SPLOŠNI POGOJI ZA TURISTIČNO ZAVAROVANJE OSEB V TUJINI »MULTIRISK« Z ASISTENCO CORIS 01-MULTI-01/13

Izrazi v teh pogojih pomenijo:

zavarovalec	- oseba, ki sklene zavarovalno pogodbo;
zavarovanec	- oseba, katere premoženjski interes je zavarovan in ki je navedena na polici;
polica	- listina o sklenjeni zavarovalni pogodbi za turistično zavarovanje z asistenco v tujini, ki jo je izdala zavarovalnica zavarovancu, ki potuje v tujino;
nezgoda	- nenaden in nepričakovan dogodek v obdobju veljavnosti zavarovanja, ki se zgodi neodvisno od volje zavarovanca, je zunanjega izvora ter povzroči telesno poškodbo zavarovanca ali celo njegovo smrt;
akutna bolezen	- bolezen, ki v obdobju veljavnosti zavarovanja nastopi nenadoma, izrazito, se razvija in zaradi hudih bolečin ali ogrožanja zavarovančevega življenja zahteva nujno medicinsko pomoč;
zavarovalnica	- Adriatic Slovenica zavarovalna družba d.d. Koper;
asistenčna družba	- Assistance CORIS, d.o.o., Ul. bratov Babnik 10, 1000 Ljubljana, Slovenija;
bolezen	- bolezen je kombinacija kliničnih težav in manifestacij, ki jih diagnosticira zdravstvena ustanova in so registrirane v uradnem zdravstvenem dokumentu ter vodijo v omejitev zmožnosti zavarovanca za čas nahajanja v tujini;
nujna zobozdravstvena pomoč	- vključuje zobozdravstveno pomoč za lajšanje bolečin, ki so nastale zaradi nesreče vnetja zobne pulpe, ognojka in ekstrakcije zoba v skladu z zobozdravstveno diagnozo;
zavarovalna pogodba	- pogodba o zagotavljanju asistence, ki jo skleneta zavarovalec in zavarovalnica;
zavarovalni primer	- dogodek, ki ga krije to zavarovanje in nastopi v obdobju trajanja tega zavarovanja;
prej obstoječa bolezen ali poškodba	- bolezen ali poškodba, za katero je zavarovanec dobil zdravstveno diagnozo in oskrbo že pred začetkom zavarovanja

1. člen NAMEN ZAVAROVALNE POGODBE

Namen zavarovalne pogodbe je zagotavljati zavarovancu zavarovalno kritje v skladu s temi splošnimi pogoji.

2. člen KONTAKTIRANJE ASISTENČNE DRUŽBE

V primeru dogodka, ki lahko vodi v zahtevek v skladu s to pogodbo, mora zavarovanec ali njegov pooblaščenec takoj stopiti v stik z asistenčno družbo na telefonski številki **+386 1 519 20 20**, v primeru hospitalizacije ali večkratnega ambulantnega zdravljenja pa najkasneje v 48 urah.

3. člen OBVEZNOSTI ZAVAROVANCA

Zavarovanec mora v z vso skrbnostjo paziti, da preprečuje izgube, škodo, nezgode, telesne poškodbe ali bolezni. Prav tako mora varovati, hraniti in/ali poiskati svojo lastnino ter po svojih močeh omejevati stroške.

4. člen OBSEG ZAVAROVANJA

(1) Zavarovanec je oseba, ki potuje zunaj Republike Slovenije ter zunaj države stalnega in začasnega prebivališča. Zavarovanec, ki sklene zavarovalno pogodbo z zavarovalnico ter plača premijo, ki jo določi zavarovalnica, šteje tudi za sklenitelja zavarovalne pogodbe (zavarovalca).

(2) Pri **družinskem zavarovanju** so zavarovanci vse osebe, ki so navedene na polici in živijo v skupnem gospodinjstvu ter so med seboj v družinskem razmerju: zakonec ali partner iz druge pravno priznane skupnosti in njihovi otroci, pastorki ali posvojenci do 26. leta starosti.

(3) Pri **skupinskem zavarovanju** so zavarovanci vse osebe, ki so navedene na polici oziroma v prilogi k polici in ki predstavljajo skupino. Skupina pomeni 9 ali več oseb. Če je manj kot 9 oseb, se uporabljajo določila za posamezno zavarovanje, če ni drugače dogovorjeno.

(4) Zavarovanci po teh pogojih so lahko le osebe stare do dopolnjenega 75. leta starosti. Zavarujejo se lahko tudi osebe starejše od 75 let z ustreznim doplačilom na premijo.

(5) Zavarovalno kritje je veljavno samo v tujini – to je izven območja države, kjer ima zavarovanec prijavljeno stalno oziroma začasno bivališče.

(6) Zavarovanec je dolžan zavarovalnico vnaprej obvestiti o načrtovanih aktivnostih v času nahajanja v tujini, če gre za:
1. delo v tujini, ki zahteva večji fizični napor;
2. priprave na športno tekmovanje oz. sodelovanje na njem;
3. pohodništvo ali treking nad 3000 metri nadmorske višine;
4. prosto plezanje, potapljanje ali podvodni ribolov, kajtanje (kitesurfing ali kitebording) ali heliskiing.

V navedenih primerih bo zavarovanje veljavno samo ob plačilu dodatne premije.

(7) Zavarovalno obdobje, v katerem zavarovalnica krije tveganja, določena v polici, se začne ob 00.00 na dan, ki je kot začetek zavarovanja določen v polici, vendar ne pred plačilom premije, razen če se stranki o tem izrecno ne dogovorita drugače. Zavarovanje preneha ob 24.00 zadnjega dne zavarovalnega obdobja.

(8) Zavarovalna pogodba mora biti sklenjena ter premija plačana pred odhodom zavarovanca v tujino razen če se stranki o tem pisno izrecno dogovorita drugače.

(9) Pri celoletnem zavarovanju za večkratne odhode zavarovanca v tujino zavarovanje velja za neomejeno število odhodov v tujino v enem zavarovalnem letu, s tem, da posamezno zadrževanje v tujini ne sme trajati več kot 90 dni.

(10) V primeru sklepanja na daljavo je zavarovalna pogodba sklenjena s samim plačilom premije, kar lahko zavarovalec dokazuje s potrdilom o plačilu premije.

(11) Če je dogovorjeno, da je treba premijo plačati:
1. ob sklenitvi pogodbe in premija ni bila plačana, začne teči obveznost zavarovalnice, da izplača v pogodbi določeno zavarovalnino, ob 24. uri dne, ko je premija plačana;
2. po sklenitvi pogodbe, začne teči obveznost zavarovalnice, da izplača v pogodbi določeno zavarovalnino, na dan, ki je v pogodbi določen kot dan začetka zavarovanja.

(12) Če trajanje zavarovanja ni določeno v pogodbi oziroma, če je v zavarovalni pogodbi dogovorjen rok trajanja z možnostjo, da se pogodba podaljšuje za enako časovno obdobje, sme vsaka stranka od nje odstopiti z dnem zapadlosti premije, le da mora o tem pisno obvestiti drugo stranko najmanj 3 mesece pred zapadlostjo premije.

(13) Če je zavarovanje sklenjeno za več kot 3 leta, sme po preteku tega časa vsaka stranka z odpovednim rokom šestih mesecev odstopiti od pogodbe, s tem da to pisno sporoči drugi stranki.

(14) Zavarovanje je potrebno skleniti v času, ko se zavarovanec nahaja v Republiki Sloveniji. Če se ob sklenitvi zavarovanec nahaja v tujini, zavarovalno kritje po teh pogojih prične veljati šele po preteku 5 dni od dneva sklenitve zavarovanja.

(15) Zavarovanje je možno obnoviti najkasneje 5 dni pred iztekom tekočega zavarovalnega obdobja. Če se zavarovanje obnovi po izteku omenjenega roka, v prvih 5 dnevih obnovljenega zavarovanja ni zavarovalnega kritja za primer bolezni (karenca). Karenca se ne upošteva, če se zavarovanec ob obnovitvi nahaja v Republiki Sloveniji.

5. člen ZAVAROVALNO KRITJE

(1) Zavarovanje vsebuje za zavarovanca naslednja zavarovalna kritja:

1. **Nujne zdravstvene storitve v primeru nezgode**
   Stroški nujnih zdravstvenih storitev v tujini, ki so posledica nezgode zavarovanca v tujini, so kriti do zneska, navedenega v polici.
2. **Nujne zdravstvene storitve v primeru bolezni**
   Stroški nujnih zdravstvenih storitev v tujini, ki so posledica bolezni ali akutne bolezni zavarovanca v tujini (vendar le v primeru, če ne gre za prej obstoječo bolezen), so kriti do zneska, navedenega v polici.
3. **Zdravila**
   Stroški zdravil, izdanih na zdravniški recept, so kriti do zneska, navedenega v polici. Vključeni so v stroške iz 1. in 2. točke tega odstavka.
4. **Nujne zobozdravstvene storitve**
   Stroški nujnih zobozdravstvenih storitev v tujini, ki so potrebne za odpravo akutne bolečine zavarovanca, so kriti do zneska, navedenega v polici.
5. **Vrnitev v domovino**
   Stroški vrnitve zavarovanca v domovino so kriti do zneska, navedenega v polici in so vključeni v stroške iz 1. in 2. točke tega odstavka. Zavarovalno kritje je veljavno v naslednjih primerih:
   a) zdravstveno upravičen prevoz zavarovanca v najbližjo bolnišnico, kjer je na voljo primerna zdravstvena oskrba;
   b) nujna vrnitev iz tujine v državo, kjer ima zavarovanec stalno prebivališče, po nezgodi ali akutni bolezni (vendar le v primeru, če ne gre za prej obstoječo bolezen). Zavarovalno kritje je zagotovljeno le v primeru, če:
      - zdravstveno stanje zavarovanca dopušča prevoz;
      - gre za življenjsko ogrožajoče zdravstveno stanje zavarovanca;
      - se pričakuje hospitalizacija zavarovanca za več kot 5 dni in je prevoz mogoč brez sanitetnega letala/helikopterja.
6. **Spremstvo mladoletnega otroka**
   Če mladoletni otrok ostane brez spremstva odrasle osebe, bo asistenčna družba organizirala in plačala letalsko vozovnico ekonomskega razreda za spremstvo takšnega otroka do povratka domov. V primeru hospitalizacije mladoletnega otroka bo asistenčna družba organizirala in plačala letalsko vozovnico in razumne stroške nastanitve za osebo, ki bo spremljala mladoletnega otroka.
7. **Prevoz družinskega člana**
   Če se kot posledica nezgode zavarovanca v času nahajanja v tujini pričakuje več kot 5 dni hospitalizacije, bo asistenčna družba organizirala in plačala povratno letalsko vozovnico za ekonomski razred enemu od bližnjih članov družine (otroci, partner, starši, brat ali sestra), ki ga bo zavarovanec želel imeti ob sebi.
8. **Povratek v primeru smrti družinskega člana**
   Če član družine zavarovanca (otroci, partner, starši, bratje ali sestre, zakončevi starši in s temi izenačene osebe) v domovini nenadoma težje zboli ali umre med zasebnim nahajanjem v tujini ali doma, bo asistenčna družba organizirala in plačala vrnitev v domovino. Uradna potrdila o smrti in dokazila o stopnji sorodstva je potrebno asistenčni družbi poslati takoj, ko je to mogoče.

9. **Prevoz posmrtnih ostankov v domovino zavarovanca**
   Zavarovanje krije stroške ustreznega prevoza posmrtnih ostankov zavarovanca iz tujine v državo stalnega prebivališča. Tej stroški so vključeni v stroške iz 1. in 2. točke tega odstavka.
10. **Preklic leta**
    Vsi potrebni stroški, nastali zavarovancu zaradi preklica leta (nastanitev, nakup manjših potrebščin, telefonski stroški in drugo), so kriti do zneska, navedenega v polici.
11. **Izguba / kraja prtljage**
    a) Če v času nahajanja v tujini zavarovanec izgubi prtljago ali je ta ukradena, mu pripada zavarovalnina kot nadomestilo za nastalo škode do zneska, ki je naveden v polici. Za izplačilo zavarovalnine mora zavarovanec predložiti natančen opis lastnine skupaj z datumom nakupa in vrednostjo.
    b) Za prtljago se štejejo predmeti namenjeni osebni rabi, ki jih ima zavarovanec s seboj v tujini, ki so pod stalnim nadzorom, in ki so bili zavarovancu:
       - odtujeni (tatvina/rop) vendar le v primeru, da je dogodek prijavljen policiji najkasneje v roku 24 ur in da zavarovanec o tem predloži zavarovalnici policijski zapisnik;
       - izgubljeni med transportom za katerega je odgovorna tretja oseba, vendar le ob predložitvi potrdila prevoznika, da je prtljaga dokončno izgubljena in da je iskanje zaključeno.
12. **Zamuda prtljage / leta**
    Če prtljaga / let zavarovanca zamuja vsaj 4 ure, se zavarovancu krijejo stroški nujnih nakupov do zneska, ki je naveden v polici.
13. **Izguba osebnih dokumentov**
    V primeru izgube uradnih osebnih dokumentov (potni list in/ali osebna izkaznica) bo asistenčna družba zavarovancu nudila pomoč. Stroški, ki so povezani z izdelavo novih uradnih osebnih dokumentov, niso kriti.
14. **Pravna pomoč**
    Asistenčna družba bo zavarovancu organizirala pravno pomoč, tako da mu bo zagotovila imena in naslove odvetnikov in odvetniških pisarn za njegovo pravno obrambo v primeru, da je zavarovanec sodno preganjan zaradi kazenske ali civilne odgovornosti po pravu, veljavnem v državi potovanja in sicer v zvezi s škodo, ki jo je zavarovanec iz malomarnosti povzročil tretjim osebam, ali za nenamerno kršenje oziroma nenamerno nespoštovanje zakonov ali lokalnih administrativnih predpisov v zasebni življenjski situaciji. Stroški za samo pravno obrambo zavarovanca niso kriti.
15. **Predujem varščine**
    Če je zavarovanec dolžan lokalnim oblastem plačati kazensko varščino, bo asistenčna družba zanj založila varščino vendar največ do višine zneska, ki je naveden v polici. Zavarovanec mora pred nakazilom varščine podpisati zavezo za vračilo tega zneska. Ta znesek je zavarovanec dolžan povrniti v roku 30 dni po prejetju računa asistenčne družbe.
16. **Zavarovanje odgovornosti zasebnika**
    a) Zavarovanje krije škodo zaradi civilno pravnih odškodninskih zahtevkov (vključno z odvetniškimi in drugimi stroški – vse skupaj največ do zneska, navedenega v polici), ki jih tretje osebe uveljavljajo proti zavarovancu zaradi nenadnega in presenetljivega škodnega dogodka (nesreče), do katerega pride v času nahajanja v tujini ima za posledico:
       - telesne poškodbe, smrt, bolezen katerekoli osebe, ki ni zaposlena s strani zavarovanca ali ni bližnji svojec ali član gospodinjstva zavarovanca. Za svojce po teh pogojih štejejo zavarovančev partner, sorodniki zavarovanca v ravni črti ali v stranski črti do četrtega kolena, osebe v svaštvu, mačeha in očim, krušni starši in starši zakonca;
       - izgubo ali škodo na lastnini, ki ni last in ni pod upravljanjem ali nadzorom zavarovanca, svojca ali kogarkoli zaposlenega pri zavarovancu ali kateregakoli člana zavarovančevega gospodinjstva.
    b) Zavarovanec mora o kakršnemkoli dogodku iz katerega lahko izvira odškodninski zahtevek obvestiti asistenčno družbo v najkrajšem možnem času.
    c) Zavarovanec mora posredovati vsa pisma, dopise, pozive in druge dokumente asistenčni družbi takoj, ko tega prejme.
    d) Zavarovanec ne sme priznati odgovornosti ali plačati, ponuditi plačila ali obljubiti plačila ali pa se pogajati o kakršnikoli terjatvi brez pisnega soglasja asistenčne družbe.
    e) Asistenčna družba ima pravico, če to želi, prevzeti vodenje obrambe zavarovanca v vsakem primeru odškodninskega zahtevka ali drugega postopka s strani tretje osebe. Asistenčna družba ima pravico do vodenja kakršnihkoli pogajanj ali postopkov poravnave katerekoli takega zahtevka tretje osebe, zavarovanec pa ji mora posredovati vse potrebne podatke in pomoč, ki bi jo ta morebiti potrebovala za obrambo zavarovanca pred odškodninskim zahtevkom.
    f) V primeru smrti zavarovanca se zaščita zavarovanca po tej polici prenese na zakonitega zastopnika / zastopnike zavarovanca, če ti ravnajo skladno z določbami teh pogojev.
17. **Nujno nakazilo denarja**
    Če zavarovanec asistenčni družbi pošlje prošnjo za pomoč, ki je krita po tej zavarovalni pogodbi in če mora ob tem dogodku, v zvezi s katerim zahteva pomoč plačati tudi nepredvidene stroške, bo asistenčna družba zavarovancu na njegovo prošnjo nakazala zahtevani znesek denarja v lokalni valuti, vendar največ do zneska, ki je za to kritje naveden v polici. Znesek morajo vnaprej plačati oz. zanj jamčiti sorodniki zavarovanca, medtem ko bo stroške samega nakazila krila zavarovalnica.
18. **Prenos nujnih sporočil**
    Če nastanek zavarovalnega primera po teh pogojih zahteva tudi spremembo zavarovančevega bivanja v tujini, bo asistenčna družba organizirala prenos nujnega sporočila in rezervacijske storitve. Vsa nujna sporočila bo prenesla družini zavarovanca ali na želeni službeni naslov. Asistenčna družba bo tudi prilagodila hotelske in letalske rezervacije, rezervacije za izposojo avtomobila in uskladila vse sestanke po navodilu zavarovanca.
19. **Nezgodna smrt**
    Če zavarovanec v času nahajanja v tujini utrpi telesno poškodbo, ki neodvisno od drugih vzrokov povzroči njegovo smrt, bo zavarovalnica izplačala zavarovalno vsoto, ki je navedena v polici, dediču zavarovanca.

6. člen NEVARNOSTNE OKOLIŠČINE

(1) Pred sklenitvijo kakor tudi med trajanjem zavarovalne pogodbe mora zavarovalec prijaviti zavarovalnici vse okoliščine, ki so pomembne za ocenitev nevarnosti in so mu bile znane ali mu niso mogle ostati neznane. Za okoliščine, ki so pomembne za ocenitev nevarnosti, štejejo zlasti okoliščine, ki so zavarovalcu znane in na podlagi katerih je določena in obračunana premija, kakor tudi one, ki so navedene v zavarovalni pogodbi. Te okoliščine lahko zavarovalec in zavarovalnica določita tudi skupaj.

(2) Zavarovalec mora omogočiti zavarovalnici pregled in oceno nevarnosti.

7. člen SPLOŠNE IZKLJUČITVE

(1) Zavarovalno kritje po teh pogojih se ne nanaša na kritje stroškov:

1. ki jih bolj specifično krije oz. so povračljivi po kateri koli drugi pogodbi ali drugi polici (razen za primer nezgodne smrti) ali po drugem javnem programu zavarovanja, če ti stroški ne presegajo plačila ali nadomestila, plačljivega po takšni pogodbi ali programu zavarovanja;
2. če so posledica že prej obstoječe bolezni ali poškodbe (npr. rane, ponovljeni izpahi ali zvini) ali stanja, zaradi katerega se zavarovanec zdravi, prejema zdravniško pomoč ali svetovanje tudi v času nahajanja v tujini ali načrtovanju le-tega;
3. nastalih med odhodom v tujino, na katerega se zavarovanec odpravi v nasprotju z zdravniškim nasvetom;
4. nastalih med zadrževanjem v tujini kamor se je zavarovanec odpravil z namenom zdravljenja;
5. nastalih med zadrževanjem v tujini, kamor se je zavarovanec odpravil po tem, ko je bila zavarovancu postavljena končna zdravniška diagnoza;
6. v povezavi z duševnimi motnjami ali stanji, za katera je bil pred tem zavarovanec že zdravljen;
7. za nosečnost, redne preglede v času nosečnosti, tipične teže v času nosečnosti ter poroda, razen v primeru reševanja življenja matere oziroma otroka;
8. ki so na kakršen koli način povezani z zavestnim samopoškodovanjem ali povzročitvijo bolezni, brezumnim ravnanjem, zlorabo alkohola, drog ali drugih prepovedanih snovi oziroma z lastno izpostavitvijo nepotrebni nevarnosti (razen v primeru poskusa rešitve človeškega življenja);
9. če so posledica samomora ali poizkusa samomora;
10. če so posledica dejstva, da zavarovanec ni z vso dolžno skrbnostjo pazil, da bi zaščitil sebe ali svojo lastnino;
11. če so posledica načrtovanega ali izvršenega protipravnega dejanja;
12. ali kakršnih zahtevkov, ki so vezani na kakršen koli prispevek pri uporabi, sprostitvi ali grožnjah s kakršnim koli jedrskim orožjem, napravami, kemičnimi ali biološkimi snovmi, kot tudi zahtevkov za stroške, ki so na kakršen koli način povzročeni ali h katerim so prispevala dejanja terorizma, vojne, uporov ali nemirov;
13. če so neposredna posledica jedrske reakcije ali sevanja;
14. če so posledica izgube ali dogodka, za katerega v teh pogojih ni izrecno navedeno, da je zanj podano zavarovalno kritje;
15. za storitve, ki jih nudi kateri koli izvajalec, ki ni pogodbeni partner asistenčne družbe ali asistenčna družba zanj ni jamčila, ter za storitve, ki jih ne organizira asistenčna družba;
16. če so posledica zavarovančevih tveganih ravnanj v povezavi s kakršnim koli poslom, trgovanjem ali poklicem, razen če je to izrecno dogovorjeno v polici;
17. če so posledica kakršnega koli zračnega prevoza zavarovanca, razen če je bil kot potnik, ki je plačal prevoznino na rednem letalskem ali čarterskem letu po ustaljeni poti;
18. ki so povezani z nezgodo ali poškodbo, ki se je zgodila, ko se je zavarovanec udeleževal nevarnih aktivnosti, jamarstva ali alpinizma, smučanja in deskanja na snegu zunaj urejenih smučišč, skakanja s padalom, jadralnega padalstva, balonarstva, jadralnega zmajarstva, voženj relija in vseh drugih hitrostnih tekmovanj, razen peš ter vseh organiziranih športov, ki se jih zavarovanec udeležuje poklicno ali temeljijo na sponzorstvu;
19. vožnje motornih vozil brez ustreznega veljavnega vozniškega dovoljenja;
20. ki so povezani s kozmetičnimi operacijami za popravo videza, razen če je kirurški poseg nujen zaradi akutne bolezni ali iznakaženosti, ki jo krije to zavarovanje;
21. če so posledica dejstva, da zavarovanec aktivno služi v oboroženih silah katere koli države;
22. če so posledica dejstva, da zavarovanec aktivno sodeluje v vojni (razglašeni ali nerazglašeni), invaziji, dejanju tujega sovražnika, sovražnosti, državljanski vojni, uporu, izgredu, revoluciji ali vstaji;
23. če so posledica telesne poškodbe, bolezni, smrti, izgube, stroškov ali kakršne koli druge obveznosti, povezane z virusom HIV (*Human Immunodeficiency Virus*) ali aidsom (*Acquired Immune Deficiency Syndrome*) oziroma kakršnim koli podobnim drugim sindromom, ne glede na to, kako se imenuje, razen če se zavarovanec okuži med medicinsko preiskavo, preskusom ali zdravljenjem (vendar le, če to ni povezano z zlorabo drog ali spolno prenosljivimi boleznimi);
24. za operacije ali zdravljenja, ki jih je mogoče brez tveganja preložiti na čas vrnitve zavarovanca v državo njegovega bivanja.

8. člen OBVEZNOSTI ZAVAROVALNICE

V skladu s temi pogoji, ki so sestavni del zavarovalne pogodbe, se zavarovalnica zavezuje v zameno za plačilo premije zavarovancu nuditi navedena zavarovalna kritja in mu v njihovih okvirih povrniti nastale stroške.

9. člen REŠEVANJE ZAHTEVKOV ZAVAROVANCA

(1) Zavarovanec mora preveriti, ali je njegov zahtevek krit, in sicer v polici in njenih ustreznih delih, rokih in pogojih ter med izključitvami. Zavarovanec mora hraniti vse originalne račune, potrdila, uradna zdravniška poročila, vstopnice, pogodbe, potrdila o plačilih s kreditno

kartico in preostala dokazila, saj jih je treba predložiti v podporo zahtevku. Poleg tega je treba hraniti tudi morebitna druga dokazila za predložitev na zahtevo zavarovalnice.

(2) Asistenčna družba mora biti obveščena o vseh nezgodah, postopkih ali katerih koli drugih dogodkih, ki imajo lahko za posledico zahtevek, in sicer pisno v roku 15 dni od datuma dogodka oz. takoj, ko bo to mogoče. Zavarovanec vsa potrdila, informacije, soglasja in dokazila, ki jih zahteva asistenčna družba, predloži na lastne stroške. Zavarovanec mora obrazec za zahtevek izpolniti in poslati asistenčni družbi v tridesetih 30 dneh od nastanka stroška. Ta rok je mogoče podaljšati na podlagi predhodnega dovoljenja asistenčne družbe, kadar spremna dokumentacija ni na voljo pravočasno. Vsi predloženi dokumenti v zvezi z zahtevkom morajo biti v izvirniku.

10. člen DOLŽNOSTI ZAVAROVALNICE PO ZAVAROVALNEM PRIMERU

(1) Če nastane zavarovalni primer, mora zavarovalnica izplačati zavarovalnino v roku štirinajst dni, šteto od dneva, ko razpolaga z vso dokumentacijo, na podlagi katere lahko odloča o temelju in višini zahtevka. Če znesek njene obveznosti ni ugotovljen v tem roku, mora zavarovalnica zavarovancu oziroma upravičencu na njegovo zahtevo izplačati nesporni del svoje obveznosti kot predujem.

(2) Zavarovalnica plača ob vsakem zavarovalnem primeru obračunano škodo v celoti, vendar največ do višine zavarovalnih vsot, določenih v teh pogojih.

(3) Če potekajo v zvezi z zavarovalnim primerom civilni ali kazenski postopki, je zavarovalnica upravičena, da do njihovega zaključka ugovarja zapadlosti svoje dajatve. Kadar zavarovalnica krije zahtevke več zavarovancev z eno zavarovalno vsoto, le-ta pa ne zadošča za njihovo kritje, izplača zavarovancem sorazmeren del zavarovalnine tako, da seštevek izplačanih zneskov ne presega zavarovalne vsote.

11. člen PRAVICE ZAVAROVALNICE

(1) V primeru nezgode, ki jo povzroči tretja oseba, ima zavarovalnica pravico do povračila stroškov, ki jih je plačal zavarovancu, od povzročitelja nezgode.

(2) Zavarovalnica si pridržuje pravico do regresa vseh nastalih stroškov v primeru, ko se naknadno ugotovi, da je zavarovalni primer nastal zaradi kronične bolezni, čezmernega uživanja alkohola ali zdravil in drugo, navedeno v 4. členu.

12. člen POSEBNE IZKLJUČITVE

(1) Od asistenčne družbe se ne more zahtevati, da zagotovi zavarovancu storitve, ki je po njenem mnenju na območjih, kjer obstaja tveganje vojne, političnih ali drugih okoliščin, ki bi takšne storitve onemogočile ali pa bi bile upravičeno neizvedljive.

(2) Poleg splošnih izključitev iz 6. člena so iz kritja izvzete tudi vse storitve, ki so bile zagotovljene brez predhodnega soglasja asistenčne družbe.

(3) Poleg splošnih izključitev iz 6. člena veljajo za zavarovalna kritja, ki se nanašajo na zamudo prtljage ali leta še naslednje posebne izključitve, ki se nanašajo na naslednje postavke, pogoje, dejavnosti in z njimi povezani ali iz njih izvirajoče stroške:

1. zahtevki, ki se nanašajo na dodatno opremo za vozila ali čolne;
2. izguba ali škoda zaradi:
   - moljev, zajedavcev, obrabe, ozračja ali klimatskih razmer oziroma postopnega kvarjenja;
   - mehanskih ali električnih okvar;
   - vsakršnih primerov čiščenja, popravil, obnavljanja ali spreminjanja;
   - več kot razumnega deleža skupne vrednosti kompleta, če je izgubljeni ali poškodovani predmet del para ali kompleta;
3. izgube, ki ni prijavljena policiji, letalski družbi, linijski družbi ali njihovemu zastopniku v roku 24 ur po odkritju in pridobitvi pisnega poročila;
4. zaplembe ali pridržanja na carini oziroma s strani drugih organov oblasti;
5. kraje predmetov iz nenadzorovanih vozil, razen če so v zaklenjenem prtljažniku;
6. zahtevki zaradi izgube ali kraje iz bivališča, razen če obstajajo dokazi o nasilnem vstopu, ki ga potrdi tudi policijsko poročilo;
7. prenosnega telefona, fotoaparata, kamere, MP3 predvajalnika in prenosnega računalnika, razen če so bili zavarovancu odtujeni s silo s strani tretje osebe;
8. osebnega denarja, dragocenosti in nakita, ki so kadar koli ostali brez nadzora, razen če so bili shranjeni v hotelskem sefu ali v zaklenjenem sobnem sefu;
9. izgube ali poškodovanja kontaktnih leč;
10. izgube osebnega blaga, ki si ga je zavarovanec izposodil, najel ali ga zakupil;
11. devalvacije valute ali finančnega primanjkljaja zaradi napak ali opustitev med bančno transakcijo;
12. plačila za prve 4 ure zamude;
13. zamude kot posledice dejstva, da zavarovanec ni prispel na mesto odhoda pravočasno glede na okoliščine, ki so mu bile znane v tistem času;
14. zamude kot posledice dejstva, da zavarovanec ni predložil ustreznih zahtevanih dokumentov;
15. zamude, ki je nastala kot posledica začasne ustavitve ali preklica storitve s strani kateregakoli uradnega organa;
16. z višjo silo povzročene preprečitve izpolnitve ali takojšnje izpolnitve pogodbenih obveznosti prevoznika. Za višjo silo šteje kateri koli dogodek, ki ga prevoznik ni mogel predvideti in se mu izogniti kljub svoji dolžni skrbnosti. Takšni dogodki lahko vključujejo vojno ali grožnjo le-te, izgrede, civilne konflikte, dejansko ali zagroženo teroristično dejavnost, industrijske spore, naravne ali jedrske katastrofe, neugodne vremenske razmere, požar in vse podobne dogodke, ki so izven nadzora prevoznika.

(4) Poleg splošnih izključitev iz 6. člena veljajo za zavarovalna kritja, ki se nanašajo na nujne zdravstvene ali zobozdravstvene storitve, zdravila ali vrnitev v domovino, še naslednje posebne izključitve, ki se nanašajo na naslednja zdravljenja, postavke, pogoji, dejavnosti in z njimi povezani ali iz njih izvirajoče stroške:

1. zahtevki povezani s posledicami kronične bolezni, čezmernega uživanja alkohola, drog ipd. V primeru, da se ta dejstva ugotovijo naknadno, si zavarovalnica pridržuje regresno pravico za vse stroške, ki jih je zavarovalnica na podlagi takšnih zahtevkov že izplačala;
2. zahtevki, ki nastanejo po zaključku zadrževanja v tujini;
3. stroški optičnih pripomočkov, razen če so nastali kot posledica nujnega primera;
4. zdravljenje, ki ga je opravil nekdo, ki ni usposobljen zdravnik;
5. stroški, nastali kot posledica dogodka, do katerega je prišlo v Republiki Sloveniji ali v državi stalnega ali začasnega prebivališča zavarovanca;
6. stroški, ki so nezdravstvene narave, npr. telefonski klici (razen nujnih klicev v klicni center asistenčne družbe), časopisi itd.; posebne storitve v bolnišnici – višji standard (lastna soba, posebna namestitev itd.);
7. storitve, opravljene brez pooblastila in/ali udeležbe oz. odobritve asistenčne družbe;
8. stroški, nastali zaradi zdravljenja, ki ni potrjeno z zdravniškim izvidom. Zavarovanec daje zavarovalnici in asistenčni družbi ter njenim pogodbenikom izrecno pooblastilo, da v njegovem imenu pridobijo in preučijo njegovo zdravniško dokumentacijo, ki se nanaša na dogodek, ki je predmet obravnave po tem zavarovanju;
9. stroški prevoza, če je zavarovanec po mnenju lečečega zdravnika zdravstveno sposoben vrniti se v državo svojega stalnega prebivališča na prvotno načrtovani način.

(5) Poleg splošnih izključitev iz 6. člena veljajo za zavarovalna kritja, ki se nanašajo na poškodbo ali smrt zavarovanca, še naslednje posebne izključitve, ki se nanašajo na naslednja zdravljenja, postavke, pogoje, dejavnosti in z njimi povezani ali iz njih izvirajoče stroške:
1. stroški, ki bi bili plačljivi tudi, če se dogodek, v katerem je posredovala asistenčna družba, ne bi zgodil;
2. več kot en zahtevek po tej zavarovalni pogodbi v povezavi z istim zavarovalnim primerom;
3. zahtevki, ki so posledica zdravniške ali kirurške oskrbe, razen v primerih, kjer je zaradi telesnih poškodb takšno zdravljenje nujno;
4. telesne poškodbe, ki jih je zavarovanec utrpel drugje kot v času nahajanja v tujini;
5. posledice nezgode, nastale v Republiki Sloveniji ali v državi stalnega ali začasnega prebivališča.

(6) Poleg splošnih izključitev iz 6. člena veljajo za zavarovalna kritja, ki se posredno ali neposredno nanašajo na pravno zastopanje in odgovornost zavarovanca, še naslednje posebne izključitve, povezane z naslednjimi dejavnosti in z njimi povezanimi ali iz njih izvirajočimi stroški:
1. odgovornost, ki je bila prevzeta s strani zavarovanca s pogodbo razen v primeru, ko bi do te odgovornosti prišlo tudi brez pogodbe
2. odgovornost, ki izvira iz zavarovančeve pridobitne dejavnosti (poslovna, trgovska, poklicna ali zaposlitvena ali odgovornost za dostavo dobrin ali storitev);
3. posest, lastništvo ali uporaba vozil, zračnih ali vodnih plovil (razen desk za deskanje na vodi, ročno poganjanih čolnov na vesla, splavov ter kanujev);
4. prenos katerekoli nalezljive bolezni ali virusa;
5. kriminalna ali naklepna dejanja zavarovanca;
6. dogodki, povezani z igranjem golfa;
7. dogodki ali nesreče, povezane z zimskimi športi. Za zimske športe štejejo naslednje športne aktivnosti: airboarding, big foot smučanje, športno drsanje, suha smuka, smučanje / hoja po ledenikih, vožnja s sanmi s pasjo vprego (organizirana, netekmovalna, z lokalnim vodičem), gokart na ledu (po navodilih organizatorja), rekreativno drsanje, surfanje na ledu, skiro sankanje, ski – blading, ski boarding, tek na smučeh, smučanje po smučiščih, smučanje – mono, smučanje izven smučišč – z vodičem, sankanje, spust s sanmi, vožnja s sanmi, vožnja s sanmi kot potnik (sani vleče konj ali jelen), snow blading, snow boarding/deskanje, pohodi s krpljami, spuščanje z zračnicami po snegu, zimska hoja (izključno z uporabo kramponov in cepinov). Za smučišče šteje prepoznavna in označena površina za smučanje na področju smučarskega središča.

13. člen PREMIJA

(1) Znesek, ki ga mora zavarovalec plačati zavarovalnici. Višina premije je navedena v polici. K premiji se obračuna tudi ustrezni davek od prometa zavarovalnih poslov.

(2) Pri večletnih ali permanentnih zavarovalnih pogodbah mora zavarovanec premijo za prvo zavarovalno leto plačati ob sklenitvi zavarovalne pogodbe, premije za naslednja zavarovalna leta pa prvi dan vsakega nadaljnjega zavarovalnega leta.

(3) Če je dogovorjeno, da se premija plačuje v obrokih, mora biti prvi obrok vplačan ob sklenitvi pogodbe, razen če ni drugače dogovorjeno. Ob nastanku zavarovalnega primera ima zavarovalnica pravico zahtevati takojšnje plačilo vseh obrokov premije za zavarovalno leto.

(4) Če je dogovorjeno, da se premija plačuje v obrokih ali za nazaj, se lahko obračunajo redne obresti od zneska premije, za katero je dogovorjena odložitev plačila. Če obrok ni plačan do dneva zapadlosti, ima zavarovalnica pravico do zakonskih zamudnih obresti in pravico zahtevati takojšnje plačilo vseh še nezapadlih obrokov.

(5) Če je premija plačana po pošti ali banki, velja za čas plačila dan, ko je bil dan nalog za plačilo pošti ali banki. V primeru, da ob plačevanju premije ni naveden točen sklic, iz katerega bi bilo razvidno, katera premija oziroma kateri obrok premije in po kateri zavarovalni pogodbi se plačuje, se šteje, da se plačuje tista neplačana premija oziroma tisti obrok premije, ki je po dnevu zapadlosti najstarejši in sicer ne glede na vrsto zavarovalne pogodbe, ki je sklenjena pri zavarovalnici.

(6) V primeru prenehanja zavarovalne pogodbe zaradi neplačane zapadle premije, mora zavarovalec plačati premijo za čas do dneva prenehanja pogodbe ali celotno premijo za tekoče zavarovalno leto, če je do dneva prenehanja veljavnosti pogodbe nastal zavarovalni primer, za katerega mora zavarovalnica plačati zavarovalnino. Zavarovalec je dolžan povrniti tudi popust na premijo, ki mu je bil priznan za dogovorjeni čas zavarovanja, kot je opredeljeno v prejšnjem odstavku.

(7) Zavarovalnica ima pravico, da ob kakršnem koli izplačilu iz zavarovanja od zavarovalnine odtegne vse zapadle in neplačane premije tekočega zavarovalnega leta kakor tudi druge zapadle obveznosti zavarovalca do zavarovalnice iz preteklih let.

(8) Obveznost zavarovalnice, da izplača zavarovalnino preneha v primeru, če zavarovalec do zapadlosti ne plača premije, ki je zapadla po sklenitvi pogodbe, in tega tudi ne stori kdo drug, ki je za to zainteresiran, po tridesetih dneh od dneva, ko je bilo zavarovalcu vročeno priporočeno pismo zavarovalnice z obvestilom o zapadlosti premije, pri čemer pa ta rok ne more izteči prej, preden ne preteče trideset dni od zapadlosti premije.

(9) Zavarovalnica lahko po izteku roka iz 7. odstavka tega člena, če je zavarovalec v zamudi s plačilom premije, ki jo je treba plačati po sklenitvi pogodbe oziroma druge in naslednjih premij, razdre zavarovalno pogodbo brez odpovednega roka, s tem da razdrtje zavarovalne pogodbe nastopi z iztekom roka iz 7. odstavka tega člena in s prenehanjem zavarovalnega kritja, če je bil zavarovalec na to opozorjen v priporočenem pismu z obvestilom o zapadlosti premije in o prenehanju zavarovalnega kritja.

(10) Če zavarovalec, v primerih ko zavarovalnica ni razdrla zavarovalne pogodbe, plača premijo po izteku roka iz 7. odstavka tega člena, vendar v enem letu od zapadlosti premije, je zavarovalnica dolžna, če nastane zavarovalni primer, plačati zavarovalnino od 24. ure po plačani premiji in zamudnih obresti. Če zavarovalec premije v tem roku ne plača, zavarovalna pogodba preneha veljati s potekom zavarovalnega leta.

14. člen ODPOVED ZAVAROVALNE POGODBE

(1) V primeru odpovedi odhoda v tujino se lahko zavarovalna pogodba odpove, vendar le do začetka trajanja zavarovanja, kot je napisano v polici. V tem primeru zavarovalnica vrne 85% vplačane premije. Odpoved v nobenem primeru ni možna po začetku zavarovalnega kritja.

(2) V primeru, če je bila zavarovalna pogodba sklenjena na daljavo (preko spleta, telefona ipd) in za zavarovalno obdobje daljše od 30 dni, lahko zavarovalec brez razloga zavarovalno pogodbo odpove vendar najkasneje 14 dni pred začetkom zavarovanja. V tem primeru zavarovalnica vrne celoten znesek vplačane premije. Odstop mora biti pisen in vložen na zavarovalnico do izteka roka, pri čemer se šteje, da je vložen v roku, če je do izteka roka priporočeno oddan na pošti. Zavarovalnica je v tem primeru upravičena obdržati premijo (stroške) za vsak dan, ko je nudila zavarovalno kritje. Zavarovalec nima pravice do odstopa od pogodbe po tem odstavku pri zavarovalnih pogodbah z veljavnostjo, krajšo od enega meseca.

(3) Če trajanje zavarovanja ni določeno v pogodbi oziroma, če je v zavarovalni pogodbi dogovorjen rok trajanja z možnostjo, da se pogodba podaljšuje za enako časovno obdobje, sme vsaka stranka od nje odstopiti z dnem zapadlosti premije, le da mora o tem pisno obvestiti drugo stranko najmanj 3 mesece pred zapadlostjo premije.

15. člen SUBROGACIJA

(1) Zavarovalnica z dnem plačila zavarovalnine po teh pogojih prevzame zavarovančeve pravice in lahko uveljavlja vse njegove pravice, vključno s pravico do povračila stroškov od katere koli tretje osebe, katere dejanja ali opustitve so odgovorne za zahtevek po tem zavarovanju.

(2) Subrogacija ne velja za člane zavarovančevega gospodinjstva.

(3) Zavarovanec mora pomagati zavarovalnici uveljaviti pravico do subrogacije.

(4) Zavarovanec odgovarja zavarovalnici za vsa svoja dejanja in opustitve, ki škodujejo pravicam zavarovalnice do tretjih oseb.

16. člen GOLJUFIJA

Če zavarovanec ali kdor koli drug v njegovem imenu skuša z goljufijo skleniti zavarovalno pogodbo in/ali pridobiti storitve ali koristi v okviru te zavarovalne pogodbe, zavarovalnica nima po tej zavarovalni pogodbi nikakršne obveznosti.

17. člen SPREMEMBE ZAVAROVALNE POGODBE

(1) Če zavarovalnica spremeni zavarovalne pogoje ali premijski cenik, mora o spremembi zavarovalca pisno ali na drug primeren način obvestiti vsaj 60 dni pred potekom tekočega zavarovalnega leta.

(2) Zavarovalec ima pravico, da v 60-ih dneh po prejemu obvestila odpove zavarovalno pogodbo. Pogodba preneha veljati s potekom tekočega zavarovalnega leta.

(3) Če zavarovalec ne odpove zavarovalne pogodbe, se ta z začetkom prihodnjega leta spremeni v skladu z novimi zavarovalnimi pogoji ali premijskim cenikom.

(4) Zavarovalnica si pridržuje pravico popraviti morebitne zastopnikove računske ali druge napake, o čemer mora zavarovalnica zavarovalca pisno obvestiti. Zavarovalec ima pravico, da v primeru nestrinjanja s popravki (spremembami zavarovalne pogodbe s strani zavarovalnice) v roku 15 dni od prejema obvestila odstopi od zavarovalne pogodbe, pri čemer odpoved učinkuje za naprej. V primeru, če zavarovalec od zavarovalne pogodbe v tem roku ne odstopi, se šteje, da se s temi popravki/spremembami strinja, zato zavarovalna pogodba od izteka tega roka dalje velja z upoštevanimi popravki (spremembami zavarovalne pogodbe s strani zavarovalnice).

18. člen OSTALA DOLOČILA

(1) Zavarovalnica krije samo stroške, ki niso zajeti v drugih policah, ki zavarovancu nudijo kritje za enaka tveganja kot zavarovalna pogodba, sklenjena po teh pogojih pri zavarovalnici.

(2) Nobene pravice po tej pogodbi ni mogoče odstopiti ali prenesti na tretje osebe, razen z izrecnim soglasjem zavarovalnice.

(3) Neuveljavljanje pravice ali nadomestila, ki je priznano eni od strank v tej pogodbi, ne pomeni odpovedi taki pravici ali nadomestilu.

(4) Zavarovalnica in asistenčna družba na noben način ne odgovarjata za ravnanja izvajalcev storitev, ki se organizirajo in plačajo v okviru zavarovalnega kritja po teh pogojih. Odgovornost zavarovalnice ali asistenčne družbe za morebitno nekvalitetno izvedbo del ali storitev s strani posameznih izvajalcev je izključena.

19. člen VARSTVO OSEBNIH PODATKOV

(1) Zavarovalec oziroma zavarovanec do preklica dovoljuje zavarovalnici in njenim pooblaščenim podjetjem za zastopanje in posredovanje zavarovanj, da v svojih zbirkah shranjujejo, obdelujejo in uporabljajo njegove osebne podatke, ki so potrebni za izvajanje zavarovanja in za namene obveščanja zavarovalca in zavarovanca o novostih in ponudbah s področja finančnih produktov.
(2) Zavarovanec pooblašča zavarovalnico in asistenčno družbo, da v njegovem imenu pridobi in vpogleda v zdravstveno dokumentacijo ter drugo dokumentacijo, ki je potrebna za ugotavljanje okoliščin za sklenitev zavarovanja in pri ugotavljanju obveznosti zavarovalnice.
(3) Zavarovalec dovoljuje zavarovalnici, da posreduje osebne podatke (osebno ime, naslov stalnega ali začasnega prebivališča, telefonsko številko, naslov elektronske pošte ter številko telefaksa) tudi drugim družbam, ki so z zavarovalnico v kapitalskih povezavah - t.j. vsem družbam, vključenim v KD Holding ter drugih z zavarovalnico povezanim odvisnim ali obvladujočim družbam. Le te lahko podatke uporabijo samo za namen neposrednega trženja, med drugim za namene obveščanja zavarovalca o novostih in ponudbah s področja finančnih produktov. Zavarovalec tudi dovoljuje, da zavarovalnica njune podatke pridobi od upravljavcev zbirk osebnih podatkov in jih posreduje biroju zelene karte ali drugemu organu, ki rešuje škodne primere.
(4) Zavarovalec oziroma zavarovanec lahko kadarkoli zahteva, da se preneha z uporabo njegovih osebnih podatkov za namen neposrednega trženja po prejšnjem odstavku. Zavarovalnica se obvezuje, da bo najkasneje v 15 dneh preprečila uporabo osebnih podatkov, za katero je bilo dano dovoljenje po prejšnjem odstavku tega člena.
(5) Zavarovalnica se obvezuje, da bo vse osebne podatke skrbno varovala v skladu z veljavno zakonodajo s področja varovanja osebnih podatkov.

20. člen REŠEVANJE SPOROV

(1) Zavarovalec, zavarovanec ali upravičenec lahko v 15 dneh po prejemu pisne odločitve zavarovalnice vloži pisno pritožbo na zavarovalnico, ki mora pritožbo obravnavati skladno z internim pravilnikom. Odločitev pritožbene komisije je dokončna in nadaljnji postopki pri zavarovalnici niso možni.
(2) V primeru nestrinjanja z dokončno odločitvijo zavarovalnice se lahko po posebnem dogovoru nadaljuje postopek za izvensodno rešitev spora pri Mediacijskem centru, ki deluje v okviru Slovenskega zavarovalnega združenja, pri Evropskem centru za reševanje sporov, glede določenih razlogov pa tudi pred Varuhom dobrih poslovnih običajev v zavarovalništvu.
(3) Za razmerja iz zavarovalne pogodbe, ki niso urejena s temi pogoji, se uporablja slovensko pravo.
(4) V primeru sodnega spora je za reševanje pristojno sodišče v Kopru.
(5) Za izvajanje nadzora nad zavarovalnico je pristojna Agencija za zavarovalni nadzor, Trg republike 3, Ljubljana.

PREGLEDNICA ZAVAROVALNIH KRITIJ »MULTIRISK«

	ZAVAROVALNA KRITJA	A	B	C
	Skupaj za vsa zavarovalna kritja največ do zavarovalne vsote:	**25.000 €**	**50.000 €**	**100.000 €**
1	**Nujne zdravstvene storitve v primeru nezgode**	√	√	√
2	**Nujne zdravstvene storitve v primeru bolezni**	√	√	√
3	**Zdravila**	√	√	√
4	**Nujne zobozdravstvene storitve**	150 €	250 €	400 €
5	**Vrnitev v domovino**	√	√	√
6	**Spremstvo mladoletnega otroka**	√	√	√
7	**Prevoz družinskega člana**	letalska vozovnica	letalska vozovnica	letalska vozovnica
8	**Povratek v primeru smrti družinskega člana**	√	√	√
9	**Prevoz posmrtnih ostankov v domovino zavarovanca**	√	√	√
10	**Preklic leta**	100 €	150 €	250 €
11	**Izguba / kraja prtljage**	150 €	250 €	400 €
12	**Zamuda prtljage / leta**	30 €	60 €	90 €
13	**Izguba osebnih dokumentov**	√	√	√
14	**Pravna pomoč**	√	√	√
15	**Predujem varščine**	do 2.500 €	do 5.000 €	do 10.000 €
16	**Zavarovanje odgovornosti zasebnika**	25.000 €	50.000 €	100.000 €
17	**Nujno nakazilo denarja**	2.000 €	3.000 €	4.000 €
18	**Prenos nujnih sporočil**	√	√	√
19	**Nezgodna smrt**	10.000 €	20.000 €	30.000 €
	Starostna omejitev	75 let	75 let	75 let
	Starostna omejitev (potrebna dodatna premija)	85 let	85 let	85 let
	Starostna omejitev (potrebna dodatna premija)	nad 85 let	nad 85 let	nad 85 let
	Geografska veljavnost	cel svet	cel svet	cel svet
	√ - vključeno			

GENERAL TERMS AND CONDITIONS FOR THE "MULTIRISK" PERSONAL TRAVEL INSURANCE WITH CORIS TRAVEL ASSISTANCE ABROAD 01-MULTI-01/13

TRANSLATION: Only the Slovene version shall be legally binding

The following terms contained in these General Terms and Conditions shall mean:

Policyholder	- The person who has concluded the insurance contract;
The Insured	- The person whose property interest is insured and who is stated in the policy;
Policy	- A document proving the conclusion of the insurance contract for travel insurance with assistance abroad, issued by the Insurance Company to the Insured travelling abroad;
Accident	- Any sudden and unexpected event which occurs during the validity of insurance independently of the Insured's will, and which is externally induced and results in a bodily injury or even death of the Insured;
Acute illness	- A disease that occurs suddenly and expressly during the validity of insurance, and the progression of which is not slowing down and requires urgent medical help due to severe pain or due to the Insured's life being at risk;
Insurance Company	- Adriatic Slovenica zavarovalna družba d.d. Koper;
Assistance Company	- Assistance CORIS, d.o.o., Ul. bratov Babnik 10, 1000 Ljubljana, Slovenia;
Disease	- A disease is a combination of clinical problems and manifestations, which are diagnosed by a medical institution and registered in an official medical document, and which limit Insured's abilities while being abroad;
Urgent dental treatment	- Includes dental treatment to suppress the pain due to the accident, the inflammation of dental pulp, abscess or tooth extraction in accordance with the dental diagnosis;
Insurance contract	- The contract on the provision of assistance, concluded by and between the Policyholder and the Insurance Company;
Insured event	- An event covered by this insurance and which occurs during the application period of this insurance;
Pre-existing disease or injury	- A disease or injury which the Insured was diagnosed with and for which he/she received treatment already before the insurance commencement.

Article 1 SCOPE OF INSURANCE CONTRACT

The scope of the insurance contract is to provide insurance coverage to the Insured in accordance with these Terms and Conditions.

Article 2 CONTACTING THE ASSISTANCE COMPANY

If an event occurs that might lead into a claim in accordance with this contract, the Insured or a person authorised by him/her must immediately contact the Assistance Company at the telephone number **+386 1 519 20 20**, but not later than within 48 hours in case of hospitalisation or multiple out-patient treatments.

Article 3 LIABILITIES ATTACHING TO THE INSURED

The Insured shall undertake due diligence in trying to prevent any loss, damage, accidents, bodily injuries or diseases. Moreover, he/she shall protect, keep and/or find his/her belongings and do everything in his/her power to limit the costs incurred.

Article 4 SCOPE OF INSURANCE

(1) The Insured is a person travelling outside of the Republic of Slovenia and outside of the country of his/her permanent and temporary residence. The Insured who concludes the insurance contract with the Insurance Company and pays the premium determined by the Insurance Company shall also be considered the Policyholder (i.e. the person who has concluded the insurance contract).

(2) In **family insurance** the Insured are the persons who are stated in the policy and who live in shared household and are connected by family relationship: a spouse or a partner from another legally recognised form of relationship, their children, stepchildren or adoptees up to the age of 26 years.

(3) In **group insurance** the Insured are the persons who are stated in the policy or in the attachment to the policy and who form a group. A group consists of nine (9) or more persons. If there are less than nine (9) persons, the provisions for an individual insurance shall apply unless otherwise agreed.

(4) Under these Terms and Conditions, the Insured can only be persons until their fulfilled 75th year of age. Persons older than 75 years may also be insured against additional premium payment.

(5) The insurance cover shall only apply abroad, i.e. outside of the country where the Insured has registered permanent or temporary residence.

(6) The Insured shall inform the Insurance Company in advance about the planned activities during his/her stay abroad in the following cases:
1. work abroad, which requires major physical effort;
2. preparations for a sports competition or participation at such sports competition;
3. hiking or trekking above 3,000 metres above sea level;
4. free climbing, diving or underwater fishing, kiting (kitesurfing, kiteboarding) or heliskiing.

In these cases, the insurance shall apply only against the payment of additional premium.

(7) The insurance period in which the Insurance Company covers the risks specified in the policy shall start at 00:00 hrs on the day stated in the policy as the insurance commencement date, however not before the premium has been paid, unless otherwise expressly agreed by the parties. The insurance shall terminate at 24:00 hrs on the last day of the policy period.

(8) The insurance contract must be concluded and the premium paid before the Insured departs abroad, unless otherwise expressly agreed by the parties in writing.

(9) If the insurance contract is concluded for a full year, the insurance shall apply for an unlimited number of the Insured's departures abroad in that year, provided that the Insured is not abroad more than 90 days each time.

(10) In the event of a distance insurance contract, the insurance contract is concluded when the premium is paid, which the Policyholder proves with the premium payment receipt.

(11) If it is agreed that the premium be paid:
1. upon the conclusion of the contract and the premium has not been paid, the liability of the Insurance Company to pay the contractually agreed benefit shall start at 24:00 hrs on the day when the premium is paid;
2. after the contract is concluded, the liability of the Insurance Company to pay the benefit stated in the contract shall start on the day stated in the contract as the insurance commencement date.

(12) If the insurance duration is not specified in the contract or if it is specified with the possibility of extending the contract for the same period of time, each party may rescind the contract on the premium maturity date, provided that he/she has informed the other party about this a minimum of three (3) months before the maturity of the premium.

(13) If the insurance is taken out for more than three (3) years, each party may after the end of such period rescind the contract with a six-month notice period, provided that he/she has informed the other party about this in writing.

(14) The insurance must be taken out while the Insured is in the Republic of Slovenia. If the Insured is outside of the territory of the Republic of Slovenia when the insurance contract is being concluded, the insurance cover under these Terms and Conditions shall only take effect after the end of five (5) days from the insurance commencement date.

(15) The insurance policy may be renewed five (5) days before the end of the current policy period at the latest. If the insurance is renewed after the end of the above-mentioned period, there will be no insurance cover for illness in the first five (5) days (deferment period). Deferment period shall not apply if the Insured is in the Republic of Slovenia when the insurance is being renewed.

Article 5 INSURANCE COVER

(1) The insurance covers the following for the Insured:

1. **Urgent medical services in case of accident**
   The cost of urgent medical services abroad, which are a consequence of an accident involving the Insured abroad, is covered up to the amount stated in the policy.
2. **Urgent medical services in case of disease**
   The cost of urgent medical services abroad, which are a consequence of disease or acute illness of the Insured abroad (however only in the event of a pre-existing disease) is covered up to the amount stated in the policy.
3. **Medicines**
   The cost of prescription medicines is covered up to the sum stated in the policy. This cost is included in the costs referred to in points 1 and 2 of this paragraph.
4. **Urgent dental services**
   The cost of urgent dental services abroad, which are necessary to stop the acute pain suffered by the Insured, is covered up to the amount stated in the policy.
5. **Return to home country**
   The cost of Insured's return to the home country is covered up to the amount stated in the policy and they are included in the cost referred to in points 1 and 2 of this paragraph. The insurance coverage applies only in the following cases:
   a) medically justified transportation of the Insured to the nearest hospital providing proper medical care;
   b) urgent return from abroad to the country of the Insured's permanent residence after an accident or acute illness (however only in the event of a pre-existing disease). The insurance cover shall apply only if:
      - the Insured's medical condition enables the transportation;
      - it is a matter of a life-threatening medical condition of the Insured;
      - the Insured is expected to be hospitalized for more than five (5) days and the transportation is possible without the use of a medical airplane/helicopter.
6. **Accompanying a minor**
   If a minor is left without an adult to accompany them, the Assistance Company will organise and pay an airplane ticket (economy class) for someone to accompany such child until their return home. In case a minor is hospitalized, the Assistance Company will organize and pay an airplane ticket and reasonable costs of accommodation for the person who will accompany such minor.
7. **Transportation of a family member**

If the Insured is expected to be hospitalized more than five (5) days due to an accident abroad, the Assistance Company will organise and pay an airplane ticket (economy class) for one of the close family members (children, partner, parents, brother or sister) on the Insured's wish.

8. **Return in the event of death of a family member**
   If a family member of the Insured (children, partner, parents, brothers or sisters, spouse's parents and equivalent persons) suddenly dies during private journey abroad, the Assistance Company will organise and pay the return to the country of residence or origin for all the Insured of the same level of family relations with the deceased Insured. Official death certificates and evidence on the level of family relations must be sent to the Assistance Company immediately when this is possible.
9. **Transportation of mortal remains to the Insured's home country**
   The insurance covers the cost of appropriate transportation of the Insured's mortal remains from abroad to the county of his/her permanent residence. Such cost is included in the costs referred to in points 1 and 2 of this paragraph.
10. **Flight cancellation**
    Any necessary expenses incurred on the Insured due to the cancellation of flight (accommodation, purchase of small size necessities, telephone charges and other) shall be covered up to the amount stated in the policy.
11. **Lost/stolen luggage**
    c) If the Insured loses luggage or it gets stolen while the Insured is abroad, he/she shall be entitled to the benefit as compensation for the loss, up to the amount specified in the policy. In order to receive the benefit, the Insured shall provide an accurate description of property including the date of purchase and the value of property.
    d) Luggage shall be any personal use items, which the Insured has brought abroad and which are under constant supervision, and which were:
       - misappropriated from the Insured (theft/robbery) but only if the event is reported to the police not later than within 24 hours and that the Insured as provided a police report about this to the Insurance Company;
       - lost during transportation, which was organised under the responsibility of a third party, however only upon the presentation of the transporter's note that the luggage has been lost and the search has ended.
12. **Luggage/flight delay**
    If the luggage/flight of the Insured is at least four (four) hours late, the expenses of urgent items bought by the Insured will be covered up to the amount specified in the policy.
13. **Loss of personal documents**
    If official personal documents are lost (passport and/or personal ID), the Assistance Company will offer help to the Insured. The cost of making of new official personal documents is not covered.
14. **Legal assistance**
    The Assistance Company will organise legal assistance to the Insured by providing names and addresses of attorneys and law firms for his/her legal defence if the Insured is prosecuted for criminal or civil responsibility under the law applicable at the Insured's destination, in relation with the damage caused by the Insured's negligence to third parties or for unintentional disobedience of laws or local administrative regulations in a private life situation. The cost for the legal defence of the Insured is not covered.
15. **Bail advance**
    If the Insured is obliged to pay bail to local authorities, the Assistance Company will provide bail for the Insured, however to a maximum of the amount stated in the policy. Prior to the bail being transferred, the Insured will sign a commitment to return the amount. The Insured shall return this amount within 30 days after having received the invoice from the Assistance Company.
16. **Liability insurance of a sole proprietor**
    a) The insurance covers the loss for civil and legal compensation claims (including lawyer's fees and other expenses – together up to the amount specified in the policy), which third persons enforce against the Insured for a sudden and unexpected loss event (accident), which occurs in the time when the Insured is abroad and results in:
       - bodily injury or disease of any person who is not employed by the Insured or is not any of the Insured's close relatives or household members. Under these Terms and Conditions, relatives are the Insured's partner, Insured's lineal relatives or collateral relatives up to the fourth cousins, persons related by marriage, step mother and step father, foster parents and spouse's parents;
       - the damage or loss on property, which is not owned or manager or supervised by the Insured, his/her relative or employee or any of the Insured's household members.
    b) The Insured must inform, in the shortest possible time, the Assistance Company about any event which might give rise to a compensation claim.
    c) The Insured shall provide all letters, calls or other documents to the Assistance Company immediately after having received them.
    d) The Insured must not admit responsibility or pay, offer payment or promise payment, or negotiate on any claim without the written consent of the Assistance Company.
    e) The Assistance Company may, if it wants, take over the defence of the Insured in the matter of any compensation claim or another proceedings initiated by a third party. The Assistance Company is entitled to run any negotiations or settlement proceedings of any such claim by a third party, and the Insured shall provide to the Assistance Company all necessary data and help it might need to defend the Insured in the case of a compensation claim.
    f) In case of the Insured's death, the Insured's protection under this policy shall be transferred to the Insured's legal representative/representatives, if they act in accordance with the provisions of these Terms and Conditions.
17. **Urgent money transfer**
    If the Insured sends to the Assistance Company a request for financial aid, which is covered under this insurance contract, and if the Insured must pay unexpected costs related to the event for which he/she is requesting aid, the Assistance Company will, on the

Insured's request, transfer him/her the requested amount of money in the local currency, however not more than up to the amount stated in the policy for such cover. The amount must be paid in advance or guaranteed by the Insured's relatives, while the cost of transfer will be covered by the Insurance Company.

18. **Transmission of urgent messages**
    If the occurrence of the insured event under these Terms and Conditions also requires a change of the Insured's accommodation abroad, the Assistance Company will arrange the transmission of urgent message and booking services. Any urgent messages will be transferred to the Insured's family or to the desired business address. The Assistance Company will also adapt hotel and airplane bookings, rent-a-car reservations and it will coordinate any meetings as instructed by the Insured.
19. **Accidental death**
    If, while staying abroad, the Insured suffers a bodily injury that independently of other reasons causes his/her death, the Insurance Company will pay the insured sum stated in the policy to the Insured's heir/heiress.

Article 6 RISK CIRCUMSTANCES

(1) Prior to concluding as well as throughout the duration of the insurance contract, the Policyholder shall be obliged to report to the Insurance Company any circumstances which are important to assess the risk and which he/she was aware of or could not prevent staying unaware of. The circumstances important to assess the risk are in particular the circumstances known to the Policyholder and based on which the premium has been determined and accounted for, as well as those, which are stated in the insurance contract. The Policyholder and the Insurance Company may determine such circumstances together.

(2) The Policyholder shall enable the Insurance Company an overview and assessment of risk.

Article 7 GENERAL EXCLUSIONS

(1) The insurance cover under these Terms and Conditions does not apply to the cover of costs:

20. which are more specifically covered or are recoverable under any other contract or policy (except for the case of accidental death) or under another public program of insurance, provided that these costs do not exceed the payment or allowance payable under such contract or program of insurance;
21. if they are a result of a pre-existing disease or injury (e.g. wounds, repeated dislocations and sprains) or a condition for which the Insured is being treated, is receiving medical aid or counselling also when being abroad or when planning the trip abroad;
22. which have arisen while travelling abroad where the Insured travels instead of being advised by a doctor not to go through with it;
23. occurred while staying abroad where the Insured has set off in order to be treated;
24. occurred while staying abroad where the Insured has set off after having received final medical diagnosis;
25. in connection with mental disorders or conditions for which the Insured has already received treatment beforehand;
26. for pregnancy, regular check-ups during pregnancy, typical nuisances in the time of pregnancy and while giving birth except in cases of saving mother's or child's life;
27. which are in any way connected with conscious self-inflicted injuries or disease, reckless behaviour, abuse of alcohol, drugs or other prohibited substances, or with self-exposure to unnecessary risk (except in case of trying to save a human life);
28. if they are a consequence of a suicide or attempted suicide;
29. if they are a consequence of the Insured's failure to take every precaution necessary to protect himself/herself or his/her property;
30. if they are a consequence of a planned or implemented unlawful conduct;
31. or any claims related to any participation in the use, release or threats of using any kind of nuclear weapon, devices, chemical or biological substances, as well as claims for costs, which have in any way been incurred by or contributed by acts of terrorism, war, rebellions or riots;
32. if they are a direct result of a nuclear reaction or radiation;
33. if they are a consequence of loss or an event, for which these Terms and Conditions do not explicitly state that is covered by insurance;
34. for services offered by any performer who is not a contractual partner of the Assistance Company or the Assistance Company did not guarantee for such performer, as well as for services which are not organized by the Assistance Company;
35. if they are a consequence of Insured's risky conducts connected with any business, trading or profession, unless this has been explicitly agreed in the policy;
36. if they are a result of any kind of air transportation of the Insured, unless the Insured was a passenger who paid the transportation fee for a regular or charter flight through the standard procedure;
37. which are connected with an accident or injury, which occurred while the Insured took part in dangerous activities, speleology or alpinism, skiing or snowboarding outside of ski resorts, parachuting, paragliding, ballooning, hang-gliding, rally and any other speed races except walking and any organised sport where the Insured is engaged professionally or are sponsorship based;
38. driving motor vehicles without holding appropriate official permits;
39. which are connected with any cosmetic surgery intended for corrections of the appearance, except if a surgery is urgent due to an acute illness or deformation, which is covered under this insurance;
40. if they are a result of the fact that the Insured is actively serving the armed forces of any country;
41. if they are a result of the fact that the Insured is actively engaged in war (whether declared or undeclared), invasion, act of a foreign enemy, hostility, civil war, rebellion, riot, revolution or insurrection;
42. if they are a result of a bodily injury, disease, death, loss, costs or any other necessity related with the HIV virus (*Human Immunodeficiency Virus*) or AIDS (*Acquired Immune Deficiency Syndrome*) or any other similar syndrome, regardless of its name, unless the Insured gets infected during a medical examination, test or treatment (however only if this is not connected with drug abuse or sexually transmitted diseases);

43. operation or medical treatment, which can be postponed without any consequences to the time when the Insured will return to the country of his/her permanent residence.

Article 8 OBLIGATIONS ATTACHING TO THE INSURANCE COMPANY

In accordance with these Terms and Conditions, which are an integral part of the insurance contract, the Insurance Company undertakes to offer all the indicated insurance covers to the Insured in exchange of the payment of the premium, as well as to reimburse the Insured for all the costs incurred within the framework of the insurance covers.

Article 9 INSURED'S CLAIMS PROCESSING

(1) The Insured shall check if his/her claim is covered, namely in the policy and its parts, as suitable, under deadlines and terms and conditions and exclusions. The Insured shall keep all original receipts, certificates, official medical reports, tickets, contracts, credit card payment receipts and other evidence, as these shall be submitted to support the claim. In addition, any other evidence shall be kept and submitted on request by the Insurance Company.

(2) The Assistance Company must be informed in writing about any accident, proceeding or any other event that might result in a claim, within 15 days from the date of event or immediately when this is possible. The Insured shall present all the certificates, information, consents and evidence, as required by the Assistance Company, at his/her expense. The Insured shall fill out a claim form and send it to the Assistance Company within 30 days after the cost has been incurred. This deadline may be extended based on previous consent by the Assistance Company, in the event that the accompanying documents are not available on time. All the presented documents related to the claim shall be originals.

Article 10 OBLIGATIONS ATTACHING TO THE INSURANCE COMPANY AFTER THE INSURED EVENT

(1) In case the insured event occurs, the Insurance Company shall pay the benefit within fourteen days starting from the date when it has received the entire documentation based on which it is able to establish the basis and the amount of the claim. If the sum of its liability is not established within this period, the Insurance Company shall pay, on the Insured's or Beneficiary's request, the incontestable part of its liability in the form of advance payment.

(2) Upon each insured event, the Insurance Company shall pay the established loss in full, however not exceeding the amount of sums insured, which are determined in these Terms and Conditions.

(3) If the insured event is a subject of civil or criminal proceedings, the Insurance Company shall be obliged to object the maturity of its dues until the proceedings have ended. When the Insurance Company covers claims of several Insured with one sum insured and such sum is not high enough to cover the claims, the Insurance Company shall pay to all such Insured a proportional part of the benefit in the way that the sum total of the paid amounts does not exceed the sum insured.

Article 11 RIGHTS ATTACHING TO THE INSURANCE COMPANY

(1) In the event of an accident caused by a third party, the Insurance Company shall have the right to be reimbursed the costs paid to the Insured, from the person responsible for the accident.

(2) The Insurance Company reserves the right of recourse for all the costs occurred, if it is subsequently established that the insured event has resulted from a chronic disease, excessive consumption of alcohol or narcotics or other, as referred to in Article 4 herein.

Article 12 SPECIAL EXCLUSIONS

(1) The Assistance Company cannot be required to ensure services to the Insured who it believes is in an area where there is risk of war, political or other circumstances, which might prevent such services or make it justifiably impossible to implement such services.

(2) In addition to the general exclusions referred to in Article 6, the cover shall also not apply for any service which was ensured without prior consent by the Assistance Company.

(3) In addition to the general exclusions referred to in Article 6, the following special exclusions shall apply for the types of insurance cover, which refer to luggage or flight delay; such special exclusions refer to the following items, conditions, activities or costs related to or arising from them:

1. claims referring to additional equipment for vehicles or boats;
2. loss or damage caused by:
   - moths, rodents, wear, atmosphere or climatic conditions or gradual deterioration;
   - mechanical or electrical failure;
   - any type of cleaning, repair, recovery or alteration;
   - more than the reasonable share of the total value of set, if the lost or damaged item is a part of a pair or set;
3. loss that is not reported to the police, airline company, line company or their agents within 24 hours after it was found and a written report obtained;
4. confiscation or detention at the customs office or by other authorities;
5. theft of items from unsupervised vehicles, except if such items are in a locked car boot;
6. claims due to the loss or theft from place of accommodation, except if there is evidence of entry with violence, which is also confirmed by the police report;
7. mobile phone, camera, MP3 player and portable computer, except if the Insured had these items with him/her in the time of their dispossession;

8. cash, valuables and jewellery, which were at any time left unsupervised, unless they were kept in a hotel safety deposit box or in a locked room safety deposit box;
9. loss or damage to contact lenses;
10. loss of personal items borrowed, rented or leased by the Insured;
11. currency devaluation or financial deficit due to mistakes or abandonments during a bank transaction;
12. payment for the first four (4) hours of delay;
13. delay as a consequence of the fact that the Insured did not arrive at the place of departure in time considering the circumstances known to the Insured at that time;
14. delay as a consequence of the fact that the Insured failed to present suitable required documents;
15. delay as a consequence of the suspension or cancellation of service by any authority;
16. the prevention of fulfilment or immediate fulfilment of the transporter's contractual obligations due to force majeure. Force majeure shall be any event that could not have been anticipated or avoided by the transporter despite his due care. Such events may include war or threat of war, riots, civil conflicts, actual or threatened terrorist activity, industrial disputes, natural or nuclear disasters, unfavourable weather conditions, fire and any similar events, which cannot be controlled by the transporter.

(4) In addition to the general exclusions referred to in Article 6, the following special exclusions shall apply for the insurance covers, which refer to urgent medical or dental services, medicines, return to the homeland; such special exclusions refer to the following treatments, items, conditions, activities or costs related to or arising from them:

1. claims related to consequences of a chronic illness, excessive consumption of alcohol, drug abuse, etc. If such facts are established subsequently, the Insurance Company reserves the right to recourse for all the expenses that have already been paid by the Insurance Company based on such claims;
2. claims that occur after the end of the stay abroad;
3. costs of optical accessories, except if occurred as a result of emergency;
4. treatment performed by a non-trained medical doctor;
5. costs incurred as a result of an event, which occurred in the Republic of Slovenia or in the country of the Insured's permanent or temporary residence;
6. costs of non-medical nature, such as telephone calls (other than emergency calls to the Assistance Company's call centre), newspapers, etc.; special services in hospital – high standard (private room, special accommodation, etc.);
7. services performed without authorisation and/or participation or approval by the Assistance Company;
8. costs resulting from treatment which is not evidenced with a medical report. The Insured hereby gives the Insurance Company and the Assistance Company and its contractors explicit authorisation to obtain, on his/her behalf, and examine his/her medical documentation that relates to the event, which is the subject of treatment under this insurance;
9. the cost of transportation, provided that the attending doctor believes the Insured to be in a medical condition that enables him/her to return to the country of his/her permanent residence as originally planned.

(5) In addition to the general exclusions referred to in Article 6, the following special exclusions shall apply for the insurance covers, which refer to an injury or death of the Insured; such special exclusions refer to the following treatments, items, conditions, activities or costs related to or arising from them:

1. the costs that would be payable even if the event that required the intervention by the Assistance Company would not have happened;
2. more than one claim under this insurance contract connected with the same insured event;
3. the claims that are a consequence of medical or surgical treatment, except if severe bodily injuries urgently require such treatment;
4. bodily injuries suffered by the Insured elsewhere than while being abroad;
5. consequences of an accident that occurred in the Republic of Slovenia or in the country of permanent or temporary residence.

(6) In addition to the general exclusions referred to in Article 6, the following special exclusions shall apply for the insurance covers, which refer, directly or indirectly, to legal representation and Insured's liability; such special exclusions are connected with the following activities and costs, which are related to or arise from them:

1. the liability assumed by the Insured under the contract, except if such liability would occur even if there was no contract;
2. the liability arising from the Insured's gainful activity (business, commercial, occupational or employment, or liability for the delivery of goods or services);
3. the possession, ownership or use of vehicles, aircraft or watercraft and vessels (except surfs for surfing, hand powered boats propelled by oars, rafts and canoes);
4. the transmission of any transmitted disease or virus;
5. Insured's criminal or wilful conduct;
6. events connected with playing golf;
7. events or accidents related to winter sports. Winter sports shall be the following sports activities: airboarding, big foot skiing, competitive ice skating, dry skiing, glacier skiing/walking, dog sledding (organised, uncompetitive, with a local guide), ice karting (as instructed by the organizer), recreational ice skating, ice surfing, scooter sledding, ski-blading, ski boarding, cross-country skiing, skiing on ski runs, skiing – mono, skiing outside ski runs – with a guide, sledding (downhill, riding), sledding as a passenger in sled (sled is pulled by a horse or deer), snow blading, snowboarding, snowshoeing, riding in snow with tires, winter walking (only with the use of crampons and ice axes). A ski run shall be a marked and easily recognised area intended for skiing in the area of a ski resort.

Article 13 PREMIUM

(1) The sum payable to the Insurance Company by the Policyholder. The amount of the premium is specified in the policy. The corresponding tax on insurance services is added to the premium.
(2) In case of long-term or permanent insurance contracts, the Insured shall pay the premium for the first policy year upon the conclusion of the contract, and the premium for each subsequent year on the first day of each such subsequent policy year.
(3) If it is agreed for the premium to be paid in instalments, the first instalment shall be paid upon the conclusion of the contract, unless otherwise agreed. Upon the occurrence of the insured event, the Insurance Company shall be entitled to request immediate payment of all instalments of the premium for the policy year.
(4) If it is agreed for the premium to be paid in instalments or retroactively, regular interest may be charged on the amount of premium for which the deferment of payment has been agreed. If an instalment is not paid by the maturity date, the Insurance Company shall have the right to charge legal default interest and to demand immediate payment of all non-past due instalments.
(5) If the premium is paid at a post office or bank, the date of payment shall be the day when the payment order was submitted at a post office or bank. If the reference is not clearly stated on the payment order, thus making it impossible to see which premium or which instalment of premium and the type of insurance contract is being paid for, it shall be considered that the default premium or the instalment of premium, which is the oldest by the maturity date, is being paid for, regardless of the type of insurance contract, which has been concluded with the Insurance Company.
(6) In case the insurance contract ends because of a default premium, the Policyholder shall pay the premium for the time until the contract termination date of the contract or the total premium for the current policy year, if the insured event for which the Insurance Company must pay the benefit has occurred by the termination date of the contract validity. The Policyholder shall also return the discount on the premium, which was awarded to him/her for the agreed duration of insurance, as determined in the previous paragraph.
(7) The Insurance Company has the right to deduct from the benefit all past due and default premiums of the current policy year as well as other default liabilities the Policyholder has to the Insurance Company from previous years.
(8) The liability of the Insurance Company to pay the benefit shall terminate if the Policyholder has not paid, by the maturity date, the premium which fell due after the conclusion of the contract, and if no interested party has done this after thirty days from the date when the Policyholder was served the Insurance Company's registered letter with the notice on the premium maturity, whereby this period cannot end before the end of thirty days from the maturity of the premium.
(9) After the end of the deadline referred to in the seventh paragraph of this Article, the Insurance Company may rescind the insurance company without notice period, if the Policyholder is in default with the payment of the premium which must be made after the conclusion of the contract or the second and subsequent premiums; the rescission of the contract shall start at the end of the deadline referred to in the seventh paragraph of this Article and with the end of the insurance cover, provided that the Policyholder was informed about this in the registered letter with the notice on the maturity of the premium and on the end of the insurance cover.
(10) If, in cases when the Insurance Company has not rescinded the insurance contract, the Policyholder pays the premium after the end of the deadline referred to in the seventh paragraph of this Article within one year after the maturity of the premium, the Insurance Company shall be obliged, in case the insured event occurs, to pay the benefit from 24:00 hrs after the premium and default interest have been paid. If the Policyholder does not pay the premium within this period of time, the insurance contract will end with the end of the policy year.

Article 14 CANCELLATION OF INSURANCE CONTRACT

(1) The insurance contract may be cancelled in case the departure abroad is cancelled, but only by the insurance commencement date, such as stated in the policy. In such event, the Insurance Company shall return 85% of the paid premium. The cancellation is not possible after the insurance cover has started.
(2) In the event of a distance insurance contract (concluded online, via telephone, etc.), which has been concluded for a period longer than 30 days, the Policyholder may cancel the contract, however not later than 14 days before the insurance commencement. The cancellation must be made in writing and submitted to the Insurance Company by the end of the deadline, whereby it shall be considered that the cancellation has been filed in time if it was sent by registered mail by the end of the deadline. In this case, the Insurance Company shall be entitled to keep the premium (costs) for each day when it provided insurance cover. Under this paragraph, the Policyholder shall not have the right to cancel the contract in case of insurance contracts, which are valid less than one month.
(3) If the insurance duration is not specified in the contract or if it is specified with the possibility of extending the contract for the same period of time, each party may rescind the contract on the premium maturity date, provided that such party has informed the other party about this a minimum of three (3) months before the maturity of the premium.

Article 15 SUBROGATION

(1) On the day when the benefit is paid under these Terms and Conditions, the Insurance Company assumes the Insured's rights and may enforce any of the Insured's rights, including the right to the reimbursement of costs from any third party whose actions or abandonments have led to a claim under this insurance.
(2) Subrogation does not apply for the Insured's household members.
(3) The Insured shall be obliged to help the Insurance Company to enforce the right to subrogation.
(4) The Insured shall be responsible to the Insurance Company for all of his/her actions and abandonments, which harm the rights of the Insurance Company to third parties.

Article 16 FRAUD

If the Insured or any other person tries to conclude the insurance contract on the Insured's behalf by fraud and/or obtain services or benefits within the framework of this insurance contract, the Insurance Company shall have no liability under this insurance contract.

Article 17 CHANGES TO INSURANCE CONTRACT

(1) Should the Insurance Company change the insurance Terms and Conditions or the premium rating system, it must inform the Policyholder about the change in writing or in another appropriate way at least 60 days prior to the end of the current policy year.
(2) The Policyholder has the right to cancel the insurance contract within 60 days after having received the notice. The contract shall be terminated when the current policy year ends.
(3) Should the Policyholder not cancel the insurance contract, the contract will be changed in compliance with the new terms and conditions of insurance or the premium rating system from the beginning of the following year.
(4) The Insurance Company reserves the right to correct any calculation or other mistakes made by the agent; the Policyholder must be informed in writing about any such correction. The Policyholder shall have the right to rescind the insurance contract within 15 days from the receipt of notice, provided that he/she does not agree with the corrections (changes to the insurance contract by the Insurance Company), whereby the rescission has a prospective effect. If the Policyholder does not rescind the insurance contract within this period of time, it shall be considered that he agrees with these corrections/changes, therefore the insurance contract shall apply from the end of this period onwards with the corrections (changes to the insurance contract by the Insurance Company).

Article 18 OTHER PROVISIONS

(1) The Insurance Company shall only cover the costs which are not included in other policies and which offer cover to the Insured for the same risks as the insurance contract concluded with the Insurance Company under these Terms and Conditions.
(2) No right under this contract may be assigned or transferred to third parties, except with explicit consent of the Insurance Company.
(3) Non-enforcement or a right or allowance, which is recognised to one party to this contract, shall not mean the waiver of such right or allowance.
(4) The Insurance Company or Assistance Company shall in no way be responsible for actions of service performers who are organised and paid within the framework of the insurance cover under these Terms and Conditions. The responsibility of the Insurance Company or the Assistance Company for any poor quality implementation of works or services by individual performers is excluded.

Article 19 PROTECTION OF PERSONAL DATA

(1) Until recall, the Policyholder or the Insured hereby allow the Insurance Company and the brokerage companies authorized by it to keep, process and use in their databases his/her personal data, which are needed for the implementation of insurance and for the purposes of informing the Policyholder or the Insured about news and offers related to financial products.
(2) The Insured hereby authorizes the Insurance Company and the Assistance Company to obtain and check on his/her behalf the medical documentation which is necessary to establish the circumstances for taking out the insurance and to establishing the Insurance Company's liability.
(3) The Policyholder hereby also allows the Insurance Company to provide personal data (name, permanent or temporary address, telephone number, e-mail address and telefax number) to other companies connected with the Insurance Company in terms of capital, i.e. all companies included in KD Holding and other affiliated or managing companies connected with the Insurance Company. These companies can use data only for direct marketing purposes including purposes of informing the Policyholder about news and offers related to financial products. The Policyholder also allows the Insurance Company to obtain necessary data from personal database administrators and provide them to the green card bureau or another body engaged in loss event settlement.
(4) The Policyholder or the Insured may at any time demand the Insurance Company to stop using their personal data for direct marketing purposes from the previous paragraph. The Insurance Company hereby undertakes to prevent the use of personal data, for which permission was given according to the previous paragraph of this Article, not later than within 15 days.
(5) The Insurance Company hereby undertakes to keep all personal data with due diligence and care, pursuant to the applicable personal data protection law.

Article 20 SETTLEMENT OF DISPUTES

(1) The Policyholder, the Insured or the Beneficiary may within 15 days after having received a written decision from the Insurance Company file a written complaint to the Insurance Company, which must treat the complaint in accordance with its internal rules. The decision of the complaint committee shall be final and no further proceedings at the Insurance Company shall be possible.
(2) In case of disagreement with the decision made by the Insurance Company, proceedings for out-of-court settlement of dispute at a mediation centre operating within the Slovenian Insurance Association may be continued if a special agreement is made. In certain cases this may be even brought before the Insurance Ombudsman.
(3) Slovenian law shall apply for relations concerning the insurance contract, which are not regulated herein.
(4) The Court in Koper shall be competent for deciding on any judicial disputes.
(5) The Insurance Supervision Agency, Trg republike 3, Ljubljana, is competent for the supervision over the Insurance Company.

"MULTIRISK" INSURANCE COVER CHART

	INSURANCE COVERS	A	B	C
	Total for all insurance covers, a maximum up to the sum insured:	**€25,000**	**€50,000**	**€100,000**
1	**Urgent medical services in case of accident**	√	√	√
2	**Urgent medical services in case of disease**	√	√	√
3	**Medicines**	√	√	√
4	**Urgent dental services**	€150	€250	€400
5	**Return to homeland**	√	√	√
6	**Accompanying a minor**	√	√	√
7	**Transportation of a family member**	Airplane ticket	Airplane ticket	Airplane ticket
8	**Return in case of death of a family member**	√	√	√
9	**Transportation of mortal remains to Insured's homeland**	√	√	√
10	**Flight cancellation**	€100	€150	€250
11	**Luggage loss/theft**	€150	€250	€400
12	**Luggage/flight delay**	€30	€60	€90
13	**Loss of personal documents**	√	√	√
14	**Legal assistance**	√	√	√
15	**Bail advance**	Up to €2,500	Up to €5,000	Up to €10,000
16	**Liability insurance of sole proprietor**	€25,000	€50,000	€100,000
17	**Urgent money transfer**	€2,000	€3,000	€4,000
18	**Transmission of urgent messages**	√	√	√
19	**Accidental death**	€10,000	€20,000	€30,000
	Age limit	75 years	75 years	75 years
	Age limit (additional premium required)*	85 years	85 years	85 years
	Age limit (additional premium required)**	above 85 years	above 85 years	above 85 years
	Geographic coverage	worldwide	worldwide	worldwide
	√ - included			