

General terms and conditions for taking out a travel cancellation insurance

Valid from 20. 12. 2019

The terms in these terms and conditions mean the following:

the Policyholder	– the natural person who signs an insurance contract;
the Insured Party	– the person whose property and/or property interest is insured. The Policyholder and the Insured party are the same person, except when the insurance is being taken out on behalf of a third party.
the Insurance Premium	– the amount paid by the Policyholder to the Insurance Company (hereinafter referred to as: the Premium);
the Policy	– the Insurance Policy document;
the Payout	– the amount paid out by the Insurance Company in accordance with the Insurance Policy;
the Travel Contract	– a contract concluded for travel services between the Policyholder and the Travel Service Provider, or between the Policyholder as the Travel Service Provider and the Insured Party (insurance taken out on behalf of a third party);
the Travel Service Provider	– the travel agency or the company with which the Insured Party concludes his/her Travel Contract;
the Travel	– the travel service or travel services offered in the framework of the same journey, vacation, or other tourism experience;
Travel Services	– services related to the act of buying, renting or reserving travel arrangements, plane tickets, ship transports, trips, tickets to attend musical, cultural, sports and other events, renting vehicles or renting vessels, or other tourist services.

I. PRELIMINARY PROVISIONS

Article 1 – INSURED RISKS

- (1) The insurance provides coverage in the amount defined under these terms and conditions in case of the Insured Party cancelling and/or not participating in the trip due to one of the following instances arising after the conclusion of the insurance contract, which the Policyholder selects according to the form of coverage, namely:
- 1) **BASIC COVERAGE:**
 - a) accident, death or an unexpected deterioration of the health condition of the Insured Party preventing them to participate in the trip;
 - b) pregnancy;
 - c) accident, death or an unexpected deterioration of the health condition of the family members of the Insured Party who are not travelling with the Insured Party (i.e. are not his/her travelling companions), if such circumstances make it impossible for the Insured Party to participate in the trip. In case of an accident or an unexpected deterioration of the health condition of the family members, coverage is provided if home treatment, non-hospital care or hospital care of the family member in question is required, and if the presence of the Insured Party is necessary.
 - 2) **EXPANDED COVERAGE:**
 - a) accident, death or an unexpected deterioration of the health condition of the Insured Party preventing them to participate in the trip;
 - b) pregnancy;
 - c) accident, death or an unexpected deterioration of the health condition of the family members of the Insured Party who are not travelling with the Insured Party (i.e. are not his/her travelling companions), if such circumstances make it impossible for the Insured Party to participate in the trip. In case of an accident or an unexpected deterioration of the health condition of the family members, coverage is provided if home treatment, non-hospital care or hospital care of the family member in question is required, and if the presence of the Insured Party is necessary.
 - d) financial damage caused to the property of the Insured Party in his/her place of residence, wherein said damage arises as a result of an earthquake, flood, fire, storm, hail, avalanche, explosion, robbery or a B&E and requires unavoidable presence of the Insured Party;
 - e) summons of judicial and administrative authorities where the presence of the Insured Party is unavoidable;
 - f) unexpected loss of employment of the Insured Party of indefinite duration which is subject to the termination of the Employer through no fault of the Insured Party;
 - g) recruitment to a new job position which applies to an Insured Party who was unemployed before concluding the contract and who does not have the right to make use of his/her annual leave as of yet;
 - h) filing of a divorce request with the competent court directly before a common trip of the married couple covered by the insurance policy is to take place, but after they have already paid for the trip and taken out said insurance;
 - i) due to the lack of snow during ski season. Decommissioning of ski runs and facilities is considered as lack of snow. exclusively due to lack of snow in the chosen ski resort where the passenger paid for his/her skiing arrangement, namely during the last three days before the beginning of the trip, or little before said three days, providing that the weather forecast can be used to confirm that, until the departure, there is definitely no more snowfall to be expected. Travel cancellation due to lack of snow can only be exercised for skiing arrangements. The Insurance Company covers the cancellation fee if such an event is not covered by another insurance policy or another warranty;
 - j) if, due to an outbreak of an epidemic and/or pandemic of a certain disease, the Ministry of Foreign Affairs of the Republic of Slovenia advises against travelling;
 - k) due to an organ transplant performed on the Insured Party, if the date has been determined or communicated to the Insured Party after this insurance has been concluded;
 - l) health care treatment of the Insured Party in a health care facility, if the date has been determined or communicated to the Insured Party after this insurance has been concluded;
 - m) an operation of the Insured Party, if its date has been determined or communicated to the Insured Party after this insurance has been concluded.
- (2) The Insurance Company shall cover the cancellation fee of the trip of an Insured Party who cancelled his/her trip or did not participate in it due to one of the events stated in each individual form of coverage detailed in Article 1 of these Terms and Conditions. In the framework of these Terms and Conditions, the Insurance Company shall also cover the cancellation fee for the travelling companions – other Insured Parties who have concluded the Travel Contract with the Insured Party and who are named on the same Policy. The total number of Insured Parties for which the Insurance Company shall cover the cancellation fee of the trip is no more than 10 (ten) people.
- (3) In the event of an accident or an unexpected deterioration of the health condition of a family member of the Insured Party, the "family member" under these Terms and Conditions is considered to be a spouse, a non-marital partner, the children of the Insured Party, the children of the non-marital partner, adopted children, foster children, parents, step-mother and step-father.
- (4) In the event of the death of a family member of the Insured Party, the "family member" under these Terms and Conditions is considered to be a spouse, a non-marital partner, the children of the Insured Party, the children of the non-marital partner, adopted children, foster children, parents, a step-mother, a step-father, grandparents, grandchildren,

brothers, sisters, aunts, uncles, nephews, sons-in-law, daughters-in-law, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, and cousins.

Article 2 – SUBJECT MATTER OF THE INSURANCE

- (1) The subject matter of the insurance are the costs incurred by the user of travel services, i.e. the Insured Party, due to the fact that he/she cancelled his/her trip due to one of the insured risks, but must pay the costs detailed in Article 3 of these Terms and Conditions and incurred to the Travel Service Provider.
- (2) If it is not otherwise specified in these Terms and Conditions, or in the *Supplementary Terms and Conditions for the Conclusion of Distance Contracts*, the cancellation risk is only insured in case that:
 - 1) the Policyholder concluded a Travel Contract with the Travel Service Provider, or
 - 2) the Insured Party concluded a Travel Contract with the Travel Service Provider (the Policyholder) in the event of the insurance being taken out on behalf of a third party.

Article 3 – INDEMNITY

- (1) The insurance company covers the costs of cancellation that the Insured Party would have been obliged to pay to the Travel Service Provider in case of cancellation or abstention, as specified in the Terms and Conditions of the Travel Contract, wherein said costs depend on the value of the trip and on how many days before the trip was to take place it was cancelled.
- (2) If the insured sum is equal or higher than the insurance value, the Insurance Company shall pay the full amount of claims that shall, however, not exceed the insurance value, on the day of the final calculation of the insurance case.
- (3) If, on the day of the final calculation of the insurance case, the insured sum is lower than the insurance value (underinsurance), the Insurance Company shall only pay the amount of claims between the insured sum and the insurance value, wherein said amount shall not exceed the insured sum.

Article 4 – PARTICIPATION IN DAMAGE (FRANCHISE)

- (1) If the Terms and Conditions of the insurance or the Insurance Policy provide for the Insured Party to participate in the damages (franchise), the payout of the Insurance Company (the insurance money) is to be reduced by the agreed-upon franchise sum.
The franchise can be agreed-upon or specified:
 - 1) as a percentage of the insured sum of the insurance
 - 2) as a percentage of the calculated insurance money on the day when the insurance money is calculated, or
 - 3) as a fixed amount.

Article 5 – INSURANCE CASE

- (1) The insurance case covered under these Terms and Conditions arises if the Insured Party, before or on the day of the scheduled departure, cancels the trip in writing and/or does not attend the trip due to events that have been detailed in the framework of each specific type of coverage derived from Article 1 of these Terms and Conditions.
- (2) Said event according to which the insurance is concluded (the insurance case) must be a future, uncertain event, arising independently from the volition of the contracting parties. The insurance contract is void if the insurance event has already taken place, was already in progress or was definitely going to occur at the time that said contract was concluded, or if the possibility of said event occurring has already ceased at the time that it was concluded.

Article 6 – OBLIGATIONS OF THE INSURED PARTY WHEN THE INSURANCE CASE OCCURS

- (1) The Insured Party is obliged to:
 - 1) take all necessary measures in order to prevent unnecessary cost increase;
 - 2) immediately report the occurrence of the insurance case in writing to the Travel Service Provider when it becomes clear that he/she will not be able to attend the trip. If the Insured Party fails to do so immediately, the Insurance Company shall only cover the portion that the Insured Party would have been obliged to pay upon an immediate written notice sent to the Travel Service Provider;

- 3) in case of an insurance being taken out on behalf of a third party, immediately report the occurrence of the insurance case in writing to the Travel Service Provider when it becomes clear that he/she will not be able to attend the trip. If the Insured Party fails to do so immediately, the Insurance Company shall only cover the portion that the Insured Party would have been obliged to pay upon an immediate written notice sent to the Policyholder;
- 4) allow the Insurance Company to conduct all necessary queries and investigations related to the possible misappropriation of the reasons for the insurance case and for determining the insurance amount;
- 5) provide real and credible data required by the Insurance Company;
- 6) relieve the physicians of their secrecy;
- 7) immediately report cases which are the result of a fire, explosion, burglary, and B&E detailed in point d) of Article 1 of these Terms and Conditions to the competent police station.

Article 7 – LIMITATIONS AND EXCLUSIONS OF THE INSURANCE COVER

- (1) The Insurance Company is free of its liabilities if it has been established that the Insured Party has deliberately or fraudulently tried to falsely change the circumstances which affect the existence of the insurance coverage and the amount of damage.
- (2) The Insurance Company does not cover costs which are the result of carelessness of the Travel Service Provider or of the person implementing the trip, the airline or any other company, enterprise or person that became insolvent or is unable to fulfil any part of its obligations.
- (3) In no event shall the Insurance Company cover the damages occurred:
 - 1) in case of loss of employment due to the established disability of the Insured Party;
 - 2) if, during the time that this insurance was being concluded, the employment contract of the Insured Party has already been terminated, or if he/she knew or should have known that his/her employment contract was going to be terminated within 12 months of the conclusion of the insurance in question, or if his/her employer was already subject to compulsory settlement, bankruptcy, or liquidation procedure, or if the Insured Party was aware or should have been aware that the employer will be subject to such a procedure;
 - 3) in case of termination of his/her employment contract due to the termination of his/her work permit;
 - 4) in case of early retirement or retirement of the Insured Party;
 - 5) if the insured risks or events detailed in Article 1 of these Terms and Conditions occur after the beginning of the journey;
 - 6) in connection with the recovery of purchase costs of seasonal ski tickets, subscriptions and the like with the possibility of being used multiple times.
- (4) The insurance shall not cover the damages incurred due to strikes, internal unrests, war events, nuclear energy, violent actions, and statutory orders.
- (5) Notwithstanding any other provision of this Insurance Contract, the damages directly or indirectly related to a terrorist act or any costs incurred as a result of a damage, not even when another cause or action (in addition to the terrorist act) provoked the damage to occur, shall not be covered by this Insurance Contract.
A terrorist act is any act of violence which endangers human life or movable or immovable property or infrastructure using force, violence, the government of any country, or threatening, is performed due to political, religious, ideological or similar reasons and has the purpose of intimidating the public or any part of it, or has such an effect. Both acts which are performed independently and acts which are performed in cooperation with any organisation or authority are considered to be terrorist acts.
The damages and costs arising from the prevention of terrorist acts are also excluded from the coverage.

Article 8 – DOCUMENTING OF COMPENSATION CLAIMS

- (1) The Insured Party shall report an insurance claim to the Insurance Company on the basis of a filled out form for reporting damages. In particular, the Insured Party must submit the following documents along with their claim:
 - 1) documented calculation of expenses incurred due to the cancellation of the trip;
 - 2) the trip purchase contract concluded between the Travel Service Provider and the Insured Party/Parties, as well as the Terms and Conditions of the costs related to the cancellation of said trip;

- 3) a written notice of the Insured Party notifying the Travel Service Provider of the fact that he/she is cancelling the trip, evidencing a termination date;
 - 4) the insurance policy;
 - 5) a certificate of deposits made to the Travel Service Provider for the purpose of the trip;
 - 6) any accident, pregnancy, or unexpected deterioration of his/her health condition preventing the Insured Party to travel must be documented by a medical certificate or proof of hospitalisation of the Insured Party or of the person that the Insured Party is referring to. Exact timeframes of medical restrictions, the diagnosis and, specifically, the indication of the cause of the impossibility to travel must be stated in the aforementioned medical certificate. The Insurance Company reserves itself the right to obtain a professional opinion from its censor doctor related to the inability of participating in the trip;
 - 7) death of the Insured Party and/or the people that the Insured Party is referring to must be documented by a death certificate;
 - 8) when the Insured Party is referring to family members, their family relationship must be apparent from the claim documentation;
 - 9) all documents, powers, or authentic certificates issued by competent institutions and confirming the existence of an insurance event;
 - 10) in case of a request of the judicial and administrative authorities where the personal presence of the Insured Party is mandatory, the insurance claim must be documented by an appropriate certificate from the competent judicial or administrative authority, from which it is apparent that a deferral of the hearing has not been granted;
 - 11) the ticket to the event, with respect to which the reimbursement of cancellation costs is being claimed;
 - 12) the insurance company can request other evidence and statements during the process of dealing with the compensation claim.
- (2) In case that the insurance has been taken out on behalf of a third party, and when the insurance claims in the framework of this insurance are being submitted by the Travel Service Provider (the Policyholder), the latter must enclose to the insurance claim an authorisation by the Insured Party to act on his behalf and for his account in exercising the insurance sum and document it in accordance with the provisions of the previous paragraph.

Article 9 – THE INSURANCE PREMIUM

- (1) The basis for the insurance premium calculation is the value representing the full price of travel.
- (2) The premium is charged in advance for the entire duration of the coverage of the Insurance Company according to the stage determined in the insurance policy.

Article 10 – PAYOUT OF THE INSURANCE

- (1) If there is an insurance coverage and if the amount of damage has been determined, the Insurance Company shall pay the payout to the Insured Party within 14 work days of receiving complete documentation.
- (2) The payout cannot be higher than the sum insured.

Article 11 – SUM INSURED

- (1) The sum insured which is specified in the insurance policy represents the upper limit of liability of the Insurance Company for a particular insurance case, unless otherwise agreed in the Insurance Policy.

II. GENERAL PROVISIONS

Article 12 – CONCLUSION OF THE INSURANCE CONTRACT

- (1) If thus agreed, the Insurance Policy shall be concluded under the provisions of the insurance terms and conditions related to the conclusion of insurance contracts at a distance.
- (2) In other cases, the Insurance Policy is concluded when it is signed by the Insured Party and the Insurance Company.
- (3) The travel cancellation insurance can be concluded at the time of the conclusion of the travel contract or at the latest within 48 hours of the conclusion of the travel contract. When the anticipated departure is less than 3 days away, it is not possible to conclude such insurance policy.
- (4) Concluding an insurance after 48 hours have passed since the conclusion of the Travel Contract is only possible if the departure is more than 15 days

away. In case of such a subsequent conclusion of the insurance, the Insurance Company shall only cover the instances of death and accident for the first 10 days from the conclusion of the insurance. After 10 days, the coverage is once again related to all events included in each particular type of coverage.

- (5) An insurance concluded in contravention of paragraphs (3) and (4) of this Article is not valid.

Article 13 – MEANS OF NOTIFICATION

- (1) Agreements about the content of the insurance contract are only valid if concluded in writing.
- (2) All notifications and statements that must be given according to the provisions of the insurance contract must be in writing.
- (3) A notice or a statement is considered valid if it is sent by registered post before the deadline.
- (4) A statement that has to be provided to a third party is valid only after having been received by that third party.

Article 14 – RISK CIRCUMSTANCES

- (1) In taking out a policy, the Policyholder must disclose to the Insured Party all circumstances that are of importance for the assumption of the risk and are known to him/her or could not have remained unknown to him/her.
- (2) The Insured Party must immediately notify the Insurance Company of any alteration of circumstances during the policy period which could be relevant for the assessment of the risk.
- (3) If necessary, the Insured Party must enable the Insurance Company to inspect and revise the risks assumed.

Article 15 – BEGINNING AND DURATION OF THE INSURANCE COVERAGE

- (1) Unless otherwise agreed in the Insurance Contract, the insurance coverage from the insurance contract begins after the 24th hour of the day which is stated in the policy as the beginning of the insurance, if the premium has been paid up to this day.
- (2) The insurance coverage shall cease at the moment of the beginning of the journey, but no later than at the 24th hour of the day which is stated in the policy as the end of insurance.
The moment when the Insured Party begins using the travel services in relation to which the insurance is concluded is considered to be the beginning of the trip.

Article 16 – PREMIUM PAYMENT

- (1) The premium for the insurance period must be paid by the Policyholder upon the conclusion of the Insurance Contract. If the premium is not paid upon conclusion of the insurance, the Insurance Company's liability of paying the insurance payout stipulated in the contract does not arise. If it is agreed that upon concluding the insurance contract the premium is paid based on an invoice or other document (usually determining the deadline for payment), the insurance company is obliged to pay the contractually determined payout from the day stated on the policy as the insurance start date, under the condition that the premium is paid within the deadline set. If the premium is not paid within the respective period, the insurance company is only obliged to pay the contractually determined payout from the moment the payment of the premium has been performed.
- (2) If the premium is paid by post or at the bank, the date of payment is considered to be the day when the Policyholder or another interested party tasks a post or a bank with the performance of payment.
- (3) If a lower premium (a discount) 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 Insurance Company has the right to claim the additional sum which would have been charged to the Policyholder if the contract had been concluded only for that period.
- (4) A normal mode of premium payment also includes other financial-legal transactions (chain compensations, assignments, cessions and other related legal transactions).
- (5) In the case of the conclusion of the insurance policy from a distance, the provisions of those insurance Terms and Conditions related to the conclusion of insurance contracts at a distance are also used in relation to the payment of the premium.

Article 17 – APPROVAL PROCEDURE

- (1) Each contractual party may request that certain disputed facts are established by experts.
- (2) Each contractual party shall name one of the experts, choosing from persons who are not employed by the parties. The chosen experts shall choose, before beginning proceedings, a third expert, who only gives their opinion when the findings of the first two experts differ, and only within the boundaries of their findings.
- (3) Each party shall bear the costs of the expert it names and each party shall bear half of the costs for the third expert.
- (4) The findings of the experts are binding to both parties.

Article 18 – CHANGE OF ADDRESS

- (1) The Policyholder must notify the Insurance Company of the change of his/her personal name or residence or his/her company or registered office in fifteen days after the day of the change.
- (2) If the Policyholder changed his/her personal name or residence or his/her company or registered office and did not notify the Insurance Company, it is sufficient that the Insurance Company sends the notification of which the Policyholder must be informed to the address of his/her last residence or his/her company or registered office. In case that it was not possible to notify the Policyholder (absence, his refusal to accept the notification, etc.), it shall be considered that the Policyholder received the notification by registered mail on the day of the attempted service, which the Policyholder explicitly agrees with. Due to this provision, it shall be considered that the Policyholder is familiar with the content of the notification.

Article 19 – APPLICABLE LEGISLATION

- (1) The relationships between the Insurance Company, the Policyholder, the Insured Party and others, which are not regulated by these Terms and Conditions, shall be governed by the provisions of the Code of Obligations and other legal regulations of the Republic of Slovenia.

Article 20 – APPEAL PROCESS AND DISPUTE RESOLUTION

- (1) An appeal to the Appellate Committee of the Insurance Company can be lodged against the written decision of the Insurance Company; said Committee will be handling appeals in accordance with the rules of the insurance company regulating the appeal procedure. The complaint can be submitted in person, by (e-)mail or via a web form of the insurance company within 30 days from receiving the decision of the insurance company.
- (2) The insurance company will also be handling complaints concerning breaches of business ethics in the context of its internal complaints procedure.
- (3) Any disputes between the Policyholder, the Insured Party or the Injured Party on one side and the Insurance Company on the other shall be resolved by the court having jurisdiction according to the office of the Insurance Company.
- (4) In addition to these forms, it is also possible to resolve disputes within the statutorily provided alternative forms of dispute resolution, particularly with the intervention of an organisation implementing out-of-court settlements of consumer disputes (the Mediation Centre, launched by the Slovenian Insurance Association), of which the insurance company recognizes the jurisdiction and in relation to which all information is also available by phone (080 19 20) or at the insurance company's website www.zav-sava.si.

Article 21 – PERSONAL DATA PROTECTION/PROCESSING

- (1) The insurance company, as the data controller, processes personal data in accordance with the regulations in the field of personal data protection and insurance, as well as with other applicable legislation and the Privacy Policy adopted by Zavarovalnica Sava d.d. in relation to the provision of protection of personal information available at the website of the insurance company: <https://www.zav-sava.si/sl-si/pravna-obvestila/>,

while in the printed form, the Legal Notice, which is a summary of Privacy Policy, is also available at all sales points of the insurance company.

- (2) The aforementioned document (Privacy Policy, Legal Notice) contains information regarding the protection of personal data, namely:
 - 1) the information on the controller and the proxy,
 - 2) processing purposes and legal bases for processing,
 - 3) personal data processors and users,
 - 4) transfer of personal data to third countries,
 - 5) rights of individuals with regard to the processing of personal data,
 - 6) personal data retention periods.
- (3) The Policyholder is notified by the Insurance Company no later than upon concluding an Insurance Contract of the content of the document entitled "Legal Notice related to Personal Data Protection", representing an excerpt of the Privacy Policy and available on the website of the insurance company: <https://www.zav-sava.si/sl-si/pravna-obvestila> or, in printed format, in branches of the insurance company.

Article 22 – CORRUPTION PREVENTION

- (1) A contract during the implementation of which someone, on their own behalf or on behalf of another contracting party, promises, offers or gives any illegal benefit to a representative or mediator of a body or organization from the public sector in order to acquire a business or conclude a deal under more favourable conditions, or to omit the obligatory control over the execution of contractual obligations, or ensure any other action or omission through which harm is caused to a body or organization from the public sector, or through which the representative of the authority, the intermediary agency or organization from the public sector can obtain an illegal advantage, for the other contracting party or its representative, agent, or middleman, is void.

Article 23 – INFORMATION RELATING TO SOLVENCY AND FINANCIAL STATE

- (1) The report on the solvency and financial position of the insurance company will be available on the website of the insurance company (www.zav-sava.si), in accordance with the legal requirements regarding time and obligation of publication.

III. COVERAGE OVERVIEW

Coverage format	Basic coverage	Expanded coverage
Event or coverage		
Accident, death or deterioration of the health condition of the Insured Party	x	x
Pregnancy	x	x
Accident, death or deterioration of the health condition of the family members of the Insured Party who are not travelling	x	x
Financial damage to the property of the Insured Party		x
Summons of a judicial or regulatory authority		x
Unexpected loss of employment		x
New employment		x
Filing of a divorce request		x
Lack of snow		x
Outbreak of an epidemic and/or pandemic		x
Organ transplant		x
Treatment in a health care facility		x
Operation		x