

Special conditions for voluntary travel health insurance

Article 4

I INTRODUCTORY PROVISIONS

Article 1.

- (1) Special Conditions for voluntary travel health insurance (hereinafter referred to as "Special Conditions") form an integral part of the travel health insurance contract voluntarily concluded between the Policyholder and CROATIA osiguranje d.d. (hereinafter referred to as "Insurer").
- (2) Policyholder is a person who has entered into an insurance contract with the Insurer and may be any natural person or legal entity.
- (3) Insured is a person stated in the Policy or its annex upon whose illness, accident or death the payment of an insured sum is directly dependant.
- (4) Beneficiary, within the meaning of these Special conditions, is understood to be the Insured or any other third party who can prove to have paid for the costs indemnified by this insurance.
- (5) Sum insured is the highest amount for which the Insurer is liable to pay indemnity, and it has to be stated in the Policy.
- (6) Insurance premium is defined by the tariff and depends on the sum insured, covered risks, additional payments and the agreed insurance period. In addition to the premium the Policyholder is also obliged to pay all other levies according to the Croatian tax regulations.
- (7) Insurance contract is concluded when signed by both parties and once the Policyholder has paid the insurance premium, but it has to be done exclusively prior to the commencement of a trip. The contract concluded once the trip has started is considered non-valid.
- (8) Policyholder confirms that he is fully informed of all the policy conditions by signing it.

II ELIGIBILITY FOR INSURANCE

Article 2

- (1) These Special Conditions apply to an individual insurance of a healthy person up to the age of 70.
- (2) Individuals aged between 70 and 80 can be insured exclusively under Programme A, with the sum insured up to EUR 5,000 in the event of illness and up to EUR 7,500 in the event of accident, and that only if they are generally healthy, travelling in a group, and if the premium calculated at a special rate is paid.
- (3) Family insurance policy is taken out for members of immediate family. The members of immediate family are considered to be the Insured's spouse and children up to the age of 28. In case that the names of persons other than the Insured's spouse and children are stated at the family insurance policy, it will be considered not valid for those persons as well as for children beyond the age of 28.
- (4) These Special Conditions do not apply to:
 - Croatian citizens during travel and stay in a country being their country of residence due to their job obligations
 - foreign citizens during travel and stay in their domicile state.
- (5) Persons suffering from mental disorders as well as those with limited legal capacity are excluded from insurance.

III INSURANCE COVERAGE

Article 3

- (1) The insurance for Croatian citizens and foreign citizens with a regulated stay in the Republic of Croatia 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 leaving the Republic of Croatia and expires at 24.00 hrs on the day which is specified in the Policy as the insurance expiration date, i.e. at the moment when the Insured crosses the state border on the way back to the Republic of Croatia.
- (2) The insurance coverage for a stay abroad can be concluded for a period up to one year. If an individual annual policy for unlimited number of trips abroad is taken out, each individual trip can last up to 30 days. In case the trip lasts longer than 30 days the Insurer is not liable to cover risks incurred after the expiry of the agreed period of an individual trip.
- (3) This health insurance is valid all over the world, if it is so concluded and additional premium paid, with the exception of Insured's country of residence and the country providing health insurance to him/her. The premium amount is dependant on the part of the world the Insured travels to, as well as on the type of sport he/she is going to pursue during travel and stay abroad.
- (4) This insurance includes all sport and recreational activities, only if an additional premium has been paid.
- (5) Croatian citizens are covered for transit throughout the world, in which case the transit itself can last up to 24 hours.

- (1) The Insurer provides insurance coverage for an emergency medical intervention in the event of a sudden illness or accident to the Insured occurring during his/her stay abroad.
- (2) An insured event commences once the medical treatment has been started and ends when, from a medical point of view, it is no longer needed. In the event when a medical treatment has to be extended to an illness or the consequence of an accident not in any way related to the treatment that has been started, it is considered that a new insured event has occurred.
- (3) The Insurer shall based on these Special provisions indemnify the Insured for the following costs incurred due to an emergency medical treatment during his/her temporary stay abroad (with the exceptions of exclusions stated in Art. 7, but up to the agreed sum insured):
 - a) stationary treatment (out-patient treatment);
 - b) medicines and medical supplies prescribed by a physician;
 - c) necessary medical aids and walking aids, which constitute an integral part of treatment of broken limbs and injuries, prescribed by physicians;
 - d) X-ray, ultrasound and MRI diagnostic methods;
 - e) clinical treatment in an institution that is generally considered to be a hospital providing constant physician's supervision of the Insured in the foreign country in which the insured event has occurred. This implies the use of scientifically proven methods in a hospital at a place of the Insured's stay or the nearest suitable hospital;
 - f) costs of transportation by formally approved emergency services for the purpose of admission of the Insured at the nearest hospital or at the nearest available physician;
 - g) costs of relocation to a specialist clinic where this is medically indicated and prescribed by a physician;
 - h) surgeries (including any surgery related expenses);
 - i) dental treatment exclusively for the purpose of relieving acute toothache.
- (4) The maximum insurance coverage for an individual trip is defined by the sum insured stated in the Policy.

Based on these Special conditions, tariff and insurance programmes the insurance contract allows for other forms of insurance, i.e. scopes of cover and insurance limits to be concluded, in which case pursuant to additional clauses and insurance provisions the sums insured stated in the Policy become valid.

- (5) The Policy as a rule covers Insured's costs all throughout the world as follows:
 - a) up to the limit of EUR 10,000 for illness and EUR 15,000 for accident (Programme A) or
 - b) up to the limit of EUR 30,000 for illness and EUR 30,000 for accident (Programme B) or
 - c) up to the limit of EUR 100,000 for all cases of illness and accident (Programme C).
- (6) All costs of individual insured events according to the Programme A and B from paragraph (5) items a) and b) of this Article are covered up to the sum insured for illness and accident. Other limits of the sum insured can be also be agreed and stated in the Policy.
- (7) Under the Programme C from paragraph (5) c) of this Article the sum insured represents the highest amount of indemnity for all insured events occurring during the insurance period. The Insurer's liability ceases, once the total sum insured agreed and stated in the Policy has been paid. If under Programme C a family insurance policy is taken out, the agreed sum insured does not apply to an individual person, but to all members of the family stated in the Policy.
- (8) Exceptionally, with prior approval of the nearest assistance office, transportation costs are covered when for health reasons it is not possible to return the Insured to his country of residence in the manner originally intended. The decision about justifiableness and carrying out the repatriation is brought exclusively by the medical experts of the Insurer. In case the Insured refuses repatriation, the Insurer's liability ceases for all costs agreed upon in the insurance contract that have been incurred from the moment of the Insured's rejection of repatriation. In case the Insured organizes the transportation at on his own the Insurer is not liable for the costs incurred thereby.
- (9) This insurance Policy covers justified and indispensable usual costs of transportation of the deceased to the place of residence stated therein. The Insurer organizes the transportation of the deceased and in case the family of the Insured organizes the transportation before the Insurer's approval, the Insurer covers the costs up to the amount usually paid for the transportation organization.
- (10) If the Policy is taken out under Programme A, the Insurer is liable for costs:
 - from paragraph (8) of this Article up to EUR 2,000
 - from paragraph (9) of this Article up to EUR 3,000
 - rescue by ambulance chopper up to EUR 2,500.
- (11) Justified and indispensable costs within the meaning of these Special Conditions are considered to be the costs of medical treatment not exceeding the general level of medical costs at the territory where an insured event has occurred, implying that the same or similar treatment, service or help to the persons of the same gender and approximately the same age, for similar illness or injury, coded according to the international classification of diseases, is needed.

IV FOREIGN CITIZENS INSURANCE

Article 5

- (1) The provisions of these Special Conditions also apply to foreign citizens up to the age of 70 who stay as tourists out of their country of residence for a period of up to 180 days and do not work on a part-time basis during their stay, as well as those foreign citizens who, due to the visa system, are obliged to have temporary health insurance contract for the duration of their stay in the Republic of Croatia. Individuals aged between 70 and 80 can be insured exclusively under Programme A, with sums insured up to EUR 5,000 in the event of illness and up to EUR 7,500 in the event of accident, and that only if they are generally healthy, travelling in a group and if the premium calculated at a special rate is paid.
- (2) The foreign citizens insurance from paragraph (1) of this Article commences at 0.00 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 leaving the Republic of Croatia and expires at 24.00 hrs on the day which is specified in the Policy as the insurance expiration date, i.e. at the moment when the Insured crosses the state border on the way back to the Republic of Croatia.
- (3) The foreign citizens insurance is valid exclusively at the territory of the Republic of Croatia, unless it is otherwise agreed pursuant positive legal regulations.
- (4) Foreign citizens holding dual citizenship, one of which is Croatian, cannot be insured pursuant to this Article.

Article 6

- (1) The Insurer provides insurance coverage for an emergency medical intervention in the event of a sudden illness or accident to the Insured occurring during his/her stay abroad.
- (2) An insured event commences once the medical treatment has been started and ends when, from a medical point of view, it is no longer needed. In the event when a medical treatment has to be extended to an illness or the consequence of an accident not in any way related to the treatment that has been started, it is considered that a new insured event has occurred.
- (3) The Insurer shall based on these Special provisions indemnify the Insured for the following costs incurred due to an emergency medical treatment during his/her temporary stay abroad (with the exceptions of exclusions stated in Art. 7, but up to the agreed sum insured):
 - a) stationary treatment (out-patient treatment);
 - b) medicines and medical supplies prescribed by a physician;
 - c) necessary medical aids and walking aids, which constitute an integral part of treatment of broken limbs and injuries, prescribed by physicians;
 - d) X-ray, ultrasound and MRI diagnostic methods;
 - e) clinical treatment in an institution that is generally considered to be a hospital providing constant physician's supervision of the Insured in the foreign country in which the insured event has occurred. This implies the use of scientifically proven methods in a hospital at a place of the Insured's stay or the nearest suitable hospital;
 - f) costs of transportation by formally approved emergency services for the purpose of admission of the Insured at the nearest hospital or at the nearest available physician;
 - g) costs of relocation to a specialist clinic where this is medically indicated and prescribed by a physician;
 - h) surgeries (including any surgery related expenses);
 - 1) dental treatment exclusively for the purpose of relieving acute toothache.
- (4) The Policy covers Insured's costs up to the amount:
 - a) of EUR 10,000 for illness and EUR 15,000 for accident (Programme A) or
 - b) of EUR 30,000 for illness and EUR 30,000 for accident (Programme B).
- (5) All costs of individual insured events from the previous paragraph are covered up to the sum insured for illness and accident. Other limits of the sum insured can be also be agreed and stated in the Policy.
- (6) Exceptionally, with prior approval of the nearest assistance office, transportation costs are covered when for health reasons it is not possible to return the Insured to his country of residence in the manner originally intended. The decision about justifiableness and carrying out the repatriation is brought exclusively by the medical experts of the Insurer. In case the Insured refuses repatriation, the Insurer's liability ceases for all costs agreed upon in the insurance contract that have been incurred from the moment of the Insured's rejection of repatriation. In case the Insured organizes the transportation at on his own the Insurer is not liable for the costs incurred thereby.
- (7) This insurance Policy covers justified and indispensable usual transportation costs of the deceased to the place of residence stated in the Policy. The Insurer organizes the transportation of the deceased and in case the family of the insured organizes the transportation before the Insurer's approval, the Insurer covers the costs up to the amount usually paid for the transportation organization.
- (8) The Insurer is liable to cover costs:
 - from paragraph (6) of this Article up to EUR 2,000
 - from paragraph (7) of this Article up to EUR 3,000
 - rescue by ambulance chopper up to EUR 2,500.
- (9) This insurance Policy covers sport and recreational activities of foreign citizens only if an additional premium is paid.

- (10) Justified and indispensable costs within the meaning of these Special Conditions are considered to be the costs of medical treatment not exceeding the general level of medical costs at the territory where an insured event has occurred, implying that the same or similar treatment, service or help to the persons of the same gender and approximately the same age, for similar illness or injury, coded according to the international classification of diseases, is needed.

V EXCLUSIONS AND LIMITATIONS OF INSURER'S OBLIGATION

Article 7

- (1) The Insurer's obligations are excluded in total in the event of an:
 1. earthquake, epidemic, pandemic, contamination or natural disasters known before the beginning of the travel;
 2. war, internal unrest and rebellion, terrorism and other war risks, unless separately stipulated and additional premium for all war risks paid;
 3. attempted suicide or intentional self-injury of the insured;
 4. accidents incurred during perpetrating the tort/delict with characteristics of violence committed from the side of the insured or in which act or violence of the insured took part;
 5. accidents intentionally provoked by the insured or which arose out of the insured's participation in bets;
 6. driving motor or other vehicle without a valid driving permit;
 7. excessive consumption of alcohol, drugs or medications;
 8. cosmetic surgery and other aesthetic operations;
 9. artificial insemination or any other medical treatment of sterility including costs of contraception;
 10. medical care and consultation by a physician which is not a consequence of urgent medical treatment or accident;
 11. use of drugs or narcotics not prescribed by a physician;
 12. any professional manual or physical activity not connected with tourist stay or pursuing sport or recreation activity not concluded in the insurance policy i.e. is excluded by these Special Conditions
 13. participation in automotive competitions or preparations for the same;
 14. accidents involving rock climbing (Alpinism), sports aviation, parachuting, hang-gliding and glider-flying;
 15. accidents in skiing outside equipped skiing areas; during diving or spear-fishing
 16. preparation and participation in any sports or recreation activities or sport competitions of any kind if not specifically covered in the insurance policy; or excluded by these Special Conditions or held in unsecured and unarranged areas.
- (2) The insurer is not obliged to pay costs incurred in following events:
 1. all chronic diseases, diseases of a recurring character, psychological stress disorders as well as all disorders that have already been diagnosed and treated prior to taking out this insurance policy, except costs needed to bring the insured's life to a stable condition up to EUR 250 in total. Exceptionally, if specially agreed and an additional premium has been paid, and if any of the diseases referred to has led to such health condition of the insured that emergency medical care was required to save the life of the insured, the insurer shall cover the necessary costs of life-saving medical intervention up to the amount stipulated in the event of disease, whereas the expenses for other medical services, treatments and devices deemed necessary due to such intervention shall not be reimbursed by the insurer.
 2. contagious venereal diseases, AIDS, SARS, bird flu, H1N1-type flu (swine flu) and hepatitis B and C;
 3. during child-birth or complications of pregnancy after the sixth month;
 4. dental disorders, except for necessary dental treatment because of an acute toothache up to EUR 100 ;
 5. therapeutic and thermal treatment, radiotherapy, phototherapy, heliotherapy, hyperbaric chamber treatment;
 6. costs incurred caused by psychic or depression diseases, except in the event when according to the insured's health chart, such condition of a disease has been set in with the insured for the first time;
 7. medical treatment and attention provided by a physician who is a member of a family;
 8. compensation for health costs already covered by some other agreement or right;
 9. purchase of prosthetic devices, artificial limbs or equipment;
 10. any vaccination;
 11. over justified and higher than usual costs for the same medical treatment provided in the same place;
 12. any medication or treatment known to be necessary to the insured or continues during travel;
 13. any surgery or medical treatment that can be postponed until the insured's return to the country of residence without carrying a risk for his life;
 14. all costs above sum insured or upper limit of coverage;
 15. any medical treatment or help in the country of residence;
 16. costs of repatriation or transport of the deceased person in the event the insured was abroad because of the previously agreed medical treatment, operation as well as in all other events of medical treatments not agreed in these Special Conditions;
 17. continuation of medical treatment or other medical treatment after the insured's return to the country of residence i.e. country from which he started the travel (domicile country).

Article 8

- (1) In the event the Policyholder during concluding the insurance policy gives false information about the purpose of travel and stay abroad, during the settlement of the claim the indemnity is reduced according to ratio between the paid premium rate and premium rate that had to be paid.
- (2) The Insurer's obligation does not exist in the event the insured event incurred during sport or recreation activity of the insured without either concluded or paid adequate additional premium.

Article 9

These Special Conditions and the conditions of the Insurance policy cease to be valid and the Insurer is not liable in the event the insured:

- does not inform the Insurer or the Insurer's representative by telephone, telefax or letter immediately after the occurrence of the insured event i.e. in justified circumstances within 48 hours at the latest from the beginning of an illness or the occurrence of an accident during travel or stay abroad, by all means before the occurrence of costs covered by this insurance;
- does not follow the Insurer's or the Insurer's representative's instructions for defining rights
- arising out of the insurance in the event of illness or an accident;
- willfully decides on the way, form or scope of medical treatment, repatriation or transportation;
- does not accept the medical examination of the medical expert determined by the Insurer or the Insurer's representative upon Insurer's request;
- is not prepared, despite his signature on the insurance policy, to release his physician from his duty of confidentiality aimed at necessary identifying rights from the insurance policy.

Article 10

The Insurance policy is not valid:

- for travels not beginning in the Republic of Croatia, with the exclusion of foreign citizens from Article 5 of these Special Conditions,
- in the event the insurance continues by the insurance policy on the next day of the previously concluded insurance policy,
- in the event it is concluded and issued after the beginning of the travel,
- for a person mentioned in the Policy or in the Annex to the Policy not able to be insured according to Article (2) and Article (5) of these Special Conditions.

VI REPORTING THE INSURED EVENT

Article 11

- (1) The insured must give the insurer i.e. the assistance of the insurer all information about the occurrence of the insured event during travel or stay abroad and all data required for regular settling of the claim and must attempt to limit costs. The report is settled - on the basis of properly completed insurer's reporting form - exclusively in the Republic of Croatia.
- (2) The insured has to follow instructions given by the insurer i.e. his representative.
- (3) In the event the insured and the insurer do not agree about the liability of the insurer and the amount of indemnity, the defining of disputable facts is entrusted to expertise. Each of the parties appoints one expert. In the event of disagreement, appointed experts decide upon the third expert. The third expert gives his opinion only upon the disputable facts between the other two experts and limited to their reports and opinions. Each party bears its own costs and pays one-half of the costs of the third expert.

Article 12

- (1) The insured is obliged:
 1. to complete the Insurer's reporting form and enclose original copies of medical reports, copy of his health chart and all other necessary reports concerning medical treatment period defined by the insurer including the proof of actual beginning of travel;
 2. in the event of need, according to special laws on medicine i.e. patient's rights' protection, to give authorization to the insurer which will enable it to review all medical reports recorded in adequate medical institutions the insured had been treated up to that moment and provide to the insurer all additional explanations as well as to make available appropriate proofs in order to fully define the circumstances in connection with the occurrence of the insured event;
 3. to respond to physician's examination call or to health committee created by the insurer;
 4. to enclose all original invoices in connection with medical treatment in health institution containing the name of the insured, type and code of illness, information about and time of the
 5. provided medical treatments, precisely, in the event of:
 - costs of medications' purchase - prescription issued by physician and invoice confirmed by a pharmacy,
 - dentist's treatment - invoice describing the treated dent and the treatment made,

- transportation of mortal remains - death certificate and coroner's death report defining the cause of death,
 - costs of rescuing - invoice of rescue service and postal money order confirming the payment made to the insurer of costs payable by the insured,
 - transportation costs - invoice of ambulance and postal money order confirming the payment made to the insurer of costs payable by the insured.
- (2) During the insurance period the insured can authorize the person according to his choice for acting on his behalf in regard of item (1) point (1) of this Article.
 - (3) The insurer has the right to check the authenticity of the received medical documents from item (1) of this Article. The insurer can request the translation of the received medical documents and the costs of translation are to be paid by the beneficiary of insurance. In the event the insurer bears the costs of translation the amount of indemnity is reduced for that amount.
 - (4) The insured is obliged to send invoices received to his home address to his insurer without delay i.e. within 3 days from the day of the receipt of the invoice at the latest. Otherwise, the insurer does not indemnify the costs of the warning i.e. default interests that are, consequently, to be paid by the insured to the invoice issuer.
 - (5) The insured is obliged to report the occurrence of the insured event within 30 days at the latest from the day of termination of medical treatment or transportation to the place of residence. In the event of death abroad the beneficiary of insurance is obliged to report the occurrence of the insured event after transportation of mortal remains within 30 days at the latest.
 - (6) The insured i.e. the beneficiary of the insurance is obliged to send all requested information significant for defining the occurrence of the insured event (proof of crossing the border, proof of arrival to the place and location of travel, proof of the paid tourist arrangement, travel warrant, permanent/temporal contract, proof of the schooling abroad etc.) to the insurer.

VII CLAUSES

Article 13

- (1) Daily allowance for unused ski-pass insurance clause
 1. In the event the insured suffers an accident during skiing that caused hospitalization that lasted longer than three (3) days due to medical treatment of the consequences of the accident, the insurer indemnifies costs of the unused ski-pass to the insured up to 20EUR per each unused day, up to eight (8) days in total.
 2. At the moment of reporting the occurrence of the insured event the insured is obliged, besides the documents mentioned in Art.12 of these Special Conditions, to attach the original of the paid ski-pass as well as the hospital certificate about the medical treatment provided with the beginning and duration of the medical treatment clearly noted, i.e. the total number of days spent in hospital in order to identify insurer's liability and calculate the unused ski-pass.
 3. This clause is applied exclusively in the event additional premium for skiing is paid.
- (2) Accident insurance clause
 1. In the event the insured has agreed no cover regarding accident insurance with Croatia osiguranje but has agreed the travel insurance policy up to eight days without additional premium for sport and recreational activities, on the basis of these Special Conditions the following risks are insured:
 - death caused by an accident up to HRK 20,000.00
 - permanent disability up to HRK 40,000.00
 2. In the event from point 1) of this Clause, General Accident Insurance Conditions together with the Disability Table Basic are applied.
 3. The insurer is not obliged to provide insurance cover for accident occurred during practicing any type of sport.
- (4) Validity of clauses
The provisions on Clauses apply to Croatian citizens and foreign citizens with regulated stay in the Republic of Croatia.

VIII FINAL PROVISIONS

Article 14

In the event of an accident caused by a third party the Insurer has the right to provide for reimbursement of benefits paid to the insured. In the event the insured receives indemnity or compensation for incurred costs from the third person liable for the accident or as a result of other legal provisions, the insurer is authorized to reduce the payment due to the insurance policy for the said amount, i.e. to reimburse the already paid amount. At all events, the insured is obliged to inform the insurer in the event he gets health service through European Health Insurance Card. The insurance claim is non-pledgeable and non-transferable to other persons.

Article 15

In the event of any disputes arising out of this voluntary health insurance during travel and stay abroad the court of jurisdiction is in the Republic of Croatia with the seat in Zagreb including application of Croatian law.

Article 16

These Special Conditions take effect on July 15, 2013.