVEL AND STAY ABROAD AND IN THE REPUBLIC OF CROATIA FOR FOREIGNERS

## Article 14

### WHAT IS COVERED BY THE INSURANCE

The insurance shall cover emergency medical assistance resulting from a sudden illness or accident of the insured person during their travel and stay abroad and in the Republic of Croatia for foreigners.

The insurance for persons during their travel and stay abroad and in the Republic of Croatia for foreigners covers:

#### 1. Costs of necessary medical treatment and necessary medications prescribed by a physician

Insurance coverage covers the costs of necessary medical treatment during a trip abroad caused by an illness or accident, including the costs of necessary medications prescribed by a physician.

Necessary medical treatment is considered to be:

- a) outpatient treatment in the place where the insured person is staying;
- b) clinical treatment in a hospital in the place where the insured person is staying or in the nearest suitable hospital. Treatment using scientifically recognized and clinically tested methods in an institution that is generally recognized as a hospital shall be covered;
- c) surgery, including all costs related to the surgery;
- d) radiological diagnostics;
- e) laboratory diagnostics.

The insurance coverage also includes dental treatment that serves to relieve acute pain up to the cost of EUR 150;

- f) medical consultation with a physician remotely via Telemedicine - easy access to a physician online! - UNIQA osiguranje.

If the insured person receives a recommendation for one of the agreed examinations during the online consultation, they can arrange it by calling the Helpdesk of UNIQA osiguranje d.d..

#### 2. Costs of medically necessary transportation of the insured person to the nearest appropriate hospital or clinic

The insurance coverage includes the transportation of the insured person who is sick or injured, from the scene of the accident or the place of current residence to the nearest appropriate hospital or clinic.

Medically necessary transportation must be recommended by a physician, or be conditioned by the health condition of the insured person.

#### 3. Rescue costs

The insurance coverage covers rescue costs worldwide except in the country where the insured person has regulated compulsory health insurance up to the amount determined by the price list depending on the contracted insurance amount.

The amount of compensation for costs per one harmful event depends on the contracted insurance amount of voluntary

health insurance indicated on the corresponding policy. These costs are covered up to the limit:

- a) EUR 3,000 if the insurance amount for voluntary health insurance is EUR 10,000,
- b) EUR 5,000 if the insurance amount for voluntary health insurance is EUR 30,000,
- c) EUR 7,300 if the insurance amount for voluntary health insurance is EUR 50,000.

#### 4. Costs of medically prescribed transport of the insured person to the country of residence (repatriation)

If the health condition requires repatriation, the repatriation of the insured person is organized from the place of residence to the insured person's place of residence or to a hospital in the domicile country selected by the insurer's medical staff and, if necessary, accompanied by a medical team. Additional costs of transporting an accompanying person shall be covered if the medical staff deems such escort necessary. Only the insurer's physicians can decide on the advisability and means of repatriation. If the physicians consider the insured person's repatriation possible and the insured person refuses it, the insurer's services shall be immediately suspended, in particular with regard to the medical or hospital costs of the insured person's future return to the country of domicile.

The total listed costs are covered up to a limit of 50% of the travel health insurance amount stated in the insurance policy. If the insured person's transport is not organized by the Helpdesk of UNIQA osiguranje d.d., costs up to a maximum of EUR 1,800 shall be reimbursed.

#### 5. Transport costs in the event of the insured person's death

The insurance coverage includes travel costs for standard transport of the insured person's mortal remains to the insured person's last place of residence.

If the transport of the insured person's mortal remains is not organized by the Helpdesk of UNIQA osiguranje d.d., costs up to a maximum of EUR 1,800 shall be reimbursed.

## Article 15

### WHAT IS NOT COVERED BY THE INSURANCE

Except for the cases specified in Article 10, the insurance does not cover costs (Article 14, paragraphs 1 to 5) caused by:

1. treatment that began before the insurance was concluded;
2. treatment of chronic diseases, their consequences and the consequences of accidents that existed or were known or should have been known at the time of conclusion of the insurance contract, or the commencement of the insurance, even if they were not treated, as well as for the consequences of diseases that were treated in the last six months prior to the commencement of the insurance, except in the case of acute attacks when medical assistance was provided in order to save the life of the insured person or relieve acute pain;
3. treatment that is the purpose of the trip abroad;
4. treatment or care that is not a consequence of an emergency medical intervention;
5. dental treatment that does not serve to relieve acute pain;
6. termination of pregnancy and examinations during pregnancy and childbirth, except for premature births - at least two months prior to the due date;
7. artificial insemination or other treatment for infertility and contraceptive costs;
8. sexually transmitted diseases, AIDS;
9. cancer treatment, except for the costs incurred in connection with taking emergency measures to save the life of the insured person or relieve acute pain;
10. cosmetic treatments, cures, rehabilitation (such as the costs incurred in connection with recovery in a spa, sanatorium, convalescent home or similar institutions) and physical therapy;

11. treatment of mental and depressive disorders, psychoanalytic or psychotherapeutic treatments, and for any costs related to mental, psychiatric or psychosomatic disorders;
  12. thermotherapy, radiotherapy, phototherapy, heliotherapy, aesthetic procedures;
  13. preventive vaccination;
  14. treatment of illnesses and consequences of accidents caused by participation in bets or fights;
  15. treatment of illnesses and consequences of accidents caused by epidemics, pollution or natural disasters that were known prior to the trip;
  16. treatment of illnesses and consequences of accidents caused by the use of aircraft, various aircraft, unless the insured person is transported by airplane or aircraft as a passenger;
  17. treatment of illnesses and consequences of accidents caused by professional or amateur activities: diving, mountaineering, parachuting, motorcycling, driving automobiles or any other motorized vehicle;
  18. treatment of consequences of accidents caused by professional or amateur sports, and in particular: skiing competitions, ski jumping, bobsleigh, ski-bob, skeleton skiing, horse riding, etc., at public sports competitions and training sessions unless sports risks have been specially contracted and an additional insurance premium has been paid therefor;
  19. treatment or care provided by a family physician;
  20. purchase of prostheses, artificial limbs or equipment.
- UNIQA osiguranje d.d. is not obligated to cover costs that are above the reasonable and customary costs for the same type of medical services in the place where such medical services are provided.

#### Article 16

### WHEN AN INSURED EVENT OCCURS

1. In the event of an insured event, the insured person should call the Helpdesk of UNIQA osiguranje d.d. to the phone number listed on the insurance policy and provide the following information:
  - name and surname;
  - date of birth;
  - policy number;
  - when the trip abroad started and the duration of the trip;
  - the exact place where the insured person is situated at the time of the occurrence of the insured event and the phone number for return contact;
  - a short description of the event and a short description of what is required.
2. If the insured person has not complied with the instructions from paragraph 1 of this Article, they are obliged to inform the insurer of the occurrence of the insured event within the period established in paragraph 3 of this Article.
3. In any case, the insured person is obliged within 3 (three) working days, from when they learned about the occurrence of the insured event, to inform the insurer about such an event, as well as to, without delay, and at the latest within one month after the end of the trip, submit all the evidence in their possession regarding the duration of the trip and the evidence necessary to determine the validity and amount of the liability, namely:
  - Notification, policy, evidence of the circumstances of the occurrence of the insured event, original invoices and other evidence of payment of expenses, discharge letters, opinions and other medical and other documentation issued by physicians or health institutions, depending on the circumstances of each individual insured case.
  - Original invoices issued by a physician must contain the following information regarding the insured person: first and last name, date of birth, PIN, diagnosis (name of the illness in Latin,

and in case of a dental treatment, information about the treated tooth as well as the treatment must be provided), treatment services, duration of treatment and confirmation of payment.

- In the case of medically necessary transportation to the nearest appropriate hospital or clinic, as well as in the case of medically prescribed transportation of the insured person to the country, the invoices must be supported by a medical report confirming the necessity of the transportation.

#### Article 17

1. The Helpdesk of UNIQA osiguranje d.d. is on duty 24 hours a day, 7 days a week. Calls are taken in Croatian or other available languages.
2. The insurer and the Helpdesk of UNIQA osiguranje d.d. are not responsible for delays, reductions or restrictions in the provision of services, as well as the complete inability to provide the contracted service in any country in the event of riots, unrests, uprisings, strikes, explosions, demonstrations, disruptions in free traffic, sabotage, terrorism, civil or international war, nuclear accidents, consequences of radioactivity, natural disasters and other similar cases of force majeure that prevent the provision of the contracted service.

## CHAPTER B

### 2. INSURANCE AGAINST THE CONSEQUENCES OF ACCIDENTS

#### Article 18

### ACCIDENT (UNFORTUNATE EVENT)

An accident (unfortunate event) within the meaning of these Terms and Conditions is considered to be any sudden event independent of the will of the insured person which, acting mainly from outside and suddenly on the body of the insured person, results in complete or partial disability or death of the insured person.

1. The following events that do not depend on the will of the insured person are also considered to be accidents:
  - trampling;
  - collision;
  - impact with or against any object, lightning or electric current;
  - fall, slip, collapse;
  - injury with a weapon;
  - sting or bite of an animal and insect sting, unless such sting causes an infectious disease;
  - strangulation and drowning;
  - burns caused by fire or electricity, hot objects, liquids or steam, acids, alkalis, etc.;
  - inhalation of gases or vapours, penetration of poisons, acids or alkalis into the body, unless these effects occurred gradually or if it is an occupational disease;
  - poisoning with chemical agents due to the insured person's ignorance, except for occupational diseases;
  - choking or suffocation due to entrapment (under soil, sand, etc.);
  - muscle strain, dislocation, sprain, bone fracture resulting from sudden physical movements or sudden stress caused by unforeseen external events, if this is determined after the injury by an appropriate specialist physician;
  - infections, injuries caused by an accident;
  - exposure to light, sunlight, temperature or bad weather, if the insured person was exposed to them directly due to an accident that occurred before that, or found themselves in such unforeseen circumstances that they could not prevent or was exposed to them in order to save a human life;
  - exposure to X-rays or radioactive rays, if they occur abruptly or suddenly, except for occupational diseases.

The insurance shall also cover accidents that the insured person experiences as a passenger in a motorized aircraft (air-

plane and the like) that has a license to transport passengers, with the exception of motorized gliders and ultralight aircraft. An air passenger shall mean a person who is not a member of the crew, does not perform a function related to the operation of the aircraft, and for whom the aircraft is not used for professional activities.

2. The following are not considered accidents in the sense of these Terms and Conditions:

- infectious, occupational and other diseases or the consequences of psychological influences;
- abdominal hernias, umbilical hernias, hydroceles and other hernias, except for those hernias that occur due to direct damage to the abdominal wall under the direct action of an external mechanical force on the abdominal wall if a traumatic hernia is determined after the injury in which there is a clinically determined injury to the soft parts of the abdominal wall in that area;
- infections and diseases that occur due to various allergies, cutting or tearing of calluses or other growths of hard skin;
- anaphylactic shock, unless it occurs during treatment due to an accident;
- herniated disc, all types of lumbago, discopathy, sacralgia, coccydynia, sciatica, myofasciitis, fibrositis, fasciitis and all pathoanatomical changes of the lumbar-sacral region designated by analogous terms;
- detached retina (ablatio retinae) of a previously diseased or degeneratively changed eye, and exceptionally detached retina of a previously healthy eye is recognized if there are signs of direct external injury to the eyeball as determined in a health institution;
- consequences resulting from delirium tremens and the effects of drugs;
- consequences of medical, especially surgical procedures, undertaken for the purpose of treatment or prevention in order to prevent disease, unless these consequences occurred due to proven error of medical personnel (vitium artis);
- pathological changes in bones and pathological epiphysiolysis;
- systemic neuromuscular diseases and endocrine diseases;
- mental disorders.

## Article 19

### WHAT IS COVERED BY THE INSURANCE

Traveller accident insurance covers:

I. Permanent disability

1. Permanent disability as a result of an accident (unfortunate event) is a permanent complete or partial loss of a part of the body or organ or their function, which is determined after the completion of treatment.
2. If permanent disability is determined as a result of an accident within one year from the date of the accident, then the appropriate amount is paid from the contracted insurance amount, depending on the degree of disability.
3. The percentage of disability is determined by the insurer according to the Table for determining the percentage of permanent disability as a result of an accident (unfortunate event), which is an integral part of the Insurance Contract (hereinafter: the Disability Table).

The individual abilities, social status or occupation of the insured person (professional ability) are not taken into account when determining the percentage of disability.

II. Death due to an accident

1. If the insured person dies due to an accident (unfortunate event), the agreed insurance amount is paid.
2. The benefit in the event of death is reduced by the already established permanent disability benefit, or any previous

payment for permanent disability due to the same accident (unfortunate event) if the death occurred within one year of the date of the accident (unfortunate event). The insurer cannot claim a refund of the overpaid permanent disability benefit.

3. For persons under 14 (fourteen) years of age, only actual and realistic funeral costs are reimbursed within the insurance indemnity, up to a maximum of the insurance amount.

## Article 20

### EXCLUSION OF THE INSURER'S LIABILITY

Except for the cases specified in Article 10, the insurance does not cover accidents that occur:

1. when operating and driving airplanes and aircraft of all types, except as a passenger in public transport, as well as sports parachute jumping, aeroglidng, hang gliding, paragliding, ballooning;
2. when engaging in the following sports: motor racing, motorcycling (motorcycling, riding a moped), motorboat racing, water skiing - achieving maximum speed, air sports (parachuting, paragliding, hang gliding, etc.);
3. when participating in automobile, karting and motorcycle competitions (including test drives and rallies) and in associated training;
4. when performing the following professions:
  - pilots, flight attendants, stewards, military service (except administrative, legal, financial and similar personnel);
5. due to the detonation of explosives, mines, torpedoes, bombs or pyrotechnic devices;
6. due to a heart attack (infarction) or stroke suffered by the insured person; a heart attack is in no case considered a consequence of an accident;
7. due to bodily injuries during treatment, or procedures that the insured person himself or herself undertook or had undertaken, unless the insured event was the cause;
8. due to active participation in a physical confrontation (fight), except in a proven case of self-defence.

## Article 21

1. Liabilities of the insured person after the occurrence of an insured event:
  - 1.1. After the accident, the insured person must immediately report to a physician, or call a physician for examination and provision of necessary assistance, and immediately take all necessary measures for treatment and follow the physician's advice and instructions regarding the method of treatment.
  - 1.2. The insurer has the right to a medical examination of the deceased insured person and the right to an autopsy, if necessary, as well as exhumation.
  - 1.3. The costs of the medical examination, reports (initial, final medical report, repeated medical examination and specialist findings) and other costs related to proving the circumstances of the accident and the rights under the contract are borne by the applicant.
  - 1.4. The insurer is authorized and has the right to request additional explanations and evidence from the insured person, policyholder, beneficiary, health institution or any other legal or natural person, and to take action at its own expense for the purpose of a medical examination of the insured person by its physicians or medical commissions, in order to determine important circumstances of the reported accident. At the request of the insurer, the insured person must undergo an examination by a physician designated by the insurer.
2. The insured person / beneficiary is obliged to notify the insurer about the occurrence of the insured event within 3 (three)

working days of learning about it, as well as to, without delay, and no later than one month after the end of the trip, submit to the insurer in original all evidence in their possession regarding the duration of the trip and evidence necessary to determine the validity and amount of the liability, as follows:

- If the insured person died as a result of the accident, the beneficiary is obliged to submit a report, policy and evidence that the insured person's death occurred as a result of the accident, evidence of the causes of death, a report on the on-site investigation, decisions on inheritance, or evidence of their right to insurance benefits.
  - If the accident resulted in disability, the insured person is obliged to submit: a report, policy, evidence of the circumstances of the accident, medical documentation on treatment for the consequences of the accident (with X-rays) and medical documentation with the established consequences in order to determine the final percentage of permanent disability.
  - In addition to the above, in both cases, the insurer must be provided with all necessary reports and information in the application, especially about the place and time when the insured event occurred, as well as the circumstances that caused the insurer to pay the insurance premium and in what amount, a complete description of the event, the name of the physician who examined them and referred them for treatment or who is treating them, a medical report on the type and severity of the injury, any consequences that occurred, and information about the defects, deficiencies and illnesses that the insured person had prior to the accident.
  - A copy of the passport or other evidence of the actual beginning and end of the trip (duration of the trip).
3. If the insured person or beneficiary does not act in accordance with the provisions of this Article and, due to such action, contributes to the occurrence of disability or to the disability being greater than it would otherwise have been, they are entitled only to a proportionate part of the compensation.

## CHAPTER C

### 3. LUGGAGE INSURANCE

#### Article 22

### WHAT IS COVERED BY THE INSURANCE

1. The insured person's entire luggage is insured.
2. Luggage, for the purposes of these Terms and Conditions, is considered to be all items for personal use during the trip, including gifts and souvenirs from the trip, or items that the insured person has handed over for safekeeping to the carrier, provider of accommodation services or that are in a luggage storage facility with appropriate documents - a receipt for luggage entrusted for safekeeping, transportation or accommodation.
3. The insurance covers loss, damage or destruction of luggage during the trip (on departure and arrival), as well as during the stay at the travel destination due to:
  - a) traffic accident,
  - b) natural disasters (fire, earthquake, flood, storm, hail, lightning),
  - c) explosion,
  - d) burglary, robbery,
  - e) lost luggage, damaged luggage as well as theft from luggage that has been handed over to the carrier.
4. The insurer shall pay insurance premiums for the purchase of replacement luggage (e.g. toiletries, necessary replacement clothing, etc.) up to a maximum of EUR 250 upon submission of the original invoice for the purchase thereof, in the event that the luggage checked in for transport does not arrive at the destination on the same day as the insured person due to a delay in transport.

Compensation for the purchase of replacement luggage upon return to the place of residence or permanent residence is excluded.

#### Article 23

### LIMITATIONS AND EXCLUSIONS OF THE INSURER'S LIABILITY

#### 1. Limitations

- 1.1. Jewellery, watches, furs, weapons, technical devices and devices of any kind with associated equipment (e.g. binoculars, cameras, mobile phones, laptops, tablets, etc.) are insured only up to 1/3 of the contracted insurance amount and only if they are carried on your person. If they are in checked baggage, the listed items are not insured in any case.
- 1.2. Bicycles, kayaks, folding sports boats and rubber boats, as well as other sports equipment with associated equipment are included in the insurance coverage, but not during use (boats that are inflated or folded are considered ready for use).
- 1.3. Luggage in a motor vehicle is insured against burglary from an unattended motor vehicle, only if the luggage is in a luggage compartment that is locked and protected by metal or glass and if all existing security devices are engaged.
- 1.4. Luggage left in the vehicle must be stored in a special luggage compartment or in a locked factory roof rack.
- 1.5. Insurance coverage is valid when the motor vehicle is properly locked (with security devices enabled) as specified in item 1.3. of this Article and parked in a hotel or public garage, in a hotel parking lot or a supervised parking lot, or if it is parked unattended on public traffic areas.
- 1.6. Insurance coverage against theft from a motor vehicle is valid from 06:00 a.m. to 09:00 p.m. local time, unless the vehicle is located in a guarded garage or paid parking lot, when insurance is valid for 24 hours.
- 1.7. Luggage on board is insured against burglary only if the luggage is in a locked luggage compartment, and the luggage must be placed so that it is not visible from the outside. The insurance coverage is valid only from 06:00 a.m. to 09:00 p.m. local time.

2. In addition to the cases specified in Article 10, the following exclusions are also specified:

#### Not insured

- money, credit cards, securities, travel tickets, documents and papers of all kinds (e.g. passport, driving license, etc.) except for the costs of reissuing personal documents;
- objects of artistic or collector's value;
- animals;
- medicines, glasses, contact lenses, all types of prostheses and orthopaedic devices, wheelchairs;
- tools, apparatus, devices and musical instruments intended for performing activities;
- accessories, tools, spare parts and special equipment for motor vehicles with associated accessories;
- motor vehicles, trailers, aircraft and vessels (except bicycles, folding boats and rubber boats whose value does not exceed EUR 1,400);
- objects on or in unlocked vehicles or vessels and bags on motorcycles or their contents if the bags are left on the motorcycle.

#### Damages that are not insured:

- damage to luggage resulting from a criminal act that has not been reported to the competent police;
- damage to luggage resulting from transport or while it is at the company providing accommodation services, if the insured person has not reported the damage to the carrier or the company providing accommodation services;

- damages caused by the natural properties or defects of the items (especially internal damage or breakage, wear, improper packaging or closing of parts of the luggage);
- damages caused by the behaviour of the insured person (forgotten, abandoned, misplaced items, items stored in an inappropriate manner and in an inappropriate place, etc.);
- damages incurred while camping;
- damages which are covered by other insurance.

#### Article 24

### LIABILITIES OF THE INSURED PERSON IN CASE OF THE OCCURRENCE OF AN INSURED EVENT

1. The insured person is obliged to notify the insurer of the insured event within 3 (three) working days from the date of occurrence of the insured event, as well as to, without delay, and no later than one month after the end of the trip, submit to the insurer in original all evidence in their possession regarding the duration of the trip and evidence necessary to determine the validity and amount of the liability, as follows:
  - police report with a list of all lost and damaged items together with a written report on the damage, insurance policy, certificate on damage to luggage issued by the competent carrier or company providing accommodation services;
  - certificate of the amount of compensation paid for damage to luggage by the carrier or company providing accommodation services;
  - other evidence of the actual beginning and end of the trip (duration of the trip).
2. The insured person is obliged to report damages caused by criminal acts of a third party to the competent or nearest police station immediately after the occurrence of the harmful event, without delay.  
Damage to checked baggage must be reported immediately, without delay, to the carrier or the company providing accommodation services and request the issuance of a certificate on damage.  
The insured person is obliged to do everything in their power to eliminate, limit or mitigate the harmful consequences of the insured event without delay.

#### Article 25

### INSURANCE BENEFIT

1. The insurer compensates, within the framework of the contract, up to the amount of the agreed insurance amount specified in the policy:
  - for destroyed or lost items (luggage), their current value;
  - for damaged items, the necessary repair costs, but no more than the current value of the insured item;
  - for films, sound and data carriers, the value of the material;
  - for damage to jewellery, watches, furs, appliances and devices of all kinds with accompanying equipment, hunting and sports weapons, per insured event, up to a maximum of 50% of the agreed insurance amount;
  - for damage to personal items, gifts and souvenirs purchased during the trip, per insured event up to 10% of the contracted insurance amount;
  - for official fees for reissuing identity cards, passports, motor vehicle documents and other documentation, up to 10% of the contracted insurance amount, and a maximum of EUR 70 per insured event.
2. The current value of the insured item is the new purchase price of the item at the time of the damage, reduced by the estimated amount of lost value due to age or wear and tear.

3. If the insured items are completely destroyed or stolen, and the insured person cannot prove their purchase value, the insurer's liability is up to 50% of the purchase value of the new item.
4. In the event of damage to luggage carried by the insured person, the insured person participates in the damage in the amount of EUR 50 per loss event.
5. If the insured person compensates for damage to luggage from the airline or provider of accommodation services or other person responsible for the damage, the insured person is not entitled to compensation from the insurance, or the insurer shall reduce the compensation from the insurance contract by the amount received from the carrier or other person responsible.

## CHAPTER D

### 4. TRIP CANCELLATION OR INTERRUPTION INSURANCE

#### Article 26

### WHAT IS COVERED BY THE INSURANCE

1. The insurer shall reimburse the costs of the travel price in accordance with Article 28 of these Terms and Conditions, which the insured person has contracted and paid for and for which they have concluded an insurance contract with the insurer within the deadlines and in accordance with Article 5, paragraph 1 of these Terms and Conditions, if the cancellation of the trip occurred due to any of the reasons listed below that affected the insured person himself/herself or another person with whom they are associated. These are the following reasons:
  - a) death;
  - b) sudden acute illness requiring immediate medical care;
  - c) an accident resulting in injury;
  - d) disorders during pregnancy;
  - e) failure to take a vaccine that the insured person was obliged to receive according to the positive regulations of the country to which they are traveling;
  - f) damage to property caused by fire, natural disaster or intentional criminal act of a third party;
  - g) military exercise.
 Other persons with whom the insured person is related in terms of these Terms and Conditions are considered to be:
  - the spouse or common-law partner or life partner of the insured person;
  - the children of the insured person, the spouse or common-law partner or life partner of the insured person (including adopted and foster children);
  - the parents (including adoptive parents) of the insured person, the spouse or common-law partner of the insured person or the life partner of the insured person (including adoptive parents);
    - the siblings of the insured person or the siblings of their spouse or common-law partner or life partner,
    - the grandparents of the insured person, the grandparents of their spouse or common-law partner or life partner,
    - other persons whom the insured person must take care of and with whom they live in the same household;
  - adopted children.
2. Acute illness, accident or disorders during pregnancy must be medically confirmed by a diagnosis.

#### Article 27

In addition to the cases specified in Article 10, the following exclusions from the insurer's liability are also determined:

1. The insurance coverage excludes cancellation of travel for the following reasons:

- a) illnesses that occurred before the commencement of the insurance or whose signs were already recognizable at such time;
- b) consequences of an accident if the accident occurred before the commencement of the insurance and if these consequences were recognizable at that time;
- c) professional reasons;
- d) epidemics of disease in the country to which or from which the insured person is traveling.

#### Article 28

### INSURANCE AMOUNT – SELF RETENTION

1. The amount of the insurance indemnity is limited by the agreed insurance amount.
2. The insurance amount always means the full price of the travel arrangement (trip) that has been paid and for which an insurance contract has been concluded with the insurer.
3. If the trip is cancelled before the start of the trip, the insurer shall pay 90% of the amount withheld by the travel organizer due to the cancellation of the trip.
4. If the trip is cancelled after the start of the trip, and at the latest before 50% of the planned duration of the trip has expired, the insurer shall pay 90% of the amount that the insured person paid for the trip and declared when concluding the insurance contract, less the price of the days of the trip already used.

#### Article 29

### LIABILITIES OF THE INSURED PERSON IN CASE OF THE OCCURRENCE OF AN INSURED EVENT

1. The insured person is obliged to cancel the trip to the travel organizer with whom he/she concluded the travel contract, or to inform him/her of the interrupted trip, within 3 (three) working days of the occurrence of the insured event (one of the reasons for cancellation of the trip specified in Article 26 of these Terms and Conditions).
2. If the insured person misses the deadline referred to in paragraph 1 of this Article of the Terms and Conditions, the insurer shall cover only that part of the cost that the insured person would have been obliged to pay to the travel organizer if he/she had submitted a written notification of the inability to participate in the trip within the deadline. When calculating cancellation costs, the insurer shall be guided by the provisions of the Travel Contract, or the General Terms and Conditions for tourist arrangements of the travel organizer, and shall be obliged to compensate for damage only in the amount of the financial loss that would have occurred if the insured person had acted in accordance with the obligation referred to in paragraph 1 of this Article of the Terms and Conditions.
3. In order to prove an acute illness and an accident, the insured person is obliged to obtain a certificate from the selected primary health care physician within 3 (three) working days from the date of occurrence of the insured risk, on the basis of which it is possible to determine with certainty the occurrence of the insured risk.
4. The insured person is obliged to submit a compensation claim to the insurer together with the following documents:
  - insurance policy;
  - payment slip and travel contract confirming that the trip has been paid for and confirmation that the insurance premium has been paid;
  - a written confirmation from a travel agency (if the trip is organized through an agency) or similar on the cancellation of the trip, the date of cancellation of the trip must be

clearly and explicitly stated, and in case of interruption of a trip that has already started, the date and place of interruption of the trip must be stated;

- a confirmation from a travel agency (if the trip is organized through an agency) about the amount withheld from the insured person due to cancellation or interruption of the trip, i.e. a confirmation that the trip has been paid for;
- if the trip is cancelled or interrupted due to acute illness, injury, pregnancy or failure to take the vaccine, the insured person must submit to the insurer a certificate from the selected primary healthcare physician or selected gynaecologist in the event of a pregnancy disorder, indicating the disease code and explicitly stating that the sick person could not go on the contracted trip (or was forced to interrupt the trip that had already begun) and a sick leave report or an employer's certificate of use of annual leave or an employer's certificate of remote work, in the event that the sick person is employed;
- if the trip is cancelled or interrupted due to death, the insured person or insurance beneficiary must submit to the insurer a death certificate / certificate from the register of deaths;
- if the trip is cancelled or interrupted due to damage to property, military exercises, the insured person must submit to the insurer a certificate from the competent authority;
- travel tickets, if necessary, travel documents, for the purpose of proving the duration of the trip.

#### Article 30

### RIGHTS OF THE INSURER AFTER THE OCCURRENCE OF AN INSURED EVENT

1. The insurer is authorized and has the right to request additional explanations, documentation and evidence from the insured person's health care institution and the insured person's employer in order to determine important circumstances in connection with the submitted claim for payment of the insurance indemnity, which may include requesting a copy of the health record and specialist medical documentation.
2. The insurer is authorized and has the right, at their own expense, to undertake actions for the purpose of a medical examination of the insured person through its physicians or medical commissions in order to determine important circumstances in connection with the submitted claim for payment of the insurance indemnity.

## CHAPTER E

### 5. BUSINESS TRIP CANCELLATION INSURANCE

#### Article 31

### WHAT IS COVERED BY THE INSURANCE?

1. The insurance coverage defined in Articles 26, 27 and 28 of these Terms and Conditions extends to the risk of trip cancellation due to the cancellation of an official congress or business meeting by the organizer.
2. An official congress is considered to be various conferences or seminars with a formal agenda, the purpose of which is to consider, discuss, consult or exchange information on a specific issue from the business scope of the insured person or insurance beneficiary.
3. A business meeting is considered to be a meeting between two or more persons, without a pre-determined formal agenda, the purpose of which is to consider specific issues from the business scope of the insured person or insurance beneficiary.
4. The insurer is not obliged to refund the registration fee paid, or expenses paid for the purpose of participating in the congress.

## Article 32

### LIABILITIES OF THE INSURED PERSON IN CASE OF THE OCCURRENCE OF AN INSURED EVENT

1. The insured person is obliged to submit a claim for compensation to the insurer no later than 15 days from the date on which the business trip was to begin according to the plan, or from the date on which the business trip that has already begun is interrupted, along with the following documentation:
  - invitation from the organizer of the congress or business meeting;
  - application and proof of payment for the congress and tourist arrangement with a precise specification of which part refers to the registration fee and which part refers to transport and accommodation;
  - confirmation of the invitation to participate in the business meeting and proof of payment for the tourist arrangement;
  - confirmation from the congress organizer of the cancellation along with the reasons for such cancellation;
  - confirmation from the airline that the airline tickets were not used within the agreed period or that they were exchanged for other tickets and information on the amount that the airline retained or did not return to the insured person, in accordance with its terms and conditions;
  - other documentation specified in Article 30 of these Terms and Conditions.

## CHAPTER F

### 6. FLIGHT DELAY INSURANCE

#### Article 33

##### WHAT IS COVERED BY THE INSURANCE

1. The insurer shall reimburse necessary expenses proven by invoices up to the amount/sum of insurance stated in the insurance policy in the event of such expenses being incurred during the insured person's stay at the airport due to a flight delay of more than 4 (four) hours from the scheduled departure or in the event of a flight delay and therefore missing the next connecting flight.
2. Necessary expenses are considered to be the costs of food, drinks, newspapers, etc., and if the flight is delayed by more than 24 (twenty-four) hours, then also the costs of overnight stays if they have not been paid by the air carrier.

#### Article 34

1. To the same extent and under the same conditions as in Article 33 and if a family premium has been paid, the insurance shall cover the costs of the following persons:
  - the spouse or life partner of the insured person who is traveling with the insured person;
  - children of the insured person (adopted children, children taken into care and stepchildren), children of the spouse or common-law partner of the insured person, who travel with the insured person.

#### Article 35

### LIABILITIES OF THE INSURED PERSON IN CASE OF THE OCCURRENCE OF AN INSURED EVENT

The insured person is obliged to notify the insurer in writing within 3 (three) working days of the occurrence of the insured event referred to in Article 31, paragraph 1 of these Terms and Conditions.

The insured person is obliged to submit a claim for compensation to the insurer together with the following documents:

- airline ticket;
- airline confirmation of flight delay or cancellation;
- invoices proving the necessary expenses referred to in Article 33, paragraph 2 of these Terms and Conditions;
- other documentation proving the occurrence of the insured event, if necessary.

## CHAPTER G

### 7. PRIVATE LIABILITY INSURANCE

#### Article 36

##### WHAT IS COVERED BY THE INSURANCE

1. Pursuant to the provisions of these Terms and Conditions, the insurance covers the civil non-contractual liability of the insured person for damage due to death, injury to body or health, and damage to or destruction of third-party property, as follows:
  - a) in the capacity of a private person during travel, except when performing a trade or all activities for which the insured person is employed;
  - b) arising from the possession and use of a bicycle without a motor;
  - c) arising from practising amateur sports, except hunting;
  - d) arising from keeping domestic animals other than dogs when the animals are not kept for the purpose of earning a living.
2. For the purposes of the provisions of these Terms and Conditions, the policyholder, the insured person and the insurer, the insured person's employees, the spouse, parents or children of the insured person, as well as other persons living in the same household with the insured person and for whom the insured person is responsible are not considered third parties. In relation to legal persons, a third party is not considered to be a co-owner of the contractor or the insured person, legal persons owned or co-owned by the contractor or the insured person. Furthermore, subcontractors and their employees in transactions in which the contractor or the insured person appears as the contractor and the owner of the work, persons to whom the damage caused results from a breach of the contractual (professional) obligation of the contractor or the insured person, regardless of their right under the rules of non-contractual liability for damage.

Insurance coverage is limited to countries on the European continent.

#### Article 37

1. A single insured event is also considered to be:
  - the occurrence of a harmful event involving several insured persons;
  - several harmful events arising from the same cause;
  - a harmful event arising from several identical causes, if there is a legal, economic or technical connection between these causes.

#### Article 38

##### INSURANCE EXTENSION

1. During the trip, to the same extent as in Article 36 and if a family premium has been paid, the insurance covers the liabilities of:
  - a spouse or common-law partner who lives with the insured person in the same household;
  - minor children of the insured person (adopted children, children taken into care and stepchildren), minor children of the spouse or common-law partner of the insured per-

son, if they do not have insurance coverage on some other basis.

## Article 39

### EXCLUSION OF THE INSURER'S LIABILITY

1. The insured persons may not be minors, except in the sense of Article 38 of these Terms and Conditions.
2. In addition to the exclusions specified in Article 10 of these Terms and Conditions, the insurance also does not apply to:
  - damage caused to the policyholder themselves, the insured person, co-insured persons or other persons living with the insured person in the same household;
  - damage resulting from the performance of professional or business activities;
  - damage to objects that the insured person or that another person on their behalf has taken on loan, rent, leasing, lease or for safekeeping or for transport;
  - damage to movable objects that occur during their use, transport, processing or other activities on or with such objects;
  - damage to those parts of immovable objects that are the direct subject of processing, use or other activities;
  - damage caused by the insured person or by the persons working for them through the ownership or use of airplanes and aircraft, motor vehicles, trailers and vessels;
  - purely material damages, i.e. damages that did not result from injury to health or body of a person or from destruction or damage to property;
  - claims that, based on a contract or special agreement, exceed the scope of the legal liability to compensate for damages;
  - obligations to compensate for damages that are directly or indirectly caused by the impact of asbestos, asbestos products or materials of any kind, or are in any way related thereto;
  - obligations to compensate for damages caused by the disappearance and loss of property;
  - environmental damages resulting from changes in the natural state of air, soil or water or harmful emissions;
  - for damages caused by weapons;
  - for damages resulting from the insolvency or illiquidity of the insured person.
3. The insurance does not cover the insured person's liability for damages that occur to property due to:
  - the permanent effect of temperature, gases, steam, humidity or precipitation (smoke, soot, dust, etc.), as well as due to mould, earthquakes, noise, etc., which results in the gradual occurrence of damage;
  - subsidence and landslides;
  - flooding of stagnant water, running water and groundwater.

4. The insurance does not apply to damages:

- due to participation in horse, bicycle, motorcycle and car races, boxing and wrestling fights, as well as their preparations;
- due to exceeding the pro forma invoice and credit on the purchase and sale contract, and in particular due to failure to meet the agreed delivery deadlines and guaranteed obligations;
- due to indirect losses (loss of market, price drop, import or export ban, etc.).

## Article 40

1. Liabilities of the insured person after the occurrence of damage:
  - the insured person is obliged to notify the insurer in the event of the initiation of legal or administrative proceedings (lawsuit, motion for enforcement, payment order, criminal proceedings, etc.). In the event of the initiation of disputes and proceedings, the insurer shall, with the consent of the insured person, select an attorney-at-law to represent the insured person in court;
  - the insured person is obliged, to the best of their ability, to support the insurer in resolving the claim for compensation and to follow the insurer's instructions in every way;
  - the insured person is not authorized, without the insurer's consent, to acknowledge any claim for compensation in whole or in part and may not enter into a settlement or make a payment;
  - if they are unable to obtain the insurer's instructions in a timely manner, the insured person is obliged to take all procedural actions (including objections) that cannot be postponed and are related to the deadline within the prescribed deadlines;
  - the assignment or pledge of the claim for compensation may only occur with the insurer's consent.
2. The insurer is authorized, within the framework of the insurance contract, to submit on behalf of the insured person all requested explanations regarding the implementation of the damage compensation procedure. If the insurer proposes to resolve the claim for damage compensation by recognition, out-of-court settlement or negotiation, and this is not implemented due to the insured person's objection, in that case the insurer is not obliged to bear the increased costs incurred due to the objection, which applies to both the principal and interest and costs.

## Article 41

1. In the event of an insured event, compensation shall be paid for damage to persons and property, as well as the costs of litigation and other justified costs for determining the insured person's liability, up to the insurance amount.