

## CORIS ZAVAROVANJE RIZIKA ODPOVEDI POTOVANJA SPLOŠNI POGOJI 01-TCI-12/2021

Besedilo teh Splošnih pogojev, besedilo morebitnih Posebnih pogojev, Polica ter vsi dodatki ali spremembe Police skupaj tvorijo Zavarovalno pogodbo med Zavarovalcem in Zurich Insurance PLC. Ti Splošni pogoji in spodaj navedeni Posebni pogoji ob upoštevanju Police natančno določajo pravice in obveznosti Zavarovalnice, Predstavnik zavarovalnice, Zavarovalca, Zavarovanca in Zavarovalnega zastopnika.

V primeru sklepanja na daljavo se Polica ter s tem tudi Zavarovalna pogodba štejeta za sklenjeni, ko je bilo opravljeno plačilo zavarovalne premije. Podpis Police s strani Zavarovalca in Zavarovalnice ni potreben.

Zavarovalnica bo, ko bo plačana premija, za čas potovanja, skladno z Zavarovalno pogodbo, zagotovila zavarovanje Rizika Odpovedi potovanja.

Zavarovalnica ali Predstavnik Zavarovalnice lahko odkloni sklenitev zavarovalne pogodbe, brez navajanja razlogov.

Zavarovanja ni mogoče skleniti za službena potovanja.

Zavarovalna polica, mora biti sklenjena v roku 72 ur od nakupa Potovanja in najmanj 15 dni pred odhodom na Potovanje. V primeru, da je 72 urni rok zamujen, vam zavarovanje prvih 8 dni od sklenitve zavarovanja ne velja. Za Polico jamči Zurich Insurance PLC.

### OPREDELITVE

V Zavarovalni pogodbi veljajo naslednje definicije:

**Bolnišnična oskrba:** Neodložljiv sprejem v bolnišnico zaradi akutnega zdravstvenega stanja.

**Dom:** stalno bivališče Zavarovanca na ozemlju Slovenije in drugih držav Evropske unije kot tudi v naslednjih državah: Bosna in Hercegovina, Srbija, Črna gora in Makedonija.

**Huda bolezen:** nenaden in nepričakovan pojav resnega in akutnega zdravstvenega stanja v Trajanju zavarovanja, ki zahteva zdravniško ali kirurško zdravljenje, redne kontrolne preglede in spremljanje rezultatov začasne ali trajne nesposobnosti za potovanje, kot ga predpiše zdravnik. V primeru hude bolezni Sorodnika, kot razloga za odpoved potovanja, se mora dogodek zgoditi znotraj 4 tednov pred potovanjem, in oboleli Sorodnik mora biti hospitaliziran najmanj 48 ur.

**Huda telesna poškodba:** nenaden in nepričakovan pojav hude telesne poškodbe v Trajanju zavarovanja, ki je izključno posledica nesreče, brez povezave s kakršnimi koli drugimi vzroki, ki zahteva zdravniško in kirurško zdravljenje, redne kontrolne preglede in spremljanje rezultatov začasne ali trajne nesposobnosti za potovanje, kot ga predpiše zdravnik. V primeru hude telesne poškodbe Sorodnika, kot razloga za odpoved potovanja, se mora dogodek zgoditi znotraj 4 tednov pred potovanjem, in Sorodnik mora biti hospitaliziran najmanj 48 ur.

**Lečeči zdravnik:** zdravnik ali zdravnik specialist, ki ima predpisano stopnjo usposobljenosti in ki ima dovoljenje in je registriran za zdravniško dejavnost v skladu z zakoni države, v kateri deluje (pri čemer Zavarovalec, Zavarovanec ali katerikoli od Zavarovalčevih ali Zavarovančevih Sorodnikov ali zaposlenih ne bo smatran za Lečečega zdravnika).

**Odbitek:** je v Zavarovalni pogodbi navedeni del zahtevka, ki ga Zavarovalnica ne povrne. Če ima zavarovanec za isto pot sklenjenih več polic, se odbitek upošteva le po eni polici.

**Polica:** zavarovalna polica, ki jo v konkretnem primeru sklenitve Zavarovalne pogodbe na podlagi teh Splošnih zavarovalnih pogojev izda Zavarovalnica ter vsebuje podrobnosti v zvezi s trajanjem zavarovanja ter zavarovanimi osebami.

**Posebni pogoji:** v nadaljevanju navedeni posebni zavarovalni pogoji.

**Potovanje:** prevoz in nastanitev z datumom začetka in skupno ceno kot sta določena v Polici. Predmet zavarovanja je lahko izključno celotna vrednost potovanja.

Predstavnik Zavarovalnice: družba Assistance CORIS d.o.o., Ljubljana ki je s strani Zavarovalnice pooblaščen za prodajo zavarovanja in obravnavanje odškodninskih zahtevkov.

Prej obstoječe zdravstveno stanje: vsako zdravstveno stanje za katero je Zavarovanec, Sorodnik zavarovanca ali Sopotnik v obdobju 12 mesecev pred sklenitvijo Zavarovalne pogodbe kazal bolezenske znake ali simptome ali prejemal zdravniško pomoč, zdravlila, opravil teste, zdravljenje ali kontrolne preglede.

**Skupina:** družbe članice skupine Zurich Insurance PLC.

**Smrt:** kot razlog za odpoved potovanja mora smrt sorodnika nastopiti v 4 tednih pred potovanjem.

**Sopotnik:** oseba, ki spremlja Zavarovanca na Potovanju in je zavarovana po isti polici.

**Sorodnik:** zakonski partner, zunajzakonski partner (zunajzakonske zveze morajo biti uradno prijavljene na skupnem naslovu najmanj 3 mesece pred sklepanjem Zavarovalne pogodbe), (krušni) starši, (krušni) starši partnerja, (pol)brat, (pol)sestra, sin, hči, pastorek, pastorka, posvojeni ali rejni otroci, stari starši, vnuki in zakoniti zastopnik.

**Splošni pogoji:** ti splošni zavarovalni pogoji.

**Trajanje zavarovanja:** zavarovanje v skladu z Zavarovalno pogodbo se začne z rezervacijo Potovanja ali plačilom zavarovalne premije, kar od tega se zgodi kasneje, ter se konča, ko zavarovanec zapusti Dom, z namenom odhoda na potovanje.

Zavarovalno obdobje se prav tako konča z dnevom, ko zavarovanec obvesti Predstavnik Zavarovalnice, da ne bo potoval.

**Zavarovalec:** oseba, ki z Zavarovalnico sklene Zavarovalno pogodbo in plača zavarovalno premijo v skladu s Polico.

**Zavarovalnica:** Zurich Insurance PLC, Belgium Branch Corporate Village – Building Caprese, 5 th Floor, Da Vincilaan 5, 1930 Zaventem, Belgium.

**Zavarovalna pogodba:** pogodbeno razmerje med Zavarovalcem in Zavarovalnico, kot je opredeljeno na začetku Splošnih zavarovalnih pogojev.

**Zavarovalna vsota:** najvišji znesek kritja, ki ga Zavarovalnica plača v skladu s Polico.

**Zavarovalni dogodek:** nenaden, nepričakovan, nepredvidljiv, vendar opredeljen primer, do katerega pride v Trajanju zavarovanja po Polici.

**Zavarovalni zastopnik:** turistična agencija, organizator Potovanja ali drug subjekt z dovoljenjem pristojnega organa po zavarovalniški zakonodaji, ki v imenu Zavarovalnice kot zavarovalni zastopnik sklene Zavarovalno pogodbo.

**Zavarovanec:** zavarovana oseba, kot je navedeno na Polici.

### UPRAVIČENE OSEBE - STAROSTNA MEJA

Do tega zavarovanja so kot Zavarovanci upravičene osebe stare največ 75 let.

### SPLOŠNE IZKLJUČITVE OBVEZNOSTI ZAVAROVALNICE

V naslednjih primerih velja za vse dele Zavarovalne pogodbe izključitev obveznosti:

1. Vsak zahtev, ki se nanaša na Zavarovanca, Sorodnika zavarovanca ali Sopotnika, ki je neposredno povezan s Prej obstoječim zdravstvenim stanjem.
2. Zavarovanec, njegov Sopotnik ali Sorodnik je na čakalnem seznamu bolnišnice ali čaka na kakršno koli vrsto bolnišnične oskrbe ali rehabilitacije.
3. Škodni dogodki do katerih je prišlo zunaj Trajanja zavarovanja
4. Škodni dogodki in njihove posledice, ki so nastali med datumom rezervacije Potovanja in datumom sklenitve Zavarovalne pogodbe.
5. Škodni dogodki, ki so nastali kot posledica vpliva ali zaradi povezave z alkoholom, mamili ali zdravili, razen če so bile te snovi zaužite v skladu z navodili proizvajalca ali jih je predpisal Lečeči zdravnik.
6. Škodni dogodki v zvezi ali kot posledica:
  - a. samomora ali poskusa samomora,
  - b. duševnih ali vedenjskih motenj (depresija, tesnoba, fobija, stres, itd.)
  - c. namerne samopoškodbe ali malomarnega izpostavljanja nevarnosti (razen v primeru reševanja življenja).
7. Škodni dogodki v zvezi ali kot posledica sodelovanja Zavarovanca pri nezakonitih ali kriminalnih dejanjih.
8. Škodni dogodki v zvezi ali kot posledica sodelovanja Zavarovanca pri nevarnih in tveganih dejavnostih kot so, bungee jumping, potapljanje v globino več kot 40 m, fizična dela, ki vključujejo praktično uporabo električnih, mehanskih, hidravličnih orodij ali industrijskih strojev ali delo na gradbišču, poklicno zabavništvo, profesionalni športi, borilne

veščine, dirkanje (razen teka), reliji in tekmovanja z motorji, leti z letalom (razen v primerih, ko je Zavarovanec plačal letalsko karto pri enem od registriranih ponudnikov letalskega potniškega prometa).

**9.** Če je Zavarovalni dogodek (letalska vozovnica, hotel itd.) odpovedan zaradi stečaja, likvidacije, pogodbene neizpolnitve s strani Zavarovalnega zastopnika, turistične agencije, organizatorja potovanja, kibernetnega napada, višje sile ali katerega koli drugega razloga, zaradi katerega potovanje na dan odhoda ni izvedljivo.

**10.** Kakršni koli dodatni stroški odpovedi rezervacije Potovanja, ki nastanejo, če Zavarovanec ne obvesti Zavarovalnega zastopnika takoj, ko se izkaže, da bo treba odpovedati rezervacijo.

**11.** Kakršni koli zahtevki za povrnitev stroškov, ki niso del stroškov Potovanja, za katerega je bila sklenjena ta Zavarovalna pogodba.

**12.** Kakršni koli zahtevki na podlagi katerih koli okoliščin, za katere je Zavarovanec vedel, ko je sklenil Zavarovalno pogodbo ali rezerviral Potovanje in je lahko pričakoval, da bodo povzročile odpoved Potovanja.

**13.** Odpoved zaradi epidemije ali pandemije.

**14.** Vsak dogodek v zvezi s katero koli vrsto zdravljenja neplodnosti, vključno z zapleti, ki izhajajo iz takega zdravljenja.

**15.** Odpoved potovanja zaradi nujnih zobozdravstvenih težav, razen če se pojavijo v roku 72 ur pred datumom potovanja in se ujemajo z definicijo Hude bolezni, kot je opredeljeno v teh pogojih.

**16.** Vsak zahtevek, sklenjen z namenom potovanja iz poslovnih razlogov.

**17.** Nezmožnost potovanja, ker Zavarovanec ni opravil potrebnega cepljenja ali ker so mu ukradli ali je izgubil potni list, vizum oziroma ni upošteval zahtev oblasti glede potnih listov, vizumov ali druge dokumentacije, potrebne za Potovanje.

**18.** Odločitev Zavarovanca, da ne želi potovati (odklanja Potovanje).

**19.** Kakršni koli stroški, ki so lahko povrnjeni iz drugega vira.

**20.** Če Zavarovanec ne prekliče Potovanja pred odhodom na Potovanje, nima pravice do izplačila zavarovalnine.

**21.** Škodni dogodki v zvezi nosečnostjo, razen če je plačana zavarovalna premija za Razširjeno polico in je bila nosečnost potrjena po datumu sklenitve Zavarovalne pogodbe ter je Potovanje po zdravniškem nasvetu odsvetovano.

**22.** Vsak zahtevek, pri katerem je bilo potovanje (zavarovalni dogodek) spremenjeno, na primer prestavitev datuma leta / končne destinacije, brez predhodne odobritve zavarovalnice.

**23.** Vsak zahtevek, ko na dan odhoda zavarovalni dogodek (letalska vozovnica, hotelska rezervacija, koncert itd.) zaradi insolventnosti prevoznika ali višje sile ne obstaja več. V teh primerih je treba povračilo stroškov zahtevati od organizatorjev dogodka.

**24.** Državljska vojna ali vojna z drugo državo, nemiri, gibanje prebivalstva, stavke, teroristična dejanja, ugrabitve talcev, uporaba orožja.

**25.** Ionizirajoče sevanje ali kontaminacija z radioaktivnimi snovmi iz jedrskih goriv ali jedrskih odpadkov, z izgorevanjem jedrskega goriva, radioaktivne, strupene, eksplozivne ali druge nevarne lastnosti kakršne koli jedrske zgradbe ali jedrske komponente take zgradbe.

## POSTOPEK VLOGE ODŠKODNINSKEGA ZAHTEVKA

### KAKO VLOŽITI ODŠKODNINSKI ZAHTEVEK?

**1.** Zavarovalec ali Zavarovanec mora o odpovedi Potovanja obvestiti Zavarovalnega zastopnika (po e-pošti, faksu ali s pisno izjavo v prostorih Zavarovalnega zastopnika), takoj ko pride do dogodka, ki preprečuje odhod ali najkasneje 48 ur po začetku takšnega dogodka.

**2.** Če Zavarovalec ali Zavarovanec o nameri odpovedi Potovanja ne obvesti Zavarovalnega zastopnika v 48 urah po začetku dogodka, ki je vzrok odpovedi Potovanja, Zavarovanec izgubi vse pravice do zavarovalnine.

**3.** Preden vloži Zavarovanec odškodninski zahtevek mora, kjer je to mogoče, pridobiti povračilo od drugih ponudnikov, kot so letalski prevozniki, hoteli itd.. V primeru, da zavarovalnica plača odškodnino in zavarovanec kasneje od turistične organizacije prejme povračilo, mora odškodnino vrniti zavarovalnici.

**4.** Za kakršno koli povračilo mora Zavarovanec:

**a.** Sporočiti odpoved takoj po začetku dogodka, ki je vzrok odpovedi, razen če to ni možno zaradi naključnih dogodkov ali višje sile, ki jih ni bilo mogoče predvideti ali preprečiti pred sklenitvijo pogodbe in je to mogoče dokazati z veljavnimi uradnimi dokumenti.

**b.** Zahtevku priložiti vse dokumente, račune, pooblastila, zdravniško dokumentacijo in dokazila o obstoju dogodka, na podlagi katerega uveljavlja nadomestila iz Zavarovalne pogodbe.

**5.** Če je razlog odpovedi Huda bolezen ali Huda telesna poškodba, mora Zavarovanec Predstavniku Zavarovalnice poslati vso zdravstveno dokumentacijo, potrebno za obdelavo zahtevka. Vzrok odpovedi mora biti dokazan z verodostojno zdravstveno dokumentacijo.

**6.** Zavarovalnica ali Predstavnik zavarovalnice si pridržuje pravico, da preveri zdravstveno stanje Zavarovanca, ki ga opravi pogodbeni zdravnik Zavarovalnice oz. Predstavnik Zavarovalnice.

**7.** O ustreznosti dokazil presoja glavni zdravstveni uslužbenec Zavarovalnice oziroma Predstavnik Zavarovalnice, ki sme zahtevati določena dodatna zdravniška poročila, potrebna za dokazovanje upravičenosti zahtevka.

**8.** V primeru Hude bolezni ali Hude telesne poškodbe Sorodnika je treba njegovo/njeno zdravstveno dokumentacijo poslati skupaj z dokazilom o sorodstvu.

**9.** V primeru Hude bolezni ali Hude telesne poškodbe osebe, pri kateri je Zavarovanec načrtoval začasno bivanje, je potrebno dostaviti zdravstveno dokumentacijo, ki se nanaša na zdravstveno stanje te osebe.

**10.** V primeru nosečnosti je treba razlog odpovedi dokazati z zdravniškim potrdilom in/ali materinsko knjižico.

**11.** V primeru smrti je ustrezen dokaz za odpoved izpisek iz matičnega registra o smrti, ki ga je treba poslati skupaj z dokazilom o sorodstvu. Na zahtevo Zavarovalnice ali Predstavnik zavarovalnice se dostavi tudi zdravniško Potrdilo o smrti in vzroku smrti.

**12.** Zavarovanec mora vsa potrdila, informacije, soglasja in dokazila, ki jih zahteva Zavarovalnica ali Predstavnik Zavarovalnice, pridobiti sam, na lastne stroške.

### KONTAKTNI PODATKI ZA ZAHTEVKE:

Vse zahtevke je treba poslati neposredno Predstavniku Zavarovalnice na spodnji naslov:

Assistance CORIS d.o.o.

Ulica bratov Babnik 10

SI-1000 Ljubljana, Slovenija

Telefon: +386 1 5192020

Faks: +386 1 5191698

E-pošta: odpoved@coris.si

### Pomoč pri zahtevkih

Zavarovanec je dolžan pravočasno zagotoviti pomoč in sodelovati z Zavarovalnico oziroma Predstavnikom Zavarovalnice pri zagotavljanju kakršnih koli drugih dokazil, potrebnih za vrednotenje zahtevka. Nesodelovanje ima za posledico odklonitev zahtevka.

### Poravnava zahtevka

Ko je vloga za uveljavitev pravic iz zavarovanja popolna, bo nesporni znesek zavarovalnine izplačan v roku 15 delovnih dni po sporazumu, ki ga sprejmeta obe stranki, ali po sodni odločbi.

### Pritožbe

Če se Zavarovanec ne strinja z odločitvijo glede zahtevka, lahko v 15 dneh po zavrnitvi kritja pošlje pisno pritožbo na naslov Predstavnik Zavarovalnice.

### OBVESTILO O ZASEBNOSTI IN VARSTVU PODATKOV

#### VARSTVO PODATKOV

Zurich Insurance PLC (zavarovalnica) ter Assistance CORIS d.o.o (oba upravljavca podatkov) se zavzemata za zaščito in spoštovanje vaše zasebnosti v skladu z veljavno zakonodajo o varstvu podatkov (»zakonodajaj«).

#### Kontakti:

Zurich Insurance PLC, Belgium Branch Corporate Village – Building Caprese, 5 th Floor, Da Vincilaan 5, 1930 Zaventem, Belgium.

Assistance CORIS d.o.o., Ulica bratov Babnik 10, SI-1000 Ljubljana, Slovenija

### KAKO UPORABLJAMO VAŠE INFORMACIJE

Vaše osebne podatke lahko uporabljamo na naslednje načine:

- Za namene zagotavljanja zavarovanja, obravnave terjatev in katere koli druge sorodne namene. To lahko vključuje sklepanje zavarovanj s

pomočjo avtomatskih sredstev – to je za izvedbo zavarovalne pogodbe med vami in nami.

- Za ponujanje obnovitvenih, raziskovalnih ali statističnih namenov – to je za naše legitimne interese: za analizo preteklih dejavnosti, za izboljšanje naših ocenjevalnih algoritmov in za pomoč pri predvidevanju prihodnjega poslovnega vpliva; za spodbujanje naših poslovnih interesov, krepitev ponudbe izdelkov in razvoj novih sistemov in procesov.
- Da vam zagotovimo informacije, izdelke ali storitve, ki jih zahtevate od nas ali za katere menimo, da bi vas lahko zanimali – če ste se strinjali, da vas kontaktiramo v te namene.
- Za obveščanje o spremembah naših storitev – to je za naše pravne in regulativne obveznosti.
- Za zaščito pred goljufijami in finančnim kriminalom ter za izpolnjevanje splošnih zakonskih ali regulativnih obveznosti – to je za naše pravne in regulativne obveznosti.

Občutljive (posebne) osebne podatke (kot so informacije v zvezi z zdravjem) lahko zahtevamo za določene namene sklepanja zavarovanj in odkrivanja goljufij ali kot del postopka za obravnavanje odškodninskih zahtevkov. Zagotavljanje takih podatkov je pogojeno s tem, da lahko zagotovimo zavarovanje ali upravljamo terjatev. Čeprav lahko soglasje za obdelavo takih podatkov prekličete, lahko to povzroči, da ne bomo mogli nadaljevati s pokrivanjem ali obdelavo terjatev. Če nam bodo ti podatki posredovani, se bodo uporabljali samo za zgoraj navedene namene in se bodo obravnavali varno in v skladu s tem obvestilom.

### SANKCIJSKA KLAVZULA

Kot del postopka sprejema v zavarovanje smo po zakonu dolžni izvajati sankcijski nadzor. Odločitev o sprejemu v zavarovanje se izvaja na točki prodaje zavarovanja. V ta namen se podatki pošiljajo na zavarovalnico Zurich Insurance PLC, ki ima za ta namen 7 delovnih dni časa. Če po 7 dneh ne prejmete povratne informacije, je sklenitev zavarovalne pogodbe dokončna. V kolikor med izvajanjem sankcijskega nadzora ugotovimo, da je oseba na seznamu (t.i. sankcijski zadetek), si pridružujemo pravico do zavrnitve sklenitve zavarovanja.

<https://www.benelux.zurich.com/nl-nl/services/privacy>

### RAZKRIVANJE VAŠIH OSEBNIH PODATKOV

Vaše osebne podatke lahko razkrijemo tretjim osebam, ki z nami sodelujejo pri zagotavljanju izdelkov ali storitev, ali ponudnikom storitev, ki opravljajo storitve v našem imenu. Ti vključujejo:

- a. podjetja iz naše skupine,
- b. povezane partnerje,
- c. posrednike, zastopnike, upravitelje tretjih strank, pozavarovatelje,
- d. druge zavarovalne posrednike,
- e. kreditne agencije,
- f. ponudnike zdravstvenih storitev,
- g. agencije za odkrivanje goljufij,
- h. cenilce škode,
- i. zunanja odvetniška podjetja,
- j. zunanje revizorje,
- k. regulativne organe in,
- l. kot se zahteva po zakonu.

Vaše osebne podatke lahko razkrijemo tudi:

- a. V primeru, da prodamo ali kupimo katero koli podjetje ali premoženje, saj lahko takrat vaše osebne podatke razkrijemo morebitnemu prodajalcu ali kupcu takšnega podjetja ali premoženja.
- b. V primeru, da katero koli družbo Zurich Insurance PLC ali vso njegovo premoženje pridobi tretja stranka, bodo osebni podatki strank, ki jih ima podjetje, eno od prenesenih sredstev.
- c. To je namenjeno zaščiti pravic, lastnine ali varnosti družbe Zurich Insurance PLC, naših strank ali drugih.

### MEDNARODNI PRENOS PODATKOV

Vaše osebne podatke lahko prenesemo na destinacije zunaj Evropskega gospodarskega prostora (»EGP«). V kolikor prenesemo vaše osebne podatke zunaj EGP, bomo zagotovili, da se bodo obravnavali varno in v skladu s tem obvestilom o zasebnosti ter zakonodajo. Podatke prenašamo le v države, za katere Evropska komisija meni, da imajo ustrezno stopnjo zaščite, ali pa, če ni sklepa o ustreznosti, uporabljamo za zaščito podatkov pri teh strankah »standardne pogodbenne klavzule«, katere je odobrila Evropska komisija. Kopijo »standardnih pogodbenih

klavzul« lahko dobite, če pišete na naslov: **The Data Protection Officer, Belgium Branch: [nathalie.parmontier@zurich.com](mailto:nathalie.parmontier@zurich.com), Da Vincilaan 5, 1930 Zaventem.**

### VAŠE PRAVICE

Imate pravico, da:

- a. nas prosite, da vaših podatkov ne obdelujemo za namene trženja;
- b. si ogledate kopijo osebnih podatkov, ki jih imamo o vas;
- c. nas prosite, da izbrisemo vaše osebne podatke (predmet določenih izjem);
- d. zahtevate popravek ali izbris vseh netočnih ali zavajajočih podatkov;
- e. nas prosite, da pošljemo kopijo vaših podatkov kateremu koli nadzorniku;
- f. vložite pritožbo pri lokalnemu organu za varstvo podatkov;

Za dostop do vaših osebnih podatkov, pišite na naslov: The Data Protection Officer, Belgium Branch: [nathalie.parmontier@zurich.com](mailto:nathalie.parmontier@zurich.com), Da Vincilaan 5, 1930 Zaventem.

### TRŽENJE

Kjer ste podali soglasje, si lahko osebne podatke, ki nam jih posredujete, izmenjujemo znotraj skupine družb Zurich Insurance PLC in z drugimi podjetji, s katerimi vzpostavljamo komercialne povezave. Oni in mi vas lahko kontaktiramo (prek e-pošte, telefona, sporočil ali drugih dogovorjenih poti), da vas obvestimo o novih izdelkih, storitvah ali ponudbah, za katere menimo, da vas zanimajo, ali da vam nudimo komercialne novice.

### HRANJENJE PODATKOV

Vaših podatkov ne bomo obdržali dlje kot je potrebno in jih bomo upravljali v skladu z našim pravilnikom o hrambi podatkov. V večini primerov za obdobje hranjenja velja obdobje desetih (10) let po izteku zavarovalne pogodbe ali našega poslovnega odnosa z vami, razen če bomo morali hraniti.

### POSTOPEK PRITOŽBE

Zavarovalnica in Predstavniki zavarovalnice si prizadevata za zadovoljstvo Zavarovancev in za korektno obravnavo Zavarovalnih primerov. Za primere, ko pride kljub temu do nestrinjanja v zvezi z zavarovalno pogodbo, je Zavarovancu zagotovljena možnost pritožbe v izvensodnem postopku. Pritožbo lahko vložite ustno na telefonsko številko 01 5192020, pisno na naslov Assistance CORIS d.o.o., Ulica bratov Babnik 10, SI-1000 Ljubljana, Slovenija ali po elektronski pošti [odpoved@coris.si](mailto:odpoved@coris.si). Pritožbe obravnava pristojna služba v skladu s CORIS Pravilnikom, ki ureja interni pritožbeni postopek. Zavarovanec prejme pisni odgovor v najkrajšem možnem času, vendar najkasneje v roku 30 koledarskih dni od dneva, ko je Predstavniki zavarovalnice prejel pritožbo.

V primeru nestrinjanja z odločitvijo Pritožbene komisije lahko Zavarovanec nadaljuje postopek za izvensodno rešitev spora pri mediacijskem centru Slovenskega zavarovalnega združenja, Železna cesta 14, 1000 Ljubljana, telefon: 01 300 93 81, e-mail: [irps@zav-zdruzenje.si](mailto:irps@zav-zdruzenje.si).

### DRUGA DOLOČILA

#### PRISTOJNA ZAKONODAJA

Za Zavarovalno pogodbo se uporablja slovensko pravo (neupoštevanje vsakokratna pravila mednarodnega zasebnega prava). Za reševanje kakršnih koli pravnih sporov, ki bi izhajali iz te Zavarovalne pogodbe (ali bi bili v zvezi z njo), je pristojno stvarno pristojno sodišče v Ljubljani.

#### VEČ POMIC

Zavarovalec oz. Zavarovanci so dolžni Zavarovalnega zastopnika obvestiti o kakršnih koli drugih zavarovanjih, sklenjenih za isti riziko. Če ima Zavarovanec že sklenjeno drugo zavarovalno pogodbo, Zavarovalnica ni dolžna plačati zahtevka.

#### VSTOP V PRAVICE

Zavarovalnica vstopi v vse pravice Zavarovanca za uveljavljanje ukrepov in povračilo zavarovalnine od vseh pravnih ali fizičnih oseb, odgovornih za zahtevek. Če je to Zavarovalnici onemogočeno na podlagi krivde Zavarovanca, je Zavarovalnica temu primerno (delno ali v celoti) prosta kakršne koli odgovornosti na podlagi Zavarovalne pogodbe.

## PREVARA IN ZAVAJANJE

Če Zavarovanec ali kdo drug v njegovem imenu navede napačne in nenatančne podatke ali ne razkrije bistvenih dejstev, bo ta Zavarovalna pogodba neveljavna. Če Zavarovanec ali katera koli druga oseba v njegovem imenu vložijo kakršen koli zahtevek iz te Zavarovalne pogodbe, ki je na kakršen koli način napačen ali goljufiv, Zavarovalnica ni zavezana k izplačilu na podlagi takega zahtevka, kakršen koli že plačan znesek pa mora Zavarovanec povrniti.

## OMEJITVE

Obveznost Zavarovalnice do Zavarovanca v nobenem primeru ne preseže Zavarovalne vsote. Zavarovalec nima pravice odstopa od Zavarovalne pogodbe, ko je bila ta že sklenjena. Zavarovalec v nobenem primeru ni upravičen do povračila plačane premije.

## UPOŠTEVANJE – NEZMOŽNOST IZPOLNJEVANJA DOLOČIL ZAVAROVALNE POGODBE

Odgovornost Zavarovalnice za izplačila v skladu s Polico je odvisna od Zavarovančevega upoštevanja vseh določil te Zavarovalne pogodbe. Če Zavarovanec ne upošteva vseh obveznosti, določenih v tej Zavarovalni pogodbi, lahko to vpliva na njegove možnosti prejema povračila zahtevkov. Ravnanja ali opustitve v nasprotju z določili Zavarovalne pogodbe imajo za posledico izgubo pravic do kritja iz Police.

## ZAVAROVANJE RIZIKA ODPOVEDI POTOVANJA - POSEBNI POGOJI

### ENOSTAVNA POLICA

#### KAJ POKRIVA?

Do 6.000 EUR na Zavarovanca in 30.000 EUR na dogodek za kakršne koli nepoplačljive stroške prevoza, namestitve ali druge stroške, ki so bili ali bi morali biti plačani po pogodbi, ne morejo pa biti izkoriščeni zaradi neizogibne in nepričakovane odpovedi Potovanja pred odhodom na podlagi nasveta Lečečega zdravnika zaradi:

1. Hude telesne poškodbe, nepričakovane Hude bolezni ali Smrti:
  - a. Zavarovanca ali Sopotnika ali
  - b. osebe, pri kateri je Zavarovanec načrtoval začasno bivati ali
  - c. Zavarovančevega Sorodnika.

Zavarovalna vsota, izplačana Zavarovancu ne more v nobenem primeru presegati stroškov, plačanih turistični agenciji v skladu s pogodbeno odpovedno lestvico, ki je določena v splošnih pogojih turistične agencije. Zavarovalec ali Zavarovanec mora Zavarovalnega zastopnika obvestiti o nameri odpovedi v 48 urah po začetku dogodka, na podlagi katerega je upravičen do kritja v skladu s Polico.

Vse turistične storitve, krite s to pogodbo, vključno z dodatnimi ali zaporednimi storitvami, predstavljajo enotno Potovanje, ki ga določa enoten datum začetka, ki ga Zavarovalni zastopnik navede v Zavarovalni pogodbi.

V primeru skupne rezervacije je na isti Polici lahko več družin, s tem da je v primeru odpovedi enega od Zavarovancev do povračila Zavarovalne vsote upravičena le njegova družina.

### POSEBNE IZKLJUČITVE, KI VELJAJO ZA ENOSTAVNO POLICO

Poleg splošnih izključitev obveznosti Zavarovalnice so iz kritja v okviru takšne Police izključeni tudi naslednji dogodki:

1. Zahtevki, povezani z zdravstvenimi stanji, kjer ni na voljo potrčila, pridobljenega od Lečečega zdravnika, ki bi potrdilo, da je bila odpoved Potovanja nujna glede na zdravstveno stanje oz. zahtevane zdravstvene dokumentacije.
2. Če glavni zdravstveni uslužbenec Zavarovalnice oziroma Predstavnik Zavarovalnice ne odkrije vzroka, zaradi katerega bi bil Zavarovanec nezmožen potovati, ali kjer bolezen ali poškodbe niso tako hudi, da bi lahko bili razlog odpovedi.

### RAZŠIRJENA POLICA

#### KAJ POKRIVA?

Do 6.000 EUR na Zavarovanca in 30.000 EUR na dogodek za kakršne koli nepoplačljive stroške prevoza, namestitve ali druge stroške, ki so bili ali bi morali biti plačani po pogodbi, ne morejo pa biti izkoriščeni zaradi neizogibne in nepričakovane odpovedi Potovanja pred odhodom na podlagi:

1. Hude telesne poškodbe, nepričakovane Hude bolezni ali Smrti:
  - a. Zavarovanca ali Sopotnika ali

b. osebe, pri kateri je Zavarovanec načrtoval začasno bivati ali

c. Zavarovančevega Sorodnika.

2. Zapletov, povezanih z nosečnostjo Zavarovanke ali nosečnostjo Sopotnice, če je bila nosečnost zdravniško ugotovljena in potrjena po datumu sklenitve Zavarovalne pogodbe ter je Potovanje po zdravniškem nasvetu odsvetovano.

3. Če Zavarovanca ali Sopotnika doleti obvezna karantena, sodelovanje v poroti ali pričanje na sodišču kar neposredno vpliva na načrtovano potovanje.

4. Če Zavarovanca ali Sopotnika doleti neprostovoljna prekinitve pogodbe o zaposlitvi.

5. Razveza zakonske zveze ali prenehanje pravno priznane zunajzakonske zveze.

6. Odpoved poročne slovesnosti ali medenih tednov, za katere je bilo načrtovano potovanje.

7. Zavarovančeva ali Sopotnikova neposredna vključenost v prometno nesrečo na poti do letališča, ki resno ogrozi pravočasen prihod, dokazana s policijskim zapisnikom o nesreči.

8. Pomanjkanje snega v smučarskem središču, pri katerem deluje manj kot 50 % naprav, predvidenih za uporabo, kar onemogoča izvajanje načrtovanih dejavnosti.

9. Pristojen organ (kot na primer Svetovna zdravstvena organizacija ali Ministrstvo za zunanje zadeve) izda opozorilo za turiste, kjer odsvetujejo potovanje na določeno območje ali državo, ki je del načrtovanega Potovanja in to opozorilo še vedno velja na dan odhoda na potovanje.

10. Odpoved dogodka (koncerta, športne prireditve), za katerega je bilo urejeno Potovanje, če ni del organiziranega prevoza na dogodek, ki vključuje skupino posameznikov.

Preklic ali sprememba poslovnega sestanka je izrecno izključen iz kritja.

11. Sprememba datuma strokovnega/državnega izpita Zavarovanca ali Sopotnika glede na predhodno objavljen datum, če je bilo Potovanje organizirano po objavi prvotnega datuma in pred objavo novega.

12. Če mora Zavarovanec ali Sopotnik ostati doma zaradi obsežne škode na svojem domu, povzročene v požaru, eksploziji letala, neurju, poplavi, zemeljskem plazju ali pogrezanju, ali ki so jo povzročili zlonamerne osebe ali tatovi, pri čemer je potrebno poročilo o dogodku reševalne službe.

13. Zavarovanec ali Sopotnik je vključen v pomoč v primeru izrednih razmer, kot na primer požara ali poplave, v svoji državi, kar dokažete s pisno obrazložitvijo ustreznega organa.

Zavarovalna vsota, izplačana Zavarovancu, ne more v nobenem primeru presegati stroškov, plačanih turistični agenciji v skladu s pogodbeno odpovedno lestvico, ki je določena v splošnih pogojih turistične agencije. Zavarovalec ali Zavarovanec mora Zavarovalnega zastopnika obvestiti o nameri odpovedi v 48 urah po začetku dogodka, na podlagi katerega je upravičen do kritja v skladu s Polico.

Vse turistične storitve, krite s to pogodbi, vključno z dodatnimi ali zaporednimi storitvami, predstavljajo enotno potovanje, ki ga določa enoten datum začetka, ki ga Zavarovalni zastopnik navede v Zavarovalni pogodbi.

V primeru skupne rezervacije je na isti Polici lahko več družin, s tem da je v primeru odpovedi enega od Zavarovancev do povračila Zavarovalne vsote upravičena le njegova družina.

Odbitek: Odbitek v znesku 50 EUR na Zavarovanca na zahtevek bo odštet od Zavarovalne vsote vsakega Zavarovanca.

### POSEBNE IZKLJUČITVE, KI VELJAJO ZA RAZŠIRJENO POLICO

Poleg splošnih izključitev obveznosti Zavarovalnice so iz kritja v okviru takšne Police izključeni tudi naslednji dogodki:

1. Zahtevki, povezani z zdravstvenimi stanji, kjer ni na voljo potrčila Lečečega zdravnika, ki bi izkazovalo, da je bila odpoved Potovanja nujna glede na zdravstveno stanje oz. zahtevane zdravstvene dokumentacije.

2. Če glavni zdravstveni uslužbenec Zavarovalnice oziroma Predstavnik Zavarovalnice ne odkrije vzroka, zaradi katerega bi bil Zavarovanec nezmožen potovati, ali kjer bolezen ali poškodbe niso tako hudi, da bi lahko bili razlog odpovedi.

3. Vsakršen zahtevek, v zvezi s katerim je bila nosečnost Zavarovanke ali Sopotnice potrjena pred datumom sklenitve Zavarovalne pogodbe.

4. Zavarovalnica ne prevzema odgovornosti za Odbitek.

5. Zavarovalnica ne prevzema odgovornosti za kakršne koli izgube ali stroške, ki so povzročene ali posledica neprimerne vedenja, zaradi katerega je prišlo do odpovedi zaposlitve, ali če je odpoved dal sam Zavarovanec.

# CORIS TRAVEL CANCELLATION INSURANCE

## GENERAL TERMS & CONDITIONS 01-TCI-12/2021

**TRANSLATION: Only the Slovene version shall be legally binding**

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

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, the insurer will provide the insurance cover against the risk of Travel Cancellation for the period of insurance. The insurer or the Representative of the Insurer may refuse to conclude an insurance contract without giving any reason.

Travel cancellation cannot be concluded for business trips.

Insurance concluded more than 72 hours after the purchase of the trip and less than 15 days prior to departure is not valid. In case that 72 hours deadline is missed, the insurance will not be valid for the first 8 days after the conclusion of the insurance. This Policy is underwritten by Zurich Insurance PLC.

### 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.

**Death:** For this to be considered a valid cancellation reason, the death of a relative must occur within 4 weeks prior to travel.

**General Terms & Conditions:** These general insurance conditions.

**Home:** Permanent residence in the European Union and the following neighbouring countries: Bosnia & Herzegovina, Serbia, Montenegro and North 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:** Zurich Insurance PLC, Belgium Branch, insurance company registered under no 2079.

**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 travel or pays the insurance premium whichever occurs later and ends when the Insured leaves their home to begin their travel.

The Period of Insurance ends as well on the day when the decision not to travel has been reported to the Representative of the Insurer.

**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.

**Pre-existing condition:** Any medical condition for which the insured person, a relative of the insured person or travelling companion has suffered signs or symptoms or received medical advice, tests, medication, treatment or follow-up in the 12 months prior to inception of this policy.

**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, grandchild, and legal guardian.

**Representative of the Insurer:** Assistance CORIS d.o.o., Ul. bratov Babnik 10, 1000 Ljubljana, Slovenia, authorized to deal with the claims on behalf of the insurer.

**Serious bodily injury:** The sudden and unexpected 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.

**Travel:** Means transport and accommodation 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 connected to the insured person, a relative of the insured person or travelling companion directly related to a pre-existing condition.
2. 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 or rehabilitation.
3. Claims for events that occurred outside the period of insurance.
4. 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.
5. 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.
6. 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).
7. Claims arising or resulting from participation of the insured in illegal or criminal acts.
8. 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.

9. 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.

10. 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.

11. Any claim for expenses that are not included in the cost of travel for which this policy has been purchased.

12. 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.

13. Cancellation due to an epidemic or pandemic.

14. Any claim related to any type of fertility treatment including complications arising out of such treatment.

15. 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.

16. Any claim related to the Travel Cancellation concluded with the purpose of traveling for business reasons.

17. Inability to travel due to the insured's failure to obtain the required vaccinations, a negative test result for a contagious disease, passport or visa or the insured's travel documents being lost or stolen.

18. The decision of the insured person not to travel (unwillingness to travel).

19. Any costs recoverable from another source such as airline, hotel, travel agency, tour operator.

20. If the insured does not cancel the travel before departure, he has no rights to any refund of insurance premiums.

21. Damage events related to pregnancy unless the Premium cover is purchased and the pregnancy was confirmed after the date of conclusion of the Insurance Contract, and the doctor has advised against travelling.

22. Any claim where the travel (the insured event) has been modified such as the rescheduling of a flight date/destination, without prior approval from the Insurance Company.

23. Any claim where, at the time of travel, the insured event (airline ticket, hotel reservation, concert etc) no longer exists due to insolvency of the carrier or force majeure. In these cases, reimbursement must be sought from the organisers of the event.

24. Civil war or war with another country, riots, population movements, strikes, acts of terrorism, hostage taking, handling of weapons.

25. 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.

## 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. The insured person must, where possible, obtain reimbursement from other providers such as airlines, hotels etc before presenting a claim for cancellation to the Insurance Company. In the event compensation is paid by the Insurance Company and the insured person later receives a refund from the travel operator, they are obliged to return the compensation to the Insurance company.

4. 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.

5. 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.

6. The insurer and its representative reserve the right to check the health condition of the Insured using the Insurers' or its representative's contracted doctor.

7. 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.

8. 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 .

9. 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.

10. In case of pregnancy the reason for cancellation must be justified by a medical certificate and/or maternity booklet.

11. In case of death, the required proof for cancellation is an extract from the registry of deaths together with proof of family relationship. At the request of the Insurer or the Representative of the insurer, the death certificate with the cause of death should be presented.

12. The Insured shall obtain by his/her own means and 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.

Ulica bratov Babnik 10

SI-1000 Ljubljana

Slovenia

Telephone: +386 1 5192020

Fascimile: +386 1 5191698

Email: [odpoved@coris.si](mailto: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 representative of the insurer within 15 days after refusal of cover.

## PRIVACY AND DATA PROTECTION NOTICE

### DATA PROTECTION

Zurich Insurance PLC (the insurer) and Assistance CORIS d.o.o (both Data Controllers) are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation ("Legislation").

### Contacts:

Zurich Insurance PLC, Belgium Branch Corporate Village – Building Caprese, 5th Floor, Da Vincilaan 5, 1930 Zaventem

Assistance CORIS d.o.o., Ulica bratov Babnik 10, SI-1000 Ljubljana, Slovenia

### 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 financial crimes 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.

#### **SANCTION POLICY**

As part of the acceptance process for this insurance we are obliged by law to perform a sanction check, this insurance is accepted in principle at the point of sale. For such purposes data will be sent to Zurich Insurance. We will perform the sanction check within 7 business days and if after 7 days you did not hear from us this insurance contract is final. We reserve the right to suspend or cancel this policy in case of a sanction hit.

Notwithstanding any other terms under this agreement, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to any insured or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

#### **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 Zurich Insurance 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 Zurich Insurance, our customers, or others.

For more details please visit: <https://www.belux.zurich.com/nl-nl/services/privacy>.

#### **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, DPO Belgium Branch, [nathalie.parmentier@zurich.com](mailto:nathalie.parmentier@zurich.com)**

Zurich Insurance, Belgium Branch, Corporate Village – Building Caprese, 5 th Floor, Da Vincilaan 5, 1930 ZAVENTEM, Belgium. Insurance company registred under no 2079.

#### **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, DPO Belgium Branch, [nathalie.parmentier@zurich.com](mailto:nathalie.parmentier@zurich.com)

#### **MARKETING**

Where you have provided consent, we may share personal data that you provide to us within the Zurich Insurance 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 ten(10) 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 its representative strive for the satisfaction of the Insured and for the correct treatment of the Insurance cases. For cases where the disagreement arises in connection with an Insurance contract, the Insured is guaranteed the possibility of appealing in an extra-judicial procedure.

The complaint may be submitted orally to phone number +386 1 5192020, in writing to Assistance CORIS d.o.o., Ulica bratov Babnik 10, SI-1000 Ljubljana, Slovenia or by e-mail to [odpoved@coris.si](mailto:odpoved@coris.si).

Complaints are handled by the Complaints Commission in accordance with the Rules governing the internal complaints procedure. The insured person receives a written response in the shortest possible time, but no later than within 30 calendar days from the date when the Insurance representative received the complaint.

In case of disagreement with the decision of the Complaints Commission, the insured person may proceed with the procedure for out-of-court settlement of the dispute at the mediation centre of the Slovenian Insurance Association, Železna cesta 14, SI-1000 Ljubljana, Slovenia, telephone: 01 300 93 81, e-mail: [irps@zav-zdruzenje.si](mailto:irps@zav-zdruzenje.si).

#### **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.

The policyholder is not entitled to a refund of any part of the premium under any circumstances.

#### 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.

In the case of joint reservation, more families may conclude the same policy but in case of cancellation of one of the Insureds only his family has the right for reimbursement under this insurance cover.

#### 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 which affects the scheduled travel.

4. Involuntary loss of contracted employment 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 for which the travel was planned.

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. A competent authority (such as the World Health Organization or the Foreign Office) issues advice to avoid travelling to a specific area or country that is part of a planned Trip and the advice is still in force at the trip date.

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.

In the case of joint reservation, more families may conclude the same policy but in case of cancellation of one of the Insureds only his family has the right for reimbursement under this insurance cover.

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.