243-1213

Travel Insurance Package
Terms and Conditions

Introductory provisions

The Terms and Conditions for the Travel Insurance Package are an integral part of the Contract concerning travel health insurance, travel accident insurance, liability insurance, luggage insurance and travel cancellation insurance concluded between the Policyholder and Allianz Hrvatska d.d.

In these Terms and Conditions, the following terms are taken to have the following meaning:

1) **Insurer** - Allianz Hrvatska d.d., the insurance company with whom the Policyholder has entered into an insurance contract;
2) **Policyholder** - the person who has entered into an insurance contract with the Insurer and may be a natural person or a legal person;
3) **Insured** - the person to whom the insurance relates and may be a natural person only;
4) **Beneficiary** - the person to whom the sum insured or indemnity is paid in accordance with the insurance contract. In the case of death of the Insured, the beneficiaries of the insurance shall be the legal heirs of the Insured. Pursuant to the insurance contract the beneficiary of the remaining contracted coverage shall be the Insured himself/herself;
5) **Third party** - the person who is not the subject of the insurance contract, i.e. the person whose liability is not covered by the insurance;
6) **Sum insured** - the maximum amount of the Insurer's liability per single insured event;
7) **Premium** - the amount that the Policyholder shall pay to the Insurer under the provisions of this insurance contract;
8) **Policy** - the document representing the insurance contract;
9) **Luggage** - all items for personal use during a trip, including gifts and travel souvenirs;
10) **Amateur athletes** - persons who do not pursue sport as their main activity. However, they are registered members of a sports organisation at which they train and for which they compete. Any compensation they may receive on the basis of their membership does not represent their regular income;
11) **Professional athletes** - persons who engage in sport as their primary activity (training, participation in competitions). The compensation they receive constitutes their regular income.

I. General provisions

Conclusion of the insurance contract
Article 1

(1) An insurance contract is concluded on the basis of a written policy, exclusively prior to the commencement of a trip.
(2) Travel cancellation insurance may be concluded only at the time of the conclusion of the contract concerning the travel arrangement. Where travel cancellation insurance is not agreed upon at the time of the conclusion of the travel contract, the Insurer shall not be liable for the payment of indemnity.
(3) An insurance contract is considered concluded upon the Policyholder's payment of the insurance premium.

Commencement and validity period of the insurance contract
Article 2

(1) The Insurer's liability commences at 00:00 hours on the day which is specified in the policy as the insurance commencement date, provided that the insurance premium has been paid in full by that time, and expires at 24:00 hours on the day which is specified in the policy as the insurance expiration date.
(2) Travel cancellation insurance: The Insurer's liability commences at 24:00 hours on the day which is specified in the policy as the date of the insurance contract conclusion, provided that the insurance premium has been paid in full by that time, and expire s at 24:00 hours on the day 50% of the planned trip duration of the Insured has passed.
(3) Annual travel insurance: If annual travel insurance has been agreed upon, the insurance period shall be exclusively one year, subject to a maximum duration of a single trip of 28 days. The Insurer's liability commences at 24:00 hours on the day which is specified in the policy as the insurance commencement date, provided that the insurance premium has been paid in full by that time, and expires at 24:00 hours on the day which is specified in the policy as the insurance expiration date.

Sum insured
Article 3

(1) The Insurer shall per a single insured event be liable up to the limit of the sum insured reduced by the agreed-upon franchise deductibles.
(2) The sum insured is agreed upon and stipulated in euros.
(3) The Insurer shall pay indemnity in EUR.

Jurisdiction
Article 4

Any issues arising from the interpretation of these Terms and Conditions and the insurance policy shall be governed by the law of the Republic of Croatia.

The settlement of disputes out of court and the processing of complaints
Article 5

(1) The parties will seek to settle any disputes arising from the insurance relationship by amicable agreement.
(2) The Policyholder, the Insured and the Beneficiary of the insurance are obliged to inform the Insurer of any matters of disput e, complaints or misunderstandings arising from the insurance relationship without delay.
(3) The parties shall communicate the information referred to in the previous paragraph of this Article in writing in such form which allows the content of the communication, signature of the communicating party and the time of communication to be clearly determined.
(4) The Insured, the Policyholder or the Beneficiary as defined by the insurance contract may file a complaint against a ruling or action by the Insurer. The complaint may be given orally for the record, filed by means of written submission delivered via postal service or phone number to the following addresses:
   - phone number 072 100 001,
   - in person at the Insurer's sale office,
   - in writing to the mailing address: Allianz Hrvatska d.d. Služba za kontakte s klijentima, Heinzelova 70, 10 000 Zagreb .

The complaint shall contain:

a) for natural persons the complainant's full name and address or the name of their legal representative, while for legal persons their registered name, registered office address, and full name of their legal representative,
b) the reasons for the complaint and the claims,
c) the evidence confirming particulars of the claim when they are available for the submission, as well as documents that had not been available at the time of the proceedings that led to the disputed ruling and proposals for the presentation of evidence,
d) complaint submission date and signature of the complainant or representative,
e) written power of attorney when the complaint is filed by an authorised representative.

The complaint must be filed no later than 15 days from the date of receipt of the ruling that is subject to the complaint or from the date on which the complainant came to knowledge of the action that is subject to complaint.
The insurer must respond to the complaint in writing within 15 days after the receipt of the complaint.

(5) Should the complainant submit an appeal to the decision on the complaint, the Insurer shall forward the appeal to the Insurer's Committee of Appeal. The Insurer's Committee of Appeal consists of two (2) members, of which at least one (1) must be a law school graduate. Decision of the Committee of Appeal will be communicated to the complainant in writing without delay, or eight days of receipt of the complaint at the latest.

(6) Any disputes arising from the insurance relationship or in connection therewith, including any disputes referring to the questions of validity of its coming into existence, breach or termination, as well as any legal effects thereof, may be referred for conciliation to one of the conciliation organizations in the Republic of Croatia (e.g. at the Croatian Insurance Bureau, at the Croatian Chamber of Commerce in Zagreb or the Croatian Employers Association).

Jurisdiction in case of a dispute
Article 6

If the efforts to reach an amicable settlement of a dispute remain unsuccessful, the matter will be referred for decision to the competent court in Zagreb having subject-matter jurisdiction over the matter in dispute.

II. Scope of the insurance

Insured persons and risks
Article 7

The scope of the coverage shall encompass only those insured persons and risks that are listed in the insurance policy.

Travel health insurance

The Insured
Article 8

(1) In accordance with these special provisions concerning travel health insurance, an eligible Insured person during travel and stay abroad may be a person who is a citizen of the Republic of Croatia and a foreign national who, pursuant to the Croatian Act on the Movement and Residence of Aliens, has the following status in Croatia:
- an extended stay,
- a stay based on a business visa or
- a permanent residence.

(2) Any foreign visitor during a stay in the Republic of Croatia is eligible to be an Insured person. A foreign visitor is a person resident outside Croatia who travels in the capacity of a tourist outside his/her usual environment for a period shorter than 12 months, for any purpose other than engaging in a lucrative activity in the visited destination.

Territorial limits of the insurance coverage
Article 9

Under these Terms and Conditions, the insurance coverage shall be valid for the countries listed in the insurance policy, excepting the countries in which the Insured has a permanent residence and the right to public health insurance and those countries of which the Insured is a citizen.

Scope of the Insurer's liability
Article 10

(1) The services provided by the Insurer in respect of which he pays expenses are as follows:
a) If the Insured is ill or injured, the Insurer shall:
- provide the Insured with advice and instruction on how to reach a general practitioner, medical facility, X-ray or scanning centre or another medical institution;
- in the event that the Insured requires hospitalisation, the Insurer shall select a medical institution which best suits the nature and the course of the Insured's illness, book a room at the hospital, arrange transportation to the hospital and inform the hospital on the manner in which the invoice shall be settled;
- as necessary, the Insurer shall enquire about the Insured at the hospital to ensure that the treatment is progressing correctly
- in the event that the Insured at his own initiative opts for hospitalisation at an institution which is not suitable for the nature and the course of his/her illness, the Insurer shall arrange that the Insured is transferred to an institution which better suits the nature and the course of the Insured's illness.

b) In case the Insured's health condition requires repatriation, the Insurer shall organize repatriation of the Insured from the place of stay to his/her residence, or to a hospital in the country of domicile, which shall be selected by the Insurer's medical personnel. If the need arises, the Insured shall be accompanied by a medical team. Additional costs of the transportation of a person accompanying the Insured shall be covered if the medical staff deems such escort necessary. Only the Insurer's physicians may decide whether repatriation is recommendable and decide on the method of repatriation. If, in the opinion of the physicians, the Insured's repatriation is possible and the Insured decides against it, the Insurer's services shall be instantly terminated, in particular with regard to the medical or hospital expenses which may be incurred in the event of future return of the Insured to his/her home country. The Insurer assumes financial liability for the total amount of the

listed costs up to the limit of 50% of the travel health insurance sum as it is determined in the insurance policy.

c) **If the Insured must remain hospitalized abroad for more than 7 days beyond the planned end of the trip** and if the Insured is accompanied by an insured family member, the Insurer shall cover the costs of hotel accommodation of the person accompanying the Insured until the time of the repatriation of the Insured. The Insurer shall pay an amount not exceeding EUR 50 per night for no more than 7 nights.

d) **Costs of rescue up to the limit of EUR 10 000**
In the event of rescue of the Insured by means of a helicopter or an air plane, the Insurer shall reimburse only the necessary and proven costs incurred by the Insured while being rescued from an inaccessible place or while receiving the necessary and urgent medical help.

e) **If the Insured has incurred the costs of treatment according to a physician's prescription or the costs of hospitalization, the Insurer shall provide for:**
- stationary treatment (first medical aid pending hospitalisation);
- a medical visit in the place where the Insured has gotten ill;
- the compensation for the medicine and medical supplies prescribed by a physician;
- necessary medical aids and walking aids which constitute an integral part of the treatment of broken limbs and injuries, as prescribed by physicians;
- X-ray, scanner and laboratory diagnostics;
- clinical treatment, including use of scientifically proven methods, in a hospital at the place of the Insured's stay or the nearest suitable hospital;
- the costs of transportation by formally approved emergency services for the purpose of admitting the Insured at the nearest hospital or with the nearest available physician, exceptionally by a taxi;
- the costs of transferral to a specialist clinic when medical indications require it and according to a physician's referral;
- surgeries, including any surgery-related expenses;
- dental treatment exclusively for the purpose of relieving acute toothache up to the limit of 2% of the travel health insurance sum as it is determined in the insurance policy.

f) In **the case of death of the Insured:**
- the Insurer shall organise and bear the costs of the transportation of the body from the place where the death occurred to the deceased's home or bear the costs of a funeral at the place of death, including the costs of a coffin, up to the limit of 50% of the travel health insurance sum as it is determined in the insurance policy;
- if the family of the Insured organises the transport of the Insured's body before the Insurer has approved it, the Insurer shall reimburse the costs up to the amount equalling the sum which would have been charged to the Insurer by a person who would have provided the transportation service to the Insurer if it was the Insurer who had originally organised it;
- if the Insured is not a citizen of the country from which he/she has come and his/her family wants to repatriate the body to the deceased's homeland, the Insurer shall organise the transportation of the body and assume financial liability up to the limit of 50% of the travel health insurance sum as it is determined in the insurance policy.

Exclusion of the Insurer's liability
Article 11

(1) The Insurer's liability shall be excluded in the following cases:

a) losses due to chronic diseases and consequences thereof, as well as the consequences resulting from earlier accidents, if these consequences were pre-existing and known at the time of the insurance contract conclusion or should have been recognized at the time, even if no treatment had been received to address them; likewise, losses due to consequences of illnesses which had been treated in the 6 months prior to the inception of the insurance, except in those cases when medical assistance has been rendered to save the Insured's life or provide relief from acute pain;
b) trips for therapeutic purposes;
c) costs exceeding reasonable and customary costs for the same type of medical services in the place where the service is provided;
d) treatment or care which is not a consequence of an emergency medical intervention or accident;
e) all costs incurred in connection with the treatment of malignant and cancerous diseases, except for the expenses incurred while urgent measures were being undertaken to rescue the Insured's life or provide relief from acute pain;
f) costs incurred as a consequence of illness or accident in the event of war or as a result of wartime events (whether the war has been declared or not), riots, mass movements, terrorist acts and sabotage, attacks, riots, civil unrest or similar events, radioactive contamination of any description and cause;
g) any losses or costs caused by epidemics, pollution or natural disasters which were known about prior to the departure;
h) losses caused by unnecessary exposure to danger on one's own initiative (except in case of saving someone's life, but not including participation in search and rescue missions) or by involvement in criminal and illegal acts, or as a result of intoxication or addiction (alcohol, drugs, medications) of the Insured;
i) losses as a consequence of performing any paid manual labour or physical activity. Manual or physical labour is work that requires increased physical activity, such as construction and installation works, working outdoors, working with machinery, work in the service industry (waiters, cooks, maids, etc.);
j) use of drugs or narcotics;
k) the costs of any medical services and assistance in the country of permanent residence;
l) costs of any surgical or medical procedures which can safely be postponed until the return of the Insured to the homeland;
m) costs of any medical services or medications previously known to be necessary, which are required during the trip or staying abroad;
n) costs of rehabilitation and physiotherapy, as well as the costs of artificial substitutes or similar aids (dentures, dental and orthopaedic devices, hearing aids, lenses, visual aids, etc.)
o) costs incurred as a consequence of an accident deliberately caused by the Insured or a consequence of a committed or attempted suicide;
p) costs incurred as a result of mental illnesses or depression;
q) pregnancy and consequences or complications thereof, in particular: deliberate termination of pregnancy, birth and miscarriage. However, in case of acute complications during pregnancy, the Insurer shall in accordance with the provisions of the insurance policy pay for the costs of the first medical intervention which may be necessary in order to eliminate the risk for the life of the mother and/or the child;

r) artificial insemination or another infertility treatment as well as the costs of contraception;
s) sexually transmitted diseases, AIDS;
t) accidents arising from engagement in sports at the amateur or professional level whether in terms of participating in competitions or attending training exercises;
u) accidents arising from engagement in extreme sports, parachute jumps or the like, extreme mountain climbing without a certified alpine guide and climbing tours above 6,000 m of altitude as well as expeditions and sporting activities in the wild waters;
v) accidents arising from operating motor vehicles, watercrafts or aircrafts if the Insured does not hold the required official documents;
w) accidents resulting from diving if the person does not possess a valid diving certificate;
x) accidents arising from participation in bets or occurring during or as a consequence of a criminal act or a fight (except in case of self-defence);
y) costs incurred as a result of thermal treatment, radiotherapy, phototherapy, heliotherapy, cosmetic surgery;
z) costs of vaccination and costs of dental treatment (except for the costs of emergency dental interventions); aa) treatment or care provided by a physician who is a family member;
bb) medical costs which are already indemnifiable on the basis of another contract or right.

(2) However, the Insurer always guarantees assistance to the Insured person in any situation of immediate mortal danger. A situation of mortal danger is deemed to be a situation for which it may be established that the Insured would have died if there had been no medical intervention.

Exercising rights under the insurance
Article 12

(1) In the case of occurrence of the insured event, the Insured is obliged to comply with the Insurer's instructions which form an integral part of the insurance policy.
(2) If the Insured complies with the instructions referred to in paragraph 1 of this Article, then he/she does not have to pay in a foreign country the costs referred to in Article 10 of these Terms and Conditions.
(3) If the Insured does not comply with the instructions referred to in paragraph 1 of this Article, he/she shall notify the Insurer of the reasons therefor. After the establishment of the liability, the Insurer shall reimburse to the Insured the costs referred to in Article 10 of these Terms and Conditions, including the costs of house calls and the purchase of medicines.
(4) The Insurer must be notified within 5 days of the occurrence of the insured event at the latest, except in the case of unforeseen circumstances or an act of God.
(5) In the course of undertaken interventions, the Insurer shall always comply with national and international legislation and legislative provisions.
(6) The Insurer shall not be liable for: delays or unexpected developments during the provision of the contracted services in case of strikes, explosions, demonstrations, mass movements, traffic restrictions, sabotage, terrorism, civil or interstate war, consequences of radioactivity or in any other event of an act of God, unforeseen circumstances or restrictions to the Insurer's operations.
(7) The Insurer is liable for the payment of a claim only if the evidence of the insurance coverage (original policy) is accompanied by the following documents:
a) original invoices which must contain the name of the treated person, type of illness, information about individual items of the administered medical treatment, as well as dates thereof. Where the costs relate to the purchase of medicines, the invoice shall be understood to be the prescription issued by a physician which must clearly show the prescribed medicines, their price and the confirmation by the pharmacy (stamp) that the

medicine has been paid; in case of dental treatment, the information about the treated tooth and the administered treatment must be specified in the invoice;
b) in the case of reimbursement of costs of transportation of the Insured's body or his/her funeral at the place of death, the invoices must be substantiated by an official certificate of death and a coroner's report showing the cause of death;
c) in the case of transportation to the place of residence, the invoices must be substantiated by a medical report verifying the necessity of transportation. The Insured is obliged to forward to the Insurer without delay all invoices sent to his/her home address for the purpose of payment. If he/she acts contrary to this provision, the Insurer shall reimburse only the costs relating to medical services that have been provided, whereas the costs of reminders and penalty interest shall be borne by the Insured him/herself.

(8) The Insurer may request a translation of the invoices and accompanying medical documents in which case the costs of the translation shall be borne by the Policyholder. If the costs of the translation are borne by the Insurer, these will be deducted from the claim amount.

Claim
Article 13

(1) In order to exercise the rights under the insurance, claims shall be submitted to the Insurer no later than one month after the completion of the medical treatment (at the travel destination) or after transportation to the place of residence, or, in the case of death, after transportation of the body or after the funeral at the place of death.
(2) The Policyholder, the Insured or the Beneficiary of the insurance shall at the request of the Insurer submit all pieces of information necessary for the establishment of the cause of the occurrence of the insured event or the scope of the Insurer's liability for the payment of the indemnity, including evidence on the actual commencement of the trip.
(3) At the Insurer's request, the Insured shall undergo a medical examination by a physician of the Insurer's choice.
(4) The Policyholder and the Insured shall authorise the Insurer to obtain from third parties who are providers of medical and other services within the meaning of these Terms and Conditions any information necessary for the establishment of the Insurer's liability.

Travel personal accident insurance

Eligibility for insurance
Article 14

The persons insured under these Terms and Conditions shall be included in the full liability of the Insurer regardless of their health condition and general working ability, except for mentally ill persons and persons completely deprived of business capacity who are in any case excluded from the insurance.

Definition of personal accident
Article 15

(1) Within the meaning of these Terms and Conditions a personal accident is considered to be a sudden and unexpected event that is generally caused by an external source without the Insured's intention which affects the Insured's body and results in the Insured's death or a suffered bone fracture.
(2) For the purposes of the preceding paragraph, the following cases are considered to be a personal accident: being run over by a vehicle, being victim of a vehicle crash, an impact by or into an object, an electric shock, a lightning stroke, falling, slipping, tumbling down, being

wounded by weapons, a sting or a bite by animals, a sting by insects, except where such a sting causes an infectious disease or an anaphylactic reaction to insect venom.

(3) The following cases are also deemed to be a personal accident:

- poisoning by chemical agents due to the Insured's ignorance, except in case of an occupational disease;
- infection of a wound caused by an accident;
- poisoning due to inhalation of gases or poisonous vapours, except in case of an occupational disease;
- burns caused by fire or electricity, hot objects, liquids or vapours, acids, alkalis etc.;
- choking and drowning;
- smothering or suffocation due to the Insured's being trapped (under soil, sand etc.);
- pulling of muscles, dislocation, spraining, bone fracture due to abrupt bodily movements or sudden exertions caused by unforeseen external events insofar as, after the injuries have been sustained, this is diagnosed by an appropriate specialist physician;
- influence of light, sun rays, temperature or bad weather if the Insured has been directly exposed to these due to an accident which had occurred before such exposure or if he/she has found himself/herself in such unforeseen circumstances which could not have been prevented or if he/she has been exposed to such influences because of him/her saving a human life;
- effects of x-rays or radiation if arising abruptly or suddenly, except in case of an occupational disease;

(4) According to these Terms and Conditions, the following cases are not deemed to be a personal accident:

- contagious, occupational and other diseases, congenital or acquired diseases and/or deformations, as well as the consequences of psychological afflictions;
- abdominal hernia, umbilical hernia, hydroceles or other hernias;
- infections and diseases developed because of various allergies, cutting or tearing off blisters or other excrescences of thickened skin;
- anaphylactic shock, except when it occurs during a medical treatment due to a sustained accident;
- hernia disciintervertebralis, all types of lumbagoes, discopathy, sacralgia, coccydynia, ischialgia and myofascitis, fibrositis, fascitis and all pathoanatomic changes in the region of loins and the lower spine defined by analogous terms;
- ablatio retinae of a previously sick or degeneratively changed eye, and, on an exceptional basis, ablatio retinae of a previously healthy eye will be considered an accident if there are signs of direct external injury of the eyeball diagnosed in a medical institution;
- consequences of delirium tremens and the influence of narcotics;
- consequences of medical, particularly surgical interventions which are undertaken for the purpose of a medical treatment or prevention of illness, except where such consequences are caused by a proven mistake of medical staff (vitiumartis);
- pathological changes of bones and pathologic fractures, as well as stress fractures;
- neuromuscular diseases and endocrine diseases;
- accidents due to heart failure (heart attack); heart failure (heart attack) in any event shall not be considered the result of an accident;
- accidents due to stroke, a mind or consciousness disorder, unless these are directly caused by an accident which may be understood as such in accordance with the Insurer's accepted definition of an accident.

Scope of the Insurer's liability
Article 16

(1) When a personal accident occurs in accordance with these Terms and Conditions, the Insurer shall pay the sum insured under the insurance policy.
(2) In the case of death of an insured person under 14 years of age, the Insurer is only liable for the payment of actual funeral expenses which are documented by relevant invoices and up to the sum insured under the insurance policy.
(3) In the event of a personal accident causing a bone fracture to the Insured, the Insurer shall pay the sum insured under the insurance policy, regardless of the number of fractured bones.

Exclusion of the Insurer's liability
Article 17

(1) All Insurer's liabilities shall be completely excluded if a personal accident occurs as a result of:
a) earthquake;
b) war or wartime events (whether the war has been declared or not), riots, mass movements, terrorist acts and sabotage, attacks, riots, civil unrest or similar events, radioactive contamination of any description and cause;
c) engagement in sports at the amateur or professional level whether in terms of participating in competitions or attending training exercises;
d) engagement in extreme sports, parachute jumps or the like, extreme mountain climbing without a certified alpine guide and climbing tours above 6,000 m of altitude as well as expeditions and sporting activities in the wild waters;
e) operating motor vehicles, watercrafts or aircrafts if the Insured does not hold the required official documents;
f) diving if the person does not possess a valid diving certificate;
g) participation in bets or occurring during or as a consequence of a criminal act or a fight (except in the cases of self-defence);
h) an attempted or committed suicide;
i) the Policyholder, the Insured or the Beneficiary having caused the accident deliberately;
j) the influence of alcohol and/or narcotics on the Insured, regardless of any liability of a third party for the occurrence of the accident. A personal accident is deemed to have occurred as a result of influence of alcohol if the level of alcohol in the blood, measured immediately after the occurrence of the accident, is higher than that which is permitted by law regulating the operation of vehicles, and in other cases higher than 0.80 g/kg. The Insured is deemed to be under the influence of alcohol if after a traffic accident he/she refuses to subject him/herself to a breath alcohol test, as well as if he/she leaves the place of accident before the arrival of the police, or if he/she fails to call the police or inform the nearest police station of the accident, or if he/she otherwise avoids undergoing a breath alcohol test;
k) as a result of active engagement in a fight, except in a proven case of self-defence.
(2) The insurance contract shall be null and void if at the time of the conclusion of the contract the insured event had already occurred or was occurring or it was obvious that it would occur, and the already paid premium shall be returned to the Policyholder in the amount reduced by the Insurer's expenses.

Notification of personal accident
Article 18

(1) The Insured who is injured in a personal accident shall:
a) immediately see a physician or call a physician in order to be examined and receive medical assistance and promptly take any necessary measures for the purpose of medical treatment, as well as comply with medical advice and instructions regarding the manner and course of the medical treatment;
b) notify the Insurer of the accident;
c) when notifying the Insurer of the accident, submit all necessary reports and information, in particular those about the place and the time of the occurrence of the accident, a full description of the event, the name of the physician who had examined the Insured and referred him/her for a medical treatment or who was treating him/her, the medical report on the type and degree of the injury, possible consequences, as well as the information on physical handicaps, defects or illnesses which the Insured may have sustained before the occurrence of the accident, and also relevant X-ray images.
(2) If the personal accident results in the death of the Insured, the insurance Beneficiary shall inform the Insurer thereof in writing, as well as obtain all necessary medical and other documents, including the evidence that he/she is entitled to receiving the sum insured.
(3) The costs of the medical examination and reports (the initial and final medical reports, further medical examination and a specialist's opinion), and other costs incurred in the course of establishing the circumstances in which the accident had occurred and exercising the rights under the insurance contract shall be borne by the claimant.
(4) The Insurer is authorised and has the right to request from the Insured, the Policyholder, the Beneficiary, a medical institution or any other legal entity or a natural person additional explanation and evidence, and to take action at his own cost so that th e Insured might undergo a medical examination by the Insurer's physicians or medical boards in order for the relevant circumstances in connection with the reported accident to be established.

Liability insurance

Scope of the Insurer's liability
Article 19

(1) Travel insurance policy may be agreed upon to include the following liability insurance:
a) Private liability insurance: The insurance covers civil non-contractual liability of the Insured for any claims arising from death, bodily injury or deterioration of health and damage to or destruction of property of third parties.
b) Property damage private liability insurance: The insurance covers civil non-contractual liability of the Insured for any claims arising from damage to or destruction of property of third parties.
(2) The insurance shall apply to the following losses:
(3) engendered in the capacity of a private person while engaging in his/her daily activities other than trade activities or any other profitable activity;
a) due to possession and use of bicycles without motors;
b) due to pursuing sports other than hunting on an amateur basis;
c) due to keeping domestic animals, except where animals are kept for the purpose of making money.

Exclusions from the insurance
Article 20

(1) The insurance shall not apply to:
a) losses sustained by the Policyholder, the Insured, his/her married or common-law spouse, the Insured's family members or other persons who live with the Insured in the same household;
b) losses caused deliberately;
c) losses arising from the possession and use of:
-aircrafts and watercrafts,
-motor vehicles and other vehicles which must be registered according to the legislation in force;
d) losses caused by cold steel weapons and weapons in general;
e) losses incurred due to damage to objects or completed works which have been performed or delivered by the Insured or any other person on the Insured's orders or for the account of the Insured, if the loss has been caused by the workmanship or delivery;
f) losses caused by defective products;
g) losses incurred due to damage to a third party's property caused during the performance of professional activities by the Insured involving this property (e.g. processing, repair, transportation, testing etc.);
h) losses arising from acting contrary to legal regulations;
i) losses arising from effects on the environment, and especially those caused by pollution (to water, soil and air), as well as harmful effects on plant and animal species and/or protected natural habitats;
j) pure financial losses, i.e. the losses not arising from causing bodily injury or health deterioration to a third party, or causing damage to or destruction of their property;
k) losses arising from an infringement of personality rights (non-pecuniary damage) which are not a direct result of injury to body or health and particularly all claims arising from infringements of rights to dignity, reputation, honour, trade secrets, freedom of economic activity and similar.
l) losses occurring gradually.
(2) In addition to this, the insurance shall not apply to:
a) losses incurred as a consequence of war or as a result of wartime events (whether the war has been declared or not), riots, mass movements, terrorist acts and sabotage, attacks, riots, civil unrest or similar events;
b) liability for losses directly related to use of nuclear energy, losses directly or indirectly related to high-energy ionizing radiation (e.g. alpha, beta and gamma rays that are emitted by radioactive substances and neutrons or rays produced in particle accelerators or laser rays and other similar rays);
c) liability for losses directly or indirectly caused by asbestos, products or materials made of asbestos of any kind or that are in any way related to asbestos;
d) liability for losses resulting directly or indirectly from influence of magnetic, electromagnetic fields or nuclear radiation, regardless of their source or occurrence;
e) liability of the Insured based on contractual extension of his/her liability in cases in which he/she is normally not liable by law;
f) losses for which the Insured is liable in the capacity of an investor; however, losses for which the Insured is liable in the capacity of a party contracting the works and/or a party performing the works on his/her own real estate are covered.

Insured event
Article 21

(1) The insured event is a future, uncertain loss event which is independent of the exclusive will of the Insured and on the basis of which a third party could claim indemnity. The insured event shall be deemed to have occurred at the time when it began to occur.
(2) Several consecutive losses, where such losses ensue from the same cause, shall be deemed to be a single insured event.

Insurance validity period
Article 22

(1) The Insurer shall be liable for the payment of a claim only if the insured event in question has occurred during the insurance validity period.
(2) In the case of claims arising from health deterioration which has been developing gradually, a loss event shall be deemed to have occurred at the time when the health deterioration was for the first time diagnosed by a physician and documented by a physician's report.

Sum insured and the Insured's participation in claims (deductible)
Article 23

The Insured shall participate in each claim with a deductible in the amount of EUR 100. The Insurer shall per a single insured event be liable up to the limit of the sum insured, as it is determined in the insurance policy, reduced by any agreed-upon deductibles.

The Insured's obligations upon the occurrence of an insured event
Article 24

(1) The Insured is obliged to notify the Insurer of the occurrence of the insured event within three days of gaining the knowledge thereof, as well as of the respective claim that has been submitted.
(2) The Insured is also obliged to notify the Insurer when a claim against him/her has been filed before court, when he/she has been taken into custody and when the proceedings for the submission of evidence have been instituted.
(3) In the case when an investigation has been carried out, an indictment raised or a decision on instigating criminal proceedings has been issued, the Insured is obliged to immediately notify the Insurer thereof, even in the case when he/she has already notified the Insured of the occurrence of the loss event. The Insured is also obliged to submit the report on the loss event prepared by a competent body of authority.
(4) The Insured is not authorised, without prior consent of the Insurer, to make any statements in respect of the claim, and in particular to admit it either in part or in whole, agree on a settlement or the payment of the claim, unless the facts implicate that the refusal to admit, settle or pay the claim would have been an obvious injustice. In the case when the Insured mistakenly believes that his/her liability exists or that the established facts are true, this shall not be considered a valid excuse.
(5) If a claimant lodges a claim against the Insured, the Insured is obliged to submit to the Insurer the summons or writ and all the files related to the insured loss event and the claim and allow the Insurer to take over the conduct of the lawsuit.
(6) If the Insured refuses to consent to any settlement recommended by the Insurer, then the Insurer shall not be liable for any amount in excess of the indemnity or interest or costs incurred due to such refusal.
(7) If the claimant addresses the Insurer directly with the claim, the Insured is obliged to provide the Insurer with all evidence and information he/she has at disposal and which are necessary for the establishment of the liability for the damage which has been done and for the assessment of the validity of the claim, the scope and level of the indemnity.

(8) If, due to changed circumstances, the Insured gains such a right which may result in a reduction or a cancellation of the annuity which is being paid to the claimant, the Insured is obliged to notify the Insurer thereof. If the Insured does not comply with the obligations set forth in this Article, he/she will bear any adverse consequences which may result from such non-compliance, unless these consequences would have occurred even if he/she had complied with the obligations.

The Insurer's duties upon the submission of a claim by an injured party Article 25
(1) The following are the duties of the Insurer in respect of the claim submitted by the injured party:
a) together with the Insured to conduct the defence against invalid or excessive claims (Legal protection - Article 26);
b) comply with the valid claims (Payment of indemnity - Article 27);
c) reimburse the costs of legal proceedings (Reimbursement of costs of legal proceedings- Article 28).

(1) The Insurer's duty to provide legal protection includes:

Legal protection Article 26
a) investigation of the Insured's liability for the loss that has occurred;
b) conducting the lawsuit when the claimant endeavours to exercise his/her right to indemnity in a lawsuit directly against the Insurer;
c) making statements on behalf of the Insured which the Insurer deems useful for the purposes of meeting the claims or defending against any invalid or excessive claims.
(2) The Insurer may participate in the lawsuit in the capacity of a party interested in the outcome of the lawsuit.
(3) The Insurer is authorized to refuse to conduct the lawsuit or leave the conducting of the lawsuit to the Insured if an assessment has been made that legal protection may no longer be extended considering the amount of claim as it relates to the sum insured.
(4) In the event that the Insurer deposits the sum insured as indemnity prior to the commencement of the proceedings, his obligation to extend legal protection becomes void.

Payment of indemnity
Article 27

(1) The Insurer shall pay the indemnity under the insurance on the basis of:
a) an acknowledgement he has made or approved of;
b) a settlement he has made or approved of;
c) court award, but up to and not exceeding the limit of liability under the insurance contract.
(2) The Insurer has the right to pay to the Insured the amount equal to the sum insured reduced by the amount of the agreed -upon franchise deductibles, in which case the Insurer is free from all obligations and procedures in regard to the insured event.
(3) Should the Insured be obliged to submit an indemnity deposit for purposes of security according to legal regulations or court award, the Insurer shall participate in the depositing, but not in excess of the level of his liability for the payment of the indemnity.
(4) In the case when the Insured is liable for the payment of annuity as indemnity, and the paid-up value of the annuity exceeds the sum insured or the balance after the deduction of other payments in respect of this insured event, the annuity due will only be compensated in such proportion as the sum insured or balance bears to the paid-up value of the annuity. The paid-up value of the annuity for the purpose of calculating the ratio shall be calculated on the basis of the life insurance mortality tables used in the Republic of Croatia.

(5) If the Insurer objects to the proposal of the Insured to agree upon an out-of-court settlement, he shall be liable for the payment of the indemnity and the ensuing interests and expenses, even when these exceed the sum insured.

Reimbursement of costs of legal proceedings
Article 28

(1) The Insurer shall reimburse all costs of legal proceedings regardless of whether he is conducting the lawsuit on his own or the claimant is seeking to exercise the right to indemnity in proceedings directly against the Insured, if the sum of the costs of the lawsuit and the indemnity (with applicable interest) do not exceed the sum insured.
(2) The Insurer shall pay the costs of the defence attorney in a criminal proceedings instituted against the Insured due to an ev ent which could give rise to a claim for the compensation of loss on the basis of liability covered by the insurance only in the following exceptional case: if he has been informed of the chosen defence attorney and if he has agreed to pay the costs. The Insurer shall not compensate the costs of criminal proceedings and the representation of the claimant.
(3) When the Insurer pays out the sum insured, the Insurer shall be free from further payments in respect of the indemnity and costs per single insured event.

Insurance of luggage

Scope of the Insurer's liability
Article 29

(1) The insurance covers loss of, damage to or destruction of luggage, both hand-carried by the Insured throughout the trip and checked luggage, during travel to and from, as well as during the stay in the place of destination in the following cases:

- traffic accident,
- natural disasters (earthquake, flood, storm etc.),
- fires and explosions,
- a criminal act of a third party (e.g. theft, robbery) and
- when entrusting the luggage to the carrier.

(2) In terms of these Terms and Conditions, a place of stay at the travel destination is considered to be the place where the insured person is staying for the duration of a trip, with no intention to settle in this place.
(3) The Insurer shall cover the costs of purchasing new luggage (strictly necessary replacement clothes, basic toiletries and other necessities) up to a maximum of EUR 250 in case that personal luggage which has been handed over to the carrier for the purpose of transportation does not on the same day as the Insured reach the travel destination outside his/her place of residence or stay due to a delay in transportation.
(4) The insurance does not cover indemnity for the purchase of new luggage on the return trip to the place of residence.

Exclusions and limitations of the Insurer's liability
Article 30

(1) Jewellery, watches, furs, devices and appliances of every kind with accompanying equipment (e.g., a camera, video camera, mobile phone, tablet, laptop), as well as musical instruments, are insured only up to one third of the luggage insurance sum as it is determined in the insurance policy and only if they are carried on the person. Under no circumstances does the insurance cover such objects when they are placed in checked luggage or during the time they are being used.

(2) Bicycles, kayaks, sporting folding boats and inflatable boats, as well as other sports equipment with associated equipment, are insured only during transportation to and from the travel destination and while secured at the site of the tourist accommodation in a locked room, but they are not insured during the time they are being used.
(3) Luggage in a parked vehicle, mobile home or a watercraft is insured against theft only if the vehicle, mobile home or a watercraft in question is locked, or it is stored in a locked factory equipment carrier exclusively between 6:00 and 22:00 hours. Exceptionally, if the layover is no longer than 2 hours, the insurance shall be in effect continuously.
(4) Cash, securities, jewellery, travel tickets, credit cards and all personal identification documents (passport, driver's licence etc.), artworks and animals are exempt from the insurance. Glasses, contact lenses and dentures, except in the event of a traffic accident are also not covered by the insurance.
(5) The Insurer shall not be liable for:

a) losses arising from the properties or the condition of the luggage itself, its internal flaws or the common properties of the contents of the luggage;
b) losses due to destruction of clothing and footwear due to trying it on and wearing it and of the personal luggage due to testing it and carrying it;
c) losses resulting from the destruction of fragile objects (ceramics, glass, etc.);
d) damage causing scratches on luggage, especially scratches on travel bags, suitcases, etc.;
e) theft of luggage left in a place without supervision and oversight;
f) loss of luggage due to forgetting it during travel, at the place of destination or at the place of departure on a trip;
g) losses as a consequence of loss, destruction or damage to personal cosmetics;
h) any loss arising from use, malfunction or destruction caused by insects or other vermin, climatic and atmospheric conditions, mechanical or electrical failures, staining or any method of dyeing or cleaning, or damage caused by water in any way;
i) losses in those cases when the Insured has brought about the insured event intentionally or negligently or if upon the occurrence of the insured event, in particular in a loss notification report, he/she deliberately states untrue information;
j) losses incurred as a consequence of war or as a result of warfare (whether the war has been declared or not), riots, mass movements, terrorist acts and sabotage, attacks, riots, civil unrest or similar events, radioactive contamination of any description and cause.

Notification of the insured event
Article 31

(1) Upon occurrence of the insured event the Insured is obliged to immediately report the losses and/or damages sustained as a result of a criminal act of a third party to a competent or nearest police station. A police report including a list of all lost or damaged items should be submitted to the Insurer along with a written loss notification within 30 (thirty) days of the date o f occurrence of the insured event at the latest.
(2) Losses of and/or damages to checked luggage must be reported without delay to the carrier or the organisation providing accommodation services. A loss certificate must be submitted to the Insurer along with a written loss notification within 30 (thirty) days of the date of the occurrence of the insured event.
(3) If the damage is fully recovered from the carrier or the organisation providing accommodation services, the same can not be recoverable from insurance.

Indemnity
Article 32

(1) The indemnity shall be paid in the amount of the purchase value of the lost item reduced by the estimated amount of depreciation because of its age or wear and tear (present value), but the paid amount shall not exceed the stipulated sum insured.
(2) If the insured items are totally destroyed or stolen and the Insured cannot prove their present value within the meaning of the preceding paragraph, the Insurer shall be liable for a payment to a maximum of 50% of the purchase value of a new item.
(3) For damaged items the Insurer is obligated to reimburse the necessary repair costs, up to the amount of the present value of the insured items.
(4) For movies, image, audio and data carriers (media in short), the Insurer shall reimburse the present value of the lost medium. The material stored on the lost media is not subject to indemnity and are in all cases excluded from the insurance.
(5) In the case of loss of and/or damage to the luggage which is hand-carried by the Insured, the Insured shall participate in the claim in the amount of EUR 50 per loss event.

Travel cancellation insurance

Sum insured
Article 33

The sum insured equals the price of the travel agreed upon and paid by the Insured in respect of which he/she has concluded an insurance contract with the Insurer.

Scope of the Insurer's liability
Article 34

(1) If the Insured cancels the contracted trip due to unforeseen obstacles or obstacles which could not have been prevented or avoided by the Insured, and which may have arisen between the time of the conclusion of the contract concerning the trip and the commencement of the trip, or if for these reasons the Insured is forced to interrupt a trip which has already commenced, providing that he had not used more than 50% of the planned trip, the Insurer shall indemnify the costs of travel cancellation if the trip in question has been cancelled because of any of the following events:

a) sudden acute illness (except for mental illness) which requires urgent medical care; pregnancy disorders; death or severe bodily injury of the Insured, the Insured's spouse or co-resident common-law spouse, children, parents, siblings, or persons entrusted to the Insured's care;
b) the intolerance to vaccination which the Insured was obliged to take according to valid legal regulations of the country of destination;
c) greater damage to the property of the Insured caused by a natural disaster, fire or a deliberate criminal act of a third party;
d) military exercise;
e) theft or total damage to the vehicle of the Insured, if he/she is travelling by this vehicle.

Indemnity
Article 35

(1) In the case of occurrence of an insured event the Insurer is liable to pay the indemnity in the amount of 90% of the price of the trip agreed upon and paid for by the Insured.
(2) If the trip is cancelled prior to the planned commencement of the trip, the Insurer shall indemnify the full amount of the already paid premium for the remaining unused coverage as it is agreed upon in the travel insurance contract which stipulates the indemnity in the event of travel cancellation.

Notification of the insured event
Article 36

(1) The Insured is obliged to within 3 (three) working days of the occurrence of any reason for travel cancellation as specified in Article 34 of these Terms and Conditions cancel the trip at the travel agency with which he/she has entered into the travel agreement or to cancel the arrangements with the provider of accommodation and transport during the trip in question.
(2) If the Insured has to cancel the agreed upon or commenced trip for any of the reasons specified in Article 34 of these Terms and Conditions, he/she is obliged to inform the Insurer thereof in writing at the latest within 15 working days from the date of the occurrence of the reason for the cancellation.

Article 37

(1) The Insured is obliged, within 30 days of the date when the trip should have commenced according to the original plan at the latest, to submit to the Insurer a claim along with the following documents:
a) the original insurance policy;
b) a payment slip and travel contract whereby he/she confirms that the travel has been paid for;
c) a written certificate of the travel cancellation by the travel agency or the provider of accommodation and/or transportation services, on which the date of travel cancellation must be shown clearly and explicitly, and in the case of the termination of a trip which has already commenced, the date and place of the termination of the trip must be specified;
d) a written statement by the travel agency or the provider of the accommodation and/or transportation services showing the amount that has been charged to the Insured because of the cancellation or termination of the trip;
e) if a trip is cancelled or terminated because of illness, bodily injury, pregnancy or intolerance of a vaccine, the Insured must submit to the Insurer the complete medical documentation relating to the illness, injury, pregnancy and vaccination, which is related to the Insured's inability to travel, as well as a sick-leave report or the employer's certificate on the use of a paid holiday in that period if the Insured is employed;
f) if a trip is cancelled or terminated because of death, the Insured or the Beneficiary must submit to the Insurer the death certificate or an extract from the Register of deaths;
g) if a trip is cancelled or terminated because of a loss of and/or damage to property or a military exercise, the Insured must submit to the Insurer a certificate of the competent authority.

Final provisions
Article 38

The contract concerning personal travel health insurance, personal travel accident insurance, liability insurance, luggage insurance and travel cancellation insurance shall also be subject to other mandatory provisions of the Civil Obligations Act, and to dispositional provisions where the issues to which they relate are not regulated otherwise hereunder.
In case of discrepancies between hereby noted and agreed wordings of subject policy in Croatian language and the English translation, the Croatian policy wordings will prevail.

Applicable since 3rd of December 2013

Travel Insurance Package: Special Terms and Conditions

Only those clauses the application of which has been explicitly agreed upon and for which the insurance premium has been paid shall be applicable in terms of the insurance contract.

PO 1/2013 clause: Amateur sports

Contrary to the provisions of Article 11 paragraph (1), item t) of the Travel Insurance Package Terms and Conditions 243-1213, providing that the travel health insurance coverage has been contracted, as specified in Article 18 paragraph (1), item c) of the Travel Insurance Package Terms and Conditions 243-1213, and that the travel accident insurance coverage has been contracted, the insurance coverage shall also cover amateur engagement in sports.
All other applicable exclusions and provisions of the Travel Insurance Package Terms and Conditions 243-1213 remain unchanged.

PO 2/2013 clause: Professional sports

Contrary to the provisions of Article 11 paragraph (1), item t) of the Travel Insurance Package Terms and Conditions 243-1213, providing that the travel health insurance coverage has been contracted, as specified in Article 18 paragraph (1), item c) of the Travel Insurance Package Terms and Conditions 243-1213, and that the travel accident insurance coverage has been contracted, the insurance coverage shall also cover professional engagement in sports.
All other applicable exclusions and provisions of the Travel Insurance Package Terms and Conditions 243-1213 remain unchanged.

PO 3/2013 clause: Business trips

Contrary to the provisions of Article 11 paragraph (1), item t) of the Travel Insurance Package Terms and Conditions 243-1213, the insurance shall also cover the losses incurred as a consequence of performing any paid manual labour or physical activity.
All other applicable exclusions and provisions of the Travel Insurance Package Terms and Conditions 243-1213 remain unchanged.

PO 4/2013 clause: "ALL RISK" travel cancellation insurance

In addition to the provisions of coverage as specified in Article 34 of the Travel Insurance Package Terms and Conditions 243-1213, if the Insured cancels the contracted trip due to unforeseen obstacles or obstacles which could not have been prevented or avoided by the Insured, and which may have arisen between the time of the conclusion of the contract concerning the trip and the commencement of the trip, or if for these reasons the Insured is forced to interrupt a trip which has already commenced, on the condition that he had not used more than 50% of the planned trip, the Insurer shall indemnify him/her 90% of the actual trave l cancellation costs providing that the causes to the loss event in question and the incurred costs do not include:
- mistakes while selecting travel destinations (locales, hotels etc.) or service providers;
- gross negligence or wilful misconduct of the Policyholder or the Insured;
- multiple bookings or reservations with overlapping travel times;
- the Insured's unwillingness to travel;
- war, hostilities, war operations or similar actions and terrorism of any kind;
- epidemics and pandemics;

- natural events;
- act of God;
- prohibitions and government decisions;
- nuclear events;
- events that occurred prior to insurance contract conclusion, or could have been predicted;
- insolvency, payment incapability or bankruptcy of the travel operator;
- planned, anticipated or deferred surgical procedures, medical treatments or interventions.

All other applicable provisions of the Travel Insurance Package Terms and Conditions 243-1213 remain unchanged.

PO 5/2013 clause: Extended travel cancellation insurance

Article 34 paragraph 1 of the Travel Insurance Package Terms and Conditions 243-1213 shall be extended in terms of the following item and the corresponding coverage:
-failing a final secondary school exam or a grade.
All other applicable provisions of the Travel Insurance Package Terms and Conditions 243-1213 remain unchanged.