

TRAVEL CANCELLATION INSURANCE

GENERAL TERMS & CONDITIONS

These General Terms & Conditions, Special Conditions & Policy schedule as well as any additions or annexes together form the insurance contract between the policyholder and AmTrust Europe Limited.

These Terms & Conditions and the Special Conditions found below, when taken into account with the Policy schedule, specify the rights and obligations of the insurance company, the representative of the insurer, the policyholder, the insured and the contract agent.

In the event this insurance contract is concluded at a distance, the contract shall deem to have been concluded when payment of the insurance premium is made. Signature of the policy by the policyholder is not required.

Provided the premium has been paid in the required manner, the insurer will provide the insurance cover against the risk of Trip Cancellation for the period of insurance.

Insurance concluded more than 48 hours after the purchase of the trip and less than 15 days prior to departure is not valid. This Policy is underwritten by AmTrust Europe Limited.

DEFINITIONS

The following definitions are used throughout the insurance contract.

Contract agent: The travel agency, a tour operator or any another entity with the permission of the competent authority under insurance legislation, which concludes the Insurance Contract on behalf of the Insurance Company as an insurance agent.

Deductible: Is the first amount of a claim that the insured is liable for and is deducted from the insured sum. If a policyholder has concluded several policies for the same trip, deduction shall be considered only on one policy.

General Terms & Conditions: These general insurance conditions.

Home: Permanent residence in the European Union and the following neighbouring countries: Bosnia & Herzegovina, Serbia, Montenegro and Macedonia.

Hospital treatment: Hospital admission for an acute medical condition that it is not possible to postpone.

Insurance contract: Contractual relationship between the policyholder and an insurer as defined at the beginning of these General Terms & Conditions.

Insured event: A sudden, unexpected, unforeseen and identifiable incident that occurs during the period of insurance.

Insured person: The persons listed in the policy schedule are included under this contract.

Insurer: The insurance company, AmTrust Europe Limited.

Medical Practitioner shall mean a doctor or specialist who is legally qualified, licensed and registered to practice medicine under the laws of the country in which they practice other than: the policyholder, the insured or a member of the insured's family or an employee of the insured.

Period of insurance: Starts at the time that the insured books the trip or pays the insurance premium whichever occurs later and ends when the Insured leaves their home.

Policy: The policy issued by the insurer together with these Terms & Conditions that contains details of the cover and the insured persons.

Policyholder: The person who has concluded the insurance contract with the insurer and paid an insurance premium as shown on the policy schedule.

Relative: Spouse, civil partner (non-marital partnerships must be officially registered at common residence for at least 3 months before the conclusion of the insurance contract), (step) parents, parents-in-law, (step) brother, (step) sister, (step) son, (step) daughter, natural, adopted or fostered children, grandparent and grandchild.

Serious bodily injury: The occurrence of serious physical injury, during the period of insurance, caused solely by accidental means and

independent of any other cause, which requires medical or surgical treatment, regular follow up and results in a temporary or permanent disability that prevents the insured person from travelling, as prescribed by a medical practitioner. In the case of serious bodily injury of a relative, for this to be a cancellation reason it must occur within the 4 weeks prior to travel and the family member must be hospitalised for at least 48 hours.

Serious illness: The sudden and unexpected occurrence, during the period of insurance, of a serious acute medical condition that requires medical or surgical treatment, regular follow up and results in a temporary or permanent disability that prevents the insured person from travelling, as prescribed by a medical practitioner. In the case of serious illness of a relative, for this to be a cancellation reason it must occur within the 4 weeks prior to travel and the family member must be hospitalised for at least 48 hours.

Special Conditions: As outlined at the end of this document.

Sum Insured: Is the maximum amount of cover up to which the insurer will pay, as shown on the policy schedule.

The representative of the insurer: Assistance CORIS d.o.o., authorized to deal with the claims on behalf of the insurer.

Travel: Means transport and accommodation booked through the contract agent with start date and trip cost as specified in the policyholder's policy schedule. The object of insurance can be solely the total value of the trip.

Travelling Companion: Is the person who accompanies an insured person on the travel and is insured under the same policy.

ELIGIBLE PEOPLE - AGE LIMITS

Insured persons 75 years or under are eligible for this insurance.

GENERAL EXCLUSIONS

The following exclusions apply to all sections of the Policy.

1. Any claim where at the time of purchasing this insurance any insured person, a relative of the insured person or travelling companion has suffered from or received any form of medical advice or treatment for any of the following conditions:

- a.** Any heart, circulatory condition or any respiratory condition (relating to the lungs or breathing); or
- b.** Any cancer; or
- c.** Any medical condition for which the insured person is taking prescribed medication or has consulted a hospital specialist or consultant within the last 12 months; or
- d.** Any psychological or psychiatric condition, including stress, anxiety or depression that has been diagnosed or treated; or
- e.** Any terminal prognosis.

2. Civil war or war with another country, riots, population movements, strikes, acts of terrorism, hostage taking, handling of weapons.
3. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly;
4. The insured or the insured's travelling companion travelling against the advice of a medical practitioner or travelling for the purpose of obtaining medical treatment or medical advice.
5. If the insured, a relative of the insured or travelling companion is on a hospital waiting list or waiting for any kind of hospital treatment.
6. Claims for events (such as pre-existing illnesses or bodily injuries) that occurred outside the period of insurance.
7. Claims for events and their consequences that have occurred between the date of travel booking and the date of the conclusion of the insurance contract.
8. Claims incurred as a result of the insured being under the influence of or in connection with the use of alcohol or drugs, other than according to the manufacturer's instructions or as prescribed by a medical practitioner.
9. Claims arising or resulting in:
 - a. suicide or attempted suicide;
 - b. mental disorders of any kind (depression, anxiety, phobias, stress, etc.);
 - c. deliberate self-harm or reckless exposure to danger (except in life-saving attempt).
10. Claims arising or resulting from participation of the insured in illegal or criminal acts.
11. Claims arising or resulting from participation of the insured in dangerous and hazardous activities such as bungee jumping, scuba diving over 40m depth, kayaking/canoeing (grade 4 and over), manual work involving hands-on use of electrical, mechanical or hydraulic power tools or industrial machinery or work on a construction site, professional entertaining, professional sports, martial arts, racing (other than on foot), motor rallies and motor competitions, flying except as a fare paying passenger in a fully licensed passenger-carrying aircraft.
12. Claims arising from bankruptcy/liquidation or failure of a contract agent, tour operator, travel agent, transport company or with anyone the insured has made travel or accommodation arrangements.
13. The non-admission on board due to missing the baggage check-in time and/or boarding time.
14. Cancellation of flight, for whatever reason, where the cancellation was confirmed to the insured prior to taking out this insurance.
15. Any additional cancellation charges incurred when the insured does not notify the contract agent as soon as he knew he would have to cancel a reservation.
16. Any claim for expenses that are not included in the cost of travel for which this policy has been purchased, such as car hire, airport parking, passport / visa fees.
17. Any claim arising from any circumstances for which the insured knew when he concluded the insurance policy or booked the travel and might expect that this will lead to cancel the travel.
18. Any claim related to any type of fertility treatment including complications arising out of such treatment.
19. Cancellation of travel due to a dental emergency unless it occurs within 72 hours of the travel date and matches the definition of serious illness as defined in these terms and conditions.
20. Any claim related to business travel of any kind.
21. Inability to travel due to the insured's failure to obtain the required vaccinations, passport or visa or the insured's travel documents being lost or stolen.
22. The decision of the insured person not to travel (unwillingness to travel).
23. Rejection of transport by air, ship or bus carrier for any reason, such as a health condition, a security issue or internal/external rules.
24. Any costs recoverable from another source.
25. If the insured does not cancel the travel before departure he has no rights to any refund of insurance premiums.

CLAIMS PROCEDURE

HOW TO MAKE A CLAIM

1. The policyholder or insured person must notify the contract agent about the cancellation of travel (by email, fax, or written statement at the contract agent) as soon as the occurrence of an event prevents their departure or at the latest within 48 hours of the onset of such an event.
2. If the policyholder or insured person does not notify the contract agent of the intention to cancel the travel within 48 hours of the event that causes the cancellation of the travel the insured loses their right to any insurance.
3. For any refund the insured is obliged to:
 - a. Notify of cancellation immediately after the reason of cancellation is known except for fortuitous events or acts of force majeure which could not be foreseen or avoided before the conclusion of the contract and this is proven by valid official documents.
 - b. Attach to the claim all documents, invoices, authorizations, medical reports and evidence proving the existence of an event for which he claims the benefits of this contract.
4. If the reason for the cancellation is serious illness or serious bodily injury, the insured is obliged to send the representative of the insurer all medical reports necessary to process the claim. The reason for cancellation must be supported by authentic medical documentation.
5. The insurer and its representative reserve the right to check the health condition of the insured using the insurers' or it's representative's contracted doctor
6. The appropriateness of the evidence is at the discretion of the Chief medical officer of the insurance company which reserves the right to request specific medical reports if necessary to approve the claim.
7. In case of a serious illness or serious bodily injury of a relative, medical documentation for her / him is required together with proof of family relationship.
8. In case of a serious illness or bodily injury of a person with whom the insured has arranged to reside temporarily, medical evidence relating to this person's medical condition is required.
9. In case of pregnancy the reason for cancellation must be justified by a medical certificate and/or maternity booklet.
10. In case of death, the required proof for cancellation is an extract from the registry of deaths together with proof of family relationship.
11. The Insured shall present all the certificates, information, consents and evidence, as required by the Insurer or its representative, at his/her own expense.

CLAIMS CONTACT DETAILS:

All claims are to be directed to the representative of the insurer at the following address:

Assistance CORIS d.o.o.
 Ul. bratov Babnik 10
 1000 Ljubljana
 Telephone: +386 1 5192020
 Fascimile: +386 1 5191698
 Email: odpoved@coris.si

Claims Co-operation

The insured shall in a timely fashion provide assistance and co-operate with the insurer or the representative of the insurer, in obtaining any other records deemed necessary to evaluate the claim. In no event is the insurer liable to pay any claim unless the insured co-operates fully with the insurer and/or the representative of the insurer in the investigation of the claim.

Claim settlement

Once the claim form is completed, the undisputed amount of the insurance benefit is paid within 15 working days after the decision accepted by both parties or by court order.

Claims Appeals

In case the insured is not satisfied with the decision of a claim, he may send a written appeal to the Appeal Commission of the representative of the insurer within 15 days after refusal of cover.

PRIVACY AND DATA PROTECTION NOTICE

DATA PROTECTION

Assistance CORIS d. o. o. (the Data Controller) and AmTrust Europe Limited (the insurer) are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation ("Legislation").

HOW WE USE YOUR INFORMATION

We may use the personal data we hold about you in the following ways:

- For the purposes of providing insurance, handling claims and any other related purposes. This may include underwriting decisions made via automated means – this is for the performance of the insurance contract between you and us.
- For offering renewal, research or statistical purposes – this is for our legitimate interests: for us to analyse historic activity, to improve our rating algorithms and to help predict future business impact. To further our commercial interests, to enhance our product offering and to develop new systems and processes.
- To provide you with information, products or services that you request from us or which we feel may interest you - where you have consented to be contacted for such purposes.
- To notify you about changes to our service – this is for our legal and regulatory obligations.
- To safeguard against fraud and money laundering and to meet general legal or regulatory obligations - this is for our legal and regulatory obligations.

Sensitive (Special) Personal Data (such as information relating to health), may be required by us for the specific purposes of underwriting and fraud detection, or as part of the claims handling process. The provision of such data is conditional for us to be able to provide insurance or manage a claim and, whilst you can withdraw your consent for us to process such data, this may result in us not being able to continue cover, or to process any claims. Where such data is provided to us, it will only be used for the purposes set out above, and will be treated securely and in line with this notice.

DISCLOSURE OF YOUR PERSONAL DATA

We may disclose your personal data to third parties involved in providing products or services to us, or to service providers who perform services on our behalf. These include:

- a. Our group companies,
- b. Affinity partners;
- c. Brokers, agents, third party administrators, reinsurers;
- d. Other insurance intermediaries;
- e. Credit agencies;
- f. Medical service providers;
- g. Fraud detection agencies;
- h. Loss adjusters;
- i. External law firms;
- j. External auditors;
- k. Regulatory authorities; and
- l. As may be required by law.

We may also disclose your personal information:

- a. In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- b. If any AmTrust company or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- c. To protect the rights, property, or safety of AmTrust, our customers, or others.

INTERNATIONAL TRANSFERS OF DATA

We may transfer your personal data to destinations outside the European Economic Area ("EEA"). Where we transfer your personal data outside of the EEA, we will ensure that it is treated securely, and in accordance with this privacy notice and the Legislation. We only transfer data to countries deemed as having adequate protection by the European Commission or, where there is no adequacy decision, we use the European Commission

approved 'Standard Contractual Clauses' with such parties to protect the data. A copy of the 'Standard Contractual Clauses' can be obtained by writing to: The Data Protection Officer, AmTrust International, 2 Minster Court, Mincing Lane, London, EC3R 7BB England.

YOUR RIGHTS

You have the right to:

- a. Ask us not to process your data for marketing purposes.
- b. See a copy of the personal information we hold about you.
- c. Ask us to delete any of your personal data (subject to certain exemptions).
- d. Have any inaccurate or misleading data corrected or deleted.
- e. Ask us to provide a copy of your data to any controller.
- f. Lodge a complaint with the local data protection authority.

For access to your personal data please write to: The Data Protection Officer, AmTrust International, 2 Minster Court, Mincing Lane, London, EC3R 7BB England.

MARKETING

Where you have provided consent, we may share personal data that you provide to us within the AmTrust Group of Companies and with other companies that we establish commercial links with. They and we may contact you (by mail, e-mail, telephone, text, or other agreed means) in order to tell you about products, services or offers that we believe will be of interest to you, or to provide you with commercial updates.

RETENTION

Your data will not be retained for longer than is necessary, and will be managed in accordance with our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with you, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

COMPLAINTS PROCEDURE

The insurer and the representative of the insurer are dedicated to providing the insured with a high quality service and want to ensure that this is maintained at all times. If an insured person feels that the insurer or another party connected with this insurance contract have not offered a first class service please contact the representative of the insurer at the above address.

OTHER CLAUSES

APPLICABLE LAW

The insurance contract is governed by Slovenian law. To settle any legal disputes arising from this insurance contract is the competent court in Ljubljana.

MULTIPLE-POLICIES

The policyholder or the insured persons are required to inform the contract agent of any other insurance concluded for the same risk. In the event the insured person has another policy in force the insurer is not liable to pay the claim.

SUBROGATION

The insurance company takes over all the rights of the insured to enforce measures and insurance reimbursement from any legal or natural person responsible for the claim. If this is impossible on the basis of the fault of the insured, the insurer accordingly is (wholly or partially) free of any liability under the insurance contract.

FRAUD AND MISREPRESENTATION

The insurance contract will be void in the event of misrepresentation, misdescription or non-disclosure of any material fact made by the insured or on the insured's behalf. If any claim submitted under this contract by the insured or a person acting on the insured's behalf shall in any respect be false or fraudulent, the insurer shall be under no liability

to make payment in respect of such claim and any amount already paid by the insurer must be paid back.

LIMITATIONS

The insurer's liability to the insured shall in no case exceed the sum insured.

The policyholder does not have the right to withdraw from the contract once concluded.

OBSERVANCE – FAILURE TO COMPLY WITH POLICY CONDITIONS

The insurer's liability to make any payment under this insurance contract shall be conditional upon the observance by the insured of all terms, provisions, conditions and endorsements of this contract. Where the insured does not comply with any obligation to act in a certain way specified in this insurance contract, this may prejudice the insured person's position to recover under any claim.

An act or omission contrary to the provisions of this insurance contract could result in the loss of rights to cover under this contract.

TRAVEL CANCELLATION PLAN SPECIAL CONDITIONS

BASIC COVER - WHAT'S COVERED?

A maximum of 6000 € per insured person and 30.000 € per claim for any irrecoverable unused travel and accommodation costs and other pre-paid charges which the insured has paid or is contracted to pay as a result of unavoidable and unexpected necessary (as advised by a medical practitioner) cancellation of the travel before departure, due to:

1. Serious bodily injury, unexpected serious illness or death to:
 - a. The insured or the insured's travelling companion; or
 - b. any person with whom the insured has arranged to reside temporarily; or
 - c. a close relative of the insured.

The sum insured paid to the insured person cannot in any case exceed the costs charged by the tour operator in accordance with the contractual cancellation scale as set out in the general conditions of the tour operator. The policyholder must notify the contract agent of the desire to cancel the travel within 48 hours of the insured event to benefit from the cover provided by this insurance contract.

All tourist services covered by this contract, including supplementary or successive services, constitute a single trip, which is defined by a single starting date, mentioned by the contract agent in the insurance policy schedule.

SPECIFIC EXCLUSIONS APPLICABLE TO THE BASIC TRAVEL CANCELLATION PLAN

In addition to the General Exclusions the following events are also excluded from insurance coverage for this plan:

1. Medically related claims where a certificate has not been obtained from a medical practitioner, confirming that cancellation of travel is necessary on medical grounds.
2. When the Chief Medical Officer of the insurer or the representative of the insurer does not find reason of incapability of the insured to travel or when the severity of illness/injury is not of such a nature that could be a reason for cancellation.

PREMIUM COVER - WHAT'S COVERED?

A maximum of 6000 € per insured person and 30.000 € per claim for any irrecoverable unused travel and accommodation costs and other pre-paid charges which the insured has paid or is contracted to pay as a result of unavoidable and unexpected necessary (as advised by a medical practitioner) cancellation of the travel before departure, due to:

1. Serious bodily injury, unexpected serious illness or death to:
 - a. The insured or the insured's travelling companion; or

- b. any person with whom the insured has arranged to reside temporarily; or
- c. a close relative of the insured.

2. Complications related to pregnancy of the insured or the insured's travelling companion, if the pregnancy was medically diagnosed and confirmed after the date when the insurance was concluded, and the doctor has advised not to travel.

3. Compulsory quarantine, jury service attendance or being called as a witness at a Court of Law by the insured or the insured's travelling companion.

4. Involuntary redundancy of the insured or the insured's travelling companion.

5. Divorce or termination of legally recognised non-marital partnerships.

6. Cancellation of wedding ceremony or honeymoon.

7. The insured's or insured's travelling companion's direct involvement in a traffic accident en route to the airport that significantly impedes the timely arrival, with corresponding police accident report.

8. Lack of snow at ski resort whereby less than 50% of the ski lifts intended for use are open preventing the realisation of the planned activity.

9. The issuing of a travel advisory warning by a competent body (such as the World Health Organisation or similar) related to a specific area or country included in the planned travel. The warning may be related to severe weather conditions, epidemic or pandemics.

10. The cancellation of an event (concert, sporting) for which the travel has been specifically arranged, as long as it does not form part of an organised trip involving multiple individuals.

11. A change in the date of a professional/state exam to be taken by the insured or the insured's travelling companion, from the originally published date, as long as the travel was arranged after publication of the original exam date and before publication of the revised exam date.

12. The need for the insured or the insured's travelling companion to remain at home due to serious damage to their home caused by fire, aircraft, explosion, storm, flood, subsidence, malicious persons or theft, as evidenced by an emergency services incident report.

13. The insured or the insured's travelling companion being called up to help in case of an emergency situation in their home country such as fire or flood and with the corresponding justification from an official body.

The sum insured paid to the insured person cannot in any case exceed the costs charged by the tour operator in accordance with the contractual cancellation scale as set out in the general conditions of the tour operator. The policyholder must notify the contract agent of the desire to cancel the travel within 48 hours of the insured event to benefit from the cover provided by this insurance contract.

All tourist services covered by this contract, including supplementary or successive services, constitute a single trip, which is defined by a single starting date, mentioned by the contract agent in the insurance policy schedule.

Deductible: A deductible of 50€ per insured person per claim will be deducted from the sum insured due to the insured person.

SPECIFIC EXCLUSIONS APPLICABLE TO THE PREMIUM TRAVEL CANCELLATION PLAN

In addition to the General Exclusions the following events are also excluded from insurance coverage for this plan:

1. Medically related claims where a certificate has not been obtained from a medical practitioner, confirming that cancellation of the travel is necessary on medical grounds
2. When the Chief Medical Officer of the insurer or the representative of the insurer does not find reason of incapability of the insured to travel or when the severity of illness/injury is not of such a nature that could be a reason for cancellation.
3. Any claim where pregnancy of the insured or the insured's travelling companion is confirmed prior to the date the insurance was concluded.
4. The insurer is not liable for the deductible.
5. The insurer is not liable for any loss or expenses caused by or resulting from misconduct leading to dismissal or from resignation or voluntary redundancy.