

TRAVEL CANCELLATION INSURANCE CONDITIONS

Travel cancellation insurance conditions (hereinafter referred to as: Conditions) define terms between the Insured and the Insurer in case of travel cancellation.

Article 1

1. Travel cancellation insurance can be agreed only with travel agency exclusively at the time of travel arrangement. In case the insurance is agreed after the travel arrangement the Insurer is not liable to indemnify the damage.
2. This insurance does not include travels either got as awards or education-included travels.
3. The insurance agreement is concluded on the basis of written offer completed on the Insurer's form accepting the Conditions from the side of the Insured and by issuing the insurance policy.

Article 2

The sum insured equals the travel price agreed and paid to the travel agency by the Insured based on the travel agreement that includes the insurance policy as its constituent part.

Article 3

This insurance begins at 00:00 o'clock of the next day mentioned in the policy as the day of the making the insurance agreement and ceases at 24:00 o'clock of the day on which 50% of the duration of the scheduled travel expires.

Article 4

1. The insured event has to be a future uncertain event independent of the Insured's will.
2. The insurance policy is null in case at the time of its concluding the insured event has already incurred or has been in the occurring process or such event could be predictable.

Article 5

1. In case the Insured cancels an agreed travel caused by an occurrence of the insured event which occurred during the period from the beginning of the travel to the moment of the agreed beginning of the travel the Insurer indemnifies the insured by 90% of the amount paid to the travel agency according to the provisions on travel cancellation making the constituent part of the travel agreement conditions.
2. In case the Insured cancels an agreed travel that has already begun caused by an occurrence of the insured event the Insurer indemnifies the Insured by 90% of the amount paid to the travel agency calculated on *pro rata temporis* principle per day from the unused duration of the travel.

Article 6

1. In terms of these insurance Conditions the occurrence of the insured event is realized in case of the occurrence of one of the following insured risks:
 - a. Illness
 - b. Accident
 - c. Natural disasters in the place of stay of the Insured
 - d. Death
 - e. Military trainingsuffered by the Insured or a person below:
 - f. Spouse of the Insured (marital or extramarital)
 - g. Children of the Insured (including adopted children)
 - h. Parents of the Insured (including adoptive parents)
 - i. Brothers and sisters of the Insured or his spouse
 - j. Grandfathers and grandmothers of the Insured or his spouse but only in case of death.
2. In terms of these Conditions the risk of:
 - a. illness – is considered a disorder of a particular function of the body of the Insured or the persons mentioned in this article item (1) points (f. - h.), with a specific cause and recognizable signs and symptoms which caused the Insured's disability to begin with the agreed travel or the Insured was compelled to interrupt the travel that has already begun,
 - b. accident – is considered every sudden and independent event being active mainly from outside and suddenly on the body of the Insured which causes the disruption of the Insured's health i.e. of the persons mentioned in this article item (1) points (f-h) as a result from which the Insured could not begin with the agreed travel or was compelled to interrupt the travel that has already begun,
 - c. natural disasters – include earthquake, fire, flood and storm with gale force winds.
3. With the purpose of proving the illness or accident the Insured is obliged to provide for medical certificate signed by his physician within 3 working days counting from the day of the occurrence of the insured event. The medical expert of the Insurer decides on the realization of the insured risk on the basis of the above mentioned medical certificate.

Article 7

The Insured is obliged to inform the tourist agency about the travel cancellation i.e. to inform the tourist agency about the interruption of the travel within 3 working days counting from the day of the realization of the insured risk. The insured event takes effect at the moment of the cancellation of the travel i.e. the interruption of the travel that has already begun.

Article 8

1. The Insured i.e. in case of death of the Insured the beneficiary of insurance is obliged to submit the claim to the Insurer within 15 working days at the latest counting from the day of the occurrence of the insured event.
2. The Insured is obliged to submit the request for indemnity to the Insurer in writing accompanied by:
 - I) Original insurance policy,
 - II) Travel agreement,
 - III) Deposit slip proving the payment of the travel,
 - IV) Written confirmation of the travel agency about cancellation i.e. interruption of the travel,
 - V) Written confirmation of the hotel in case of interruption of the travel that has already begun,
 - VI) Written confirmation of the travel agency about the amount deducted from the Insured because of the cancellation i.e. interruption of the travel,
 - VII) The proof of the occurrence of the insured risk:
 - a) In case of death: Death certificate,
 - b) In case of illness and accident: medical confirmation signed by the physician explicitly explaining the reason why ill person was not able to begin the agreed travel or was compelled to interrupt the travel that has already begun as well as the medical report about sick-leave or the employer's confirmation about the vacation (in case the Insured is employed),
 - c) In case of natural disasters: confirmation of the authorized state body,
 - d) In case of military training: confirmation of the authorized body,
 - e) Other documents upon request of the Insurer depending on the circumstances of every particular event.
3. In confirmations from points IV), V) and VI) of the previous item the date of the travel cancellation has to be clearly and explicitly mentioned i.e. in case of interruption of the travel that has already begun the date and place of travel interruption have to be mentioned.

Article 9

1. The Insurer is obliged to indemnify the Insured without delay and within 15 days at the latest counting from the day of the Insured's submitting the claim accompanied with all necessary documents needed by the Insurer with the purpose of assessment the basis of indemnity as well as its scope and amount of damage.
2. In case of Insured's death beneficiaries of this insurance are his legal heirs.

Article 10

1. The Insurer is authorized and has the right to request from the Insured, health institution and Insured's employer additional explanations, documents and proofs needed to define important circumstances in relation with the claim and indemnity. The Insured is obliged to provide for requested documents and give to the Insurer all needed help in completing documents.
2. The Insurer is authorized and has the right to act on his own expense with the purpose to arrange medical examination of the Insured by his medical experts or medical teams to define important circumstances in connection with the claim and indemnity.
3. The Insured is obliged to respond to the Insurer's call aimed at his medical examination. In case the Insured does not appear to the agreed medical examination or does not answer to the Insurer's call to agree about medical examination the Insured loses the right to indemnity in regard of this insurance.

Article 11

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. In case the dispute has not been settled in out-of-court settlement with the Insurer, each party can suggest a conciliation procedure to the other party. The proposal for a conciliation procedure has to be made in writing and submitted to the Conciliation Centre at the Croatian Insurance Bureau or to some other conciliation body.

Article 12

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