

# General Conditions of Travel Insurance

The terms herein shall mean:

- ♦ **Policyholder**  
Person who concludes the insurance contract and pays premium;
- ♦ **Insured**  
Person whose property and/or property interest is insured. The Policyholder and the Insured are the same person, except in case of insurance on other's behalf;
- ♦ **Sum Insured**  
The amount that is borne by the Insured in each insurance case;
- ♦ **Deductible**  
The amount that is borne by the Insured in each insurance case;
- ♦ **Insurance Benefit / Indemnity**  
The amount paid by the Insurer according to the insurance contract;
- ♦ **Insurance case**  
Event that has arisen due to realization of insured peril;
- ♦ **Disability**  
Complete or partial permanent loss of general ability to work.

## Article 1 - INSURED PERILS

- (1) Travel insurance can be concluded in the scope of package A, package B or package C in the form of individual or family insurance.
- (2) **Package A:** In the scope of these conditions package A covers perils as follows:
  - 1) Health insurance on travels abroad with assistance;
  - 2) Insurance of a hospital confinement abroad;
  - 3) Liability insurance;
  - 4) Debit and credit card abuse insurance;
  - 5) Insurance of expenses related to obtaining new documents.
- (3) **Package B:** In the scope of these conditions package B covers perils as follows:
  - 1) Health insurance on travels abroad with assistance;
  - 2) Insurance of a hospital confinement abroad;
  - 3) Liability insurance;
  - 4) Insurance of luggage and personal effects;
  - 5) Debit and credit card abuse insurance;
  - 6) Insurance of expenses related to obtaining new documents.
- (4) **Package C:** In the scope of these conditions package C covers perils as follows:
  - 1) Health insurance on travels abroad with assistance;
  - 2) Insurance of a hospital confinement abroad;
  - 3) Insurance in case of accidental death;
  - 4) Insurance of costs reimbursement for legal aid abroad;
  - 5) Liability insurance;
  - 6) Insurance of luggage and personal effects;
  - 7) Insurance of an interruption of travel or a later return from it;
  - 8) Debit and credit card abuse insurance;
  - 9) Insurance of expenses related to obtaining new documents.

## Article 2 - HEALTH INSURANCE ON TRAVELS ABROAD WITH ASSISTANCE

- (1) Insurance covers expenses of emergency medical care and transportation costs incurred to the Insured due to emergency medical care during travel or staying abroad.
- (2) As **necessary medical care expenses** in the sense of these conditions apply exclusively expenses as follows:
  - a) Medical care;
  - b) Medicine and bandages if prescribed by a physician;
  - c) Supplies requisite for treatment (e.g. plaster cast, splints, bandages and crutches) if prescribed by a physician;
  - d) Medically prescribed therapies, radiations and other physical therapies;
  - e) X-ray diagnostics;
  - f) Outpatient treatment having adequate diagnostic and therapeutic capacities at its disposal that works by methods that are scientifically acknowledged in the country of temporary stay and have been

- g) Transportation to the hospital;
  - h) Operations (including the dependent costs of an operation);
  - i) Urgent dental operations necessary for elimination of acute pain due to illness or injury to teeth, including a tooth extraction and simple false teeth repairs but not the making of substitute teeth or dental crowns.
- (3) As **transportation costs** in the sense of these conditions apply exclusively:
    - a) Increased expenses for transportation of the Insured into a native country ordered by a physician if in the visited area or near surroundings it is not possible to administer adequate medical care which can deteriorate patient's condition. In addition, also additional increased costs of a companion are reimbursed if medical escort is requisite or mandatory by law;
    - b) In case of death - necessary increased expenses of transportation into a hometown or emergency increased expenses resulting from a burial abroad however not exceeding the amount agreed in the insurance policy.Increased expenses in the sense of the above provisions are:
    - Those that have in case of patient transportation into a native country incurred additionally due to the occurrence of an insurance case upon return back home;
    - Those that in case of death exceed expenses that would have incurred at death of the Insured in a native country.
  - (4) The Insurer does not cover medical care expenses and transportation expenses due to:
    - a) Chronic diseases and consequences thereof which have occurred and have been known at the start of insurance even if not treated as well as illnesses treated in the last 3 months before the start of insurance, including their consequences unless the matter requires unforeseen medical aid to eliminate acute life endangerment or for measures used exclusively for the purpose of eliminating acute pain. The same exclusions apply to the consequences of an accident.
    - b) Diseases and accidents that the Insured suffers as a consequence of war events and active participation in riots;
    - c) Diseases and accidents that the Insured suffers in criminal acts or causes them deliberately, or if they are the result of being under the influence of alcohol or drugs;
    - d) Removal of flaws or physical anomalies, preventive vaccinations, disinfections, medical diagnoses and tests;
    - e) Recovery related expenses incurred during the stay in baths, spas, sanatoriums, convalescent homes, health institutes or similar institutions;
    - f) Expenses of psychoanalytical or psychotherapeutic treatment;
    - g) Expenses related to pregnancy, giving birth and its consequences with the exception of acute, abnormal course of pregnancy and its consequences when the Insurer covers medical practice expenses for direct elimination of life endangerment of a mother or child if at the occurrence of acute complications the pregnant woman has not reached the age of 36 yet and if the thirtieth week of pregnancy is not yet completed;
    - h) Medical aid with problems typical of pregnancy and its consequences including a change in chronic problems, which are a consequence of pregnancy;
    - i) Pregnancy monitoring or expenses for termination of pregnancy;
    - j) Care that is provided for by a partner of the Insured, his or her children or parents except proven material expenses;
    - k) Rehabilitation and prostheses;
    - l) Care which is not stated in the second and third paragraph of this article.
  - (5) Insurance case starts with the beginning of treatment and ends when according to the physician treating the Insured it is no longer necessary. If the treatment refers to an illness or the consequence of an accident and there is no causal link between the previous ones,

the Insurer regards this as a new insurance case. Insurance cover for each individual insurance case or each travel terminates with expiration of validity of the insurance policy or with the return into the native country or with the transportation of the Insured into the native county upon order of a physician.

The end of staying abroad is determined by crossing the country border of the Republic of Slovenia. If treatment continues without cessation also after the expiry of the insurance policy, the Insurer provides insurance cover also for the expenses of this treatment; however not exceeding 4 weeks and on condition that it was not possible to bring the ill Insured home or if the return is delayed due to reasons the Insured had no influence upon.

- (6) A claim from the insurance has to be filed within three months after the end of a treatment or transportation to the native country or death. The Insurer has to be submitted original invoices regarding the incurred expenses or certified copies of invoices, issued by the institution that has the originals in its possession. The invoices have to state the name of the Insured, description of an illness, a list of individual medical services containing information regarding the treatment; from an invoice for medications the prescribed medicine together with the price and the stamp of the pharmacy have to be clearly evident. As for dental care invoices must contain a description of the treated teeth and work done.
- A claim for reimbursement of transportation costs or funeral expenses has to be substantiated by invoices as well as an official death certificate and medical certificate of cause of death, whereas a claim for reimbursement of expenses of transporting the Insured into the native country has to be substantiated by submitting the invoices and the medical certificate containing the description of an illness. The medical certificate must in addition to this prove medical necessity of the return transportation. Upon request of the Insurer also other information has to be submitted which is necessary for establishing the insurance case or for finding out the scope of the insurance cover. The Insurer can demand presentation of the documentation that is translated into Slovenian or English.
- (7) The Insurer pays the insurance benefit to the Insured, who was involved in an insurance case; if however the Insured died due to the consequences of an insurance case, the Insurer pays the insurance benefit to his or her heirs. The Insured authorizes the Insurer to gather all information it may need from third parties (physicians, dentists, health workers, health institutions of all kinds, health insurance institutes, and health or care departments).
- (8) The Insurer covers the damage from the emergency medical care for each insurance case up to the amount of EUR 15,000 with packages A and B, and EUR 30,000 with package C, and transportation costs up to the amount of EUR 3,500 with packages A and B, and EUR 7,000 with package C.

### **Article 3 - HOSPITAL CONFINEMENT INDEMNITY INSURANCE**

- (1) Hospital confinement insurance abroad covers compensation to a relative or other person for expenses of confinement to a hospital abroad or a visit of the Insured in case of confinement and treatment of the Insured in a hospital abroad due to emergency medical care during travel or staying abroad.
- (2) The Insurer does not cover compensation for hospital confinement abroad due to cases stated in Article 2, paragraph (4) of these conditions.
- (3) The Insurer pays the Insured, or in case of his or her death their heirs, compensation for hospital confinement abroad in the amount of EUR 50 per day, however not exceeding EUR 1,000 with packages A and B, and EUR 100 per day, however not exceeding EUR 2,000 with package C.
- (4) A claim from the insurance has to be filed within three months after the end of a treatment or return of a relative or another person to the native country. The Insurer has to be submitted original invoices regarding the costs of accommodation and/or transportation of a relative or another person abroad and proof of treatment of the Insured in a hospital abroad in accordance with the first and second paragraph of this article.

### **Article 4 - ACCIDENTAL DEATH INSURANCE**

- (1) With accidental death insurance it is possible to get insured for death of the Insured due to an accident.
- (2) An accident in these conditions shall mean a sudden, unforeseen and on the Insured's will independent event working from the outside and swiftly onto the Insured's body causing his or her death, permanent disability or transitory work incapability unless the

following consequences set in: consequences of an earthquake, war operations, active participation in armed actions, performing particularly dangerous tasks (e.g. dismantling of mines, grenades and other explosive devices, chasing in a hunt, stuntwork and performing in particularly dangerous film roles, participating in professional and top sports activities, professional diving), effect of alcohol, drugs and psychoactive substances, disturbed consciousness, epileptic seizures, stroke, cardiac infarction, or preparation, attempt or conducting a criminal offence or participation of the Insured in physically violent acts.

- (3) In case of accidental death of the Insured during the insured period, the Insurer is obliged to pay the appointed beneficiary the sum insured for accidental death in the amount of EUR 10,000.

### **Article 5 - INSURANCE OF COST REIMBURSEMENT FOR LEGAL AID ABROAD**

The Insurer reimburses the costs necessary for defence of the Insured (or in a family insurance of other persons insured as well) in judicial proceedings against him or her in the amount of EUR 3,500.

### **Article 6 - LIABILITY INSURANCE**

- (1) The Insurer covers damage due to civil indemnity claims, which third persons are claiming against the Insured due to a sudden and surprising event (accident), for which the Insured is liable and which results in:
- 1) Bodily injury, illness or death of a person (injury of persons);
  - 2) Destruction, damage or disappearance of things (damage to items);
- (2) The Insurer does not cover indemnity claims for damages as follows:
- 1) Damage inflicted upon a spouse of the Insured and persons that the Insured was supporting at the time of the loss event;
  - 2) Damage inflicted upon persons who travel together with the Insured (relatives, friends, acquaintances);
  - 3) Damage on items which the Insured is entrusted with;
  - 4) Damage caused by land motor vehicles (with the exception of an unattached caravan or a cargo trailer), aircrafts and watercrafts (with the exception of a surfboard and a rubber boat up to 3m in length);
  - 5) Damage that originates from being in possession of a real estate abroad;
  - 6) Damage caused by pollution of standing or running waters;
  - 7) Damage caused by performing occupational activity of the Insured.
- (3) If joint and several indemnity liability of the Insured is given, the Insurer under the terms of this article covers only a part of liability that falls on the Insured after sharing the whole liability among all jointly and severally liable persons.
- (4) The Insurer covers damage from liability of the Insured for each insurance case up to the amount of EUR 25,000 with packages A and B, and EUR 50,000 with package C.

### **Article 7 - INSURANCE OF LUGGAGE AND PERSONAL EFFECTS**

- (1) In the scope defined by these conditions, insurance covers damage due to damage or destruction of the insured items resulting from a sudden and on the Insured's will independent event. In case of theft, burglary theft or robbery insurance covers also damage due to disappearance of the insured items.
- (2) Insurance does not cover damage:
- 1) Due to operation of the insured items;
  - 2) Due to violation of statutory and technical provisions, and rules of technical utilization of insured items and protective measures;
  - 3) Which occurs within the warranty period and which the manufacturer or retailer are obliged to reimburse;
  - 4) Due to defects or faults that existed already at the moment of conclusion of insurance and were or should have been known to the Insured;
  - 5) For items that are the property of an employer or are intended for the pursuit of profession.
- (3) Items are insured against risk of burglary theft only if they are kept in enclosed and locked spaces.
- (4) The subject-matters of insurance are luggage and personal effects that are the property of the Insured or in his or her possession.
- (5) As luggage and personal effects are not regarded as follows:
- 1) Motor vehicles (also mopeds) and attached vehicles;
  - 2) Watercrafts (with the exception of surfboards and rubber boats up to 3 m in length);

- 3) Watercraft engines;
- 4) Animals.
- (6) The Insurer covers the actual damage, however not exceeding EUR 400 with package B and EUR 1,000 with package C, except for as follows:
  - 1) Money, securities, precious stones, precious metals and items made of precious stones and metals, and real pearls up to the amount of EUR 75, whereas if these are kept in a special locked space (strongbox or petty cash), up to the amount of EUR 250;
  - 2) Works of art and collector's items (numismatic, stamp collections, etc.) up to the amount of EUR 75;
  - 3) Luggage and personal effects against risk of theft up to the amount of EUR 250 with package B and EUR 500 with package C.

#### **Article 8 - INSURANCE OF TRIP INTERRUPTION OR A LATER RETURN FROM IT**

- (1) Insurance covers damage inflicted upon the Insured due to untimely return from a trip due to the fact that the travel or hotel organization, in accordance with the mutual agreement, does not reimburse the expenses for unutilized part of the travel.
- (2) The loss is covered only in cases when the Insured died during travel, sustained an injury or fell ill due to medically established acute illness, or his or her spouse or other relative up to the second degree has died.
- (3) When the Insured's return transportation from the trip had already been organized and paid for, the insurance covers also transportations costs of transportation with a means of the same type.
- (4) Insurance covers costs of extended stay if the Insured is forced to stay outside the place of residence after the end of a trip due to injury or medically diagnosed acute illness. The Insurer is obliged to reimburse expenses of stay but only for accommodation up to the category which the Insured used during the trip. It reimburses expenses of emergency treatment but not for more than 5 days. If the Insured's return transportation had already been organized and paid for, insurance covers also return costs with a means of transport of the same type.
- (5) If the Insured sustains an injury or falls ill, insurance covers also costs of stay of one person in an accommodation of the same category as the Insured had during a trip and for the same period as the Insured. If the Insured dies, insurance covers costs of stay of one person until the Insured is taken to a place of burial.
- (6) Insurance covers also travel expenses for the person mentioned in the previous paragraph for a trip from the place of residence to the place where the injured, ill or deceased Insured is situated for the cheapest means of transport. Return expenses are covered only if the Insured has a right to have travel expenses covered and they are covered in the same scope as that of the Insured.
- (7) The Insurer covers the actual costs; however not exceeding the total amount of EUR 2,500.

#### **Article 9 - DEBIT IN CREDIT CARD ABUSE INSURANCE**

- (1) Insurance covers loss due to abuse of a lost or misappropriated debit or credit card by third parties if this is not covered by other insurance and/or by the time when cover for abuse is taken over by the authority that issued a debit or credit card.
- (2) As abuse of a debit or credit card is regarded as follows:
  - Payment of goods or services by third parties;
  - Cash withdrawal at cash points or at banks by third parties;
- (3) Insurance covers loss due to abuse of debit and credit cards by third parties up to the amount of EUR 150.

#### **Article 10 - INSURANCE OF EXPENSES RELATED TO OBTAINING NEW DOCUMENTS**

Insurance covers expenses of having new personal identity documents made that have been misappropriated from the Insured or lost during the trip in the amount of EUR 50 with packages A and B, and EUR 100 with package C.

#### **Article 11 - INSURED PERSONS**

- (1) The Insured is any person on a leisure travel or trip and a business trip.
- (2) In case of concluding a family insurance are insured also the spouse of the Insured and their children, step-children or adoptees to 18 years of age or 24 years of age if they are still receiving their education.

#### **Article 12 - TERRITORIAL VALIDITY OF INSURANCE COVER**

Insurance is valid everywhere in the world with the exception of the territory of the Republic of Slovenia and the country of the Insured's permanent or temporary residence.

#### **Article 13 - PERIOD OF INSURANCE COVER**

- (1) Insurance is concluded for 3, 8, 16, 24 days or for one year.
- (2) Unless otherwise agreed the liability of the Insurer begins at midnight on the day stated in the policy as the beginning of the insurance if the premium has been paid and if the Insured has crossed the border of the Republic of Slovenia with the intention of going on a leisure travel, departing on a holidaymaking or going on a business travel.
- (3) If the Insured postpones the start of a trip or travel, he or she can in consensus with the Insurer change the start of insurance in the insurance contract before the start of insurance cover.
- (4) Insurance terminates when the Insured returns from the trip or travel and crosses the national border of the Republic of Slovenia; however at the latest at midnight on the day stated in the policy as the insurance expiration date. If reasons for an extended stay according to these conditions occur, validity of the whole insurance is prolonged for another 5 days at the most.
- (5) In case of annual insurance, insurance does not cover leisure travel, holidaymaking and/or business trips that last longer than 60 days unless otherwise agreed.
- (6) Insurance does not cover travel to sports competitions, organized trainings, as well as sports competitions, organized trainings that are organized by sports associations, organizations or clubs unless this is specially agreed and an additional premium has been paid.

#### **Article 14 - INSURABLE VALUE**

Insurable value is the purchase value of a new item reduced for the value due to wear and tear, old age or economic obsolescence.

#### **Article 15 - DAMAGE CALCULATION**

- (1) Damage covered by insurance is calculated in case of:
  - 1) Destruction of the insured item - according to insurable value of items at the time of establishing the insurance benefit, reduced for the salvage value;
  - 2) Damages of the insured item - according to repair and material costs at the time of establishing the insurance benefit, reduced for the salvage value.
- (2) The item is destroyed and damage is therefore calculated according to item 1 of the previous paragraph if repair costs reach the insurable value of the item on the day of establishing the insurance benefit, reduced for the salvage value.
- (3) Salvage of the destroyed or damaged items is left to the Insured and is calculated using the market price on the day of establishing the insurance benefit and taking into consideration the state of the items in which they were immediately after the insurance case.
- (4) Damage in claims originating from liability of the Insured is calculated according to criteria which apply in the law of damages.

#### **Article 16 - INSURANCE BENEFIT**

- (1) In every insurance case the Insurer is obliged to pay the calculated damage in total; however not exceeding the amount of the sums insured defined in these conditions. In accident insurance the Insurer has to pay the sum insured for death or the sum insured for disability or its part, dependent on the level of disability of the Insured. When the Insurer guarantees for claims of several insured with one insurance benefit, which is not sufficient for their cover, pays the Insurer a proportional share of the insurance benefit to all insured so that the total amount of the paid amounts does not exceed the sum insured. The same principle is applied in liability insurance, when the claims of several insured exceed the sum insured.
- (2) Insurance covers only material damage incurred on insured items due to insured perils, whereas indirect damage or loss due to the insurance case is covered only with claims arising from the liability of the Insured.
- (3) The Insured's share in each loss event arising from liability insurance, luggage and personal effect insurance, break of travel insurance or a late return from it, and debit and credit cards abuse insurance is 10% of the stated components of the insurance benefit; however not less than EUR 40 (the deductible).

### Article 17 - HAZARDOUS CIRCUMSTANCES

- (1) At the conclusion of the insurance contract the Policyholder must declare to the Insurer all circumstances that are important for danger assessment (risk weight) and of which he or she knew and/or should have known. As circumstances which are important for the assessment of danger are regarded particularly circumstances, which are familiar to the policyholder and on the basis of which a premium is determined and calculated, and those that are stated in the insurance contract. These circumstances can be determined by the Policyholder and the Insurer together.
- (2) The policyholder must enable the Insurer an overview and revision of risk as well as appointment of the highest likely damage.

### Article 18 - CONCLUSION OF THE INSURANCE CONTRACT

- (1) Insurance contract is concluded on the basis of a written or oral offer.
- (2) After the receipt of the offer the Insurer can demand supplementations or clarifications. The contract is regarded as received when the Insurer receives also the required supplementations or clarifications.
- (3) Provisions regarding the conclusion of an insurance contract apply also when the existing insurance contract is changed, except in case of alterations to insurance conditions or premium rate.

### Article 19 - PREMIUM PAYMENT

- (1) The Policyholder must pay the first or the complete premium upon receipt of the insurance document and the subsequent premiums on the first day of each policy year. The payment of premium on the basis of an invoice or other document where the payment period is usually determined is considered as an agreement that the premium has to be paid when the insurance contract is concluded. If it is agreed that the premium is paid in instalments, all premium instalments of the current policy year are due upon the occurrence of an insurance case.
- (2) If it is agreed that the premium is paid in instalments or subsequently, the regular interest of the premium sum, the deferred payment of which is agreed upon, may be charged. If a premium instalment is not paid until due date, default interest may be charged.
- (3) If the premium is paid by mail, the day when the premium sum was regularly delivered to the post office is considered as the day of payment. If the premium is paid by transfer order, the day when the order arrives to the bank of the Insurer is considered as the day of payment.
- (4) If a lower premium was determined in the insurance contract with regard to the agreed period of insurance and the insurance cover terminated for any reason before the end of this period, the Insurer has the right to claim the additional sum which would have been charged if the contract had been concluded only for that period.
- (5) In case of the termination of validity of the insurance contract due to the unpaid due premium, the Policyholder must pay the premium for the unpaid period until the day of termination of the validity of the contract, or the complete premium for the current policy year if an insurance case occurred until the day of the termination of the validity of the contract, for which the Insurer must pay the insurance benefit.

### Article 20 - CONSEQUENCES IF PREMIUM IS NOT PAID

- (1) The liability of the Insurer to pay the insurance benefit terminates in case the Policyholder does not pay the insurance premium until due date after the conclusion of the contract and nobody else who has interest does it neither, in thirty days from the day when the Policyholder was served the registered letter of the Insurer with the notice on the maturity of the premium, but this term cannot expire earlier than thirty days after the due date of the premium.
- (2) After the expiration of the term stated in the first paragraph hereof and if the Policyholder delays payment of the premium which must be paid after the conclusion of the contract, or the second or any subsequent premium, the Insurer can rescind the insurance contract without notice; the rescission of the insurance contract begins when the term in the first paragraph hereof expires and when the insurance cover terminates if the Policyholder was warned by a registered letter with the notice on the maturity of the premium and on the termination of the insurance cover.
- (3) If the Policyholder pays the premium after the expiration of the term stated in the first paragraph hereof, not later than one year after the due date of the premium, the Insurer is liable to pay the insurance

benefit if an insurance case occurs after midnight of the day when the premium and the default interest were paid. If the Policyholder does not pay the premium within this period, the insurance contract terminates at the end of the insurance year.

### Article 21 - OBLIGATIONS OF THE INSURED AFTER AN INSURANCE CASE

- (1) The Insured must notify the Insurer of an insurance case without delay but at the latest within three days after the return from travel or when his or her medical condition enables it.
- (2) The Insured must immediately notify the police of a loss event resulting from traffic accident, fire, explosion, theft, burglary, robbery and/or also an attempt to do so, and specify which items have disappeared or were destroyed, damaged.
- (3) In a liability claim the Insured must dispose of the claim and hand it over to the Insurer, notify it of any legal actions or national body measures and of a filed lawsuit and leave the procedure to it. The Insured cannot acknowledge liability for damages and settle with the damaged party without prior express authorization of the Insurer.
- (4) If the Insured violates the above stated obligations, the Insurer is not obliged to reimburse that part of damage which has arisen due to this violation.

### Article 22 - EXPERT AND APPELLATE PROCEDURES

- (1) Each contracting party can request that certain disputed facts be determined by experts.
- (2) Each party can appoint one expert among the persons that are not in a working relationship with the parties. Before they start working the appointed experts appoint the third expert, who expresses his or her opinion only when the findings of the first two experts differ and only within the limits of their findings.
- (3) Each party bears the costs of the expert he/she appointed; for the third expert each party bears one half of costs.
- (4) The findings of experts are obligatory for both parties.
- (5) A written complaint to the complaint commission of the Insurer is allowed against the settlement offer of the Insurer or the refusal of a claim. The complaint is submitted to the organisation unit of the Insurer which handled the claim.
- (6) The Insurer handles also the complaints in which the violation of business ethics is alleged. The complaint is submitted to the organisation unit of the Insurer which is alleged to have violated it.

### Article 23 - TRACING OF STOLEN ITEMS

- (1) In case of theft or other forms of unlawful seizure of items insured, the Insurer is obliged to reimburse the damage not earlier than after 30 days have passed from the day when the disappearance was reported to the police.
- (2) If the Insured finds out where the stolen items are, he or she must immediately do all that is necessary to identify these items and to get them back as soon as possible and to immediately notify the Insurer as well.
- (3) If the Insured has already been given the insurance benefit before finding out where the stolen items are, he or she can claim them back if they are found. In so doing he or she must return the insurance benefit to the Insurer that was given for items that were found undamaged. If the found items are damaged, the Insured can claim them back at the mutually agreed value and return to the Insurer the corresponding part of the insurance benefit.

### Article 24 - EXCLUSIONS FROM THE INSURANCE AND LOSS OF INSURANCE RIGHTS

- (1) The following loss events are excluded from the insurance:
  - 1) If the Insured causes them deliberately;
  - 2) If they are directly connected to rebellions, internal disturbances, wars or an earthquake;
  - 3) Which are a consequence of a nuclear reaction, radiation or contamination;
  - 4) Which occurred in active participation at races or other sports competitions as well as at trainings.
- (2) The Insured loses insurance cover if he or she causes an insurance case as the driver without a suitable driving licence, under the influence of alcohol, drug or other narcotics. The Insured is regarded to be under the influence of alcohol if he/she as the driver of a motor vehicle has more than 0.50 grams of alcohol per blood kilogram, or more than 0.24 milligrams of alcohol

in a litre of exhaled air, and if with other insured perils he or she has more than 1 gram of alcohol per blood kilogram, or more than 0.48 milligrams of alcohol in a litre of exhaled air.

- (3) From travel insurance also those loss events are excluded which are stated as such in individual insured perils.

#### **Article 25 - TERMINATION OF INSURANCE**

The Insured can terminate the insurance at a business unit of the Insurer or by sending a registered letter; however not later than the moment when the Insurer would begin with the cover. In this case the Insurer is obliged to return the insurance premium in the amount of 80% of the paid insurance premium upon the Insured's request.

#### **Article 26 - CHANGES OF INSURANCE CONDITIONS AND PREMIUM RATES**

- (1) If the Insurer changes the insurance conditions and premium rates, it is obliged to notify the Policyholder at least 60 days prior to the end of the current insurance year.
- (2) The Policyholder has the right to cancel the insurance contract within 60 days after the receipt of the notification. The contract terminates at the end of the current insurance year.
- (3) If the Policyholder does not cancel the insurance contract, the contract is changed according to the new insurance conditions and premium rates at the beginning of the following insurance year.

#### **Article 27 - CHANGE OF ADDRESS**

- (1) The Policyholder is obliged to notify the Insurer about the change of his or her home address or seat, of his or her name or company name, within 15 days after the change.

- (2) If the Policyholder has changed his or her name, home address or his or her company or head office without notifying the Insurer, it is sufficient that the Insurer sends its notification to the Policyholder to his last known address or head office, and uses his last known name or company name.

#### **Article 28 - MANNER OF COMMUNICATION**

- (1) Agreements about the contents of the insurance contract apply only if written.
- (2) All notifications and statements that have to be submitted according to the provisions of the insurance contract must be written.
- (3) It is considered that a notification or statement is presented in time if sent by registered letter before the end of term.
- (4) The statement that has to be given to another applies only after it has been received.

#### **Article 29 - APPLICATION OF LAW**

The relations between the Policyholder or the Insured on the one hand and the Insurer on the other hand are determined by the Code of Obligations.

#### **Article 30 - JURISDICTION IN CASE OF DISPUTE**

Disputes between the Policyholder or the Insured on the one hand and the Insurer on the other hand shall be resolved either by the competent court according to the locality in which the insurance contract was concluded or if specifically agreed by the Arbitration Court of Triglav Insurance Company Ltd. or if specifically agreed by the Mediation Centre of the Slovenian Insurance Association.