

**The General Terms & Conditions for Tourist Travel Cancellation Risk Insurance**

Applicable from 02.11.2016

**Definition of terms:**

<b>Policy Holder</b>	A person entering into contract with the Insurance Company with whom the Insured Person concluded a travel contract.
<b>Insured Person</b>	A person whose property and/or property interest is insured.
<b>Insurance Premium</b>	The amount paid by the Policy Holder to the Insurance Company (the Premium).
<b>Policy</b>	A document on the concluded insurance contract.
<b>Insurance Money</b>	The amount paid by the Insurance Company when the Insurance Case is finally resolved.
<b>Insurance Case</b>	A future and uncertain event independent on the exclusive will of the contracting parties with regard to which insurance has been taken.
<b>Sum Insured</b>	A sum representing the maximum limit of the Insurance Company's liability if the Insurance Case occurs.

**I. GENERAL PROVISIONS**

**Article 1 – SUBJECT MATTER OF THE INSURANCE**

- (1) The subject matter of insurance under these Terms & Conditions shall be the risk incurred by the user of the Policy Holder's tourist services (hereinafter: the Insured Person) because he or she cancelled the travel and must reimburse to the Policy Holder the related cost incurred.
- (2) Notwithstanding the previous paragraph hereunder, the tourist travel cancellation risk shall be insured in accordance herewith only if the Policy Holder concluded with the Insured Person a contract on tourist travel or air ticket purchase.
- (3) The term "Insured Person" shall mean both domestic and foreign users of the Policy Holder's tourist services.

**Article 2 – INSURED AMOUNT**

- (1) The insured amount for each Insurance Case shall be the agreed amount which the Insured Person must pay to the Policy Holder in the case of cancellation or non-appearance for the cost incurred due to travel cancellation. The cost shall depend on the number of days before departure the cancellation was made, as listed in the Policy Holder's general terms & conditions. If the cancellation cost is charged based on the general terms & conditions of another tourist agency or airline (a contractual partner of the Policy Holder – travel provider), the cost shall be charged based on the applicative tariffs or provisions of the travel programme. The tourist travel contract shall specify the travel provider or contractual partner of the Policy Holder, otherwise the Policy Holder's general terms & conditions shall apply.

**Article 3 – INSURANCE CASE**

- (1) The Insurance Case, covered in accordance herewith, shall occur if the Insured Person cancels in writing the travel before or on the day of the planned departure and/or does not appear due to events included in the insurance cover chosen by the Insured Person when taking the insurance. The insurance cover includes:
  - a) SIMPLE COVER
  - b) EXTENDED COVER
- (2) The Insurance Company shall cover the cost of travel cancellation or non-appearance by the Insured Person due to an event included in the relevant insurance cover. The Insurance Company shall also cover the cost of cancellation by passengers who entered into the travel contract jointly with the Insured Person and who are listed on the same insurance policy. The maximum number of passengers/persons for whom the Insurance Company covers the travel cancellation cost shall be 8 (eight) and 10 (ten) for the simple and the extended cover, respectively.

**Article 4 – OBLIGATIONS OF THE INSURED PERSON IF THE INSURANCE CASE OCCURS**

- (1) The Insured Person shall:
  - a) do all in his or her power to prevent any unnecessary cost increase;
  - b) immediately report the Insurance Case to the Policy Holder. If such notice is not given immediately, the Insurance Company shall cover only the amount that the Insured Person would be liable to pay had he or she notified the Policy Holder in writing immediately;
  - c) allow the Insurance Company all necessary inquiries and investigations related to possible tampered causes of the Insurance Case and to determining the Insurance Money amount;
  - d) submit true information and original documents upon the Insured Company's request;
  - e) release medical professionals from confidentiality obligations;
  - f) report loss to the police immediately in the case of losses resulting from fire, explosion, robbery and theft by burglary.

**Article 5 – DISCLAIMER OF THE INSURANCE COMPANY**

- (1) The Insurance Company shall be free of their obligations, if it is determined that the Insured Person had tried intentionally or by fraud to alter falsely the circumstances affecting the eligibility of the insurance cover and the amount of damages.
- (2) The Insurance Company shall cover in no case the damage proven by the Policy Holder or the Insured Person by incomplete documentation, incorrectly filled documentation or documentation containing sections with evidently subsequently entered or altered data.
- (3) The Insurance Company's obligations to pay the contractually agreed insurance money shall also cease if the Policy Holder defaults on payment of the insurance premium and no other interested party makes the payment thirty days after the day the Policy Holder was served a registered letter from the Insurance Company with the information on the premium falling due where such deadline cannot expire before thirty days have lapsed since the premium fell due.
- (4) The Insurance Company shall not cover administrative and similar costs not related to the package price.
- (5) The event for which insurance is taken (Insurance Case) shall be future, uncertain and independent on the exclusive will of the contracting parties. The insurance contract shall be void if the Insurance Case had already occurred when the contract was made, if it has been occurring at the time or if it was certain that it would occur or if the possibility of its occurrence has already ceased.
- (6) The Insurance Company shall not cover the loss resulting from not acting with due diligence by the travel provider, airline or another company or person becoming insolvent or incapable of meeting any of their obligations.

- (7) The cover shall exclude insurance cases resulting from the Insured Person's decision not to travel (unpreparedness to travel).
- (8) The Insurance Company shall cover in no case the loss:
- a) in the case of loss of employment due to a failure to achieve the expected work results, not performing the work in time, and in professional and quality manner or a failure to meet the conditions for performing of work specified in the law and implementing regulations adopted on the basis thereof, due to which the employee is not meeting or cannot meet the contractual and other obligations arising from employment (the reason of incompetence);
  - b) in the case of loss of employment due to a violation of contractual obligations or other obligations arising from employment (the reason of culpability)
  - c) in the case of loss of employment due to established disability of the Insured Person;
  - d) if the Insured Person already had his or her employment terminated when taking the insurance or if he or she knew or should have known that the employment would be terminated within 12 months or if a procedure of compulsory settlement, bankruptcy or liquidation was initiated against his or her employer or if the Insured Person knew or should have known that such a procedure would take place;
  - e) in the case employment was terminated because the work permit expired;
  - f) in the case of early retirement or retirement of the Insured Person.
- (9) The insurance cover shall exclude insurance cases resulting from strikes, internal disorder and acts of war, nuclear energy, violent acts and legal orders.
- (10) Notwithstanding the other provisions herein, the cover shall exclude the loss directly or indirectly linked to an act of terrorism as well as any other cost resulting from such loss even if the loss was attributed to an additional cause or act beside the act of terrorism. An act of terrorism shall be any violent act threatening human life, movable property, real estate or infrastructure, perpetrated by force, violence, by a national government or threat and made for political, religious, ideological or similar purposes with an intent or effect of terrorising the public or a portion thereof. An act of terrorism shall be any such act perpetrated independently or with links to any organisation or authority.
- The cover shall also exclude the loss and costs resulting from prevention and fight against the acts of terrorism.
- c) a notice in writing from the Insured Person on cancellation of the travel specifying the date of cancellation at the tourist agency;
  - d) the insurance policy;
  - e) an accident, pregnancy or unexpectedly worse health preventing the Insured Person from travelling shall be documented with a recorded medical certificate of the Insured Person or the person to whom the Insured Person refers and a sick leave note proving absence from work. The medical certificate shall contain exact dates and a diagnosis (a statement by the physician that the passenger is unable to travel shall not suffice). The Insurance Company may refer the issue of incapacity to travel due to a disease to their medical expert for study;
  - f) death of the Insured Person and/or the person to whom the Insured Person refers shall be documented by a death certificate;
  - g) if the Insured Person refers to family members, the relation shall be evident from the case documentation;
  - h) all documents, authorisations and authentic certificates by a competent institution proving reality of the event and the reason for travel cancellation based on which the Insured Person claims damages;
  - i) in the case of damage on property of the Insured Person at the location of his or her residence resulting from fire, explosion, robbery or theft by burglary, mandating the Insured Person's presence, the Insured Person shall enclose to the claim for damages the name and address of the police station which was informed on the event and the police report;
  - j) in the case of a call by court or administrative authorities mandating the Insured Person's presence, the claim for damages shall be enclosed with a certificate by the competent court or administrative authority showing that an adjournment had been denied;
  - k) any evidence and statements requested by the Insurance Company when processing the claim for damages.

#### **Article 7 – THE BEGINNING AND THE END OF THE INSURANCE COVER**

- (1) The cancellation risk insurance shall be made at the same time as the travel or air ticket purchase contract. If the insurance is taken later, only the events occurring since the 10<sup>th</sup> day after the insurance was taken shall be covered (exception: death and accident). If the departure date is less than 15 days away, the insurance can only be taken at the time of making the travel contract.
- (2) The Insurance Company's liability under the insurance contract shall begin on 24:00 hours on the day the policy specifies as the insurance taking date and shall end when the travel commences but not later than by 24:00 hours on the day specified in the policy as the insurance expiry date.

#### **Article 8 – INSURANCE PREMIUM**

- (1) The premium was charged based on the full price of the travel (the tourist package amount).
- (2) The premium shall be charged in advance for the duration of the Insurance Company's cover at the rate set in the policy.

#### **Article 9 – PAYMENT OF INSURANCE MONEY**

- (1) If the insurance cover exists and the loss amount has been determined, the Insurance Company shall pay the insurance money to the Policy Holder within 14 business days after receiving complete documentation.
- (2) The insurance money payment shall not exceed the amount of the sum insured.

#### **Article 10 – SUM INSURED**

- (1) The sum insured shall equal the base for the premium charge.

#### **Article 6 – DOCUMENTING CLAIMS FOR DAMAGES**

- (1) The Policy Holder shall submit to the Insurance Company a claim for damages in writing by using a filled in loss reporting form. The Policy Holder shall enclose the following documents to the claim for damages:
  - a) exact data on the amount of costs resulting from the travel cancellation:
    - invoice cancellation (or credit note) of the Policy Holder and the general terms & conditions under which the Policy Holder charged the cancellation cost;
    - invoice cancellation (or credit note) of the travel provider and the general terms & conditions under which the travel provider charged the cancellation cost;
    - invoice cancellation (or credit note) of the Policy Holder and the cancellation terms & conditions from the travel programme if they apply to charging the cancellation cost;
    - the unused air ticket with the general terms & conditions on cancellations of the airline or a reimbursement certificate provided by the airline;
  - b) a contract or note on tourist travel or purchase of an air ticket made between the Policy Holder and the Insured Person(s);

**Article 11 – SETTLEMENT OF DISPUTES**

- (1) In the case of a dispute between the Insured Person or the Policy Holder and the Insurance Company, a settlement may be reached in out-of-
- (2) Centre of the Slovenian Insurance Association or in court proceedings before a competent court.
- (3) The Code of Obligations shall also apply to the relations between the contracting parties.

**II. SIMPLE COVER**

**Article 12 – INSURANCE CASE IN SIMPLE COVER**

- (1) The Insurance Case, covered in accordance herewith, shall occur if the Insured Person cancels in writing the travel before or on the day of the planned departure and/or does not appear due to an event included in the simple cover:
  - a) accident, death or unexpectedly worse health preventing the Insured Person from travelling;
  - b) pregnancy;
  - c) accident, death or unexpectedly worse health of family members of the Insured Person preventing the Insured Person from travelling, under the condition that the accident or unexpectedly worse health of family members requires home care or outpatient or hospital treatment and the Insured Person's presence is strictly necessary.

The Insured Person may refer to the following family members in the case of an accident or unexpectedly worse health: spouse or partner in household, children, partner's children, adopted children, foster children, parents, step mother and step father.

The Insured Person may refer to the following family members in the case of death: spouse or partner in household, children, partner's children, adopted children, foster children, parents, step mother, step father, son-in-law, daughter-in-law, grandchildren, mother-in-law, father-in-law, grandparents, brothers, sisters, brother-in-law, sister-in-law, aunts, uncles, cousins, nieces and nephews.

**III. EXTENDED COVER**

**Article 13 – INSURANCE CASE IN EXTENDED COVER**

- (1) The Insurance Case, covered in accordance herewith, shall occur if the Insured Person cancels in writing the travel before or on the day of the planned departure and/or does not appear due to an event included in the extended cover:
  - a) accident, death or unexpectedly worse health preventing the Insured Person from travelling;
  - b) pregnancy;
  - c) accident, death or unexpectedly worse health of family members of the Insured Person preventing the Insured Person from travelling, under the condition that the accident or unexpectedly worse health of family members requires home care or outpatient or hospital treatment and the Insured Person's presence is strictly necessary.

The Insured Person may refer to the following family members in the case of an accident or unexpectedly worse health: spouse or partner in household, children, partner's children, adopted children, foster children, parents, step mother and step father.

The Insured Person may refer to the following family members in the case of death: spouse or partner in household, children, partner's children, adopted children, foster children, parents, step mother, step father, son-in-law, daughter-in-law, grandchildren, mother-in-law, father-in-law, grandparents, brothers, sisters,

court proceedings by submitting a complaint to the Panel of Appeals of the ZM or by submitting a proposal for mediation to the Mediation

- brother-in-law, sister-in-law, aunts, uncles, cousins, nieces and nephews.
- d) property loss of the Insured Person at the location of residence resulting from an earthquake, flood, fire, storm, hail, landslide, explosion, robbery and theft by burglary mandating the Insured Person's presence;
- e) a call by a court or administrative authority mandating the Insured Person's presence;
- f) unexpected loss of permanent contract employment, on condition that it was made for reasons other than culpability of the Insured Person;
- g) taking on new employment; applicable to the Insured Person who was registered as an unemployed person at the Employment Service and who has not yet obtained the right to an annual leave;
- h) filing for divorce to the competent court directly before a joint travel by spouses who were insured and after the travel has been paid and insurance taken;
- i) lack of snow during the skiing season. Lack of snow shall mean non-operation of skiing facilities exclusively due to lack of snow in the adjacent skiing centres in the last three days before the travel begins. Travel cancellation due to lack of snow can only be claimed for skiing packages. The Insurance Company shall cover the cancellation cost if such an event is not covered by other insurance or guarantees;
- j) outbreak of epidemics and/or pandemics of a disease due to which the Ministry of Foreign Affairs of the Republic of Slovenia advises against travelling;
- k) body part transplant with a date set or notified to the Insured Person after the insurance has been taken;
- l) treatment at a spa with the beginning set or notified to the Insured Person after the insurance has been taken;

Cover form Event or cover	Simple cover	Extended cover
Accident, death or worse health of the Insured Person	X	X
Pregnancy	X	X
Accident, death or worse health of the Insured Person's family members	X	X
Property loss of the Insured Person		X
A call by court or administrative authorities		X
Unexpected loss of employment		X
New job		X
Filing for divorce		X
Lack of snow		X
Outbreak of epidemics and/or pandemics		X
Body part transplant		X
Spa treatment		X
Cover for a maximum of eight (8) persons	X	
Cover for a maximum of ten (10) persons		X