

# General Terms and Conditions for Insurance Abroad SP-TAS-22


















**VARUH ZDRAVJA**  
VZAJEMNA

## INTRODUCTION

### 1. What is Insurance abroad?

- 1.1 Insurance abroad is health insurance intended for covering the costs of urgent medical and related services abroad, pursuant to these General Terms and Conditions for Insurance abroad SP-TAS-22 (hereinafter: the General Terms and Conditions). It includes medical assistance, i.e. if you get sick or injured while staying abroad.
- 1.2 These General Terms and Conditions are a constituent part of the insurance contract (hereinafter: the Contract). By concluding the Contract, you also accept the provisions of these General Terms and Conditions. The other constituent parts of the Contract are: offer, provided that the insurance is taken out on the basis of an offer, Contract, separate written statements of the contracting parties, if any, and other attachments to the Contract.

### 2. Definitions of commonly used terms

 <b>You/Your</b>	Refers to you as: <ul style="list-style-type: none"><li>• the provider who wishes to conclude insurance with us and submits us an offer to that end,</li><li>• the policyholder, when you conclude the Contract with us,</li><li>• the insured, when you conclude the Contract for your insurance. You can also take out insurance for another person, whereby that person becomes the insured.</li></ul>
 <b>We/Our</b>	Vzajemna zdravstvena zavarovalnica d.v.z., Vošnjakova ulica 2, 1000 Ljubljana.
 <b>Beneficiary</b>	The person to whom we are obliged to pay the insurance benefit in accordance with these terms and conditions.
 <b>Contract</b>	A document confirming the existence of your insurance under the concluded Contract.
 <b>Offer</b>	A signed document representing the proposal for taking out insurance and containing all the essential elements of the Contract.
 <b>Premium</b>	The agreed amount you have to pay to us in accordance with the Contract if you wish to establish the insurance coverage under these General Terms and Conditions.
 <b>Effective date</b>	Date indicated as the start of insurance on your Contract.
 <b>Expiry of insurance</b>	Date indicated as the expiry of insurance on your Contract.
 <b>Sum Insured</b>	Amount meaning the upper limit of the insurance company's liability for individual coverage.
 <b>Insurance Benefit</b>	The amount paid out in accordance with the provisions of the Contract.
 <b>Insured Event</b>	The event covered by this insurance, which occurs during the period of insurance coverage.
 <b>Exclusions</b>	Events that might correspond to the basic definition of the insured event but are not covered by the Contract.
 <b>Accident</b>	Any sudden, unforeseen event affecting the insured's body from the outside and against their will and causing physical injury to the insured.
 <b>Assistance services</b>	Assistance in the case of unforeseen illness or injury of the insured during a trip abroad and in other cases pursuant to these General Terms and Conditions.
 <b>Assistance partner</b>	Our assistance partner with whom we have signed the agreement on business co-operation and which provides assistance services for our insured persons.

#### **Chronic Disease**

A disease with one or several of the following characteristics: usually long-term, recurring, mostly resulting in permanent health consequences, the patient needs special training and rehabilitation to live with it, requires long-term observation, treatment, control and care. Chronic disease includes the expected complications related to the disease. Typical chronic diseases are: diabetes, hypertension, asthma, cardiovascular diseases, lupus and similar.

#### **Urgent treatment and urgent medical assistance**

All medical services that cannot be postponed without endangering the life or health of the insured.

#### **Abroad (Tujina)**

The geographical territory for which we provide insurance coverage for the insured under the Contract. This territory does not include the country of the insured's official permanent residence.

#### **Home Country**

Slovenia or the country of the insured's official permanent residence, if so agreed in the Contract.

## GENERAL ABOUT INSURANCE

### 3. About your Contract

- 3.1 The Contract can be concluded on the basis of a written offer or by the parties signing the Contract or agreeing, in another way, on the essential elements of the contract, such as the determination of the scope of coverage, premium, insurance period and sum insured.
- 3.2 Before signing the Contract, you may be required to submit an offer. In such case, you have to send us, in written or electronic form provided by us, a completed and signed offer, which constitutes a proposal for concluding the Contract. The offer submitted to us shall be binding for eight (8) days after its receipt, unless a shorter date is specified by the person who submitted it. If we do not reject your offer within this period, it is considered accepted by us, and the Contract is deemed to have been concluded on the day we received the offer.
- 3.3 We may reject your offer to conclude the Contract without explanation.
- 3.4 In the case of distance contracts, your signature may, if so determined, replace the payment of the first premium. In such case, the Contract is considered concluded when you pay the premium.
- 3.5 As a rule, insurance must be taken out prior to the insured's departure abroad, at the time while the insured is still in Slovenia or the country of official permanent residence. If agreed, insurance can also be taken out on the day of departure abroad or when you are already abroad, provided no insured event has occurred yet.

### 4. Why is it important to provide us true information upon conclusion of the Contract?

- 4.1 Prior to concluding and during the term of the Contract, you must report to us all circumstances relevant to the establishment of risks that had been known to you or could not have remained unknown to you, particularly those on which the premium is determined and charged.
- 4.2 If you intentionally misrepresented or deliberately concealed any circumstance of such nature that we would not have concluded the Contract had we known the true state of affairs, we may request cancellation of the Contract or refuse payment of insurance benefits, if the insured event had occurred before we learned of such circumstance. If the Contract has been cancelled, we retain the premiums already paid, and we have the right to demand payment of the premium for the insurance period as of the date we requested the cancellation of the Contract.
- 4.3 In case of misrepresentation or due notice omitted by you, but not intentionally, we may, within one (1) month from the day we learn about the misrepresentation or incompleteness of the report, declare that we are terminating the Contract. In such case, the Contract shall terminate upon the expiration of fourteen (14) days from the date you were notified of termination.
- 4.4 If the policyholder or the insured commits a fraud, forgery or abuse, we may terminate the Contract without notice and demand a refund of the insurance benefit, together with statutory default interest and the resulting damage and costs, while retaining premiums already paid, and we are entitled to claim premium payment for the period as of the date when we requested the Contract be terminated.
- 4.5 If the insured or another person on their behalf attempts to take out a Contract and/or obtain the services and benefits in the scope of such Contract through fraud, we shall have no obligation whatsoever under this Contract.



## 5. Who is eligible for insurance?

5.1 The Insured (insured person) can be:

- either you yourself or another person insured by you (individual insurance); or
- a group of two or more persons (group insurance); or
- a family (family insurance).

In case of individual insurance, the insured is the person indicated on the Contract. In group insurance, all persons indicated on the Contract or in the attachment to the Contract are the insured persons.

Family insurance under these General Terms and Conditions can be taken out for up to:

- two adult persons under 75 years of age, in a family relationship, and their children, step children, adopted children or grandchildren up to the age of 26;
- one adult under the age of 75 and their children, step children, adopted children or grandchildren up to the age of 26.

In the case of the family Multitrip insurance, it is not necessary for the insured persons to travel together.

5.2 Persons over 75 years of age can be insured by paying an extra premium according to our price list.

5.3 Insurance for foreigners in Slovenia is intended for persons that come to Slovenia and may be taken out as individual or group insurance. Persons up to 70 years of age may be insured.

5.4 The actual age of the insured upon Contract conclusion is taken into account, namely on the agreed effective date of the insurance.

5.5 A person lacking full legal capacity cannot be the policyholder.

## 6. When does the insurance start and when does it end?

6.1 Insurance for travelling abroad can be concluded for a single trip abroad with specific duration or several trips abroad within one (1) year (Multitrip insurance).

6.2 You can conclude the insurance for foreigners for a specific duration, up to one (1) year at the maximum.

6.3 Insurance and insurance coverage shall start at 00.00 (as per the time zone of Slovenia) on the day stated as the start date on the Contract, provided that you have paid the premium by that time. The full premium shall fall due upon taking out the insurance and prior to the beginning of travel, unless specified otherwise.

6.4 Insurance for foreigners in Slovenia shall become effective after the expiry of the waiting period stated on the Contract.

6.5 The Multitrip insurance shall apply to an unlimited number of trips abroad within one policy year; the insurance coverage for each trip abroad shall apply for the first ninety (90) days, at a maximum.

6.6 Insurance coverage for business travel shall only apply to the time you are on a business trip abroad based on the appropriate travel order issued by your employer.

6.7 Insurance shall end at 24.00 hours on the day stated as the termination date on the Contract.

6.8 Insurance shall also end in case of death of the insured or in other cases defined herein.

6.9 Insurance coverage for an insured who has turned 26 and has been insured on the basis of family insurance shall be terminated upon the expiry of the policy year in which the insured turns 26 years of age.

6.10 Assistance service "Chat with a doctor" cannot be renewed under these Terms and Conditions if the contractual partner significantly changes the terms of participation or terminates cooperation with us. In this case, the said assistance service will terminate upon the expiry of the current policy year.

## 7. Area of insurance validity

7.1 You may conclude the Contract for Croatia or the whole world. Insurance and insurance coverage does not apply to Slovenia and the area of the country in which the insured has official permanent residence.

7.2 Insurance for foreigners in Slovenia shall apply in Slovenia and its neighbouring countries (Croatia, Italy, Austria, Hungary).

## INSURANCE IN DETAIL

### 8. What does the insurance cover?

8.1 Insurance and insurance coverage shall apply to the area indicated in the Contract and comprise assistance services and cover the urgent costs of treatment and transportation costs and other costs in accordance with these General Terms and Conditions, incurred while you are staying:

- abroad,
- in Slovenia and its neighbouring countries, if you are a foreigner and have taken out insurance for the duration of your stay in Slovenia.

8.2 An insured event shall occur on the basis of a justified need for urgent medical and other services, according to these General Terms and Conditions, in the event of an illness or injury which begins during the insurance coverage and ends in the moment when the treating physician issues an opinion that you no longer require medical treatment or when you return to your home country.

8.3 A new insured event shall occur when medical or other services are required due to unforeseen illness or accident that is not in a causal relationship with the preceding one.

8.4. Under these General Terms and Conditions, insurance and insurance coverage also apply if the insured event occurred as a result of an accident or disease you suffer due to high-risk activities and extreme sports at professional or recreational level for which you paid a correspondingly higher premium. The list of sports for which you have to pay an extra premium is published on our website at [www.vzajemna.si](http://www.vzajemna.si).

The set of all covers available under the insurance is presented in short in the table below, while a more detailed description is provided hereinafter. The covers you chose are stated in the Contract.

<b>Assistance services</b>	Assistance in organising medical services in the case of unforeseen illness or injury of the insured during a stay abroad and in other cases pursuant to these General Terms and Conditions.
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<b>Coverage of urgent costs of treatment</b>	All medical services that cannot be postponed without endangering the life or health of the insured.
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<b>Coverage of urgent costs of transportation</b>	The organisation and the costs of transportation arising from the insured event that is covered under these General Terms and Conditions.
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<b>Coverage of accommodation costs</b>	Coverage of accommodation costs for: <ul style="list-style-type: none"> <li>• you, if you are unable to return to the home country for medical reasons in accordance with these General Terms and Conditions;</li> <li>• your family member or a person who remains in your company in case you are admitted to a hospital.</li> </ul>
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<b>Coverage of search and rescue costs</b>	The costs of search and/or rescue in the event of your unforeseen illness or injury in a hard-to-reach area, in accordance with these General Terms and Conditions.
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<b>Coverage of the costs of legal services</b>	The costs of organising legal assistance, the costs of a translator over telephone and bail, in accordance with these General Terms and Conditions.
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<b>Coverage of the cost of treatment of acute deterioration of chronic diseases</b>	It comprises the costs of medical services in relation to acute deterioration of chronic diseases, up to the amount of the sum insured set in the Contract.
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<b>Additional coverage for the event of an accident abroad</b>	It includes coverage in the event of permanent disability above 40% and compensation for extended hospitalisation in the event of an accident abroad.
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<b>Chat with a doctor</b>	During the insurance period, the policyholder will be able to chat with a physician through various chat rooms 24 hours a day, every day of the year.
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## 9. Assistance services

9.1 Assistance services are provided by our assistance partner and comprise the following services 24/7:

- the availability to answer your phone calls with the option of telephone cost reimbursement,
- organisation of urgent medical assistance,
- organisation of urgent medical transportation,
- providing information for you and your close relatives,
- other necessary assistance services related to the insured event, in agreement with us.

If so agreed, assistance services shall also include a **chat with a doctor**. This is a service of our contractual partner that the policyholder can use during the insurance period in accordance with the terms of use of the service. If you need medical advice due to non-urgent health problem, you will be able to chat with a doctor via various chat rooms, 24 hours a day, 365 days a year. Chat with a doctor is intended to provide general health information to the policyholder and is not intended to be a substitute for a medical diagnosis or treatment or for resolving urgent medical cases and life-threatening medical conditions.

## 10. Urgent costs of treatment

10.1 Urgent costs of treatment comprise:

- the cost of urgent medical treatment, including medicines and medical devices issued on prescription or prescribed on the medical report;
- the cost of treatment up to the day your medical condition allows for transportation to your home country to continue treatment there;



- the cost of urgent dental treatment in the case of acute pain resulting from an illness or recent dental injury, including tooth extraction, as well as simple repairs of dentures if the insured Person is unable to eat as a result;
- the cost of transportation to the nearest clinic or hospital and back to the place of accommodation abroad;
- the cost of treatment of acute deterioration of chronic diseases upon the occurrence of sudden severe symptoms and other signs typical for individual chronic diseases.

**11. Urgent costs of transportation**

- 11.1 The cost of transportation organised in co-operation with the assistance partner comprise:
- the cost of transportation to the place of residence or hospital in the home country, if your medical condition prevents you from returning in the manner planned, including the medical team to accompany you, if necessary due to your medical condition;
  - the cost of transportation of mortal remains to the home country;
  - the cost of transportation because of urgent early return to the home country in the event of a severe illness or death of your close relative (spouse, extramarital partner, parents, grandparents, children, brother, sister, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law).
- 11.2 In the event of your hospitalisation or death abroad, we also cover the cost of transportation related to the insured event, namely for:
- the arrival of your family member if it is not possible to provide a medical team to accompany you as specified under the first indent of the first paragraph of item 11.1 (the coverage comprises the cost of arrival abroad and return home);
  - the person remaining with you in the case of your hospitalisation, at the recommendation of your treating physician (no recommendation by a doctor is required if the person is a minor);
  - the arrival of your family member if you are abroad alone and hospitalised and unable to return home for medical reasons (the coverage comprises the cost of arrival abroad and return home);
  - the return of your minor child if he/she has no one else to accompany him/her on return home.
- 11.3 As a rule, the costs of transportation are covered based on our consent, which you will obtain by calling the Assistance Centre. When reimbursing the costs of transportation, we shall reimburse you the amount charged by the most favourable provider (in case of public transport, the costs of economy class).

**12. Other costs**

- 12.1 Other costs comprise the cost of accommodation, the cost of search and rescue and the cost of lawyer services.
- 12.2 In the event of your hospitalisation, we also cover the cost of accommodation for:
- your family member if it is not possible to provide a medical team to accompany you as specified under the first indent of the first paragraph of item 11.1;
  - the person remaining with you in the case of your hospitalisation, at the recommendation of your treating physician (no recommendation by a doctor is required if the person is a minor);
  - your family member if you are abroad alone and hospitalised and unable to return home for medical reasons;
  - if you are unable to return home for medical reasons, as initially planned, or if you are forced to stay in the place not initially planned because of the illness or injury. In accordance with these General Terms and Conditions, we also cover the costs of accommodation in the case of ordered quarantine or isolation due to illness.
- 12.3 The costs of search and rescue are the costs arising from the search or rescue as a result of unforeseen illness or injury in hardly accessible areas, particularly mountains, seas, lakes, deserts, caves, etc. and comprise:
- the costs of search as a result of unforeseen illness or injury if you are officially missing,
  - the costs of rescue as a result of unforeseen illness or injury after you have been located. The costs of rescue include the costs of rescue and the costs of your transportation from the place of the accident to the nearest medical centre or hospital abroad. In such case, transport costs are an integral part of the costs of rescue.
- The costs of search and rescue are covered based on our consent, which you will obtain by calling the Assistance Centre. If a call to the Assistance Centre cannot be made at the time due to objective circumstances, make the call as soon as possible afterwards.
- 12.4 The costs of lawyer services comprise:
- the cost of organising legal assistance in case legal proceedings were initiated against you in accordance with the laws of the country in which you are staying to establish criminal or civil liability for damage caused to third persons or other illegal acts committed due to negligence,
  - the cost of an interpreter via telephone, organised for you in co-operation with the assistance partner, and
  - bail, which you are obliged to compensate to us within thirty (30) days of receiving our invoice.
- The costs of compensation and legal defence are not covered.

**13. Additional coverage for the event of an accident abroad**

- 13.1 According to these General Terms and Conditions, an accident is any sudden, unforeseen event that occurs during the term of insurance coverage, affecting the insured's body from the outside, suddenly and against their will, and causing physical injury to the insured.
- 13.2 An accident is considered to be the events listed in the table below.

What is an accident?
<ul style="list-style-type: none"> <li>• same-level or elevated fall</li> <li>• slip</li> <li>• traffic accident</li> <li>• lightning strike and electric shock</li> <li>• impact by or against an object</li> <li>• animal strike or bite</li> <li>• injury by a weapon, other objects or explosive substances</li> <li>• stabbing with an object</li> <li>• lacerations of the muscles or joint ligaments due to sudden movement of the body or physical strain</li> <li>• fracture of healthy bone due to sudden movement of the body or physical strain</li> <li>• fire and electrical burns, burns by hot objects, liquid or steam, acid and similar</li> <li>• mushroom and chemical substance poisoning</li> <li>• poisoning by inhalation of gases or toxic fumes, other than occupational diseases</li> <li>• strangling as a result of an accident, drowning</li> <li>• excessive physical strain, sudden movement of the body not triggered by external events, but only if causing at least full tearing of muscle, complete joint dislocation, full tearing of joint ligaments, complete fracture of healthy bone, fracture of permanent - healthy teeth (excluding teeth that have been treated conservatively or by prosthesis), diagnosed directly after injury at a hospital or medical institution</li> <li>• loss or breaking of healthy teeth due to an accident</li> </ul>

**13.3 Introduction**

- 13.3.1 Additional coverages for the event of an accident abroad can be added to the insurance abroad, comprising:
- payment of the sum insured in the case of permanent disability above 40%, and
  - daily hospital indemnity.
- 13.3.2 Additional coverage for the event of an accident abroad cannot be taken out independently without insurance abroad. The time and geographic validity of additional coverage for the event of an accident abroad depends on the time and geographic validity of the insurance abroad.
- 13.3.3 If additional coverage is included for the event of an accident abroad, the Table of permanent disability due to accident (hereinafter: the Table) is also a constituent part of these General Terms and Conditions, as published on our website when the insurance is taken out, [www.vzajemna.si](http://www.vzajemna.si). The common provisions of these General Terms and Conditions also apply to the additional coverage.
- 13.3.4 Additional coverage for the event of an accident abroad can be taken out under insurance abroad for persons up to age of 75.

**13.4 Our obligations**

- 13.4.1 If you became permanently disabled as a result of an accident abroad and the level of disability is assessed at more than 40%, you will be paid the permanent disability insurance benefit. The Table shall be used to assess the level of disability resulting from the accident.
- 13.4.2 As a rule, the level of disability above 40% is established no sooner than six (6) months after the finished treatment, unless specified otherwise in the Table, when the consequences of the injury have settled. If the treatment is not finished three (3) years after the day of accident abroad, the state at the date of expiry of this period shall be deemed as final. In any case, a potential disability percentage resulting from any accidents or illnesses preceding the conclusion of this Contract or coverage is deducted when determining the final percentage of your disability.
- 13.4.3 When accommodation and hospital treatment due to an accident abroad is required, you shall be paid the hospital indemnity for overnight stay. The hospital indemnity shall be paid for a hospital stay as of the 5th (fifth) day of hospitalisation. Following an individual injury abroad, you shall be entitled to the payment for up to thirty (30) overnight stays.

**13.5 Expiry of additional coverage for the event of an accident abroad**

- 13.5.1 Additional coverage for the event of an accident abroad shall automatically expire with the termination of the insurance for travelling abroad.
- 13.5.2 Additional coverage for the event of an accident abroad for each insured person from the Contract shall also be terminated upon the payment of the permanent disability insurance benefit.
- 13.5.3 Additional coverage for the event of an accident abroad shall expire upon the termination of the policy year in which the insured turns 75.



### 13.6 Exclusions

13.6.1 Additional coverage for the event of an accident abroad excludes all our obligations referred to in item 17 of these General Terms and Conditions relating to accident.

## OUR OBLIGATIONS AND RIGHTS

### 14. What are our obligations?

14.1 We undertake to fulfil all the obligations specified in the Contract upon the occurrence of an individual insured event.

14.2 With the help of our contractual assistance partner, we will organise urgent treatment, urgent transport to home country or other services and guide you through the process of exercising them. The costs of the services provided, as defined in the Contract, shall be reimbursed or paid directly to the provider, if so agreed.

### 15. What is the basis and how to exercise the rights from the insurance?

15.1 If you fall seriously ill or sustain a severe injury or need hospital treatment or repatriation, you have to inform our Assistance Centre immediately or as soon as possible at +386 (0) 1 47 18 777.

15.2 Based on your identification and the information provided, the Assistance Centre will first check the validity of the Contract and the scope of coverage. If you are entitled to assistance services and payment of costs, it will make arrangements in accordance with the concluded Contract.

15.3 If you get a mild acute illness or suffer a minor injury, you need not call the Assistance Centre. In this case, the costs of emergency medical and other services shall be paid by you, and you may claim reimbursement directly from us. If so agreed, we can also arrange the payment of costs directly to the service provider.

15.4 You have to file the insurance claim no later than within three (3) months of returning to the home country. The following documentation on the insured event will be required for resolving your claim:

- an invoice for the service provided or costs incurred (at the request of the insurance company, the original invoice must be submitted);
- complete medical documentation on the insured event; and
- other documents and information that may be necessary for resolving your case.

You will have to cover any potential costs of obtaining such documentation.

15.5 The invoices for medical services provided must state the date of service provision, the data about the issuer and the insured's name, description of illness and services rendered. The invoices for medication must indicate the prescribed medication, and the invoices for dental services must state the description of treated teeth and procedures performed.

If the documentation needs to be translated, the insured or the beneficiary shall be obliged to pay the cost of translation.

15.6 The cost of urgent phone calls to the assistance number shall be reimbursed on the basis of the submitted evidence (the bill for the phone call and/or the statement of calls from the mobile operator).

15.7 When reporting the accident under additional coverage, you have to specify all the necessary facts and data required by the insurance company for resolving the insurance case from additional coverage, particularly about the time and place of the accident abroad, a description of the event, the medical reports and any other documentation, if necessary. If hospitalisation is required due to an accident abroad, the insurance company must be submitted evidence of the hospitalisation with your name, surname, address, birth date and date of admission to and discharge from the hospital, when claiming the right to compensation.

15.8 The healthcare provider is fully responsible for the quality performance of the service, thus any liability on our part for damages related to healthcare services provided in accordance with the rights under the concluded Contract is expressly excluded.

15.9 You will be able to contact a doctor through various chat rooms should you need a doctor's advice. Before the first chat with the doctor, you will accept the terms of use of the service of our contractual partner. The contractual partner is fully responsible for the quality performance of the service, thus any liability on our part for the performance of the service is expressly excluded.

### 16. Handling of the insured event

16.1 We will reimburse the insurance benefit in the amount of the costs translated into EUR as at the date of payment, no later than within fourteen (14) days of receipt of the application accompanied by all the necessary documentation related to the respective insured event. The deadline can be accordingly extended if more time is needed for establishing the existence and amount of our obligations.

16.2 The claims under the Contract shall lapse in accordance with the provisions regulating obligational relationships in the Republic of Slovenia.

### 17. What is the limit of our liability?

17.1 All our obligations are excluded in the following cases:

- in the area of civil war or war with a foreign country, occupation, riots,

uprisings, strikes, demonstrations, attempted murders, if resulting directly from the above-described events, and other similar cases, if the risk is assessed as high by the insurance company;

- when you are in an area at risk of war, political or other circumstances that would render such services impossible or justifiably impracticable;
- acts of terrorism or sabotages, including nuclear, chemical or biological terrorism;
- suicide or attempted suicide or intentional self-inflicted injury;
- driving a motor or other vehicle without an appropriate official licence;
- acts while under the influence of alcohol, drugs or psychoactive substances; In the event of a car accident, it shall be deemed that it was caused because of driving under the influence of alcohol at the time of accident, if the level of alcohol in the insured's blood exceeds the legally permitted level of alcohol in the blood of participants in traffic, according to the Slovenian legislation; If these facts are established subsequently, we reserve the right to recover all amounts already paid based on such claims.
- participating in the preparation, attempt or execution of a wilful offence as well as escape after such an offence and participation in a fight or physical violence, with the exception of proven self-defence;
- radioactive radiation of any nuclear material, chemical pollution or as a result of explosion;
- all forms of radiation, including exposure to light, sun and other radiation, change in temperature, except when saving another person's life;
- epidemics, pandemics, pollution of the environment or natural disasters;

17.2 Our obligations are also excluded, if the insured event is the consequence of an accident or illness suffered as a result of engaging in:

- high-risk activities and extreme sports at professional or recreational level, unless this is specifically agreed in the Contract and for which you paid a correspondingly higher premium;
- all activities at the altitude higher than 6,000 m above sea level;
- professional activity in a war zone or peacekeeping mission.

17.3 Our obligations are also excluded, if the costs arose due to:

- treatment or medical care and the results of treatment that is not urgent from the medical point of view, including all dental services except those listed under item 10;
- making of teeth replacement, dental crowns;
- treatment of chronic diseases (except in the case of acute deterioration);
- illnesses, medical conditions and injuries that existed prior to departure abroad or that appeared and have not been fully treated prior to departure abroad;
- spa treatment, chiropractor services, physical therapy and heliotherapy;
- services that are not a recognised medical method in the Republic of Slovenia according to the official doctrine or are of an experimental nature;
- aesthetic treatment, fitting of artificial limbs, all medical and technical devices and equipment, which is/are not necessary for life;
- preventive vaccination and preventive and control medical examinations;
- planned treatment and surgeries;
- above-standard services in the hospital, such as a single-bed room, telephone, TV;
- transportation due to minor medical problems that could be treated at the location of the insured event and would not prevent you from continuing your holiday or trip;
- treatment or surgery that can be postponed without any consequences for you to the time after your return to your home country;
- treatment or medical care provided by your relative travelling together with you;
- psychiatric or mental disorders and depressions;
- sexually transmitted diseases, including AIDS;
- pregnancy, regular examinations during pregnancy, complications upon pregnancy, delivery, except in the case of saving the mother's or the child's life;
- artificial insemination, terminated pregnancy, treatment of infertility or contraception;

17.4 Our obligations shall cease should you refuse the proposed urgent treatment, transportation to the home country or any other services organised for you.

## OTHER

### 18. Contract termination

18.1 Insurance can be terminated in exceptional cases. If you cancel the Contract after the commencement of insurance cover, we are, as a rule, entitled to the premium for the entire insurance period.

18.2 If you have insured another person, the insured must be informed of the termination of the Contract.

18.3 If you took out insurance at a distance (i.e. via the Internet, by post, and similar) and with an insurance period of one month or more, you are according to the law on consumer protection entitled to cancel the Contract by submitting a written notice to the insurance company. You may withdraw from the Contract in fifteen (15) days of conclusion. If the Contract was concluded at a distance for a period of less than one month, it is not possible to terminate it.

18.4 If you end your travelling early, we shall not reimburse the proportional premium for the remaining period.





**19. Personal information**

- 19.1 All relevant information regarding the processing of personal data for the purpose of concluding and providing Insurance and other purposes for which we process personal data, as well as the information about the rights arising from personal data, are collected in the Privacy Policy of Vzajemna, which is available at [www.vzajemna.si](http://www.vzajemna.si). Fast and accurate communication requires that We have up-to-date personal and contact information (name, surname, address, e-mail address, telephone number), therefore We request that You submit us this information in writing to the address Vzajemna zdravstvena zavarovalnica, Vošnjakova ulica 2, 1000 Ljubljana or to the e-mail address [info@vzajemna.si](mailto:info@vzajemna.si).
- 19.2 When taking out insurance, we will provide our contractual partner with the personal data of the policyholder (in particular the name, telephone number, e-mail address, year of birth, gender, policy number) for the purpose of identifying and using the "Chat with a doctor" service. The policyholder will receive a link from the contractual partner through which they will be able to use the "Chat with a doctor" service. For the purpose of monitoring the implementation of the service, the contractual partner will provide us the information on the number of occasions the service was used. You will get familiar in detail with the processing of personal data for the purpose of provision of the "Chat with a doctor" service before the first use of the service.

**20. Appeal procedure**

- 20.1 Disputes related to the Contract may be resolved out of court by filing an appeal. The appeal shall be filled orally or in writing at our branch, via the website [www.vzajemna.si](http://www.vzajemna.si) or by e-mail at [vzajemna-skode@vzajemna.si](mailto:vzajemna-skode@vzajemna.si).
- 20.2 The appeal shall be dealt with by our competent body according to the rules on internal appeal procedure. The internal appeal procedure is organised at two levels. The decision of the Appeal Committee at the second level is final.
- 20.3 If You do not agree with the decision of the Appeal Committee at the second instance or if the insurance company does not decide on the appeal within thirty (30) days of receipt, you may continue the out-of-court settlement procedure at the Mediation Centre of the Slovenian Insurance Association, Železna cesta 14, 1001 Ljubljana, telephone: 01/300 93 81, e-mail: [irps@zav-zdruzenje.si](mailto:irps@zav-zdruzenje.si), website: [www.zav-zdruzenje.si](http://www.zav-zdruzenje.si).

**21. Final provisions**

- 21.1 Any relationships between the insurance company, the insured, the policyholder, the beneficiary and other persons not regulated herein shall be subject to the provisions of the Republic of Slovenia's law regulating obligations.
- 21.2 If a dispute is being resolved through court, the court of jurisdiction shall be the court in the Republic of Slovenia and the court of venue shall be the court of Ljubljana.
- 21.3 The applicable Articles of Association of Vzajemna, d.v.z. are available at the headquarters of Vzajemna, d.v.z., at sales points and on the website [www.vzajemna.si](http://www.vzajemna.si), where any future amendments thereto will also be provided.
- 21.4 The report on the solvency and financial position of the insurance company is published on the website [www.vzajemna.si](http://www.vzajemna.si).
- 21.5 Supervision over the insurance company falls within the competence of the Insurance Supervision Agency, Trg republike 3, Ljubljana.  
These General Terms shall apply as of 15 May 2022.