

## GENERAL TERMS AND CONDITIONS TRIP CANCELLATION Insurance, 26.04.2021

## Pre-Contractual information, according to the requirements of the Insurance code INFORMATION ABOUT THE INSURER

Euroins Insurance JSC, UIC 121265113 is an insurance entity under Eurohold Bulgaria Plc. and insurance group Euroins Insurance Group JSC.

The company holds the license for carrying out insurance activity No 8/15.06.1998, issued by the National Insurance Council under the Cabinet of Ministers.

The headquarters' address of the entity is: 43, Christopher Columbus Blvd., BG-1592 Sofia, Bulgaria.

National phone number for contact with the Insurer: 0700 17 241

Information on the Insurer's solvency and financial status is published on its website: www.euroins.bg

For the sale of insurance products, the remuneration for the distributor is paid by Euroins Insurance JSC, as follows:

• Employment remuneration under the terms of the Labor Code for employees of the Insurer, carrying out direct sales;

· Commission remuneration - for insurance intermediaries.

INFORMATION FOR THE USERS OF INSURANCE SERVICES

Users of insurance services may lodge insurance compensation claims in any territorial office of the Insurer (headquarters, liquidation office, agency, representation).

Complaints may be submitted on behalf of Insured Persons, injured, handicap, entitled or specifically authorized persons.

A complaint may also be lodged through the insurance intermediary, carrying out mediation for the conclusion of the Insurance Contract.

A response to a complaint shall be made and sent no later than:

 7 days from the date of entry into Euroins Insurance JSC – if the complaint is related to the amount of compensation;

• One month from the date of entry into Euroins Insurance JSC - in other cases.

The rules for settling claims under Insurance Contracts of Euroins Insurance JSC are available on the Insurer's website (www.euroins.bg), in the section "For Clients".

In the Republic of Bulgaria, disputes concerning insurance relations are resolved in an out – of – court settlement through mediation according to the Mediation Act.

Before conclusion of Insurance Contract by Insurer or insurance intermediary entitled by Insurer, client may request an individual offer so that advice may be given pursuant to the Insurance Code.

Bulgarian legislation shall be applicable for Insurance Contracts concluded under the current General Terms and Conditions.

Accurate and non-misleading information on the type of insurance, alongside summary of insurance coverage including the basic insured risks and territorial scope, shall be contained in the Insurance Product Information Document (IPID).

Insurance Product Information Document offered by Euroins Insurance JSC are publicly accessible and are published on the website of the Company (<u>www.euroins.bg</u>), in the section "For Clients".

# GENERAL TERMS AND CONDITIONS "TRIP CANCELLATION" Insurance

# I. GENERAL PROVISIONS

# Subject of Insurance Contract

**Art. 1.** (1) Pursuant to current General Terms and Conditions Euroins Insurance JSC, referred to hereunder as Insurer shall insure Bulgarian citizens and foreigners referred to hereunder as Insured Persons against risks in connection with forthcoming trip on the territory of the Republic of Bulgaria or abroad.

(2) Upon occurrence of insured risk covered under Insurance Contract Insurer shall pay insurance indemnity in compliance with the conditions of the concluded Insurance Contract and the current General Terms and Conditions up to the limit of liability in aggregate and the limit of liability per specific risk.

## Insured Persons

**Art. 2.** (1) The person negotiating the conditions of the Insurance Contract with the Insurer and referred to hereunder as Policyholder under the conditions of the Insurance Contract may also be an Insured Person.

(2) Insured Person may be Bulgarian citizen or foreigner who as of the date of conclusion of Insurance Contract is up to 85 (eighty five) years of age.

Art. 3. Policyholder may insure with one Insurance Contract:

1. a single person (individual contract);

2. two or more persons who travel on one route with the same transport (group contract).

# II. DEFINITIONS

Art. 4. In accordance with the current General Terms and Conditions:

1. Policyholder shall mean a physical person or legal entity who is a party to the Insurance Contract.

2. Insured Person shall mean a physical person included in the list of Insured Persons under Insurance Contract and who has his / her name recorded in the booking documents, travel contract and/or ticket for regular passenger services.

3. Insured's next of kin shall mean:

a) Insured's husband / wife, their parents, children (incl. adopted children) and siblings. When the Insured Person does not have a legal marriage, next of kin shall be deemed the person with whom Insured Person is in stable non-marital partnership provided that both have the same permanent or current address of residence. b) the person with whom the Insured Person travels or has intended to travel provided that said person has his / her name included in the list of Insured Persons under the Insurance Contract as well as in the contract with the tour operator or in another document certifying trip booking.

4. Insured occurrence shall mean the occurrence of covered risk under the Insurance Policy within the insurance period.

5. Insurance period shall mean the period designated in the Insurance Policy within which Insurer shall bear the risk under the Insurance Policy.

6. Acute disease shall mean the sudden, unexpected and unforeseeable disease first occurring within the insurance period and requiring urgent medical treatment due to symptoms directly endangering the life of the ill person. The definition under preceding sentence shall not include any chronic disease including its acute manifestation irrespective of whether it has firstly occurred within the insurance period.

7. Past diseases shall mean diseases occurring before conclusion of the Insurance Contract irrespective of whether they have been diagnosed or not.

 Chronic disease shall mean progressive disease often with exacerbations and included in the list of diseases requiring dispensary examination irrespective of when it has occurred for the first time.

9. Accident shall mean any occurrence happening within the insurance period and resulting in bodily injury or death of the Insured Person caused by sudden and unforeseeable impact of external origin which has not been made intentionally by the Insured Person.

10. Bodily injury shall mean temporary or permanent disability of the Insured Person as a result of personal accident.

11. Hospitalization shall mean admission in healthcare institution admitted as such by the relevant state authorities.

12. Booking document shall mean a ticket, tourist voucher, booking form or other document which certifies existence of contract for sale of tourist package or separate tourist service in connection with the trip.

13. Ordinary transport shall mean transport services for passengers against payment and said transportation shall be with designated frequency under designated itinerary and passengers shall get on and get off the prearranged designated stops.

14. Carrier shall mean any physical person or legal person registered as trader who performs public transportation of passengers via vehicles deisgned for the purpose thereof.

15. Provider of tourist services shall mean a person who provides tourist service and is responsible for its performance: tour operator, carrier, hotel operator, event organizer etc.

16. Natural disaster shall mean any natural phenomenon with significant impact as a result of which significant material damages and significant risk for life, health and safety of individuals arises. Said natural phenopmena shall include but shall not be limited to: earthquakes, volcanic eruptions, floods, landslides, avalanches, storm, hail, snow accumulation, freezing.

17. Evacuation in the event of natural disaster shall mean the organized transportation of people from endangered regions and their relocation and ensuring their safety in secure locations.

18. Essential products of first necessity shall mean: food, drinks, sanitary and hygiene materials or medicines.

19. Gross negligence shall mean the lack of due care which the most negligent person engaged in the respective activity under similar conditions would have taken.

20. Abroad shall include any state different from the state where the Insured Person is a citizen or in which it has the status of long-term or permanent resident.

#### III. SUBJECT OF INSURANCE. INSURANCE COVERAGE.

# Subject of insurance

Art. 5. Subject of insurance under Insurance Contract could be:

1. basic travel exepnses;

2. extraordinary travel expenses.

Art. 6. (1) Basic travel expenses shall mean the real expenses made before the trip start for purchase of:

1. tourist package;

stay at hotel or accommodation when accommodation service is not included in the tourist package;

3. ticket/s for ordinary transportation when not included in the tourist package;

4. additional tourist services which are not included in the tourist package of the following types:

a) car hire (rent-a-car) or small recreational vessels;

b) hire of sports equipment and/or tourist equipment;

c) visit of sports event, cultural performance (concert, play etc.), congress or business meeting (conference, trade fair etc.) or a tourist site (museum, natural phenomenon, amusement park etc.).

(2) The full value of the basic travel expenses shall be insured irrespective of which part thereof is paid at the time of conclusion of the Insurance Contract.

(3) Expenses for more than one reservation may be insured with one Insurance Contract.

Art. 7. (1) Extraordinary travel expenses shall mean the real expenses made within 4 (four) consecutive days after end date of trip to purchase:

1. essential products of first necessity (food, drinks, sanitary and hygiene materials or medicines);

2. stay at hotel or accommodation;

3. new return ticket for economy class for ordinary travel provided that the preliminary purchased return ticket has not been used and can not be revalidated or ticket revalidation

On behalf of the Insurer: Joanna Tsoneva

Rumyana Betova 1



provided that the revalidated ticket has been used;

4. renting a car (rent-a-car).

(2) Insurer shall cover expenses under Art. 1 if the tourist service provider has not provided food and/or shelter to Insured Person during enforced stopover and/or return transport.

(3) Extraordinary travel expenses may be insured only in combination with insurance of the basic travel expenses.

#### Insurance coverage

Art. 8. (1) Insurer shall cover only those risks that are designated in the insurance contract and agreements introducing them can not be subject to extended interpretation. (2) The basic travel expenses can be insured against the following risks (basic coverage):

1. Trip cancellation;

2. Trip curtailment.

(3) Upon explicit agreement between the parties extraordinary travel expenses can be insured against the risk Trip extension (additional coverage).

# Characteristics of covered risks

Art. 9. Under risk Trip cancellation the Insurer shall cover part of insured basic expenses which are deducted as a fee or penalty in connection with the cancellation of the respective reservation when the Insured Person can not commence and complete the trip due to any of the following reasons which have been unforeseeable at the time of conclusion of the Insurance Policy and have occurred within the insurance period irrespective of the will of the Insured:

1. Personal accident or acute illness of the Insured Person provided that at the trip commencement date hospital or domestic treatment is conducted and there exists a threat of aggravation of health condition of the Insured Person from the trip.

2. Personal accident or acute illness of Insured's next of kin provided that at the trip commencement date hospital or domestic treatment is conducted and Insured has to take care of the ill person.

3. Hospitalization of Insured Person as of the trip commencement date for a period of not less than 5 consecutive days due to sudden exacerbation of chronic illness.

4. Hospitalization of Insured Person as of the trip commencement date due to complications of normal pregnancy provided that said pregnancy is found and medically confirmed after conclusion of insurance contract.

5. Death of Insured Person.

6. Death of Insured's next of kin occurring no later than 90 days before the trip commencement date.

7. Termination of main employment contract of Insured Person by employer provided said contract is permanent and the dismissal of Insured Person is not based on disciplinary breach, attained right of retirement or reaching a threshold age for performing the specific duty.

8. Summoning Insured Person to court in his/her capacity of witness, juror or expert witness provided that the date for appearing in court designated in the respective subpoena is within the trip period.

9. Summoning Insured Person to fulfil his service as a military reserve force staff within the trip period.

10. Service of divorce notification letter by Insured's spouse provided that the date for appearing in court shall be within the trip period.

11. Theft of Insured's identity document which is necessary for the trip provided that police has been notified for theft up to 24 hours after acknowledgement and it is not possible to issue same document before setting off.

12. Rejection, annulling or withdrawal of Insured's visa for the state to be visited within the trip period by the respective diplomatic service provided that all documents and information necessary for issuance of visa have been collated and filed as per order and terms established in the diplomatic service. Resolution thereof shall not be subject to appeal or the result of its appeal shall not be available before trip commencement date.

13. Transport strike or road blockade leading to cancellation of ordinary transport carrying out the trip provided that another form of transport is not organized.

14. Impossibility to set off due to occurred on the route natural disaster registered by the respective competent authority and if no alternative route is available or another form of transport can not be organized.

15. Damage to Insured's home or to any premises used by Insured for conduct of economic activity as a direct result of fire, burglary, malicious acts of third parties or natural disasters occurring not more than 72 hours before trip commencement provided that any competent authority investigating the occurrence requires physical presence of the Insured.

Art. 10. Insurer shall cover that part of insured basic travel expenses under risk Trip curtailment corresponding to the value of preliminary reserved and paid before the trip start tourist services which have not been used due to Insured's short stay in destination place when:

1. Insured Person arrives late with more than 24 hours after trip commencement date due to any of the following reasons that have been unforeseeable at the moment of conclusion of insurance contract and have occurred within the insurance period irrespective of the Insured's will:

a) Road accident or technical failure of vehicle used for regular transport.

b) Transport strike or road blockade leading to delay of regular transport used for trip completion.

c) Temporary impossibility to travel due to occurred on the route natural disaster registered by the respective competent authority.

2. Insured Person curtails the commenced trip and returns before the end date of trip due to any of the following reasons which has been unforeseeable at the conclusion of

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insurance contract and has occurred within the insurance period irrespective of Insured's will:

a) Personal accident, acute illness or death of Insured's next of kin who travels alongside Insured when Insured Person needs to curtail trip in order to accompany his/her next of kin or his/her mortal remains in the event of repatriation.

b) Personal accident, acute illness or death of Insured's next of kin who does not travel alongside Insured when it is necessary for Insured to curtail its trip and return in advance in order to take care of the ill person.

c) Repatriation of Insured as a result of personal accident, acute illness or death to the place of his/her permanent residence on the territory of the Republic of Bulgaria or abroad.

d) Evacuation in the event of natural disaster which makes provision of tourist services included in the trip booking impossible to perform.

e) Damage to Insured's home or to any premises used by Insured for conduct of economic activity as a direct result of fire, burglary, malicious acts of third parties or natural disasters occurring within trip period provided that any competent authority investigating the occurrence requires physical presence of the Insured.

Art 11. The Insurer shall cover extraordinary travel expenses under risk Trip extension corresponding to the value of real expenses made in the event of Insured's extension of stay exceeding 24 (twenty-four) hours after end of trip due to any of the following reasons which has been unforeseeable at the conclusion of Insurance Contract and has occurred within the insurance period irrespective of Insured's will:

1. Hospitalization of Insured or his/her next of kin with whom they travel together as a result of accident, acute illness, sudden exacerbation of chronic illness or complications of normal pregnancy.

2. Death of Insured's next of kin with whom he/she travels together when it is necessary for Insured to await for completion of documents and organization of burial / cremation of mortal remains of his/her next of kin or the transport for their repatriation.

3. Road accident or technical failure of vehicle used for regular transport.

4. Transport strike or road blockade leading to delay or curtailment of regular transport used for trip completion provided that alternative transport can not be organized.

5. Impossibility to set off due to occurred on the route natural disaster registered by the respective competent authority and if no alternative route is available or another form of transport can not be organized.

6. Theft of Insured's identity document occurring within Insured's stay abroad and as a result of said theft Insured can not travel so he/she has to extend his/her stay provided that immediately but not later than 24 hours after acknowledgement of theft police hase been notified and the necessary actions have been undertaken for issuance of temporary replacement document of the same kind.

#### IV. EXCLUSIONS OF INSURANCE COVERAGE

Art. 12. (1) Insurer shall not cover any expenses and shall not owe insurance indemnity in case of trip cancellation, trip curtailment or trip extension when caused:

1. by occurrences happening outside the scope of insurance coverage;

2. by occurrences happening as a result of non-compliance or rejection of prescribed medical regime and/or treatment as well as self-medication;

3. while Insured Person is under the influence of alcohol, narcotics, opiates or medicines, stimulating substances or doping;

4. during or as a result of Insured's participation in experiments, researches or any activities or events with experimental, scientific and/or research purpose;

5. during or as a result of gross negligence, illegal and outlaw actions, resistance to public authorities, suicide, self-inflicted injury or conscious exposure to peril (unless at the attempt to save human life) by the Insured or his/her next of kin;

6. as a result of mental, psychological or psychoneurological disorder, state or illness including but not limited to functional neurological disorder, depression, neuroses etc.;

7. as a result of war, war activities or military drills, terrorism, civil commotion, riots or

other events of similar nature; 8. as a result of gas, nuclear explosions, radiation, pollution (biological, chemical or other).

(2) Insurer shall not cover trip cancellation, trip curtailment or trip extension and shall not

2. complications in pregnancy when pregnancy is found and/or medically confirmed before conclusion of Insurance Contract, pregnancy or delivery termination, applying any forms and methods of assisted reproduction and consequences thereof; 3. AIDS or other sexually transmitted diseases;

4. migraines, multiple sclerosis, epilepsy, cirrhosis, osteoporosis, malignant (oncological) diseases, inborn anomalies and diseases;

5. extraction, storage or implant of stem cells, transplantation or implantation of organs and tissues, fixing of implants, prosthetics, artificial limbs, correcting devices etc.;

6. plastic surgery, reconstructive, plastic or cosmetic corections, procedures, manipulations or operations or other cosmetic services as well as consequences thereof:

7. diagnostics and treatment for which methods and means of non-traditional medicine and/or outside approved medical standards as well as those conducted / assigned by certified doctor or by the Insured or his/her next of kin;

8. death of Insured's next of kin when the trip commencement date is more than 90 days after date of death;

9. reappointment of Insured to a new job position as well as all cases in which Insured and employee are one and the same person or affiliates in the context of Insurance Code:



1. past or chronical illnesses or their recurrences unless in cases envisaged in current General Terms and Conditions;

owe insurance indemnity as a result of:



10. impossibility for the Insured to be provided with a document necessary for the trip due to untimely filed application for issuance or rejection thereof except in cases of visa rejection explicitly outlined in current General Terms and Conditions;

11. immobilization or seizure of motor vehicle used for completing the trip or withdrawal of carrier's license by public authorities;

12. epidemic, pandemic including quarantine thereof;

13. normative or administrative ban on leaving or visiting a particular state or residential area;

14. leaving or continuation of travel despite official warning / advise of relevant public authorities not to undertake said travel;

15. lack of or untimely made and/or paid reservation;

16. events and circumstances explicitly designated in current General Terms and Conditions as a reason for happening of insured occurrence;

17. event or circumstance which at the conclusion of Insurance Contract has occurred or has been expected to occur provided that the relevant circumstance or event has been acknowledged by Policyholder or Insured or could have been acknowledged if they have made reasonable efforts;

18. non-performance or improper performance of services by Insured and/or supplier of respective tourist service under contract for tourist services.

Art 13. Insurer shall not cover nor owe insurance indemnity for this part of expenses:

1. for which there is a missing payment document necessary to certify transfer of funds and / or expenses are not subject of insurance pursuant to current General Terms and Conditions;

for which there is no written confirmation of occurrence by supplier of respective service including type and value of expenses which are subject to refund by said supplier;

3. which are made after conclusion of Insurance Contract (except for risk Trip extension);

4. which are subject to indemnification under another insurance by another insurer or by the supplier of respective tourist service.

Art. 14. Insurer shall not provide insurance coverage and shall not be liable to pay any expenses or indemnity provided that:

1. Insured travels with the aim of medical treatment or contrary to medical prescription;

2. Insured or another person entitled to insurance indemnity has committed acts or omissions to act aiming to fake an insured occurrence, defraud or mislead Insurer including upon presenting fake or fraudulent documents.

# **V. INSURANCE CONTRACT**

#### Conclusion of the contract

**Art. 15.** (1) Insurance Contract shall be concluded as per written proposal of Policyholder provided that trip booking is made on the day of conclusion of Insurance Contract or up to 5 days beforehand and from conclusion of Insurance Contract until trip commencement remain at least 5 days. When more than 5 (five) days have elapsed from the date of booking the trip, an Insurance Contract may be concluded, provided that at least 29 days remain until the trip start, and the insurance coverage starts 10 (ten) days after the date of the conclusion of the Insurance.

(2) Insurance Contract shall be concluded for a fixed period not exceeding one year.

(3) At the conclusion of insurance when Insurer has asked questions Policyholder, his/her proxy or insurance broker shall disclose accurately and in details the essential circumstances which he/she has known and are of significance for the risk.

(4) Current General Terms and Conditions alongside questionnaire, payment documents and other written documents issued therewith are an inseparable part of the Insurance Contract.

**Art. 16.** (1) Provided that the due insurance premium is paid in full insurance coverage shall be enforced since the onset of insurance period under the Insurance Contract.

(2) Insurance coverage shall be terminated:

1. with the expiry of the Insurance Contract or return of Insured Person from travel whichever occurs first.

2. in respect of risk Trip cancellation – with beginning of trip or at 24.00 hrs. on the day fixed as beginning of trip whichever of these occurs first.

# Termination of contract

Art. 17. (1) Insurance Contract shall be terminated:

1. with expiry of the period for which it is concluded;

2. by mutual agreement in writing between the parties;

3. unilaterally by any of the parties to the Insurance Contract with one month written notification and term thereof shall begin as of the date of its receipt;

4. in cases envisaged in the current regulatory framework.

(2) Upon termination of Insurance Contract before expiry of insurance period Insurer shall be entitled to receive:

1. the respective insurance premium only for that part of insurance period that has been covered provided that during this time no insured occurrence has happened but not less than the administrative expenses necessary for issuance of Insurance Policy;

2. the full premium for the insurance period if insured occurrence happens before termination of the Insurance Contract.

(3) Policyholder may terminate the Insurance Contract without notification in writing before Insurance Contract is in force and in this case only the administrative expenses for issuance of Insurance Policy are due to the Insurer.

(4) Upon preliminary termination of Insurance Contract the financial relations between the parties shall be settled at the date of termination unless otherwise agreed in the Insurance Contract. Obligations connected with refund or payment of insurance premium shall be settled in time of 15 (fifteen) work days since the date of termination.

# Limits of liability

**Art. 18.** (1) Upon conclusion of Insurance Contract the parties agree on an aggregate limit of liability for all Insured Persons which represents the maximum sum up to which Insurer shall pay insurance indemnity in aggregate for all insured occurrences (irrespective of their number) included in the agreed basic insurance coverage.

(2) The limit of liability under Art. 1 shall be determined in accordance with the value of the basic travel expenses which are subject of insurance under the contract.

(3) The parties shall agree on an aggregate limit of liability per Insured Person which represents the maximum sum up to which Insurer shall be liable within the insurance period and a separate limit of liability shall be determined for any of the extraordinary travel expenses included in the additional coverage.

### Insurance premium

Art. 19. (1) The amount of insurance premium shall be determined by Insurer as per enforced current tariff for one insurance period equal to the term of the Insurance Contract.

(2) Due insurance premium shall be paid in full upon conclusion of Insurance Contract unless another maturity date is explicitly designated therein.

(3) Upon non-payment of due insurance premium within agreed term insurance coverage shall not commence and Insurance Contract shall not take effect.

# Rights and obligations of the parties

**Art. 20.** (1) Policyholder shall notify Insurer for each change of own name, firm, designation or address of correspondence which are indicated in the Insurance Contract or in other documents provided to Insurer. In case Policyholder does not fulfil this obligation or distributes invalid information each statement in writing by Insurer sent to Insured's address last notified to Insurer shall be deemed served to Policyholder with all legal consequences envisaged in the law or Insurance Contract.

(2) Policyholder shall acquaint Insured Persons with their rights and obligations under concluded Insurance Contract and shall present to each and every Insured Person Insurance Contract information and the applicable General Terms and Conditions and Special conditions thereto.

Art. 21. (1) Insured Person shall be entitled:

1. to access to personal data provided to Insurer as well as the right to request any correction pursuant to the provisions of the Data Protection Act;

2. to file an insurance claim in the event of insured occurrence covered under the Insurance Contract.

**Art. 22.** During the operation of the Insurance Contract Insured Person shall notify Insurer about all new circumstances for which Insurer has asked a question in writing on conclusion of the Insurance Contract. Announcement of all circumstances must be made immediately after their acknowledgement.

Art. 23. Insured shall make maximum efforts in order to prevent happening of insured occurrence, to diminish and limit the consequences thereof as well as not to create conditions for wrongful and malicious use of agreed insurance coverage.

Art. 24. (1) Any obligation of the Insured designated in the current General Terms and Conditions and/or Insurance Contract shall be deemed essential in view of the Insured's interest.

(2) Upon happening of insured occurrence as a result of non-performance of Insured's obligation Insurer may reject or reduce the amount of insurance indemnity proportionate to the gravity of non-performance.

#### Art. 25. (1) Insurer shall be entitled:

 to access the whole medical documentation in connection with the health status of Insured upon happening of insured occurrence as a result of personal accident, illness or pregnancy complications and can request to receive said documentation from all persons keeping such information including pursuant to Law on medical institutions, Law on health assurance and Law on health;

2. upon filing a claim for insurance indemnity:

 a) to check circumstances in which insured occurrence has happened and verify presented evidence to the claim via own or independent experts as well as to give statements from trusted medical doctors and/or independent experts;

b) to organize additional medical examinations and/or screening for the Insured. Art. 26. Insurer shall:

 cover expenses and/or pay insurance indemnity as per conditions of concluded Insurance Contract and current General Terms and Conditions in the event of insured occurrence:

2. provide factual and legal argumentation of his decision within 7 (seven) days after receipt of complaint from the entitled person about the determined indemnity;

3. process all personal data provided to him in connection with the Insurance Contract in accordance with the provisions of Bulgarian legislation.

#### VI. INSURANCE CLAIM AND INSURANCE INDEMNITY

# Actions in the event of insured occurrence

**Art. 27.** (1) Upon occurrence of any reason due to which the trip can not be conducted or trip curtailment or extension is necessitated, Insured respectively entitled person shall be obliged to notify Insurer as well as the respective tourist service provider as soon as possible but not later than 5 (five) work days, provided that travel expenses are subject of insurance and shall request from the latter:

1. revalidation of reservation to a later date if this is possible as per the circumstances or reservation cancellation and refund of paid sums;

written document containing the exact sum which is deducted in connection with revalidation, cancellation or curtailment of reservation and shall not be refunded to Insured.

(2) Depending on the type of occurrence (theft of personal documents, damage to real estate, transport accident etc.) Insured shall notify the relevant competent authorities

On behalf of the Insurer:

2)



immediately after acknowledgement thereof and request document from them certifying the occurrence including the reasons for its happening.

(3) In cases of non-performance with the obligations under Para. 1 above Insurer shall be entitled to refuse payment of insurance indemnity:

 for expenses exceeding the sum which would have been deducted by the relevant tourist service provider in connection with revalidation or cancellation of reservation provided that notification is submitted without delay;

2. when the non-performance is aimed at preventing Insurer from establishing circumstances under which the occurrence has happened or the non-performance has made impossible for the Insurer to establish said circumstances.

Art. 28. After the insured occurrence has happened Insured shall be obliged:

1. to adhere strictly to the instructions provided by the Insurer;

2. to allow for conduct of survey or medical examination by the Insurer;

to present the requested by him documents directly connected with establishing the type of occurrence and amount of damages;

4. to notify Insurer about any other insurance policies under which risks are covered which in whole or in part overlap those risks covered under the Insurance Contract concluded by the Insurer as well as for all sums received under such insurance policies and/or from third parties.

## Insurance claim

**Art. 29.** (1) Insured, respectively entitled person shall be obliged within 5 work days after acknowledgement of insured occurrence to file written notification for payment of insurance indemnity and fill in Insurer's sample claim notification form and provide full and accurate bank account details under which payments by Insurer shall be transferred.

(2) All documents, which are essential for proving the reason for insurance claim and determining the amount of insurance indemnity shall be attached to the insurance claim.(3) Depending on the type of insured occurrence the documents under Para. 2 are:

 payment document certifying the real basic and extraordinary travel expenses that are made – required in original;

 document for made reservation – contract for organized trip, document for hotel accommodation, ticket for ordinary transport, document for additional tourist services; specification for services included in the reservation;

3. document issued by the supplier of respective tourist service certifying:

a) the exact sum that is deducted in connection with the reservation and can not be refunded to Insured;

b) the date of change / cancellation of reservation;

с) date of датата на прекратяване на пътуването;

d) the prepaid but unused by Insured tourist services.

4. document issued by the carrier proving that the reasons for delay or cancellation of transport;

5. document from the respective competent authority proving the happening of insured occurrence (police, fire brigade, airport authorities, court of law etc.) – protocol, subpoena, claim etc.:

6. birth certificate, spouse certificate, parentage certificate, marital status certificate;

7. document certifying factual non-marital partnership - address registration;

8. order for termination of employment contract;

9. in case of personal accident, illness or pregnancy complications: epicrisis, ambulatory list, medical report or another document for conducted medical examination and/or undergone medical treatment; medical prescriptions; results of conducted medical examinations; doctor's notice; medical record of Medical Advisory Committee; other medical documents proving the insured occurrence.

10. in case of death – death certificate; certificate of testamentary; doctor's statement for cause of death;

11. other documents depending on the type of insured occurrence.

(4) Despite the enlisted under Para. 3 documents, Insurer shall be entitled to request additional proofs, which have not been envisaged in the Insurance Contract upon its conclusion or the necessity thereof could not have been foreseen as of the date of filing the claim. Insurer could exercise his right under previous sentence within 45 (forty five) days since the date of presentation of evidence determined with a contract or requested upon filing an insurance claim.

(5) The documents under Para. 3 and 4 are presented to Insurer in original or copy under the provision that:

1. payment documents must contain the value of each purchased service or goods – in original:

 medical documents for conducted medical examination or treatment must contain: anamnestic information, objective condition, diagnosis, appointed medical examinations and therapy;

 documents in foreign language must be accompanied by legalized translation in Bulgarian;

4. the expenses for obtaining the above documents shall be covered by the claimant.

Art. 30. (1) Insurer shall act on the claim within 15 (fifteen) work days since provision of all pieces of evidence and shall:

1. determine and pay the indemnity or

2. refuse to pay with argumented statement.

(2) When not all requested pieces of evidence are provided Insurer shall act in one of the ways under Para. 1 not later than six moths from the date of filing the claim.

# Insurance indemnity

Art. 31. (1) Insurance indemnity shall be determined:

1. based on the presented to Insurer evidence up to the limit of liability for the respective covered risk and the total sum of all indemnities can not exceed the agreed aggregate limit of liability irrespective of the number of insured occurrences within the insurance period of the contract and filed claims and

2. upon taking into consideration the individual share of participation of Insured in the basic travel expenses.

(2) In case of existence of more than one valid Insurance Policy pursuant to Insurance code, Insurer shall participate in the proportion that the respective limit of liability under concluded by him insurance is related to the total limit of liability under all insurance policies and the total paid indemnity by Insurers shall not exceed the real sustained damages.

**Art. 32.** (1) In case of insured occurrence under risk Trip cancellation Insurer shall refund to Insured the respective part of insured basic travel expenses, which is deducted as a fee or penalty in connection with respective booking cancellation and shall not be subject to refund by the provider of respective tourist service included in the reservation

(2) In case of regular transport ticket cancellation Insurer shall refund ticket revalidation expenses or the respective share of ticket value which shall not be subject to refund by the carrier.

**Art. 33.** (1) In case of insured occurrence under risk Trip curtailment Insurer shall refund Insured the share of insured basic travel expenses corresponding to the value of prebooked and prepaid before the trip start tourist services, which have not been used due to shorter stay of Insured at the relevant destination.

(2) When from presented pieces of evidence to the claim the exact value of unused part of tourist services can not be specified, the insurance indemnity shall be determined on a pro-rata basis for the unused period and the travel end date shall not be taken into consideration.

**Art. 34.** In case of insured occurrence under risk Trip extension Insurer shall indemnify Insured for real extraordinary travel expenses within the limit of liability determined under Insurance Contract but not exceeding the limit for the respective type of expenses.

Art. 35. When there exists a reason for payment of insurance indemnity to one Insured Person, Insurer shall accept to pay insurance indemnity to maximum 5 (five) more persons provided that they correspond to the definition of "Insured's next of kin" and are insured under said Insurance Contract and for whom the trip has also been cancelled or the period of stay at trip destination has been amended due to happening of insured occurrence to Insured.

Art. 36. (1) Insurance indemnity shall be reduced with the amount of:

1. sums received as Insured's compensation for expenses made by another Insurer, third parties or under legal provisions;

2. other sums Insurer shall not pay as compensation pursuant to current General Terms and Conditions and the concluded Insurance Contract.

(2) Insurer shall not owe insurance indemnity when Insured is indemnified in full with received sums under Para. 1, item 1.

Art. 37. When Insured is refunded the sums for booking tourist services for which insurance indemnity has been received by Insurer, Insured shall notify Insurer and shall refund the share of paid insurance indemnity corresponding to the value of refunded expenses.

# **VII. OTHER PROVISIONS**

**Art. 38.** (1) By paying insurance indemnity when insured occurrence is caused by Third party action or omission to act or by property under custody, care and control of Third party Insurer shall be subrogated to the rights of Insured against the respective Third party up to the amount of insurance indemnity and regular expenses made for determining insurance indemnity pursuant to the order and legal provisions of enforced Bulgarian legislation.

(2) In the cases referred to in Para. 1:

1. The Insured Person and the Policyholder are obliged to cooperate with the Insurer in exercising his/her rights towards the persons responsible for the injury;

 The Insured Person shall be obliged to assist and provide to the Insurer all documents, evidence and information, necessary for filing a recourse claim from the Insurer against the persons responsible for the damage, in original or notarized duplicate;

3. the Insured Person's objection to exercise his/her rights against the person liable for the damage have no effect against the Insurer.

Art. 39. (1) Any relationship between the parties in connection with the performance of the Contract must be settled in writing.

(2) Written statements and communications of any kind shall be deemed to have been done within the agreed deadline if they are transmitted by post, fax or electronic message before the expiry of the last day of the deadline.

(3) Notice or message from the Insurer, delivered by hand to the Policyholder or the Insured Person, including their employee, agent or legal representative, shall be deemed to have been received by the Policyholder, respectively by the Insured Person, from the moment of service.

(4) The data contained in the Insurance Contract constitute commercial and insurance secrecy. The Parties to the Contract shall be required to consider all information which they share in connection with its execution, to be confidential and not to share or disclose it to third parties without the consent of the other party, except where the disclosure of such information is compulsory by law.

(5) The Insurer shall not be liable for interest on the wrongly paid insurance premium, as well as for untimely insurance compensation claimed or received, if the delay is due to the failure to present the bank account details for transferring the indemnity.

(6) These General Terms and Conditions are drafted in Bulgarian language. Although they may be translated into other languages, the Bulgarian text will apply in case of discrepancies in interpretation or translation.



Art. 40. (1) The Insurance Contract is regulated by the current legislation of the Republic of Bulgaria.

(2) For all matters not covered by the Insurance Contract or these General Terms and Conditions, the provisions of the Insurance Code and the applicable Bulgarian legislation apply.

(3) All disputes between the Parties to the Insurance Contract are to be resolved by negotiation, and if agreement between the Parties is impossible, disputes shall be brought before the competent Bulgarian court.

(4) In case of discrepancy between the Insurance Contract and the provisions of these General Terms and Conditions the Contract provisions shall apply.

(5) The rights and obligations under the Insurance Contract in respect of the insurance indemnity shall cease with the expiration of the limitation period from the date of the insured event.

## **VIII. FINAL PROVISIONS**

Art. 41. (1) The present Terms and Conditions:

1. are adopted by the Board of Directors of Euroins Insurance JSC by decision of 14.04.2021 and enter into force on 26.04.2021, cancelling the General Terms and Conditions for "Trip Cancellation" Insurance valid until then;

2. may be modified and/or supplemented on a case-by-case basis by special terms or supplements.

(2) The present Terms and Conditions may be amended or replaced by new ones in the order in which they were adopted, since Insurance Contracts in force before the entry into force of the amendments or new General Terms and Conditions continue to operate in accordance with the Terms and Conditions under which they were concluded.

