



INTRODUCTORY PROVISIONS

The Travel Insurance Package Terms and Conditions constitute an integral part of the Contract on travel-health insurance of persons during travel and stay abroad, daily compensation insurance for unused ski-pass, daily compensation insurance while wearing a plaster cast, automotive assistance insurance, insurance of passengers against accidents, private liability insurance, insurance of luggage transported by airplane, travel cancellation insurance, concluded between the Policy holder and Generali osiguranje d.d.

In these Terms and Conditions, the terms shall have the following meaning:

- 1) **Insurer** - Generali osiguranje d.d. with which the Policy holder has entered into an insurance contract;
- 2) **Policy holder** - the person who has entered into an insurance contract with the Insurer and may be any natural person or legal entity;
- 3) **Insured person** - the person whom the insurance refers to and may be a natural person only;
- 4) **Insurance beneficiary** - the person whom the sum insured or compensation is paid to;
- 5) **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;
- 6) **Sum insured** - the maximum amount up to which the Insurer is held liable per single loss event;
- 7) **Premium** - the amount payable for the insurance pursuant to the insurance contract;
- 8) **Policy** - is the document representing the concluded insurance contract;
- 9) **Insurance contract** - comprises of the Policy and these Terms and Conditions;
- 10) **Luggage** - all items for personal use during travel, including souvenirs therefrom.

I. GENERAL PROVISIONS

CONCLUSION OF THE INSURANCE CONTRACT

Article 1

1. The Insurance contract is concluded on the basis of a written or oral proposal, but solely prior to the commencement of the travel.
2. Travel cancellation insurance may be concluded only through a travel agency, exclusively at the moment of travel agreement conclusion. If the travel cancellation insurance is not concluded at the time of the travel agreement conclusion, the Insured person shall not be required to make payments under indemnity.
3. The Insurance contract shall be deemed to have been concluded at the moment of execution of the Policy by both the Policy holder and the Insured person.

INSURANCE POLICY

Article 2

1. The Policy shall contain the following data:
 - 1) Agreeing Parties
 - 2) Insured person (s)
 - 3) Risk covered by the insurance
 - 4) Insurance duration and the coverage period
 - 5) Sum insured
 - 6) Premium
 - 7) Date of the policy issue
 - 8) Signatures of the Agreeing Parties
2. In case of conflict between a provision hereof and a policy provision, the policy provisions shall apply, while in case of conflict between a printed and a handwritten policy provision, the handwritten provision shall apply.

COMMENCEMENT AND DURATION OF THE INSURANCE CONTRACT

Article 3

1. Voluntary health insurance of persons during travel and stay abroad, automotive assistance insurance during travel and stay abroad and private liability insurance.
The Insurer's liability shall commence at 00.00 hours on the day specified in the policy as the insurance commencement day, but not before the insured person/vehicle crosses the state border on his way out from the Republic of Croatia, provided that the Insurance premium has been fully paid until that moment, and end at 24.00 hours on the day specified in the policy as the expiry date of the policy or earlier, should the Insured person/vehicle cross the state border on his/her way back to the Republic of Croatia before that time.

If the loss occurs during the insurance period, the Insurer's liability shall also exist upon the expiration of such period.

Voluntary travel health insurance of foreign visitors during their stay in the Republic of Croatia

The Insurer's liability commences at 00.00 hrs on the day which is specified in the policy as the insurance commencement date, but not before the time the Insured crosses the state border when entering the Republic of Croatia, provided that the insurance premium has been paid in full by that time, and expires at 24.00 hrs on the day which is specified in the policy as the insurance expiration date or earlier if the Insured crosses the state border when leaving the Republic of Croatia before that time.

If a loss occurs during the insurance period, the Insurer's liability shall also exist after expiration of the insurance period.

2. The insurance of passengers against accidents and insurance of the luggage transported by airplane
The insurance commencement shall be the date specified in the policy as the insurance commencement, but it shall not apply before the travel actually commences, provided that the insurance premium has been fully paid by that time. The insurance expiry is the date specified in the policy as the insurance expiry, but it shall not apply after the end of the travel.
3. Daily compensation insurance for unused ski-pass
The Insurer's liability shall commence as of the 15th day of wearing a plaster cast.
4. Daily compensation insurance while wearing a plaster cast
The Insurer's liability shall commence on the 4th day of hospital treatment of consequences of an accident that occurred during skiing.
5. Travel cancellation insurance
The Insurer's liability under travel cancellation insurance shall commence at 24.00 hours on the day specified in the policy as the insurance contract conclusion date and end at 24.00 hours on the day when 50% of the envisaged duration of the Insured person's travel has elapsed, provided that the insurance premium has been fully paid by that time.
6. Duration of insurance may be from a minimum of 1 to a maximum of 365 days, for all short-term individual, family and group insurances.
If an annual individual insurance is concluded, the duration of the insurance shall be of one year only, provided that each travel of the Insured person is not longer than 28 days.

INSURED EVENT

Article 4

1. A potential event on account of which the insurance is concluded (insured event) must be future and uncertain, as well as independent of the Policy holder or Insured person's sole will.
2. The Insurance contract shall be deemed null and void if, at the time of its conclusion, the insured event has already occurred or is occurring or will certainly occur or if the possibility of its occurrence has already ceased to exist.

INSURANCE INDEMNITY PAYMENT

Article 5

1. When the insured event occurs the Insurer shall disburse the indemnity within the agreed deadline period which may not exceed 14 (fourteen) days, running from the date on which the Insured person receives the notice on occurrence of the insured event.
2. Should a certain time be necessary for the determination of the Insurer's liability or its amount, the Insurer shall pay the agreed indemnity within 30 (thirty) days from the receipt of the claim or he shall, within such period, inform the Insured person that his/her claim is unfounded.
3. If the amount of the Insurer's liability is not determined within the deadline periods under paragraph 1 and 2 of this Article, the Insurer shall, without delay, disburse the amount of the undisputable part of its liability as advanced payment.
4. If the Sum insured is agreed in EUR, the Insured shall indemnify against the loss in HRK equivalent of the EUR, calculated in accordance with the middle exchange rate of the Croatian National Bank as of the date of claim settlement.

INSURANCE BENEFICIARIES

Article 6

1. Voluntary health insurance of persons and automotive assistance insurance during travel and stay abroad, daily allowance insurance for unused ski-pass and daily allowance insurance while wearing plaster cast



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For the purpose of these Terms and Conditions, the Insurance beneficiary shall mean the Policy holder or any other Third party who can prove that he or she has incurred expenses indemnifiable under this insurance.

2. Insurance of passengers against accidents.

In case of the Insured person's death, the Insurance beneficiaries shall be his/her legal heirs, whereas in case of disability, the Insurance beneficiary shall be the Insured person him/herself.

SUBROGATION

Article 7

1. Upon indemnity payment and according to the Law, all Insured person's rights against the person deemed liable for the loss on any basis, shall be assigned to the Insurer up to the amount of the paid indemnity.
2. If such subrogation is, partially or entirely, made impossible due to the Insured person's fault, the Insurer shall be released from liability towards the Insured person to the necessary extent.
3. The assignment of the Insured person's rights to the Insurer shall be carried out without detriment to the Insured person, and should the indemnification received by the Insured person from the Insurer be, for any reason, lower than the loss he/she sustained, the Insured person shall be entitled to payment of the remaining identification amount from the funds of the person liable for the loss before the disbursement of the Insurer's claims on the basis of the rights assigned to him.
4. By way of derogation from the rules on assignment of the Insured person's rights to the Insurer, such rights shall not be assigned to the Insurer if the damage was caused by the Insured person's next of kin, by a person for whose acts the Insured person's is responsible, a person sharing the same household with the Insured person or an Insured person's employee, except where such persons have caused the loss deliberately.
5. If any of the persons referred to in the previous paragraph is insured, the Insurer may request such person's Insurer to compensate the amounts he has paid to the Insured person.
6. The provisions of this Article shall not apply to insurance of passengers against accidents.

DISPUTE RESOLUTION

Article 8

1. The Parties agree that all disputes arising here from shall be settled in an amicable manner.
2. The Policy holder, the Insured person and the Insurance beneficiary agree to notify the Insurer, without delay, of all controversies, complaints and misunderstandings arising from the relation with the Insurer.
3. The notifications referred to in the paragraph 2 hereof shall be submitted by the Parties in writing who shall clearly specify the contents, the signature of the person submitting the notification and the time of submission.
4. Upon the receipt of the complaint under paragraph 2 of this Article, the Insurer shall forward it to the second-instance committee. The second-instance committee of the Insurer shall comprise of two (2) members, of which at least one has a B.A. degree in Law. The second-instance committee shall submit its reply in writing, without delay, not later than eight days from the receipt of the complaint to the other party.
5. All disputes arising from or in connection with this contract, including disputes referring to its conclusion, breach or termination, as well as to legal effects ensuing therefrom, shall be referred to mediation before a mediation organization in the Republic of Croatia (for instance, but not limited to, the Croatian Chamber of Economy or the Croatian Employers' Association). If such disputes are not settled at mediation within 60 (sixty) days from the date of submission of proposal to initiate mediation proceedings, or within a different period agreed by the Parties, the Parties shall not be deemed liable in connection with the provision hereof.
6. In case of litigation, territorially competent court shall be the court in Zagreb.

PRESCRIPTION

Article 9

1. The claims under the Insurance contract concluded pursuant to this Terms and Conditions shall prescribe in accordance with the provisions of the Civil Obligations Act.

SUPERVISION OF THE INSURER

Article 10

1. The body in charge of the supervision of the Insurer shall be the Croatian Financial Services Supervisory Agency.

FINAL PROVISIONS

Article 11

1. To contract on voluntary health insurance of persons during travel, automotive assistance insurance, insurance of passengers against accidents, daily compensation insurance for unused ski-pass, daily compensation insurance while wearing a plaster cast, private liability insurance, luggage insurance and travel cancellation insurance, also other mandatory provisions of the Civil Obligations Act shall apply, and where the issues to which they relate are not regulated otherwise hereunder, dispositional provisions shall apply.

II. SPECIAL PROVISIONS

TRAVEL-HEALTH INSURANCE DURING TRAVEL AND STAY ABROAD

Article 12

1. Pursuant to these special provisions, an Insured person during travel and stay abroad may be a citizen of the Republic of Croatia or a foreign national who, according to the Croatian Act on Movement and Residence of Aliens has the following status in Croatia:

- extended stay
- stay on the basis of a business visa
- permanent residence

Voluntary travel health insurance of foreign visitors during their stay in the Republic of Croatia

An eligible Insured during a stay in the Republic of Croatia may be any foreign visitor. 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 less than 12 months, for any purpose other than engaging in a lucrative activity in the visited place.

2. In accordance with this Terms and Conditions, the insurance cover is valid for all countries except from the Republic of Croatia, the countries excluded from the Policy and the countries of which the insured foreign national is citizen.

Voluntary travel health insurance of foreign visitors during their stay in the Republic of Croatia

The insurance cover shall be valid only in the Republic of Croatia.

SCOPE OF THE INSURER'S LIABILITY

Article 13

1. The services provided and paid for by the Insurer shall be the following:
 - if the Insured person is ill or injured, the Insurer shall:
 - 1) indicate a general practitioner and provide all necessary information related to emergency medical assistance, such as names, phone numbers and addresses of the general practitioners, dentists, hospitals, medical institutions, pharmacies, health centres nearest to the Insured person's temporary place of stay abroad;
 - 2) advise the Insured person on necessary steps/actions to take apart from diagnosing;
 - 3) enquire with the practitioner or the medical institution in which the Insured person is treated about the Insured person's health condition and convey information on the Insured person's health condition to the person in Republic of Croatia, specified by the Insured person;
 - 4) in case of lack of certain drugs in the Insured person's temporary place of stay abroad which are, in the practitioners' opinion, indispensable, organise the supply of such drugs or their corresponding replacement to the Insured person;
 - 5) should the Insured person require hospitalisation, the Insurer shall choose a medical institution which suits best the nature and course of the Insured person's illness, book the room at a hospital, arrange the transportation to the hospital, inform the hospital about the invoice payment modality;
 - 6) if the Insured person chooses on his own to be hospitalized in the institution not suitable for the nature and course of the Insured person's illness, the Insurer shall move the Insured person to a institution which suits better the nature and course of the Insured person's illness;
 - 7) and if the health condition requires repatriation, he shall organise the Insured person's repatriation from the place of stay to the place of his/her residence or to the hospital in Croatia, chosen by the Insurer's medical staff, and, where necessary, he shall ensure that the Insured person is accompanied by a medical team



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up to the limit of 1,500.00 EUR (in case of an individual short-term insurance, family or group insurance), i.e., up to the limit of 4,000.00 EUR (in case of annual individual insurance). Additional costs of transportation of an escort shall be covered if the medical staff deems such escort necessary. If the Insured person is not a Croatian citizen and wishes to be repatriated to his/her homeland, the Insurer shall organise the repatriation and assume financial liability up to the limit that corresponds to the cost of repatriation of the Insured person to Croatia. If the physicians decide that the repatriation is possible and the Insured refuses it, the Insurer's services shall terminate immediately, especially in connection with medical and hospital expense of the future return of the Insured person to the Republic of Croatia;

Voluntary travel health insurance of foreign visitors during their stay in the Republic of Croatia

and if 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 domicile country chosen by the Insurer's medical staff and, where necessary, shall ensure that the Insured is accompanied by a medical team. Additional costs of transportation of a person accompanying the Insured shall be covered if the medical staff considers 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 refuses it, the Insurer's services will be terminated instantly, in particular with regard to medical or hospital expenses incurred for the future return of the Insured to the domicile country;

- 8) take care of repatriation, organisation and coverage of expenses related to the Insured person's return to the domicile country upon termination of medical treatment, as an ordinary passenger, if the ticket held by the Insured person becomes invalid. In case of Insured person who is not a citizen of the Republic of Croatia and who wishes to be repatriated to his/her homeland, the Insurer shall organise the repatriation and assume financial liability up to the limit corresponding to the cost of repatriation of the Insured person to Croatia.
- if the Insured person pays the costs of treatment on the bases of a prescription or costs of hospitalisation, the insurance shall cover:
 - 9) stationary treatment (first aid till arrival at the hospital);
 - 10) drugs and medical supplies prescribed by a physician;
 - 11) necessary medical aids and walking aids forming an integral part of the treatment of broken limbs and injuries, prescribed by physicians;
 - 12) X-rays, scanner and laboratory diagnostics;
 - 13) hospital treatment in a medical institution abroad at which the Insured person is constantly monitored by the medical staff with appropriate diagnostics and therapeutic medical equipment and at which scientifically proven methods, tested in that country, are used. Should the Insured event occur, the most appropriate and the nearest local hospital to the Insured person's place of temporary stay abroad, shall be used;
 - 14) costs of transportation provided by formally authorised emergency services for the purpose of admission of the Insured person to the nearest hospital, or the nearest available practitioner, exceptionally transportation by a taxi, up to the limit of 1,000.00 EUR (in case of an individual short-term insurance, family or group insurance), i.e., up to the limit of 2,000.00 EUR (in case of annual individual insurance);
 - 15) costs of relocation to a specialist clinic where this is medically indicated and prescribed by a physician;
 - 16) necessary surgeries, including any surgery-related expenses;
 - 17) costs of repatriation; up to the amount of the agreed sum insured, and
 - 18) dental treatment solely for the purpose of relieving acute toothache (maximum 2 teeth), up to 80 EUR;
- in case of the Insured person's death:
 - 19) the Insurer shall organise and bear the costs of transportation of the body from the place of death to the deceased person's home or bear the costs of funeral at the place of death up to the limit of EUR 2,000.00 EUR (in case of an individual short-term insurance, family or group insurance), i.e., up to the limit of 4,000.00 EUR (in case of annual individual insurance)

- 20) if the family of the Insured person organises transportation of the Insured person's body prior to the Insurer's approval, the Insurer shall reimburse the costs up to the amount that corresponds to the sum which would be charged by a person who would provide the service to the Insurer if the latter organised the transportation;
- 21) if the Insured person is not a citizen of the country he or she came from and his/her family wishes to repatriate the body to the Insured person's homeland, the Insurer shall organise the transportation of the body and assume financial liability up to the limit corresponding to the cost of repatriation of the Insured person to Croatia.

EXCLUSION OF THE INSURER'S LIABILITY

Article 14

1. The Insurer's liability shall be excluded in the following cases:
 - 1) chronic diseases and consequences thereof, if such consequences existed or were known at the time of the conclusion of the insurance contract;
 - 2) illnesses treated in the last 6 months prior to the commencement of the insurance, including consequences thereof;
 - 3) removal or transplantation of organs, tissues or cells;
 - 4) trips to the spa for therapeutic purposes, costs of preventive medicines, rehabilitation in natural reserves and medical centres, sanatoria or rehabilitation centres;
 - 5) medical treatment, care, session, diagnostics or check-up, which is not a consequence of an emergency medical intervention or accident related to the insured event, as well as vaccination or drugs;
 - 6) experimental treatment methods or methods used in researches not approved by the national health insurance;
 - 7) plastic surgeries, aesthetic or corrective treatments and surgeries;
 - 8) purchase, repair and use of eyeglasses and contact lenses;
 - 9) dental treatment not caused by an acute toothache (final dental treatment; jaw surgery, except from in case of accident; orthodontics, paradontology; removal of tartar; removal or replacement of a tooth or a dental crown; manufacturing of artificial dentures, replacement and fitting thereof);
 - 10) stay in a single room or private accommodation at the hospital if not justified or approved by a physician;
 - 11) repatriation organised on one's own, not approved and confirmed by the Insurer and the call centre;
 - 12) refusal by the Insured person to follow the instructions of the physician and medical staff, and non-compliance with dates, type and modality of repatriation organised by the call centre and of the consultation by a physician at the medical institutions responsible for the Insured person abroad;
 - 13) civil war, interstate war, riots, mass movements, terrorist acts and sabotage, attacks;
 - 14) any effect of radioactive origin;
 - 15) any loss or cost caused by epidemics, contamination or natural disasters known before departure;
 - 16) accidents occurred at the time of commitment of a crime by the Insured person or as a consequence of drunkenness or addiction (alcohol, drugs, medicines) of the Insured person;
 - 17) costs and consequences of any professional manual or physical activity, paid or not paid;
 - 18) use of drugs or narcotics not prescribed by a physician;
 - 19) accidents deliberately caused by the Insured person and consequences of suicidal act or attempted suicide;
 - 20) costs incurred as a result of depressive illnesses and disorders, as well as consequences thereof;
 - 21) pregnancy and all its consequences or complications, in particular: deliberate interruption of pregnancy, birth, spontaneous abortion. However, in case of acute complications during pregnancy, the Insurer shall, within the Policy, reimburse the cost of the first medical intervention necessary to eliminate the danger of death of the mother and/or the child, provided that the pregnant woman is less than 35 years old and that the 28th week of pregnancy has not expired;
 - 22) artificial insemination or any other sterility treatment, as well as contraception costs;
 - 23) sexually transmitted diseases, AIDS;
 - 24) accidents caused by amateur engagement in the following sports: mechanical sports (cars, motorbikes, any motorised vehicle), airborne sports, alpinism;
 - 25) accidents arising from engagement, as amateurs or professionals, in the following sports (competition, exhibition and training) if additional premium has not been paid: airborne sports (professional engagement



Consolidated version of Travel insurance package terms and conditions and Supplement for foreign visitors during their stay in the Republic Croatia

only), alpinism (professional engagement only), athletics, water sports, baseball, basketball, cricket, cycling, fencing, field hockey, combat sports, American football, golf, gymnastics, handball, horse races, mechanical sports (professional engagement only), dives, polo, rafting, rugby, scuba diving, rifle shooting, football, caving, squash, swimming, tennis, volleyball, water-polo, weight lifting, winter sports. Under these Terms and Conditions, amateur athletes are people who do not do sports as their main activity. However, they are registered members of a sport 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. Professional athletes are the persons who engage in sport as their primary activity (training, participation in competitions). The indemnity they receive constitutes their regular income. Recreationists are people who pursue sport on occasional basis and who are not registered members of sport organisations;

- 26) accidents arising from participation in bets or occurring during or as a consequence of a criminal act or fight (except for the cases of self-defence);
- 27) costs incurred as a result of thermal treatment, radiotherapy, phototherapy, heliotherapy, cosmetic surgery;
- 28) prostheses and costs of artificial limbs or equipment;
- 29) costs of vaccination and costs of dental treatment (except for costs of emergency dental interventions);
- 30) treatment or care provided by a physician who is a family member;
- 31) indemnification of medical expenses already indemnifiable under another contract or right.

However, the Insurer always guarantees assistance to the Insured person in any situation of mortal danger. The situation of mortal danger means the situation for which it may be proved the Insured person would have lost his/her life if there had been no medical intervention.

EXERCISING RIGHTS UNDER THE INSURANCE

Article 15

1. In case the insured event occurs, the Insured person shall abide by the instructions of the Insurer, which constitute an integral part of the insurance policy.
2. Upon notification of the occurrence of the insured event, the call centre shall approve it and give further instructions for the purpose of treatment procedure and provision of assistance services.
3. The Insured person shall provide free access to his/her medical records to the call centre or its representative or enable them to consult the authorised medical staff in charge of his/her treatment or enable medical check-up in order to determine the Insured person's health condition.
4. If the Insured person abides by the instructions under paragraph 1, 2 and 3 of this Article, he/she will not be obliged to incur costs under Article 13 of this Terms and Conditions abroad.

Article 16

5. The Insurer must be notified of the event within and not later than 5 days from the occurrence, except in case of unforeseen events or force majeure.
6. In the course of his interventions, the Insurer shall always abide by national and international laws and regulations.
7. The Insurer shall not be held liable for: delays or unexpected events during provision of contracted services in case of strike, explosion, demonstrations, mass movements, traffic restrictions, sabotage, terrorism, civil or interstate war, consequences of radioactivity or in any other case of force majeure, unforeseen circumstances or the Insurer's restricted operations.
8. If the Insured person fails to comply with the instructions referred to in paragraphs 1, 2 and 3 of this Article, he/she shall notify the Insurer of the reasons thereof. Upon establishment of the liability, the Insurer shall reimburse to the Insured person the costs referred to in Article 13 of these Terms and Conditions.
9. The Insured person shall, in any case, try to decrease costs to a necessary and inevitable level and submit all original invoices to the Insurer
10. The Insurer shall indemnify the loss only if the proof of insurance coverage (original Policy) is accompanied by the following documentation:
 - 1) original invoices which must contain the name of the treated person, diagnosis, information about individual items of administered medical treatment, as well as dates thereof; where the costs refer to purchase of medicines, the invoice shall be the prescription issued by a physician clearly indicating the prescribed medicines, their price and confirmation by the pharmacy (stamp) that the medicine has been paid; in case of dental treatment, the invoice must contain information on treated tooth

- and administered treatment;
- 2) in case of reimbursement of transportation costs of the deceased Insured person's remains or his/her funeral at the place of death, the invoices must be supported by an official certificate of death and a coroner's report indicating the cause of death;
- 3) in case of transportation to the place of residence the invoices must be supported by a medical report confirming the necessity of transportation.

The Insured person shall forward to the Insurer, without delay, all invoices sent to his/her home address, for payment. If he/she acts contrary to this provision, the Insurer shall only reimburse the costs relating to medical services that have been provided, whereas the costs of the dunning letter and penalty interest shall be borne by the Insured person him/herself.

11. The Insurer may request translation of invoices and accompanying medical documents in which case the costs of translation shall be borne by the Policy holder. If the costs of translation are borne by the Insurer, these will be deducted from the claim amount.

Article 17

1. In order to exercise the rights under the insurance, the claims shall be submitted to the Insurer no later than one month after completion of medical treatment (at the place of travel) or after transportation to the place of residence, or, in case of death, after transportation of the remains or after funeral at the place of death..
2. The Policy holder, Insured person or Insurance beneficiary shall, at Insurer's request and for the purpose of claim settlement, submit all information necessary for establishment of the cause of occurrence of the insured event or the scope of the Insurer's liability, including the proof of actual commencement of the trip.
3. The Insured person shall, at the Insurer's request, undergo medical examination carried out by a physician of the Insurer's choice.
4. The Policy holder and the Insured person shall authorise the Insurer to obtain all information from third parties - providers of medical and other services under this Terms and Conditions, necessary for the establishment of the Insurer's liability. By accepting this Terms and Conditions, the Insured person releases all medical and paramedical staff involved in his/her treatment before and after the occurrence of the insured event from the professional secrecy obligation.

DAILY COMPENSATION FOR THE UNUSED SKI-PASS

SCOPE OF THE INSURER'S LIABILITY

Article 18

1. If during skiing the Insured person suffers an accident due to which he/she must be hospitalised for 4 or more days, the Insured shall compensate the costs of unused ski-pass.

NOTIFICATION OF THE INSURED EVENT

Article 19

1. The Insured person shall notify the loss within and not later than 30 (thirty) days after his/her return from the ski destination.
2. When notifying the occurrence of an Insured event, the Insured person shall enclose the following:
 - a) original Policy
 - b) a certificate on administered hospital treatment clearly showing the duration thereof, issued by the hospital
 - c) medical records
 - d) original ski-pass.

INSURANCE COMPENSATION

Article 20

1. Should an Insured event occur, the Insurer shall pay the maximum compensation of 15 EUR per each day of unused ski-pass.

DAILY COMPENSATION WHILE WEARING A PLASTER CAST

SCOPE OF THE INSURER'S LIABILITY

Article 21

2. If the Insured person suffers an accident during skiing, due to which he/she must be hospitalised and wear a plaster cast, the Insurer shall compensate the Insured person for each day in plaster cast.



Consolidated version of Travel insurance package terms and conditions and Supplement for foreign visitors during their stay in the Republic Croatia

NOTIFICATION OF THE INSURED EVENT

Article 22

- The Insured person shall notify the loss within and not later than 30 (thirty) days after his/her return from the ski destination.
- When notifying the occurrence of an Insured event, the Insured person shall enclose the following:
 - original Policy
 - certificate on administered hospital treatment clearly showing the duration thereof, issued by the hospital
 - medical records

INSURANCE COMPENSATION

Article 23

- In case of the occurrence of an Insured event, the Insurer shall pay 15 EUR compensation for each day in plaster cast, starting from the 15th day in plaster cast, up to the maximum payment limit of 300 EUR.

AUTOMOTIVE ASSISTANCE DURING TRAVEL AND STAY ABROAD

Article 24

- The place of residence of the automotive assistance user must be home address within the territory of the Republic of Croatia, written in the vehicle registration card/Certificate of title to a motor vehicle, except in case of foreign nationals where the address written in the permit of stay in the Republic of Croatia shall be considered as their home address.
- The Insurance coverage under this Terms and Conditions shall be valid for the following countries: Andorra, Albania, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Cyprus, Czech Republic, Montenegro, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein Lithuania, Luxemburg, Macedonia, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of San Marino, Rumania, Russia (only Moscow and San Petersburg), Serbia, Slovakia, Slovenia, Spain (including Balearic and Canary Islands), Sweden, Switzerland, Turkey, Ukraine, Great Britain, Vatican - the countries included in the Green Card system, except from countries of which the insured foreigner is a citizen.
The abovementioned countries shall be excluded in case of civil riots, civil war, interstate war, political instability, retaliation, mass movements, terrorist acts and sabotage, limitation to free movement of persons and transport of goods, attacks, explosions, natural disasters, atomic fusion or any other force majeure.

SCOPE OF THE INSURER'S LIABILITY

Article 25

- The Insurance cover shall be valid for:
 - vehicles weighing up to 3500 kg, with the valid Vehicle Registration Card of the Republic of Croatia
 - trailers and campers if towed by a vehicle covered by the Policy.
- The Insurance cover shall exclude
 - taxies
 - vehicles used for training
 - vehicles weighing more than 3500kg
- Persons authorised for the use of automotive assistance service
 - registered owner of the vehicle, entered into the Vehicle Registration Card/Certificate of title to a motor vehicle, or in case of a long-term leasing, the original user of the vehicle
 - the driver, as well as any other person transported by such vehicle (up to the maximum number of passengers registered by the manufacturer for that type of vehicle)
- The right to automotive assistance may be exercised if the insured vehicle is immobile due to the following reasons.
 - electrical and mechanical dysfunction which implies a short circuit or misappropriate (defective, faulty) function of the vehicle that jeopardizes driving safety (transportation);
 - lack of fuel, wrong fuel, loss of keys, keys locked up inside the vehicle, flat tyre;
 - accident, implying traffic accident, crash, overturning, tumbling, explosion and similar events
 - attempted theft
- Automotive assistance services up to the total limit of 400 EUR shall include the following:
 - repair of the vehicle on the spot
In case of an immobile vehicle where the problem can be solved

easily, the basic assistance shall be provided on the spot/road, in the following manner: the call centre will send a mechanic who will try to repair and mobilise the vehicle on the spot unless such dysfunction requires specific knowledge (for instance empty battery, light, defect, flat/pinched tyre, and the like) and unless there is a legal impediment thereto (guarantee or territorial limitation).

- immobile vehicle towing
If it cannot be repaired on the spot, the vehicle shall be towed to the nearest repair centre by the towing service.
Furthermore, the call centre shall transport the trailer or the camper (normally towed by the insured vehicle), having the approved 50 mm tow hook, to the same repair centre.
- vehicle custody (storage) and parking
Should the nearest repair centre be closed (weekend, holiday, night) or too busy to accept the vehicle, the vehicle shall be transported to a secure parking lot and transferred to the repair centre next working day in the morning. The Insurer shall recognise max. 5 days of custody and parking up to the limit of 20 EUR per day.
- spare parts delivery
If the insured vehicle breaks down abroad and the spare parts cannot be supplied locally, the call centre shall deliver them to the repair centre where the vehicle is being repaired. The cost of the spare parts shall be born by the Insured person. In case where spare parts cannot be supplied because they are not manufactured anymore, shall be considered as force majeure.

EXCLUSION OF THE INSURER'S LIABILITY

Article 26

- The Insurer's liability shall be excluded in the following cases:
 - immobilization of the vehicle due to its maintenance (temporary or permanent)
 - ordinary vehicle control
 - supply and repair of spare parts
 - incomplete vehicle maintenance equipment
 - loss caused by civil or interstate warIn all specified cases, the automotive assistance service user shall be allowed to organise the repair only while the costs shall be born by the user himself/herself.
 - participation in car races, preparations and training related thereto
 - if the service user or a third party organises repair service without consent and approval of the call centre.
 - in case of damage to transported goods, loss of income as a result of insured event, further continuation of transport of goods or its maintenance,
 - the service shall be provided/paid according to the local conditions whereby the limitations of countries in which the assistance is provided shall be taken into account.
 - claims arising from the loss or damage of insured vehicle's contents or spare parts, unless they can be justified by damage caused by the call centre or its contract partners.
- The call centre shall transport the trailer and the camper to the same repair centre where the insured immovable vehicle has been moved to, provided that such trailer and camper are attached to the insured vehicle according to the regulations. The call centre shall not be liable for organisation or transport of goods from the insured vehicle, trailer or camper. "Good" means all additional elements such as boats, motor bikes/motorcycles, parachutes, animals (horse, cow, etc.), shipments, research equipment, furniture, building material, etc.
- Events occurring in the countries undergoing civil unrest, civil or interstate war, political instability, national movement, insurrection, terrorist acts, limitation to free movement of persons and transport of goods, and mass movements, shall be excluded.
- Events that occurred as a result of explosion, natural disaster, atomic fusion, earthquake, ionising radiation, radiation contamination or any other force majeure, shall be excluded.
- All costs ensuing from the final reconstruction of the insured vehicle under the automotive assistance service shall not be covered by this insurance.

EXERCISING RIGHTS UNDER THE INSURANCE

Article 27

- On order to enable the call centre to intervene, the Insured person shall:
 - call the emergency number without any unreasonable delay, at any time, day or night



Consolidated version of Travel insurance package terms and conditions and Supplement for foreign visitors during their stay in the Republic Croatia

- 2) obtain the authorisation of the call centre before taking any initiative or sustaining any cost
- 3) give all material information for the purpose of insured vehicle identification
- 4) follow the instructions provided by the call centre
- 5) deliver all relevant documentation to the Insurer (original invoices related to the repair etc.)

INSURANCE OF PASSENGERS AGAINST ACCIDENTS

INSURANCE ELIGIBILITY

Article 28

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

DEFINITION OF ACCIDENT

Article 29

1. Within the meaning of these Terms and Conditions, accident shall mean every sudden event occurring independently of the Insured person's will which usually affects the Insured person's body externally and abruptly, causing his/her death, permanent or partial disability.
2. Within the meaning of the previous paragraph, the following cases shall be considered accidents: being run over by a vehicle, crash, impact by or with an object, electric shock or lightning strike, fall, slipping, tumbling down, wounding by weapons, sting or bite by animals and sting by insects, except where such sting causes an infectious disease.
3. The following cases shall be considered an accident, as well :
 - 1) poisoning by chemical agents due to the Insured person's ignorance, except from occupational diseases;
 - 2) infection of an injury caused by an accident;
 - 3) poisoning due to inhalation of gases or poisonous vapours, except from occupational diseases;
 - 4) burns caused by fire or electricity, hot object, liquids or steam, acids, alkalies etc.;
 - 5) choking and drowning;
 - 6) smothering or suffocation after being buried under soil, in sand etc.;
 - 7) strain of muscles, dislocation, spraining, rupture of bones due to abrupt bodily movements or sudden exertions caused by unforeseen external events, provided that such causes are determined by appropriate specialist physician, after the injuries have been sustained;
 - 8) influence of light, sun rays, temperature or bad weather if the Insured person 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 while saving a human's life;
 - 9) effects of X-rays or radiation if arising abruptly or suddenly, except from occupational diseases.
4. According to these Terms and Conditions, the following cases shall not be considered an accident:
 - 1) contagious, occupational and other diseases and consequences of mental influences;
 - 2) abdominal hernia, umbilical hernia, hydroceles or other hernias, except from those originated by a direct damage of peritoneum occurred under direct influence of external mechanical force to the peritoneum provided that after the injury, a traumatic hernia with surrounding injuries of soft parts of the peritoneum is clinically diagnosed;
 - 3) infections or illnesses developed as a result of various allergies, cuts or severance of blister or other excrescences of hard skin;
 - 4) anaphylactic shock, except when it occurs during medical treatment due to a sustained accident;
 - 5) hernia disci intervertebralis, all types of lumbagos, discopathy, sacralgia, coccydynia, ischialgia, myofasciitis, fibrosiitis, fasciitis and all pathoanatomic changes in the region of loins and lower spine defined by analogous terms;
 - 6) retinal detachment (ablatio retinae) of a previously sick or degeneratively changed eye, apart from, retinal detachment of a previously healthy eye that will be considered an accident if there are signs of direct external injury of eyeball diagnosed in a medical institution;
 - 7) consequences of delirium tremens and influence of narcotics;

- 8) consequences of medical, particularly surgical interventions which are under-taken for the purpose of medical treatment or prevention of illness, except where such consequences are caused by a proven mistake of medical staff (vitium artis);
- 9) pathological changes of bones and pathological epiphysiolysis;
- 10) systematic neuromuscular and endocrine diseases,

THE INSURER'S LIABILITY WHEN THE INSURED PERSON IS LESS THAN 14 OR MORE THAN 75 YEARS OLD

Article 30

1. Should the death of an Insured person who is less than 14 years old occur, the Insurer shall be liable only for the payment of funeral expenses which are documented by invoices.
2. If the Insured person who suffered an accident is more than 75 years old, the Insurer shall pay only 50% of the amount he would normally have to pay.

SCOPE OF THE INSURER'S LIABILITY

Article 31

1. When an accident occurs pursuant to these Terms and Conditions, the Insurer shall pay the sums insured under the Insurance contract, as follows:
 - 1) the sum insured for death if death of the Insured person has occurred due to an accident or the sum insured for permanent disability if the total permanent disability (100%) of the Insured person has occurred as a result of an accident;
 - 2) the percentage of the sum insured for permanent disability that corresponds to the percentage of partial disability if the partial disability of the Insured person was caused by an accident;
 - 3) if the total percentage of disability exceeds 50%, then to each part of the disability portion that exceeds 50%, a double compensation shall be applied.

EXCLUSION OF THE INSURER'S LIABILITY

Article 32

1. The Insurer shall not be held liable at all if the accident occurred as a result of:
 - 1) earthquake;
 - 2) • war, hostilities, war operations or warlike events;
• civil war, revolution, riot, insurrection or civil commotions arising from such events;
• detonation of explosives, mines, torpedoes, bombs or pyrotechnic devices
 - 3) during training and participation in car, go-kart and motorcycle races;
 - 4) while doing the following sports as a recreational activity:
 - alpinism
 - base jumping
 - combat sports
 - bungee jumping
 - riding
 - diving
 - caving;
 - 5) while engaging in the following occupations:
 - mountain guides, participants in expeditions;
 - 6) while operating air crafts of any kind, vessels, motor and other vehicles without a proper statutory licence which authorises the driver to operate and drive such kind and type of air craft, vessel, motor or other vehicle; (The Insured person shall be deemed to hold a legally prescribed official licence when he/she drives under immediate supervision of a professional instructor for the purpose of preparation for and undergoing the test for obtaining an official licence.)
 - 7) attempted suicide or suicide;
 - 8) as a result of the Policy holder, Insured person or Insurance beneficiary having caused the accident deliberately;
 - 9) in case of preparation, attempted commitment or commitment of a criminal act by the Insured person and in case of escape after having committed such act;
 - 10) as a result of influence of alcohol and/or narcotics on the Insured person, regardless of any liability of a third party for the occurrence of the accident. An accident shall be deemed to have occurred as a result of influence of alcohol if the level of alcohol in blood measured immediately upon the occurrence thereof, is higher than that permitted by law for operation of a vehicle, and in other cases higher than 0.80 g/kg.



Consolidated version of Travel insurance package terms and conditions and Supplement for foreign visitors during their stay in the Republic Croatia

The Insured person shall be deemed to be under influence of alcohol if after a traffic accident he/she refuses to undergo 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 the alcohol test;

- 11) as a result of radioactive contamination if the intensity of radiation measured outside the micro-location range of the source of radiation is over the limit permitted by Law;
 - 12) as a result of active participation in fights, except in a proven case of self-defence.
2. The insurance contract shall become null and void if at the time of conclusion of the contract the insured event has already occurred or is occurring or it is obvious that it will occur, and the premium that has been paid shall be returned to the Policy holder in the amount reduced by the Insurer's expenses.

NOTIFICATION OF ACCIDENT

Article 33

1. The Insured person injured in an accident shall:
 - 1) immediately visit a doctor or call a doctor for a check-up and medical assistance and promptly take any measure for the purpose of medical treatment, as well as to comply with medical advises and instructions regarding the manner and course of medical treatment;
 - 2) notify the accident to the Insurer;
 - 3) when notifying the accident, provide the Insurer with all necessary reports and information, in particular those about the place and time of occurrence of the accident, full description of the event, name of the doctor who examined him/her and referred him/her to a medical treatment or who is treating him/her, medical findings on the type and degree of the injury, possible consequences, as well as information on physical handicaps, defects or illnesses which the Insured person may have sustained before the occurrence of the accident.
2. If the accident results in death of the Insured person, the Insurance beneficiary shall inform the Insurer thereof in writing, as well as obtain all necessary medical and other documents.
3. Costs of medical examination and reports (initial and final medical report, further medical examination and a specialist's opinion), and other costs incurred for the purpose of proving the circumstances in which the accident occurred and the rights under the Insurance contract, shall be sustained by the claimant.
4. The Insurer is authorised and has the right to request additional explanation and proofs from the Insured person, Policy holder, Insurance beneficiary, medical institution or any other legal entity or natural person, and to take actions at his own cost for the purpose of medical examination of the Insured person by his physicians or medical boards in order to establish relevant circumstances in related to the notified accident.
5. If the Insured person fails to act in accordance with the provisions of paragraph 1, item 1 of this Article and this way contributes to development of permanent disability or to a higher degree of permanent disability than that which would have developed if he/she had abided thereby, he/she shall receive a proportionally reduced compensation.
6. If the Policy holder, Insured person or Insurance beneficiary fails to notify an accident or fails to submit the complete medical and other documentation, and institutes judicial proceedings against the Insurer instead, such legal action shall be deemed to be premature. All costs of such judicial proceedings (court charges, costs of expert opinion, fees and expenses of lawyers, witnesses etc.) regardless of outcome of such proceedings, shall be borne by the plaintiff.

DETERMINATION OF INSURANCE BENEFICIARY'S RIGHTS

Article 34

1. If the Insured person dies as a result of an accident, the Insurance beneficiary shall submit the notification, the policy, the proof of paid premium, the evidence of death occurring as a consequence of an accident, as well as proof of his/her right to receive the Sum insured.
2. If the accident results in a permanent disability, the Insured person shall submit the following: the notification, the policy, the proof of paid premium, the evidence of circumstances in which the accident occurred and medical documentation (including X-ray pictures), showing the ascertained consequences for the purpose of determination of final percentage of permanent disability.
3. The Insurer shall determine the final percentage of permanent disability according to a specially coded Table for determining permanent disability

percentage as the consequence of an accident (hereinafter referred to as the "Disability table"), its title and code specified in the policy. Such percentage shall be determined upon completion of medical treatment and rehabilitation, on the basis of the findings obtained by a control diagnostic treatment. Individual abilities, social position or the Insured person's occupation (legal capacity) shall not be taken into account when determining the percentage of permanent disability.

4. In case of multiple injuries of a limb or organ, the total permanent disability of a certain limb or organ cannot exceed the percentage determined by the Disability table for total loss of that limb or organ.
5. In case of loss of or damage to more than one limb or organ as a result of one accident, the percentage of permanent disability for each limb or organ is added up so that the final disability is determined at up to 3/4 of the sum of individual disabilities, but cannot exceed 100% nor be lower than the percentage of the highest individual disability.
6. If the Insured person has suffered permanent disability as a consequence of a previous accident or degenerative illness prior to occurrence of the accident, the Insurer's liability shall be determined according to the newly developed disability or as a difference between the total percentage of disability after the accident and the percentage of disability before the occurrence of the accident.
7. Disability is a full or partial loss of (an) organ(s), permanent, full or partial loss of function of (an) organ(s) or parts of an organ after completion of a medical treatment. Final percentage of disability shall be determined in accordance with the Disability table after completion of a medical treatment at the time when the condition of the Insured person in respect of the injuries and consequences thereof has stabilised, i.e. when the findings of an appropriate specialist physician indicate that deterioration or improvement of the condition cannot be expected. If such state of stabilisation is not developed on expiry of the third year from the occurrence of the accident, the condition on expiry of this term will be considered as final condition and the percentage of permanent disability will be determined in accordance with that condition.
8. The Insurer shall reduce the final percentage of permanent disability by 1/3 (one third) if the Insured person does not comply with or ignores doctor's instructions in respect of necessary diagnostic procedures, therapy and taking of medicines.
9. If, after occurrence of an accident, the final percentage of permanent disability cannot be determined, the Insurer shall, at the request of the Insured person, pay the amount which indisputably corresponds to the percentage of disability that can be regarded as permanent according to the medical documentation.
10. If the Insured person dies in less than 12 months after the accident due to consequences thereof, and if the final percentage of disability has already been determined, the Insurer shall pay the amount determined for accidental death or the difference between the Sum insured for accidental death and the amount which has been previously paid in respect of permanent disability, should there be any such difference.
11. If the final percentage of permanent disability has not been determined, and the Insured person died as a result of the same accident, the Insurer shall pay the Sum insured for accidental death or just the difference between that sum insured and advance payment of the Sum insured, but only if the Insured person dies within 3 (three) years following the date of accident.

PRIVATE LIABILITY INSURANCE

SCOPE OF INSURANCE

Article 35

1. The Insurance shall cover civil non-contractual liability of the Insured person, for claims ensuing from death, body injury or health damage or damage to or destruction of third party property:
 - 1) in the capacity of natural person engaged in daily activities, other than craft or any other profitable activity;
 - 2) due to possession and use of bicycle without motor;
 - 3) due to amateur engagement in sports, other than hunting;
 - 4) due to keeping domestic animals when such animals are not kept for profit generation purposes

INSURANCE EXTENSION

Article 36

1. The insurance applies to the liability of the Insured person's under age children (including his/her grandchildren, adopted or foster children) to the same extent as in Article 35.



Consolidated version of Travel insurance package terms and conditions and Supplement for foreign visitors during their stay in the Republic Croatia

EXCLUSIONS FROM INSURANCE

Article 37

1. The Insured persons cannot be under age persons, except as defined in Article 36 hereof, nor persons who are not citizens of the Republic of Croatia.
2. The Insurance shall not apply to:
 - 1) losses suffered by the Policy holder, Insured person, his/her married or common-law spouse, co-insured persons or any other persons who share the same household with the Insured person;
 - 2) losses caused on purpose, except when the loss to the third parties was caused deliberately by an Insured person's employee and only when performing household activities;
 - 3) losses arising from possession and use of:
 - aircrafts and vessels
 - motor and other vehicles that must be registered pursuant to the Law. This exclusions shall not apply to vehicles that generate energy related to the insured land (vehicles propelling another machine or plant);
 - 4) losses caused by cold weapons or weapons in general;
 - 5) damages to objects or completed works executed and delivered by the Insured person or another person by order of the Insured person or on his/her behalf, if the cause of the damage lies in execution or delivery;
 - 6) losses arising from defective products;
 - 7) losses/damages to third party's property caused during performance of professional activities by the Insured person on such or with such property (for instance: processing, repair, transportation, testing, etc.);
 - 8) losses/damages as consequence of acting against the Law,
 - 9) environmental losses/damages caused by change of natural condition of water, soil and air due to harmful immission;
 - 10) losses/damages to other people's property leased, used, borrowed, kept in custody, transported etc. by the Insured person;
 - 11) losses/damages to assets in broad sense, i.e. losses/damages not caused neither by body injury or health damage of a person nor by damage to or destruction of objects.
3. The Insurance shall not cover the Insured person's liability for losses/damages to objects resulting from:
 - 1) permanent influence of temperature, gases, steam, moisture or deposits (smoke, soot, dust, etc.), as well as from:
 - 2) mouldiness, agitations, noise etc.;
 - 3) subsidence or landslide;
 - 4) flooding by stagnant, running and ground waters;
 - 5) losses/damages occurred gradually.
4. Furthermore, the Insurance shall not cover:
 - 1) liabilities for losses/damages directly related to the use of nuclear energy, losses/damages directly or indirectly related to high-energy ionizing radiation (e.g. alpha, beta, gamma rays emitted by radioactive substances and neutrons or rays generated in particle accelerators, as well as laser or any other similar rays);
 - 2) liability for losses/damages directly or indirectly caused by asbestos, products or materials made of asbestos of any kind or in any way related thereto;
 - 3) liability for losses/damages which are direct or indirect consequence of magnetic or electromagnetic fields' influence or nuclear radiation influence, regardless of their source or occurrence;
 - 4) Insured person's liability on the basis of contractual extension of his/her liability to cases which he/she is not normally held liable for by law;
 - 5) losses/damages for which the Insured person is liable as investor. Nevertheless, the losses/damages for which the Insured person is held liable as client and/or contractor for execution of works on his/her own real estate, shall be covered.

TERRITORIAL LIMITS

Article 38

1. The Insurance shall cover the Insured events occurred on the territory of Europe, outside the Republic of Croatia.

INSURED EVENT

Article 39

1. The Insured event is a future loss event that is uncertain and independent from the Insured person's will and on the basis of which a third party may file a claim for indemnity. The Insured event shall be deemed to have occurred when such event begins to occur.

2. A single Insured event also means several time - related losses if such losses have occurred as a consequence of the same cause.

INSURANCE VALIDITY PERIOD

Article 40

1. The Insured shall be liable only if the Insured event occurs during Insurance period.
2. For losses ensuing from health damages which occur gradually, the loss event shall be deemed to have occurred when health damage is medically diagnosed for the first time.

SUM INSURED

Article 41

1. The Sum insured decreased by the amount of the agreed deductible is the upper limit of the Insurer's liability per single Insured event even when several persons, whose liability is covered hereunder, are liable for the loss.
2. The Insured person shall participate in each loss with the amount of 1,500.00 HRK (mandatory deductible).

INSURED PERSON'S LIABILITIES UPON OCCURRENCE OF THE INSURED EVENT

Article 42

1. The Insured person shall notify the Insurer on the occurrence of the Insured event and on the claim submitted, within three days from the moment of becoming aware thereof.
2. The Insured person shall notify the Insurer also when the claim against him/her is filed through the court, when he/she is taken in custody and when the proceedings for submission of evidence are instituted.
3. If an investigation has been carried out or an indictment issued or a decision on criminal proceedings rendered, the Insured person shall immediately notify the Insurer thereof, even in case he has already notified the occurrence of the loss event. The Insured person shall also submit the findings of the competent body in connection with the occurred loss event.
4. The Insurer is not authorised, without prior consent by the Insured person, either to make statements about the claim and especially to admit it, in part or entirely, or to settle or pay the claim, unless, according to the facts, such admittance, settlement or payment could not be refused without committing an obvious injustice. The fact that the Insured person mistakenly believes that his/her liability existed or that the facts were appropriately determined, shall not excuse him/her.
5. If the Injured party brings suit against the Insured person for the purpose of indemnity, the Insured person shall submit the summons or writ together with all documentation related to the loss event, as well as the claim to the Insurer and allow the Insurer to take over the litigation.
6. If the Insured person refuses to give his/her consent to the Insurer's proposal to solve the claim by means of settlement, the Insurer is not obliged to pay any additional compensation, interests and costs arising therefrom.
7. If the injured party claims directly from the Insurer, the Insured person shall provide the Insurer with all proofs and information at his/her disposal, necessary for establishment of the liability for the loss and for assessment of validity of claim, scope and amount of the loss.
8. If, due to change of circumstances the Insured person becomes entitled to cancellation or reduction of annuity payable to the Injured party, the Insured person shall inform the Insurer thereof. Should the Insured person not comply with the obligations under this Article, the Insured person shall bear the consequences arising therefrom, unless such consequences would have arisen if he/she had abided by the abovementioned obligations.

INSURER'S LIABILITIES UPON INJURED PARTY'S CLAIM

Article 43

1. In connection with the claim submitted by the Injured party, the Insurer shall:
 - 1) together with the Insured person, oppose unfounded or excessive claims in accordance with Article 44;
 - 2) accept founded claims in accordance with Article 45;
 - 3) reimburse the costs of judicial proceedings in accordance with Article 46.



Consolidated version of Travel insurance package terms and conditions and Supplement for foreign visitors during their stay in the Republic Croatia

LEGAL PROTECTION

Article 44

1. The Insurer's obligation to provide legal protection encompasses:
 - 1) investigation of the Insured person's liability for the loss occurred;
 - 2) litigation on behalf of the Insured person if the Injured party is entitled to indemnity in a lawsuit directly against the Insurer;
 - 3) making declarations on behalf of the Insured person that the Insurer deems useful in order to meet or to defend against any unfounded or excessive claim.
2. The Insurer may participate in the litigation as intervener.

PAYMENT OF INDEMNITY

Article 45

1. The Insurer shall pay indemnity under the insurance on the basis of:
 - 1) the acknowledgment or his consent therefore,
 - 2) the settlement he has made or gave his consent for,
 - 3) a court decision, but up to the amount of the liability under the Insurance contract at most.
2. The Insurer is authorised to deposit the sum insured as indemnity to the Insured person but in such case the Insurer shall be relieved from all liabilities and proceedings in connection with the Insured event.
3. The Insurer shall participate in the deposit of indemnity, which the Insured person would be obliged to deposit pursuant to law or in accordance with the court decision, for security purposes and up to the amount that corresponds to the amount of his indemnity payment liability at most.
4. Where the Insured person must pay the annuity as indemnity and the paid-up value of the annuity exceeds the sum insured or the remaining part of such sum after deduction of other payments related to the insured event, the annuity due shall be compensated solely in proportion of difference between the sum insured, i.e. the remaining part of it, and the paid-up value of the annuity. Paid-up value of the annuity for calculation of the ratio shall be compounded in the basis of live insurance mortality tables used in the Republic of Croatia.
5. If the Insurer objects the Insured person's proposal to pay the indemnity under the claim by means of settlement, he shall pay the indemnity, interests and costs even when such indemnity, interests and costs exceed the sum insured.

REIMBURSEMENT OF THE COSTS OF LEGAL PROCEEDINGS

Article 46

1. The Insurer shall reimburse all costs of litigation if he conducts such litigation on his own or if he has given his consent to the Insured person therefor, even in case of unfounded claim.
2. If the litigation was conducted without the Insurer's knowledge and consent, the insurance shall cover the costs thereof if, together with the indemnity, they do not exceed the sum insured and only if such costs would have incurred even if the Insurer had given his consent for the conduct of litigation or if he had been timely informed thereof.
3. When the Injured party exercises his/her right to indemnity in a lawsuit directly against the Insured person, the Insurer shall, unless otherwise agreed, pay the amount of awarded loss increased by corresponding interests and costs, up to the amount of the sum insured at most.
4. The Insurer shall pay the costs of defence attorney in the criminal proceedings filed against the Insured person due to an event which may give rise to a claim on the basis of liability under the insurance, solely in the following cases: if he has been informed on defence attorney selection and if he has agreed to pay the costs. The costs of criminal proceedings and Injured party representation shall not be sustained by the Insurer. When by paying the sum insured, the Insurer fulfils his obligation, he shall be discharged from further payments in respect of indemnity and costs per single insured event.

DIRECT CLAIM OF THE INJURED PARTY

Article 47

1. If the Injured party lodges a claim or a lawsuit for indemnity only against the Insurer, the Insurer shall inform the Insured person thereof and ask him/her to provide all necessary information and to proceed pursuant to Article 41, paragraph 7 hereunder, as well as to undertake measures for protection of his/her interests.
2. If, in the case described in the previous paragraph, the Insurer decides to indemnify the Injured party in whole or in part, he shall notify the Insured person thereof.

3. The Injured party may request compensation for loss which the Insured person is liable for, directly from the Insurer, but only up to the amount of the Insurer's liability.

INSURANCE OF LUGGAGE

TRANSPORTED BY AIRPLANE

SCOPE OF INSURER'S LIABILITY

Article 48

1. The insurance covers permanent loss or delay of checked luggage, both during transportation to and from the destination. Checked luggage shall mean all luggage handed over to the carrier for the purpose of transportation.
2. The luggage shall be deemed lost if it does not reach the travel destination within 20 days after the arrival of the Insured person.
3. The luggage shall be deemed delayed if it does not reach the travel destination within 6 hours after the arrival of the Insured person.

EXCLUSIONS AND LIMITATIONS OF INSURER'S LIABILITY

Article 49

1. The insurance does not cover indemnity for the delay of the checked luggage on the return flight to the place of residence.
2. If, pursuant to this Terms and Conditions, loss of luggage is determined, but only after a delay has been determined, for which a compensation has been paid, the compensation amount for the loss shall be decreased by the already paid amount for the delay.

NOTIFICATION OF THE INSURED EVENT

Article 50

1. The airline carrier has to be notified without delay of damages to the checked luggage and the carrier must issue a certificate thereof.
2. The airline carrier's certificate of damage has to be submitted to the insurer together with a written insurance claim, not later than 30 (thirty) days after the insured person has returned to the Republic of Croatia.
3. When notifying of the insured event, the insured person shall submit the following:
 - a) original insurance policy
 - b) airplane ticket and baggage claim tag
 - c) letter of complaint addressed to the airline company
 - d) transcript of the „Lost & Found“ office
 - e) certificate of delay or loss of the luggage issued by the airline carrier.

INSURANCE COMPENSATION

Article 51

3. In case of occurrence of the Insured event, the Insurer shall pay a fixed compensation pursuant to the Insurance contract.

TRAVEL CANCELLATION INSURANCE

SUM INSURED

Article 52

1. The Sum insured amounts to the price of the travel that the Insured person contracted and paid in a travel agency and for which an Insurance contract has been concluded with the Insurer.

SCOPE OF THE INSURER'S LIABILITY

Article 53

1. The Insurer shall pay 90% of the sum charged to the Insured person by the travel agency pursuant to the travel cancellation provisions contained in the Terms and Conditions of the Travel Agreement.
2. The Insurer shall indemnify travel cancellation costs if the cancellations resulted from one of the following events which affected the Insured person or some other risk person:
 - a) death
 - b) sudden acute illness which requires urgent medical care
 - c) accident with a severe bodily injury
 - d) pregnancy disorders



Consolidated version of Travel insurance package terms and conditions and Supplement for foreign visitors during their stay in the Republic Croatia

- e) intolerance to vaccination which the Insured person had to receive pursuant to statutory regulations in force in the destination country
 - f) damage to property as a result of fire or an officially proclaimed natural disaster
 - g) military exercise.
3. Risk persons within the meaning of these Terms and Conditions shall be deemed the following:
- insured person's partner (spouse),
 - biological or adopted children,
 - biological or adoptive parents of the Insured person or of the Insured person's spouse,
 - siblings of the Insured person or of the Insured person's spouse,
 - persons under the care of the Insured person or of Insured person's spouse,
 - grandparents of the Insured person or of the Insured person's spouse in case of the event referred to in Article 53 Paragraph 2 Item a) (death).

NOTIFICATION OF AN INSURED EVENT

Article 54

1. The Insured person shall, within 3 (three) business days upon the occurrence of one of the reasons for travel cancellation referred to in Article 52 thereof, cancel the trip with the travel agency with which he/she has concluded the Travel Agreement.
2. If the Insured person had to cancel the contracted or commenced travel due to any of the reasons referred to in Article 53 thereof, he/she shall notify the Insurer in writing thereof, not later than 15 business days from the day of occurrence of the reason for the cancellation.

Article 55

1. The Insured person shall submit to the Insurer an insurance claim together with the following documents, not later than 30 days from the planned date of the travel, that is, from the day when the commenced travel was interrupted:
 - a) original Policy
 - b) payment slip and travel agreement confirming that the travel has been paid for
 - c) travel agency's written confirmation of the travel cancellation; provided that the travel cancellation date is clearly and explicitly stated, or, in case of termination of an already commenced travel, date and place of travel confirmation
 - d) travel agency's confirmation of the amount charged to the Insured person due to the travel cancellation, that is, termination thereof
 - e) if the travel is cancelled or terminated due to illness, bodily injury, pregnancy or intolerance to vaccination, the Insured person shall provide the insurer with complete medical documentation regarding the illness, injury, pregnancy and vaccination, related to the Insured person's inability to take the trip (it is imperative that it also contains a doctor's certificate stating explicitly that the Insured person is not able to benefit from the contracted travel arrangement), as well as a sick leave report or the employer's confirmation of the use of the paid holiday in that period, provided that the Insured person is employed,
 - f) if the travel is cancelled or terminated due to death, the Insured person or the Insurance beneficiary shall provide the Insurer with death certificate of the Insured person/extract from the registry of deaths,
 - g) if the travel is cancelled or terminated due to damage to property or military exercise, the Insured person shall provide the Insurer with a confirmation of the competent authority.

FLIGHT DELAY

SCOPE OF THE INSURER'S LIABILITY

Article 56

1. In case of a flight delay of more than 4 hours, that is, if the paid flight is overbooked or cancelled and the carrier has not organised an alternative transportation within 4 hours, the Insurer shall compensate the costs of refreshments, food, purchased newspaper/magazines and similar.

NOTIFICATION OF THE INSURED EVENT

Article 57

1. The Insured person shall notify the Insurer of the damage not later than 30 (thirty) days after having returned from the travel destination.

2. While notifying of the Insured event, the Insured person shall submit the following:
 - a) original Policy
 - b) airline's confirmation of flight delay.

INSURANCE INDEMNITY PAYMENT

Article 58

1. In case of occurrence of the Insured event, the Insurer shall pay 50 EUR for incurred expenses.

Remark:

Insurance terms and conditions in English are only an informational translation of the original terms and conditions drawn up in Croatia language. Competent and legally binding are insurance terms and conditions drawn up in Croatia language.

Effective as of 01 September 2010