

Terms and Conditions of Trip Cancellation Insurance

Terms and Conditions of Trip Cancellation Insurance (hereinafter: Terms and Conditions) regulate the relationship between the Insured and the Insurer in regard to trip cancellation insurance.

Article 1

- (1) A trip cancellation insurance contract may be concluded via travel agencies and other insurance distribution channels within three days from the date of concluding the travel contract or from the day of purchasing a plane ticket. In the event that insurance was concluded after the above deadline, the Insurer is not obligated to compensate for losses.
- (2) Insurance contract is concluded on the basis of a written proposal drawn up on the Insurer's form, by the Insured's acceptance of the Terms and Conditions and by issuance of the Insurance Policy.

Article 2

Insured sum is equal to the price of the trip that the Insured contracted and paid to a travel agency based on a travel contract, for which the Insured concluded an insurance contract with the Insurer.

Article 3

The insurance coverage commences at 12.00 midnight on the day that is indicated in the insurance policy as the date of conclusion of the insurance contract, and expires at 12.00 midnight on the day on which 50% of the planned duration of the trip has lapsed.

Article 4

- (1) Insured event must be a future, unpredictable event independent of the sole will of the Insured.
- (2) Insurance contract will be deemed null and void if, at the moment of contract conclusion, the insured event had already occurred, had begun to occur or it was likely that it was going to occur.

Article 5

- (1) If the Insured cancels an arranged trip due to the occurrence of an insured event, which event occurred in the period between the insurance commencement date and the arranged starting date of the trip, the Insurer will reimburse to the Insured 90% of the sum paid by the Insured to the travel agency, pursuant to cancellation terms contained in the Terms and Conditions of the travel contract.
- (2) If the Insured interrupts an arranged trip that had already started due to the occurrence of an insured event, the Insurer will reimburse to the Insured 90% of the sum paid by the Insured to the travel agency, calculated using the *pro rata temporis* principle proportional to the number of days of unused trip duration.

Article 6

- (1) For the purposes of these Terms and Conditions of insurance, an insured event is considered to have occurred if one of the following insured risks occurs:
 - a) Illness,
 - b) Accident,
 - c) Natural disaster in the Insured's place of residence,
 - d) Death,
 - e) Military exercise,
which affected the Insured or any of the following persons:
 - f) The Insured's life partner (spouse or common-law partner),
 - g) The Insured's children (including adopted children),
 - h) The Insured's parents and parents of the Insured's life partner (including adoptive parents),
 - i) The Insured's siblings or siblings of the Insured's life partner,
 - j) The Insured's grandparents or grandparents of the Insured's life partner, but

only for the risk of death.

- (2) For the purposes of these Terms and Conditions, risk:
 - a) of illness – is defined as a bodily disfunction of the Insured or any person listed in paragraph 1 of this Article under items f to h, which exhibits a specific pattern and recognizable signs and symptoms, the occurrence of which prevented the Insured from starting an arranged trip or forced the Insured to interrupt a trip that had already started,
 - b) of accident – is defined as any sudden event independent of the will of the Insured, which event, by affecting the body of the Insured in a usually external and sudden manner, results in impairment of the Insured's health or the health of any person listed in paragraph 1 of this Article under items f to h, the occurrence of which event prevented the Insured from starting an arranged trip or forced the Insured to interrupt a trip that had already started,
 - c) of natural disaster – is defined as earthquake, fire, flood and major hurricanes.
- (3) In order to provide proof of illness or accident, the Insured is obligated to obtain a medical certificate from the chosen primary healthcare physician within 3 business days from the day on which the insured risk occurred, based on which certificate the Insurer's expert will conclusively verify the occurrence of insured risk.

Article 7

In order to validly cancel the trip with the travel agency with which he or she concluded the travel contract or notify the agency of the trip being interrupted, the Insured is required to duly notify the agency within 3 business days, starting with the day on which the insured risk occurred. The insured event is deemed to have occurred as at the moment of trip cancellation or interruption of a trip that had already started.

Article 8

- (1) The Insured, or the insurance beneficiary in the event of the Insured's death, is obligated to submit a claim to the Insurer at the latest within 15 business days, starting with the day on which the insured event occurred.
- (2) Along with the claim substantiated in writing, the Insured is obligated to deliver the following documents to the Insurer:
 - a) Original insurance policy,
 - b) Travel contract,
 - c) Payment slip as proof of payment for the trip,
 - d) Written confirmation by travel agency that the trip was cancelled or interrupted,
 - e) Receipt from hotel in the event of interruption of a trip that had already started,
 - f) Certificate of travel agency on the sum withheld from the Insured due to trip cancellation or interruption,
 - a) Proof that the insured risk occurred, specifically:
 - b) In the event of death: excerpt from the Register of Deaths/death certificate,
 - c) In the event of illness and accident: medical certificate, with indication of the code of the disease, issued by the chosen primary healthcare physician, which certificate explicitly states that the affected person was unable to start the arranged trip or was forced to interrupt the trip that had already started and, where the Insured is employed, a report on sick leave or confirmation by employer regarding the use of annual leave,
 - d) For natural disaster: certificate of the competent state authority,
 - e) For military exercise: certificate of the competent authority,
 - f) And any other documents as requested by the Insurer, depending on the circumstances of the specific case.
- (3) On certificates referred to in items d, e and f of the previous paragraph, the date of trip cancellation must be clearly and explicitly stated, and in the event of interruption of a trip that had already started, the date and place of interruption of trip must be stated.

Article 9

- (1) The Insurer undertakes to pay the compensation to the Insured without delay, at the latest within 15 days, starting with the date on which the Insured submitted the claim with all the documents necessary for the Insurer's loss adjustment process.
- (2) In the event of the Insured's death, insurance beneficiaries are the Insured's successors.

Article 10

- (1) The Insurer is authorized and entitled to request that the Insured, the health institution and the Insured's employer provide subsequent explanations, documents and evidence necessary to determine important circumstances regarding the submitted claim. The Insured is obligated to deliver the requested to the Insurer or to provide the Insurer with any necessary assistance for acquiring the above.
- (2) The Insurer is authorized and entitled to take actions at its own expense for the purpose of a medical examination of the Insured by the Insurer's own doctors or medical committee in order to determine important circumstances regarding the submitted claim.
- (3) The Insured is obligated to respond to the Insurer's invitation for the purpose of a medical examination. The Insured's failure to report for the arranged medical examination or the Insured's failure to respond to the Insurer's invitation for the purpose of arranging a medical examination will result in the Insured's loss of right to compensation under this insurance.

Article 11

All parties whose legal interests arise from the insurance contract concluded in accordance with these Terms and Conditions shall first and foremost attempt to amicably resolve any possible disputes with the Insurer arising from or relating to the relevant insurance contract, in accordance with the Insurer's rules of procedure for out-of-court dispute settlement. In case the Insured is dissatisfied with the Insurer's decision, he may file an objection with the Insurer's Objections Committee which shall deliver its written Decision on the objection to the complainant within fifteen business days. If the dispute is not settled in an out-of-court procedure at the Insurer's premises, any party to the dispute may propose to the other party that a mediation proceeding be initiated before the Mediation Centre of the Croatian Insurance Bureau or another mediation organization. Mediation proposal shall be delivered to the Mediation Centre of the Croatian Insurance Bureau or other mediation organization in writing.

Article 12

Parties shall attempt to amicably settle any disputes arising from the insurance contract. In the event of a dispute, the Parties agree on all disputes being settled before the court of subject matter jurisdiction in Zagreb.