# Splošni pogoji Tujina AS

Splošni pogoji za zavarovanje oseb v tujini z asistenco (v nadaljevanju pogoji) so sestavni del zavarovalne pogodbe, ki jo zavarovalec sklene z Adriaticom Slovenico Zavarovalno družbo d. d. (v nadaljevanju zavarovalnica).

**IZRAZI V TEH POGOJIH POMENIJO:**

**Zavarovalec** – oseba, ki z zavarovalnico sklene zavarovalno pogodbo in je dolžna plačati premijo.
**Zavarovanec** – oseba, katere premoženjski interes je zavarovan oziroma ji pripadajo zavarovalne pravice.
**Upravičenec** – oseba, ki je upravičena do zavarovalnine oziroma povračila stroškov v primeru nastanka zavarovalnega primera.
**Polica** – listina o sklenjeni zavarovalni pogodbi.
**Zavarovalna pogodba** – pogodba za zavarovanje oseb v tujini z asistenco, ki jo skleneta zavarovalec in zavarovalnica.
**Premija** – znesek, ki ga zavarovalec plača zavarovalnici po zavarovalni pogodbi.
**Zavarovalnina** – znesek, ki ga zavarovalnica plača zavarovancu v okviru določil zavarovalne pogodbe.
**Zavarovalni primer** – z zavarovalno pogodbo krit škodni dogodek, ki mora biti bodoč, negotov in neodvisen od volje zavarovanca.
**Asistenca** – pomoč zavarovancu, ki se znajde v težavi v času nahajanja v tujini.
**Asistenčni center** – asistenčni klicni center zavarovalnice, ki organizira in izvede asistenco, in ki ga je potrebno ob nastopu zavarovalnega primera oziroma potrebe po asistenci za koriščenje storitev po tej zavarovalni pogodbi obvezno poklicati na njegovo telefonsko številko, ki je navedena na polici.
**Tujina** – področje, kjer zavarovalnica zavarovancu v skladu z zavarovalno pogodbo nudi zavarovalno kritje. Za tujino se ne šteje domovina.
**Domovina** – država, kjer ima zavarovanec stalno bivališče. Če zavarovanec nima stalnega bivališča, se upošteva njegovo prijavljeno začasno bivališče.

## 1. člen ZAVAROVANCI

(1) Pri posameznem zavarovanju je zavarovanec oseba, ki je navedena na polici.
(2) Pri družinskem zavarovanju so zavarovanci 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 njuni 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 predstavljajo skupino. Skupina pomeni 9 ali več oseb, ki skupaj istočasno odhajajo na isto destinacijo v tujino. 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 do dopolnjenega 75. leta starosti. Z ustreznim doplačilom na premijo se lahko zavarujejo tudi osebe, starejše od 75 let.

## 2. člen VELJAVNOST ZAVAROVANJA

(1) Zavarovalno kritje se začne ob 00:00 uri tistega dne, ki je v polici naveden kot začetek zavarovanja, če je do takrat plačana premija. Če premija do tedaj ni plačana, se začne zavarovalno kritje ob 00:00 uri naslednjega dne, ko je plačana.
(2) Zavarovalno kritje preneha ob 24:00 uri tistega dne, ki je v polici naveden kot dan prenehanja zavarovanja.
(3) 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. Zavarovalna pogodba je sklenjena, ko pogodbenika podpišeta polico.
(4) Če ni drugače dogovorjeno, učinkuje zavarovalna pogodba od 00:00 ure dneva, ki je v polici označen kot dan začetka zavarovanja, pa vse do konca zadnjega dneva, za katerega je zavarovanje sklenjeno.
(5) Če je dogovorjeno, da je treba premijo plačati:
   1. ob sklenitvi zavarovalne pogodbe in premija ni bila plačana, začne teči obveznost zavarovalnice, da izplača v pogodbi določeno zavarovalnino, ob 00:00 uri dne po dnevu plačila premije;
   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.
(6) V primeru sklepanja na daljavo je zavarovalna pogodba sklenjena s plačilom premije, kar zavarovalec dokazuje s potrdilom o plačilu premije.
(7) Zavarovanje je treba skleniti pred odhodom zavarovanca v tujino. Če se ob sklenitvi zavarovanec nahaja v tujini, zavarovalno kritje po teh pogojih prične veljati šele po preteku 5 dni od dneva, ki je na polici naveden kot začetek zavarovanja.
(8) 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 je zavarovanec ob obnovitvi nahajal v domovini.
(9) Zavarovalno kritje je veljavno samo v tujini.

## 3. člen OBSEG KRITJA

(1) Zavarovanje nudi naslednja zavarovalna kritja, ki so odvisna od izbranega paketa, navedenega v preglednici kritij na koncu teh pogojev:

**1. ASISTENČNE STORITVE:**
- dostopnost asistenčnega centra 24 ur na dan 7 dni v tednu,
- organizacijo nujne zdravstvene pomoči,
- organizacijo nujnih zdravstvenih prevozov zavarovanca,
- obveščanje zavarovanca in njegovih najbližjih,
- telefonske stroške za nujne klice na asistenčni center.

**2. STROŠKI:**

**2.1 Medicinska oskrba in obisk zdravnika**
Kriti so stroški nujne medicinske oskrbe in obiska zdravnika, ki so posledica nezgode ali bolezni zavarovanca v tujini.

**2.2 Zdravljenje**
Kriti so stroški nujnega zdravljenja, ki so posledica nezgode ali bolezni zavarovanca v tujini. Obsegajo zdravljenje do dne, ko zdravstveno stanje zavarovanca le temu dovoljuje prevoz v domovino, kjer bo nadaljeval z zdravljenjem. Stroški nujnega zdravljenja vključujejo tudi stroške zdravljenja za akutna poslabšanja, vendar le za naslednje kronične bolezni: bolezni srca, ledvičnih kamnov, žolčnih kamnov, astme in sladkorne bolezni. Kritje stroškov zdravljenja za akutna poslabšanja kroničnih bolezni je omejeno – omejitev je navedena v preglednici kritij, navedenih na koncu teh pogojev.

**2.3 Zdravila in zdravniški pripomočki**
Vključeni so stroški zdravil in zdravniških pripomočkov, izdanih na zdravniški recept ali predpisanih na zdravniškem izvidu.

**2.4 Nujne zobozdravstvene storitve**
V zavarovalno kritje so vključeni stroški za nujno zobozdravstveno pomoč, ki je potrebna za odpravo akutne bolečine zaradi bolezni ali sveže poškodbe zobovja, vključno z ekstrakcijo zoba.

**3. DODATNI STROŠKI:**

**3.1 Prevoz do najbližje bolnišnice in nazaj**
Vključeni so stroški prevoza zavarovanca do najbližje bolnišnice ali klinike in nazaj do mesta nastanitve v tujini.

**3.2 Prevoz v domovino**
Kriti so stroški prevoza obolelega ali poškodovanega zavarovanca v domovino, če zdravstveno stanje zavarovanca dopušča prevoz, pri čemer morata biti za to zavarovalno kritje podana dva pogoja, in sicer, da se za prevoz v domovino predhodno pridobi soglasje asistenčnega centra in da se zavarovanec iz zdravstvenih razlogov ne more vrniti v domovino na način, kot je to prvotno nameraval.

**3.3 Prevoz in bivanje za osebo, ki ostane v spremstvu zavarovanca**
Kriti so dodatni stroški prevoza in stroški bivanja za osebo, ki na zahtevo oziroma po priporočilu lečečega zdravnika ostane v spremstvu zavarovanca, oziroma stroški prevoza ožjega sorodnika iz domovine do kraja hospitalizacije, če zavarovancu ni mogoče zagotoviti drugačnega spremstva. Če je zavarovanec mladoletna oseba, se krijejo dodatni stroški prevoza in stroški bivanja za osebo, ki ostane v spremstvu zavarovanca, ne glede na to ali je spremstvo priporočil lečeči zdravnik.

**3.4 Spremstvo in prevoz mladoletnega otroka**
Kriti so stroški prevoza zavarovančevega otroka, mlajšega od 18 let, v domovino, kot tudi stroški prevoza njegovega spremljevalca v primeru zavarovančeve hospitalizacije ali smrti, če otrok ostane brez spremstva odrasle osebe.

**3.5 Prevoz družinskega člana**
Kriti so stroški obiska zavarovanca. Vključeni so stroški povratne vozovnice za javni prevoz (ekonomski razred) za enega družinskega člana (otrok, partner, starš, brat ali sestra, zakončev starš), če se zavarovanec v tujini nahaja sam in se iz zdravstvenih razlogov ne more vrniti v domovino ter je hospitaliziran več kot 7 dni iz razlogov, kritih po teh pogojih. Če se namesto javnega prevoza najame taksi prevoz, so kriti tudi ti stroški, vendar največ do višine zneska vozovnice za javni prevoz (avtobus ali vlak).

**3.6 Prevoz posmrtnih ostankov v domovino zavarovanca**
Kriti so stroški prevoza posmrtnih ostankov zavarovanca iz tujine v domovino.

**3.7 Vrnitev v domovino**
Kriti so stroški organizacije nujne vrnitve v domovino, če član družine (otrok, partner, starš, brat ali sestra, zakončev starš) težje zboli ali umre. Kriti so stroški prestavitve letalske vozovnice oziroma stroški povratnega rednega poleta (ekonomski razred), če prestavitev ni možna ali ni možna vožnja z vlakom (1. razred).

Stroški, navedeni v točkah od 3.3 do 3.5 tega odstavka, se ne povrnejo brez predhodnega soglasja asistenčnega centra.

**4. DODATNA KRITJA:**

**4.1 Preklic leta**
Če preklic leta in čakanje na naslednji let traja več kot 6 ur, so kriti stroški, ki nastanejo po tem času, in sicer za: nastanitev, prevoz do bližnje nastanitve, restavracijski obrok in napitke, vendar le ob predložitvi originalnih računov, ki so nastali v času med prvotno načrtovanim odhodom leta in dejanskim odhodom leta.

**4.2 Izguba/kraja prtljage**
a) Če se v času nahajanja zavarovanca v tujini izgubi njegova prtljaga ali je ta ukradena, mu pripada zavarovalnina kot nadomestilo za


ADRIATIC SLOVENICA Zavarovalna družba d.d., Ljubljanska cesta 3a, 6503 Koper; družba je vpisana v sodnem registru Okrožnega sodišča v Kopru; ID št. za DDV: SI63658011; matična št.: 5063361; osnovni kapital 42.999.529,80 EUR vplačan v celoti.

nastalo škodo. Za izplačilo zavarovalnine mora zavarovanec predložiti natančen opis te prtljage skupaj z datumom nakupa in vrednostjo. Znesek za izplačilo zavarovalnine je odvisen od vrednosti prtljage, izkazane z računi oziroma na podlagi cen, veljavnih na dan nastanka zavarovalnega primera, ter od starosti in obrabe prtljage, pri čemer se upošteva naslednje:

- prtljaga, stara do 6 mesecev – 100 % izplačilo zavarovalnine po dokazani vrednosti, vendar največ do zneska v preglednici kritij, navedeni na koncu teh pogojev;
- prtljaga, stara od 6 mesecev do 1 leta – 80 % izplačilo zavarovalnine po dokazani vrednosti, vendar največ do zneska v preglednici kritij, navedeni na koncu teh pogojev.

Za vsako nadaljnjo začeto leto starosti se izplačilo zavarovalnine zmanjša za dodatnih 10 %.

Za izplačilo zavarovalnine za prenosne mobilne naprave (telefoni, tablice ipd.), se upošteva znesek, ki ga je zavarovanec za prenosno mobilno napravo dejansko plačal (upoštevajo se tudi razne akcije, vezave naročniškega razmerja ipd.).

b) Za prtljago se štejejo predmeti, namenjeni osebni rabi, ki jih ima zavarovanec s seboj v tujini, pod stalnim nadzorom, in so bili zavarovancu:

- odtujeni (tatvina/rop), vendar le v primeru, da je dogodek prijavljen policiji najkasneje v roku 24 ur in 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.

**4.3 Zamuda prtljage/leta**

Če prtljaga/let zavarovanca zamuja več kot 4 ure, so kriti stroški, ki nastanejo po tem času, in sicer v primeru:

a) če pride do zamude leta, so kriti stroški za restavracijski obrok in napitke, nastali v času med prvotno načrtovanim odhodom leta in dejanskim odhodom leta, vendar le ob predložitvi originalnih računov in potrdila letalskega prevoznika o številu ur zamude in vzroku zamude;

b) če pride do zamude prtljage, so kriti stroški za nakup nujno potrebnih oblačil/obutve, zdravil in toaletnih potrebščin, vendar le ob predložitvi originalnih računov in potrdila letalskega prevoznika o številu ur zamude in vzroku zamude, in sicer samo v primeru, če pride do zamude prtljage v tujini.

**4.4 Izguba/kraja osebnih dokumentov**

Če zavarovanec izgubi ali so mu bili odtujeni (tatvina/rop) uradni osebni dokumenti, potrebni za povratno potovanje (potni list in/ali osebna izkaznica), so kriti stroški izdelave novih uradnih osebnih dokumentov. V primeru kraje osebnih dokumentov mora zavarovanec dogodek prijaviti policiji.

**4.5 Predujem varščine**

Če je zavarovanec dolžan lokalnim oblastem plačati kazensko varščino, bo zavarovalnica zanj založila varščino, vendar največ do višine zneska, ki je naveden v preglednici kritij, navedeni na koncu teh pogojev. Zavarovanec mora pred nakazilom varščine podpisati zavezo za vračilo tega zneska. Ta znesek je zavarovanec dolžan povrniti v roku 15 dni po prejetju računa zavarovalnice.

**4.6 Nujno nakazilo denarja**

Če zavarovanec asistenčnemu centru pošlje prošnjo za pomoč za dogodek, ki je krit po teh pogojih, in mora ob tem dogodku plačati tudi druge nepredvidene stroške, mu bo zavarovalnica na njegovo prošnjo nakazala zahtevani znesek denarja v lokalni valuti, vendar največ do višine zneska, ki je naveden v preglednici kritij, navedeni na koncu teh pogojev. Zavarovanec mora pred nakazilom podpisati zavezo za vračilo tega zneska. Ta znesek je zavarovanec dolžan povrniti v roku 15 dni po prejetju računa zavarovalnice.

**4.7 Organizacija storitev ob spremembi bivanja v tujini**

Če nastanek zavarovalnega primera po teh pogojih zahteva, da mora zavarovanec bivanje v tujini podaljšati, skrajšati ali spremeniti lokacijo, bo asistenčni center organiziral rezervacijske storitve in prenesel naprej vsa potrebna sporočila. Vsa nujna sporočila bo prenesel družini zavarovanca ali na želeni službeni naslov. Asistenčni center bo tudi prilagodil hotelske in letalske rezervacije, rezervacije za izposojo avtomobila ipd..

(2) Za nujne storitve štejejo le tiste storitve, ki so nujno potrebne za ohranjanje življenjskih funkcij ali preprečitev hudega poslabšanja zdravstvenega stanja nenadno obolelega ali poškodovanega zavarovanca.

(3) Skupni znesek stroškov na osebo, vključno s stroški, ki so z medicinskega stališča upravičeni, navedeni v 1. odstavku tega člena, za vse zavarovalne primere, ki nastanejo v času trajanja zdravstvenega zavarovanja, ne sme presegati zneska zavarovalne vsote v preglednici kritij, navedeni na koncu teh pogojev. Ne glede na navedeno je zavarovalno kritje stroškov zdravljenja za akutna poslabšanja kroničnih bolezni in nujnih zobozdravstvenih storitev omejeno in je podano le do zneska, ki je v preglednici kritij, navedeni na koncu teh pogojev. Navedena omejitev se v primeru akutnega poslabšanja kroničnih bolezni nanaša na vsa zavarovalna kritja po teh pogojih, zato zavarovalnina v teh primerih lahko skupaj znaša le do zneska omejitve.

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

(5) Zavarovanec mora 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 IZKLJUČITEV OBVEZNOSTI ZAVAROVALNICE

(1) V celoti so izključene vse obveznosti zavarovalnice, če je primer nastal kot posledica:

1. potresa;
2. aktivnega služenja zavarovanca v oboroženih silah;
3. aktivnega sodelovanja zavarovanca v vojni (razglašeni ali nerazglašeni), invaziji, dejanju tujega sovražnika, sovražnosti, državljanski vojni, terorizmu, uporu, izgredu, revoluciji, javnem shodu, zborovanju ali vstaji;
4. samomora ali poskusa samomora zavarovanca;
5. dogodkov, ki so na kakršen koli način povezani z zavestnim samopoškodovanjem ali povzročitvijo bolezni, brezumnim ravnanjem, dogodkov, do katerih pride, ko je zavarovanec pod vplivom alkohola ali drog ali drugih prepovedanih snovi oziroma dogodkov, kjer se zavarovanec po nepotrebnem izpostavi nevarnosti (razen v primeru poskusa rešitve človeškega življenja);
6. vožnje zavarovanca z motornimi in drugimi vozili brez ustreznih uradnih dovoljenj (vozniško, prometno dovoljenje);
7. namernega ali naklepnega kaznivega dejanja s strani zavarovanca;
8. dogodkov, ki so vezani na kakršen koli prispevek pri uporabi, sprostitvi ali grožnjah s kakršnim koli jedrskim orožjem ali napravami, kemičnimi ali biološkimi snovmi, kot tudi dogodkov, ki so na kakršen koli način povzročeni ali h katerim so prispevala dejanja vojne, uporov, vstaj ali nemirov;
9. radioaktivnih sevanj, epidemije, pandemije.

(2) Zavarovanje tudi ne krije asistenčnih storitev in ne krije nobenih stroškov v povezavi z dogodki, ki nastanejo kot posledica:

1. priprave ali udeležbe:
   - na avto-moto tekmovanjih, pri vožnjah po dirkališčih in pripadajočih treningih ter rekreativni udeležbi;
   - v športnem letalstvu, padalstvu, pri letenju z zmaji, z jadralnimi letali;
   - pri alpinizmu;
   - pri jamarstvu;
2. rekreativne udeležbe (razen, če je posamezna aktivnost posebej dogovorjena in to izhaja iz police):
   - pri planinarjenju in trekingu nad 3.000 metrov nadmorske višine;
   - pri potapljanju in podvodnem ribolovu;
   - pri kajtanju (kitesurfing, kiteboarding);
   - pri smučanju in deskanju na snegu izven urejenih smučišč ali heliskiingu;
   - pri prostem plezanju;
   - pri spustu s kolesi (downhill);
   - na drugih športnih tekmovanjih in treningih;
3. izvajanja ekstremnega športa ali če so v neposredni zvezi s še posebej nevarno dejavnostjo, ki je povezana z nevarnostjo, ki precej presega običajno tveganje pri nahajanju v tujini;
4. nastopa na ekspedicijah v neosvojena ali neraziskana področja;
5. telefonskih stroškov, razen nujnih klicev na asistenčni center;
6. izgube ali dogodka, za katere v teh pogojih ni izrecno navedeno, da je zanje podano zavarovalno kritje;
7. 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, preizkusom ali zdravljenjem (vendar le, če to ni povezano z jemanjem drog ali spolno prenosljivimi boleznimi).

(3) Zavarovalnica ne krije stroškov v naslednjih primerih:

1. če se zavarovanec na zahtevo zavarovalnice ne pusti pregledati zdravniku, ki ga imenuje zavarovalnica ali njeni predstavniki;
2. za storitve, ki jih nudi kateri koli izvajalec, ki ni pogodbeni partner zavarovalnice ali zavarovalnica zanj ni jamčila, ter za storitve, opravljene brez pooblastila in/ali udeležbe oziroma odobritve asistenčnega centra;
3. če so posledica kakršnega koli zračnega prevoza zavarovanca, razen če je potoval kot potnik, ki je plačal prevoznino;
4. če so posledica dejstva, da zavarovanec ni z vso dolžno skrbnostjo pazil, da bi preprečil izgubo, škodo, nezgode, telesne poškodbe ali bolezni sebe ali svoje lastnine;
5. ki bi jih zavarovanec moral plačati tudi, če se dogodek, v katerem je posredoval asistenčni center, ne bi bil zgodil.

(4) Izključene so vse obveznosti zavarovalnice v primeru dajanja neresničnih podatkov zavarovalca oziroma zavarovanca o trajanju zadrževanja v tujini, o okoliščinah dogodka, poškodbe ali vrsti bolezni ter kakršnih koli prevar ali ponaredb.

(5) Ne glede na druge določbe te zavarovalne pogodbe s tem zavarovanjem ni krita škoda, ki je nastala v neposredni ali posredni povezavi s terorističnim dejanjem, niti kateri koli stroški, ki so nastali kot posledica škode, in sicer niti v primeru, če je skupaj s terorističnim dejanjem na nastanek škode vplival še kak drug vzrok ali dejanje. Šteje se, da je teroristično dejanje vsako nasilno dejanje ali dejanje, ki ogroža človeško življenje, premično oziroma nepremično premoženje ali infrastrukturo, in sicer s silo, nasiljem ali grožnjo in je izvedeno zaradi političnih, verskih, ideoloških ali podobnih namenov ter ima namen vplivati ali vpliva na vlado kakšne države ali ima namen ustrahovati ali ustrahuje javnost oziroma kateri koli njen del. Za teroristično dejanje se šteje tako dejanje, ki je izvedeno samostojno, kakor tudi tisto, ki je izvedeno v povezavi s katero koli organizacijo ali oblastjo. Iz zavarovalnega kritja so izključeni tudi škoda in stroški, nastali zaradi preprečevanja oziroma zatiranja terorističnih dejanj.

(6) Od zavarovalnice se ne more zahtevati, da zagotovi zavarovancu storitve, kadar se le-ta nahaja na območju, kjer obstaja tveganje vojnih, političnih ali drugih okoliščin, ki bi takšne storitve onemogočile ali pa bi bile upravičeno neizvedljive.


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(7) Izključene so vse obveznosti zavarovalnice v primeru, če se zavarovanec ne ravna po navodilih, ki jih dobi od asistenčnega centra.
(8) Če zavarovanci, ko se znajdejo v težavi, ne pokličejo na asistenčni center, se šteje, da zavarovalni primer po teh pogojih ni nastal, zato zavarovalnica v tem primeru ni dolžna povrniti nikakršnih stroškov.

## 5. člen POSEBNE IZKLJUČITVE

(1) Poleg splošnih izključitev iz 4. člena teh pogojev veljajo za zavarovalna kritja, ki se nanašajo na **Zdravljenje, Zdravila in zdravniške pripomočke, Nujne zobozdravstvene storitve in Prevoz v domovino**, še naslednje posebne izključitve, ki se nanašajo na naslednja zdravljenja, postavke, pogoje, dejavnosti in z njimi povezane ali iz njih izvirajoče stroške:
   1. zahtevki, povezani s posledicami uživanja alkohola, jemanja drog ipd. Če se ta dejstva ugotovijo naknadno, si zavarovalnica pridržuje regresno pravico za vse stroške, ki jih je na podlagi takšnih zahtevkov že izplačala;
   2. poslabšanja že obstoječih ali ponavljajočih se bolezni, zaradi katerih je zavarovanec že bil zdravljen ali so se pojavile in niso bile v celoti odpravljene pred začetkom zavarovanja oziroma pred odhodom v tujino, ter vseh kroničnih bolezni in stanj, razen tistih, ki so navedene v 2.2 točki 1. odstavka 3. člena teh pogojev;
   3. ponavljajočih se izvinov in izpahov ter zdravljenja poškodb, ki so nastale pred začetkom trajanja zdravstvenega zavarovanja oziroma pred odhodom v tujino;
   4. zobozdravstvenih storitev, razen nujne zobozdravstvene pomoči, ki je potrebna za odpravo akutne bolečine zaradi bolezni ali sveže poškodbe zobovja, vključno z ekstrakcijo zoba, do zneska v preglednici kritij, navedeni na koncu teh pogojev;
   5. prevoza za težave, ki se lahko zdravijo na kraju dogodka;
   6. zdravljenja, ki ga nudi oseba, s katero zavarovanec potuje;
   7. nalezljivih spolnih bolezni;
   8. nosečnosti, rednih pregledov v času nosečnosti, tipičnih težav v času nosečnosti, poroda po 37. tednu nosečnostne starosti, razen v primeru reševanja življenja matere oziroma otroka;
   9. prekinitve nosečnosti;
   10. posebne storitve v bolnišnici – nadstandard, kot je enoposteljna soba, TV, posebne nastanitve itn.;
   11. operacije ali zdravljenja, ki se lahko prestavi brez kakršnih koli posledic na čas vrnitve v domovino;
   12. zahtevki, ki nastanejo po vrnitvi v domovino;
   13. stroški optičnih pripomočkov, razen če so nastali kot posledica nujnega medicinskega primera;
   14. zdravljenje, ki ga je opravil zdravnik brez uradno priznanega dovoljenja;
   15. stroški, nastali zaradi zdravljenja, ki ni potrjeno z zdravniškim izvidom;
   16. stroški prevoza, če se je zavarovanec po mnenju lečečega zdravnika zdravstveno sposoben vrniti v domovino na prvotno načrtovani način;
   17. nezgode pri delu ali kateri koli drugi dejavnosti, pri kateri so potrebni povečani fizični napori, če to v polici ni posebej dogovorjeno;
   18. duševnih ali vedenjskih motenj;
   19. dogodkov, nastalih med odhodom v tujino, na katerega se zavarovanec odpravi v nasprotju z zdravniškim nasvetom;
   20. dogodkov, 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.

(2) Poleg splošnih izključitev iz 4. člena teh pogojev veljajo za zavarovalna kritja, ki se nanašajo na **Preklic leta, Izgubo/krajo prtljage, Zamudo prtljage/leta in Izgubo/krajo osebnih dokumentov** še naslednje posebne izključitve, ki se nanašajo na naslednje postavke, pogoje, dejavnosti (in z njimi povezane ali iz njih izvirajoče stroške):
   1. dodatna oprema za vozila ali čolne, izgube ali kraje motornih vozil, zračnih in vodnih plovil, kot tudi na vso pripadajočo dodatno opremo, jadralnih letal, zmajev, padal in jadrnic za jadranje na ledu;
   2. predmeti, ki so nenadzorovani puščeni na kraju, ki je javno dostopen in jih je zavarovanec odložil, založil, izgubil, pozabil ali izpustil iz rok;
   3. izguba ali kraja, ki ni prijavljena policiji, letalski družbi, linijski družbi ali njihovemu zastopniku v roku 24 ur po odkritju in pridobitvi pisnega poročila;
   4. izguba, ki je bila posledica zaplembe ali pridržanja na carini oziroma s strani drugih organov oblasti;
   5. kraja predmetov iz nenadzorovanih vozil, razen če so v zaklenjenem prtljažniku, ki mora biti ločen od prostora za potnike ali, če vozilo nima prtljažnika, v zaklenjenem vozilu in na mestu, ki ni vidno od zunaj, pod pogojem, da je vozilo parkirano na varovanem parkirnem prostoru ali v zaklenjeni garaži ter, če je iz policijskega zapisnika razvidno, da je prišlo do vloma v to vozilo;
   6. kraja predmetov v vozilu kot posledice kraje tega vozila;
   7. zahtevki zaradi izgube ali kraje iz bivališča, razen če obstajajo dokazi o nasilnem vstopu, ki ga potrdi tudi policijsko poročilo;
   8. prenosni telefon, fotoaparat, kamera, MP3 predvajalnik in prenosni računalnik, razen če so bili zavarovancu odtujeni s silo s strani tretje osebe;
   9. denar, čeki, kreditne/debetne kartice, vrednostni papirji, vozovnice, dragocenosti in nakit, razen če so bili shranjeni v hotelskem sefu ali v zaklenjenem sobnem sefu;
   10. izguba kontaktnih leč, očal, slušnih aparatov, zobna ali druga protetika, kozmetika, starine, glasbila, rokopisi, pokvarljivo blago, živali in kolesa;
   11. izguba stvari, ki si ga je zavarovanec izposodil, najel ali ga zakupil;
   12. izguba ali kraja predmetov ali pripomočkov, potrebnih za izvajanje poklicne dejavnosti, motorne opreme in drugih predmetov, ki jih zavarovanec uporablja v povezavi s svojo poslovno dejavnostjo, obrtjo, poklicem ali službo;
   13. izguba športne opreme ali športnih oblačil, med njihovo uporabo;
   14. devalvacije valute ali finančnega primanjkljaja zaradi napak ali opustitev med bančno transakcijo;
   15. stroški prevzema zamujene prtljage;
   16. stroški zamude prtljage pri vrnitvi v domovino;
   17. plačila za prve 4 ure zamude leta;
   18. plačila za prvih 6 ur preklica leta;
   19. zamude kot posledice dejstva, da zavarovanec ni prispel na mesto odhoda pravočasno glede na okoliščine, ki so mu bile znane v tistem času;
   20. zamude kot posledice dejstva, da zavarovanec ni predložil ustreznih zahtevanih dokumentov;
   21. zamude, ki je nastala kot posledica začasne ustavitve ali preklica storitve s strani katerega koli uradnega organa ali kot posledica stavke;
   22. stroški, ki jih povrne letalska družba.

## 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 tiste, 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 DOLŽNOSTI ZAVAROVANCA PO ZAVAROVALNEM PRIMERU

(1) Po nastanku zavarovalnega primera mora zavarovanec takoj storiti vse, kar je v njegovi moči, da bi preprečil nadaljnje nastajanje škode. Pri tem mora upoštevati navodila asistenčnega centra in poskušati omejiti stroške po svojih najboljših močeh.
(2) Zavarovanec mora o nastalem škodnem dogodku obvestiti asistenčni center najkasneje v treh (3) dneh od dneva, ko zanj izve.
(3) Zavarovanec mora dati asistenčnemu centru vse podatke in druge dokaze, ki jih ima na voljo in so nujno potrebni za organizacijo asistence (pomoči), ugotavljanje vzroka, obsega in višine škode ter drugo dodatno dokumentacijo na zahtevo zavarovalnice. V vsakem primeru mora zavarovanec ravnati po navodilih, ki jih dobi od asistenčnega centra ali zavarovalnice. Zavarovanec mora hraniti vse originalne račune, potrdila, uradno zdravstveno dokumentacijo, ki opravičuje nujnost zdravljenja, vstopnice, pogodbe, potrdila o plačilih cestnine (predornine), potrdila o plačilih s kreditno kartico in preostala morebitna dokazila za predložitev na zahtevo asistenčnega centra ali zavarovalnice.
(4) Zavarovanec vsa potrdila, informacije, soglasja, uradne prevode dokumentacije in dokazila, ki jih zahteva asistenčni center ali zavarovalnica, predloži na lastne stroške. Zavarovanec mora obrazec za izplačilo zavarovalnine izpolniti in poslati zavarovalnici v tridesetih (30) dneh od nastanka stroška. Ta rok je mogoče podaljšati na podlagi predhodnega dovoljenja asistenčnega centra ali zavarovalnice, kadar spremna dokumentacija ni na voljo pravočasno. Vsi predloženi dokumenti v zvezi z nastankom zavarovalnega primera morajo biti v izvirniku.
(5) Če zavarovanec svojih obveznosti iz tega člena v dogovorjenem roku ne izpolni, zavarovalnica lahko odkloni plačilo zavarovalnine, če zaradi te opustitve ne more ugotoviti nastanka zavarovalnega primera.
(6) Če zavarovanec po svoji krivdi zavarovalnici ne prijavi nastanka zavarovalnega primera v času in na način, ki je določen s temi pogoji, mora zavarovalnici vrniti morebitno škodo, ki jo le-ta ima zaradi tega.
(7) Če je zavarovanec nujne zdravstvene storitve plačal sam, mu zavarovalnica vrne stroške skladno s 3. členom teh pogojev po predložitvi zahtevane dokumentacije, vendar le pod pogojem, da je o nastanku škodnega dogodka predhodno obvestil asistenčni center.

## 8. člen DOLŽNOSTI ZAVAROVALNICE PO ZAVAROVALNEM PRIMERU

(1) Asistenčne storitve in stroške, ki so kriti v skladu s 3. členom teh pogojev, plača zavarovalnica neposredno izvajalcem.
(2) V primeru, ko nujne zdravstvene storitve ali ostale stroške odobrene s strani asistenčnega centra plača zavarovanec sam, mora zavarovalnica to vrniti kot 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.
(3) Zavarovalnica vrne plačani znesek po referenčnem tečaju Evropske centralne banke (ECB) na dan plačila zavarovalnine, vendar največ do zneska v preglednici kritij, navedeni na koncu teh pogojev.
(4) Predhodno določilo tega člena ne velja, če zavarovanec dostavi dokazilo, iz katerega je razviden dejanski znesek stroškov v EUR na dan nastanka zavarovalnega primera.

## 9. člen PRAVICE ZAVAROVALNICE

(1) V primeru nezgode, ki jo povzroči tretja oseba, ima zavarovalnica od povzročitelja nezgode pravico terjati povračilo stroškov, ki jih je plačala zavarovancu, asistenčnemu centru ali izvajalcu.
(2) Zavarovalnica si pridržuje pravico do povračila vseh nastalih stroškov v primeru, ko se naknadno ugotovi, da je zavarovalni primer nastal zaradi dogodkov, navedenih v 4. členu teh pogojev.

## 10. člen PLAČILO PREMIJE IN POSLEDICE NEPLAČILA PREMIJE

(1) Premijo oziroma prvi obrok mora zavarovalec plačati ob sklenitvi pogodbe. Za plačilo ob sklenitvi pogodbe šteje tudi plačilo, ki je izvedeno najkasneje do dneva zapadlosti, ki je navedena na terjatvenem dokumentu. V tem primeru je zavarovalno kritje podano od dneva in ure, ki sta določena kot začetek zavarovanja. Če premija (oziroma prvi obrok) ni plačana v celoti do dneva zapadlosti na terjatvenem dokumentu, je zavarovalno kritje podano šele z naslednjim dnem po celotnem plačilu. Premije za naslednja zavarovalna leta (oziroma prvi obrok v naslednjem zavarovalnem letu) pri večletnih zavarovanjih, mora zavarovalec plačati prvi dan vsakega nadaljnjega zavarovalnega leta. Če ni dogovorjeno drugače, je dinamika plačil za naslednja zavarovalna leta enaka kot v prvem zavarovalnem letu.


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(2) 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.
(3) Če je premija plačana po pošti ali banki, velja za čas plačila dan, ko je bil dan nalog za plačilo pošti ali banki. Če 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.
(4) Če je bil glede na dogovorjeni čas zavarovanja priznan popust na premijo, zavarovanje pa je prenehalo pred potekom tega časa, lahko zavarovalnica terja razliko do tiste premije, ki bi jo moral zavarovalec plačati, če bi bila pogodba sklenjena le za toliko časa, kolikor je dejansko trajala.
(5) 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.
(6) 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.
(7) 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 se ta rok ne more izteči prej, preden ne preteče trideset dni od zapadlosti premije.
(8) 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.
(9) 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 24:00 ure po plačani premiji in zamudnih obrestih. Če zavarovalec premije v tem roku ne plača, zavarovalna pogodba preneha veljati s potekom zavarovalnega leta.
(10) Na premijo se zaračunavajo zakonsko predpisane dajatve (davščine, takse ipd.). Če se med trajanjem zavarovanja spremenijo ali uvedejo nove dajatve, davčne stopnje ali takse, spremembe vplivajo na višino premije.

### 11. člen ODPOVED POGODBE IN VRAČILO PREMIJE

(1) Zavarovalec lahko odpove zavarovalno pogodbo v času, ko zavarovalno kritje še ni nastopilo – pred začetkom zavarovanja, kot je navedeno v polici.
(2) Odpoved zavarovalne pogodbe je možna le v primeru, če odhod v tujino odpade zaradi smrti ali bolezni zavarovanca ali ožjega družinskega člana. Odpoved v nobenem primeru ni možna po začetku zavarovalnega kritja.
(3) V primeru odpovedi zavarovalne pogodbe zavarovalnica vrne plačano premijo, zmanjšano za administrativne stroške, kot izhajajo iz cenika zavarovalnice.
(4) 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.
(5) 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.
(6) V primeru, če je bila zavarovalna pogodba sklenjena na daljavo (prek spleta, telefona ipd.) in za zavarovalno obdobje, daljše od 30 dni, lahko zavarovalec brez razloga zavarovalno pogodbo odpove, vendar najkasneje 15 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. Zavarovalec nima pravice do odstopa od pogodbe po tem odstavku pri zavarovalnih pogodbah z veljavnostjo, krajšo od enega meseca.
(7) Če zavarovalno pogodbo odpoveduje zavarovalnica, lahko skupaj z odpovedjo zavarovalcu ponudi sklenitev nove istovrstne zavarovalne pogodbe. Zavarovalec ima pravico, da v 30 dneh po prejemu odpovedi in ponudbe za sklenitev nove zavarovalne pogodbe zavarovalnici sporoči, da se s sklenitvijo nove zavarovalne pogodbe ne strinja. V tem primeru zavarovalno razmerje z iztekom tekočega zavarovalnega leta preneha. Če zavarovalec ob prejemu odpovedi in ponudbe za sklenitev nove zavarovalne pogodbe zavarovalnici ne sporoči ničesar, se šteje, da se zavarovalec s ponudbo za sklenitev nove zavarovalne pogodbe strinja, zato se zavarovalno razmerje z iztekom tekočega zavarovalnega leta nadaljuje po novi zavarovalni pogodbi. Na podlagi sklenitve nove zavarovalne pogodbe zavarovalnica pošlje zavarovalcu novo polico.

### 12. člen IZVEDENSKI POSTOPEK

(1) Vsaka pogodbena stranka lahko zahteva, da določena sporna dejstva ugotavljajo izvedenci.
(2) Vsaka stranka imenuje enega izvedenca izmed oseb, ki s strankami niso v delovnem ali sorodstvenem razmerju. Imenovana izvedenca pred začetkom dela imenujeta tretjega izvedenca, ki da svoje mnenje le, kadar so ugotovitve prvih dveh izvedencev različne in le v mejah njunih ugotovitev.
(3) Vsaka stranka nosi stroške za izvedenca, ki ga je imenovala, za tretjega izvedenca nosi vsaka stranka polovico stroškov.
(4) Končne ugotovitve so obvezne za obe stranki.

### 13. 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. 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).

### 14. člen NAČIN OBVEŠČANJA

(1) Dogovori o vsebini zavarovalne pogodbe so veljavni le, če so sklenjeni v pisni obliki.
(2) Vsa obvestila in izjave, ki jih je treba dati po določbah zavarovalne pogodbe, morajo biti pisne.
(3) Obvestilo ali izjava je dana pravočasno, če se pošlje pred potekom roka s priporočenim pismom.
(4) Izjava, ki jo je treba dati drugemu, velja šele tedaj, ko jo ta prejme.

### 15. člen SPREMEMBA NASLOVA IN VROČANJE

(1) Zavarovalec mora obvestiti zavarovalnico o spremembi naslova svojega bivališča oziroma sedeža ali svojega imena oziroma firme v roku 15 dni od dneva spremembe.
(2) Če je zavarovalec spremenil naslov bivališča oziroma sedež ali svoje ime oziroma firmo, pa tega ni sporočil zavarovalnici, zadošča, da zavarovalnica obvestilo, ki ga mora sporočiti zavarovalcu, pošlje na naslov njegovega zadnjega znanega bivališča ali sedeža, ali ga naslovi na zadnje znano ime oziroma firmo.
(3) Če poskus vročitve priporočenega obvestila zavarovalcu ni bil uspešen (zaradi preselitve, odklonitve sprejema ipd.), zavarovalnica vrnjeno pošto šteje za vročeno in jo deponira na sedežu zavarovalnice. Zavarovalec se strinja, da se vrnjena nevročena priporočena pošiljka šteje za prejeto na dan prvega poizkusa vročitve ter velja, da je zavarovalec z njeno vsebino seznanjen.
(4) V prejšnjem odstavku navedena domneva uspele vročitve ima na podlagi pogodbenega dogovora z zavarovalcem pravno veljavne učinke.

### 16. 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 asistenčni center, da v njegovem imenu pridobi in vpogleda v zdravstveno dokumentacijo ter drugo dokumentacijo, ki je potrebna za ugotavljanje okoliščin sklenitve 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, ter drugim, 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 nujne 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 kadar koli 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.

### 17. 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 pritožbeni postopki pri zavarovalnici niso možni. Potrošniki imajo pravico dati pobudo za začetek postopka mediacije pred izbranim izvajalcem izvensodnega reševanja potrošniških sporov. Mediacije so možne v primeru, če se vse vpletene stranke s takšnim načinom reševanja spora v posamezni zadevi izrecno strinjajo. Več informacij o pritožbenih postopkih je dostopnih na www.as.si/pritozbeni-postopki ali prek brezplačne telefonske številke 080 11 10.
(2) Za razmerja iz zavarovalne pogodbe, ki niso urejena s temi pogoji, se uporablja slovensko pravo.
(3) Za izvajanje nadzora nad zavarovalnico je pristojna Agencija za zavarovalni nadzor, Trg republike 3, Ljubljana. Poročilo o solventnosti in finančnem položaju zavarovalnice je dostopno prek https://www.as-skupina.si/financno-sredisce/letna-porocila.


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# PREGLEDNICA ZAVAROVALNIH KRITIJ ZA TUJINA AS

Zavarovalna kritja TUJINA AS veljajo glede na izbran paket (TUJINA AS ali TUJINA AS PLUS) in glede na izbrano kombinacijo.

| ZAVAROVALNA KRITJA | | TUJINA AS | | | TUJINA AS PLUS | | |
|---|---|---|---|---|---|---|---|
| | | **Kombinacija A** | **Kombinacija B** | **Kombinacija C** | **Kombinacija A** | **Kombinacija B** | **Kombinacija C** |
| **Skupaj za vsa zavarovalna kritja največ do zavarovalne vsote:** | | **25.000 EUR**<br>20.000 EUR*<br>1.000 EUR ** | **50.000 EUR**<br>40.000 EUR*<br>2.000 EUR** | **100.000 EUR**<br>60.000 EUR*<br>3.000 EUR** | **25.000 EUR**<br>1.000 EUR ** | **50.000 EUR**<br>2.000 EUR ** | **100.000 EUR**<br>3.000 EUR ** |
| 1. | **Medicinska oskrba in obisk zdravnika** | √ | √ | √ | √ | √ | √ |
| 2. | **Zdravljenje** | √ | √ | √ | √ | √ | √ |
| 3. | **Zdravila in zdravniški pripomočki** | √ | √ | √ | √ | √ | √ |
| 4. | **Nujne zobozdravstvene storitve** | 100 EUR | 200 EUR | 300 EUR | 100 EUR | 200 EUR | 300 EUR |
| 5. | **Prevoz do najbližje bolnišnice ali klinike in nazaj** | √ | √ | √ | √ | √ | √ |
| 6. | **Prevoz v domovino** | √ | √ | √ | √ | √ | √ |
| 7. | **Prevoz in bivanje za osebo, ki ostane v spremstvu zavarovanca** | √ | √ | √ | √ | √ | √ |
| 8. | **Spremstvo in prevoz mladoletnega otroka** | √ | √ | √ | √ | √ | √ |
| 9. | **Prevoz družinskega člana** | vozovnica | vozovnica | vozovnica | vozovnica | vozovnica | vozovnica |
| 10. | **Prevoz posmrtnih ostankov v domovino zavarovanca** | √ | √ | √ | √ | √ | √ |
| 11. | **Povratek v primeru smrti družinskega člana** | √ | √ | √ | √ | √ | √ |
| 12. | **Preklic leta** | | | | 100 EUR | 150 EUR | 250 EUR |
| 13. | **Izguba/kraja prtljage** | | | | 300 EUR | 500 EUR | 800 EUR |
| 14. | **Zamuda prtljage/leta** | | | | 100 EUR | 150 EUR | 200 EUR |
| 15. | **Izguba/kraja osebnih dokumentov** | | | | 100 EUR | 150 EUR | 200 EUR |
| 16. | **Predujem varščine** | | | | 2.000 EUR | 4.000 EUR | 6.000 EUR |
| 17. | **Nujno nakazilo denarja** | | | | 2.000 EUR | 3.000 EUR | 4.000 EUR |
| 18. | **Organizacija storitev ob spremembi bivanja v tujini** | | | | √ | √ | √ |
| | Starostna omejitev | 75 let | | | | | |
| | Starostna omejitev (potrebna dodatna premija) | 85 let | | | | | |
| | Starostna omejitev (potrebna dodatna premija) | nad 85 let | | | | | |
| | Geografska veljavnost | cel svet | | | | | |

√ - vključeno
* Velja za zavarovanje oseb s stalnim bivališčem v tujini, ki začasno bivajo in delajo v RS.
** V primeru akutnega poslabšanja kronične bolezni so vsa zavarovalna kritja ne glede na izbrano zavarovalno vsoto skupaj omejena do navedenega zneska.



ADRIATIC SLOVENICA Zavarovalna družba d.d., Ljubljanska cesta 3a, 6503 Koper; družba je vpisana v sodnem registru Okrožnega sodišča v Kopru; ID št. za DDV: SI63658011; matična št.: 5063361; osnovni kapital 42.999.529,80 EUR vplačan v celoti.

# General Terms and Conditions "Tujina AS"

TRANSLATION: Only the Slovene version shall be legally binding

The General Terms and Conditions for personal insurance with assistance abroad (hereinafter: "the Terms and Conditions") are an integral part of the Insurance Contract concluded between the Policyholder and Adriatic Slovenica Zavarovalna družba d. d. (hereinafter: "the Insurance Company").

**THE FOLLOWING TERMS CONTAINED IN THESE GENERAL TERMS AND CONDITIONS SHALL MEAN:**

**Policyholder** – The person who has concluded the Insurance Contract with the **Insurance** Company and is obliged to pay the Premium.
The Insured – The person whose property interest is insured or who is entitled to insurance rights.
**Beneficiary** – The person who is entitled to the Benefit, i.e. the reimbursement of costs if an Insured Event occurs.
**Policy** – A document proving the conclusion of the Insurance Contract.
**Insurance Contract** – The contract for the insurance of persons Abroad with assistance, concluded by and between the Policyholder and the Insurance Company.
**Premium** – A sum paid by the Policyholder to the Insurance Company under the Insurance Contract.
**Benefit** – A sum paid by the Insurance Company to the Insured under the provisions of the Insurance Contract.
Insured Event – A loss event covered by this Insurance Contract, which must be a future and uncertain event, independent of the Insured's will.
**Assistance** – Aid offered to the Insured who find themselves in trouble while being Abroad.
**Assistance Centre** – The Insurance Company's assistance call centre that organizes and implements assistance and that must be called via telephone to the number stated in the Policy in the case the Insured Event occurs or if assistance is needed in order to use the services stated in this Insurance Contract.
**Abroad** – An area where the Insurance Company offers insurance cover to the Insured in accordance with the Insurance Contract. Abroad shall not include the Homeland.
**Homeland** – The country of the Insured's permanent address. If the Insured does not have a permanent address, their registered temporary residence shall apply.

## Article 1 THE INSURED

(1) In individual insurance the Insured is the person stated in the Policy.
(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 partner from another legally recognised type of relationship, their children, stepchildren or adoptees until 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 or more persons, who are departing together to the same destination Abroad at the same time. If there are less than nine 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.

## Article 2 INSURED PERSONS

(1) The insurance cover shall start at 00:00 hrs of the day stated in the policy as the insurance commencement date, if the insurance Premium has been paid by then. If the insurance Premium has not been paid, the insurance cover shall start at 00:00 hrs of the next day after it has been paid.
(2) The insurance cover shall cease at 24:00 hrs of the day stated in the policy as the insurance termination day.
(3) In yearly insurance for multiple departures Abroad by the Insured, the insurance shall apply for an unlimited number of departures Abroad in one policy year, provided that each time the Insured is not Abroad more than 90 days. The Insurance Contract shall be concluded when both contracting parties have signed the Policy.
(4) Unless otherwise agreed, the Insurance Contract shall take effect from 00:00 hrs of the day stated in the Policy as the insurance commencement date, and it shall cease at the end of the last day stated as the termination date of insurance.
(5) If it has been agreed that the Premium must be paid:
    1. upon the conclusion of the Insurance Contract and the Premium has not been paid, the liability of the Insurance Company to pay the Benefit stated in the contract shall start at 00:00 hrs after 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.
(6) In the case of remote conclusion, the Insurance Contract shall be concluded when the Premium has been paid, which the Policyholder proves with the Premium payment receipt.
(7) The insurance must be taken out before the Insured departs Abroad. If the Insured is Abroad 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.
(8) The insurance 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 of the renewed insurance (deferment period). Deferment period shall not apply if the Insured is in the Homeland when the insurance is being renewed.
(9) The insurance cover shall only apply Abroad.

## Article 3 SCOPE OF COVER

(1) The insurance offers the following insurance cover, which depends on the selected package indicated in the insurance cover chart provided at the end of these Terms and Conditions:

**1. ASSISTANCE SERVICES:**
- the availability of the Assistance Centre 24/7,
- the organisation of urgent medical aid,
- the organisation of urgent medical transportation for the Insured,
- informing the Insured and their closest family members,
- telephone charges for emergency calls to the Assistance Centre.

**2. COSTS:**

**2.1 Medical care and doctor's visit**
Costs of urgent medical care and doctor's visit due to an accident or disease of the Insured Abroad are covered.

**2.2 Treatment**
Costs of urgent treatment as a result of an injury or disease of the Insured Abroad are covered. Such costs include treatment until the day when the Insured's state of health permits them being transported to the Homeland, where they shall continue the treatment. Urgent treatment costs include the cost of treatment in the event of acute deteriorations, however only for the following chronic diseases: heart diseases, kidney stones, asthma and diabetes. The cover for the costs of treatment in the event of acute deteriorations of chronic diseases is limited – the limit is stated in the insurance cover chart provided at the end of these Terms and Conditions.

**2.3 Medications and medical supplies**
The cost of medications and medical supplies prescribed by a doctor or in the medical record are included.

**2.4 Urgent dental services**
Costs of urgent dental treatment which is necessary for suppressing acute pain due to illness or fresh injury of teeth, including tooth extraction, are covered.

**3. ADDITIONAL COSTS:**

**3.1 Transportation to the nearest hospital and back**
Costs of transporting the Insured to the nearest hospital or clinic and back to the place of accommodation Abroad are covered.

**3.2 Transportation to Homeland**
Costs of transporting the ill or injured Insured to their Homeland are covered, if transportation is permitted by the Insured's health condition. In such case, two conditions must be fulfilled for the insurance cover to apply, namely the Assistance Centre's consent must be previously obtained for the transportation to the Homeland, and the Insured is unable, due to medical reasons, to return to their Homeland in the way as originally planned.

**3.3 Transportation and accommodation for the person accompanying the Insured**
Additional transportation and accommodation costs are covered for the person, who on request or recommendation of the attending physician, accompanies the Insured, or costs of transporting a close relative from the Homeland to the place of hospitalization, if no other type of escort can be provided to the Insured. If the Insured is a minor, additional costs of transportation and accommodation shall be covered for the person who accompanies the Insured, may it be recommended by the attending physician or not.

**3.4 Accompanying and transportation of a minor**
The cost of transportation for an Insured's child aged under 18 years to the Homeland is covered, as well as the cost of transportation for the person accompanying the child in the event the Insured is hospitalized or dies, if the child is left unaccompanied by an adult.

**3.5 Transportation of a family member**
Costs of visiting the Insured are covered. The cost of the return ticket for public transport (economy class) for one family member (child, partner, parent, brother or sister, spouse's parent) is covered, if the Insured cannot return to their Homeland for medical reasons and is hospitalized more than seven (7) days for reasons covered under these Terms and Conditions. If a taxi is used instead of public transport, such cost is also covered, but only up to the amount of the cost of public transport ticket (bus or train).

**3.6 Transportation of the Insured's mortal remains to their Homeland**
Costs of transporting the Insured's mortal remains from Abroad to their Homeland are covered.

**3.7 Return to Homeland**
The cost of arranging the urgent return to the home country is covered in case of a family member's (child, partner, parent, brother or sister, spouse's parent) severe illness or death. The cost of changing the scheduled flight or the cost of a return regular flight (economy class) is covered, if rescheduling is not possible or if transportation by train (1st class) is not possible.

The costs stated in points 3.3 to 3.5 of this paragraph shall not be refunded without the Assistance Centre's previous consent.

**4. ADDITIONAL COVERS:**

**4.1 Flight cancellation**
If flight cancellation or the waiting time for the next flight lasts more than six hours, the costs incurred after this time are covered, namely for: accommodation, transportation to nearby accommodation, a meal and drinks at a restaurant, but only upon the presentation of the


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original receipts issued at the time between the originally planned plane departure and the actual plane departure.

4.2 Lost/stolen luggage

a) If during the Insured's stay Abroad, the Insured's luggage is lost or stolen, the Insured shall be entitled to the Benefit as an allowance for the loss incurred. In order to receive the payment of the Benefit, the Insured shall present an accurate description of the luggage together with the date of purchase and the value. The amount for the payment of the Benefit depends on the value of luggage evidenced by receipts or based on the prices applicable on the date of the Insured Event occurrence and the age and wear of the luggage, by taking into consideration the following:
   - luggage up to six months old – 100% Benefit payment after the proven value, but not exceeding the amount stated in the insurance cover chart included at the end of these Terms and Conditions;
   - luggage between six months and 1 year old – 80% Benefit payment after the proven value, but not exceeding the amount stated in the insurance cover chart included at the end of these Terms and Conditions.

   For every subsequent commenced year of age, the Benefit payment is reduced by additional 10%.

   The amount applied for the Benefit payment for mobile devices (mobile phones, tablets, etc.) is the amount that was actually paid by the Insured for such mobile device (including any special offers, subscriptions, etc.).

b) Luggage shall mean any items intended for personal use that the Insured has brought Abroad, that are under constant supervision and that have been:
   - misappropriated (theft/robbery) from the Insured, but only if the event is reported to the police no later than within 24 hours and the Insured submits the police report to the Insurance Company;
   - lost during transportation that was under responsibility of a third party, but only upon the presentation of the transporter's confirmation that the luggage has been declared as lost that the search for the luggage has stopped.

4.3 Luggage/flight delay

If the Insured's luggage/flight is more than four hours late, the costs incurred after such time are covered as follows:

a) in case of flight delay, the costs of a meal and drinks at a restaurant incurred between the originally planned plane departure and the actual plane departure are covered, but only upon the presentation of the original receipts and the confirmation of the plane carrier about the number of hours of delay and the cause of delay;

b) in case of luggage delay, the costs related to the purchase of urgently necessary clothes/footwear, medicines and toiletries are covered, but only upon the presentation of the original receipts and the confirmation of the plane carrier about the number of hours of delay and the cause of delay, however only in case of a luggage delay Abroad.

4.4 Lost/stolen personal documents

If the Insured loses official personal documents that are necessary for the return travel (a passport and/or personal identification card) or such documents have been misappropriated (theft/robbery), the costs of issuing new official personal documents are covered. In case the official personal documents have been stolen, the Insured must report the event at the police station.

4.5 Security advance payment

If the Insured is obliged to pay a bail to local authorities, the Insurance Company shall pay such bail for the Insured, however not exceeding the amount stated in the insurance cover chart provided at the end of these Terms and Conditions. Prior to the bail being transferred, the Insured shall sign a commitment to return such amount. The Insured shall return such amount within 15 days after receiving the Insurance Company's invoice.

4.6 Urgent money transfer

If the Insured sends to the Assistance Centre an assistance request for an event covered under these Terms and Conditions, and the Insured also needs to pay other unexpected costs upon such an event, the Insurance Company will on the Insured's request transfer the requested amount of money in the local currency to the Insured, but not more than in the amount such as stated in the insurance cover chart provided at the end of these Terms and Conditions. The Insured shall sign a commitment to return such amount prior to the transfer. The Insured shall return such amount within 15 days after receiving the Insurance Company's invoice.

4.7 Organization of services when changing a stay Abroad

If the occurrence of an Insured Event in accordance with these Terms and Conditions requires the Insured to prolong, shorten or change the location of the stay Abroad, the Assistance Centre will organise the booking services and forward all necessary notifications. It will forward any urgent messages to the Insured's family or the designated company address. The Assistance Centre will also adjust hotel and plane bookings, car rental reservations, etc..

(2) Urgent services shall be those services which are urgently necessary for the preservation of vital functions or for the prevention of severe deterioration of the suddenly diseased or injured Insured's medical condition.

(3) The total amount of the costs per person including the medically justified costs that are stated in the first paragraph of this Article for all Insured Events that occur in the period of the health insurance duration, cannot exceed the amount of the sum insured specified in the insurance cover chart that is included at the end of these General Terms and Conditions. Irrespective of this, the insurance cover for the cost of treating acute deterioration of chronic diseases and urgent dental services is limited and only provided up to the amount that is stated in the insurance cover chart. In the case of acute deterioration of chronic illnesses, the stated limit applies for all insurance covers under these Terms and Conditions, therefore in such cases the total Benefit can amount up to the sum of limit.

(4) The Insurance Company and the Assistance Centre are not responsible for any activities of the service performers that are organised and paid as part of the insurance cover in accordance with these Terms and Conditions. The Insurance Company's or the Assistance Centre's liability for any low-quality performance of works by individual performers is excluded.

(5) The Insured shall take all reasonable care to prevent any loss, damage, accident, bodily injury or disease. Likewise, the Insured shall protect, keep and/or find their property and do everything in their power to limit the related costs.

## Article 4 EXCLUSION OF INSURANCE COMPANY'S OBLIGATIONS

(1) The obligations attaching to the Insurance Company shall be fully excluded if an event has occurred as a result of:
1. an earthquake;
2. the Insured's active serving in the armed forces;
3. the Insured's active engagement in war (whether declared or undeclared), invasion, act of a foreign enemy, hostility, civil war, rebellion, riot, revolution, public assembly, rally or insurrection;
4. the Insured's suicide or attempted suicide;
5. events which are in any way connected with conscious self-inflicted injuries or disease, reckless behaviour, events resulting from the Insured's abuse of alcohol or drugs or other prohibited substances, or events resulting from the Insured's unnecessary self-exposure to danger (except in case of trying to save a human life);
6. the Insured's driving of motor or other vehicles without holding appropriate official permits (driver's licence, vehicle registration certificate);
7. the Insured's intentionally committed criminal offence;
8. events 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;
9. radioactive radiation, epidemic, pandemic.

(2) The insurance shall also not offer assistance services or cover the costs related to events occurred as a result of:
1. training or participation:
   - in any motor competitions as well as when driving on racecourses and the relevant trainings and recreational activities;
   - in sport aviation, parachuting, hang-gliding and gliding;
   - in mountain climbing;
   - in speleology;
2. recreational activities (unless an individual activity is separately agreed and arises from the Policy):
   - at mountaineering and trekking above 3,000 meters above sea level;
   - at diving and underwater fishing;
   - at kiting (kitesurfing, kiteboarding);
   - in skiing and snowboarding outside of ski centres or heliskiing;
   - at free climbing;
   - at downhill cycling (downhill);
   - at other sport competitions and trainings;
3. doing an extreme sport or an activity in direct connection with a particularly dangerous activity that poses a risk that strongly exceeds an ordinary risk when being Abroad;
4. attending expeditions to the yet unreached or unexplored areas;
5. telephone charges except emergency calls to the Assistance Centre;
6. loss or an event, for which these Terms and Conditions do not explicitly state that it is covered by insurance;
7. 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).

(3) The Insurance Company shall not cover costs in the following cases:
1. if, on the Insurance Company's request, the Insured does not allow being medically examined by a doctor nominated by the Insurance Company or its representatives;
2. for the services offered by any performer who is not a contractual partner of the Insurance Company or whom the Insurance Company does not vouch for, and for the services performed without authorisation and/or participation or approval of the Assistance Centre;
3. if they are a consequence of any type of air transportation of the Insured, unless the Insured has travelled as a passenger who has paid the fare;
4. if they are a consequence of the fact that the Insured has not taken all reasonable care to prevent loss, damage, accident, bodily injury or personal disease or own property;
5. that the Insured would have to pay even if the event in which the Assistance Centre intervened did not occur.

(4) All obligations of the Insurance Company are excluded if the Policyholder or the Insured provides false data about the duration of being Abroad, about the circumstances of an event, injury or the type of disease, as well as in the event of fraud or forgery.

(5) Notwithstanding the other provisions contained herein, this insurance shall not cover any loss which has occurred in connection, either direct or indirect, with an act of terrorism, or any costs which have occurred as a result of loss, even if an act of terrorism, which resulted in the occurrence of loss, was accompanied by another cause or act. An act of terrorism shall be any act of violence or an act endangering human life, movable or immovable property or infrastructure, with


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force, violence, or threat, and which is performed for political, religious, ideological or similar intentions and which is intended to affect or which affects the government of any country, and which is intended to raise fear or which raises fear among the public or any of its parts. An act of terrorism shall be an act performed independently or in connection with any organisation or authority. Moreover, the insurance cover excludes the loss and costs, which have occurred for the purpose of preventing or suppressing acts of terrorism.

(6) The Insurance Company cannot be demanded to ensure services to the Insured when such Insured is in an area where there is risk of war, political or other circumstances, which might prevent the performance of such services or make it justifiably impossible to implement such services.

(7) All liabilities of the Insurance Company are excluded if the Insured fails to observe the instructions provided by the Assistance Centre.

(8) When in trouble, the Insured must call the Assistance Centre, otherwise it shall be considered that no Insured Event has occurred under these Terms and Conditions and the Insurance Company shall not be obliged to make any refund.

## Article 5 SPECIAL EXCLUSIONS

(1) In addition to the general exclusions stated in Article 4 herein, the following special exclusions shall apply for **the treatment, medications and medical supplies, urgent dental services and transportation to the Homeland**, specifically referring to the following types of treatment, items, conditions, activities and costs related to or arising from them:

1. claims connected with consequences of the abuse of alcohol, drugs, etc. If such facts are found subsequently, the Insurance Company reserves the right to re-course for all of the costs it has already paid out on the basis of such claims;
2. the deterioration of existing or recurring diseases for which the Insured has already received treatment or which have occurred and were not entirely treated before the commencement of insurance or before the departure Abroad, and any chronic disease and other diseases, except those included in point 2.2 of the first paragraph of Article 3 herein;
3. repeated dislocations and sprains and the treatment of injuries which have occurred before the commencement of the health insurance or before the departure Abroad;
4. dental treatment, except urgent dental treatment, necessary for suppressing acute pain due to illness or fresh injury of teeth, including tooth extraction, up to the amount stated in the insurance cover chart at the end of these Terms and Conditions;
5. transportation in case of problems that can be treated at the scene of the event;
6. treatment offered by a person travelling with the Insured;
7. sexually transmitted diseases;
8. pregnancy, regular check-ups during pregnancy, typical nuisances in the time of pregnancy while giving birth after the 37th week of pregnancy except in cases of saving mother's or child's life;
9. the termination of pregnancy;
10. special hospital services – higher standard, such as a single room, TV, special accommodation, etc.;
11. a surgery or medical treatment, which can be postponed without any consequences to the time of the return to the Homeland;
12. claims arising after the return to the Homeland;
13. costs of optical aids, unless incurred as a result of an urgent medical case;
14. treatment performed by a doctor who does not hold an official licence;
15. costs arising from treatment that is not supported with a medical record;
16. costs of transportation, if the attending doctor believes that the Insured is capable, in terms of health, of returning to the Homeland in the originally planned way;
17. accidents at work or during any other activity that requires increased physical efforts, provided that this is not separately agreed in the Policy;
18. mental or behavioural disorders;
19. events that took place while departing Abroad despite being advised not to travel Abroad by the doctor;
20. events 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.

(2) In addition to the general exclusions stated in Article 4 herein, the following special exclusions shall apply for **flight cancellation, lost/stolen luggage, luggage/flight delay, and loss of personal documents**, specifically referring to the following, items, conditions, activities (and costs related to or arising from them):

1. additional equipment of vehicles or boats; loss or theft of motor vehicles, aircraft and water vessels as well as all relevant additional equipment, gliders, hang-gliders, parachutes and yachts for ice yachting;
2. objects that are unsupervised and left at a place that is publicly accessible and that were put down, misplaced, lost, forgotten or dropped by the Insured;
3. loss or theft that is not reported to the police, airline, line company or a representative thereof within 24 hours after becoming aware of it and obtaining a written report;
4. loss as a consequence of confiscation or detention by the customs authority or other authorities;
5. theft of items from unsupervised, except if such items are kept in a locked boot that must be separated from the area for passengers or, if the vehicle has no boot, in a locked vehicle and the place that is not visible from the outside, provided that the vehicle is parked at a supervised parking area or in a locked garage and if the police report states that the vehicle was broken in;
6. stolen items in a vehicle as a result of such vehicle being stolen;
7. claims due to loss or theft from the place of residence, unless there is proof about a forced entry that is also confirmed by a police report;
8. mobile phone, camera, MP3 player and portable computer, unless they were misappropriated from the Insured by force by a third party;
9. money, cheques, credit/debit cards, securities, tickets, valuables and jewellery, unless they were kept in a hotel safety deposit box or a locked safety deposit box in a room;
10. loss of contact lenses, glasses, hearing aids, dental or other prosthetics, cosmetics, antiques, music instruments, manuscripts, perishable goods, animals and bicycles;
11. loss of items borrowed, rented or leased by the Insured;
12. loss or theft of objects or accessories necessary for carrying out the professional activity, motor equipment and other items used by the Insured in connection to their business activity, craft, profession or job;
13. loss of sports equipment or sports clothes while in use;
14. currency devaluation or financial deficit due to errors or omissions during a bank transaction;
15. costs of accepting the delayed luggage;
16. costs of luggage delay in the return to the Homeland;
17. payment for the first four hours of flight cancellation;
18. payment for the first six hours of flight cancellation;
19. delay as a result of the fact that the Insured has not arrived at the place of departure in time by taking into consideration the circumstances known to the Insured at that time;
20. delay as a result of the fact that the Insured has not submitted the relevant requested documents;
21. delay resulting from temporary cancellation or recall of a service by any official authority or resulting from a strike;
22. costs to be refunded by the airline.

## 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 being 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 OBLIGATIONS ATTACHING TO THE INSURED AFTER THE INSURED EVENT

(1) After the occurrence of an Insured Event, the Insured shall immediately do everything in their power to prevent any further loss by observing the instructions of the Assistance Centre and trying to limit the costs to the best of their knowledge.

(2) The Insured shall inform the Assistance Centre about the occurred Insured Event no later than within three (3) days after the day when they have become aware of it.

(3) The Insured shall give to the Assistance Centre all the data and other evidence, which are available to them and which are urgently necessary in order to organise assistance (help) and establish the cause, volume and amount of loss, and any other additional documentation on the Insurance Company's request. In any case, the Insured shall observe the instructions provided by the Assistance Centre or the Insurance Company. The Insured shall keep all original receipts, certificates, official medical documentation justifying the urgency of treatment, tickets, contracts, road and tunnel toll payment slips, credit card payment slips and any other supporting evidence such as the Assistance Centre or the Insurance Company may request for presentation.

(4) The Insured shall present at their own expense all receipts, certificates, information, consents, official translations of documentation and evidence such as requested by the Assistance Centre or the Insurance Company. The Insured shall fill in and send to the Insurance Company the Benefit payment form within 30 days after the relevant cost was incurred. Such deadline can be extended based on prior consent by the Assistance Centre or the Insurance Company in cases when the accompanying documentation is not available in due time. All the documents related to the occurrence of the Insured Event shall be submitted in the original form.

(5) The Insured's failure to fulfil their liabilities referred to in this Article within the agreed period of time may result in the Insurance Company's refusal to pay the Benefit, if such failure prevents the Insurance Company from establishing the occurrence of the Insured Event.

(6) If the Insured fails to report to the Insurance Company the occurrence of the Insured Event at their fault in the time and the way as determined herein, they shall reimburse the Insurance Company for any loss it might have suffered in respect thereof.

(7) If the Insured has paid the urgent medical services, the Insurance Company shall refund the costs to the Insured in accordance with Article 3 herein upon the presentation of the requested documentation, but only provided that the Insured has previously informed the Assistance Centre about the occurrence of the Insured Event

## Article 8 OBLIGATIONS ATTACHING TO THE INSURANCE COMPANY AFTER THE INSURED EVENT

(1) The Insurance Company shall pay for the assistance services and the costs covered in accordance with Article 3 herein directly to Performers.

(2) Whenever urgent medical services or other costs approved by the Assistance Centre are paid by the Insured, the Insurance Company shall make a refund in the form of 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 the incontestable part of its liability to the Insured or Beneficiary on their request, in form of advance payment.

(3) The Insurance Company shall refund the paid amount at the official rates of exchange of the European Central Bank (ECB) on the Benefit payment date, however not exceeding the amount stated in the insurance cover chart at the end of these Terms and Conditions.


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(4) The previous provision of this Article shall not apply if the Insured presents a document proving the actual amount of costs in € on the insurance event occurrence date.

### Article 9 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 the collect from such third party the costs that the Insurance Company paid to the Insured, the Assistance Centre or the Performer.
(2) The Insurance Company reserves the right to the refund of all the costs incurred in the event it is subsequently established that the Insured Event was a result of the events stated in Article 4 herein.

### Article 10 PREMIUM PAYMENT AND CONSEQUENCES OF DEFAULT

(1) The Policyholder shall pay the Premium or the first instalment upon the conclusion of the Insurance Contract. Payment upon the conclusion of the contract shall also include payment executed by the maturity date such as specified in the claim document. In such case, the insurance cover shall take effect on the date and hour determined as insurance inception. If the Premium (or the first instalment) is not fully paid by the maturity date specified in the claim document, the insurance cover shall take effect the day following the date when full payment is made. In case of long-term insurance contracts, the Policyholder shall pay the Premiums for the subsequent policy years (or the first instalment in the next policy year) on the first day of every subsequent policy year. If not agreed otherwise, the dynamics of payment for the subsequent policy years shall be the same as in the first policy year.
(2) 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.
(3) 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 which 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.
(4) If a Premium discount was agreed according to the agreed time of insurance, and the insurance terminated before the end of this time, the Insurance Company may collect the difference up to the Premium which should be paid by the Policyholder were the contract concluded only for the period of time, which it actually lasted for.
(5) 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 they received for the agreed duration of insurance, as determined in the previous paragraph.
(6) The Insurance Company shall have 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.
(7) 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 registered letter of the Insurance Company with the notice on the Premium maturity, whereby this period cannot end before the end of thirty days from the maturity of the Premium.
(8) After the end of the deadline referred to in the seventh paragraph of this Article, the Insurance Company may terminate the Insurance Contract without notice period, if the Policyholder is in default with the payment of the Premium which must be paid after the conclusion of the contract or the second and subsequent Premiums; the termination of the contract shall take effect 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.
(9) If, in cases when the Insurance Company has not terminated 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.
(10) Legally determined duties (charges, taxes, etc.) are charged on the Premium. If charges change during the term of the insurance or if new charges, tax rates or taxes are imposed during the term of the insurance, such changes will affect the amount of the Premium.

### Article 11 CONTRACT CANCELLATION AND PREMIUM RETURN

(1) The Policyholder may cancel the Insurance Contract when the insurance cover has not yet begun, i.e. before the insurance commencement, as stated in the Policy.
(2) The Insurance Contract may be cancelled only if the departure Abroad is cancelled due to death or illness of the Insured or their close family member. The Insurance Contract cannot be cancelled after the start of the insurance cover.
(3) In the event of the Insurance Contract cancellation, the Insurance Company shall return the paid Premium, less the administration costs such as stated in the Insurance Company's Price List.
(4) 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.
(5) 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 they have informed the other party about this in writing.
(6) In the event of a remote 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 15 days before the insurance commencement. In this case, the Insurance Company will return the total amount of the paid Premium. 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. Under this paragraph, the Policyholder shall not have the right to cancel the contract in case of insurance contracts valid less than one month.
(7) If the Insurance Contract is cancelled by the Insurance Company, it can (simultaneously with the cancellation) offer the Policyholder to conclude a new insurance contract. The Policyholder shall have the right to inform the Insurance Company about disagreeing with the conclusion of a new insurance contract within 30 days after receiving the cancellation and the proposal for the conclusion of a new insurance contract. In such case, the insurance relationship shall terminate at the end of the current policy year. If the Policyholder fails to communicate anything to the Insurance Company when receiving the cancellation and proposal for the conclusion of a new insurance contract, it shall be considered that the Policyholder agrees with the proposal to conclude a new insurance contract and the insurance relationship shall continue with the end of the current policy year in accordance with the new insurance contract. Based on the conclusion of a new insurance contract, the Insurance Company shall send a new policy to the Policyholder.

### Article 12 EXPERT OPINION PROCEDURE

(1) Each contracting party may demand expert opinion on certain disputable matters.
(2) Each party shall appoint one expert from among the persons who are not in an employment or family relationship with the parties. Before the beginning of work, the appointed experts shall appoint a third expert to give opinion when the findings of the first two experts are different, and only within the limits of their findings.
(3) Each party shall bear the costs for the expert it has nominated. For the third expert, each party shall bear one half of the costs.
(4) Final conclusions are compulsory for both parties.

### Article 13 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 as of 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 terminate 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 termination has a prospective effect. If the Policyholder does not terminate 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 14 METHOD OF NOTIFICATION

(1) Agreements as regards the content of the Insurance Contract shall be valid only if concluded in writing.
(2) Any notices and statements that must be provided under the provisions of the Insurance Contract must be made in writing.
(3) A notice or statement shall be deemed to be timely if it is sent by registered mail prior to the end of the deadline.
(4) A statement which must be made to the other party shall become effective only when the other party has received it.

### Article 15 CHANGE OF ADDRESS AND SERVICE

(1) The Policyholder must inform the Insurance Company about a change of his/her address of residence or the seat or his/her name or company name within 15 days from the day of change.
(2) Should the Policyholder change his/her address of residence or his/her name or company name and should he/she fail to communicate it in writing to the Insurance Company, it shall be enough that the Insurance Company sends the notice, which it must communicate to the Policyholder, to the address of the Policyholder's last known address or seat, or to address it to the name or company name last known to it.
(3) If the attempt of servicing a registered notice to the Policyholder was unsuccessful (due to having moved, refusing to accept the notice, etc.), the Insurance Company shall consider the returned mail as being served and it will keep it at the seat of the Insurance Company. The Policyholder agrees that such notice is considered as having been received on the date of the first attempt of serving it and that it is considered that the Policyholder is familiar with the content of the notice.
(4) The assumption of successful servicing from the previous paragraph hereof has legally valid effects on the basis of the contractual agreement with the Policyholder.

### Article 16 PROTECTION OF PERSONAL DATA

(1) Until recall, the Policyholder or the Insured hereby allows the Insurance Company and its insurance agencies or brokerage firms to keep, process and use in their databases their personal data that is needed for implementing the insurance and


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for the purposes of informing the Policyholder and the Insured about news and offers in the field of financial products.

(2) The Insured hereby authorizes the Insurance Company and the Assistance Centre to obtain and check on his/her behalf the medical documentation which is necessary to establish the circumstances of taking out the insurance and 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, 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 the necessary data from personal database administrators and provide them to the green card bureau or another body in charge of claims settlements.

(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 day.

(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 17 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 shall process the complaint in accordance with its internal rules. The decision of the complaint committee shall be final and no further complaint proceedings at the Insurance Company shall be possible. Consumers are entitled to initiate the mediation proceedings before the selected performer of the out-of-court settlement of consumer disputes. Mediations are allowed if all involved parties give their explicit consent to such dispute settlement method in an individual matter. More information about complaint proceedings is available at www.as.si/pritozbeni-postopki or via the free-of-charge telephone number 080 11 10.

(2) All relations arising from the Insurance Contract that are not regulated herein shall be governed by Slovenian law.

(3) The Insurance Supervision Agency, Trg republike 3, Ljubljana, is competent for the supervision over the Insurance Company. The Insurance Company's solvency and financial position report is available at https://www.as-skupina.si/financno-sredisce/letna-porocila.

# INSURANCE COVER CHART FOR "TUJINA AS"

The "TUJINA AS" types insurance cover apply in accordance with the selected package ("TUJINA AS" or "TUJINA AS PLUS") and the selected combination.

| | **TYPES OF INSURANCE COVER** | **"TUJINA AS"** | | | **"TUJINA AS PLUS"** | | |
|---|---|---|---|---|---|---|---|
| | | **Combination A** | **Combination B** | **Combination C** | **Combination A** | **Combination B** | **Combination C** |
| | **Total for all insurance covers, a maximum up to the sum insured:** | **€25,000**<br>€20,000*<br>€ 1,000** | **€50,000**<br>€40,000*<br>€ 2,000** | **€100,000**<br>€60,000*<br>€ 3,000** | **€25,000**<br>€ 1,000** | **€50,000**<br>€ 2,000** | **€100,000**<br>€ 3,000** |
| 1. | **Medical care and doctor's visit** | √ | √ | √ | √ | √ | √ |
| 2. | **Treatment** | √ | √ | √ | √ | √ | √ |
| 3. | **Medications and medical supplies** | √ | √ | √ | √ | √ | √ |
| 4. | **Urgent dental services** | 100 EUR | 200 EUR | 300 EUR | 100 EUR | 200 EUR | 300 EUR |
| 5. | **Transportation to the nearest hospital or clinic and back** | √ | √ | √ | √ | √ | √ |
| 6. | **Transportation to Homeland** | √ | √ | √ | √ | √ | √ |
| 7. | **Transportation and accommodation for the person accompanying the Insured** | √ | √ | √ | √ | √ | √ |
| 8. | **Accompanying a minor and transportation of a minor** | √ | √ | √ | √ | √ | √ |
| 9. | **Transportation for a family member** | vozovnica | vozovnica | vozovnica | vozovnica | vozovnica | vozovnica |
| 10. | **Transportation of the Insured's mortal remains to their Homeland** | √ | √ | √ | √ | √ | √ |
| 11. | **Return in case of death of a family member** | √ | √ | √ | √ | √ | √ |
| 12. | **Flight cancellation** | | | | 100 EUR | 150 EUR | 250 EUR |
| 13. | **Lost/stolen luggage** | | | | 300 EUR | 500 EUR | 800 EUR |
| 14. | **Luggage/flight delay** | | | | 100 EUR | 150 EUR | 200 EUR |
| 15. | **Lost/stolen personal identification documents** | | | | 100 EUR | 150 EUR | 200 EUR |
| 16. | **Security advance payment** | | | | 2.000 EUR | 4.000 EUR | 6.000 EUR |
| 17. | **Urgent money transfer** | | | | 2.000 EUR | 3.000 EUR | 4.000 EUR |
| 18. | **Organization of services when changing a stay Abroad** | | | | √ | √ | √ |
| | Age limit | 75 years | | | | | |
| | Age limit (additional premium required) | 85 years | | | | | |
| | Age limit (additional premium required) | above 85 years | | | | | |
| | Geographic coverage | worldwide | | | | | |

√ - included

* Applicable for the insurance of persons who have permanent residence Abroad but temporarily live and work in the Republic of Slovenia.

** In case of acute deterioration of a chronic disease all types of insurance cover are limited to the specified total amount regardless of the selected insured.



ADRIATIC SLOVENICA Zavarovalna družba d.d., Ljubljanska cesta 3a, 6503 Koper; družba je vpisana v sodnem registru Okrožnega sodišča v Kopru; ID št. za DDV: SI63658011; matična št.: 5063361; osnovni kapital 42.999.529,80 EUR vplačan v celoti.