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triglav

General conditions of insurance for travelers during travel and stay abroad

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article 1: general definitions and provisions

[1] The specific terms provided in these conditions have the following meanings:
Insurer refers to Triglav Osiguruvanje AD, Skopje - the insurance company with which the insurance agreement is made;
Beneficiary refers to the person to whom payment of the insurance amount, i.e. the insurance compensation is made. Beneficiary is the Insured, except in case of death of the Insured abroad, then the Beneficiaries shall be the legal successors of the Insured. If the Insured is a minor, the Beneficiary of the rights arising from the Insurance Agreement shall be his/her legal representative or guardian;
Assistance Company refers to Europ Assistance Hungary KTF, an entity that, pursuant to the agreement with the Insurer, provides and organizes healthcare assistance abroad for the Insured, in case of an insured event;
Insurance Premium is a contractual amount that the Insurance Policy Holder pays to the Insurer;
Deductible refers to the participation of the Insured in the damage;
Policy is the certificate confirming the existence of an Insurance Agreement;
Insurance Amount is the maximum amount payable by the Insurer to each Insured Person per Insured Event that has occurred during the insurance period;
Insured Event refers to an event causing damage or loss abroad (outside the borders of the Insured's state of citizenship or country of domicile), causing actualization of a risk covered by the Insurance Agreement. An Insured Event is a future, uncertain event that is not dependent on the will of the Insured, which happened during the insurance coverage. Chronic illness, i.e. an illness that is persistent or long-lasting in nature, with intermittent episodes of improvement or deterioration, shall not be considered as an insured event;
Period of Coverage is the number of insured days that are included in the insurance duration;
Medical Costs means usual and reasonable costs for medical treatment, as well as transportation costs that are necessary for the treatment of the Insured, which occurred during travel and stay abroad;
Luggage is a travel bag containing personal items of the Insured, which are not part of hand luggage;
Luggage Delay is when the luggage has not arrived for more than 20 hours starting from the time of arrival at the destination, provided that the delay is registered by the relevant airport service;
Technical Equipment is equipment for personal use of the Insured, including mobile telephone, lap top, tablet, etc.

[2] These conditions are based on the Law on Obligations, the Law on Insurance Supervision, as well as other subordinate regulations derived from these laws, that are applied accordingly to the insurance contract entered by the policyholder and the insurer.

[3] The general conditions are an integral component of both the offer and the insurance contract to be concluded by the policyholder or insured with Triglav Insurance AD, Skopje.

article 2: general provisions

[1] The General Conditions of Insurance for Travelers During Travel and Stay Abroad (hereinafter: general conditions) are an integral part of the Insurance Agreement made between the Insurance Policyholder and Triglav Osiguruvanje AD, Skopje (hereinafter: Insurer).

[2] The person with whom the Insurer has made an insurance agreement for travelers during travel and stay abroad is the Insurance Policyholder. The Policyholder may be an individual (physical person) or a legal entity (company) that is entering into an Insurance Agreement for and on behalf of an individual.

[3] The individual for whose benefit the insurance has been agreed is the Insured with:
- Macedonian citizenship;
- permanent stay in North Macedonia or
- foreign citizenship (in this case the policy shall not be effective in their home state, nor in North Macedonia);

[4] By entering into the Insurance Agreement for travelers during travel and stay abroad, the Insurance Policyholder undertakes to pay the agreed amount (premium) to the Insurer, whilst the Insurer undertakes to pay compensation to the Insured after an occurrence of an Insured Event, however the payment shall be up to the maximum agreed insurance amount for a single policy only.

article 3: subject and scope of insurance

[1] The insurance coverage includes the costs for necessary medical treatment, as well as costs for transportation due to an unforeseen illness or injury and the consequences thereof, which first appeared or occurred during travel (after crossing the Macedonian border) or during stay abroad, costs for compensation due to delayed luggage of stolen luggage of the traveler, which he had with him/her during the travel (except when the luggage was delayed in North Macedonia) as well as costs for roaming charges for telephone calls made for utilizing the assistance.

[2] The moment treatment has commenced shall be considered as the start of an Insured Event related to unforeseen illnesses or injuries and the finalization shall be when treatment of the acute Insured event is no longer necessary, according to an opinion of a doctor in the healthcare facility, or when the Insured can be safely transported in the country of domicile for further treatment.

[3] If the treatment refers to an illness or a consequence from an accident that is not causatively linked to the previous instance, the Insurer shall consider it as a new Insured event.

article 4: conclusion and cancellation of an insurance agreement

[1] The Insurance Agreement is made based on a valid travel document, except for insurance for a fixed period of coverage, when insurance can also be made based on a personal ID card. The Insurance Agreement is made before commencement of travel. An Insurance Agreement that has been made after travelling has commenced and during the stay of the Insured abroad, shall be considered as void and it shall not have legal

effect. Insurance can be taken out during the stay of the Insured abroad and it can be valid, however only in cases when the Insured renews his/her Insurance Agreement at least 24 hours prior to the expiry of the previous policy, i.e. 24 hours before the expiry of the last day of coverage.

[2] It shall be considered that the Insurance has been agreed when the Insurer, or a person authorized by the Insurer, issues an Insurance Policy. When the Insurance Agreement is made remotely, the Insurer shall consider that insurance has been agreed with the act of payment of the premium. For making insurance agreements remotely, the Clause for arrangement of insurance of travelers during travel and stay abroad online KL-opl-dal/24-12-mk shall apply.

[3] The Insured can cancel the Insurance Agreement prior to commencement of travel, i.e. before the beginning of the insurance period, if the traveler is denied a travelling visa for the country for which this type of insurance was requested. The Insured may also cancel the Insurance Agreement after travelling has commenced, i.e. after the beginning of the insurance period, if the Embassy has refused to issue a visa, at the same time retaining the passport or a copy of the policy. In both cases, the Insured shall submit a confirmation from the Embassy regarding the denial or shall submit the passport to the Insurer for inspection, to prove that a visa has not been granted for entry in the country listed in the policy as the country in which the insurance coverage shall be valid.

[4] The Insured may cancel the Insurance Agreement if he/she cancels the travelling arrangements, by submitting relevant evidence of cancellation, in case:
1) The Insured has been admitted to hospital prior to travelling;
2) A close family member has deceased;
3) The Insured has received a court subpoena;
4) Travel arrangements have been cancelled by the travelling agency;
5) Loss of passport;
6) Other situations when it is established that the Insured is objectively prevented from travelling, over which situations the Insured had no effect.

article 5: start and duration of the insurance coverage

[1] Insurance shall commence at 00:00 h. (GMT + 1 local North Macedonia time) of the day listed in the Policy as the day of commencement of insurance (however not before the Insured has crossed North Macedonian borders while travelling abroad).

[2] The insurance coverage shall end at 24:00 h. (GMT + 1 local North Macedonia time) on the day listed in the Policy as the day of termination of the insurance.

[3] The Policy shall no longer be valid after the number of insured days has passed (insurance coverage) within the period of coverage.

[4] In any case, the insurance shall not be valid in the Republic of North Macedonia and in the country of domicile of the Insured or the country in which the Insured has the right to healthcare protection.

[5] Travelers who are over 70 years of age can make an insurance agreement that is with a maximum duration of 60 days for a period of 365 days, in which the commencement and termination of the coverage are fixed, unless it is otherwise agreed. Also, for this category of Insured Persons there is a fixed participation for hospital treatment and surgery in the amount of EUR 2,000 in MKD countervalue.

[6] In any case, the Insurance Policy shall not be considered as valid in Somalia, Afghanistan, Iraq, and for individual countries the validity of the policy shall be in accordance with the issued policy.

[7] An additional insurance premium (surcharge) shall be added to the basic insurance premium for the following categories of persons:
- persons over 65 years of age;
- persons who are working in construction works and/or are temporarily working abroad;
- active athletes who actively engage in sports for the duration of the insurance (trainings, competitions, etc.).

[8] If a person for whom a surcharge is foreseen (categories of persons listed in paragraph 7 of this Article) should suffer a damage that is considered as basis for a claim, for the duration of the insurance, and the policy of the Insured is without a surcharge, then the damage compensation shall be reduced proportionately to the amount of paid premiums and the amount of the premiums that should have been paid according to the actual risk.

article 6: payment and reimbursement of the insurance premium

[1] The Policyholder is obligated to pay the insurance premium immediately after receiving the insurance policy.

[2] The Insured is entitled to a reimbursement of the premium in case the Insurance Agreement is cancelled in accordance with the provisions from Article 3, paragraph 3 and paragraph 4 hereof, specifically:
- 100% of the amount of paid premium if the Insurance Agreement has been cancelled before the commencement of the travel, i.e. before the beginning of the insurance period;
- 70% of the amount of paid premium if the Insurance Agreement has been cancelled after the insurance period has commenced;
- The Insured is entitled to a reimbursement of the premium in case he/she submits a claim to the Insurer prior to the expiry of the Insurance Policy in the amount of the difference between the paid premium and the premium that matches the actual duration of the visa that the Embassy has approved, considering the visa is issued for a shorter period of time than the period for which the premium is paid. The difference shall be paid after the cancellation of the old policy and only if the Insured takes out new insurance with the Insurer for the period for which visa has been granted.

article 7: obligations of the insurer

[1] The Insurer shall compensate the Insured – except for cases listed in Article 9 hereof – for reasonable and usual costs for necessary medical treatment and transportation costs incurred during the Insured's travel and stay abroad. The costs for medical care (treatment) that are not higher than the average level of costs in similar situations in that area, compared to the same or similar medical treatment, shall be considered as reasonable and usual costs.

[2] Only the following costs shall be considered as costs for necessary medical treatment (or medical assistance), if such treatment or assistance is needed and approved according to the opinion of the Assistance Company, in the sense of these Conditions:
a) medical treatment;
b) medicine and bandages prescribed by a doctor of medicine;
c) medicinal aids necessary for treatment (e.g. band aids, casts, orthopedic aids, bandages, crutches) prescribed by an MD;
d) X-ray diagnostics;
e) outpatient (ambulatory) medical services if the outpatient facility has diagnostics and therapeutic equipment at disposal and if it operates in accordance with methods that are scientifically recognized and clinically tested in the country where the Insured is temporarily staying. The Assistance Provider shall refer the Insured to a healthcare facility located in the area where the Insured is temporarily staying or to the nearest adequate healthcare facility. Outpatient treatment shall not include control check-ups, unless in cases when the prescribing doctor has approved them as necessary in the event the health condition of the Insured has deteriorated;

f) transportation with an ambulance vehicle to hospital (reasonable costs);
g) performing surgery (including indirect costs for the surgery);
h) in-patient treatment (hospitalization) in a facility that has a hospital status. The hospital that is in the area where the Insured is temporarily staying, or the nearest adequate hospital shall be used for in-patient treatment;
i) urgent dental interventions necessary to eliminate acute pain caused by an illness or tooth damage, including tooth extraction and simple repairs of braces, however making artificial teeth or crowns shall not be included. The costs for the necessary medical treatment are limited to EUR 150.

[3] These Conditions allow for coverage of transportation costs, which shall be limited solely to:
(a) increased costs for transportation of the Insured to the Republic of North Macedonia, at the time when the Insured, considering his/ her health condition, is capable of travelling so he/she may continue his/her treatment in his home state or costs incurred at the order of a doctor in case there is no option for providing sufficient medical care in the place that the Insured is visiting or in the direct vicinity, which might be detrimental to the health of the Insured. Apart from this, additional increased costs shall also be recognized for a travel companion, if a medical travel companion is necessary;
(b) in the event of death – increased necessary costs for transportation to the Republic of Macedonia or necessary increased costs for burial abroad, however they shall not exceed the agreed amount, which has also been listed as the insurance amount in the insurance policy.

[4] The following costs shall be considered as increased costs, in the sense of paragraph 3:
- in case of transportation of the patient to the Republic of North Macedonia, the additional costs that were incurred because of an incidence of an Insured Event during the travel back home;
- in the event of death, the amount by which the costs that would occur in case the Insured had deceased at home were exceeded.

[5] The ceiling amount payable by the Insurer per policy is set by the insurance sum listed in the insurance policy. In case of family or group insurance, the insurance amount shall apply for each individual Insured Person.

[6] The insurance amounts differ, depending on the insurance packages, which are:
a) Basic insurance package
Total insurance amount of EUR 15,000, out of which the sublimit for transportation costs is EUR 3,600;
b) Insurance package plus
Total insurance amount of EUR 30,000, out of which the sublimit for transportation costs is EUR 7,200.

article 8: luggage delay and luggage theft during travel

[1] The insurance coverage for luggage delay and luggage theft covers the following services:
1) Reasonable costs for purchasing new items due to the delay of the luggage, up to an amount of EUR 200.
2) Reasonable costs for purchasing necessary items due to theft of personal belongings – luggage up to an amount of EUR 200.
3) Compensation for costs for theft of technical goods – luggage in the amount of EUR 500. In case of family insurance, the maximum amount payable by the Insurer shall be EUR 1,000 collectively for all members. The coverage provided by the Insurer shall be valid in case of theft, only if the luggage or technical goods were stolen while they were in a closed and locked vehicle, during airport transit as well as in a closed hotel room.

[2] The Insurer is obligated to compensate the Insured for reasonable costs in the amount up to EUR 200, only in the following cases:
- If the Insured submits evidence that his/her luggage has been lost and that it has not been delivered to him/her within 20 hours since his/her arrival at the destination (if the luggage delay occurs in the home state of the Insured, the compensation for such an occurrence shall not apply);
- If the Insured submits evidence in the form of a police report regarding the committed theft;
- If the Insured submits evidence (original fiscal receipts) for the necessary items that have been purchased.

article 9: telephone costs

[1] The Insurer shall also cover telephone costs of the Insured, which were made as roaming charges, and the purpose of the telephone calls were to use the insurance Assistance.

[2] The costs for calling the Assistance Center shall also be covered.

[3] The Insured is obligated to submit a telephone listing from his/her mobile telephone operator as supporting evidence to the claim for damages, the listing will prove that the calls have been made and what the costs are associated to the calls.

[4] The Insurer is obligated to compensate for these costs, to a maximum amount of MKD 1,500 per insured event.

article 10: exclusions from insurance

[1] The Insurer shall not be obligated to compensate for costs for medical treatment, hospitalization, repatriation and transportation costs in the following situations:
1) Before commencement and after the expiry of the insurance coverage;
2) If the insured knew there was a possibility for the insured event to take place (according to a statement of the Insured, on the basis of a received medical report or similar);
3) Intentional actions of the Insured – suicide and attempt of suicide, state of inebriation and intoxication with narcotics, a condition caused by using unregistered medications and using and procuring medications without consulting a doctor.
4) It shall be considered that the Insured has been in a state of inebriation if it is so confirmed by an authorized MD and/ or if it is confirmed by an alcohol test that shows that the permissible levels of alcohol have been exceeded, pursuant to the effective legal regulations of the country where the insured event has occurred.
5) Costs that are not directly linked to the insured event and the conducted treatments shall not be compensated (interests of the bills for treatment, costs for eating in restaurants, transportation of the Insured's companions, contact lenses, eyeglasses...), nor shall there be indemnification for costs that would occur if the insured event had not happened.
6) Treatment of cancer, AIDS and venereal diseases, as well as costs for treatment of other chronic illnesses and the consequences of those illnesses, even in situations when they have not been previously treated, and in cases when the illnesses, including their consequences, have been treated in the last three months preceding the commencement of insurance, except in cases of unforeseen medical assistance for preventing an acute vital danger or solely for purposes of reducing acute pains. These exceptions shall also apply for consequences from accidents.
7) An illness or an accident that are a consequence of active participation of the Insured in military actions or rebellions.
8) An illness or an accident that are a consequence of active participation of the Insured in criminal actions if they are deliberately caused or if they are a consequence of consuming alcohol or other narcotics.
9) Physical examinations – preventive exams and regular check-ups that should be performed in the country of domicile, diagnostics that could have been postponed, except for diagnostics that were necessary to determine the course of treatment, removal of aesthetic defects or

physical anomalies, preventive vaccinations, disinfections and testing.

10) Costs incurred during a stay in spas, rehabilitation centers (physical therapy, etc.), sanatoriums, healthcare centers, medical institutes and similar health rehabilitation facilities.
11) Costs for psycho-analytical and psycho-therapeutic treatments;
12) Costs related to pregnancy, giving birth and postnatal care, except in case of an acute, abnormal course of a pregnancy and the consequences thereof, in which case the Insurer shall cover the costs for treatment and the medical measures for direct elimination of the dangers related to the life of both mother and child, given that, at the time when the abnormal course of the pregnancy first started, the pregnant woman was not 39 years of age or older and was not more than 30 weeks into her pregnancy.
13) Monitoring the progress of pregnancy or termination of pregnancy;
14) Rehabilitations and braces;
15) Care that is not listed in Article 6 hereof;
16) Caused by the Insured's engagement in risky and dangerous sports or activities (extreme sports, such as car racing, rock climbing, alpinism, aviation, paragliding, parachute jumping, bungee jumping, whitewater rafting, ski alpinism, martial arts, scuba diving, parasailing), hunting, performing acrobatic stunts, mountaineering, cave exploring, parachuting, ski jumps, water skiing, bobsledding, acrobatic skiing, hockey, ice skating, water scooters, etc.);
17) Caused by the Insured while riding a motorcycle, without a driver's permit for the proper vehicle category and without protective gear. In the event of an Insured event, when reporting the damage, it is obligatory to submit a copy of the official document and of the report of the alcohol test or the level of alcohol found in the blood can be proven by submitting a medical report along with a doctor's note regarding the state of the Insured after being admitted;
18) In-patient treatment (hospital stay) from the day when the Assistance Company first became able and first obtained approval for repatriating the Insured;
19) Accommodation in a single-bed room or a private room in a hospital, except when the medical team believes that it is necessary;
20) In case the Insured refuses to abide by the instructions provided by the doctor who is on duty censor doctor, by the medical team or does not agree with the date, type and method of repatriation that the Assistance Company has established after consulting with the doctor medical facility that is treating the Insured abroad.
21) Independent and subjective organization of repatriation, without obtaining prior approval from the Insurer, i.e. the Assistance Company, except in case when the thus organized repatriation does not exceed the level of reasonable/normal costs that would occur if the Assistance Company had been involved in the organizing process.

[2] The Insurer shall not be obligated to compensate costs for the following:
1) an air ambulance, except in a situation when the Assistance Company, after consulting with the Insurer, has explicitly determined that such transportation is necessary or if the costs for continuing the treatment abroad are higher than the costs for such transportation (up to the limit for transportation costs foreseen in Article 6, paragraph (6) hereof);
2) If the Insured has caused the Insured Event deliberately or due to gross negligence on his/her part, or if he/she provided false data during the reporting of the case.

[3] The Insurer shall not be liable to pay compensation for damages that are covered with a different insurance.

[4] The Insurer's obligations for non-complicated allergic reactions (burns and sun allergies that can be prevented, non-complicated insect stings, etc.) shall not be covered. The Insurer's obligations for compensating for costs for ear irrigation shall not be covered, except in case of pain and infections.

article 11: obligations of the insured or the policyholder

[1] When in need of assistance, as soon as an Insured Event has occurred or if there is possibility of such an occurrence, the Insured is obligated to report the Insured Event. The Insured shall report the Insured Event in the following way:
1) Call the Assistance Company
EUROP ASSISTANCE HUNGARY KFT
Phone number: +381 11 41 44 102
Fax: +381 11 411 99 99
e-mail:operationsr@europ-assistance.hu
2) Confirm his/her identity by providing his/her basic personal data (name and surname, Passport / ID card number, type of visit (tourist or work visit, student, etc.), state whether he/she is staying abroad permanently or temporarily, what kind of work he/she does abroad (if the reason for the stay abroad is work), whether the damage has occurred during active sports activities;
3) He/She shall provide a telephone number and foreign address where he/she may be reached;
4) Briefly describe the type of Insured Event and how it happened;
5) Accept treatment in a healthcare facility to which the Insurer, i.e. the Assistance Company shall refer him/her.

[2] In case of outpatient treatment, the Insured is obligated to follow the instructions of the Assistance Company for selection of a healthcare facility, and to abide by the recommendations of the healthcare facility, so that the necessary course of treatment is implemented. Otherwise, the Insurer shall not directly compensate for the costs of the outpatient treatment of the healthcare facility, instead the Insurer shall refund the costs after the return of the Insured in the domicile country, after confirming the justification of the claim for compensation, up to the amount of reasonable costs – with a maximum of EUR 300 in MKD counter-value. The Insurer shall be entitled to reduce the compensation amount for the incurred damage due to the fact that the Insured had not performed his/her obligations defined herein and in the Insurance Agreement. In case of inpatient treatment, if the Insured chooses the hospital without prior consultation with the Insurer, the Insurer shall be entitled to decline direct payment of compensation for the costs for inpatient treatment in the healthcare facility and to refund the costs after the Insured has returned to the country of domicile, after confirming the justification of the claim for compensation, up to the amount of reasonable costs – for a maximum of EUR 300 in MKD countervalue. The Insurer is entitled to reduce the compensation amount for damages incurred due to the fact that the Insured had not met his/ her obligations defined herein and in the Insurance Agreement.

[3] With the exception of sudden illness or accident, when inpatient treatment is necessary (hospitalization), it should be reported within 48 hours from the occurrence of the Insured event and the Assistance Company should be provided with information about the name and address of the hospital, the name of the doctor treating the Insured and the corresponding telephone numbers, otherwise the Insurer makes no guarantees that the costs for treatment will be compensated.

[4] If the Insured is unable to report the Insured event to the Assistance Company, he/she shall report it as soon as feasible, however no later than the deadline stipulated in the previous paragraph of this Article. Reporting done by a close person, the police, a court service, hospital facility or any other person that has assisted the Insured, shall be considered as if the Insured made the report personally.

[5] In case of sudden illness or accident, which causes the Insured to be placed in hospital for treatment (hospitalization), and due to an urgently impaired health condition accompanied with loss of consciousness, when the Insured is unable to report the occurrence, pursuant to paragraphs (3) and (4) of this Article, the Insurer shall prolong the deadline for reporting of the Insured event, however no later than 7 days from the day of occurrence of the Insured event and mandatorily prior to being discharged from hospital and before returning to the domicile country.

[6] The provisions from Article 11 hereof shall apply for all reports made after the expiry of the deadline from paragraph (5) of this Article. In case the Insured fails to report the Insured event with the Assistance Company due to objective reasons, and if he/she has covered the costs for treatment him/herself, the Insurer shall compensate the Insured for these costs after returning to the country of domicile, however up to a maximum amount of EUR 300.

[7] The claim for compensation of damages must be submitted within three months from completion of treatment, i.e. from transporting to the country of domicile or after the Insured's death.

[8] The Insurance Policyholder or the Insured Persons are obligated to submit all necessary data at the request of the Insurer, so that the Insured Event or the scope of insurance coverage may be established.

[9] The Insurance Policyholder or the Insured Persons hereby authorize the Insurer to collect all necessary data from third parties (doctor, dentist, medical professional, medical facilities of any kind, health insurance authorities, healthcare and social services abroad). The Insured shall not hold accountable any medical staff that examined him/her before and after the occurrence of the Insured Event regarding the professional obligations of maintaining confidentiality and hereby gives his/her consent for the care-providing hospital or healthcare facility to disclose to the Insurer or the Assistance Company all necessary information related to the health condition of the Insured. Medically requested documentation from the country of stay necessary to evaluate the Insured event shall be submitted by the Insured.

[10] The Assistance Company has the right to decline payment of compensation when:

1) the Insured has not met his/her obligations from the agreement or failed to abide by the instructions provided by the Assistance Company;
2) the statement of the Insured, which is the basis for issuing a Policy or which was given while reporting damages, is false, containing a misstatement or covering facts with the intention of deceit, etc.

[11] The Insurer shall not be held liable if the Insurance Policyholder or the Insured violate the provisions of this Article.

article 12: payment of compensation for damages

[1] When an Insured event occurs, the Insurer shall meet their obligation, with the condition that the evidence stipulated in paragraph (2) of this Article are provided.

[2] Specification of documents (required documentation):
- Copy of the Policy,
- Copy of the Passport to confirm the validity of the coverage (or another document that might show the stamps from state entry/exit),
- Medical report that contains a diagnosis, description of the symptoms, the reason for visiting a doctor and specifications for the provided medical services,
- Original proof of payment including a specification of services/costs (fiscal receipt, bank receipt, invoice from the healthcare facility)
- Police report in case of luggage theft and/or theft of technical goods and when requested by the Insurer,
- Recommendation for transport when needed,
- Telephone listing for proving roaming telephone costs,
- Confirmation of death,
- Medical chart, if necessary,
- Other documents related to the Insured event necessary for assessment of the case (inheritance decision, alcohol test...),
- Translation of the documentation, which shall be paid by the Insured, if the Insurer or the Assistance Company request translation.

[3] Original receipts from incurred costs shall be submitted to the Insurer. If copies of receipts are submitted, they must be certified by the facility that issued the original receipts.

[4] Medications must be prescribed by a doctor, and a report for a dental intervention must contain the reason for the intervention and a description of the intervention. A claim for compensation of costs for transportation or for burial must be based on original receipts, as well as a valid death certificate and a report from a competent authority stating the cause of death. A claim for compensation of costs for transportation of an ill person to the Republic of North Macedonia must be supported with a written recommendation from the doctor who is issuing the order, which confirms that the health condition of the Insured allows for his/her safe transport to his/her home state. The doctor's recommendation must also contain proof that the respective type of transportation, from a medical perspective, was necessary.

[5] The Insurer shall compensate a claim of the Insured who experienced an Insured Event, or the Beneficiaries of the insurance in case of death or if the Insured is a minor.

[6] If the Insured fails to report the Insured event to the Assistance Company, pursuant to Article 10 hereof, and instead chooses the healthcare facility or doctor on his/her own and if he/she pays for the costs for treatment, the Insurer shall compensate the Insured for reasonable and usual costs defined in Article 6 herein, after returning to the country of domicile, in a maximum amount of EUR 300.

[7] If the Insured has made an Insurance Agreement that includes a franchise, the compensation of costs shall be calculated in such a way that the amount of the franchise shall be deducted from the total damage. If the damage claim is lower than the amount of the franchise, the Insurer shall not be liable to pay compensation.

[8] Compensation for damages shall be calculated in MKD countervalue, following the middle exchange rate of NBRM on the day of final resolution of the damage.

article 13: termination of the insurance coverage

[1] The Insurance Coverage shall cease to be valid:
- after the expiry of the insured days included in the policy period of validity, and in any case with the expiry of the validity of the policy, or
- after returning to the Republic of North Macedonia, or
- following the transportation described in Article 6 paragraph (3) point a).

[2] The finalization of the stay abroad shall be the moment of crossing state borders for entry in the Republic of North Macedonia.

[3] If uninterrupted treatment continues after the expiry of the policy, the costs of that treatment shall be also covered, however not exceeding 4 (four) weeks and provided that it was not possible for the Insured to be transported to the place of permanent residence or if it was postponed for reasons beyond anyone's control.

article 14: concession of rights or settlement of damage claims

[1] If the Insurance Policyholder or the Insured files a damage claim that does not pertain to legal insurance matters, to a third party, such claims must be legally conceded to the Insurer, up to the amount of the paid insurance compensation.

[2] If the Insurance Policyholder or the Insured waive such a claim or right to submit a damage claim without the consent of the Insurer, they shall lose the right to a proportionate part of the insurance amount.
[3] If the Insurance Policyholder or the Insured receive compensation from a person responsible for the damage, the Insurer shall be entitled to reduce the insurance compensation by that amount.
[4] The Insurance Policyholder or the Insured may not put up as collateral or assign receivables from insurance.

article 15: forensics procedure

[1] In case the contractual parties do not agree in the joint determination and assessment of the damage, each contractual party may request damage determination and assessment by a commission of experts (forensic experts). The subject of forensic analysis may only be the disputed circumstances of the occurrence of an Insured event, the scope of the damage and the amount of the damage.
[2] Each contractual party shall appoint their own forensic expert in writing. Persons who are not employed by the Insurer, i.e. the Insured, may be appointed as forensic experts. Prior to the start of the forensic analysis, both forensic experts shall jointly appoint a third forensics expert who will give his/her opinion when the opinions of the first two experts differ and only to the extent of the required conclusions. The opinion of the third forensics expert shall be final and may be disputed only in case of an erroneous calculation.
[3] Each contractual party shall cover the costs for the forensic expert they appointed, and the costs for the third expert shall be divided in half between them.
[4] The conclusions of the forensics experts shall be binding for both parties.

article 16: amendments to the conditions of insurance or the premium tariff

[1] If the Insurer changes the conditions of insurance or the premium tariff, he shall notify the Insurance Policyholder within the deadline in accordance with the legal regulations.
[2] The Insurance Policyholder is entitled to cancel the insurance agreement within the legally designated period from receipt of the notice. The Agreement shall cease to be valid after the finalization of the current year of insurance.
[3] If the Insurance Policyholder does not cancel the Insurance Agreement in the deadline set in paragraph 2 of this Article, the following year shall be amended according to the new conditions of insurance and the premium tariff.

article 17: editing data

[1] The Policyholder is obligated to inform the Insurer of: changing address of residence, i.e. registered address, changing their name or surname, i.e. the title of the company within 15 days from the day when the change has occurred.
[2] If the Policyholder changes the data listed in paragraph 1 of this Article, and fails to inform the Insurer of that, it is sufficient for the Insurer to send a notification to the Policyholder to the last known address and to make it out to the last known name, i.e. company title.
[3] In case when an attempt to send registered mail to the Insured fails, the Insurer shall consider the returned mail as duly delivered and shall keep the mail at their registered address. The Insurance Policyholder agrees that the shipments that have not been delivered and were returned shall be considered as received on the day of the first attempt of delivery and that they are familiar with the contents of the shipment.

article 18: information regarding the processing of personal data

[1] Identity and contact details of the controller and personal data protection officer:
Title: Triglav Osiguruvanje AD, Skopje
Headquarters: Blvd. „8-mi Septemvri“ no. 16, Skopje
e-mail: osig@triglav.mk
Personal Data Protection Officer: oficer.lp@triglav.mk

*Additional information about the personal data protection officer can be found on the Company's website: https://www. triglav.mk/mk/za-nas/kontakti

article 19: processing and protection of personal data

[1] Triglav Insurance AD, Skopje performs processing (collection, recording, organization, storage, etc.) of personal data of insured individuals, insurance policyholders, their legal representatives, or authorized agents in accordance with the provisions of the Law on Personal Data Protection and other relevant positive legal regulations, applying appropriate technical and organizational measures to ensure the security of personal data. The collected personal data are part of the collections of personal data of Triglav Insurance AD, Skopje, and Triglav Insurance AD, Skopje, as the data controller, uses them conscientiously, legally, and in accordance with the purpose for which they were collected.

article 20: legal grounds for processing personal data

[1] Triglav Insurance AD, Skopje collects, processes, stores, uses, and delivers personal data necessary for the conclusion of insurance contracts (policies) based on Article 109 of the Law on Insurance Supervision, in accordance with the Law on Personal Data Protection.
[2] The personal data are necessary for processing by Triglav Insurance AD, Skopje for the purpose of fulfilling the rights and obligations arising from the insurance contract, and the processing thereof constitutes the basis for assessing insurance coverage and the extent of damage.

article 21: the purposes for processing personal data

[1] Personal data (phone number and email address) processed by Triglav Insurance AD, Skopje, is for the purpose of establishing contact to effectively fulfill the rights and obligations arising from insurance contracts (policies). These data, for the purposes of delivering advertising materials, promotions, offers, as well as for other direct marketing purposes by the Triglav Group in the Republic of North Macedonia, will be used only if you have given consent by selecting the appropriate consent option.
[2] For the purpose of processing claims and establishing databases for incurred damages, assessment of insurance coverage, and extent of damage, Triglav Insurance AD, Skopje, also processes copies of documents containing personal data.
[3] Personal data from paragraphs 1 and 2 of this article are processed by Triglav Insurance AD, Skopje, solely based on prior consent from the data subject, and failure to provide consent for processing these data may result in inappropriate assessment of insurance coverage or extent of damage, or non-payment of a damage claim.
[4] The consent for processing personal data from paragraph 3 of this article can be withdrawn at any time by sending a withdrawal notice by mail to the following address: Blvd. „8-mi Septemvri» No.16, 1000 Skopje, marked for the Personal Data Protection Officer, or via email to officer.lp@triglav.mk. Upon withdrawal of consent for processing personal data, Triglav Insurance AD, Skopje, will cease further processing of the personal data and will delete them from the databases, which may lead to consequences as stated in paragraph 3 of this article.

article 22: personal data storage period

[1] Personal data, held by Triglav Insurance AD, Skopje, is retained for the entire duration of the contractual obligation relationship, or up to 10 years after the expiration of the insurance contract, or in the event of a claim occurrence, 10 years after the closure of the claim case, or from the date of full payment of compensation for the incurred damage, in accordance with Article 109, paragraph 8 of the Law on Insurance Supervision.

[2] Upon expiry of the deadlines stated in paragraph 1 of this article, personal data will be deleted/destroyed from the databases of Triglav Insurance AD, Skopje, and will not be processed for other purposes.

article 23: rights of personal data subjects

[1] Exercising the rights arising from the Law on Personal Data Protection (right to access, correction, deletion, limitation of processing of personal data, objection, and transferability) is carried out by submitting a request to the electronic address of the Personal Data Protection Officer: oficer.lp@triglav.mk. The same email address can be used to submit requests regarding all matters related to the processing of personal data.

[2] If the subject of personal data considers that the processing of personal data for the purposes specified in Article 21, by Triglav Osiguruvanje AD, Skopje, is not in accordance with the provisions of the Law on Personal Data Protection, or considers that any right to the protection of personal data has been violated, they have the right to submit a request for the determination of a violation of the regulations on the protection of personal data to the Agency for the Protection of Personal Data, as the competent authority for supervising the legality of the activities undertaken during the processing of the personal data within the territory of the Republic of North Macedonia.

article 24: transfer of personal data

[1] Triglav Insurance AD, Skopje is part of the Triglav Group. Personal data of subjects are transferred within the Group, i.e., to the parent company Zavarovalnica Triglav, where personal data are processed solely for storage purposes. When transferring personal data, a high level of technical and organizational measures is ensured to maintain confidentiality and protect personal data. Additionally, within the Triglav Group, all necessary protective measures are provided to ensure the confidentiality and protection of personal data through standard data protection clauses approved by the European Commission. Any additional information regarding protective measures can be obtained by submitting a request by mail to the following address: Blvd. „8-mi Septemvri» No.16, 1000 Skopje, marked for the Personal Data Protection Officer or via email to officer.lp@triglav.mk.

article 25: processing of personal data for direct marketing purposes

[1] Triglav Insurance AD, Skopje processes personal data for direct marketing purposes solely based on explicit consent for processing personal data for direct marketing purposes carried out by Triglav Insurance AD, Skopje, or affiliated companies within the Triglav Group in the Republic of North Macedonia, for their services and services of affiliated companies within the Triglav Group in the Republic of North Macedonia.

[2] The consent for processing personal data for direct marketing purposes can be withdrawn at any time, free of charge, by written request (sent to the email address: oficer.lp@triglav.mk, or by mail to Triglav Insurance AD, Skopje, Blvd. „8-mi Septemvri» No.16, 1000 Skopje, marked „To the Personal Data Protection Officer»).

article 26: application of law

[1] The rights and obligations of the contractual parties that are not regulated herein, shall be regulated with the provisions of the Law on Obligations and the Law on Insurance Supervision. If there is a matter regulated in these Conditions that is contrary to the legal provision, the provisions of the law shall apply.

article 27: legal jurisdiction in case of a dispute

[2] The disputes that might occur between the Policyholder, i.e. the Insured on one hand and the Insurer on the other hand, shall be resolved by the court with territorial and subject-matter jurisdiction, respective to the registered address of the Insurer.

article 28: out of court settlement of disputes (objection)

[1] The Contractual Parties agree that all disputes arising from this Agreement shall be resolved amicably.

[2] The Insurance Policyholder and the Insured agree that for all disputes, complaints and disagreements arising from the relationship with the Insurer they shall inform the Insurer without delay. Notices in the form of objections, stipulated in this paragraph, shall be delivered in writing, which will ensure certainty of the content of the notice and the time when it was sent.

[3] If the policyholder, the insurer, the beneficiary of the insurance consider that their rights under the insurance contract have been violated by the insurer's decision regarding the compensation claim may submit an objection to the Complaints Commission of the insurer.

[4] The Complaints Committee is obliged to decide on the objection in written form without delay, but no later than within 30 days from the day of receipt of the objection.

[5] Triglav Osiguruvanje AD Skopje is responsible for handling and resolving complaints, not the Assistance Center.

article 29: supervision of the insurance company

[1] The authority that is responsible for performing supervision of the insurance company is the Insurance Supervision Agency.

[2] In case the Insured is not satisfied by the Insurer's conduct during the Insurance Agreement, he/she may submit a complaint to the Insurance Supervision Agency as the relevant authority for supervision of the work of the Insurer.

article 30: applicable law and jurisdiction

[1] For the rights and obligations of the contracting parties not regulated by these Conditions, the provisions of the Law on Obligations and the Law on Insurance Supervision shall apply. In the event of conflicting interpretations of the content of any provision in these conditions, legal provisions shall prevail.

[2] Disputes arising between the insured, on one side, and the insurer, on the other side, shall be resolved by the competent court having jurisdiction according to the to the registered office of the insurer.

article 31: statute of limitations for claims

[1] Claims arising from insurance contracts expire in accordance with the provisions of the Law on Obligations.

article 32: statement of awareness

[1] The policyholder/insured by signing the insurance contract/policy expressly confirms that, upon conclusion of the insurance contract, they have been duly informed by the insurer in writing about all information in accordance with Articles 49 and 50 of the Law on Insurance Supervision and that they have been given reasonable time before concluding the insurance contract to make a final decision. In accordance with this, the policyholder/insured confirm with their signature on the insurance contract/policy that they have been informed about their right to file a complaint.

article 33: entry into force

[1] These General Terms marked as US-ops/20-12-en shall enter into force on the day of their adoption and shall apply from 01.01.2021.

These conditions are translation of original "Opšti uslovi za osiguruvanje na patnici za vreme na patuvanje i prestoj vo stranstvo" US-ops/20-12-mk" wording. In case of any deviations the original Macedonian wording prevails.