

# General Terms and Conditions for Insurance Abroad SP-TAS-21



**VARUH ZDRAVJA**  
VZAJEMNA

## I. INTRODUCTION

### 1.1 Insurance Abroad

- (1) Insurance Abroad is a health insurance intended for covering the costs of urgent medical and related services abroad, pursuant to these General Terms and Conditions for Insurance Abroad SP-TAS-21 (hereinafter: the General Terms and Conditions). It includes medical assistance, i.e. if you get sick or injured while staying abroad.
- (2) The General Terms and Conditions are a constituent part of the insurance contract. By concluding the insurance contract you also accept the provisions of these General Terms and Conditions. The other constituent parts of the insurance contract are: offer, provided that the insurance is taken out on the basis of an offer, policy, possible separate written statements of the contracting parties and other attachments to the policy.

### 1.2 Definitions of frequently used terms

- (1) In these General Terms and Conditions "you" refers to the policyholder and/or the Insured.
- (2) In these General Terms and Conditions "we" or the "insurance company" refers to Vzajemna zdravstvena zavarovalnica, d.v.z.
- (3) Other terms in these General Terms and Conditions shall have the following meaning:
  - **Insurance Taker/Policy Holder** - the person taking out the insurance contract;
  - **Insured Person/the Insured** - a person on behalf of whom the insurance is taken out and based on whose treatment the payment of the benefit depends;
  - **Beneficiary** - the person to whom we are obliged to pay the insurance money in accordance with these General Terms and Conditions;
  - **Policy** - a document on the concluded insurance contract;
  - **Premium** - the agreed amount you have to pay to us in accordance with the insurance premium if you wish to establish the insurance coverage under these General Terms and Conditions;
  - **Beginning of insurance** - date indicated as the beginning of the insurance on your policy;
  - **Expiry of insurance** - date indicated as the expiry of the insurance on your policy;
  - **Event Insured Against** - the event covered by this insurance, which occurs during the period of insurance coverage;
  - **Accident** - any sudden, unforeseen event affecting the Insured's body from the outside and against their will, and causing physical injury to the Insured, particularly the following: fall on a flat surface or from a height, slip, being hit by an object or hitting against an object, car accident, being hit by electricity or lightning, injury by arms or other objects or explosives, being stabbed, being hit or bitten by an animal, poisoning by mushrooms or other chemical substance. Poisoning due to inhaled gases or poisonous vapours, except occupational illnesses, burns due to fire or electricity, hot items, fluids or steam, acids, strangling as a result of an accident, drowning, twisted joints and broken healthy bones, and loss or breaking of healthy teeth due to an accident shall also be considered an accident;
  - **Exclusions** - events that might correspond to the basic definition of the event insured against, but are not covered by the insurance contract;
  - **Insurance money** - the amount paid by the insurance company under the provisions of the insurance contract;
  - **Sum Insured** - amount meaning the upper limit of the insurance company's liability for individual coverage;
  - **Assistance services** - assistance in the case of unforeseen illness or injury of the Insured during a trip abroad and in other cases pursuant to these general terms and conditions;
  - **Assistance partner** - our assistance partner with which we have signed the agreement on business co-operation and which provides the assistance services for our Insured Persons;
  - **Acute illness** - a sudden illness that occurs during the insurance coverage and quickly responds to treatment, the aim of which is to completely cure it or to re-establish the medical condition that existed prior to the outbreak of the illness, which does not show the characteristics of a chronic disease or a recurring illness;
  - **Chronic disease** - a disease with one or several of the following characteristics: usually long-term, recurring, mostly resulting in permanent health consequences, the patient needs special training and rehabilitation to live with it, requires long-term observation, treatment, control and care. Chronic disease includes the expected complications related to the disease. Typical chronic diseases are: diabetes, hypertension, asthma, cardiovascular diseases, lupus and similar;
  - **Acute deterioration of a chronic disease** - the occurrence of sudden severe symptoms and other signs typical for individual chronic diseases;
  - **Urgent treatment and urgent medical assistance** - means all medical services that cannot be postponed without endangering the life or health of the Insured;
  - **Medical examiner** - a doctor, authorised by us;
  - **Abroad** - the geographical territory for which we provide insurance coverage for the Insured under the insurance contract. This territory does not include the country of the Insured's official permanent residence;

- **Home Country** - Slovenia or the country of the Insured's official permanent residence, if so agreed in the insurance contract.

## II. CONCLUDING THE INSURANCE CONTRACT

### 2.1 Who can be insured under these General Terms and Conditions

- (1) The Insured (insured person) can be:
  - either you yourself or another person insured by you (individual insurance) or
  - a group of two or more persons (group insurance) or
  - a family (family insurance).
- In **individual** insurance, the Insured is the person indicated in the insurance policy.
- In **group** insurance, all persons indicated in the policy or in the attachment to the policy are the Insured Persons. Group insurance can be taken out for two or more persons. If fewer than 9 persons are insured as a group, our provisions for individual insurance shall apply, unless specified otherwise. If more than 9 persons are insured as a group, our provisions for group insurance shall apply.
- Family** insurance under these General Terms and Conditions can be taken out for up to two adult persons, younger than 75 years, in a family relationship, and their children, step children, adopted children or grandchildren up to the age of 26. In the case of the family Multitrip insurance, it is not necessary for the Insured Persons to travel together.
- (2) Persons aged 75 years or more can be insured by paying an extra premium according to our price list.
- (3) A person fully lacking a legal capacity cannot be the policyholder.

### 2.2 What is the procedure for concluding an insurance contract

- (1) An insurance contract can be concluded on the basis of a written offer or by the parties signing the policy or in a different way confirmed that agree, on the essential elements of the insurance contract, such as the determination of the scope of coverage, premium, insurance period and sum insured.
- (2) Before signing the insurance contract, you may be required to submit an offer. In such case, you have to send us, in written or electronic form provided by us, a completed and signed offer. Such an offer is considered a proposal for signing the insurance contract. The offer submitted to us shall be binding for eight (8) days after its receipt, unless a shorter date is specified by the person who submitted it.
- (3) If your offer is not rejected within the deadline, indicated in the previous paragraph, it shall be deemed accepted and the insurance contract shall be deemed to have been concluded on the day we received the offer.
- (4) We may reject the offer without giving a reason.
- (5) In the case of insurance contracts concluded at a distance, your signature, if so indicated, can be considered a substitute for the payment of the premium, which you can prove by submitting the receipt of payment.
- (6) As a rule, the insurance must be taken out prior to the departure abroad, at the time while you are still in Slovenia or the country of your official permanent residence. If agreed, insurance can also be taken out, when you are already abroad. In such case, it shall enter into force three (3) days after signing the insurance contract.
- (7) If you conclude the insurance contract on the day of departure abroad, it shall only be deemed concluded if you pay the premium in full on the same day in our branch.
- (8) The insurance contract is deemed concluded when the contractors confirm that they agree on the essential elements of the insurance contract.

### 2.3 Obligation to report circumstances

- (1) Prior to concluding and during the term of the insurance contract, you must report to us all circumstances relevant to the establishment of risks that had been known to you or could not have remained unknown to you, particularly those on which the premium is determined and charged.

### 2.4 Start of the insurance and start of the insurance coverage

- (1) Insurance for travelling abroad can be concluded for a single trip abroad with a specific duration or several trips abroad within one (1) year (Multitrip insurance).
- (2) Insurance and insurance coverage shall start at 00.00 hours on the day stated as the start date on the insurance contract, provided that you have paid the premium until that time. The full premium shall fall due upon taking out the insurance and prior to the beginning of travel, unless specified otherwise.
- (3) If you have taken out the insurance pursuant to the seventh paragraph of Article 2.2, the insurance and insurance coverage can begin on the day of the Insured's departure abroad, regardless of the previous provision, subject to agreement.
- (4) The Multitrip insurance shall apply to an unlimited number of trips abroad within the year of insurance; the insurance coverage for each trip abroad shall apply for the first ninety (90) days, at a maximum.
- (5) Insurance coverage under the "Business" package shall only apply to the time you are on a business trip abroad based on the appropriate travel order issued by your employer.

### 2.5 Area of insurance validity

- (1) You may conclude the insurance contract for Croatia, the area of extended



Europe or the whole world. The area of extended Europe covers the area to the Ural mountain range and the southern border of the Russian Federation, the countries of the Mediterranean, Jordan, Syria, and the Canary Islands. Insurance and insurance coverage does not apply to Slovenia and the area of the country in which the Insured has official permanent residence.

### 2.6 Termination of the insurance

- (1) Insurance shall end at 24.00 hours on the day stated as the termination date on the insurance contract.
- (2) Insurance shall also be terminated in the event of the Insured's death, cancellation or termination of insurance.
- (3) Insurance coverage for an Insured who has turned 26 and has been insured on the basis of family insurance shall be terminated upon the expiry of the policy year.

## III. SCOPE OF INSURANCE COVERAGE

### 3.1 Introduction

- (1) Insurance and insurance coverage shall apply to the area indicated in the insurance contract and comprises assistance services and covers the cost of your treatment and transportation that were incurred while staying abroad and other costs in accordance with these General Terms and Conditions.
- (2) An event insured against shall occur on the basis of a justified need for urgent medical and other services, according to these general terms and conditions, in the event of an illness or injury which begins during the insurance coverage and ends in the moment when the treating physician issues an opinion that you no longer require medical treatment or when you return to your home country.
- (3) A new insured event shall occur when medical or other services are required due to unforeseen illness or injury that is not in a causal relationship with the above.

### 3.2 The scope of assistance services

- (1) Assistance services are provided by our assistance partner and comprise the following services 24/7:
  - organisation of urgent medical assistance,
  - organisation of urgent medical transportation,
  - providing information for you and your close relatives,
  - other necessary assistance services related to the event insured against, in agreement with us and
  - the availability to answer your phone calls with the option of telephone cost reimbursement.

### 3.3 The scope of covering urgent costs of treatment

- (1) Urgent costs of treatment comprise:
  - the cost of urgent medical treatment, including medicines and medical devices issued on prescription or prescribed on the medical report,
  - the cost of treatment up to the day your medical condition allows for transportation to your home country to continue treatment there,
  - the cost of urgent dental treatment in the case of acute pain resulting from an illness or recent dental injury, including tooth extraction,
  - the cost of transportation to the nearest clinic or hospital and back to the place of accommodation abroad,
  - the cost of treatment of acute deterioration of chronic diseases, where specified in the insurance contract.

### 3.4 The scope of the covered cost of transportation

- (1) The cost of transportation organised in co-operation with the assistance partner shall comprise:
  - the cost of transportation to the place of residence or hospital in the home country, if your medical condition prevents you from returning in the manner planned, including the medical team to accompany you, if necessary due to your medical condition;
  - the cost of transportation of mortal remains to the home country;
  - the cost of transportation because of the urgent early return to the home country in the event of a severe illness or death of your close relative.
- (2) In the event of your hospitalisation or death abroad, we also cover the cost of transportation related to the insurance event, namely for:
  - the arrival of your family member if it is not possible to provide a medical team to accompany you as specified under the first indent of the first paragraph of Article 3.4 (the coverage comprises the cost of arrival abroad and return home);
  - the person remaining with you in the case of your hospitalisation, at the recommendation of your treating physician (no recommendation by the doctor is required if the person is a minor);
  - the arrival of your family member if you are abroad alone and hospitalised for more than seven (7) days and unable to return home for medical reasons (the coverage comprises the cost of arrival abroad and return home);
  - the return of your minor child (under 18) and the person accompanying them if the child is obliged to return alone and there are no other adult family members travelling abroad with you.

As a rule, we compensate the cost of the least expensive public transportation.

### 3.5 The scope of other covered costs

- (1) Other costs comprise the cost of accommodation, the cost of search and rescue and the cost of lawyer services.

- (2) In the event of your hospitalisation, we also cover the cost of accommodation for:
  - your family member if it is not possible to provide a medical team to accompany you as specified under the first indent of the first paragraph of Article 3.4;
  - the person remaining with you in the case of your hospitalisation, at the recommendation of your treating physician (no recommendation by the doctor is required if the person is a minor);
  - your family member if you are abroad alone and hospitalised for more than seven (7) days and unable to return home for medical reasons;
  - if you are unable to return home for medical reasons, as initially planned, or if you are forced to stay in the place not initially planned because of the illness or injury.

We shall only cover the cost of accommodation arising from the event insured against, which is covered with these General Terms and Conditions and for a maximum of seven (7) overnight stays for a person, after the event insured against, unless agreed otherwise.

- (3) The costs of search and rescue are the costs arising from the search or rescue as a result of unforeseen illness or injury in hardly accessible areas, particularly mountains, seas, lakes, caves, etc. and comprise:
  - the costs of search as a result of unforeseen illness or injury if you are officially missing,
  - the costs of rescue as a result of unforeseen illness or injury after you have been located. The costs of rescue include the costs of rescue and the costs of your transportation from the place of the accident to the nearest medical centre or hospital abroad. In such case, transport costs are an integral part of the costs of rescue.
- (4) The costs of search and rescue are covered based on our consent, which you will obtain by calling the Assistance Centre. If a call to the Assistance Centre cannot be made at the time due to objective circumstances, make the call as soon as possible afterwards.
- (5) The costs of lawyer services comprise:
  - the cost of organising legal assistance in case legal proceedings were initiated against you in accordance with the laws of the country in which you are staying to establish criminal or civil liability for damage caused to third persons or other illegal acts committed due to negligence,
  - the cost of an interpreter via telephone, organised for you in co-operation with the assistance partner, and
  - bail, which you are obliged to compensate to us within thirty (30) days of receiving our invoice.

The costs of compensation and legal defence are not covered.

## IV. EXCLUSIONS AND RESTRICTIONS OF COVERAGE

- (1) All our obligations are excluded, if the event insured against is the result of:
  1. civil war or war with a foreign country, occupation, riots, uprisings, strikes, demonstrations, attempted murders, if resulting directly from the above-described events, and other similar cases, if the risk is assessed as high by the insurance company;
  2. acts of terrorism or sabotages, including nuclear, chemical or biological terrorism;
  3. suicide or attempted suicide or intentional self-inflicted injury;
  4. driving a motor or other vehicles without an appropriate official licence;
  5. acts while under the influence of alcohol, drugs or psychoactive substances;
 

In the event of a car accident it shall be deemed that it was caused because of driving under the influence of alcohol at the time of accident, if the level of alcohol in the Insured's blood exceeds the legally permitted level of alcohol in the blood of participants in traffic, according to the Slovenian legislation;
  6. participating in the preparation, attempt or execution of a wilful offence as well as escape after such an offence and participation in a fight or physical violence, with the exception of proven self-defence;
  7. radioactive radiation of any nuclear material, chemical pollution or as a result of explosion;
  8. all forms of radiation, including exposure to light, sun and other radiation, change in temperature, except when saving another person's life;
  9. epidemics, pandemics, pollution of the environment or natural disasters.
- (2) Our obligations are also excluded, if the event insured against is the consequence of an accident or illness, suffered as a result of engaging in:
  1. motor racing sports (competitions, training, preparations, recreational purposes), racing on racecourses;
  2. sports aviation, parachuting, paragliding or similar activities (gliding, hang-gliding and similar);
  3. skiing and boarding outside marked skiing slopes;
  4. all activities at the altitude higher than 6,000 m above sea level;
  5. diving without an international diving licence for a certain depth, with the exception of snorkelling and diving under the supervision of an instructor (e.g. tourist diving course or a course for obtaining the diving licence);
  6. engaging in high-risk and extreme sports activities, at professional or recreational level (alpinism, extreme hiking in the mountains without qualified mountain guides, extreme hiking that is not part of organised



- hiking, acrobatic skiing, off piste skiing, heliskiing, ski jumping, ski flying, acrobatic flying, bungee jumping, base jumping, cave diving, caving, cave researching, whitewater sports activities (whitewater kayaking, canyoning, whitewater rafting and similar), river bob, motonautics, motorcycling, ice climbing, free climbing and similar, breath-hold diving, jockey, bicycle racing, horse racing, ultra-marathon and similar), unless agreed otherwise;
7. all professional sports activities, unless agreed otherwise;
  8. expeditions to unknown and unexplored areas;
  9. using firearms, performing particularly dangerous tasks, such as handling explosives, performing occupations that involve the use of firearms and similar.
- (3) Our obligations are also excluded, if the costs arose due to:
- treatment or medical care and the results of treatment that is not urgent from the medical point of view, including all dental services except those listed under Item 3.3;
  - treatment of chronic diseases;
  - treatment of acute deterioration of chronic diseases, except when otherwise agreed;
  - illnesses, medical conditions and injuries that existed prior to departure abroad or that appeared and have not been fully treated prior to departure abroad;
  - spa treatment, chiropractor services, physical therapy and heliotherapy;
  - aesthetic treatment, fitting of artificial limbs, all medical and technical devices and equipment, which is/are not necessary for life;
  - preventive vaccination and preventive and control medical examinations;
  - planned treatment and surgeries;
  - above-standard services in the hospital, such as a single-bed room, telephone, TV;
  - transportation due to minor medical problems which could be treated at the venue of the event insured against and would not prevent you from continuing your holiday or trip;
  - treatment or surgery that can be postponed without any consequences for you to the time after your return to your home country;
  - treatment or medical care provided by your relative travelling together with you;
  - psychiatric or mental disorders and depressions;
  - sexually transmitted diseases, including AIDS;
  - pregnancy, regular examinations during pregnancy, complications upon pregnancy, delivery, except in the case of saving the mother's or the child's life;
  - artificial insemination, terminated pregnancy, treatment of infertility or contraception;
  - negligent conduct;
  - accident or illness while performing risky tasks as part of occupation (such as welders, fitters, construction and forestry workers, divers, high-altitude workers, etc.) abroad for which an appropriate higher premium has not been paid. A list of professions subject to a higher premium and the percentage of extra charge for high-risk jobs is available on our website at [www.vzajemna.si](http://www.vzajemna.si).
- (4) Our obligations shall cease to exist, should you refuse the proposed urgent treatment, transportation to the home country or any other services organised for you.

## V. ADDITIONAL COVERAGE FOR THE EVENT OF AN ACCIDENT ABROAD

### 5.1 Introduction

- (1) You can add additional coverages for the event of an accident abroad to the insurance for travelling abroad (hereinafter: additional coverage), comprising:
  - permanent disability above 40% and
  - compensation for an extended stay in a hospital.
- (2) You cannot take out additional coverage independently without insurance abroad. The time and geographic validity of additional coverage depends on the time and geographic validity of the insurance abroad.
- (3) If additional coverage is included, the Table of permanent disability due to injury (hereinafter: the Table) is also a constituent part of these General Terms and Conditions, as published on our website when the insurance is taken out, [www.vzajemna.si](http://www.vzajemna.si). The common provisions of these General Terms and Conditions also apply to the additional coverage.
- (4) You can insure persons up to age of 75 for additional coverage to insurance abroad.

### 5.2 Our obligations

- (1) If you became permanently disabled as a result of an accident abroad and the level of disability is assessed at more than 40%, you will be paid the entire sum insured for permanent disability. The Table shall be used to assess the level of disability resulting from the accident.
- (2) As a rule, the level of disability above 40% is established no sooner than three (3) months after the finished treatment, unless specified otherwise in the Table, when the consequences of the injury have settled. If the treatment is not finished three (3) years after the day of accident abroad, the state at the date of expiry of this period shall be deemed as final. In any case, a potential disability percentage resulting from any prior accidents is deducted when determining the final percentage of your disability.

- (3) In the event of an extended stay abroad, when accommodation and hospital treatment due to the accident abroad is required, you shall be paid the hospital allowance for each overnight stay in the hospital exceeding the time for which the insurance contract has been concluded. If additional coverage is added to the Multitrip insurance, the hospital allowance is paid after the 91st day, unless specified otherwise in the attached documentation. Following an individual injury abroad, you shall be entitled to the payment of up to thirty (30) overnight stays.

### 5.3 Termination of additional coverage

- (1) Additional coverage shall automatically expire with the termination of the insurance for travelling abroad.
- (2) Additional coverage for each insured person from the insurance contract shall be terminated upon the payment of the insurance sum for permanent disability.
- (3) Additional coverage expires on the termination of the insurance coverage in the year in which the Insured turns 75.

### 5.4 Exclusions

- (1) Additional coverage excludes all our obligations from Item IV of these General Terms and Conditions relating to the accident.

## VI. CLAIMING INSURANCE SERVICES

### 6.1 What do you have to do after the occurrence of the event insured against?

- (1) If you fall seriously ill or sustain a severe injury or need hospital treatment or repatriation, you have to inform our assistance centre immediately or as soon as possible.
  - (2) Based on your identification and the information provided, the Assistance Centre will first check the validity of the contract, the concluded package and the coverage. If it is established that you are entitled to assistance services and payment of costs, the Assistance Centre will make arrangements in accordance with the concluded insurance contract.
  - (3) If you get a mild acute illness or suffer a minor injury, you need not call the Assistance Centre. In this case, the costs of emergency medical and other services shall be paid by you, and you may claim reimbursement directly from us. If so agreed, we can also arrange the payment of costs directly to the service provider.
  - (4) You have to submit the application of claiming the insurance sum no later than within three (3) months of returning home. The following documentation on the event insured against will be required for resolving your claim:
    - original invoices for services provided or costs incurred,
    - complete medical documentation on the event insured against, and
    - other documents and information that may be necessary for resolving your case.
 You will have to cover any potential costs of obtaining such documentation.
  - (6) The invoices for the medical services provided must state the date of the service provision, the data about the issuer and the Insured's name, a description of the illness and the services rendered. The invoices for medication must indicate the prescribed medication, and the invoices for dental services must state the description of the treated teeth and the procedures performed. If the documentation needs to be translated, the Insured or the beneficiary shall be obliged to pay the cost of translation.
  - (7) The cost of urgent phone calls to the assistance number shall be reimbursed on the basis of the submitted evidence (the bill for the phone call and/or the statement of calls from the mobile operator).
  - (8) When reporting the accident under additional coverage, you have to specify all the necessary facts and data required by the insurance company for resolving the insurance case from additional coverage, particularly about the time and place of the accident abroad, a description of the event, the doctor's reports and any other documentation, if necessary. If hospitalisation is required due to an accident abroad, the insurance company must be submitted evidence of the hospitalisation with your name, surname, address, birth date and date of admission to and discharge from the hospital, when claiming the right to compensation.
- ### 6.2 Handling of your event insured against
- (1) We will reimburse the insurance sum in the amount of the costs translated into EUR as at the date of payment, no later than within fourteen (14) days of receipt of the application accompanied by all the necessary documentation related to the respective event insured against. The deadline can be extended accordingly if more time is needed for establishing the existence and the amount of our obligations. If the amount of our liability is not determined within the additional deadline, we may pay to you, on request, the indisputable portion of our liability as an advance.
  - (2) As the Policyholder or the Insured you hereby authorise us to request on your behalf the reimbursement of the costs of a medical service abroad directly from the Health Insurance Institute of Slovenia, according to the regulations on compulsory health insurance.
  - (3) The claims under the insurance contract shall lapse in accordance with the provisions regulating obligational relationships in the Republic of Slovenia.



## VII. OTHER PROVISIONS

### 7.1 Termination of the insurance contract

- (1) Insurance can be terminated in exceptional cases. If you cancel the insurance before the commencement of insurance coverage, we are entitled to keep 20% of the premium and return the rest to you. If you cancel the insurance contract after the commencement of insurance cover, we are, as a rule, entitled to the premium for the entire insurance period.
- (2) If you have insured another person, the Insured must be informed of the termination of the insurance contract.
- (3) If you took out insurance at a distance (i.e. via the Internet, by post, and similar) and with an insurance period of one month or more, you are according to the law on consumer protection entitled to cancel the insurance contract by submitting to the insurance company a written notice within fifteen (15) days of taking out the insurance contract. If the insurance is concluded at a distance for a period of less than one month, it is not possible to terminate the insurance contract.
- (4) If you terminate your travelling early, we shall not reimburse the proportional premium for the remaining period.

### 7.2 Fraud

- (1) If the Insured or another person on their behalf attempts to take out an insurance contract and/or obtain the services and benefits in the scope of such an insurance contract through fraud, we shall have no obligations whatsoever under this insurance contract.

### 7.3 Personal data

- (1) All relevant information regarding the processing of personal data for the purpose of concluding and providing Insurance and other purposes for which We process personal data, as well as the information about the rights arising from personal data, are collected in the Privacy Policy of Vzajemna, which is available at [www.vzajemna.si](http://www.vzajemna.si). Fast and accurate communication requires that We have up-to-date personal and contact information (name, surname, address, e-mail address, number), therefore We request that You submit this information to us in writing to the address Vzajemna zdravstvena zavarovalnica, d.v.z., Vošnjakova ulica 2, 1000 Ljubljana or to the e-mail address [info@vzajemna.si](mailto:info@vzajemna.si).

### 7.4 Out-of-court settlement of disputes

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

### 7.5 Final provisions

- (1) Any relationships between the Insurance Company, the Insured Person, the policyholder, the beneficiary and other persons not regulated in these General Terms and Conditions shall be subject to the provisions of the Republic of Slovenia's law regulating obligations.
- (2) If a dispute is being resolved through the court, the court of jurisdiction shall be the court in the Republic of Slovenia and the court of venue shall be the Court of Ljubljana.
- (3) The applicable Articles of Association of Vzajemna, d.v.z. are available at the headquarters of Vzajemna, d.v.z., at sales points and on the website [www.vzajemna.si](http://www.vzajemna.si), where any future amendments thereto will also be provided.
- (4) The report on the solvency and financial position of the Insurance Company is published on the website [www.vzajemna.si](http://www.vzajemna.si)
- (5) The supervision over the insurance company falls within the competence of the Insurance Supervision Agency, Trg republike 3, Ljubljana.
- (6) These General Terms and Conditions shall apply as of 01/04/2021.

# Additional Terms and Conditions of Insurance for Foreigners in Slovenia DP-TAS-IN-21



**VARUH ZDRAVJA**  
VZAJEMNA

## I. INTRODUCTION

### 1.1 Insurance for foreigners

- (1) The insurance for foreigners is health insurance for foreigners who come to Slovenia. By taking out the insurance, you are entitled to the coverage of health and other related services on the territory of Slovenia pursuant to the insurance contract and the Additional Terms and Conditions of Insurance for Foreigners in Slovenia DP-TAS-IN-21 (hereinafter: Additional Terms and Conditions). If so agreed, you are also entitled to coverage for tourist or business travelling to other European countries.
- (2) Together with the General Terms and Conditions for Insurance Abroad SP-TAS-21 (hereinafter: General Terms and Conditions) these Additional Terms and Conditions are a constituent part of the insurance contract. By concluding the insurance contract you also accept the provisions of the Additional and General Terms and Conditions.

## II. CONCLUDING THE INSURANCE CONTRACT

### 2.1 Who and how can they be insured under these Additional Terms and Conditions

- (1) The Insured (insured person) can be:
  - either you yourself or another person insured by you (individual insurance) or
  - several persons (group insurance).
- (2) You can insure persons up to age 70.

### 2.2 What is the procedure for concluding an insurance contract

- (1) Before signing the insurance contract, you can be referred for a medical examination. If you are referred for a medical examination, the submitted offer binds the provider for thirty (30) days from its receipt. If you are given an answer where you are asked to supplement the offer, it shall be deemed that the offer was rejected and a counter-offer proposed. The counter-offer shall be accepted once we receive your statement that you agree with it. If we do not receive your statement on the acceptance of the counter-offer within fifteen (15) days of issuing it, it shall be deemed that the insurance contract had not been concluded. In such a case, we shall be obliged to return to you any premium or any other amount paid by you. We will compensate any costs we might have had with the health examination.
- (2) You can conclude the insurance for foreigners for a specific duration, up to one (1) year at the maximum.

## III. THE SCOPE OF OUR OBLIGATIONS

### 3.1 Introduction

- (1) Under these Additional Terms and Conditions, the insurance for foreigners shall comprise, subject to agreement, the following coverage in addition to the coverage under the General Terms and Conditions, up to the sum insured, indicated on the policy (extended coverage):
  - the coverage of costs of medical and related services that need to be provided according to a doctor's opinion, including an examination and urgent medical treatment during pregnancy and delivery;
  - the coverage of costs needed for dental services (toothache treatment, including simple fillings and repairs of dentures, if prescribed by a dentist, or the replacement of a filling, if justified for medical purposes), with the exception of dental covers, bridges, crowns, implants and prosthetic elements;
  - the coverage of the costs of preventive outpatient examinations of children and adults, and the preventive examination for the early detection of cancer according to the programme foreseen by the public healthcare system in Slovenia;
  - the coverage of costs of prescribed physiotherapy, health resort (rehabilitation following injury or illness);
  - preventive vaccination as foreseen by the public healthcare system in Slovenia;
  - the coverage of costs of prescribed medical devices and corrective lenses in line with the provisions applicable in the public healthcare system in Slovenia.
- (2) The insurance case in the event of insurance for foreigners shall occur in the case of your justified need for urgent or required, subject to a doctor's assessment, medical and preventive and other services in accordance with these Additional Terms and Conditions that occur and are completed during the insurance coverage.
- (3) A new insurance case occurs when urgent or required, subject to a doctor's assessment, medical and preventive and other services need to be provided, not in a causal relationship with the previous.

### 3.2 The costs of necessary medical services

- (1) Medical services needed on the basis of a doctor's opinion, are services that are needed because of medical reasons and cannot be postponed to a later time, considering the nature of the services and the expected length of your stay in Slovenia. The scope and type of the necessary medical services shall be defined by the doctor who receives you for treatment, considering, as a key

- (2) factor, your medical condition and the length of your stay in Slovenia. Costs related to pregnancy and delivery shall comprise:
  - if pregnancy did not exist upon taking out the insurance: regular examinations in line with the programme prescribed in Slovenia and treatment during pregnancy, treatment after spontaneous abortion or delivery after the expiry of the agreed waiting period, i.e. 6 months from the date of insurance commencement;
  - if pregnancy existed upon taking out the insurance: examinations and urgent treatment during pregnancy, including examinations due to acute problems during pregnancy, treatment as a result of a spontaneous abortion and delivery by the end of the 36th week of pregnancy (early delivery), if such examinations and treatment are required and the need for them did not exist upon taking out the insurance, in spite of the pregnancy.
- (3) The costs of intentional termination of pregnancy are not covered.
- (4) The costs of delivery from the first indent of the second paragraph are only covered if the delivery had been performed on the territory of Slovenia.

### 3.3 The costs of preventive outpatient medical examinations and preventive programmes for early detection of cancer

- (1) Under these Additional Terms and Conditions, you shall be entitled to preventive outpatient examinations, as foreseen in the system of public health insurance in Slovenia and the preventive detection of cancer, namely:
  - systematic and other preventive examinations of children, women and other adults in accordance with the programme of compulsory health insurance in Slovenia;
  - preventive services for the prevention, transplantation and early detection of illnesses, in accordance with the programme in Slovenia, such as: cervical cancer, breast cancer and colon cancer;
  - mandatory vaccination, immunoprophylaxis in accordance with the programme in Slovenia.

### 3.4 The costs of physiotherapy and a health resort

- (1) If, based on the medical indication, a doctor should order physiotherapy or a health resort as rehabilitation following illness or injury, you shall be entitled to compensation of such costs up to the amount of the sum insured as specified on the policy.

### 3.5 Preventive vaccination

- (1) The cost of preventive vaccination, namely those defined according to the regular programme in Slovenia, is also covered under these Additional Terms and Conditions and up to the amount of the sum insured as set out in the policy.

### 3.6 The costs of medical devices and corrective lenses

- (1) These Additional Terms and Conditions cover the costs of standard medical devices, eye-treatment devices and corrective lenses prescribed by the doctor, in accordance with the rights stipulated in the framework of the system of public health insurance in Slovenia and up to the amount of the sum insured specified on the policy.

### 3.7 Preliminary approval

- (1) Our preliminary approval shall be required for the coverage of costs arising from the necessary medical services, acute conditions of chronic illnesses and physiotherapy or health resort in the case of rehabilitation. Such approval can be obtained if you call our assistance centre.

## IV. EXCLUSIONS AND RESTRICTIONS

- (1) Under these Additional Terms and Conditions, all our obligations as specified in the General Terms and Conditions are excluded, except for those that are the subject hereof.
- (2) We may refuse compensation of any costs of medical services for which no preliminary approval was obtained from us under these Additional Terms and Conditions.
- (3) Insurance coverage does not apply to the country in which the Insured has official permanent residence.

## V. YOUR RIGHTS AND OBLIGATIONS

### 5.1 Obligations of the Insured in the case of the event insured

- (1) Upon the occurrence of the event insured against, you are as a rule obliged to pay the cost of medical and other services to the service provider and then claim the benefit for insurance coverage under the General Terms and Conditions.

## VI. OTHER PROVISIONS

- (1) Additional Terms and Conditions apply in addition to the General Terms and Conditions. If the contents of the Additional Terms and Conditions differ from the General Terms and Conditions, the provisions of the Additional Terms and Conditions shall prevail.
- (2) These Additional Terms and Conditions shall apply as of 01/04/2021.

# Additional Terms and Conditions for Insurance Abroad DP-TAS-EX-21



**VARUH ZDRAVJA**  
VZAJEMNA

## I. INTRODUCTION

### 1.1 Insurance Abroad

- (1) Insurance under Additional Terms and Conditions for Insurance Abroad DP-TAS-EX-21 (hereinafter: Additional Terms and Conditions) is health insurance with extended coverage while living abroad (hereinafter: insurance for extended coverage) which includes medical assistance. By concluding such insurance you are entitled to the coverage of essential medical and related services abroad and medical services in the scope defined by these terms and conditions required for clinical assessment of illness, treatment or care for a certain condition, due to which you need not return home early.
- (2) Together with the General Terms and Conditions for Insurance Abroad SP-TAS-21 (hereinafter: General Terms and Conditions) these Additional Terms and Conditions are a constituent part of the insurance contract. By concluding the insurance contract you also accept the provisions of the Additional and General Terms and Conditions.
- (3) You can add additional coverages for the event of an accident abroad to the insurance (hereinafter: additional coverage). You cannot take out additional coverage independently.
- (4) If additional coverage is included, the Table of permanent disability due to injury (hereinafter: the Table) is also a constituent part of the Insurance Contract, as available on our website, when the insurance is taken out, [www.vzajemna.si](http://www.vzajemna.si).

## II. CONCLUDING THE INSURANCE CONTRACT

### 2.1 Who and how can be insured under these Additional Terms and Conditions

- (1) The Insured (insured person) can be:
  - either you yourself or another person insured by you (individual insurance) or
  - several persons (group insurance). A family member can be insured based on the price list applicable to family members.
- (2) You can insure persons up to age 70. The age limit for additional coverage is 70 years. Special bonuses (discount) apply to students under the age of 27 studying abroad.

### 2.2 What is the procedure for concluding an insurance contract

- (1) You can conclude insurance under these additional conditions for a single trip abroad with specific duration, namely from one (1) month to including one (1) year. It is not possible to take out annual insurance for multiple trips abroad within a year (Multitrip insurance) under these additional conditions.
- (2) Insurance may be taken out for the area of Extended Europe or World.
- (3) If your insurance contract includes additional coverage, the time and geographic validity of such coverage depends on the time and geographic validity of the insurance for extended scope.

## III. THE SCOPE OF OUR OBLIGATIONS

### 3.1 Introduction

- (1) Under these Additional Terms and Conditions, the insurance with extended coverage shall comprise the following coverage in addition to the coverage under the General Terms and Conditions up to the sum insured, agreed under the policy:
  - the coverage of costs of medical and related services that need to be provided according to a doctor's opinion, including an examination and urgent medical treatment during pregnancy and delivery;
  - the coverage of costs needed for dental services (toothache treatment, including simple fillings and repairs of dentures, if prescribed by a dentist, or the replacement of a filling, if justified for medical purposes), with the exception of dental covers, bridges, crowns, implants and prosthetic elements;
  - the coverage of the costs of preventive outpatient examinations of children and adults, and the preventive examination for the early detection of cancer according to the programme foreseen by the public healthcare system in Slovenia;
  - the coverage of costs of prescribed physiotherapy, health resort (rehabilitation following injury or illness);
  - preventive vaccination as foreseen by the public healthcare system in Slovenia;
  - the coverage of costs of prescribed medical devices and corrective lenses in line with the provisions applicable in the public healthcare system in Slovenia.
- (2) The insurance case shall occur in the case of your justified need for urgent or required, subject to a doctor's assessment, medical and preventive and other services in accordance with these Additional Terms and Conditions that occur and are completed during the insurance coverage.
- (3) A new insurance case occurs when urgent or required, subject to a doctor's assessment, medical and preventive and other services need to be provided, not in a causal relationship with the previous.

### 3.2 The costs of necessary medical services

- (1) Medical services needed on the basis of a doctor's opinion are services that

are needed because of medical reasons and cannot be postponed to a later time, considering the nature of the services and the expected length of your stay abroad. The scope and type of the necessary medical services shall be defined by the doctor who receives you for treatment, considering, as a key factor, your medical condition and the length of your stay abroad.

- (2) Costs related to pregnancy and delivery shall comprise:

- if pregnancy did not exist upon taking out the insurance: regular examinations in line with the programme prescribed in Slovenia and treatment during pregnancy, treatment after spontaneous abortion or delivery after the expiry of the agreed waiting period, i.e. six (6) months from the date of insurance commencement;
- if pregnancy existed upon taking out the insurance: examinations and urgent treatment during pregnancy, including examinations due to acute problems during pregnancy, treatment as a result of a spontaneous abortion and delivery by the end of the 36th week of pregnancy (early delivery), if such examinations and treatment are required and the need for them did not exist upon taking out the insurance, in spite of the pregnancy.

- (3) The costs of intentional termination of pregnancy are not covered.

### 3.3 The costs of preventive outpatient medical examinations and preventive programmes for early detection of cancer

- (1) preventive outpatient examinations, as foreseen in the system of public health insurance in Slovenia and the preventive detection of cancer, namely:
  - systematic and other preventive examinations of children, women and other adults in accordance with the programme of compulsory health insurance in Slovenia;
  - preventive services for the prevention, transplantation and early detection of illnesses, in accordance with the programme in Slovenia, such as: cervical cancer, breast cancer and colon cancer;
  - mandatory vaccination, immunoprophylaxis in accordance with the programme in Slovenia.

### 3.4 The costs of physiotherapy and a health resort

- (1) If, based on the medical indication, a doctor should order physiotherapy or a health resort as rehabilitation following illness or injury, you shall be entitled to compensation of such costs up to the amount of the sum insured as specified on the policy.

### 3.5 Preventive vaccination

- (1) The cost of preventive vaccination, namely those defined according to the regular programme in Slovenia, is also covered under these Additional Terms and Conditions and up to the amount of the sum insured as set out in the policy.

### 3.6 The costs of medical devices and corrective lenses

- (1) These Additional Terms and Conditions cover the costs of standard medical devices, eye-treatment devices and corrective lenses prescribed by the doctor, in accordance with the rights stipulated in the framework of the system of public health insurance in Slovenia and up to the amount of the sum insured specified on the policy.

## IV. EXCLUSIONS AND RESTRICTIONS

- (1) Under these Additional Terms and Conditions, all our obligations as specified in the General Terms and Conditions are excluded, except for those that are the subject hereof.

## V. YOUR RIGHTS AND OBLIGATIONS

### 5.1 Obligations of the Insured in the case of the event insured

- (1) Upon the occurrence of the event insured against, you are obliged to act in accordance with the General Terms and Conditions.

## VI. OTHER PROVISIONS

- (1) Additional Terms and Conditions apply in addition to the General Terms and Conditions. If the contents of the Additional Terms and Conditions differ from the General Terms and Conditions, the provisions of the Additional Terms and Conditions shall prevail.
- (2) These Additional Terms and Conditions shall apply as of 01/04/2021.