

Terms and Conditions for the insurance of travel cancellation or interruption

DEFINITIONS

1. **Insurer** – Croatia osiguranje d.d. with which the insurance contract is concluded;
2. **Insurance policyholder** – a legal or natural person who concludes an insurance contract with the insurer;
3. **Insured person** – passenger, exclusively a natural person whose material interest is insured under these Terms and Conditions and who is authorized to claim the insurance compensation from the insurer in the case of an insured event;
4. **Insurance beneficiary** – exclusively the insured person, and in case of the insured person's death, his or her heirs;
5. **Insured risk** – an event covered by the insurance, which must be a future event, uncertain and independent of the exclusive will of the policyholder or insured person, which could lead to the realisation of the insured event;
6. **Insured event** – an event caused by the insured risk;
7. **Insurance policy** – document on the concluded insurance;
8. **Insurance premium** – the amount that the policyholder is obliged to pay to the insurer under the insurance contract;
9. **Maturity of the premium or premium instalment** – the last day of the deadline by which the insurance premium must be paid;
10. **Amount of insurance** – the maximum amount of the insurer's liability per insured event, up to a maximum of 90% of the total travel price;
11. **Insurance compensation** – the amount that the insurer is obliged to pay to the insured upon the occurrence of the insured event;
12. **Travel contract** – a contract governing the mutual relations between the travel agency, trip organizer, airline or service provider and passengers;
13. **Non-refundable airline ticket** – airline ticket for which the insured person does not have the right to a refund from the airline in case of the cancellation of the trip;
14. **Advance payment** – the amount of money paid by the insured person to the trip organizer, airline or service provider for the purpose of confirming the booking;
15. **Disease** – a disorder of a certain function of the organism with a specific cause and recognizable signs and symptoms due to the onset or worsening of which the contracted trip has not started or the already started trip has been interrupted;
16. **Accident** – any sudden and involuntary event that, acting externally and abruptly on the body, results in the impairment of health as a result of which the contracted trip has not started or the already started trip has been interrupted;
17. **Pregnancy disorder** – disorders and complications in pregnancy that are diagnosed as such by an authorized physician;
18. **Natural disaster** – a large-scale natural phenomenon declared by the competent state authorities due to which the trip has been disabled.

SUBJECT OF THE INSURANCE

Article 1

- (1) The subject of the insurance is the financial loss incurred by the insured person as a result of him or her:
 - cancelling a trip that has not yet started or
 - interrupting a trip that has already started.
- (2) If the insurance contract is concluded only for airline tickets, the subject of insurance is the financial loss incurred solely due to the cancellation of the trip by the insured person. In this case, the insurance contract can only be concluded for non-refundable airline tickets.
- (3) If the insurance contract is only concluded for advance payments, the subject of the insurance is the financial loss incurred solely due to the cancellation of the trip by the insured person.
- (4) The subject of the insurance, through the application of these Terms and Conditions, may not be financial losses incurred due to the cancellation or interruption of a trip won in prize games.

CANCELLATION OR INTERRUPTION OF A BUSINESS TRIP

Article 2

- (1) In terms of these Terms and Conditions, the subject of the insurance may also be a financial loss as a result of the cancellation or interruption of an already contracted and paid business trip (meeting/conference/seminar) incurred by the insured person if:
 - the trip was cancelled by the organizer of the business trip, i.e. by another business party
 - the trip was cancelled by the insured person's employer due to a sudden, immediate and scheduled business meeting, at which the insured person must be present
 - the trip was cancelled or interrupted by the insured person due to the realisation of the risks specified in Article 7 of these Terms and Conditions.
- (2) The exclusions set out in Article 8 of these Terms and Conditions shall apply to the risks defined in paragraph (1) of this Article.

INSURABILITY

Article 3

- (1) Pursuant to these Terms and Conditions, the following persons can be insured:
 - Croatian citizens and foreigners who have a regulated stay in the Republic of Croatia
 - foreigners who will stay in the Republic of Croatia as tourists and who do not perform part-time business activities during their stay in the Republic of Croatia.

DURATION OF THE INSURANCE CONTRACT

Article 4

- (1) The insurance contract is concluded for a definite period of time lasting up to 1 (one) year, unless otherwise agreed in the contract.

CONCLUSION OF THE INSURANCE CONTRACT

Article 5

- (1) The contract on the insurance of the cancellation or interruption of travel and the cancellation or interruption of a business trip may be concluded within three (3) working days from the day of the conclusion of the travel contract, but not later than seven (7) days before the commencement of the travel or trip. If the insurance contract is concluded after the expiration of the above-indicated deadlines, the insurer shall not be obliged to pay the insurance compensation, unless otherwise agreed and indicated in the quote or policy, depending on the method of the conclusion of the insurance contract.
- (2) After the contracting parties have agreed on the essential components of the contract, the insurance contract may be concluded:
 - by signing an insurance policy or
 - by paying an insurance premium or the first instalment of the premium, or
 - by accepting the quote.
- (3) If the insurance contract is concluded by accepting the quote, the written quote shall be binding for the policyholder, if it has not set a shorter deadline, for a period of 8 (eight) days from the day when the quote was received by the insurer. If the quote does not deviate from the conditions for the proposed insurance and the insurer does not reject it within the above indicated period, it shall be considered that it has accepted the quote and that the contract has been concluded.

COMMENCEMENT AND TERMINATION OF INSURANCE COVERAGE

Article 6

- (1) The insurance coverage begins with the expiration the 24th hour of the day on which the insurance contract is concluded, provided that the insurance premium or the first instalment of the premium has been paid by that day, and ends with the expiration of the 24th hour of the day on which 50% of the estimated duration of the trip expires.
- (2) If the insurance premium or the first instalment of the insurance premium has not been paid by the day specified in paragraph (1) of this Article, the insurance coverage shall begin on the 24th hour of the day on which the premium or the first instalment of the premium has been paid.

INSURED EVENT AND INSURED RISKS

Article 7

- (1) An insured event in terms of these Terms and Conditions shall be considered the cancellation of the trip or interruption of the already started trip due to the realisation of one of the insured risks referred to in paragraph (2) of this Article that affected the insured person or another person with whom the insured person is connected.
- (2) The insurance coverage shall be provided due to the realisation of one of the following risks:
 - death of the insured person or any of the other persons exhaustively listed in paragraph (3) of this Article
 - an accident that occurred to the insured person or to any of the other persons exhaustively listed in paragraph (3) of this Article
 - illness of the insured person or any of the other persons exhaustively listed in paragraph (3) of this Article
 - pregnancy disorder of the insured person
 - fire, flood or criminal offense committed with intent by a third party on property owned by or in the possession of the insured person, as a result of which the start of the trip is prevented or the trip is interrupted
 - natural disasters in the place of residence or domicile of the insured person, the starting point and/or destination of the trip, as well as natural disasters that affected property owned or in the possession of the insured person, as a result of which the start of the trip was prevented or the trip was interrupted.
- (3) Other persons with whom the insured person is connected in terms of these Terms and Conditions shall be considered to be the following:
 - spouse or extramarital partner or life partner of the insured person
 - children of the insured person, spouse or extramarital partner or life partner of the insured person (including adopted and foster children)
 - parents of the insured person, spouse or extramarital partner of the insured person or life partner of the insured person (including adoptive parents)
 - brothers and sisters of the insured person or brothers and sisters of his or her spouse or extramarital partner or life partner
 - grandparents of the insured person, grandparents of the spouse or extramarital partner or his or her life partner
 - other persons whom the insured person must take care of and with whom he or she lives in a joint household.
- (4) To the same extent and under the same conditions as set out in paragraph (2) and paragraph (3) of this Article, the right to the payment of the insurance compensation shall be exercised by the spouse or extramarital partner or life partner of the insured person and children of the insured person living with them in a joint household (biological, adopted or foster children) and who travel together with the insured person, provided that they are contracted as insured in the quote or insurance policy.
- (5) An insurance contract shall be considered null and void if at the time of its conclusion, the insured event had already arisen, or was in progress or was certain to occur.

EXCLUSIONS FROM INSURANCE

Article 8

- (1) The insurer's liability shall be excluded in full due to the following:
 - war, internal unrest, strikes, uprisings, terrorism and other war risks in the country to or from which the insured person is travelling
 - an epidemic in the country to or from which the insured person is travelling or a pandemic
 - complications and disorders in pregnancy that occurred before the start of the insurance, i.e. if the pregnant woman was already temporarily unable to work due to complications in pregnancy before the conclusion of the insurance contract
 - bankruptcy and insolvency of the travel organizer
 - cancellation of a trip by the travel agency, tour operator, airline or service provider.

TERRITORIAL COVERAGE

Article 9

- (1) The insurance coverage covers insured risks incurred throughout the world, unless otherwise stated in the quote or policy, depending on the method of conclusion of the insurance contract.

RIGHTS AND OBLIGATIONS OF THE INSURANCE
POLICYHOLDER

OBLIGATION TO PAY THE INSURANCE PREMIUM

Article 10

- (1) The insurance policyholder shall be obliged to pay the insurance premium to the insurer, and the premium can be paid by any interested person.
- (2) When the insurance premium is paid at once, it shall be paid when the insurance contract is concluded.
- (3) Exceptionally, the insurer may approve the payment of the premium within the agreed deadlines.
- (4) When paying the premium within the agreed deadlines, the first instalment of the insurance premium shall be due at the time of the conclusion of the insurance contract, and the other instalments shall be due in the following months on the same day of the month as the first instalment of the premium.
- (5) The insurer may charge default interest on any delay in the payment of the agreed insurance premium.

RIGHT TO TERMINATE THE INSURANCE CONTRACT

Article 11

- (1) If the travel organizer cancels the trip before the start of the trip due to external, extraordinary and unforeseen circumstances that could not have been prevented, avoided or eliminated, the insurance policyholder shall have the right to terminate the insurance contract.
- (2) In the case when the insurance is contracted for a period of up to 5 (five) years, the insurance cannot be terminated before the expiration of the period for which it was concluded.

RIGHT TO A REFUND OF THE INSURANCE PREMIUM

Article 12

- (1) If the insured event has not occurred by the day of the termination of the insurance contract for reasons stated in paragraph (1) of the Article above, the insurance policyholder shall be entitled to a refund of the insurance premium.

OBLIGATIONS OF THE INSURANCE POLICYHOLDER FOR THE DURATION OF THE
INSURANCE CONTRACT

Article 13

- (1) The insurance policyholder shall be obliged to:
 - inform the insurer about any change in the circumstances that may be relevant to the risk assessment, regardless of whether the change in risk occurred through his or her will or action or without his or her influence
 - inform the insurer about a change of name or change of the place of residence/seat.

RIGHTS AND OBLIGATIONS OF THE INSURED PERSON

OBLIGATIONS OF THE INSURED PERSON IN THE EVENT
OF AN INSURED EVENT

Article 14

- (1) The insured person shall be obliged to cancel the trip with the travel organizer with whom he or she concluded the travel contract within three (3) days from the day of the realisation of the insured event, i.e. to inform the travel organizer of the interrupted trip.
- (2) For the purpose of proving the illness and accident, the insured person shall be obliged to obtain a certificate from the chosen primary care physician within three (3) working days from the day of the realisation of the insured risk, on the basis of which it is possible to determine the realisation of the insured risk with certainty.
- (3) If the insured has missed the deadline referred to in paragraph (1) and paragraph (2) of this Article and thus incurred a greater financial loss, the insurer shall only be obliged to compensate the damage in the amount of the financial loss that would have occurred if the insured person acted in accordance with the obligation referred to in paragraph (1) of this Article.

Article 15

- (1) The insured person, or the beneficiary of the insurance in the event of the death of the insured person, shall be obliged to submit to the insurer the insurance claim as soon as possible after discovering that the insured event has occurred so that the insurer, upon determining its obligation, can pay the insurance compensation in the manner specified in Article 17 of these Terms and Conditions.
- (2) When reporting the damage, the insured person shall be obliged to submit the following, together with the completed form of the insured person:
 - a) a copy of the insurance policy,
 - b) travel contract and/or a copy of the plane ticket and/or confirmation of the accommodation reservation,
 - c) proof that the trip and/or accommodation or advance payment has been paid,
 - d) confirmation of the travel agency/travel organizer/service provider on the date of the cancellation of the trip and information on the amount that the travel agency/travel organizer/service provider kept or did not return to the insured person, in accordance with its business terms and conditions,
 - e) confirmation from the airline that the airline tickets have not been used within the agreed period or that they have been exchanged for other tickets and information on the amount retained or not returned by the airline to the insured person, in accordance with its business terms and conditions,
 - f) confirmation of the accommodation service provider on the date and time of the check-out and information on the amount that the accommodation service provider kept or did not return to the insured person in case of the interruption of the already started trip, in accordance with its business terms and conditions,
 - g) proof that the insured risk has been realised:
 - death – death certificate
 - illness, pregnancy disorder and accident – a certificate from the chosen primary care physician or gynaecologist in the case of a pregnancy disorder indicating the disease code and explicitly stating that the sick person could not start the contracted trip (or was forced to terminate the already started trip) and a sick leave report or certificate from the employer on the use of annual leave, in case the sick person is employed
 - natural disasters – a certificate from a competent state body or institution
 - fire, flood, criminal offense committed by a third party with intent resulting in damage to property – a certificate from the competent authority and all other documentation at the request of the insurer depending on the circumstances of each case.
- (3) The insured person shall be obliged to respond to the insurer's call for the purpose of a medical examination. The failure to attend the agreed medical examination by the insured person or the failure to respond to the call of the insurer for the purpose of arranging a medical examination may lead to a reduction of the amount of insurance compensation.
- (4) On the certificates referred to in subparagraphs d), e) and f) referred to in paragraph (2) of this Article, the date of the travel cancellation must be clearly and explicitly stated, i.e. in case of the interruption of already started travel, the date and place of the travel interruption.
- (5) In addition, the insured person shall, in addition to the documentation referred to in paragraph (2) of this Article, in the event of the cancellation of a business trip, submit the following:
 - confirmation of the cancellation of the business trip by the travel organizer as well as the reason for the cancellation if the business trip was cancelled by the travel organizer
 - confirmation of the invitation to participate in the newly scheduled business meeting and confirmation of the cancellation of the previously arranged business meeting.

RIGHTS AND OBLIGATIONS OF THE INSURER

OBLIGATION TO PAY INSURANCE COMPENSATION

Article 16

- (1) If the insured cancels the contracted trip or air ticket due to the realisation of the insured risk that occurred from the commencement of the insurance coverage to the agreed commencement of the trip, the insurer shall reimburse the insured person 90% of the amount of the travel paid for and reported by the insured person during the conclusion of the insurance contract, which was retained by the travel agency/travel organizer/service provider in accordance with its business terms and conditions.

- (2) If the insured person terminates the already started contracted trip due to the insured risk, and no later than by 50% of the anticipated duration of the trip, the insurer shall reimburse the insured person 90% of the paid travel amount reported by the insured person when concluding the insurance contract, reduced by the price of the part of the journey already used, by applying the principle of pro rata temporis.
- (3) According to the pro rata temporis principle, the unused part of the insurance premium is calculated by dividing 90% of the paid travel amount by the total number of travel days, and by multiplying the obtained daily amount by the number of unused travel days.

DEADLINES FOR THE PAYMENT OF INSURANCE COMPENSATION

Article 17

- (1) The insurer undertakes to pay the insurance compensation to the insured person within the agreed period, which may not be longer than 14 (fourteen) days, counting from the time the insurer receives the notification that the insured event has occurred.
- (2) If it takes some time to determine the existence of the insurer's liability or its amount, the insurer shall be obliged to pay the insurance compensation specified in the contract within 30 (thirty) days from the date of receipt of the claim or inform the insured person within the same period that his or her claim is unsubstantiated.
- (3) If the amount of the insurer's liability is not determined within the deadlines specified in paragraph (1) and paragraph (2) of this Article, the insurer shall pay the amount of the undisputed part of its liability without delay as an advance.
- (4) If the insurer fails to fulfil its obligation within the deadlines referred to in this Article, it shall owe the insured person default interest from the day of receipt of the claim, as well as compensation for the damage incurred as a result.

RIGHTS OF THE INSURER AFTER THE OCCURRENCE OF THE INSURED EVENT

Article 18

- (1) The insurer shall be authorized and has the right to request subsequent explanations, documentation and proof from the health institution and the employer of the insured person to determine the material circumstances related to the request for the payment of the insurance compensation, which may include requesting a copy of the medical history record and specialist medical documentation.
- (2) The insurer shall be authorized and has the right to take actions at its own expense for the purpose of a medical examination of the insured person through its doctors or medical commissions in order to determine the material circumstances related to the request for the payment of the insurance compensation.

FINAL PROVISIONS

SANCTIONS/EMBARGO VIOLATION CLAUSE

Article 19

- (1) An insurer shall not be obliged to provide coverage or pay out insurance compensation if such coverage or payment of insurance compensation would expose the insurer to any sanctions, prohibitions or restrictions under United Nations resolutions or trade and economic sanctions, regulations and directives of the European Union, the United Kingdom or the United States.

JURISDICTION AND APPLICABLE LAW

Article 20

- (1) The parties shall attempt to resolve all disputes arising from the insurance contract amicably. If, despite their efforts, a peaceful amicable settlement of the dispute between the policyholder or the insured person and the insurer fails, the court with subject-matter and territorial jurisdiction shall be competent for court disputes in accordance with the provisions of the Civil Procedure Act, if the contracting parties do not agree on the jurisdiction of another court when concluding the insurance contract.
- (2) The law of the Republic of Croatia shall apply to the insurance contract, unless otherwise agreed.
- (3) In the case of insurance contracts with an international element to which Regulation (EC) no. 593/2008 of the European Parliament and of the

Council applies, the contracting parties shall be authorized to choose, as the applicable law:

- if the policyholder is a natural person, the law of the Member State in which the policyholder is domiciled or habitually resident
 - if the policyholder is a legal person, the law of the Member State in which the policyholder to which the contract relates is established
 - if the insurance contract is concluded for 4 (four) months or less and when the insurance covers any type of risk related to travel or annual leave, the law of the Member State in which the policyholder has concluded the insurance contract
 - if the insurance contract is concluded for a period longer than 4 (four) months, the law of the Member State in which the policyholder is domiciled or habitually resides or
 - if the insurance contract covers risks limited to events in a Member State other than the Member State in which the risk is situated, the law of that Member State.
- (4) When the parties have the right to choose, the insurer proposes that the law of the Republic of Croatia be chosen as the law that applies to the insurance contract.

APPLICATION OF INSURANCE CONDITIONS

Article 21

- (1) These Terms and Conditions shall apply to the relations between the insurer, the insurance policyholder and the insured person arising in connection with the insurance from the cancellation or interruption of travel.
- (2) The provisions of the legal regulations of the Republic of Croatia shall apply accordingly to anything that is not regulated by the provisions of these Terms and Conditions that is important for the mutual relations of the contracting parties.

These Terms and Conditions shall apply from 20.10.2020.