

BAGGAGE INSURANCE CONDITIONS

INTRODUCTORY PROVISIONS

Article 1

1. These baggage insurance conditions (hereinafter referred to as Conditions) are a part of the Travel insurance contract concluded between the policyholder and CROATIA OSIGURANJE d.d. (hereinafter referred to as Insurer).
2. The Insured is a person – passenger whose interest is insured and who is entitled to insurance benefits.

SUBJECT OF INSURANCE

Article 2

1. Subject of insurance is travel baggage, i.e. all clothes, shoes and personal hygiene items that the Insured carries with him for the period of insurance duration, except for those items explicitly excluded from cover. Insurer's liability to pay compensation for damage to the personal hygiene items cannot exceed the amount of EUR 60, i.e. its equivalent in HRK according to the medium exchange rate of CNB on the day of loss occurrence.
2. Technical appliances (personal computer, mobile phone, video camera, camera etc.) are insured only in case the Insured carries them with himself, but up to the 50% of the sum insured. However, these appliances are by no means insured, if carried in the checked-in hand baggage or left unattended by the Insured at the final destination.
3. The baggage left within a parked vehicle is insured against theft only if the vehicle is locked.
4. The category of baggage under these Conditions specifically excludes the following items: sports equipment (skis, ski-boots, diving equipment etc.), contact lenses, hearing aids, artificial limbs, teeth or dental bridges, glasses, watches, jewellery, quality furs and items made of it, money, travel tickets, credit cards as well as all personal documents.

INSURED RISKS

Article 3

This insurance covers physical loss, damage and destruction of baggage as a result of traffic accident, fire, thunder, explosion, natural disasters, theft, burglary, non-delivery and misplacement.

PERIOD OF INSURANCE

Article 4

The baggage is insured from the moment that the Insured leaves the premises at the place of residence stated in the policy in order to start the insured trip, during the stay at the destination as well as on the return trip.

EXCLUDED LOSSES

Article 5

The Insurer is not liable for:

- a. Losses that are direct consequence of ill-intentions or gross negligence on the part of the Insured,
- b. Losses due to the characteristics or condition of the baggage itself, i.e. internal faults and inherent characteristics of items making up the baggage,
- c. Losses caused by nuclear explosion, radiation and radioactive pollution due to the use of nuclear energy or fission materials,
- d. Indirect losses and casualties of any kind,
- e. Losses occurring during the guaranty period,
- f. Losses due to war or warlike events regardless whether the war has actually been declared or not.

LIMITATION OF INSURER'S LIABILITY

Article 6

1. The Insurer compensates the actual loss, but up to the amount stated in the Policy at the most.
2. The Insurer also compensates the amount needed in order to buy substitute baggage (necessary clothes and basic personal hygiene items), if the baggage submitted for transport has not arrived at the destination on the same day as the Insured due to the delay in transport, but up to the amount of HRK 2,000 at the most.
3. As an exception to the previous paragraph the Insurer is not liable for a loss occurring due to the baggage being delayed on the return trip to the Insured's permanent place residence.

LOSS DETERMINATION

Article 7

1. The Insured is obliged to inform the Insurer immediately that a loss covered under this insurance has occurred.

2. If the loss occurs as a consequence of theft or other criminal act, i.e. if there is a suspicion that the criminal act may have been committed, the Insured is obliged to inform the police thereof immediately.
3. Losses occurring to the checked-in baggage (physical loss of, damage to or delay) have to be immediately reported to the carrier, baggage service at the airport or lodging provider.

LOSS COMPENSATION

Article 8

1. When making an indemnity claim the Insured is obliged to submit the following documents:
 - a. Proof that the trip in question has been paid for,
 - b. Document issued on the occasion of loss being reported to the police office,
 - c. Carrier's and airport baggage service reports on lost or delayed checked-in baggage,
 - d. Receipts proving the value of newly purchased baggage and costs of its reparation,
 - e. Receipts proving the acquisition of substitute baggage,
 - f. Original insurance policy
 - g. All other documents that the Insured may have that can facilitate claim settlement.
2. In case the Insured does not have the receipts with which he can prove the present value of the insured item, the Insurer is liable to compensate up to 50% of the value of a newly purchased item.
3. The Insured is obliged to submit an indemnity claim to the Insurer within the period of 15 days starting from the day when the Insured returned to the place of his permanent residence.
4. The Insurer is obliged to indemnify the Insured without delay, but within the period of 14 days at the latest counting from the day that the Insurer received all the necessary documents.

INSURANCE INDEMNITY

Article 9

The Insurer is obliged to pay the following amounts per insured event that cannot, however, exceed the sum insured:

- a. For physical loss of baggage – the value of a newly purchased item reduced for the estimated amount of loss in value due to age and wear and tear (hereinafter: present value),
- b. For beyond repair damaged baggage – present value reduced for the remnant value,
- c. For damaged baggage – necessary repair costs, but up to the item's present value at the most.

INSURER'S RIGHT TO RECOURSE

Article 10

1. By payment of indemnity all rights of the Insured in respect of the persons responsible for the loss are transferred to the Insurer up to the amount of the paid indemnity.
2. As a precondition to the realisation of this right the Insured is obliged to obtain and submit all the necessary documents to the Insurer.

FINAL PROVISIONS

Article 11

1. This insurance is concluded at the time of Travel arrangement conclusion. Each subsequent insurance contract conclusion will be null and void.
2. All persons entitled to rights according to the insurance policy concluded following these Conditions are suggested to settle all disputes with the insurer arising out or in connection with the said agreement to mutual pleasure following rules of regulation of the insurer in out-of-court settlement of claims procedure. In case the insured disagrees with the decision of the insurer he is entitled to raise an objection to the insurer's Objections settlement committee which is obliged to decide on the objection in writing within 15 working days. Unless the dispute is settled in an out of court procedure with the Insurer, each party can suggest to the other that they initiate a conciliation procedure. The proposal for conciliation procedure has to be made in writing and submitted to the Conciliation
- 3.
4. Centre at the Croatian Insurance Bureau or other conciliation organisation.

Article 12

All disputes arising out of the insurance contract parties are suggested to settle peacefully. In case of failure the parties agree to settle their disputes in front of the competent court in Zagreb.