

INSURANCE OF PAYMENT CARD HOLDERS DURING THEIR TRAVELS IN SLOVENIA AND ABROAD

1. Introductory provisions

- 1.1. Insurance company: Generali zavarovalnica d.d. Ljubljana, Kržičeva 3, 1000 Ljubljana.
- 1.2. Insured person: holder of the payment card which is owned by the legal person stated on the credit card. Holder of a payment card can be resident or non-resident.
- 1.3. Insurance applies to all card holder's missions which do not exceed the total of 42 consecutive days within the period of 13 months.
A mission includes leaving the permanent residence with the intention of travelling to a destination, staying at the destination and returning to the permanent residence. The existence of a mission is proven by a valid journey form issued by the employer who has sent the employee (the insured person) on the mission. Insurance of payment card abuse also applies where abuse occurs outside the time of the mission since damage can also occur after the mission has been completed.
- 1.4. Insurance place: the world.
- 1.5. Applicable conditions for property insurance apply to provisions which refer to the beginning and termination of the obligation of the insurance company.
- 1.6. Beginning of insurance for the payment card holder: for the payment card holder insurance begins at 12:00 a.m. on the date when the payment card is issued by the Bank and it expires on the date of card termination or upon the payment card expiry.

2. Declaration of an insurance case

When a damage case on the basis of which insurance benefit is required occurs, the insured person shall act as follows:

- Report the occurrence of the damage case to the insurance company verbally **via telephone number + 386 01 47 57 163 or +386 01 47 57 175** or in written form in the Slovene language to the e-mail address: stefka.martinovic@mail.generali.si or ksenija.bedic@mail.generali.si, and submit to the insurance company the filled-in declaration form with regard to the damage type. The declaration form must include relevant documents (a copy of the card, the journey form, a police report in the case of a robbery or burglary, medical reports, invoices, etc.).
- Damage declaration forms are published on the insurance company's website at www.generali.si.

As a general rule, the insured person shall additionally ensure the following in the event of a damage case:

- In the case of disappearance, loss or abuse of the card, in case the insured person's luggage and personal belongings are damaged, destroyed or lost and in the case of insurance of additional costs in the event of flight delays:
 - Deliver to the insurance company a list of damaged, destroyed or vanished objects including an approximate note of their value immediately after the insurance case has occurred if possible,
 - Report damage to the local police and acquire a police report in case damage has resulted from a theft, burglary or robbery, damaging of things or a road accident. In addition to a police report, a copy of the original invoice proving the existence of the object which is supposed to have been lost with the insurance case should also be submitted upon reporting an insurance case to the insurance company and
 - Other measures which must be taken upon the reporting and solving of an insurance case and which the insurance company requires should be taken immediately after the mission has ended.
- In the case of accident insurance:
 - If possible, seek medical advice, do everything necessary for treatment and follow doctor's instructions and advice,

- Report the Bank or insurance company in written form about the occurrence of the insurance case as soon as the insured person's health state enables them to do so,
 - Upon reporting about the accident, deliver to the insurance company all the relevant notices about the place and time of the accident and
 - In case an accident results in the insured person's death, the beneficiary should immediately notify the Bank or the insurance company thereof in writing and provide all the necessary documents.
- In the case of liability insurance:
 - The insured person should inform the insurance company if criminal inquiries or investigations are initiated against them and if claims for damages have been submitted or an action for damages has been brought against them,
 - The insured person should deliver all the necessary documents and
 - The insured person should entrust the conduct of the case to the insurance company.

3. **Subject to insurance, type of risk insured and coverage limits:**

3.1. STANDARD INSURANCE

a) Insurance of payment card abuse:

The insurance covers the loss incurred by the insured person as a consumer primarily due to abuse of the Business Visa payment card (i.e. unauthorized payment transaction) by unauthorized persons in accordance with the Payment services and systems Act. The insurance company undertakes to pay the insured person insurance benefit for damage resulting from the payment transaction conducted without the consent of the insured person within the territory of the **entire world**.

The insurance covers the damage caused under the insurance case referred to in paragraph one of this Article only in the form of a lump sum which has been agreed upon by these Terms and Conditions, irrespective of the number of insurances taken out.

The insurance does not cover the loss:

- Resulting from fraud or intent of the insured person;
- When the conduct of an unauthorized payment transaction results from exceptional and unforeseeable circumstances beyond the control of the provider of payment services (e.g. the Bank) and the consequences of such circumstances would be inevitable despite all efforts to the contrary of the provider of payment services;
- When the obligation of conducting a payment transaction without the consent of the insured person (the payer) is based on other regulations binding upon the provider of payment services (e.g. execution of court orders and other compulsory payment orders);
- When the provider of payment services must refund the insured person the entire loss since the provider of payment services has not ensured means for the notification about the lost, stolen or abused payment instrument in accordance with law;
- Occurring after the insured person has submitted the provider of payment services a notice of loss, theft or abuse of the payment instrument.

For the purpose of these Terms and Conditions, abuse of a payment card means loss of sums of money (damage) of the insured person due to unauthorized payment transactions as a result of:

- The use of the stolen or lost payment card or
- The use of a payment card which was abused if the insured person has not secured personal safety components of the payment card or
- Gross negligence when the insured person has not fulfilled one or more of their obligations with regard to the payment card in accordance with law.

An unauthorized person is each person other than the insured person.

The insured person should submit to the insurance company all data they have or they acquire from the provider of payment services or any other person about the unauthorized person who has abused their payment card. The insured person may claim the damage only after the Bank has filed a financial complaint on their behalf in accordance with rules of the Visa international

system and the complaint has not been resolved in favor of the holder. If the transition of rights towards the person who is liable for damage in any way onto the insurance company is wholly or partly prevented by fault on the side of the insured person, the insurance company is released from its obligations towards the insured person to an appropriate degree.

Annual coverage limit and limit under an insurance case: 420 EUR

3.2. DELUXE INSURANCE

a) Insurance of payment card abuse:

The insurance covers the loss incurred by the insured person as a consumer primarily due to abuse of the Business Visa payment card (i.e. unauthorized payment transaction) by unauthorized persons in accordance with the Payment services and systems Act. The insurance company undertakes to pay the insured person insurance benefit for damage resulting from the payment transaction conducted without the consent of the insured person within the territory of the **entire world**.

The insurance covers the damage caused under the insurance case referred to in paragraph one of this Article only in the form of a lump sum which has been agreed upon by these Terms and Conditions, irrespective of the number of insurances taken out.

The insurance does not cover the loss:

- Resulting from fraud or intent of the insured person;
- When the conduct of an unauthorized payment transaction results from exceptional and unforeseeable circumstances beyond the control of the provider of payment services (e.g. the Bank) and the consequences of such circumstances would be inevitable despite all efforts to the contrary of the provider of payment services;
- When the obligation of conducting a payment transaction without the consent of the insured person (the payer) is based on other regulations binding upon the provider of payment services (e.g. execution of court orders and other compulsory payment orders);
- When the provider of payment services must refund the insured person the entire loss since the provider of payment services has not ensured means for the notification about the lost, stolen or abused payment instrument in accordance with law;
- Occurring after the insured person has submitted the provider of payment services a notice of loss, theft or abuse of the payment instrument.

For the purpose of these Terms and Conditions, abuse of a payment card means loss of sums of money (damage) of the insured person due to unauthorized payment transactions as a result of:

- The use of the stolen or lost payment card or
- The use of a payment card which was abused if the insured person has not secured personal safety components of the payment card or
- Gross negligence when the insured person has not fulfilled one or more of their obligations with regard to the payment card in accordance with law.

An unauthorized person is each person other than the insured person.

The insured person should submit to the insurance company all data they have or they acquire from the provider of payment services or any other person about the unauthorized person who has abused their payment card. The insured person may claim the damage only after the Bank has filed a financial complaint on their behalf in accordance with rules of the Visa international system and the complaint has not been resolved in favor of the holder. If the transition of rights towards the person who is liable for damage in any way onto the insurance company is wholly or partly prevented by fault on the side of the insured person, the insurance company is released from its obligations towards the insured person to an appropriate degree.

Annual coverage limit and limit under an insurance case: 1.000 EUR

b) Insurance of luggage and personal belongings:

An insurance case represents damage, destruction or loss of insured belongings due to a road accident, fire, explosion, natural disasters and alienation of insured belongings due to a burglary, robbery or theft in the case of proven action of the third party.

Belongings are insured against the risk of burglary only if they are located in an enclosed and locked room so that the act of stealing by the third party is not possible without overcoming an obstacle. In the case of a burglary, visible traces of a violent action by the third party unauthorized by the insured person must be seen.

Insurance coverage does not exist for events if

- They occur during storage with a transport company or during transport in public traffic so by the fault of the transport company (e.g. on a plane, bus, taxi, etc.);
- They occur due to natural characteristics or poor quality, wear, wear and tear, defective packaging or defective closing of insured belongings;
- They are caused by the fault of the insured person due to forgetfulness, abandonment, losing, misplacing, lack of supervision, lack of storage or if the insured person lets the objects fall, hang or stand;
- They occur during the use of sports facilities (bicycles, surfboards, skis, etc.);
- Damage on belongings results from the performance of professional activity of the payment card holder.

Insured objects:

- Payment card holder's luggage and
- Personal belongings belonging to or held by the payment card holder.

Uninsured objects:

- Gold, cash, checks, payment cards, bank cards, securities, tickets and documents of all kinds (driving license, passport, identity card, health card, etc.),
- Antiques, objects of mainly artistic and collectors' value,
- Animals,
- Motor vehicles, air- and watercraft together with related equipment as well as parachutes, hang gliders and similar;
- Objects that serve the practice of a profession such as saleable products, specimen collections, tools, instruments and computers (e.g. laptops),
- Objects which are not physically held by the payment card holder and
- Weapons and accessories.

Extension of insurance coverage:

Insurance of luggage and personal belongings of the payment card holder against burglary in motor vehicles and caravans

Insurance coverage against burglary is given if insured objects are located inside the car or in its boot which is surrounded by solid metal, hard plastic or glass, and which is locked, and all existing safety devices are used.

In the case of a two-wheeled vehicle, luggage must be stored in closed and locked luggage compartments which are made of metal or hard plastic and which an unauthorized person cannot open or remove without applying force.

Annual coverage limit and limit under an insurance case: 1,000 EUR

The amount of insurance sum is limited in the case of the following:

- Luggage and personal belongings against theft - up to 210 EUR and
- Video cameras, cameras and related accessories - up to 210 EUR.

Coverage limit for damage in respect of coverage extension: up to 200 EUR.

Calculation of damage:

Upon an insurance case, the insurer replaces (up to the agreed insurance sum)

- Missing objects in the amount of their actual value;
- In the case of films, sound carriers, data and similar, only their material value.

The actual value is the new value of the insured object on the day of damage reduced by the reduced value due to age and wear and tear. If it is impossible to purchase a new object, the purchase price of objects of the same type and quality is considered.

Deductible average: 10 % of the damage.

c) Insurance of additional costs in the case of flight delays:

An insurance case represents:

- Flight delays longer than 4 hours,
- Flight delays due to delays of earlier flights and
- The state of being late for a flight because public means of transport arrived at least an hour late.

Subject to insurance:

Subject to insurance are additional costs for personal needs including the purchase of food and beverages, hygienic supplies and costs of the overnight stay.

Annual coverage limit and limit under an insurance case: 105 EUR

d) Liability insurance:

The insurance covers the damage caused by civil claims for damages enforced by the third party against the insured person due to a sudden event for which insured persons (the card holder) are responsible and which results in:

- Injury to persons (bodily injury or death of the third party) and
- Property damage (destruction, damage or vanishing of objects).

In accordance with the General Terms and Conditions for Liability Insurance of a Private Person S-OZ-07, excluding Article 5 of part B, liability coverage of a private person is given for the duration of the insured person's mission.

Annual coverage limit and limit under an insurance case: 41,800 EUR (combined insurance sum for persons and objects), annual aggregate: 1x; in derogation from conditions and clauses, the insurance company pays the total of compensations not exceeding the amount of 1 time insurance sum for all insurance cases occurring within an underwriting year.

Franchise: in accordance with the conditions

Jurisdiction:

a) Exclusive jurisdiction of law and courts of the Republic of Slovenia applies to questions concerning the insurance agreement.

b) European jurisdiction (excluding the United Kingdom - UK) applies to questions concerning claims for compensation. The term Europe is understood in terms of geography and it comprises all countries west of the Urals, the British Isles, Ireland, Iceland, Mediterranean islands, Morocco, Tunisia, Turkey, the Canary islands, Madeira and the Azores.

e) Accident insurance:

Risks insured:

- Accidental death,
- Accidental disability and
- Costs of treatment due to an accident, costs of rescue and costs of transportation of the deceased insured person

Insurance sums:

- Accidental death 5,000.00 EUR
- Accidental disability for the degree of disability exceeding 20 % 8,000.00 EUR
(in the case of established disability exceeding 20 %, disability is paid linearly)
- Costs of treatment due to an accident, costs of rescue and costs of transportation of the deceased insured person 3,000.00 EUR

Compensation for costs of treatment, costs of rescue and costs of transportation of the deceased insured person covers only the difference which the insurance policy holder is not liable to compensate due to the damage incurred.

Exclusions:

The insurance company does not cover the unpaid part of the cost of treatment due to the unpaid supplemental health insurance.

If there exist other insurances to cover the costs of treatment, rescue and transportation of the deceased insured person, the principle of double insurance shall be taken into account. According to conditions, payments of insurance benefits under policies are limited up to the amount of total damage under an individual insurance case.

Provisions of the Accident General Terms and Conditions which refer to accident compensation and a hospital care day shall not be taken into account.

Coverage limit: as defined in item "e" (Insurance sums)

4. **Policy conditions:**

Policy conditions which can be found on the Generali insurance company website shall apply to insurance under this offer: S-PRE-05, S-OZ-07, S-NEZ-12, T-NEZ-04.