



# GENERAL TERMS AND CONDITIONS OF THE CORIS TRAVEL INSURANCE

## 01-TH-MULTI-03/2021

TRANSLATION: Only the Slovene version shall be legally binding

### Article 1. INTRODUCTORY PROVISIONS

(A) The General Terms and Conditions of Travel Health 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. The insurer or the Representative of the Insurer may refuse to conclude an insurance contract without giving any reason.

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

**Policyholder:** The person who has concluded the insurance contract.

**The Insured:** The person whose property interest is insured and who is stated in the policy.

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

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

**Policy:** A document proving the conclusion of the travel insurance with assistance Abroad, issued by the Insurance Company to the Insured who is travelling Abroad.

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

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

**Insured event:** An event covered by this insurance and which occurs during the period of this insurance.

**Assistance:** Aid in the event of illness or physical injury while being Abroad.

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

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

**Country of residence/Homeland:** The country of the Insured's permanent official residence.

**Insurance Company:** AmTrust International Underwriters Designated Activity Company authorised by the Central Bank of Ireland. AmTrust International Underwriters DAC is registered in the Companies Registration Office in Ireland under number 169384 with registered office at 6-8 College Green, Dublin 2, D02 VP48, Ireland. Authorised and regulated by the Central Bank of Ireland (No. C33525).

**Accident/Accidental:** Is an unforeseen and sudden event originating from an external source, which has occurred beyond the Insured Person's will within the policy term and has caused bodily injury or death of the Insured.

**Urgent Medical Care or Treatment:** Urgent care or treatment needed to treat a 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.

This includes the cost of treatment in the event of acute deteriorations of chronic conditions, in accordance with Section 6 point 2.3.

**Pre-existing Medical Condition:** Is 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.

**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), (step) parents, parents-in-law, (step) brother, (step) sister, (step) son, (step) daughter, adopted or fostered children of the Insured.

**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

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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.

**Severe Health Condition:** The occurrence of serious bodily injury or 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.

**Scheduled transport:** Transport on the regular line of air, sea, river, road or rail transport.

**Fracture:** A break in the full thickness of a bone which is identified by an x-ray. In the case of a fracture which is unable to be x-rayed, it must be confirmed by a medical practitioner within a maximum of 7 days from the date of injury or maximum 3 days after returning home. Hairline, fatigue or stress fracture are specifically excluded from cover.

### Article 2. INSURED PERSONS

(A) In individual insurance the Insured is the person stated in the Policy.

(B) 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.

(C) In group insurance the Insured are the persons who are stated in the policy or in the attachment to the policy and who form a group. A group consists of seven (7) or more persons, who are departing together to the same destination Abroad. If there are less than seven (7) persons, the provisions for an individual insurance shall apply unless otherwise agreed.

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

(E) A person without any contractual capability or a mentally ill person cannot be the Policyholder.

### Article 3. PERIOD OF INSURANCE

(A) The insurance cover shall start at 00:00 hrs of the day stated in the policy as the insurance commencement date and shall cease at 24.00 hrs of the day stated in the policy as the insurance termination day.

(B) If the insurance contract is concluded for one full year, for multiple departures Abroad, the insurance shall apply for an unlimited number of the Insured's departures Abroad in that year, provided that the Insured is not Abroad more than 90 days each time. There is no limit if the insurance contract is concluded for one full year for temporary residence Abroad.

(C) The insurance must be taken out before the Insured departs Abroad. If the Insured is Abroad when the Insurance Contract is being concluded, the insurance cover under these Terms and Conditions shall only take effect after the end of one (1) day from the conclusion of the Contract for injuries and three (3) days from the conclusion of the Contract for illnesses.

### 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 has a registered permanent residence, with the exclusion of Article 6, point 3.8, Bone Fracture.

### Article 5. VALIDITY OF INSURANCE

(A) The insurance contract shall be concluded when both contracting parties have signed the insurance policy or the cover note.

(B) 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.

(C) 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. Signature of the policy by the policyholder is not required.

## Article 6. SCOPE OF COVER

(A) The insurance covers the following:

### 1. 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.

### 2. URGENT MEDICAL COSTS ABROAD:

Please note: If the Insured is travelling to a country in the European Union they should take a European Health Insurance Card (EHIC) with them as this entitles European citizens to benefit from the health agreements which exist between countries in the European Union.

#### 2.1 Medical treatment and doctor's visit

Costs of Urgent Medical Care and doctor's visit due to an injury or illness of the Insured are covered.

#### 2.2 Treatment

Costs of Urgent Medical Treatment due to an injury or illness of the Insured are covered. Such costs include treatment until the day when the Insured's state of health permits him/her being transported to the Homeland, where he/she shall continue the treatment.

#### 2.3 Acute deterioration of Chronic Illnesses

Urgent Medical Treatment, transportation, medication and any other costs in relation to acute deteriorations of Chronic Illnesses are covered up to the specific limit stated in the insurance cover chart. For the purposes of this Policy, a Chronic Illness has at least one 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 rehabilitation or for the Insured 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.

No cover is available under any other section of the Policy in relation to Chronic Illnesses.

#### 2.4 Mental Health

Urgent Medical Treatment in relation to an acute episode of a new or pre-existing mental health disorder (e.g. panic attack / anxiety attack) is covered up to the specific limit stated in the insurance cover chart. No cover is available under any other section of the Policy in relation to Mental Health.

#### 2.5 Medications and medical supplies

The cost of medications and medical supplies prescribed by a doctor or prescribed in the medical record, required to treat an urgent acute medical condition.

#### 2.6 Urgent dental services

Costs of urgent dental treatment which is necessary for suppressing acute pain due to illness or fresh injury of teeth, including tooth extraction are covered. This does not include the costs for definitive treatment to correct the underlying dental problem.

### 3. ADDITIONAL COSTS:

#### 3.1 Transportation to the nearest hospital and back

Costs of transporting the Insured to the nearest hospital or clinic and back to the previous location Abroad are covered.

#### 3.2 Transportation to Homeland

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.

#### 3.3 Transportation and accommodation for the person who remains in attendance of the Insured

Additional costs of transportation to the home country and accommodation costs are covered for the person, who under request or according to recommendation of attending physician, remains in attendance of the Insured, or costs of transporting a close Family Member from the home country to the place of hospitalization, if no other type of escort can be provided to the Insured on his/her return to his/her home country. If the Insured is a minor, additional costs of transportation to his/her home country and accommodation shall be covered for the person who remains in attendance of the Insured may it be recommended by the attending physician or not.

#### 3.4 Accompanying and transportation of a minor

The cost of transportation for an Insured's child aged under 18 years to the place of permanent residence is covered, as well as the cost of transportation for the person accompanying the child in the event the Insured is hospitalized or dies.

#### 3.5 Transportation of a Family Member

Costs of visiting the Insured are covered and they include the cost of the return ticket for public transport (economy class) for one Family Member if the Insured cannot return to his/her Homeland for medical reasons and is hospitalized more than seven (7) days for reasons covered under these Terms and Conditions.

#### 3.6 Transportation of mortal remains to the Insured's Homeland

Costs of transporting the Insured's mortal remains to his/her Homeland are covered.

#### 3.7 Return to Homeland in case of 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, or the cost of train ticket (1st class) for the Insured to Homeland.

#### 3.8. Fracture benefit

If having paid the corresponding premium and while staying Abroad the Insured suffers a bone Fracture the insurance company will pay the corresponding Benefit according to the table below. The Fracture Benefit is limited to one Fracture claim during the period of insurance. If the Insured is diagnosed with multiple Fractures from the same Accident, the maximum amount the Insurance Company will pay is 500 €.

If additional premium is paid fracture cover for 1 year can be valid in Slovenia as well.

Any bone Fracture (except finger, toe, nose)	500 €
Finger, toe, nose Fracture	200 €

### 4. ADDITIONAL COVERAGE:

The following covers are only applicable if you have purchased the CORIS MULTI-RISK travel insurance policy and paid the appropriate premium.

#### 4.1 Scheduled transport cancellation or missed connection

If your Scheduled transport is cancelled or a Scheduled transport connection is missed due to poor weather conditions, a strike or mechanical breakdown, and the waiting period for the next Scheduled transport lasts more than six (6) hours, the costs incurred after such period of time shall be covered, namely: accommodation, transportation to nearby accommodation, restaurant meal, soft drinks and urgent phone calls upon the presentation of the original invoices from the time between the originally planned Scheduled transport departure and the actual Scheduled transport departure.

This Insurance Contract is not designed to cover costs which are met under the EC Regulation 261/2004 or equivalent if updated or amended. If the Insured Person's flight is delayed or cancelled the Insured Person must in the first instance approach the airline and clarify what costs the airline will pay under the Regulation.

#### 4.2 Lost/stolen luggage

a) If the Insured's luggage is lost during the transport or it gets stolen while the Insured is Abroad, he/she shall be entitled to the benefit as compensation for the loss. For the payment of the benefit, the Insured

shall provide an accurate description of the belongings together with the date of purchase and the value. The amount of benefit depends on the value of the luggage supported with invoices or based on the prices effective on the date of the insurance event occurrence.

Note: The benefit for portable mobile devices (telephones, tablets, etc.) shall be paid considering the amount that was actually paid for such portable mobile device by the Insured (also taking account of various special offers, post-paid subscription, etc.).

**b)** Luggage shall be any personal use items, which the Insured has brought Abroad, and which are under constant supervision, and which were:

» misappropriated from the Insured (theft/robbery) but only if the event is reported to the police not later than within 24 hours and that the Insured has presented a police report about this to the Insurance Company;

» lost during transportation, which was organised under the responsibility of a third party, however only upon the presentation of the transporter's note that the luggage has been lost and that the search has ended. Any reimbursement received from the transport carrier will be deducted from the claim amount.

#### **4.3 Luggage/Scheduled transport delay**

If the luggage/Scheduled transport of the Insured is more than four (4) hours late, the costs incurred shall be covered in the following cases:

**a)** in the case of Scheduled transport delay, the costs for restaurant meal and soft drinks incurred between the originally planned departure and the actual time shall be covered, provided original invoices are presented;

**b)** in the case of luggage delay, the costs incurred after 4 hours for the purchase of urgently needed clothes/footwear, medications and toiletries shall be covered, provided original invoices and airline's confirmation of delay are presented, however only if luggage delay occurs Abroad.

#### **4.4 Loss/stolen personal documents**

If official personal documents are lost or stolen (theft/robbery) from the Insured, and such documents are necessary for return trip (passport and/or personal identification card), the cost of making new official personal documents shall be covered. In the case personal documents are stolen, the Insured must report the event to the police.

#### **4.5 Legal assistance**

The Assistance Company will organise legal assistance to the Insured by providing names and addresses of attorneys and law firms for his/ her legal defence if the Insured is prosecuted for criminal or civil responsibility under the law applicable at the Insured's destination, in relation with the damage caused by the Insured's negligence to third parties or for unintentional disobedience of laws or local administrative regulations in a private life matter. The cost for an initial consultation with a lawyer is covered up to the limit stated in the insurance cover chart. Costs for the legal defence of the Insured are not covered.

#### **4.6 Security advance payment**

If the Insured is obliged to pay security to local authorities, the Assistance Company will provide security for the Insured, however to a maximum of the amount stated in the insurance cover chart at the end of these General Terms and Conditions. Prior to the security being transferred, the Insured will sign a commitment to return the amount. The Insured shall return this amount within 30 days after having received the invoice from the Assistance Company.

#### **4.7 Urgent money transfer**

If the Insured sends to the Assistance Company a request for financial aid for an event, which is covered under these Terms and Conditions, and if the Insured must pay unexpected costs related to such event, the Assistance Company will, on the Insured's request, transfer him/her the requested amount of money in the local currency, however not more than up to the amount stated in the policy for such cover. The amount must be paid to the Assistance Company in advance, while the cost of transfer will be covered by the Insurance Company. In the opposite case, the transfer will not be executed.

#### **4.8 Transmission of urgent messages**

If the occurrence of the insured event under these Terms and Conditions also requires a change of the Insured's accommodation Abroad, the Assistance Company will arrange the transmission of urgent message and booking services. Any urgent messages will be transferred to the Insured's family or to the desired business address. The Assistance Company will also adapt hotel and airplane bookings,

rent-a-car reservations and it will coordinate any meetings as instructed by the Insured.

#### **4.9 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/heirss. 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.

#### **4.10 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 cover chart. 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: Iraq, Afghanistan, Syria, Libya and Sudan.

No costs indicated in points 3.3 to 3.5 in section A of this Article shall be refunded without the prior consent of the Assistance Company.

**(B)** The total amount of the costs per person including the medically justified costs that are stated in section A of this Article for all insured events that occur in the period of insurance, may not exceed the amount specified in the insurance cover chart at the end of these General Terms and Conditions. Irrespective of this, the

insurance cover for all costs related to acute deterioration of chronic diseases, urgent dental services, mental health issues and costs indicated in point 4 of section A of this Article is only provided up to the amount that is specifically stated for such types of insurance cover in the insurance cover chart.

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

**(D)** The Insured shall do everything in his/her power to prevent any loss, damage, injuries, bodily injuries or illnesses, and protect, keep and/or find his/her belongings and limit costs as best as he/she can.

## **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. an earthquake;
2. the Insured's active serving in the armed forces;
3. the Insured's active engagement in war (whether declared or undeclared), invasion, act of a foreign enemy, hostility, civil war, rebellion, riot, revolution, public assembly, rally or insurrection;
4. the insured's suicide or attempted suicide;
5. events which are in any way connected with 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;
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 4.11 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 racecourses and the relevant trainings and recreational activities;
  - » in sports aviation, parachuting, hang-gliding and gliding;
  - » in mountain climbing;
  - » in speleology (caving);

## 2. recreational participation:

- » in mountaineering and trekking above 3,000 meters above sea level, unless specifically agreed in the insurance policy;
- » in diving and underwater fishing, unless specifically agreed in the insurance policy;
- » in 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;
- » in free climbing, unless specifically agreed in the insurance policy;
- » in downhill cycling, unless specifically agreed in the insurance policy;
- » in 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, 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, or their representative, does not inform the Insurance Company or its representatives, either by phone or letter, about the insured event within three (3) days after the occurrence of sickness or injury;

2. if the Insured does not follow other instructions for asserting his/her rights from health insurance in case of illness or accident;

3. if on the Insurance Company's request, the Insured does not allow medical examination by a doctor nominated by the Insurance Company or its representatives;

4. 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;

5. 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;

6. 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 or his/her property;

7. 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.

## Article 8. SPECIAL EXCLUSIONS

(A) In addition to the general exclusions referred to in Article 7, the following special exclusions shall apply for the insurance covers, which refer to Urgent Medical Care or Treatment, urgent dental services, medications and medical supplies, 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. deterioration of Pre-existing Medical Conditions or recurring illnesses for which the Insured has already received treatment, or which have

occurred and were not entirely treated before the commencement of insurance or before the departure Abroad;

3. repeated dislocations and sprains and the treatment of injuries which have occurred before the commencement of the health insurance or before the departure Abroad;

4. dental services, except urgent dental treatment, necessary for suppressing acute pain due to illness or fresh injury of teeth, including tooth extraction, up to the amount stated in the insurance cover chart at the end of these Terms and Conditions;

5. transportation for problems that can be treated at the scene of the loss event;

6. treatment offered by a person travelling with the Insured;

7. sexually transmitted diseases;

8. pregnancy, regular check-ups during pregnancy, typical nuisances in the time of pregnancy while giving birth after the 37th week of pregnancy except in cases of saving mother's or child's life;

9. controlling and the termination of pregnancy;

10. special hospital services – higher standard, such as a single room, TV, special accommodation, etc.;

11. surgeries or treatments that can be postponed without any consequences to the time of return to the Insured's country of permanent residence;

12. claims that occur after the end of the stay Abroad;

13. costs of optical accessories, except if occurred as a result of medical emergency;

14. treatment performed by a doctor without an officially recognized license;

15. costs resulting from treatment which is not evidenced with a medical report;

16. 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;

17. accidents at work or during any other activity that requires increased physical efforts, provided that this is not separately agreed in the policy;

18. mental or behavioural disorders, except as stated in Sec 6. Point 2.4;

19. events that took place while departing Abroad despite being advised not to travel Abroad by the doctor;

20. events that occurred while staying Abroad where the Insured went in order to get medical treatment or nursing care.

21. events connected with any cosmetic surgery intended for corrections of the appearance, except if a surgery is urgent due to an acute illness or deformation, which is covered under this insurance.

22. Any Bone Fracture resulting from any event referred to in Article 7, paragraphs A. and B.

(B) In addition to the general exclusions referred to in Article 7, the following special exclusions shall apply for the types of insurance cover, which refer to Scheduled transport cancellation or missed connection, lost or stolen luggage, luggage or Scheduled transport delay, and loss of personal identification documents; such special exclusions refer to the following items, conditions, activities or costs related to or arising from them:

1. claims referring to additional equipment for vehicles or boats;

2. items left unsupervised at public place and such items were left, misplaced, lost, forgotten or dropped by the Insured;

3. loss or theft that is not reported to the police, airline company, line company or their agents within 24 hours after it was found, and a written report obtained;

4. confiscation or detention at the customs office or by other authorities;

5. theft of items from unsupervised vehicles, except if such items are in a locked car boot and the vehicle is parked at a protected parking area or garage;

6. stolen items from a motor vehicle as a result of such motor vehicle being stolen;

7. claims arising due to loss or theft from the place of accommodation, unless there is evidence of a forced entry and such evidence is supported by a police report;

8. mobile phone, camera, MP3 player and portable computer, unless they were dispossessed by force by a third party;

9. cash, valuables and jewellery, unless they were kept in a hotel safety deposit box or in a locked room safety deposit box;

10. loss or damage to contact lenses;
11. theft of goods borrowed, rented or leased by the Insured;
12. currency devaluation or financial deficit due to mistakes or abandonments during a bank transaction;
13. costs of accepting late luggage;
14. costs of luggage delay during the return to the country of permanent or temporary residence;
15. payment for the first four (4) hours of luggage delay or Scheduled transport delay;
16. payment for the first six (6) hours of Scheduled transport cancellation;
17. Scheduled transport cancellation or missed connection or Scheduled transport delay as a result of a natural catastrophe (volcanic eruption, volcanic ash carried by the wind, flood, tsunami, earthquake, landslide, hurricane, tornado or wildfire);
18. delay as a consequence of the fact that the Insured did not arrive at the place of departure in time considering the circumstances known to the Insured at that time;
19. delay as a consequence of the fact that the Insured failed to present suitable required documents;
20. delay as a consequence of the temporary suspension or cancellation of service by any authority.

(C) In addition to the general exclusions referred to in Article 7, the following special exclusions shall apply for the 1 year worldwide Fracture benefit, no benefit shall be paid for costs arising from:

1. Osteoporosis
2. Boxing and martial arts
3. Extreme sports
4. Off road mountain biking
5. Rock climbing or abseiling
6. Horse riding
7. Playing sport as a professional

## 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 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. Claims should be notified to:

Assistance CORIS d.o.o. Ulica bratov Babnik 10 1000 Ljubljana

Telephone (24hr): +386 1 5192020

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.

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

(A) 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.

(B) 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.

(C) 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.

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

(D) 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.

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

**Assistance CORIS d.o.o.**

Ulica bratov Babnik 10  
SI-1000 Ljubljana/Slovenia  
Email: coris@coris.si

## Article 15. COMPLAINTS

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 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: 01 300 93 81, e-mail: irps@zav-zdruzenje.si

## Article 16. CHANGESTO 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

### DATA PROTECTION

AmTrust International Underwriters DAC 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:

AmTrust International Underwriters Designated Activity Company registered in Ireland. Company No. 169384. Registered office: 6-8 College Green, Dublin 2, D02 VP48

Assistance CORIS d.o.o.

Ulica bratov Babnik 10, 1000 Ljubljana

### HOW WE USE YOUR INFORMATION

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

- For the purposes of providing insurance, handling claims and any other related purposes. This may include underwriting decisions made via automated means – this is for the performance of the insurance contract between you and us.

- For offering renewal, research or statistical purposes – this is for our legitimate interests: for us to analyse historic activity, to improve our rating algorithms and to help predict future business impact. To further our commercial interests, to enhance our product offering and to develop new systems and processes.

- To provide you with information, products or services that you request from us or which we feel may interest you - where you have consented to be contacted for such purposes.

- To notify you about changes to our service – this is for our legal and regulatory obligations.

- To safeguard against fraud and money laundering and to meet general legal or regulatory obligations - this is for our legal and regulatory obligations.

**Sensitive (Special) Personal Data** (such as information relating to health), may be required by us for the specific purposes of underwriting and fraud detection, or as part of the claims handling process. The provision of such data is conditional for us to be able to provide insurance or manage a claim and, whilst you can withdraw your consent for us to process such data, this may result in us not being able to continue cover,

or to process any claims. Where such data is provided to us, it will only be used for the purposes set out above and will be treated securely and in line with this notice.

### DISCLOSURE OF YOUR PERSONAL DATA

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

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

We may also disclose your personal information:

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

### INTERNATIONAL TRANSFERS OF DATA

We may transfer your personal data to destinations outside the European Economic Area ("EEA"). Where we transfer your personal data outside of the EEA, we will ensure that it is treated securely, and in accordance with this privacy notice and the Legislation. We only transfer data to countries deemed as having adequate protection by the European Commission or, where there is no adequacy decision, we use the European Commission approved 'Standard Contractual Clauses' with such parties to protect the data. A copy of the 'Standard Contractual Clauses' can be obtained by writing to: The Data Protection Officer, AmTrust International Underwriters DAC: dpo.dublin@amtrustgroup.com or by telephone to +35 31 775 2900.

### YOUR RIGHTS

You have the right to:

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

For access to your personal data please write to: The Data Protection Officer, AmTrust International Underwriters DAC: dpo.dublin@amtrustgroup.com or by telephone to +35 31 775 2900.

### MARKETING

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

### RETENTION

Your data will not be retained for longer than is necessary and will be managed in accordance with our data retention policy. In most cases the retention period will be for a period of 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

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 Ireland.

#### INSURANCE COVER CHART FOR CORIS TRAVEL INSURANCE

		A	B	C		
Total for all insurance covers, a maximum up to the sum insured per Insured:		25.000 €	50.000 €	100.000 €	Relevant section of Terms & Conditions	
TRAVEL HEALTH	MULTI-RISK	Medical treatment and doctor's visit	✓	✓	✓	Sec. 6, point 2.1
		Urgent Medical Treatment	✓	✓	✓	Sec. 6, point 2.2
		Acute deterioration of chronic illnesses	1.000 €	2.000 €	3.000 €	Sec. 6, point 2.3
		Mental Health	500 €	1.000 €	1500 €	Sec. 6, point 2.4
		Medications and medical supplies	✓	✓	✓	Sec. 6, point 2.5
		Urgent dental services	100 €	200 €	300 €	Sec. 6, point 2.6
		Transportation to the nearest hospital or clinic and back	✓	✓	✓	Sec. 6, point 3.
		Transportation to Homeland	✓	✓	✓	Sec. 6, point 3.2
		Transportation and accommodation for the person accompanying the Insured	✓	✓	✓	Sec. 6, point 3.3
		Accompanying a minor and transportation of a minor	✓	✓	✓	Sec. 6, point 3.4
		Transportation of a Family Member	Ticket	Ticket	Ticket	Sec. 6, point 3.5
		Transportation of the Insured's mortal remains to Homeland	✓	✓	✓	Sec. 6, point 3.6
		Return in case of a Severe Health Condition or death of a Family Member	Ticket	Ticket	Ticket	Sec. 6, point 3.7
		Scheduled transport cancellation or missed connection	100 €	150 €	250 €	Sec. 6, point 4.1
		Lost/stolen luggage	150 €	250 €	400 €	Sec. 6, point 4.2
		Luggage/scheduled transport delay	50 €	75 €	100 €	Sec. 6, point 4.3
		Lost/stolen personal documents	50 €	75 €	100 €	Sec. 6, point 4.4
		Legal assistance	100 €	150 €	250 €	Sec. 6, point 4.5
		Security advance payment	2.500 €	5.000 €	10.000 €	Sec. 6, point 4.6
		Sole proprietor's liability insurance: For winter sports, liability insurance is limited to:	25.000 € 2.500 €	50.000 € 5.000 €	100.000 € 10.000 €	Appendix A
Urgent money transfer	2.000 €	3.000 €	4.000 €	Sec. 6, point 4.7		
Transmission of urgent messages	✓	✓	✓	Sec. 6, point 4.8		
Accidental death	10.000 €	20.000 €	30.000 €	Sec. 6, point 4.9		
Terrorism cover	✓	✓	✓	Sec. 6, point 4.10		

#### ADDITIONAL COVERAGE FOR BONE FRACTURE (if an additional premium is paid)

Any bone Fracture (except finger, toe, nose)	500 €	Sec. 6, point 3.8.
Finger, toe, nose Fracture	200 €	Sec. 6, point 3.8.

Age limit	75 years
Age limit (additional premium required)	85 years
Age limit (additional premium required)	Over 85 years
Geographic coverage	Worldwide



## APPENDIX A

### Sole proprietor's liability insurance

- a) The insurance covers the loss for civil and legal compensation claims (including lawyer's fees and other expenses), which third persons enforce against the Insured for a sudden and unexpected loss event (accident), which occurs in the time when the Insured is Abroad and results in:
- » bodily injury or disease of any person who is not employed by the Insured or is not any of the Insured's close relatives or household members. Under these Terms and Conditions, relatives are the Insured's partner, Insured's lineal relatives or collateral relatives up to the fourth cousins, persons related by marriage, step mother and step father, foster parents and spouse's parents;
  - » the damage or loss on property, which is not owned or managed or supervised by the Insured, his/her relative or employee or any of the Insured's household members.
- b) For civil liability claims in relation to winter sports accidents the cover is limited to the specific amounts in the insurance cover chart at the end of these General Terms and Conditions. For the purposes of this section winter sports shall be skiing, snowboarding, airboarding, dry skiing, glacier skiing/walking, dog sledding (organised, uncompetitive, with a local guide), ice karting (as instructed by the organizer), ice surfing, scooter sledding, ski-blading, ski boarding, cross-country skiing, off-piste skiing (with a guide), sledding as a passenger in sled pulled by a horse or deer, snow blading, snowshoeing, riding in snow with tires, winter walking (only with the use of crampons and ice axes).
- c) The Insured must inform, in the shortest possible time, the Assistance Company about any event which might give rise to a compensation claim.
- d) The Insured shall provide all letters, calls or other documents to the Assistance Company immediately after having received them.
- e) The Insured must not admit responsibility or pay, offer payment or promise payment, or negotiate on any claim without the written consent of the Assistance Company.
- f) The Assistance Company may, if it wants, take over the defence of the Insured in the matter of any compensation claim or other proceedings initiated by a third party. The Assistance Company is entitled to run any negotiations or settlement proceedings of any such claim by a third party, and the Insured shall provide to the Assistance Company all necessary data and help it might need to defend the Insured in the case of a compensation claim.
- g) In case of the Insured's death, the Insured's protection under this policy shall be transferred to the Insured's legal representative/ representatives, if they act in accordance with the provisions of these Terms and Conditions.
- h) The Insured has the right to choose a lawyer, or other suitably qualified person, to represent their interests in judicial or administrative proceedings.

### Exclusions for sole proprietor's liability insurance

In addition to the general exclusions referred to in Article 7, the following special exclusions shall apply for the insurance covers, which refer to legal representation and liability insurance of the sole proprietor; such special exclusions are connected with the following activities and costs, which are related to or arise from them:

1. the liability assumed by the Insured under the contract, except if such liability would occur even if there was no contract;
2. the liability arising from the Insured's gainful activity (business, commercial, occupational or employment, or liability for the delivery of goods or services);
3. the possession, ownership or use of vehicles, aircraft or watercraft and vessels (except surfboards for water surfing, hand powered boats propelled by oars, rafts and canoes);
4. the transmission of any infectious disease or virus;
5. events connected with playing golf;
6. events or accidents related to certain hazardous winter sports, meaning: freestyle skiing, downhill racing, ice skating, downhill sledding.