

GENERAL TERMS AND CONDITIONS: 01-EMI_2-2024

Extended stay /Basic Accident & Health Emergency Cover

Article 1. INTRODUCTORY PROVISIONS

(A) Introduction

The General Terms and Conditions of Extended stay emergency medical insurance with **Assistance Abroad** (hereinafter: The Terms and Conditions) are an integral part of the **Insurance Contract** concluded between the **Policyholder** and the **Insurance Company**. This **Policy**, the declarations made during the application process, the **Schedule**, and any endorsements, set out the terms of this contract between the **Policyholder** and the **Insurer**. The **Insurer** or the Representative of the **Insurer** may refuse to conclude an **Insurance Contract** without giving any reason.

(B) IMPORTANT: Please read all documents to make sure they provide the cover required; this Policy is not intended to replace Private Medical Insurance.

Health conditions and obligations

This insurance is basically intended to offer cover for severe acute conditions. When applying for Basic Accident & Health Emergency Cover, to potentially be entitled to the medical expenses benefit for **Urgent Medical Care or Treatment** for an unexpected **acute serious, life-threatening deterioration of a chronic condition** up to the limits specified in the **Schedule**, you must declare what chronic conditions you have been diagnosed with.

If your health or any chronic illness is not stable, you must visit your treating physician before travelling for appropriate stabilisation.

(C) Definitions

The following terms contained in this Policy shall mean:

Abroad: The territory where the Insurance Company offers insurance cover the Insured in accordance with the Insurance Contract. **Abroad** shall not be any country where the Insured has a permanent residence.

Accident or accidental: A sudden unexpected, unforeseen, and identifiable incident which is external to the body and occurs during the Period of insurance. (For the purpose of this policy, infections are not included in this concept).

Act of Terrorism / Terrorist Attack: An Act of Terrorism shall be any act of violence or an act endangering human life, movable or immovable property or infrastructure, with 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.

Assistance: Aid in the event of a **serious illness** or a **serious bodily injury** while being **abroad**.

Assistance Company: Assistance CORIS, d.o.o., Ul. bratov Babnik 10, 1000 Ljubljana, Slovenia (EU), who is also a representative of the **Insurance Company**.

Beneficiary: The person who is entitled to the benefit, i.e., the payment or reimbursement of costs if an **insured event** occurs.

Benefit: A sum paid by the **Insurance Company** to the **Insured person**, under the provisions of the **Insurance Contract**.

Bone fracture: A break in the full thickness of a bone which is identified by an x-ray within a maximum of 5 days from the date of injury. Hairline, fatigue or stress fracture are not included in this cover.

Cancer: First diagnosis of a malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue.

The term malignant tumour includes leukaemia, sarcoma, and lymphoma except cutaneous lymphoma (lymphoma confined to the skin).

For the above definition, the following are not covered:

* All cancers which are histologically classified as any of the following:

- pre-malignant;
- non-invasive;
- cancer in situ;
- having borderline malignancy; or
- having low malignant potential;

* All tumours of the prostate unless histologically classified as having a Gleason score of 7 or above or having progressed to at least TNM classification T2bN0M0.

* Chronic lymphocytic leukaemia unless histologically classified as having progressed to at least Binet Stage A.

* Any skin cancer (including cutaneous lymphoma) other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin).

* All thyroid tumours unless histologically classified as having progressed to at least TNM classification T2N0M0

Chronic condition: any medical condition, disease, illness, or injury which has one or more of the following characteristics:

- it needs ongoing or long-term monitoring through consultations, examinations, check-ups and/or tests
- it needs ongoing or long-term control or relief of symptoms
- it requires your rehabilitation or for you to be specially trained to cope with it
- it continues indefinitely
- it has no known cure

- it comes back or is likely to come back.

Family member: 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**), parents, brother, sister, son, daughter, adopted or fostered children of the Insured.

Home location/Homeland or country of residence: The country of the Insured's permanent official residency.

Hospital: Any establishment which is registered or licensed as a medical or surgical facility offering adequate technical and human resources to provide medical care and treatment for injured and sick people under the continuous supervision of medical practitioners 24/7.

Inpatient: a hospital patient who occupies a bed for at least one night in the course of treatment, examination, or observation.

Insurance Company/Insurer: Helvetia Global Solutions Ltd., Äulestrasse 60, 9490 Vaduz, Principality of Liechtenstein (Company Number: FL-0002.191.766-9)

Insurance Contract: The contract, which consists of the **Policy** and these Terms and Conditions, the declarations made by the applicant, and the **Schedule**, and is concluded by and between the **Policyholder** and the **Insurance Company**.

Insured event: A sudden, unexpected and unforeseeable event covered by this insurance occurring during the **period of insurance**.

Insured person: any person whose risks are covered by these Terms and Conditions and named as such in the **Schedule**.

Medical practitioner: A doctor or medical specialist who is legally qualified, licenced and registered to practice medicine under the laws of the country in which they practice medicine, other than the insured, an immediate **family member** or an employee of the **Insured person**.

Medically necessary: Health care services or supplies that may be justified as reasonable, necessary, and/or appropriate based on evidence-based clinical standards of care to diagnose or treat a **serious bodily injury** or a **serious illness**.

Outpatient: A patient who receives care or is treated at a hospital or clinic and leaves without becoming an **inpatient**.

Period of insurance: The period between the Commencement date of the **Policy** commencing at 0.01 AM and the Expiry date, expiring at midnight, shown in the **Schedule**.

Policy: A document proving the conclusion of the insurance issued by the **Insurance Company** to the **Insured person** who is travelling **abroad**.

Policyholder: The person who has concluded the **Insurance Contract**.

Pre-existing medical condition: an illness or set of signs or symptoms that may or may not have been diagnosed or treated yet, which started prior to the **Insurance Contract** commencement or before a departure **abroad**.

Premium: A sum paid by the **Policyholder** to the Insurance Company under the **Insurance Contract**.

Schedule: a document including the particular conditions and specifications issued by the **insurance company**, applicable to your **insurance contract**.

Serious bodily injury: The occurrence of severe physical injury during the **period of insurance** caused solely by **accidental** means and independent of any other cause, that manifests itself by acute symptoms of sufficient clinical significance (including pain) such that the absence of immediate medical attention could reasonably be expected to result in: 1. placing the patient's health in serious jeopardy; 2. serious impairment to bodily function; or 3. serious dysfunction of any bodily organ or part

Serious illness: The sudden and unexpected occurrence, during the **period of insurance**, of a severe acute medical condition that manifests itself by acute symptoms of sufficient clinical significance (including pain) such that the absence of immediate medical attention could reasonably be expected to result in: 1. placing the patient's health in serious jeopardy; 2. serious impairment to bodily function; or 3. serious dysfunction of any bodily organ or part

Severe Health Condition of a family member: The occurrence of a **serious bodily injury** or a **serious illness**, during the **period of insurance**, which requires medical or surgical treatment and requires the **family member** to be hospitalised for at least 72 hours. This does expressly not include pre-existing conditions.

Total and Permanent Disability refers to a disability, which:

1. is caused by a **serious bodily injury** resulting from an **accident**, and
2. occurs due to the said **serious bodily injury**, directly and independently of any other causes, and
3. occurs within 183 days of the occurrence of such **accident** which triggered the disability, but before the expiry of the cover, and
4. completely, continuously and permanently prevents the **insured person** from engaging in any work, occupation or profession to earn or obtain any wages, compensation or profit, such condition to persist for at least 365 days from the date of the **accident**

The loss of use both arms, or of both legs, or of one arm and one leg, or of both eyes, shall be considered total and permanent disability, without prejudice to other causes of total and permanent disability.

Urgent Medical Care or Treatment: Urgent care or treatment **medically necessary** to treat a **serious bodily injury** or **serious illness**

Waiting Period: The period of time that you are unable to make a claim after the start date of your **insurance cover**.

Article 2. INSURED PERSONS

In individual insurance the Insured is the person stated in the **Policy**.

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.

Under these **Terms and Conditions**, the Insured can only be persons until their fulfilled 60th year of age. Persons older than 60 years may also be insured against additional premium payment.

A person without any contractual capability or a mentally ill person cannot be the **Policyholder**.

Article 3. PERIOD OF INSURANCE

Period of insurance is for a period of 6 months or 12 months as selected at application and specified in the **Schedule**.

Article 4. PLACE OF INSURANCE APPLICATION

The insurance cover shall only apply **abroad** i.e., outside of the territory of the country where the **Insured member** has a registered permanent residence.

Article 5. VALIDITY OF INSURANCE

The **Insurance contract** shall be concluded when both contracting parties have signed the insurance **Policy**.

If it has been agreed that the premium must be paid:

1. after the contract is concluded provided the premium has been paid, 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.
2. upon the conclusion of the 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 of the next day when the premium is paid.

In the case of remote conclusion of the **Insurance contract**, the contract shall be concluded when the premium has been paid, which the **Policyholder** proves with the premium payment receipt. **Policy Terms and Conditions** must be read, understood and accepted. Signature of the **Policy** by the **Policyholder** is not required.

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 a **waiting period** of 8 full days upon the conclusion of the insurance contract.

For the coverage of **Urgent Medical Care or Treatment** of acute deteriorations of chronic conditions, only those conditions declared during the application process will be covered and up to the limit specified in the Benefit table and the **Schedule**.

Article 6. SCOPE OF COVER

(A) Assistance call centre services

- the availability of the Assistance call centre 24/7, year-round,
- the arrangement of Urgent Medical Care,

- the arrangement of urgent medical transportation for the Insured,
- informing the Insured and his/her family members,
- telephone charges for calling the Assistance Company's call centre.

(B) Cover descriptions

The following occurrences will be covered in accordance with the **Terms and Conditions** of this **Policy** if arisen during the **Period of Insurance**:

I. Medical expenses of insured members requiring any of the following, up to the limits specified below, in the Benefit table and the **Schedule** for:

- 1) **Urgent Medical Care or Treatment** in a **Hospital** Accident & Emergency (A&E) department and/or **hospital inpatient** facilities, **medically necessary** for diagnosis and treatment of a **serious bodily injury** or an acute **serious illness**, first occurred during the **period of insurance**.
- 2) **Outpatient medical visit**: reasonable and customary professional fees for outpatient medical visits. This does expressly not include diagnosis tests.
- 3) **Urgent Medical Care or Treatment** in a **Hospital** Accident & Emergency (A&E) department and/or **hospital** facilities, **medically necessary** for diagnosis and treatment of an unexpected **acute serious, life-threatening deterioration of** a previously declared stable **chronic condition**, requiring hospitalisation as an **inpatient**, and up to up to the specific limit.
- 4) **Urgent Medical Care or Treatment** in a Hospital Accident & Emergency (A&E) department and/or **hospital** facilities, **medically necessary** for diagnosis and treatment of mental health disorders requiring immediate psychiatric treatment and hospitalisation as an **inpatient**, and up to the specified limit.
- 5) **Maternity**: miscarriage, premature birth, and medical costs in cases of saving mother's or child's life before 37th week of pregnancy.
- 6) **Emergency dental treatment**: 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.
- 7) **Emergency/Urgent Medical Care or Treatment** in a **Hospital** Accident & Emergency (A&E) department and/or **hospital inpatient** facilities, for diagnosis and treatment of a **serious bodily injury** or an **acute serious illness** for **children under 1 year old** is offered for members under Plan Insurance +. Claims related to congenital conditions are not included.

II. Lump sum indemnity for insured members suffering from any of the following as defined in the corresponding clause, up to the limits specified in the Benefit table, **Schedule** and below, for:

- 8) **Bone fracture** once evidenced by radiological imaging (X-Ray) tests and reported in writing by a medical specialist, the **Insurance Company** will pay a lump sum as specified in the Benefit Table.
- 9) **Cancer** following a period of 3 months after **Policy** inception date.
- 10) **Accidental TPD - total permanent disability**:- when fulfilling all criteria specified in the definition, cover will be considered once medical specialist evidence and documentation

from the home location has confirmed total permanent disability without any expectation of recovery, dated at least 12 months from the **Accident**.

- 11) **Accidental death:** If, while staying **abroad**, the Insured dies due to an **Accident**, the **Insurance Company** will pay the benefit to the Insured's heir/heirress. The insurance coverage for **accidental** death of the Insured shall not apply if the Insured is less than 14 years old when the insured event occurs, thereby excluding from insurance all obligations attaching to the Insurance Company in relation thereof.

III. Transportation and repatriation for insured members requiring any of the following, up to the limits specified in the Benefit table, **Schedule** and below for:

12) **Transportation to the nearest Hospital:** Costs of urgent transport of the Insured to the nearest hospital **abroad** are covered.

13) **Transportation to Home country:** Costs of transporting the sick or injured Insured to his/her Homeland if permitted by the Insured's health condition are covered according to prior consent of the **Assistance Company**, if the Insured should for health reasons be unable to return to his/her **Homeland** in the way as originally planned.

14) **Return in case of a Severe Health Condition or death of a family member:** the cost of arranging the return to the **Homeland** is covered in case of a **family member's Severe Health Condition** or death. The cost of changing the scheduled flight or a return regular flight (economy class) is covered, provided that the rescheduling is not possible.

15) **Repatriation of mortal remains:** Costs of transporting the Insured's mortal remains to his/her **Homeland** are covered.

IV. Other cover

16) **Terrorism cover:** If, while staying **abroad** the Insured is injured due to a terrorist attack the Insurance Company will pay for any **Urgent Medical Care or Treatment** required up to the sum insured included in the insurance Benefit Table. No cover is provided if the Insured is travelling to a specific country or an area where, prior to the trip commencing, an official government body has advised against travel. No cover is provided under this section in the following countries: Afghanistan, DR of Congo, Iraq, Iran, Israel (west bank and Gaza), Libya, Nigeria, Somalia, Sudan, Syria and Yemen.

(C). Benefit Table & limits *(Please note the definitions and specifications for each concept)*

The limits below mean the total maximum amount the insurance will pay per concept and Policy:

	Coverage specifics	Basic Insurance		Insurance +
		PLAN X	PLAN Y	
I)	MEDICAL EXPENSES			
1)	Hospital A&E and inpatient Emergency Medical Care and Treatment	€ 25 000	€ 50 000	€ 100 000
2)	Outpatient medical visit - annual	€ 200	€ 500	€ 1 000
	Outpatient medical visit – 180 days	€ 100	€ 250	€ 500
3)	Serious acute deterioration of chronic condition	€ 1 000	€ 2 000	€ 3 000

4)	Mental health	€ 500	€ 1 000	€ 1 500
5)	Maternity	no cover	€ 1 000	€ 2 000
6)	Emergency dental treatment	€ 100	€ 200	€ 300
7)	Medical cover for children under 1 year old	no cover	no cover	€ 10 000
II)	LUMP SUM INDEMNITIES			
8)	Bone fracture (*)	no cover	100/500€	100/500€
9)	Cancer	no cover	no cover	€ 3 000
10)	Accidental TPD - total permanent disability-	no cover	€ 10.000	€ 50 000
11)	Accidental death	no cover	no cover	€ 20 000
III)	TRANSPORTATION-REPATRIATION			
12)	Transportation to the nearest hospital	€ 25 000	€ 50 000	€ 100 000
13)	Transportation to Home country	€ 10 000	€ 20 000	€ 30 000
14)	Return in case of death of a family member	no cover	1 ticket	1 ticket
15)	Repatriation of mortal remains	€ 25 000	€ 50 000	€ 100 000
IV	OTHER COVER			
16)	Terrorism cover	no cover	Included	Included

(*) The indemnity amount for bone fractures is €100 for fingers, toes and nose bones and € 500 for any other bone fracture, per person, per policy.

Article 7. GENERAL EXCLUSIONS

(A) The obligations attaching to the **Insurance Company** shall be fully excluded if an event has occurred as a result of:

- 1) deterioration of **Pre-existing Medical Conditions**, chronic or recurring illnesses for which the **Insured** has already received treatment before the commencement of this **Policy**, or which have occurred and were not entirely stable and treated before the commencement of insurance or before the departure **abroad**, with the exception for acute serious, life-threatening deteriorations of a previously declared chronic condition requiring **Urgent Medical Care or Treatment** in a **Hospital**.
- 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 the Insured's conscious self-inflicted injuries or disease, reckless behaviour, abuse of alcohol or drugs or other prohibited substances, or with self-exposure to unnecessary risk (except in case of trying to save a human life);
- 6) the Insured driving motor vehicles without holding appropriate official permits and not following all safety instructions such as speed limits, wearing a seat belt or a helmet;
- 7) the Insured intentionally committing a 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 (except as provided for

under Article 6, point (B). IV. 16) of these General Terms and Conditions), war, rebellions or riots;

9) radioactive radiation, epidemic, pandemic.

(B) The insurance shall also not offer **assistance** or cover the costs for events occurred as a result of:

- 1) training or participation in:
 - » any motor competitions as well as when driving on race courses and the relevant trainings and recreational activities;
 - » sports aviation, parachuting, hang-gliding and gliding;
 - » mountain climbing;
 - » speleology (caving);
- 2) and/or recreational participation in:
 - » mountaineering and trekking above 3,000 meters above sea level, unless specifically agreed in the insurance Policy;
 - » diving and underwater fishing, unless specifically agreed in the insurance Policy;
 - » kiting (kitesurfing, kiteboarding), unless specifically agreed in the insurance Policy;
 - » in skiing and snowboarding outside of ski centres or heliskiing, unless specifically agreed in the insurance Policy;
 - » free climbing, unless specifically agreed in the insurance Policy;
 - » downhill cycling, unless specifically agreed in the insurance Policy;
 - » other sports competitions, unless specifically agreed in the insurance Policy.
- 3) the participation in an extreme sport or an activity in direct connection with a particularly dangerous activity, if it poses a risk that strongly exceeds an ordinary risk when being **abroad**;
- 4) expeditions to the yet unreached or unexplored areas;
- 5) telephone charges except emergency calls to the Assistance Company;
- 6) loss or event which is not specified as covered by insurance in these General Terms and Conditions;
- 7) a Bodily injury, **serious illness**, 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);

(C) The **Insurance Company** shall not cover costs in the following cases:

- 1) if the Insured does not follow other instructions for asserting his/her rights from health insurance in case of illness or **Accident**;
- 2) if on the **Insurance Company's** request, the **Insured** does not submit the requested medical evidence or does not allow medical examination by a doctor nominated by the **Insurance Company** or its representatives;
- 3) for the services offered by any service provider who is not a contractual partner of

the **Assistance Company** or for whom the **Assistance Company** did not guarantee, and for the services rendered without authorization and/ or participation or approval of the **Assistance Company**;

- 4) if they are a consequence of any kind of air transportation of the **Insured**, unless the **Insured** travelled as a passenger who paid the transportation fee;
- 5) if they are a consequence of the fact that the **Insured** did not do everything in his/her power to prevent the loss, damage, injuries, bodily injuries or diseases related to him/herself;
- 6) which the **Insured** would have to pay even if the event in which the **Assistance Company** intervened did not occur.

(D) All obligations of the **Insurance Company** will be excluded if the **Policyholder** or the **Insured** provides false data about the duration of a journey **abroad**, about the circumstances of an injury or the type of disease, non-disclosure of any material fact, as well as in the event of fraud or forgery.

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

(F) The **Insurance Company** shall not cover costs for any claims incurred during the **Waiting Period**.

Article 8. SPECIAL EXCLUSIONS

(A) In addition to the general exclusions, the following special exclusions shall apply for the insurance covers, which refer to **Emergency dental treatment, Hospital A&E and inpatient Emergency Medical Care and Treatment, Outpatient medical visit, Serious acute deterioration of chronic condition, Mental health, Maternity, Medical cover for children under 1 year old, Accidental death, Bone fracture, Cancer, Accidental Total Permanent Disability**, Transportation to the nearest hospital or clinic and back and return to the **Homeland**; such special exclusions refer to the following treatments, items, conditions, activities or costs related to or arising from them:

- 1) claims related to consequences of excessive consumption of alcohol, drug abuse, etc. If such facts are established subsequently, the **Insurance Company** reserves the right to recourse for all the expenses that have already been paid by the **Insurance Company** based on such claims;
- 2) Any type of diagnosis tests or procedures taking place before or after hospitalization and medical expenses related to specialised diagnostic tests, care or treatment of any type of cancer or malignant condition; repeated dislocations and sprains and the treatment of injuries which have occurred before the commencement of the health insurance or before the departure **abroad**;
- 3) dental services and the costs for definitive treatment to correct underlying dental problems, other than **Emergency dental treatment**.
- 4) transportation for problems that can be treated at the scene of the loss event;
- 5) treatment offered by a person travelling with the **Insured**;
- 6) sexually transmitted diseases;
- 7) standard pregnancy controlling and delivery such as regular check-ups during pregnancy, typical nuisances in the time of pregnancy, giving birth after the 37th week of pregnancy

except in cases of saving mother's or child's life; or anything related to artificial insemination controlling and the termination of pregnancy;

- 8) costs related to congenital conditions of any type;
- 9) special **hospital** services – higher standard, such as a single room, TV, special accommodation, etc.;
- 10) surgeries or treatments that can be postponed without any consequences to the time of return to the Insured's country of permanent residence;
- 11) claims that occur after the end of the stay **abroad**;
- 12) costs of optical accessories, except if occurred as a result of medical emergency;
- 13) treatment performed by a doctor without an officially recognized license;
- 14) costs resulting from treatment which is not evidenced with a medical report;
- 15) the cost of transportation, provided that the attending doctor believes the **Insured** to be in a medical condition that enables him/her to return to the country of his/her permanent residence as originally planned.
- 16) **accidents** at work provided that this is not separately agreed in the **Policy**;
- 17) mental or behavioural disorders, except as stated in Cover descriptions Article 6. B. I. 4).
- 18) events that took place while departing abroad despite being advised not to travel abroad by the doctor;
- 19) events that occurred while staying abroad where the **Insured** went in order to get medical treatment or nursing care;
- 20) events connected with any cosmetic surgery intended for corrections of the appearance;
- 21) Any **Bone Fracture** resulting from any event referred to under General exclusion section.

(B) In addition to the general exclusions, the following special exclusions shall apply for **Bone fracture benefit**, no benefit shall be paid for costs arising from: osteoporosis, boxing and martial arts, extreme sports, moto sports, off path mountain biking and downhill, rock climbing or abseiling, horse riding, playing sport as professional, taking part in any kind of competition.

Article 9. RISK CIRCUMSTANCES

(A) 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, including a health declaration, 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.

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

Article 10. OBLIGATIONS ATTACHING TO THE INSURED AFTER THE INSURED EVENT

(A) After the occurrence of an insured event, the Insured shall immediately do everything in his/her power to any prevent further loss by following the instructions of the **Assistance Company** and trying to limit the costs to the best of his/her knowledge.

(B) The Insured shall inform the **Insurance Company** or the **Assistance Company** about all **accidents**, procedures or any other events that could result in the occurrence of an insured event

within three days after the day when he/she has become aware of it. Failure to comply with the obligations mentioned in article 10 may result in a delay in the payment of the claim/compensation and the insured's liability for any damages incurred by the **Insurance company**. Claims should be notified to:

Assistance CORIS d.o.o.

Ulica bratov Babnik 10, 1000 Ljubljana, Slovenia

Telephone (24hr): +386 1 519 2020

Fascimile: +386 1 5191698

Email: coris@coris.si

(C) The **Insured** must present to the **Insurance Company** all the data and other evidence he/she disposes with, and which are urgent to establish the cause, volume and the amount of damage, the arrangement of **assistance** and any other documents serving as evidence, on request of the **Insurance Company**. In any case, the **Insured** shall observe the instructions received from the **Insurance Company** or its representatives. The **Insured** shall keep and submit all the original invoices, certificates, official medical records justifying the urgent nature of treatment, tickets, contracts, toll charges, toll tunnel charges, credit card payment receipts and any additional documents on request of the **Insurance Company**.

(D) The **Insured** shall submit all the certificates, information, consents, official translations and evidence required by the **Assistance Company** at his/ her cost. The **Insured** shall complete and send the benefit payment form to the **Assistance Company** within 30 days after the cost was incurred. The deadline can be extended based on previous consent of the **Assistance Company** if the accompanying documentation is not available in due time. All the submitted documents related to the occurrence of the insured event must be originals.

(E) The **Insured's** failure to fulfil his/her 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 makes the **Insurance Company** unable to establish the occurrence of the insured event.

(F) If the **Insured** fails to report the occurrence of the insured event at his/her fault in the time and the way as determined herein, he/she shall reimburse the **Insurance Company** for any loss it might have suffered in respect thereof.

(G) If the **Insured** did not use the medical **assistance** and paid the Urgent Medical Care or Treatment himself/herself, the **Insurance Company** shall reimburse him/her for the costs in accordance with Article 6 herein, upon presenting the required documentation.

(H) The **Insurer** reserves the right to request all medical evidence reasonably necessary to investigate and approve claims, including independent medical examinations.

Article 11. OBLIGATIONS ATTACHING TO THE INSURANCE COMPANY AFTER THE INSURED EVENT

(A) Where it is not clear that a condition is a Chronic Condition and we have paid for its Treatment, that does not mean that we will continue paying when we have more information which, in our reasonable view, confirms that it is a Chronic Condition. You can ask us if a condition is covered.

When you are receiving In-patient Treatment, in making our decision on whether your condition is, or has become, a Chronic Condition, we will consider the period of days during which there has been no change in your clinical condition or change in your Treatment.

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

(C) Upon each insured event, the **Insurance Company** shall pay the established loss in full 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.

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

(E) Notwithstanding paragraph 11 (A), if civil or criminal proceedings are in course regarding an insured event, the **Insurance Company** shall be entitled to object the maturities of its charges until such proceedings are resolved. In cases when the **Insurance Company** covers claims of several **Insured persons** with a single insurance sum and such sum is enough to cover the claims, the **Insurance Company** shall pay pro rata amounts of benefit to the **Insured persons**, so that the sum of the paid amounts does not exceed the sum insured.

Article 12. RIGHTS ATTACHING TO THE INSURANCE COMPANY

(A) In the event of an **accident** caused by a third party, the **Insurance Company** shall have the right to collect from such third party the costs that the **Insurance Company** already paid to the Insured.

(B) 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 has resulted from events stated in Article 7 or 8 herein.

Article 13. PREMIUM PAYMENT AND CONSEQUENCES OF DEFAULT

(A) The **Policyholder** shall pay the premium or the first instalment for the first policy year 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.

(B) 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.

(C) 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**.

(D) 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.

(E) In case the insurance contract ends because of a default premium, the **Policyholder** shall pay the premium for the time until the contract termination date of the contract or the total premium for the current policy year, if the insured event for which the Insurance Company must pay the benefit has occurred by the termination date of the contract validity. The **Policyholder** shall also return the discount on the premium, which was awarded to him/her for the agreed duration of insurance, as determined in the previous paragraph.

(F) The Insurance Company has the right to deduct from the benefit all past due and default premiums of the current policy year as well as other default liabilities the **Policyholder** has to the Insurance Company from previous years.

(G) 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.

(H) After the end of the deadline referred to in the seventh paragraph of this Article, the Insurance Company may rescind 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 rescission 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.

(I) If, in cases when the Insurance Company has not rescinded the insurance contract, the **Policyholder** pays the premium after the end of the deadline referred to in the seventh paragraph of this Article within one year after the maturity of the premium, the Insurance Company shall be obliged, in case the insured event occurs, to pay the benefit from 24:00 hrs after the premium and default interest have been paid. If the **Policyholder** does not pay the premium within this period of time, the insurance contract will end with the end of the policy year.

(J) 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 14. INSURANCE CONTRACT CANCELLATION AND PREMIUM RETURN

(A) The **Policyholder** may cancel the insurance contract only as a result of illness, injury or death of the **insured person** or an immediate **family member**, as long as this occurs before the insurance commencement date. The **insurance contract** cannot be cancelled after the start of the insurance cover.

(B) In the event of the **insurance contract** cancellation, the **Insurance Company** reserves up to 15% of the premium for its administration costs and shall return 85% of the paid premium. 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.

(C) In the event of a distance insurance contract (concluded online, via telephone, etc.), which has been concluded for a period longer than 30 days, the **Policyholder** may cancel the contract, however not later than 15 days after the conclusion of the contract. 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 representative of 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.

(D) To notify a cancellation you should write to:

Assistance CORIS d.o.o.

Ulica Bratov

Babnik 10 1000 Ljubljana, Slovenia

Email: coris@coris.si

Article 15. COMPLAINT

The **Insurer** and its representative strive for the satisfaction of the **Insured** and for the correct treatment of the Insurance cases. For cases where a 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.,

Ul. bratov Babnik 10, 1000 Ljubljana, Slovenia (EU)

or by e-mail to coris@coris.si.

Complaints are handled by the competent service 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 **Assistance Company** received the complaint.

In case of disagreement with the decision of the Complaints Commission, the Insured can continue the procedure for the out-of-court settlement of the dispute at the **mediation centre of the Slovenian Insurance Association, Železna cesta 14, 1000 Ljubljana, telephone: +386 1 300 93 81, e-mail: irps@zav-zdruzenje.si**

Article 16. CHANGES TO INSURANCE CONTRACT

(A) 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.

(B) 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.

(C) 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.

(D) The **Insurance Company** reserves the right to correct any calculation or other mistakes made by the agent; the **Policyholder** must be informed in writing about any such correction. The **Policyholder** shall have the right to rescind the insurance contract within 15 days from the receipt of notice, provided that he/she does not agree with the corrections (changes to the insurance contract by the Insurance Company), whereby the rescission has a prospective effect. If the **Policyholder** does not rescind the insurance contract within this period of time, it shall be considered that he/she 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 17. METHOD OF NOTIFICATION

(A) Agreements as regards the content of the **insurance contract** shall be valid only if concluded in writing.

(B) Any notices and statements that must be provided under the provisions of the **insurance contract** must be made in writing.

(C) A notice or statement shall be deemed to be timely if it is sent by registered mail prior to the end of the deadline.

(D) A statement which must be made to the other party shall become effective only when the other party has received it.

Article 18. CHANGE OF ADDRESS AND SERVICE

(A) 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.

(B) 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.

(C) 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.

(D) 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 19. PRIVACY AND DATA PROTECTION NOTICE

(A) DATA PROTECTION

Helvetia Global Solutions Ltd. 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:

**Helvetia Global Solution Ltd.,
Äulestrasse 60
9490 Vaduz,
Principality of Liechtenstein**

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

(B) 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 crime 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.

(C) 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 Helvetia Global Solution Ltd. 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.

(D) 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:

- 1) Our group companies,
- 2) Affinity partners;
- 3) Brokers, agents, third party administrators, reinsurers;
- 4) Other insurance intermediaries;
- 5) Credit agencies;
- 6) Medical service providers;
- 7) Fraud detection agencies;
- 8) Loss adjusters;
- 9) External law firms;
- 10) External auditors;
- 11) Regulatory authorities; and
- 12) 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 Helvetia Global Solution Ltd. 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 Helvetia Global Solution Ltd., our customers, or others.

For more details please visit:

<https://www.helvetia.com/content/dam/os/ch/web/documents/about-us/privacy/en/data-protection-annex-insurance-business.pdf>.

(E) 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.

(F) 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:.

Helvetia Insurance
Data protection
St.Alban Analge 26
4002 Basel (Switzerland)

(G) MARKETING

Where you have provided consent, we may share personal data that you provide to us within the Helvetia 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.

(H) 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.

Article 20. SETTLEMENT OF DISPUTES

It is agreed that this Insurance will be governed exclusively by the law and practice of Slovenia, and any disputes arising under, out of or in connection with this Insurance will be exclusively subject to the jurisdiction of any competent court in Slovenia. The **Insurance Company** hereby agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against them in connection with this Insurance will be properly served if addressed to it and delivered to its care of:

Assistance CORIS d.o.o.

Ulica bratov Babnik 10, 1000 Ljubljana, Slovenia

Email: coris@coris.si

who in this instance, has authority to accept service on its behalf.

The **Insurance Company** by giving the above authority does not renounce its right to any special delays or periods of time to which it may be entitled for the service of any such summonses, notices or processes by reason of its residence or domicile in Liechtenstein.