

# General Conditions of Travel Cancellation Insurance

## The terms herein shall mean:

- ♦ **Policyholder**  
Person who concludes the insurance contract;
- ♦ **Insured**  
Person whose property and/or property interest is insured. The Policyholder and the Insured is the same person, except in case of insurance on other's behalf;
- ♦ **Policy**  
A document on the insurance contract;
- ♦ **Premium**  
The amount paid by the Policyholder to the Insurer;
- ♦ **Insurance Benefit**  
The amount paid by the Insurer according to the insurance contract;

## Article 1 - SUBJECT - MATTER OF INSURANCE

- (1) The subject-matter of insurance according to these conditions is the risk, incurred to the user of tourist service (hereinafter: the Insured) due to cancellation of travel on their part, while owing to the travel organization all costs incurred connected to this.
- (2) Regardless of the provision of the previous paragraph, according to these conditions the risk of travel cancellation is insured only in case the Insured has concluded a contract on tourist travel with a travel organization.

## Article 2 - INSURABLE VALUE

Insurable value is the agreed amount, which the Insured is obliged to pay to the travel organization upon cancellation of or failure to appear on travel for expenses incurred due to the cancellation of travel.

## Article 3 - WARRANTY COVER

- (1) Travel cancellation insurance has to be concluded upon conclusion of tourist travel contract.
- (2) The Insurer does not guarantee cover according to these conditions if a claim for damages is not documented in accordance with the provisions of Article 5 of these conditions.

## Article 4 - INSURANCE CASE

- (1) Insurance case occurs if the Insured cancels travel and/or does not go on travel due to one of the following events, which happened after the conclusion of insurance:
  - a) Accident, death or unexpected deterioration of health conditions to an extent preventing the Insured from travelling,
  - b) Accident, death or unexpected deterioration of health conditions of next of kin (spouse, parents, children, grandparents, grandchildren, brothers, sisters) to an extent preventing the Insured from travelling,
  - c) Army reserve training call-up, mobilization of civil defence or classes and training of civil defence, and appeal from judicial and regulatory authorities, where personal attendance is mandatory.
  - d) Elementary accidents, which render travel for the Insured impossible.
- (2) The Insurer covers the costs of cancellation, which the Insured would be obliged to pay to the travel organization upon cancellation or failure to appear, as stated in the contract on tourist travel and which depend on the value of travel arrangement and on the time of submitting passenger's cancellation.
- (3) The Insurer covers costs of travel cancellation also to family members, who would have to go on travel on their own due to fact that other family members (spouse and children, step-children or adoptees up to 18 or 24 years of age if they are still receiving their academic

education), stated in the same insurance policy with whom they booked the travel, have cancelled travel or were unable to go on travel due to one of the above stated reasons. Justification of such a cancellation has to be evident from the documentation of damage (joint booking and joint policy, claims for damages of family members).

- (4) The Insurer covers costs of travel cancellation also to the Insured who would have to go on travel on their own due to fact that other passengers - insured stated in the same insurance policy with, whom he or she booked the travel, have cancelled it or were unable to go on travel due to one of the above stated reasons. Justification of such a cancellation has to be evident from the documentation of damage (joint booking and joint policy, claims for damages of passengers).
- (5) The Insured is obliged to notify the travel organization in writing as soon as he or she learns that he or she will be unable to go on travel. If the Insured fails to do so immediately, covers the Insurer only a share, which the Insured would have been obliged to pay upon immediate written notification to the travel organization.
- (6) In the costs which the Insurer covers in case of travel cancellation is included also insurance premium for other insured risks in the scope of travel insurance.
- (7) If upon occurrence of insurance case it is established that the Insured paid the travel organization only a part of the amount, which he or she was obliged to pay to the organization according to the tourist contract, the Insurer reimburses only the amount, which he or she paid to the travel organization.

## Article 5 - DOCUMENTATION OF THE CLAIM FOR DAMAGES

- (1) Person entitled to indemnity (the Insured or his or her legal successor) has to be able to document the loss event with an authentic confirmation from a competent institution, to submit the notice of cancellation of the travel to the travel organization until the date of intended travel at the latest and a receipts of payments made to the travel organization.
- (2) When the reason for travel cancellation is such deterioration of health of the Insured or their next of kin that it prevents the Insured from taking the trip, he or she has to enclose a photocopy of a medical certificate, from which it is evident that the sick leave corresponds with the start date of the intended travel. In any case, the Insured must submit a medical certificate, which must include at least the following information:
  - Date of deterioration of health,
  - Short anamnesis of the illness,
  - Diagnosis,
  - Type of therapy.
- (3) Such proof (certificate) has to be issued until the date of intended travel at the latest.
- (4) When there is a deterioration of health of the next of kin of the Insured, kinship has to be evident from the documentation of damage.
- (5) When insurance is concluded by the travel organization, indemnity claims are then filed by the travel organization. Enclosed to the claim must be a copy of insurance policy, a confirmation that the damage report and the amount of reported damage by the Insured are justified, a contract on tourist travel concluded between the travel organization and the Insured, and a certificate issued by the competent institution in accordance with the provisions from previous paragraphs.

## Article 6 - BEGINNING AND END OF THE INSURANCE / TIME LIMITATIONS OF THE INSURANCE COVER

- (1) The obligation of the Insurer begins at midnight on the day stated in the policy as the beginning of the insurance if the first premium has been paid until this day, or at midnight on the day when the premium has been paid unless otherwise agreed.

- (2) The obligation of the Insurer terminates at midnight on the day stated in the policy as the insurance expiration date. If only the beginning of insurance cover is stated in the policy, insurance cover continues from one year to the next until one of the contracting parties gives notice of termination. The party must give notice of termination at least 3 months before the end of the current insurance year.
- (3) If the insurance is concluded for more than 3 years, each party may rescind the contract after the lapse of this period at a six months' written notice given to the other party.

#### **Article 7 - 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.  
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 difference to that premium, which would have been charged to the Insured if the contract had been concluded only for the period of actual duration.
- (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 8 - CONSEQUENCES IF PREMIUM IS NOT PAID**

- (1) The obligation of the Insurer to pay the indemnity; i.e. 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 before 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 third 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 damages 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 9 - 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 10 - 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.

#### **Article 11 - DEVIATIONS COMPARING TO THE ORIGINAL WORDING**

These conditions are translation of original "Splošni pogoji za zavarovanje odpovedi turističnih potovanj PG-tpt/09-4" wording.  
In case of any deviations the original slovene wording prevails.