

Information to the Policyholder

Basic information on the Insurer

Insurer: UNIQA osiguranje d.d.

Registered office: Planinska 13 A, 10000 Zagreb

Phone: 01/6324 200, **Fax:** 01/6324 250

http://www.uniqa.hr, e-mail: info@uniqa.hr

Commercial Court in Zagreb: company registration number 082097140

License for the performance of activities: UP/I-453-02/07-30/02

Reg. No.: 1446452, **PIN:** 75665455333

IBAN: HR1724840081100716564

Law applicable to the insurance contract and insurance Terms and Conditions

The legal basis for the requested insurance are General Terms and Conditions for property insurance, special terms and conditions and clauses that are an integral part of the insurance contract and are delivered to the policyholder when concluding the insurance contract. The legislation of the Republic of Croatia shall be applicable the insurance contract.

Applicable law for insurance contracts with an international element

In case of insurance contracts with an international element, pursuant to Regulation (EC) No. 593/2008 of the European Parliament and of the Council, the contracting parties are entitled to choose as the applicable law:

A) for insurance contracts concluded for a period of four months or less:

- the law of the country in which the policyholder entered into an insurance contract,
- the law of the country in which the place where the policyholder has their regular residence is located.

B) for insurance contracts concluded for a period of more than four months:

- the law of the country in which the place of permanent residence or regular residence of the policyholder is located, if the policyholder is a natural person,
- the law of the country in which the establishment of the policyholder is located if the policyholder is a natural person,
- the law of the country in which the place where the policyholder has their regular residence is located.

The insurer proposes to choose as the law applicable the law of the country in which the policyholder entered into an insurance contract (A) or the law of the country in which the place of permanent residence or regular residence or establishment of the policyholder is located (B) or the law of the Republic of Croatia.

The period in which the proposal is binding to the proposer, right to cancel the proposal to conclude the insurance contract and the right to withdraw from the concluded insurance contract

A written proposal addressed to the insurer to conclude an insurance contract is binding to the proposer if they had not given a shorter period, for the period of eight days from the delivery of the proposal to the insurer. If the insurer, within the aforementioned period, does not refuse the proposal that does not deviate from their terms and conditions for the proposed insurance, it shall be deemed that they have accepted the proposal and that the contract has been concluded.

In this case, the contract is considered concluded when the proposal is delivered to the insurer. The proposer is entitled to withdraw the proposal to conclude an insurance contract only if the insurer has received

the withdrawal or the withdrawal proposal before accepting the proposal or simultaneously with it. The withdrawal shall be valid only if in written form. The policyholder may terminate the insurance contract concluded outside the business premises or concluded remotely, without giving reasons for it, within 14 working days from the date of signing the contract, but no later than the beginning of the duration of the insurance coverage, i.e. protection.

Conditions for contract termination

The insurance contract may be terminated before the expiry of the contractual period due to contract termination or in other cases provided for in the insurance contract and the Civil Obligations Act, such as termination due to the death of the policyholder during the insurance period, termination due to failure to pay insurance premiums, termination due to identified deliberate incorrect application or withholding of information by the policyholder, as well as identified unintentional inaccuracy or incompleteness of the application by the policyholder. If the insurance period is not determined by the contract, either party may terminate the contract on the premium maturity date, notifying the other party in writing thereof no later than three months before the premium maturity. The request for contract termination shall be addressed to the insurer in writing.

Insurance contract period

The insurance contract shall be binding for a period to which it was concluded.

The insurance contract period shall be a maximum of one year and shall be determined prior to the conclusion of an insurance contract and it shall be stated in the insurance policy.

Commencement and end of insurance

1. Voluntary health insurance for persons during travel and stay abroad and in the Republic of Croatia for foreigners

The coverage period starts at 12:00 a.m. on the day specified in the policy as the commencement date, but not before the insured person crosses the state border when travelling abroad (the border of the country where permanent residence / regular residence is registered), provided that they had previously paid the insurance premium, and ends after the insured person crosses the state border when returning to the country of the registered permanent residence / regular residence, and not later than at 12:00 a.m. on the date specified in the policy as the expiry date of the insurance policy. In the case of voluntary health insurance for persons during travel and stay abroad and in the Republic of Croatia for foreigners, the costs incurred after the agreed insurance period are covered within the framework of the agreed insured sum for a maximum period of 4 (four) weeks after the expiry of the agreed insurance period, but only if it is proven that return from abroad (from the Republic of Croatia for foreigners) for health reasons is not possible.

2. Accident insurance, lost luggage insurance and private liability insurance

The insurance coverage starts at 12:00 p.m. on the day specified in the policy as the beginning of the insurance, but not before the travel commences (provided that the insurance premium had previously been paid in full), and ends after the travel ends, and not later than at 12:00 p.m. on the day specified in the policy as the insurance expiration date.

3. Trip cancellation insurance or trip interruption insurance, business trip insurance and flight delay insurance

The coverage period starts at 12:00 a.m. on the date specified in the policy as the date of concluding the insurance contract (provi-

ded that the insurance premium had previously been paid in full), and ends at 12:00 a.m. on the date when 50% of the envisaged travel duration has been used. In the event of travel insurance for private trip cancellation or private trip interruption and the event of travel insurance for business trip cancellation, the insurer liability for the insurance begins at 12:00 p.m. on the day on which the ticket was bought or hotel or similar reservations were made, and ends at 12:00 p.m. on the date when 50% of the envisaged travel duration has been used, provided that the insurance premium had been previously paid in full.

In case of flight delays, the insurance coverage begins at 12:00 a.m. on the day when the airline ticket was bought, and ends at 12:00 a.m. on the day specified in the policy as the insurance expiration date, provided that the insurance premium had been previously paid in full.

Insurance premium amount, method of payment of the insurance premium, the amount of contributions, taxes and other costs and fees charged in addition to the insurance premium and the total amount of payment

The premium is determined in accordance with the Price List of the insurer, depending on the contracted insured sum, scope of coverage, degree of risk and the insurance period, and may depend on the payment schedule. The place of premium payment is the place where the policyholder has their seat or permanent residence, unless otherwise specified in the contract. The premium is typically paid in advance for each insurance period, unless otherwise agreed. The payment of premiums in instalments may be arranged. The insurer may charge and collect an agreed extra amount for the payment of the premium in semi-annual, quarterly and monthly instalments paid within the agreed deadlines. The premium is paid in full without deduction of the costs arising from payment transactions, fees for payment slips and similar. Possible costs for fees, taxes and other statutory charges for the premium and additional expenses from the insurance contract arising from the actions of the policyholder or the insured person, shall be borne by the policyholder. The premium is paid into the account of the insurer. The payment is considered to be executed on the day when the payment of the premium has been recorded on the giro account of the insurer. No value added tax is calculated on the insurance premium.

Procedure for settling complaints relating to contracts, address for receiving complaints and the authority competent for settling complaints

All persons having a legal interest under the insurance contract shall primarily seek to settle their possible disputes with the insurer, arising from or in connection with the insurance contract, amicably through a peaceful procedure with the insurer.

The insured person, the policyholder and the beneficiary of the insurance contract may submit a complaint to the provision of insurance services and the fulfilment of obligations under the insurance contract due to the actions of the insurance company or the person performing

insurance agency activities, the decision of the insurance company in connection with the insurance contract or the execution of the insurance contract, the actions of the insurance company in connection with the settlement of claims arising from the insurance contract, within a period of 15 (fifteen) days from the date of receiving the decision on which they filed a complaint, or the day when they learned the reason for the complaint.

The complaint is submitted:

- a) verbally to the record:
 - at the seat of UNIQA osiguranje
- b) in written form:
 - to the address of UNIQA osiguranje d.d.
 - by fax to 01/6324 251 or
 - e-mail to info@unika.hr.

The complaint shall include:

- a) the name, surname and address of the complainant who is a natural person or their legal representative, or the name and seat of the company, as well as the name and surname of the responsible person of the complainant who is a legal person,
- b) the reasons for the complaints and demands of the complainant,
- c) the evidence supporting the statements from the complaint, if they can be attached, and may also contain documents that were not considered in the process which led to the decision due to which the complaint is being submitted, as well as proposals for the presentation of evidence,
- d) the date of filing the complaint and the signature of the complainant or the person representing them,
- e) power of attorney, when a complaint is filed by an attorney.

After analysing and verifying the statements in the complaint, UNIQA osiguranje shall respond in writing to the complainant no later than 15 days after receiving the complaint. If the complaint is submitted by electronic mail or the complainant expressly demands, the answer to the complaint may be sent by electronic mail, in compliance with regulations governing the protection of personal data. At the request of the complainant, the insurance company shall inform the complainant about the received complaint and the course of the procedure.

All disputes arising from or in connection with the insurance relation, including all disputes referring to the issues of its valid creation, violation or termination, as well as the legal effects arising therefrom, may be referred to mediation with one of the mediation organisations in the Republic of Croatia (Croatian Insurance Bureau, Croatian Chamber of Economy, etc.).

In the event that, despite the efforts of consensual dispute resolution, the parties fail to reach a peaceful settlement, the dispute shall be settled by the competent court in Zagreb.

Supervisory authority

The supervision over the operations of the Insurer shall be carried out by the Croatian Financial Services Supervisory Agency, with seat in Zagreb.