UNIQA osiguranje d.d.
phone: (01) 6324 200
fax: (01) 6324 250
PIN: 75665455333
e-mail: info@uniqa.hr

Terms and conditions

Travel insurance

UPO 1/2018

INTRODUCTORY PROVISIONS

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

Article 1

Terms

Specific terms in these Terms and Conditions shall have the following meaning:

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

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

Insured person - the natural person whom the insurance refers to;

Insurance beneficiary - the person whom the insurance indemnity is paid to; in the case of death of the insured person, the insurance beneficiaries are legal successors; in case of trip cancellation, the beneficiary is the person who has paid the trip; in case of disability and luggage insurance, the beneficiary is the insured person. If an underage person is the insurance beneficiary, the payment of the insured sum or compensation shall be transferred to the account of the underage person-insurance beneficiary;

In the case of liability insurance, the Insurer shall be liable for damage caused by the insured event only if the third injured party requires its compensation;

Third party - the person who is not the subject of the insurance contract, that is, the person whose liability is not covered by the insurance;

Amateur athletes - persons who are not engaged in sports as their main occupation, although they are registered members of a sports organization in which they practice and for which they are competing. Potential compensation they receive is not their regular income;

Professional athletes - persons who are engaged in sports as their primary occupation and they receive a regular income for it;

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

Sum insured - the maximum amount for which the Insurer is liable for per one loss event, which shall be specified in the policy for each insured risk;

Insurance indemnity - the amount paid by the Insurer per one insured event;

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

Insured event - the event caused by the insured risk. The risk covered by the insurance (insured risk) shall be future and unexpected event independent of the exclusive will of the policyholder or the insured person;

Policy - the document representing the concluded insurance contract;

Insurance contract - consists of: the proposal, if the insurance contract is concluded on the basis of a written proposal, policy, these Terms and Conditions, special terms and conditions, i.e. special provisions;

Helpdesk of UNIQA Osiguranje d.d. - the assistance company for the assistance that has concluded an agreement on business cooperation based on which the Insured persons can use services abroad in line with agreed insurance coverage.

The Croatian Financial Services Supervisory Agency, with seat in Zagreb, shall be competent for supervising the Insurer.

Package arrangement

(1) A combination of at least two different types of travel services for the same travel or holiday if:

(a) these services are combined by one seller, inter alia upon request or in accordance with the choice of a passenger, before a single service contract is concluded; or

(b) whether or not separate contracts have been concluded with the individual providers of travel services if these services:

1. are bought at a point of sale and if they are selected before the traveler agrees to pay;
2. are offered, sold or charged in a lump-sum or a total price;
3. are advertised or sold under the title "package arrangement" or under a similar name;
4. are combined after the conclusion of a contract whereby the seller gives the passenger the right to choose between different types of travel services; or
5. are purchased from individual sellers via linked online booking procedures when the seller with whom the first contract is concluded submits the name of the passenger, payment information and email address to another seller or sellers, and the contract with the other seller or sellers is concluded no later than 24 hours after the receipt of booking of the first travel service.

(2) A combination of travel services when one or more types of travel services combined with one or more tourist services is not a package arrangement if the following services are provided:

a) do not make a significant part of the combination value, are not advertised as an essential feature of the combination, or in any other way do not represent a key feature of the combination; or

b) are selected and purchased only after the travel service has begun.

Extraordinary circumstances are circumstances that could not be avoided, the situation outside the control of the insured who is referring to such a situation and whose consequences could not be avoided even if all reasonable measures were taken.

COMMON GENERAL PROVISIONS

Article 2

Who can be insured

1. Pursuant to the provisions of these Terms and Conditions, the following persons can be insured:
   a. Croatian citizens and foreigners with regulated temporary or permanent residence in the Republic of Croatia;
   b. Foreigners who travel outside the country of residence as tourists and are not engaged in a part-time activity during their stay in the Republic of Croatia. In this case, the insurance coverage is valid only on the territory of the Republic of Croatia.
2. A travel insurance contract can be concluded for persons referred to in paragraph 1 of the subject Article, regardless of their health condition and ability to work, except for persons with severe mental or physical disorders and nervous system diseases, and persons who lack legal capacity.
3. Persons aged a maximum of 80 years may be insured.
4. Pursuant to the provisions of these Terms and Conditions, Croatian citizens who are working abroad may also be insured if they do not have mandatory health insurance in the foreign country where they perform work. An insurance contract can be concluded only for a short term, with an extra premium in accordance with the Table of increased-risk occupations from the Travel Insurance Price List.

Article 3

Territory of insurance validity

1. The insurance is valid in all countries in the world and in the Republic of Croatia, unless otherwise agreed.
2. By way of derogation from paragraph 1 of the subject Article, the insurance coverage for private liability insurance is limited to the countries of the European continent. In case of voluntary health insurance, the insurance coverage shall not apply in the Republic of Croatia for Croatian citizens and foreigners with regulated temporary or permanent residence in the Republic of Croatia and in the country where the insured person has mandatory health insurance. The insurance coverage for foreigners who travel outside the country of residence as tourists and are not engaged in a part-time activity during their stay in the Republic of Croatia is valid only on the territory of the Republic of Croatia.

Article 4

Rights under the insurance

1. In accordance with these Terms and Conditions, the following can be concluded:
   - voluntary health insurance for persons during travel and stay abroad and in the Republic of Croatia for foreigners;
   - insurance against consequences of accident during travel;
   - lost luggage insurance;
   - trip cancellation or interruption insurance, business trip cancellation insurance;
   - flight delay insurance;
   - private liability insurance.
2. The rights concluded under the insurance shall be stated in the policy and insurance premium shall be paid for exercise of those rights.
3. If an extra premium has not been paid for a specific increased risk pursuant to the Insurer Price List, the rights under the insurance are reduced in the ratio of the premium paid and the premium that the policyholder should pay.
4. If one policy covers a group of insured persons, the total maximum amount of the Insurer liability per one loss event for all insured persons listed in the insurance policy is 2,000,000.00 HRK.

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Article 5

Conclusion of the insurance contract and its duration

1. Trip cancellation or interruption insurance and business trip cancellation insurance is generally concluded when contracting a trip or buying an airline ticket, and may be concluded within 7 days from the date of purchasing, i.e. paying for the travel ticket (including airline), paying for accommodation, i.e. booking the accommodation. If the trip or ticket is paid in installments, the date of payment is the date of first installment payment. The risk of trip cancellation or interruption may not be contracted if there are less than 14 days until the start of the trip.
2. Flight delay insurance is concluded on the day of purchasing the airline ticket.
3. An insurance contract is concluded when the policyholder and the Insurer sign the insurance policy, and the insurer liability starts when the insurance policy has been paid in full.
4. If the insurance contract is concluded on the basis of written proposal, the signature of the policyholder on the proposal shall be considered the signature on the insurance policy.
5. The Insurance may be a short-term insurance with a duration of 1 to 364 days or as an annual insurance.
6. If the annual insurance is concluded, the duration of such insurance shall be one year within which the insured person is entitled to insurance coverage for the rights under the insurance contract for an unlimited number of trips abroad. In any case, the insurance coverage is limited to 5 weeks (35 days) per one trip.
7. Annual insurance may be renewed year after year, unless any of the parties cancels it and provided that the insurance premium has been paid by the beginning of the following year. Each contracting party may terminate the annual travel insurance contract by notifying the other party thereof in writing at least 30 days before the expiry of the current insurance year.
8. In any case, the insurance is terminated in case of death of the insured person or 100% permanent disability and if the insured person becomes mentally ill or unable to perform work.

Article 6

Commencement and the end of insurance

1. Voluntary health insurance for persons during travel and stay abroad and in the Republic of Croatia for foreigners

   The coverage period starts at 12:00 a.m. on the day specified in the policy as the commencement date, but not before the insured person crosses the state border when travelling abroad (the border of the country where permanent residence / regular residence is registered), provided that they had previously paid the insurance premium, and ends after the insured person crosses the state border when returning to the country of the registered permanent residence / regular residence, and not later than at 12:00 a.m. on the date specified in the policy as the expiry date of the insurance policy.

   In the case of voluntary health insurance for persons during travel and stay abroad and in the Republic of Croatia for foreigners, the costs incurred after the agreed insurance period shall be covered within the insured sum no later than 4 (four) weeks from the expiry of the agreed insurance period, but only if it is established that return from abroad (from the Republic of Croatia for foreigners) is not possible due to medical condition of the insured person.
2. Insurance against accident, lost luggage insurance and private liability insurance

   The coverage period starts at 12:00 a.m. on the date specified in the policy as the commencement date, but not before the travel commences (provided that the insurance premium had previously been paid in full), and ends after the travel ends, and not later than at 12:00 a.m. on the date 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 coverage period starts at 12:00 a.m. on the date specified in the policy as the date of concluding the insurance contract (provided that the insurance premium had previously been paid in full), and ends at 12:00 a.m. on the date when 50% of the envisaged travel duration has been used. In the event of travel insurance for private trip cancellation or private trip interruption and the event of travel insurance for business trip cancellation, the insurer liability for the insurance begins at 12:00 a.m. on the date when the ticket was bought or hotel or similar reservations were made, and ends at 12:00 a.m. on the date when 50% of the envisaged travel duration has been used, if the insurance premium had been previously paid in full.

   In case of flight delays, the insurance coverage commences at 12:00 a.m. on the date when the airline ticket was bought, and ends at 12:00 a.m. on the day specified in the policy as the date of expiry of the insurance, provided that the insurance premium had been previously paid in full.
4. If a traveler, in case of extraordinary circumstances that could not be avoided and that occurred at or near the destination and which significantly influence the implementation of the package or which significantly influence the transport of passengers at the destination, uses his right to terminate the agreement on package travel arrangements before the beginning of the travel, the insurance contract shall be terminated with the refund of the premium. In this case, the full refund of all payments for package arrangement shall be executed by the tourist agency that received them and the insured person shall not be entitled to any additional damages.

I. GENERAL PROVISIONS

Article 7

Notification of insured event and evidence provided to the Insurer

1. The insured event of the travel health insurance is notified by telephone to the Helpdesk of UNIQA osiguranje, and in case of other types of coverage, notification is done via webpage www.uniqa.hr, or in writing via e-mail address prijava.stete@uniqa.hr or to the address of the Insurer registered office in Zagreb.
2. The Insurer may request the translation of invoices and enclosed medical documents. The translation costs shall be deducted from the amount of damage.
3. The Insurer is entitled to request, at their own discretion, all relevant evidence relating to each insured event that, due to the circumstances of a particular event, are essential for determining the Insurer liability and the amount thereof.

Article 8

Payment of insurance premium

1. The insurance premium shall be paid in full before the trip begins, unless otherwise agreed.
2. If the insurance premium is paid by mail, bank transfer or other payment institution, the date on which such institution has received a payment order shall be considered the payment date.
3. If the payment in installments of the premium is agreed, in case of occurrence of the insured event, all outstanding instalments become due and the Insurer reserves the right to deduct those instalments from the amount of the claim.

Article 9

Payment of insurance indemnity

1. When the insured event occurs, the Insurer shall pay the insurance indemnity specified in the contract within the agreed deadline, which may not exceed fourteen days, starting from the day of receiving the notice that the insured event occurred by the Insurer.
2. However, if a certain time is required to establish the existence of the Insurer's liability or the amount thereof, the Insurer shall pay the insurance indemnity specified in the contract within thirty days from receiving the indemnity request or notify the insured person within the same deadline that their request is not grounded.
3. If the amount of the Insurer liability is not determined within the deadlines referred to in paragraphs 1 and 2 of the subject Article, the Insurer shall pay, immediately, the undisputable part of their liability as advance payment.
4. If the sum insured is contracted in foreign currency, the insurance indemnity is paid in HRK counter value under the midpoint exchange rate of the Croatian National Bank on the payment date.
5. If the costs are covered by other voluntary or mandatory insurance, the insurance indemnity shall first be paid from such insurance.
6. The insured persons authorize the Insurer to collect all the necessary evidence and information from third parties, namely providers of healthcare and other services (if necessary) required to determine the Insurer liability. The insured person shall thus relieve third parties of their obligation to maintain confidentiality.
7. At the request of the Insurer, the insured person undertakes to subject themselves to a medical examination by a physician chosen by the Insurer. In such case, the examination costs shall be borne by the Insurer.

Article 10

Exclusion of the Insurer liability

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

- losses caused by war, civil war, revolution, rebellion, unrests resulting from such events, war weapons, imprisonment, seizures, limitations or custodies and the consequences of these events or attempts thereof by sabotage, detonation of explosives, if a person who does the aforementioned acts maliciously or for political reasons, civil unrests, violence or other similar events;
- losses caused by confiscation, requisition or other similar measures implemented or intended to be implemented by an authority or other similar organization competing for or holding power;
- losses caused by interruption, work stoppage or strike of the insured person, and losses caused by breaching patent and license rights;

- losses due to a penalty (fine) which the insured person is required to pay;
- losses directly or indirectly caused by an act of terrorism or related thereto. For the purposes of these Terms and Conditions, an act of terrorism shall mean any use of force and/or threats of any kind by individuals or group(s) of people to achieve political, religious, ethnic, ideological or similar goals that cause fear or panic among general public, including (but not necessarily) the intention to thus influence the government and/ or state institutions, regardless of whether that person(s) or group(s) act independently on behalf of or in connection with any organization(s) or government(s) or not;
- losses that are directly or indirectly, in whole or in part, caused by or resulting from:
  - the activity or due to the presence of natural and elementary disasters;
  - ionizing radiation or contamination with radioactive substances from nuclear fuel or waste or contamination due to nuclear fuel combustion;
  - radioactive, toxic or other hazardous and threatening characteristics of a nuclear facility, reactor or other nuclear systems or nuclear component thereof;
  - weapons or devices whose destructive power is derived from atomic or nuclear fission and/or fusion or other similar reactions or radioactive substances;
  - radioactive, toxic, explosive or any other hazardous properties of radioactive substances.
- losses caused by earthquake;
- losses that in any way result from or are the consequence of committing or attempting to commit a criminal act or offense, committed or attempted by the policyholder / the insured person / the employee of the insured person, as well as losses caused by escaping after such actions; in such cases, it is not relevant for the grounds of the decision of the Insurer not to accept the liability for damages whether these persons are found guilty of a crime or offense they are charged pursuant to a final decision;
- losses arising from violations of the right to image, reputation, honor, dignity, freedom of economic activity, etc.;
- operation of all types of aircrafts, vessels, motor and other vehicles without a proper statutory license authorizing the driver to operate and drive such type of an aircraft, vessel, motor and other vehicle; when operating vessels motor and other vehicles, the Insured person shall have an appropriate driving license (prescribed official license authorizing the driver to operate and drive such type of an aircraft, vessel, motor and other vehicle). This also applies to vehicles that do not move on public roads.
  The insured person is considered to possess an appropriate driving license (the prescribed official document) when, for the purpose of preparing and taking the exam to obtain official document, they drive under direct supervision of officially licensed expert instructor;
- attempted or committed suicide by the insured person;
- events deliberately caused by the policyholder, the insured person or the insurance beneficiary;
- losses caused by a disorder of consciousness, or the effects of alcohol and/or narcotics on the Insured person, regardless of any liability of the third party for the occurrence of the insured event. It shall be considered that the insured event occurred due to the effects of alcohol if the level of alcohol in blood measured immediately after the occurrence of the insured event was higher than 0.50 g/kg in case of the operation of a vehicle, and in other cases, higher than 0.80 g/kg. It shall also be considered the insured person was under the influence of alcohol if they refuse to undergo an alcohol test after a road accident, and if they leave the place of the accident before the police arrived, or if they fail to call the police or inform the nearest police station about the road accident, or if they otherwise avoid alcohol testing.

Article 11

Dispute settlement

1. All persons having a legal interest under the insurance contract shall primarily seek to settle their possible disputes with the insurer, arising from or in connection with the insurance contract, amicably through a peaceful procedure with the insurer.
   The insured person, the policyholder and the beneficiary of the insurance contract may submit a complaint to the provision of insurance services and the fulfilment of obligations under the insurance contract due to the actions of the insurance company or the person performing insurance agency activities, the decision of the insurance company in connection with the insurance contract or the execution of the insurance contract, the actions of the insurance company in connection with the settlement of claims arising from the insurance contract, within a period of 15 (fifteen) days from the date of receiving the decision on which they filed a complaint, or the day when they learned the reason for the complaint.
   The complaint is submitted:
   a) verbally to the record:
      - to the registered office of UNIQA osiguranje d.d.
   b) in written form:
      - to the address of UNIQA osiguranje d.d.
      - by fax to 01/6324 250 or
      - e-mail to info@uniqa.hr.

   The complaint shall include:
   a) the name, surname and address of the complainant who is a natural person or their legal representative, or the name and registered office of the company, as well as the name and surname of the responsible person of the complainant who is a legal person,
   b) the reasons for the complaints and demands of the complainant,
   c) the evidence supporting the statements from the complaint, if they can be attached, and may also contain documents that were not considered in the process which led to the decision due to which the complaint is being submitted, as well as proposals for the presentation of evidence,
   d) the date of filing the complaint and the signature of the complainant or the person representing them,
   e) power of attorney, when a complaint is filed by an attorney.
   After analyzing and verifying the statements in the complaint, UNIQA osiguranje shall respond in writing to the complainant no later than 15 days after receiving the complaint.
   If the complaint is submitted by electronic mail or the complainant expressly demands, the answer to the complaint may be sent by electronic mail, in compliance with regulations governing the protection of personal data.
   At the request of the complainant, the insurance company shall inform the complainant about the received complaint and the course of the procedure.
2. In case of a dispute between the policyholder/insured person and the Insurer, the jurisdiction of the competent court in Zagreb is agreed upon.

Article 12

The Parties mutually 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 the company UNIQA in Zagreb.

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 13

What is covered by the insurance

The insurance shall cover emergency medical assistance provided due to the occurrence of a sudden illness or accident on the part of the insured person during travel and stay abroad and in the Republic for Croatia to foreigners. The insurance for persons during travel and stay abroad and in the Republic of Croatia for foreigners shall cover the following:

1. Costs of the necessary medical treatment and necessary medicines prescribed by a physician
   The insurance shall cover necessary medical treatment during travel abroad caused by illness or an accident, including the cost of necessary medicines, prescribed by a physician.
   The necessary medical treatment shall mean the following:
   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 of scientifically proven and clinically tested methods at a facility regarded as a hospital shall be covered;
   c) surgeries, including any surgery-related costs;
   d) diagnostic radiology;
   e) laboratory diagnostics.

   The insurance shall also cover dental treatment for the purpose of relieving acute toothache up to EUR 150.
2. The costs of necessary transportation to nearest adequate hospital or clinic
   The insurance shall cover the transportation of ill or injured insured person from the place of the accident or the place of temporary stay abroad to the nearest adequate hospital or clinic. Medically necessary transportation shall be recommended by a physician or conditioned by the medical condition of the insured person.
3. Rescue costs
   The insurance shall cover rescue costs in the entire world, except in the country where the insured person has regulated mandatory health insurance up to the amount determined by the Price List depending on the agreed sum insured.
   The amount of rescue cost compensation per accident depends of insurance voluntary health insurance on the agreed amount specified in the corresponding policy.
   These costs are up to the limit:

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

4. The costs of medically prescribed transportation of the insured person in the country of residence (repatriation)
   If the medical condition requires repatriation, the repatriation of the insured person shall be organized from the place of stay to the place of residence of the insured person or to the hospital in the domicile country selected by the medical staff of the insurer and, if necessary, the insured person shall be accompanied by a medical team. Additional transportation costs in case the insured person is accompanied by another person shall be covered if the medical staff considers such accompaniment necessary. Only the physicians of the insurer can decide if transportation is advisable and which means of repatriation to use. If physicians consider that the transportation of the Insured person is feasible and the Insured person refuses it, the services of the Insurer shall instantly be suspended, especially in relation to medical or hospital costs of the future return to the domicile country. The total listed costs are covered up to the limit of 50% of the sum insured for travel health insurance subscribed to the insurance policy. The transportation costs up to 1,800 EUR shall be reimbursed if transportation of the Insured person is not organized by the help desk of UNIQA osiguranje d.d.
5. Transportation costs in the event of death of the insured person
   The insurance shall cover the transportation costs for standard transportation of the remains of the insured person in the last place of residence of the insured person.
   The transportation costs up to 1,800 EUR shall be reimbursed if transportation of the Insured person's remains is not organized by the help desk of UNIQA osiguranje d.d.

Article 14

What is not covered by the insurance

In addition to the cases specified in Article 10, the insurance shall not cover the costs (Article 13, paragraphs 1 to 5) caused by the following:

1. treatment that started prior to the conclusion of the insurance contract;
2. treatment of chronic diseases, their consequences and the consequences of accidents that existed or were known or had to be known at the time of concluding the insurance contract, i.e. prior to the commencement of the insurance, even if such diseases or consequences were not treated, as well as the consequences of diseases that have been treated in the last six months prior to the commencement of the insurance, except in the case of acute attacks when medical help was provided to save the life of the insured person or to relieve them of acute pain;
3. treatment that is the purpose of travelling abroad;
4. treatment or healthcare that is not a consequence of an emergency medical intervention;
5. dental treatment for purposes other than relief of acute pain;
6. termination of pregnancy and medical examination during pregnancy and childbirth, except for premature births - at least two months before the term;
7. artificial insemination or other types of infertility treatment and contraception costs;
8. sexually transmitted diseases, AIDS;
9. cancer treatment, except for costs incurred by emergency medical intervention to save the life of the insured person or to relieve them of acute pain;
10. cosmetic treatments, cosmetic procedures, rehabilitation (e.g.: the costs incurred due to spa therapy, rehabilitation in sanatoriums, convalescent case facilities or similar institutions) and physical therapy;
11. treatment of mental illnesses and depression, psychoanalysis or psychotherapy treatments and any other costs related to mental, psychiatric or psychosomatic disorders;
12. thermal treatment, 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 resulting from epidemics, contamination or natural disasters that were known before departure;
16. treatment of illnesses and consequences of accidents caused by the use of airplanes, various aircrafts, unless the insured person travels by an airplane or aircraft as a passenger;
17. treatment of illnesses and consequences of accidents resulting from professional or amateur engagement in: diving, mountain climbing, parachuting, motorcycling, auto racing or racing using any other motor vehicle;
18. treatment of consequences of accidents resulting from professional or amateur engagement in sports, especially: ski competitions, ski jumps, bobsleigh, ski bobbing, skeleton, horseback riding etc. during public competitions and trainings unless sports risks have been specifically agreed upon and an additional premium has been paid for such sports;
19. treatment or healthcare provided by a physician who is a member of the family;
20. purchase of prostheses, artificial limbs or equipment.

UNIQA osiguranje d.d. is not obliged to cover the costs beyond reasonable and customary costs for the same type of medical service in the place where the service is provided.

Article 15

When an insured event occurs

1. In case of occurrence of an insured event, the insured person shall call the Helpdesk of UNIQA osiguranje d.d. at the phone number specified on the insurance policy and provide the following information:
   - name and surname;
   - date of birth;
   - insurance policy number;
   - when the travel abroad started and travel duration;
   - exact place at which the Insured person is situated during the occurrence of the insured event and contact telephone number
   - short description of the event and short description of what is required.
2. If the insured person fails to comply with the instructions referred to in paragraph 1 of this Article, they shall notify the Insurer about the occurrence of the insured event within the period specified in paragraph 3 of the subject Article.
3. In any case, the Insured person shall, within 3 (three) working days from the day they became aware of the occurrence of the insured event, notify the Insurer thereof, and deliver to them, without delay and no later than within one month after the end of the trip, all the original evidence they possess with regard to the travel duration and the evidence necessary to establish the grounds and the amount of liability, namely the following:
   - notification, policy, evidence of the circumstances relating to the insured event occurrence, the original invoices and other evidence of payment, discharge letters, opinions and medical and other documentation issued by physicians or medical institutions, and depending on the circumstances of each insured event.
   - Original invoices issued by the physician shall contain the following information on the insured person: name and surname, date of birth, PIN, diagnosis (name of the disease in Latin, and in case of dental treatment, information on the treated tooth and treatment shall be specified), treatment, duration of treatment and confirmation of payment.
   - In case of necessary transportation to nearest adequate hospital or clinic and in case of medically prescribed transportation of the insured person to their country, the invoices shall be supported by a medical report confirming the necessity of transportation.

Article 16

1. Helpdesk of UNIQA osiguranje d.d. is available 24/7. Calls are received in Croatian language or in other languages that are available.
2. The Insurer and helpdesk of UNIQA osiguranje d.d. are not responsible for delayed, decreased or limited provision of service nor for complete inability to provide the contracted service in any country in the event of rebellion, unrests, strikes, explosions, demonstrations, barriers to free traffic, sabotage, terrorism, civil or international war, nuclear accidents, radioactivity consequences, natural disasters and other similar cases of force majeure that prevent the provision of the contracted services.

Chapter B

2. INSURANCE AGAINST CONSEQUENCES OF ACCIDENT

Article 17

Accident

For the purpose of these Terms and Conditions, an accident shall mean any sudden event that occurs independently of the Insured person's will, which affects the body of the insured person mostly externally and suddenly, causing full or partial disability or death of the insured person.

1. The following events that do not depend on the will of the insured person shall also be considered an accident:
   - running over by a vehicle;
   - crash;
   - impact by or into an object, lightning stroke or electricity shock;
   - falling, slipping, tumbling down;
   - wounding by weapons;
   - sting or bite by animals, sting by insects, except where such sting causes an infectious disease;
   - choking and drowning;
   - burns caused by fire or electricity, hot objects, liquids or vapours, acids, alkalis, etc.;
   - inhalation of gases or vapours, penetrations of toxins, acids or

alkali into the body, except if such impacts occurred gradually or occupational disease is in question;
- poisoning with chemicals due to the lack of knowledge of the insured person, except for occupational diseases;
- choking or suffocation due to entrapment (under soil, sand, etc.);
- strained muscles, dislocation, spraining, rupture of bones due to abrupt bodily movements or sudden exertions caused by unforeseen external events, if it is diagnosed by appropriate specialist physician after the injury;
- infections caused by an accident;
- influence of light, sunlight, temperature or bad weather if the Insured person has been exposed directly due to an accident that had occurred before such exposure or they found themselves in such unpredictable circumstances which could have not been prevented or they have been exposed to such circumstances to save a human life;
- effects of X-rays or radiation if arising abruptly or suddenly, except for occupational diseases.

The insurance shall also cover an accident that occurs while the insured person is travelling as a passenger on a motor aircraft (airplane, etc.), properly licensed for passenger transport, with the exception of flying boats and any ultra-light aircrafts. 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 airplane and who does not use an airplane for purposes of occupation.

2. Under these Terms and Conditions, the following shall not be considered an accident:
   - infectious, occupational and other diseases and consequences of mental influences;
   - abdominal hernia, umbilical hernia, hydrocele and other types of hernia, except those resulting from a direct damage to the peritoneum under direct influence of external mechanical force to the peritoneum if a traumatic hernia is diagnosed after the injury and if injury of soft parts of peritoneum in that area is clinically diagnosed as well;
   - Infections and diseases that occur due to various allergies, cutting or tearing blisters or other excrescences of thickened skin;
   - anaphylactic shock, except when it occurs during medical treatment due to the accident;
   - Hernia disci intervertebralis, all types of lumbagos, discopathy, sacralgia, coccydynia, ischialgia, myofascitis, fibrositis, fascitis all pathoanatomic changes in the region of loins and lower spine defined by analogous terms;
   - ablatio retinae of a previously sick or an eye that has changed in a degenerative manner, and, on an exceptional basis, ablatio retinae of a previously healthy eye will be considered as accident if there are signs of direct external injury of eyeball diagnosed in a medical institution;
   - the consequences of delirium tremens and influence of narcotics;
   - the consequences of medical, particularly surgical interventions, which are undertaken for the purpose of treatment or prevention of an illness, unless such consequences are caused by a proven mistake of medical staff (vitium artis);
   - pathological changes of bones and pathological epiphysiolyses;
   - systematic neuromuscular and endocrine diseases;
   - mental disorders.

Article 18

What is covered by the insurance

The insurance of passengers against accidents shall cover the following:

I. Permanent disability
   1. Permanent disability as a result of an accident is a permanent full or partial loss of a body part or organ, or their function, which is determined after the completed medical treatment.
   2. If within one year from the day of the accident permanent disability is diagnosed as a result of an accident, the Insurer shall pay a certain amount from the sum insured, depending on the percentage of permanent disability.
   3. The percentage of disability shall be determined by the Insurer in accordance with the Table for determine the percentage of permanent disability as a consequence of an accident, which is an integral part of the insurance contract (hereinafter: Table of disability). Individual abilities, social status or occupation of the insured person (professional capability) are not taken into account in determining the percentage of disability.

II. Death due to an accident
   1. If the Insured person dies from consequences of an accident, the insured indemnity shall be paid.
   2. Indemnity in case of death shall be reduced by the already fixed indemnity for permanent disability, that is, for any previous indemnity for permanent disability due to the same accident if death of the insured person occurred within one year from the date of accident occurrence. The Insurer cannot request the reimbursement for overpaid indemnity for permanent disability.
   3. For persons under the age of 14 years, only actual and real funeral costs shall be paid in the maximum amount of the sum insured.

Article 19

Exclusion of the Insurer liability

In addition to the cases specified in Article 10, the insurance shall not cover the accidents resulting from the following:

1. during the operation and driving of airplanes and aircrafts of all types, except as a passenger in public transport, as well as sport parachuting, air gliding, hang gliding, paragliding, ballooning;
2. engagement in the following sports: car racing, motorcycling, motor boats racing, water-skiing - reaching a maximum speed, air sports (parachuting, paragliding, hang gliding...);
3. participating in the car, kart and motorcycle competitions (including test drives and rallies) and the accompanying trainings;
4. engagement in the following occupations:
   - pilots, flight attendants, military service (except for administrative, legal, financial and similar personnel);
5. detonation of explosives, mines, torpedoes, bombs or other pyrotechnic devices;
6. heart attack (infarction) or stroke suffered by the insured person; heart attack shall not be considered the result of an accident in any case;
7. bodily injuries at the time of treatment or intervention undertaken by the insured person themselves or undertaken at their request, unless the insured event was the cause for the aforementioned;
8. active participation in a fight, except in a proven case of self-defense.

Article 20

1. The obligations of the insured person after the occurrence of the insured event:
   1.1. After the accident, the insured person shall promptly ask for a physician's help or call a physician for examination and provision of the necessary assistance and immediately take all the necessary measures for treatment and adhere to physician's instructions regarding the manner of treatment.
   1.2. The Insurer is entitled to request a medical examination of the deceased insured person, as well as autopsy and, if necessary, the exhumation.
   1.3. The costs of the medical examination, the report (initial, final medical report, repeated medical examination and specialist's report) and other costs related to proving the circumstances of the accident and the rights under the contract shall be borne by the applicant.
   1.4. The Insurer is authorized and has the right to request from the insured person, the policyholder, the beneficiary, medical institution or any other legal or natural person additional explanation and evidence, as well as to take actions at their own expense for the purpose of the medical examination of the insured person by their physicians or medical committees in order to establish relevant circumstances of the reported accident. At the request of the Insurer, the insured person undertakes to subject themselves to a medical examination by a physician chosen by the Insurer.
2. The Insured person shall, within 3 (three) working days from the day they became aware of the occurrence of the insured event, notify the Insurer thereof, and deliver to them, without delay and no later than within one month after the end of the trip, all the original evidence they possess with regard to the travel duration and the evidence necessary to establish the grounds and the amount of liability, namely the following:
   - If the insured person died due to an accident, the beneficiary is required to submit a report, policy and evidence that the death of the insured person occurred as a result of an accident, the evidence on the causes of death, scene investigation report, decision on inheritance, i.e. evidence of their right to receive the insurance indemnity.
   - If the accident resulted in disability, the insured person shall submit: report, policy, evidence of circumstances in which the accident occurred, medical documentation on the treatment of accident consequences (with X-ray images) and medical documentation with the established consequences for the purpose of determining the final percentage of permanent disability.
   - In addition to the foregoing, in both cases, the Insurer shall be provided with all the necessary reports and information in the report of the accident, especially on the place and time when the insured event occurred and that the circumstances occurred due to which the Insurer is liable to pay the insurance indemnity and in which amount, a full description of the event , name of the physician who examined him and referred the insured person to treatment or who is treating him, medical report on the type and severity of the injury, possible consequences and information on physical defects or illnesses that the insured person had prior to the occurrence of the accident.
   - A copy of the passport or other proof of the actual beginning and end of the trip (trip duration).
3. If the insured person or the beneficiary fails to comply with the provisions of this Article and thus contributes to the occurrence of disability or greater severity of disability than it would have been otherwise,

they shall be entitled only to a proportionate part of the insurance indemnity.

Chapter C

3. LOST LUGGAGE INSURANCE

Article 21

What is covered by the insurance

1. The entire luggage of the insured person is covered by the insurance.
2. Within the meaning of these Terms and Conditions, luggage shall mean all items for personal use during the trip, including gifts and souvenirs from the trip and the things that the insured person has given for safekeeping to the carrier, company providing accommodation services or which are kept in a storage room for luggage with appropriate documents – confirmation that luggage was handed over for safekeeping, transportation or storage.
3. The insurance covers the loss, damage or destruction of luggage during travel (at departure and arrival), as well as during their stay in the travel destination due to:
   a) traffic accident;
   b) natural disasters (fire, earthquake, flood, storm, hail, lightning strike)
   c) explosion
   d) theft, robbery
   e) lost luggage, damaged luggage and stealing from the luggage, which has been handed over to the carrier.
4. The Insurer shall pay the insurance indemnity for the purchase of replacement luggage (e.g., toiletries, necessary replacement clothing, etc.) up to a maximum of 250 EUR based on the delivery of the original invoice for the purchase thereof, if the luggage handed over for transport does not arrive at travel destination on the same day as the insured person due to delay in transportation.
   The indemnity for the purchase of replacement luggage on the return to the place of residence or permanent residence shall be excluded.

Article 22

Limitations and exclusion of the Insurer liability

1. Limitations
   1.1. Jewelry, watches, furs, weapons, apparatuses and devices of any kind with accompanying equipment (e.g. binoculars, cameras, video cameras, mobile phones, laptops, tablets, personal computers, TV, projection equipment, hunting gears and shooting sports equipment, as well as binoculars) are insured only up to 1/3 of the agreed insured sum and only if carried by the insured person themselves. The insurance shall not cover in any case such items in checked luggage.
   1.2. Bicycles, kayaks, sport boats and inflatable boats, as well as other sports equipment with the accessories 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 theft from a motor vehicle without supervision only if the luggage is located in the luggage compartment that is locked and protected by metal or glass, and if existing security devices are activated.
   1.4. Luggage left in a vehicle shall be kept in a special luggage compartment or in a locked built-in roof rack.
   1.5. The insurance coverage shall apply if a motor vehicle is properly closed (with security devices activated) as set out in item 1.3. of the subject Article and parked in a hotel or public garage, hotel parking lot or a parking lot under surveillance, or if parked unattended in public traffic areas.
   1.6. The insurance protection against theft from a motor vehicle shall apply in the period from 06:00 a.m. to 09:00 p.m. local time unless the vehicle is placed in a secured garage or parking lot with payment system, when the insurance applies 24 hours.
   1.7. Luggage in the vessel is insured against burglary only if the luggage is in the locked luggage compartment, and the luggage must be positioned so that it is not visible from the outside. Insurance shall apply 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 shall also be excluded from the insurance coverage:
   Not insured:
   - money, credit cards, securities, travel tickets, IDs and documents of all kinds (e.g., passport, driving license, etc.) except for the costs of reissuing of personal identification documents;
   - objects that have artistic or collection value;
   - animals;
   - glasses, contact lenses, and all kinds of prostheses;
   - tools, apparatuses, devices and musical instruments intended for performing a business activity;
   - equipment, tools, spare parts and special equipment for motor vehicles with accompanying equipment;
   - motor vehicles, trailers, aircrafts and vessels (except bicycles, folding and inflatable boats valued at less than 1,400 EUR);
   - objects on or in unlocked vehicles or vessels and bags on motorcycles or their contents if the bags are left on a motorcycle.

   The following losses are not insured:
   - on the baggage resulting from a criminal act not reported to the competent police;
   - losses caused by natural properties or defects of objects (especially internal damage or breakage, wear, improper packing or closure of parts of luggage);
   - losses caused by the behavior of the insured person (forgotten, left, neglected items, items stored in an inappropriate manner and in inappropriate places, etc.);
   - losses incurred on a camping trip;
   - losses covered by other insurance.

Article 23

Insurer liabilities in case of the occurrence of the insured event

1. The Insured person shall, within 3 (three) working days from the day they became aware of the occurrence of the insured event, notify the Insurer thereof, and deliver to them, without delay and no later than within one month after the end of the trip, all the original evidence they possess with regard to the travel duration and the evidence necessary to establish the grounds and the amount of liability, namely the following:
   - police report including a list of all lost and damaged items along with a written report of damage, insurance policy, confirmation of the damage to the luggage issued by the competent carrier or company providing accommodation services;
   - confirmation of the paid amount of compensation for damage to the luggage issued by the competent carrier or company providing accommodation services;
   - a copy of the passport or other proof of the actual beginning and end of the trip (trip duration).
2. The insured person shall, immediately after the occurrence of an adverse event, report damage caused by criminal acts by third parties to the competent or the nearest police station.
   Damage to checked luggage shall be immediately reported to the carrier or the company providing accommodation services and the issuance of a certificate of damage shall be requested.
   The insured person shall immediately take everything in his power to eliminate, limit or mitigate adverse consequences of the insured event.

Article 24

Insurance indemnity

1. Within the contractual limits, the Insurer shall pay the following up to the sum insured as specified in the policy:
   - for destroyed or lost items (luggage) their present value;
   - for damaged items, the necessary repair costs up to the present value of the insured item;
   - for movies, sound carriers and datas, the value of material;
   - for damage to jewelry, watches, fur, apparatuses and devices of any kind with accompanying equipment, hunting gears and shooting sports equipment, up to 50% of the agreed insured sum per insured event;
   - for damage to items for personal use, gifts and souvenirs purchased during the trip, up to 10% of the agreed insured sum per insured event;
   - for administrative fees for reissuing of identity cards, passports, documents for motor vehicles and other documents, up to 10% of the agreed insured sum, and a maximum of 70 EUR per insured event.
2. The present value of the insured item shall mean a new item price at the moment of the occurrence of damage reduced by the estimated amount of depreciation due to age or wear.
3. If the insured items are totally destroyed or stolen and the Insured person cannot prove their present value, the Insurer liability is up to 50% of the purchase value of the new item.
4. In case of damage to the luggage that the insured person carries with themselves, the insured person shall account for indemnity of 50 EUR per insured event.

Chapter D

4. TRIP CANCELLATION OR INTERRUPTION INSURANCE

Article 25

What is covered by the insurance

1. The Insurer shall compensate the costs of the travel price in accordance with Article 27 of these Terms and Conditions agreed and paid by the insured person and for which the insured person concluded an insurance contract with the Insurer in accordance with Article 5, paragraph 1 of these Terms and Conditions if the trip cancellation occurred due to any of the reasons listed below, which affected the insured person or any other person connected with them.
   a) death;
   b) sudden acute illness that requires urgent medical care;
   c) accidents resulting in serious bodily injury;
   d) complications during pregnancy;

e) intolerance of vaccination that the Insured person was obliged to receive according to the valid regulations of the destination country;
f) damage to property caused by fire, natural disasters or intentional criminal acts of a third person;
g) military exercise.

The following shall be considered other persons with whom the insured person is connected within the meaning of these Terms and Conditions:
- spouse or common-law partner with whom the insured person is married or lives in cohabitation;
- children of the insured person;
- parents, siblings of the insured person or their spouse, or the person under the care of the insured person (e.g., grandparents or other persons who live with the insured person in the same household);
- adopted children and adoptive parents.

2. Illness, accident or pregnancy disorders shall be confirmed by a medical diagnosis.

Article 26

In addition to the cases specified in Article 10, the following shall be excluded from the Insurer liability:
1. The insurance coverage shall not include trip cancellation for the following reasons:
   a) illnesses that occurred prior to the beginning of insurance period or the symptoms of which have already been recognized in at that time;
   b) the consequences of an accident if the accident occurred prior the beginning of insurance and if those consequences were recognized at that time;
   c) professional reasons;
   d) epidemics in the country to which or from which the insured person is traveling.

Article 27

Insured sum – self retention
1. The insurance indemnity is limited by the agreed insured sum.
2. The insured sum is always the full price of the travel package (travel), which is paid and for which the insurance contract was concluded.
3. If the trip is cancelled by the date of the commencement of travel, the Insurer shall pay 90% of the amount paid by the insured person for the trip and reported when concluding the insurance contract.
4. If the trip is cancelled by the date of the commencement of travel, and at the latest on the date when 50% of the envisaged travel duration has been used, the Insurer shall pay 90% of the amount paid by the insured person for the trip and reported when concluding the insurance contract, reduced by the price of already used travel days.

Article 28

Insurer liabilities in case of the occurrence of the insured event
1. The insured person shall, within 3 (three) business days after the occurrence of any reason for trip cancellation as specified in Article 25 of these Terms and Conditions, cancel the trip to the company with which they signed a travel agreement, and notify the Insurer thereof in writing no later than within 15 working days, starting from the date of occurrence of the reason for the cancellation.
2. The insured person shall submit a damage claim to the Insurer together with the following documents:
   - insurance policy;
   - payment slip and travel agreement, which confirm that the trip was paid and a confirmation that the insurance premium was paid;
   - written confirmation of trip cancellation by the travel agency (if the trip was organized by an agency) or similar, whereby the date of the trip cancellation shall be clearly and explicitly stated, and in case of interruption of the trip that has already started, the date and place of trip interruption shall be stated;
   - written confirmation by the travel agency (if the trip was organized by an agency) of the amount withheld from the insured person due to trip cancellation or interruption, i.e. the confirmation that the trip has been paid;
   - if a trip is cancelled or interrupted due to an illness, bodily injury, pregnancy or vaccination intolerance, the insured person shall provide the Insurer with full medical documentation relating to the illness, injury, pregnancy or vaccination intolerance, which is connected with the Insured person's inability to travel and a certificate of sick leave or confirmation by the employer about the use of annual leave during that period, if the insured person is employed;
   - if a trip is cancelled or interrupted due to death, the insured person or the insurance beneficiary shall provide the Insurer with a death certificate / excerpt from the registry of deaths;
   - if a trip is cancelled or interrupted due to damage to property, military exercises, the insured person shall provide the Insurer a certificate of the competent authority;
   - a copy of the passport or other proof of the actual beginning and end of the trip (trip duration).

Chapter E

5. OFFICIAL TRIP CANCELLATION INSURANCE

Article 29

What is covered by the insurance
1. The insurance coverage defined in Articles 25, 26 and 27 of these Terms and Conditions, is extended to the risk of cancelling a trip due to the cancellation of official conference or business meeting by the organizers.
2. Official congress shall mean various conferences or seminars with a formal agenda, whose purpose is the review, discussion, consultation and exchange of information on a particular issue from the business scope of the insured person or the insurance beneficiary.
3. Business meeting shall be a meeting between two or more persons, without pre-established formal agenda, whose purpose is to consider certain issues from the business scope of the insured person or the insurance beneficiary.
4. The Insurer is not obliged to refund the paid fee, that is, the expenses paid in order to participate in the congress.

Article 30

Insurer liabilities in case of the occurrence of the insured event
1. The insured person shall, at the latest within 15 days from the day when the official trip was planned to begin, or from the day when the business trip that has already started was interrupted, submit a damage claim to the Insurer with the following documentation:
   - invitation from the organizer of the congress or the business meeting;
   - registration and proof of payment of the congress and travel package with the exact specification showing which part relates to the congress fee and which part to the transport and accommodation;
   - confirmation of the invitation to participate in a business meeting and proof of payment of travel package;
   - confirmation of cancellation by the congress organizers with the reasons for the cancellation;
   - certified confirmation of cancellation by the organizers of the business meeting with the reasons for the cancellation;
   - other documents referred to in Article 28 of these Terms and Conditions.

Chapter F

6. FLIGHT DELAY INSURANCE

Article 31

What is covered by the insurance
1. The insurer shall pay insurance indemnity to the insured person in case of flight delay of more than 4 hours from the scheduled departure or in case of flight delay due to which the following connected flight was missed.
2. The insurance is contracted with the participation of the insured person in a part of determined amount of damage (deductible), whereby the insurance indemnity is reduced by the amount of the agreed deductible.
3. The necessary costs shall be the costs for food, drinks, newspapers, etc., and if flight is delayed for more than 24 hours, overnight stay costs.

Article 32
1. To the same extent and under the same conditions as in Article 31, and if the premium has been paid for the family, the insurance coverage shall apply to the following persons:
   - spouse or common-law spouse who is traveling together with the insured person;
   - children of the insured person (adopted children, foster children and stepchildren), children of the spouse or common-law spouse who are traveling together with the insured person.

Article 33

Insurer liabilities in case of the occurrence of the insured event

The insured person shall, within 3 (three) business days after the occurrence of the insured event referred to in Article 31, paragraph 1 of these Terms and Conditions, notify the Insurer thereof in writing.

The insured person shall submit a damage claim to the Insurer together with the following documents:
- insurance policy;
- flight ticket;
- confirmation by the airline that flight is delayed or cancelled;
- invoices that prove the necessary costs under Article 31, paragraph 3 of these Terms and Conditions;
- if necessary, other documents proving the occurrence of the

insured event.

Chapter G

7. PRIVATE LIABILITY INSURANCE

Article 34

What is covered by the insurance

1. Pursuant to the provisions of these Terms and Conditions, the insurance covers civil non-contractual liability of the insured person for damage due to death, bodily injury or damage to health, and damage or destruction of items belonging to third parties, namely the following:
   a) persons in their private capacity during the trip, except when performing craft activities and all activities which generate profit;
   b) resulting from the possession and use of non-motorized bicycles;
   c) resulting from amateur engagement in sports, except for hunting;
   d) resulting from keeping domestic animals other than dogs when the animals are not held for the purpose of generating profit.
2. Within the meaning of the provisions of these Terms and Conditions, the third party shall not be the policyholder, the insured person and the Insurer, the employees of the insured person, spouse, parents or children of the insured person, as well as other persons living with the insured person in the same household and the persons whom the insured person takes care of. Regarding legal entities, the third person is not considered to be a co-owner of the policyholder or the insured person, entities owned or co-owned by the policyholder or the insured person. Furthermore, the third parties shall not be subcontractors and their employees in case of jobs where the policyholder or the insured person is a contractor and in charge of the job, persons affected by damage arising from the breach of contractual (professional) liability of the policyholder or the insured person, regardless of their right under the rules of non-contractual liability for damages.
   The insurance coverage is limited to the countries of the European continent.

Article 35

1. The following shall also be considered one insured event:
   - the occurrence of an adverse event that does not involve several insured persons;
   - several adverse events arising from the same cause;
   - adverse event that arises from several causes of the same type, if there is legal, economic or technical connection between these causes.

Article 36

Insurance extension

1. For the duration of trip, to the same extent as in Article 34, and if the premium has been paid for the family, the insurance coverage shall apply to the following persons:
   - spouse or common-law spouse who is living with the insured person in the same household;
   - underage children of the insured person (adopted children, foster children and stepchildren), underage children of the spouse or common-law spouse of the insured person, if they are not insured on any other basis.

Article 37

Exclusion of the Insurer liability

1. The insured persons shall not be underage persons, except in the sense of Article 36 of these Terms.
2. In addition to the exclusions listed in Article 10 of these Terms and Conditions, the insurance shall not apply to the following:
   - losses caused to the policyholder, the insured person, co-insured persons or other persons who are living with the insured person in the same household;
   - losses resulting from the performance of professional or business activities;
   - losses relating to property, which the insured person or any other person at their order has taken for a loan, rent, lease, rental or storage or transportation;
   - losses relating to movable property that occurred during their use, transportation, processing or other activities on or with them;
   - losses relating to those parts of the immovable property that are directly subject to processing, use or other activities;
   - losses caused by the insured person or persons working for them as a result of possession or use of airplanes and aircrafts, motor vehicles, trailers and vessels;
   - pure economic loss, i.e. losses not caused by damage to health or bodily injury of a person not by the destruction or damage to property;
   - requirements, which pursuant to a contract or special agreement, extend beyond the scope of legal obligation to pay for damages;
   - obligation to pay for damages that are directly or indirectly caused by the influence of asbestos, asbestos products or materials of any kind, or are in any way related to the aforementioned;
   - obligation to pay for damages caused by the disappearance and loss of items;
   - environmental damage resulting from the change in the natural state of air, soil or water or harmful emissions;
   - losses caused by use of weapons;
   - losses caused by the insolvency or illiquidity of the insured person.
3. Insurance shall not cover the liability of the insured person for damages to items caused by the following:
   - permanent influence of temperature, gas, vapour, moisture and precipitation (smoke, soot, dust, etc.), as well as mould, earthquake, noise, etc., which results in the gradual occurrence of damage;
   - land settling and landslides;
   - flood by stagnant, flowing and underground waters.
4. Insurance shall not apply to damage caused by:
   - participation in horse, bicycle, motorcycle and car racing, boxing and wrestling fighting, as well as their preparations;
   - exceeding the pro forma invoice and loan under the purchase and sale agreement, and in particular due to failure to comply with delivery deadlines and guaranteed obligations;
   - indirect losses (market loss, fall in prices, ban on imports or exports, etc.).

Article 38

1. Obligations of the insured person after the damage occurred:
   - the insured person shall notify the insurer in the event of initiating legal or administrative proceedings (claim, proposal for enforcement, payment order, criminal proceedings, etc.). In case of initiating disputes and procedures, the insurer shall, with the endorsement of the insured person, choose a proxy-attorney for representation before the court;
   - in accordance with their abilities, the Insured person shall support the insurer to resolve claims for damages and in any case follow the instructions of the insurer;
   - the Insured person is not authorized, without the consent of the insurer, to accept any claim for damages in whole or in part, and should not enter into a settlement nor make payment;
   - if they are not able to timely obtain the instructions of the insurer, the insured person shall take procedural actions (including complaints) within the prescribed deadlines, which shall not be delayed and are related to the deadline;
   - transfer or pledge of claims for damages shall only take place with the endorsement of the insurer.
2. The insurer is authorized, within the framework of the insurance contract, to submit on behalf of the insured persons all required explanations in connection with the implementation of action for damages. If the insurer proposes to resolve claims for damages by recognition, out-of-court settlement or agreement, which is not carried out due to opposition to the insured person, in such case the insurer is not obliged to bear the increased costs incurred due to the opposition, which applies to the principal and the interest and expenses.

Article 39

1. In the case of the occurrence of an insured event, damage to persons or things shall be covered by the insurance indemnity, as the costs of a dispute and other reasonable costs incurred by determining the Insured person's liability, up to the amount of the insurance.

In force as of July, 1st 2018.

Tisak: srpanj 2018.

UNIQA osiguranje d.d.
phone: (01) 6324 200
fax: (01) 6324 250
PIN: 75665455333
e-mail: info@uniqa.hr

Information to the Policyholder

INF PZO 1/2016

Basic information on the Insurer

Insurer: UNIQA osiguranje d.d.

Registered office: Planinska 13 A, 10000 Zagreb

Phone: 01/6324 200, **Fax**: 01/6324 250

http://www.uniqua.hr, **e-mail**: info@uniqua.hr

Commercial Court in Zagreb: company registration number 082097140

License for the performance of activities: UP/I-453-02/07-30/02

Reg. No.: 1446452, **PIN**: 75665455333

IBAN: HR1724840081100716564

Law applicable to the insurance contract and insurance Terms and Conditions

The legal basis for the requested insurance are General Terms and Conditions for property insurance, special terms and conditions and clauses that are an integral part of the insurance contract and are delivered to the policyholder when concluding the insurance contract. The legislation of the Republic of Croatia shall be applicable the insurance contract.

Applicable law for insurance contracts with an international element

In case of insurance contracts with an international element, pursuant to Regulation (EC) No. 593/2008 of the European Parliament and of the Council, the contracting parties are entitled to choose as the applicable law:

A) for insurance contracts concluded for a period of four months or less:
   - the law of the country in which the policyholder entered into an insurance contract,
   - the law of the country in which the place where the policyholder has their regular residence is located.

B) for insurance contracts concluded for a period of more than four months:
   - the law of the country in which the place of permanent residence or regular residence of the policyholder is located, if the policyholder is a natural person,
   - the law of the country in which the establishment of the policyholder is located if the policyholder is a natural person,
   - the law of the country in which the place where the policyholder has their regular residence is located.

The insurer proposes to choose as the law applicable the law of the country in which the policyholder entered into an insurance contract (A) or the law of the country in which the place of permanent residence or regular residence or establishment of the policyholder is located (B) or the law of the Republic of Croatia.

The period in which the proposal is binding to the proposer, right to cancel the proposal to conclude the insurance contract and the right to withdraw from the concluded insurance contract

A written proposal addressed to the insurer to conclude an insurance contract is binding to the proposer if they had not given a shorter period, for the period of eight days from the delivery of the proposal to the insurer. If the insurer, within the aforementioned period, does not refuse the proposal that does not deviate from their terms and conditions for the proposed insurance, it shall be deemed that they have accepted the proposal and that the contract has been concluded.

In this case, the contract is considered concluded when the proposal is delivered to the insurer. The proposer is entitled to withdraw the proposal to conclude an insurance contract only if the insurer has received the withdrawal or the withdrawal proposal before accepting the proposal or simultaneously with it. The withdrawal shall be valid only if in written form. The policyholder may terminate the insurance contract concluded outside the business premises or concluded remotely, without giving reasons for it, within 14 working days from the date of signing the contract, but no later than the beginning of the duration of the insurance coverage, i.e. protection.

Conditions for contract termination

The insurance contract may be terminated before the expiry of the contractual period due to contract termination or in other cases provided for in the insurance contract and the Civil Obligations Act, such as termination due to the death of the policyholder during the insurance period, termination due to failure to pay insurance premiums, termination due to identified deliberate incorrect application or withholding of information by the policyholder, as well as identified unintentional inaccuracy or incompleteness of the application by the policyholder. If the insurance period is not determined by the contract, either party may terminate the contract on the premium maturity date, notifying the other party in writing thereof no later than three months before the premium maturity. The request for contract termination shall be addressed to the insurer in writing.

Insurance contract period

The insurance contract shall be binding for a period to which it was concluded.

The insurance contract period shall be a maximum of one year and shall be determined prior to the conclusion of an insurance contract and it shall be stated in the insurance policy.

Commencement and end of insurance

1. Voluntary health insurance for persons during travel and stay abroad and in the Republic of Croatia for foreigners

   The coverage period starts at 12:00 a.m. on the day specified in the policy as the commencement date, but not before the insured person crosses the state border when travelling abroad (the border of the country where permanent residence / regular residence is registered), provided that they had previously paid the insurance premium, and ends after the insured person crosses the state border when returning to the country of the registered permanent residence / regular residence, and not later than at 12:00 a.m. on the date specified in the policy as the expiry date of the insurance policy. In the case of voluntary health insurance for persons during travel and stay abroad and in the Republic of Croatia for foreigners, the costs incurred after the agreed insurance period are covered within the framework of the agreed insured sum for a maximum period of 4 (four) weeks after the expiry of the agreed insurance period, but only if it is proven that return from abroad (from the Republic of Croatia for foreigners) for health reasons is not possible.

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

   The insurance coverage starts at 12:00 p.m. on the day specified in the policy as the beginning of the insurance, but not before the travel commences (provided that the insurance premium had previously been paid in full), and ends after the travel ends, and not later than at 12:00 p.m. on the day specified in the policy as the insurance expiration date.

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

   The coverage period starts at 12:00 a.m. on the date specified in the policy as the date of concluding the insurance contract (provi-

ded that the insurance premium had previously been paid in full), and ends at 12:00 a.m. on the date when 50% of the envisaged travel duration has been used. In the event of travel insurance for private trip cancellation or private trip interruption and the event of travel insurance for business trip cancellation, the insurer liability for the insurance begins at 12:00 p.m. on the day on which the ticket was bought or hotel or similar reservations were made, and ends at 12:00 p.m. on the date when 50% of the envisaged travel duration has been used, provided that the insurance premium had been previously paid in full.

In case of flight delays, the insurance coverage begins at 12:00 a.m. on the day when the airline ticket was bought, and ends at 12:00 a.m. on the day specified in the policy as the insurance expiration date, provided that the insurance premium had been previously paid in full.

Insurance premium amount, method of payment of the insurance premium, the amount of contributions, taxes and other costs and fees charged in addition to the insurance premium and the total amount of payment

The premium is determined in accordance with the Price List of the insurer, depending on the contracted insured sum, scope of coverage, degree of risk and the insurance period, and may depend on the payment schedule. The place of premium payment is the place where the policyholder has their seat or permanent residence, unless otherwise specified in the contract. The premium is typically paid in advance for each insurance period, unless otherwise agreed. The payment of premiums in instalments may be arranged. The insurer may charge and collect an agreed extra amount for the payment of the premium in semi-annual, quarterly and monthly instalments paid within the agreed deadlines. The premium is paid in full without deduction of the costs arising from payment transactions, fees for payment slips and similar. Possible costs for fees, taxes and other statutory charges for the premium and additional expenses from the insurance contract arising from the actions of the policyholder or the insured person, shall be borne by the policyholder. The premium is paid into the account of the insurer. The payment is considered to be executed on the day when the payment of the premium has been recorded on the giro account of the insurer. No value added tax is calculated on the insurance premium.

Procedure for settling complaints relating to contracts, address for receiving complaints and the authority competent for settling complaints

All persons having a legal interest under the insurance contract shall primarily seek to settle their possible disputes with the insurer, arising from or in connection with the insurance contract, amicably through a peaceful procedure with the insurer.

The insured person, the policyholder and the beneficiary of the insurance contract may submit a complaint to the provision of insurance services and the fulfilment of obligations under the insurance contract due to the actions of the insurance company or the person performing insurance agency activities, the decision of the insurance company in connection with the insurance contract or the execution of the insurance contract, the actions of the insurance company in connection with the settlement of claims arising from the insurance contract, within a period of 15 (fifteen) days from the date of receiving the decision on which they filed a complaint, or the day when they learned the reason for the complaint.

The complaint is submitted:

a) verbally to the record:
   - at the seat of UNIQA osiguranje
b) in written form:
   - to the address of UNIQA osiguranje d.d.
   - by fax to 01/6324 251 or
   - e-mail to info@uniqa.hr.

The complaint shall include:

a) the name, surname and address of the complainant who is a natural person or their legal representative, or the name and seat of the company, as well as the name and surname of the responsible person of the complainant who is a legal person,
b) the reasons for the complaints and demands of the complainant,
c) the evidence supporting the statements from the complaint , if they can be attached, and may also contain documents that were not considered in the process which led to the decision due to which the complaint is being submitted, as well as proposals for the presentation of evidence,
d) the date of filing the complaint and the signature of the complainant or the person representing them,
e) power of attorney, when a complaint is filed by an attorney.

After analysing and verifying the statements in the complaint, UNIQA osiguranje shall respond in writing to the complainant no later than 15 days after receiving the complaint. If the complaint is submitted by electronic mail or the complainant expressly demands, the answer to the complaint may be sent by electronic mail, in compliance with regulations governing the protection of personal data. At the request of the complainant, the insurance company shall inform the complainant about the received complaint and the course of the procedure.

All disputes arising from or in connection with the insurance relation, including all disputes referring to the issues of its valid creation, violation or termination, as well as the legal effects arising therefrom, may be referred to mediation with one of the mediation organisations in the Republic of Croatia (Croatian Insurance Bureau, Croatian Chamber of Economy, etc.).

In the event that, despite the efforts of consensual dispute resolution, the parties fail to reach a peaceful settlement, the dispute shall be settled by the competent court in Zagreb.

Supervisory authority

The supervision over the operations of the Insurer shall be carried out by the Croatian Financial Services Supervisory Agency, with seat in Zagreb.

Tisak: prosinac 2016.