

Colonnade Insurance S.A. – Bulgaria Branch

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# **COLONNADE INSURANCE S.A. – BULGARIA BRANCH**

GROUP BUSINESS TRAVEL INSURANCE POLICY WORDING

VERSION: 005-2021



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# Table of Contents

	Page
I. GENEAL TERMS VALID FOR ALL COVERS	3
General Policy Conditions	3
General Claims Provisions	5
General Policy Exclusions	5
Operative Time Of Cover	6
Personal Data Protection	6
Disputes and Complaints	8
Sanction Limitations and Exclusion Clause	8
II. INSURANCE COVERS	9
Section A – Personal Accident	9
Conditions applicable to Section A	9
Acidental Death	9
Permanent Disability due to Accident	9
Section B - Travel	11
Medical and Emergency Travel Expenses	11
Rescue Expenses	12
Assistance Services	12
Legal Expenses	14
Personal Liability	15
Personal Property	15
Money	17
Cancellation, Curtailment and Delay	17
Hi-jack, Kidnap, Hostage	19
Home Protection While Away	19
III. General Policy Definitions	21



#### I. GENEAL TERMS VALID FOR ALL COVERS

#### **1. General Policy Conditions**

#### 1.1. Assignment

The rights under this policy will not be assigned unless otherwise agreed by the *Insurer* in writing.

# 1.2. Change in Risk

The *Policyholder* must tell the *Insurer* immediately of any significant changes its business activities during the *Period of Insurance,* including any acquisition, establishment or disposal of companies or operations. The policy will cover such changes only with the prior written consent of the *Insurer.* 

#### 1.3. Cancellation of Cover

1.3.1. The *Insurer* and the *Policyholder* can cancel this Policy by giving written notice 30 days before the end of the *Period of Insurance*.

1.3.2. If the cancellation happens, the premium for the period up to the date when the cancellation takes effect will be calculated and any unearned portion of the premium paid will be returned. If the *Policyholder* cancels this policy the premium paid will be returned subject to a minimum retention of 25% of the annual premium or retaining a pro-rata premium, whichever the greater, provided no claim has been paid or is payable and no *Accident* has occurred which could give rise to a claim under this policy.

1.3.3. An Insured Person cannot cancel this policy.

#### 1.4. Failure to comply with policy conditions

Where the *Policyholder* or an *Insured Person* does not comply with any obligation to act in a certain way specified in this policy, payment of the *Policyholder* or an *Insured Person's* recovery under any claim may be affected.

#### 1.5. Fraud

2.5.1. If any claim under this *Policy* is in any respect fraudulent, all benefits payable will be declined by the *Insurer* and the person performing fraudulent act will be given up to the competent authorities to assume responsibility for his or her actions, as per the Bulgarian legislation.

Fraudulent is any action or inaction that misleads or supports existing aberration with representatives or employees of the Insurer regarding the insurance event, the size of the payable benefit or regarding other circumstances that are important for the right to receive insurance benefit.

2.5.2. If there is any doubt regarding the right of the *Insured person* or the *Beneficiary* to receive the benefit, the *Insurer* has the right to delay a claim payment until he receives evidences that prove the opposite. If there are legal proceedings against the *Insured Person* or *Beneficiary* regarding the insurance event, the *Insurer* has the right to delay claim payment until the legal proceedings are over.

# 1.6. Information provision

Within 14 days after the end of *Period of Insurance* (or earlier if requested by the *Insurer*) the *Policyholder* shall furnish the *Insurer* with the total number of travel days by occupational categories specified in the *Schedule*.

# 1.7. Law and Jurisdiction

2.7.1. This policy, together with all appendices and endorsements, is a contract of insurance between the *Policyholder* and the *Insurer*.

2.7.2. It will be governed by the laws of Bulgaria and the arguments between the parties, which could not be settled by negotiations, should be referred to the competent Bulgarian court at the seat of the Insurer. Each interpretation of this *Policy*, related to its contents, validity or effect should be made in accordance with the laws of Bulgaria.

# 1.8. Notifications

Each of Insured's/Policyholder's notifications relating to the insurance must be sent to Insurer's address and/or



e-mail indicated in the policy. Each of Insurer's notifications to the *Insured/Policyholder* will be sent to the Insured's/Policyholder's address indicated in the policy.

At conclusion of the insurance policy, the *Insured/Policyholder* declares an e-mail address to which the latter will receive notifications, including notifications for amendments of the terms and conditions of the policy, concerning the amount of insurance premium and other matters. The Insured/Policyholder shall be obliged to promptly inform the Insurer in writing in case of a change in address and/or e-mail address indicated in the policy and provide the Insurer with his new address/e-mail. Until receipt of notice of change of Insured's/Policyholder's address/e-mail from the Insurer, relevant notifications will be sent to the address/e-mail indicated in the policy and those shall be considered delivered and received by the Insured/Policyholder with all legal consequences stipulated by law or the policy.

# 1.9. Other Insurances

If at the time of a claim there is another insurance policy in the *Policyholder's* name which covers the *Policyholder* or the *Insured Person* for the same expense or loss, the *Insurer* will only pay a proportion of the claim, determined in proportion to the cover provided by each of the policies, except for the covers in Section A, which are payable in full.

# 1.10. Payments

All payments under this policy will be effected in EUR or in BGN at the EUR exchange rate set and published by the Bulgarian National Bank on the date of payment, or in any other currency as may be agreed or as appropriate.

# 1.11. Premium Payment

2.11.1. The insurance premium is defined in accordance with the Insurer's tariff. The insurance premium or the first installment of the premium must be paid by the Policyholder to the Insurer within 30 days as of the effective date of the insurance contract, unless agreed otherwise. If the insurance premium or the first installment of the premium is not paid within 30 days as of the effective date of the insurance contract or as agreed, it shall be deemed that as of the date of its conclusion the insurance contract has not created any legal consequences for the parties. Exclusive of the hypothesis of delayed payment of the insurance premium or the first installment of the premium, in case of non-payment of any due consecutive installment within the agreed deadline, the insurance contract may be terminated unilaterally by the Insurer after 15 days from premium due date or the installment due date. The termination of the insurance contract becomes effective as of the expiry of a 15 days term as of the day of receiving the notification from the Insurer for termination because of failure to pay in the due term. In this case, the Policyholder shall be obligated to pay the insurance premium up to the date of termination of the insurance contract by the Insurer. The amount of the due insurance premium as per the previous sentence shall be determined pro rata to the period between the effective date of the insurance contract and the date of termination.

2.11.2. Premium under this Policy (Premium shown on the *Schedule* plus *Premium adjustment*) shall not be less than 200 EUR or one third of the total Premium shown on the *Schedule*, whichever the greater, irrespective of any change in the number of travel days or in the number of the *Insured Persons*.

Insurance premium is taxed with 2% tax on insurance premium, as per the Law For Tax on Insurance Premiums. The sum of the tax is shown in the Insurance Policy and is due by the *Policyholder*. The tax is payable together with the insurance premium no later than the *Premium Due Date* shown in the *Schedule*.

# 1.12. Premium adjustment

The Premium adjustment is calculated on the basis of the difference between the estimated number of travel days (upon which Premium shown on the *Schedule* was calculated) and the actual number of travel days (as provided by the *Policyholder*) multiplied by the premium for 1 travel day by occupational categories shown on the *Schedule*. The *Insurer* shall waive the Premium adjustment if it is less than EUR 100 and less than 10% of the Premium Section B shown on the *Schedule*. If not, the Premium adjustment shall be due and payable to the *Insurer* or *Policyholder* within 14 days after the end of *Period of Insurance*.



#### 1.13. Reasonable Care

The *Policyholder* and each *Insured Person* must take all reasonable steps to avoid and/or minimise any loss or damage and must also make every reasonable effort to recover any property covered by this policy which has been lost or stolen.

#### 2. General Claims Provisions

#### 2.1. Claims Evidence

2.1.1. The *Policyholder, Insured Person* or *Beneficiary* must provide at its or his or her own expense any evidence (including post-mortem examinations) in support of a claim. The evidence shall be in such form and of such nature as the *Insurer* may prescribe and may include the following documents, but not only:

- the Insurer's Claim form,
- the medical report describing the nature and extent of all injuries or sicknesses, and providing a precise diagnosis;
- in case of medical expenses claim all invoices and receipts, which will permit the *Insurer* to determine the total amount of medical and other expenses incurred by the *Insured Person*;
- in the case of death an official death certificates (or certified copy), and legal documents establishing the identity of any and all *Beneficiaries*;
- police reports, or any other authority reports, if available;

2.1.2. *Insurer* (as per art. 105/ (5) from Bulgarian Insurance Code), can request and receive from the claiming person other documents or materials (besides the ones described above) that are related to the insurance event and are necessary for the accurate determination of the benefits payable for the claim.

#### 2.2. Claims Notification

The *Policyholder, Insured Person* or *Beneficiary* must inform the *Insurer* in writing as soon as possible of any potential claim but in any case within 30 days of such occurrence. Notice of death must be given forthwith. If the *Insurer* is not informed in time regarding any insurance event connected with a risk covered by the Policy, the *Insurer* can decline claim payment or can decrease the size of the benefit payable if the delay has exercised influence upon the size of the damages.

#### 2.3. Medical examination

The *Insurer* may request an *Insured Person* to undergo medical examinations in connection with any claim at the *Insurer's* expense.

#### **3. General Policy Exclusions**

**3.1.** The *Insurer* will not pay any claim which is directly or indirectly caused by or contributed to or arising from:

3.1.1. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any waste from the combustion of nuclear fuel;

3.1.2. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component;

3.1.3. The dispersal, application or the release of pathogenic or poisonous biological or chemical materials;

3.1.4. War (whether declared or not) and Terrorism unless agreed by the Insurer in writing;

4.1.5. Active participation in violent acts, strikes, riots, civil unrest, riots, public order disruptions and other similar activities.

3.1.6. Intentional self-injury, suicide or attempted suicide, criminal act or attempts to commit a criminal act;

3.1.7. Flying except whilst travelling as a commercial passenger on a Scheduled Flight or charter flight;

3.1.8. An *Accident* proved to have occurred due to the influence of alcohol and/or any drug or drugs not prescribed by a medical practitioner and/or where any prescribed drugs have been taken contrary to manufacturer's instructions;



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3.1.9. AIDS/HIV, or any sexually transmitted disease;

3.1.10. Active participation in any hazardous and extreme sport including, but not only limited to parachuting, hangliding, para-sailing, off-piste skiing, scuba diving, potholing and bungee jumping unless otherwise agreed by *Insurer* in writing;

3.1.11. Service or training in military, semi-military, police (security) bodies or organizations or the result of such actions, whether the event occurred during a leave or an Insured Person was wearing a uniform at the onset of the event. Upon further written consent, the Insurer may cover damages incurred as a result of such risks;

3.1.12. Any Bodily Injury or Sickness that existed prior to the Period of Insurance.

*3.1.13. Bodily injury, death and Disability that result or are due to:* 

a) Sickness (that is not due to Bodily injury), or

b) A naturally occurring or degenerative process.

3.1.14. Any intentional actions by an *Insured Person* or by intentional actions of a *Family member* of the *Insured Person*;

3.1.15. Embargo, confiscation, distrainment or demolition, by order of a government or government body;

3.1.16. Committing a crime or attempt to commit a crime by an *Insured Person* or by his / her *Family Members*.

# 4. Operative Time Of Cover

# OT1 - Business Travel Outside Bulgaria

While an *Insured Person* is on a *Business Trip* outside Bulgaria cover starting from the time of leaving place of residence or place of work in Bulgaria whichever occurs last, until return to place of residence or place of work in Bulgaria whichever occurs first.

# OT2 - Business Travel Outside Permanent Country of Residence

While an *Insured Person* is on a *Business Trip* Outside *Permanent Country of Residence*, cover starting from the time of leaving place of residence or place of work in *Permanent Country of Residence*, whichever occurs last, until return to place of residence or place of work in *Permanent Country of Residence*, whichever occurs first.

# OT3 - All Travel Outside Bulgaria

While an *Insured Person* is on a *Trip* outside Bulgaria, cover starting from the time of leaving place of residence or place of work in Bulgaria whichever occurs last, until return to place of residence or place of work in Bulgaria, whichever occurs first.

# OT4 - All Travel Outside Permanent Country of Residence

While an *Insured Person* is on a *Trip* outside *Permanent Country of Residence*, cover starting from the time of leaving place of residence or place of work in *Permanent Country of Residence*, whichever occurs last, until return to place of residence or place of work in *Permanent Country of Residence*, whichever occurs first.

# **5. Personal Data Protection**

**5.1**. In consideration of the data subjects' right to information, the Insurer shall notify the users of the insurance services that:

**5.1.1.** The Insurer is a Personal Data Controller in accordance with the Regulation (EC) 2016/679 of the European Parliament and of the Council dated 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46 / EC, as data for the identification of the Insurer and its representative can be found on the website of the Commercial Register (www.brra.bg) and in the "Privacy Policy" of the Insurer published at <a href="http://www.colonnade.bg">http://www.colonnade.bg</a>;



Personal data controller is also Colonnade Insurance S.A., which carries out operations in Bulgaria through its local branch (hereinafter referred to for the sake of brevity as Colonnade/Controller/Insurer).

**5.1.2.** The personal data provided by the Insured or the Policyholder shall be used by the Insurer for the purposes of: the conclusion and performance of insurance contracts and the fulfilment of legal rights and interests in relation to the contracts, and for marketing purposes also;

The legal basis and purpose of the processing of personal data is to take actions before the conclusion of the insurance contract, including the implementation of the legal obligation of the Insurer to assess the insurance risk and assess the customer needs (adequacy of the offered product).

Personal data can also be processed for the abidance by the legal obligations of the Controller, and the need for their processing always derives from legal basis (in relation to the insurance business, complaint handling, tax and accounting matters, statistical and actuarial duties and the protection of users), as well as for purposes arising from the legally based interests of the Controller (i.e., reduction of insurance risk through reinsurance, prevention of damage to the Controller through counterreaction to an insurance crime, assurance of the observance of international sanctions through analysis or protection against claims arising out of the Controller's activities, including all necessary actions for their provision).

Personal data may be disclosed to other subjects only in connection with the fulfillment of the aforementioned purposes and on the basis of a written agreement (including IT service providers, insurance intermediaries, experts, collectors of receivables) and other subjects in connection with a reasoned purpose of the Controller (including insurance companies, reinsurers, payment operators, companies providing direct services to the claimants).

For the purposes of execution of the concluded insurance contracts, the personal data shall be stored on a server owned by the Insurer in Bulgaria (the city of Sofia) and in Slovakia (the city of Košice) (as well as in others countries within the EU).

**5.1.3.** Subject to the legal ground, their personal data may be disclosed to the following categories of recipients: persons having the quality of "Processor of personal data" within the meaning of § 1, item 3 of the Personal Data Protection Act; persons and institutions legally storing data regarding their solvency and payment readiness; to third parties, institutions or organizations in cases where the disclosure is based on an express legal provision; to third parties for statistical purposes; to third parties, as agreed between the parties. Subject to a legal ground, their personal data may also be used for direct marketing purposes and made available to third parties in this regard.

**5.1.4.** The provision of their personal data is entirely free and voluntary. The refusal to provide them is grounds for the Insurer to refuse to enter into a contract or to take any other action if the lack of such data does not enable it to make the expected actions and to make an objective assessment of the risk of the transaction or otherwise endangers the fulfilment of its legitimate interests;

**5.1.5.** Each person who has provided his / her personal data has the right of access to them, as well as the right to request their correction, deletion or limitation of the processing according to the terms and conditions of the applicable Bulgarian legislation. The data subject has the right to request access to his or her personal data, request correction of the data, their deletion, to restrict their processing or to oppose to their processing and against the right to transfer the data, and to submit a complaint to the relevant data protection authorities (both in Bulgaria – the Commission for Personal Data Protection, with address: 2, Prof. Tsvetan Lazarov Blvd, Sofia, and in Luxembourg - National Commission of Data Protection, 1 avenue du Rock'n'Roll, L-4361, Esch-sur-Alzette) and has the right to withdraw its consent to the processing of personal data.

The rights of individuals are described in the "Privacy Policy" published at http://www.colonnade.bg

**5.1.6.** With the conclusion of this insurance, the Policyholder / the Insured person explicitly agrees that the personal data provided at the conclusion of the insurance (the insurance contract) will be processed in the manner and for the purposes stated in the "Privacy Policy", which is published at <a href="http://www.colonnade.bg">http://www.colonnade.bg</a>, by performing of any operation or set of operations with the provided personal data or with the set of personal data including the data provided by the Policyholder / the Insured during the process of concluding the insurance contract by automatic or other means, which operations, at the discretion of the Insurer, consist of collecting, recording, organizing,



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structuring, storing, adapting or modifying, retrieving, consulting, using, disclosing by transmission, dissemination or other means by which the data become available, arrangement or combination, limitation, erasing or destroying. The processing of personal data may also include the provision of personal data by the Insurer to third parties (including an entity established in a country which is not a Member State of the European Union and a Member State of the European Economic Area) for the purposes of the insurance, for the purposes of direct marketing and for statistical purposes, as specified in the previous point.

**5.2.** Depending on the purpose, personal data will always be processed no longer than the provided by the law prescriptions for claims. Personal data may only be transferred to data controllers in third countries (outside the European Economic Area) in statutory prescribed situations, in particular if conditions ensuring an adequate level of personal data security are met. In order to comply with established international sanctions, the Controller can transfer personal data on Insured/Policyholder to DXC Technology, a United States-based company that has joined the Privacy Shield Program, which means that DXC Technology ensures the appropriate protection measures and protection of personal data required by EU legislation.

**5.3.** The provision of personal data is necessary for the conclusion of an insurance contract and for the fulfillment of the legal obligations of the Insurer. It is not possible to conclude an insurance contract without providing personal data.

**5.4.** You can contact the Controller by writing to Colonnade Insurances S.A. - Branch Bulgaria, by calling +359 2 930 93 30 or by sending an email to <u>info@colonnade.bg</u>. For any matter relating to the processing of personal data, in particular the exercise of your rights in relation to data processing, opposition or data transfers outside the European Economic Community, you may contact the Data Protection Officer at Colonnade Insurances S.A. - Bulgaria Branch (<u>dpo@colonnade.bg</u>) or send a letter to Colonnade Insurances S.A.- Branch Bulgaria at the specified address.

To learn more about how the Insurer processes and protects the confidentiality of personal data, please visit http://www.colonnade.bg

# 6. Disputes and Complaints

**6.1.** The Insurer will do anything possible, that the Insured can get service at the highest level, but if the Insured still has any comments or complaints about Insurer's service, he/she may contact the Insurer at the address indicated in the policy.

**6.2.** In order to satisfy the Insured's request as soon as possible he/she should specify the number of the policy or claim (or both). The Insurer will try to resolve any problem or difficulty that may arise. If however the Insured is not completely satisfied he/she may contact the Financial Supervision Commission of the Republic of Bulgaria, which is responsible for the supervision of insurance business, at the following address: Sofia, 16 Budapeshta Str. Filling complaints under this procedure does not preclude the Insured's right to file a claim in the competent court.

# 7. Sanction Limitations and Exclusion Clause

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any indemnification hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union.



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#### **II. INSURANCE COVERS**

# **Section A - Personal Accident**

#### 1. Conditions applicable to Section A:

**1.1**. If an *Insured Person* disappears and an appropriate court of law or state authority has ruled that the *Insured Person* is considered to be dead, the benefit shown in the *Schedule* will be paid providing the *Beneficiary* agrees in writing that if it later transpires that an *Insured Person* has not died, the *Insurer* has a right to seek recovery of any payment made.

**1.2.** Death or Disability resulting from exposure to severe weather conditions will be considered to have been caused by *Bodily Injury*.

**1.3.** The benefit for Accidental death (Section A.1) for an *Insured Person* who is a *Child* will be limited to EUR 6,000 except where an *Insured Person*, aged between 16 and 18 years of age at the time of sustaining *Bodily Injury*, is an *Employee*.

**1.4.** If an *Insured Person* is not covered for Accidental death the *Insurer* will not pay any benefit for Accidental Death or Disability until at least 13 weeks after the date of the *Accident* and the *Insurer* will only then pay if the *Insured Person* has not in the meantime died as a result of the *Accident*.

**1.5.** If an *Insured Person* is covered for Accidental death but the benefit payable is less than for *Permanent Disability*, the *Insurer* will not pay more than the amount of the death benefit if *Accidental Bodily Injury* does not immediately result in death until at least 13 weeks after the date of the *Accident*.

**1.6.** The total amount payable under this Section to cover more than one *Bodily Injury* resulting from one *Accident*, shall be calculated by addition of amounts covering each *Bodily Injury*, but the *Insurer* will not pay more than the Total Sum Insured under this Section.

**1.7.** If a claim exceeds the *Scheduled Flight Accumulation Limit* or the *Any One Accident Limit* shown on the *Schedule*, the *Insurer* will pay an amount which is proportionately reduced until the total does not exceed the limit shown on the *Schedule*.

**1.8.** When more than one form of *Permanent Partial Disability* results from one *Accident*, the percentages from each are added together, but the *Insurer* will not pay more than 100% of the *Sum Insured* shown for the cover. **1.9.** If a claim is payable for loss of or loss of use of a whole part of the body a claim for loss of any component of that part cannot also be made.

# 2. Accidental Death

**2.1.** If during the *Period of Insurance* an *Insured Person* sustains a *Bodily Injury* which within two years solely and independently of any other cause results in death, the *Insurer* will pay the *Policyholder or Beneficiary* the benefit shown on the *Schedule* subject to the conditions below.

**2.2.** The total benefit payable for Accidental Death will be paid in excess of any benefit actually paid for Permanent Disability, if the *Accidental* death arises from the same *Bodily Injury*.

2.3. The benefit payable for Accidental death will be increased by 2% per Child up to a maximum of 10% of the benefit.

#### 3. Permanent Disability due to Accident

**3.1.** If an *Insured Person* sustains a *Bodily Injury* which solely and independently of any other cause results in *Permanent Disability*, the *Insurer* will pay the *Insured Person* or *Beneficiary* the benefit shown on the *Schedule* subject to the conditions set out below.

**3.2**. The payment for *Permanent Disability* due to Accident is a percentage of the Sum Insure for the cover shown in the *Schedule* depending on the scale of the disability. Percentages payable for the different types of Permanent Disability are shown in the table below:



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1. L	oss of one arm		50%		
2. L	oss of one leg	50%			
3. L	oss of one eye	40%			
4. L	4. Loss of both eyes or loss of two or more limbs or loss of one eye and one limb 100%				
5. L	oss of speech		100%		
6. L	oss of hearing in both ears	100%			
7. L	oss of hearing in one ear	30%			
8. P	ermanet loss or permanent loss of ab	ility to use (incl ancilosys) of:			
a)	one thumb	30%			
b)	forefinger	20%			
c)	any finger other than forefinge	r 10%			
d)	big toe	15%			
e)	any toe other than big toe	5%			
f)	shoulder or elbow	25%			
g)	wrist, hip, knee or ankle	20%			
h)	lower jaw by surgical operation	30%			
9. Co	onsiderable loss of osseous substance	of (definite and incurable condition	on):		
i)	skull in all its thickness, surface of:				
	- at least 6 sq. cm	40%			
	- 3 to 6 sq. cm	20%			
	- less than 3 sq. cm	10%			
j)	shoulder	40%			
k)	two bones of the forearm	30%			
I)	thigh or both bones of the leg	50%			
m)	knee-cap	20%			
n)	Shortening of lower limb by				
	- at least 5 cm	30%			
	- 3 to 5 cm	20%			
	- 1 to 3 cm	10%			
o)	Total incurable insanity		100%		

100% of the Sum Insured for he cover as stated in the Schedule.

Any *Permanent Partial Disability* payable under item (3.) will be assessed by considering the severity of the disablement in conjunction with the stated percentages for the specific types of disablement mentioned above. The *Insured Person's* occupation will not be a relevant factor.

When more than one form of disability results from one *Accident* the percentages from each are added together but the *Insurer* will not pay more than 100% of the *Sum Insured* for the cover.



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If a claim is payable for loss of or loss of use of a whole part of the body a claim for any component of that part cannot also be made.

11. The amount payable for anchylosis of the fingers (other than thumb and forefinger) and of the toes (other than the big toe) shall be 50 % of the compensation which would be due for the loss of those limbs.

# Section B – Travel

# 1. Medical and Emergency Travel Expenses

**1.1.** If during the *Trip* abroad the *Insured Person* sustains *Bodily Injury* or *Sickness* during the *Period of Cover* and the *Period of Insurance*, the *Insurer* will pay to the *Insured Person* for the *Emergency Medical Expenses* and *Emergency Travel Expenses* that are direct result of the insurance event.

1.1.1 Medical expenses for travel abroad due to Covid 19 are covered, up to the amount of the Sum Insured specified in the Insurance Policy for coverage Emergency medical expenses for travel abroad and expenses for emergency travel. Coverage of medicines, medical treatment, transport and hospitalization, including Covid-19 test, if prescribed by a doctor or by the relevant competent authorities.

**1.2.** *Insurer* will pay for the expenses incurred up to 1 year from the date of *Bodily Injury* or first diagnosis of the *Sickness* while the *Insured Person* is abroad during the trip, up to the sum insured for the cover shown in the *Schedule* in excess of any *Deductible*.

**1.3.** Dental expenses are covered up to the sum insured for this cover as stated in the *Schedule* if they are result from *Bodily Injury* or sudden and unexpected pain requiring immediate treatment. The *Insurer* will not pay compensation for permanent teeth crowns or artificial teeth.

**1.4.** The *Policyholder* or the *Insured Person* should contact the *Assistance Company* as soon as possible if the *Bodily Injury* or *Sickness* results in the need for in-patient hospital treatment. The *Insurer* has the right to refuse to pay compensation or to reduce the amount of compensation for the cover if the Policyholder or the *Insured Person* has not contacted the *Assistance Company*.

#### 1.5. Costs for mandatory quarantine abroad due to Covid-19, imposed by an official local authority.

1.5.1. In case the Insured is quarantined during the travel abroad, the Insurer will cover the additional expenses incurred outside the territory of the Republic of Bulgaria for accommodation in a hotel or apartment, food and transport to the accommodation, as well as expenses for changing the route when traveling abroad, unless they are no longer subject to other insurance, provided that the quarantine is imposed by an official local authority and is not the initiative of the insured person.

1.5.2. The maximum limit of compensation for coverage **Costs for mandatory quarantine abroad due to Covid-19** is EUR 500 for one insured person and EUR 1000 for a group of insured persons (2 and more persons). Costs of mandatory quarantine abroad as a result of Covid-19 must be substantiated by cost supporting documents.

1.5.3. The right to compensation for events resulting from Covid-19 shall be evidenced by a medical document, confirmation by the relevant competent authorities, a positive Covid-19 test or notification by communication from the relevant competent authorities.

# 1.6. Exclusions applicable to the cover

The Insurer will not pay any claim:

- 1.5.1. where an Insured Person is travelling against the advice of a Medical Practitioner,
- 1.5.2. where the purpose of the *Trip* is to receive medical treatment or advice,

1.5.3. within one month of the expected date of birth if an *Insured Person* is pregnant and *Bodily Injury* or *Sickness* has resulted from the pregnancy.



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#### 2. Rescue Expenses

**2.1.** If an *Insured Person* sustains *Bodily Injury* or *Sickness* during the *Operative Time* and the *Period of Insurance*, the *Insurer* will reimburse the *Policyholder* or an *Insured Person* for *Rescue Expenses* reasonably and necessarily incurred as a direct result, up to the *Sum Insured* in the *Schedule*.

#### **2.2.** Rescue Expenses include:

a) The cost of transportation by any suitable means to an appropriate medical facility or to an *Insured Person's Place of Residence* in Bulgaria or *Permanent Country of Residence* as recommended by the *Insurer's* appointed medical advisor in conjunction with the local attending *Medical Practitioner*, which transportation is performed in order to rescue the *Insured Person*.

b) In the event of death the costs of transportation of the body or ashes and the *Insured Person's* personal effects back to Bulgaria or *Permanent Country of Residence*.

c) The costs of funeral expenses outside Bulgaria or an *Insured Person's Permanent Country of Residence* up to a maximum of EUR 6000.

#### 2.3. Conditions applicable to cover

2.3.1. The *Policyholder* or *Insured Person* must contact the Assistance Company as soon as possible if *Bodily Injury* or *Sickness* results in the need for in-patient hospital treatment or the possible need for emergency rescue. If rescue is not carried out by the *Assistance Company*, the costs of such rescue must be approved by the *Assistance Company* otherwise the costs may not be reimbursed unless it could not be reasonably expected in the circumstances to contact the *Assistance Company* and seek approval.

2.3.2. If the *Insurer's* appointed medical advisor and the local attending *Medical Practitioner* allow the *Insured Person's* transportation to his or her home in Bulgaria or *Permanent Country of Residence*, but the *Insured Person* refuses it, the *Insurer* will not be liable for any medical expenses incurred after the date the transportation could have taken place.

#### 2.4. Exclusions applicable to cover

The *Insurer* will not pay any claim:

a) where an Insured Person is travelling against the advice of a Medical Practitioner;

b) where the purpose of the Trip is to receive medical treatment or advice;

c) within one month of the expected date of birth if an *Insured Person* is pregnant and *Bodily Injury* or *Sickness* has resulted from the pregnancy;

d) in excess of EUR 1000 as a result of an *Insured Person* giving birth.

# **3. Assistance Services**

**3.1.** The network of the *Assistance Company's* offices is available whenever an *Insured Person* travels within the *Operative Time* and *Period of Insurance*. If Medical Assistance is required at any time the Emergency Helpline (24 Hour) should be called. All of the Medical Assistance services detailed below is subject to the terms and conditions of this policy.

**3.2.** When the *Assistance Company* is contacted for assistance, the following information should be provided :

a) The Insured Person's name and Policy number

b) The telephone, fax or telex number where an Insured Person can be reached.

c) The Insured Person's address abroad.

d) The nature of the emergency.



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e) The name of the Insured Person's employer (the Policyholder), company or organisation.

**3.3.** The provided Medical Assistance services are:

assistanceexperienced in the procedures of hospitals and clinics worldwide.Medical StaffA highly qualified team of medical consultants and nursing staff, available at any time to ensure that the most appropriate medical treatment is provided.Medical advice and referralAssistance Company will provide the following services to the Insured Person: • medical advice to the Insured Person over the telephone. • information about medical practitioners, and hospitals worldwide. • arrange Insured Person's appointment with medical practitioners. • arrange Insured Person's hospital admission.Direct BillingWhere appropriate Assistance Company will arrange direct billing with hospitals worldwide, avoiding the need for the Insured Person to use the Insured Person's own cash or credit card.Air AmbulanceRepatriation or transport to a medical institution by air ambulance or scheduled airline or other suitable means depending on the circumstances of the case and if appropriate with a fully equipped medical team in attendance. On return, suitable transportation will take an Insured Person to haspital or home address whenever necessary.Emergency Medical SuppliesHelp locate and send essential medicines or medical by-products if unavailable locally.Advise for medical and visa requirements during Trip abroadAssistance Company will provide information concerning visa and vaccination requirements for foreign countries. advice to the Insured Person's luggage, passport, documents or tickets are lost or stolen while travelling overses, Assistance Company will provide general advice to the Insured Person.Advise for medical and visa requirements during Trip abroadIn the event that the Insured Person's luggage, passport, documents or tickets are<		
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	Arrangement of Compassionate Visit	family relative or friend of the <i>Insured Person</i> to visit an <i>Insured Person</i> who, when travelling alone, has been hospitalised outside the <i>Permanent Country of</i>



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Arrangement of Return of	Assistance Company will arrange for the return of minor children (aged 18 or
Minor Children	under) to their Permanent Country of Residence if they are left unattended as the
	result of the Insured Person's Bodily Injury, Sickness, or emergency transportation

#### 4. Legal Expenses

**4.1.** The *Insurer* will pay to an *Insured Person* up to the *Sum Insured* in the *Schedule* for *Legal Expenses* incurred by or on behalf of an *Insured Person* in pursuit of a claim for damages and/or compensation against a third party who has caused *Bodily Injury* to, or death or *Sickness* of, that *Insured Person* by an incident occurring during the *Operative Time* and *Period of Insurance* outside the Republic of Bulgaria.

**4.2.** Legal Expenses include:

a) Any fees, expenses and other amounts charged by the *Appointed Representative* in connection with any claim or legal proceedings, including costs and expenses of expert witnesses as well as those incurred by the *Insurer* in connection with any such claim or legal proceedings.

b) Any costs payable by an *Insured Person* following an award of costs by any court or tribunal and any costs payable following an out-of-court settlement made in connection with any claim or legal proceedings.

c) Any fees, expenses and other amounts reasonably incurred by the *Appointed Representative* in appealing or resisting an appeal against the judgement of a court, tribunal or award of an arbitrator.

4.3. Specific Claims Conditions applicable to the cover:

4.3.1. The *Insured Person* must first obtain the *Insurer's* written consent to pay *Legal Expenses*. This consent will be given if an *Insured Person* can satisfy the *Insurer* that:

a) there are reasonable grounds for pursuing the legal proceedings; and

b) it is reasonable for *Legal Expenses* to be provided in a particular case.

4.3.2. The decision to grant consent will take into account the opinion of an *Appointed Representative* as well as that of the *Insurer's* own advisers. The *Insurer* may also request, at an *Insured Person's* expense, an opinion of a lawyer or firm of lawyers on the merits of the claim or legal proceedings. If the claim is admitted, an *Insured Person's* costs in obtaining this opinion will be covered by this insurance.

4.3.3. All claims or legal proceedings including any appeal against judgement resulting from the same original cause, event, or circumstances, will be regarded as one claim.

4.3.4. If an *Insured Person* is successful in any action, any *Legal Expenses* provided by the *Insurer* will be reimbursed to the *Insurer*.

#### 4.4. Exclusions applicable to the cover

The *Insurer* will not pay for any:

a) Legal Expenses incurred in the defence of any civil claim or legal proceedings made or brought against the Insured Person;

b) fines or other penalties imposed to the Insured Person by a criminal court;

c) Legal Expenses incurred in connection with any criminal act committed by the Insured Person;

d) Legal Expenses incurred in pursuing any claim against any travel agent, tour operator, insurer or their agents;

e) claim or circumstance notified more than two years after the incident from which the cause of action arose;

*f)* Legal Expenses incurred by an Insured Person making a claim against the Policyholder, the Insurer or any organisation or person involved in arranging this insurance.



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#### 5. Personal Liability

**5.1**. The *Insurer* will indemnify an *Insured Person* for any legal liability incurred by that *Insured Person* during a *Trip* during the *Operative Time* and *Period of Insurance* as the result of *Bodily Injury* or *Sickness* of any person, or *Accidental* loss or damage to the property of any person, up to the *Sum Insured* in the *Schedule* which is an aggregate limit for all losses under this policy occurring during each *Period of Insurance*.

# 5.2. Provisions applicable to the cover

a) In addition the *Insurer* will pay all costs and expenses incurred, with the written consent of the *Insurer*, in connection with the defence of any claims against an *Insured Person* which may be the subject of indemnity under this cover.

b) No admission of liability, offer, promise or payment will be made without the written consent of the Insurer.

c) The *Insurer* will, if it considers it necessary, take over and conduct the defence or settlement of any claim against an *Insured Person* and for that purpose can use the *Insured Person's* name. The *Insurer* can conduct the defence however it sees fit. The *Insurer* can prosecute at its own expense and for its own benefit, any claim for indemnity or damages against any other persons.

d) The *Insured Person* will give the *Insurer* full assistance in defending or prosecuting any claim and will provide the *Insurer* with any information and documents available to him.

#### 5.3. Exclusions applicable to the cover

The Insurer will not pay for any liability which is the result of:

a) Bodily injury to, or illness or disease of, any person who is an employee of the *Policyholder* or an *Insured Person* when injury results from their employment by the *Policyholder* or an *Insured Person*,

b) Liability arising directly or indirectly by or through, or in connection with, any motorised craft.

c) Liability arising directly or indirectly by or through or in connection with:

- the ownership, possession or occupation of land,
- any deliberate or unlawful act,
- the carrying on of any trade, business or profession,
- any racing activity

d) Accidental loss or damage to property belonging to, held in trust by, or in the custody or control of the *Policyholder* or an *Insured Person* or any of their employees or any member of an *Insured Person's* family or household,

e) Liability attaching to the *Policyholder* or an *Insured Person* under an express term of any contract, unless liability would arise whether or not the express term existed,

f) Liability for which payment should be more specifically claimed under any other contract of insurance in the name of the *Policyholder* or an *Insured Person*,

g) Any claim where an *Insured Person* is insane or which results from an *Insured Person* being under the influence of or affected by drugs (other than drugs taken under the direction of a *Medical Practitioner*), alcohol, or solvents,

h) Any claim resulting from any Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition, or sexually transmitted disease suffered by an *Insured Person* 

i) Liability in respect of fines, penalties or liquidated damages, punitive exemplary or aggravated damages.

#### 6. Personal Property

**6.1.** Loss, theft or damage of *Personal Property* - If an *Insured Person* loses, has been stolen or suffers damage to *Personal Property* on a *Trip* during the *Operative Time* and *Period of Insurance*, the *Insurer* will indemnify the



*Policyholder* or an *Insured Person* for the cost of replacement or repair of the item up to the *Sum Insured* in the *Schedule*.

**6.2. Baggage Delay during** *Trip* - If the *Insured Person's Personal Property* is temporarily lost for more than four hours during the outward or onward journeys of the *Trip*, the *Insurer* will reimburse up to EUR 600 towards the cost of buying essential and reasonable replacement items. If the *Personal Property* which has been temporarily lost becomes permanently lost and this results in a claim, the *Insurer* will deduct the amount already paid for temporary loss from the final payment.

**6.3.** Loss or damage of important *Personal Documents* - If during the *Operative Time* an *Insured Person* loses or damages his or her passport, identification card, driver's license, car registration, visa, money, travel tickets or other essential travel documents, the *Insurer* will indemnify the *Policyholder* or an *Insured Person* for the reasonable and necessary costs of replacing them including additional travel and accommodation costs, up to EUR 600

6.4. Claims Provisions applicable to the cover

a) All claims will be subject to the *Insurer* at its own discretion assessing the value of the claim based on the age and estimated wear and tear of the articles that form the basis of the claim.

b) Benefit will be paid by the *Insurer* in excess of any payments made by a *Carrier*. In the event of a claim for loss or damage in transit, the *Insured Person* must give immediate written notice to the relevant *Carrier* and/or to the relevant police authority.

c) When a claim is made the *Insured Person* must submit the following documents:

- a copy of any declaration of loss, theft or damage to the relevant *Carrier* or police,
- a copy of the relevant Carrier report or police report,
- in the event of loss by Carrier original tickets and baggage slips,
- a list of all *Personal Property* which was stolen, lost or damaged including the date and place of purchase and purchase value,
- original proof of purchase of the lost, stolen or damaged items, if available,
- original purchase receipts are required in the event of claims regarding goods purchased during the *Trip*.
- suitable proof of any actual payments made by the *Carrier* to the *Insured Person*.
- other relevant documents.

# 6.5. Exclusions applicable to the cover

# The Insurer will not pay for:

a) Any item valued at more than EUR 1000 unless the *Policyholder* or an *Insured Person* bears the first 25% of any amount in excess of EUR 1000, up to the replacement value of the item or the *Sum Insured* if less.

b) Loss due to chipping, scratching or breakage of glass, china or other fragile articles, unless due to fire, theft or accident to the conveyance in which they were being transported,

c) Loss or damage to sports equipment whilst in use.

d) Loss or damage due to:

- moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration,
- mechanical or electrical failure or breakdown,
- any process of cleaning, dying, restoring, repairing or alteration,
- Ioss of Money (as defined under Section B3), bonds, negotiable instruments and securities of any kind,
- Ioss or damage caused by delay, detention or confiscation by order of any Government or Public Authority,
- loss of or damage to vehicles, their accessories or spare parts,



• Theft from a motor vehicle unless entry to such vehicle is gained by visible, violent and forcible means and theft of items in clear view,

• Loss of or damage to *Personal Property* sent as freight or under an air waybill or bill of lading or via a courier.

#### 7. Money

**7.1.** The *Insurer* will indemnify the *Policyholder* or an *Insured Person* for loss or theft of *Money*, or financial loss suffered as the result of fraudulent use of credit, debit or charge cards during the *Operative Time* and *Period of Insurance*, up to the *Sum Insured* in the *Schedule*.

**7.2.** Foreign currency and travellers cheques purchased for a *Trip* are covered from the time of collection or 48 hours prior to departure on the *Trip* whichever occurs last and up to 48 hours after completion of a *Trip* or until deposited or cashed, whichever happens first.

7.3. Claims Provisions applicable to the cover

In the event of a claim the *Insured Person* must give immediate written notice:

a) to the relevant police authority in the event of loss or theft,

b) a copy of the relevant police report must be submitted to the *Insurer* when a claim is made,

c) police reports must be obtained in the area where the loss occurred.

#### 7.4. Exclusions applicable to the cover

The *Insurer* will not pay for:

a) any loss of cash in excess of EUR 300,

b) loss or theft of a credit card, charge card or cash card where the *Policyholder* or an *Insured Person* has not complied with all the terms and conditions under which the card was issued,

c) shortages due to confiscation or detention by Customs or other Officials, error, omission and depreciation in value.

# 8. Cancellation, Curtailment and Delay

**8.1.** The *Insurer* will indemnify the *Policyholder* or an *Insured Person* up to the *Sum Insured* on the *Schedule* if a *Trip* during the *Operative Time* and *Period of Insurance* has to be cancelled, cut short or altered as a direct result of any cause outside the *Policyholder's* or *Insured Person's* control.

8.1.1. Interruptions or changes in travel that occurred during the Coverage Period, as a direct result of Covid-19, are covered in the event that:

a. The insured person is under mandatory quarantine imposed by an official local authority as a result of a positive Covid-19 test and the date of travel is within the quarantine period;

b. The insured person is under home treatment or hospitalized with a diagnosis of Covid-19, as a result of which the insured person cannot travel.

**8.2.** Where the *Trip* has to be cancelled prior to departure the *Insurer* will pay for all deposits and advance payments in respect of transport and accommodation costs which are not recoverable elsewhere.

8.3. Where the *Trip* has to be cut short following departure the *Insurer* will pay for expenses which:

- a) have been paid or will be payable, or
- b) become payable under contract, or
- c) cannot be recovered elsewhere.

**8.4.** When pre-booked travel arrangements in connection with a *Trip* have to be altered following departure, the *Insurer* will reimburse the *Policyholder* or an *Insured Person* for the additional costs of travel and accommodation



which are not recoverable elsewhere and are necessarily incurred to enable an *Insured Person* to continue the *Trip* or return to Bulgaria or *Permanent Country of Residence*.

# 8.5. Replacement/Travel of a substituting colleague

8.5.1. Where a *Trip* has to be cut short following departure, as a result of any cause outside the *Policyholder's* or an *Insured Person's* control the *Insurer* will pay for the additional costs necessarily incurred of travel and accommodation up to the *Sum Insured* shown in the *Schedule* less any amount recoverable elsewhere:

a) to return an Insured Person to Bulgaria or Permanent Country of Residence

b) to send a replacement to assume the duties of the original *Insured Person*.

8.5.2. Coverage also includes the travel of a replacement colleague required as a result of Covid-19. The Insurer pays for the additional expenses necessary for travel and accommodation, up to the amount of the sum insured, when the Travel of the Insured Person must be interrupted after departure due to:

a. Mandatory quarantine imposed by an official local authority as a result of a positive Covid-19 test and the date of travel is within the quarantine period;

b. Hospitalization of the Insured with a diagnosis of Covid-19, as a result of which the trip cannot be continued;

# 8.6. Travel Delay

8.6.1. If the departure of the ship, aircraft or train on which an *Insured Person* is booked to travel in order to get to their planned destination at the commencement or completion of a *Trip* is delayed due to strike, industrial action, adverse weather conditions or mechanical breakdown, the *Insurer* will reimburse the *Policyholder* or an *Insured Person* for essential purchases, such as meals, refreshments or accommodation up to EUR 50 per hour in excess of 4 hours delay up to a maximum of EUR 300. The amount of the expenses should be proven by the *Insured Person* with invoices or other expense documents.

**8.7.** If an *Employee* of the *Policyholder* resigns or has his or her employment terminated more than 31 days prior to a pre-booked *Trip*, the *Insurer* will reimburse the *Policyholder* for all deposits and advance payments in respect of transport and accommodation costs incurred due to the cancellation of the *Trip*, less any expenses recoverable elsewhere.

8.8. Claims provisions applicable to the cover

Any documented evidence requested by the *Insurer* of the cause outside the *Policyholder's* and/or *Insured Person's* control which gives a rise to a claim under this Section shall be provided at no expense to the *Insurer* and shall be in such form and of such nature as the *Insurer* may prescribe.

# 8.9. Exclusions applicable to the cover

The *Insurer* will not pay any benefit if the *Trip* is cancelled, cut short or altered as the result of:

a) an Insured Person deciding not to travel or, if on a Trip, deciding not to continue,

b) redundancy or resignation of an *Insured Person* or the termination of an *Insured Person's* contract of employment within 31 days of a pre-booked *Trip* or once the *Trip* has started,

c) redundancy, resignation or the termination of employment of an Insured Person, once a Trip has started,

d) the Policyholder or an Insured Person's financial or business circumstances,

e) the default of any provider (or their agent) of transport or accommodation, acting for the *Policyholder* or an *Insured Person*,

f) regulations made by any Public Authority or Government,

g) Mechanical breakdown or other failure of the means of transport (if not caused by disruption of road and rail services by avalanche, snow or flood) where the departure of a ship, aircraft or train on which the *Insured Person* is booked to travel is delayed for more than 24 hours.

h) Industrial action where the departure of a ship, aircraft or train on which the *Insured Person* is booked to travel is delayed for more than 24 hours. The *Insurer* will not pay any benefit if the industrial action existed (or its possibility existed before the date on which the *Trip* was booked and advance warning had been given);

i) an *Insured Person* travelling or intending to travel against the advice of a *Medical Practitioner* or for the purpose of obtaining treatment;



j) any claim for cancellation following delay of a ship, aircraft or train, if an *Insured Person* fails to check-in according to the itinerary supplied unless the failure was itself due to industrial action; or

k) the delay is due to the withdrawal from service temporarily or permanently of any ship, aircraft or train on the orders or recommendation of any Port Authority, Rail Authority or Aviation Authority or any similar body in any country.

# 9. Hi-jack, Kidnap, Hostage

**9.1.** The *Insurer* will pay EUR 150 to the *Insured Person* or *Beneficiary* for each complete day that an *Insured Person* is forcibly or illegally detained as the result of a *Hi-jack, Kidnap* or being taken *Hostage* which starts during the *Period of Insurance* up to the *Sum Insured* in the *Schedule*.

# 9.2. Exclusions applicable to the cover

The *Insurer* will not be liable for any claim that is the result of:

a) The criminal acts of the *Policyholder* or the *Insured Person*, or any person authorised by the *Policyholder* or the *Insured Person* to have custody of ransom monies.

b) A Policyholder who has had kidnap insurance cancelled or declined in the past.

c) Hi-jacking, Kidnapping or Hostage taking within the Insured person's *Permanent Country of Residence*.

d) Any *Kidnap* which occurs in Afghanistan, Algeria, Chad, Chechen Republic, Colombia, Congo, Iraq, Israel (West bank and Gaza), Ivory Coast, Nigeria, North Korea, Philippines, Saudi Arabia, Somalia, Sudan.

# **10. Home Protection While Away**

**10.1.** Under this cover, the Insurer reimburses:

10.1.1. Repairs or *Replacement Costs* of Insured *Items* which have been proven by an expense document and are made by the *Insured Person* for *Burglary* or *Theft* from the *Insured Person*'s *Place of Residence* during the *Travel Period*, up to the limit specified in *Schedule* for the cover;

10.1.2. Loss as a result of *Theft* or *Burglary* of *Money* and / or Checks made during the *Travel Period* from the Insured Person's *Place of Residence* to a limit of 200 Euro or equivalent in another currency.

**10.2.** Coverage starts after the *Insured Person* leaves his / her *Place of Residence* to start his/her *Trip* but not earlier than 24 (twenty four) hours prior to the start time of the *Trip*, and terminates upon the occurrence of the earlier of:

10.2.1. Return of an *Insured Person* to his / her *Place of Residence* upon completion of the *Trip*; Or 10.2.2. The Policy Expiration date.

**10.3.** The sums insured, the limits of liability and the terms of the cover are described in details in the *Schedule*.**10.4.** Definitions applicable to the cover

10.4.1. *Check* - Secured book by which the issuer unconditionally orders another person (payer) to pay the amount of money stated in the check.

10.4.2. *Business* - A set of or self-employed activity that may be a trade, business or other business activity, including regular or unregulated working hours, and any other activity against which remuneration is earned. 10.4.3. *Theft* - Obtaining of a movable item from the possession of another person (who is the owner of the item) without his consent, the offender intending to unlawfully obtain the item.

10.4.4. *Burglary* - The removal of a foreign movable property from the possession of another person without his consent, the offender intending to unlawfully obtain the property and by destroying, damaging or undermining barriers firmly made to protect persons or property and / or By opening, breaking or damaging a locking device. 10.4.5. *Property* - Movable property (objects and belongings) that is used for personal and/or general needs in the *Insured*'s household owned by the *Insured Person* or by a *Family Member* - member of the Insured's household and located in the Insured Person's place of residence.

10.4.6. *Replacement price* - The market price for buying a property of the same type and having similar characteristics and quality as the damaged item.



# 10.5. Exclusions applicable to the cover

In addition to the exclusions set forth in clause 4 of Chapter I "General Exclusions", the *Insurer* shall not be liable for any loss or damage:

10.5.1. Occurred as a result of or from the direct or indirect impact of *Disasters* and / or exposure to climate conditions;

10.5.2. Occurred prior to the *Policy Start Date* or after the Policy Expiration Date;

10.5.3. Occurred during a *Travel* with duration exceeding 90 days;

10.5.4. Personal and / or Business Items that the Insured Person carries with him during the Travel Period;

10.5.5. Precious metals and stones; Jewelry of any precious metal, with or without precious or semi-precious stones; Silver cutlery; Watches;

10.5.6. Weapons, Ammunition and Explosives;

10.5.7. Any artwork, antiques and collections of historical, scientific or artistic value; Collections of coins and brands;

10.5.8. Manuscripts, drafts, designs, and models;

10.5.9. Fur skins and leather goods;

10.5.10. Contracts, certificates, receipts, documents of any kind, books and materials of professional and business significance;

10.5.11. Goods and / or Goods with Business and / or Commercial Purpose;

10.5.12. Occurred as a result of or from wearing out and depreciation;

10.5.13. Occurred as a result of or from mechanical and / or electrical failure, electronic and / or electrical failure or malfunction;

10.5.14. Occurred as a result of, or at fault of, the damaged or damaged property (including manufacturing defect), gradual damage (Including rust, corrosion, damage from micro-organisms, fungi, molds, insects and rodents, slow deformation and destruction processes, evaporation, weight loss, shrinkage, change in flavor, color, consistency, gloss, damage from light effects) and surface damage (scratching, contamination, etc.); 10.5.15. Arising from or resulting from changes made by an *Insured Person* or a consequence of unauthorized use that is inconsistent with the usual purpose of the *Item*;

10.5.16. Items left unattended and / or in a publically accessible place.

**10.6.** Provisions related to the claims applicable to the cover

a) The insured person should notify the closest competent authority (police or other appropriate body) within 24 hours of the occurrence or knowledge of the event (in case of Theft or Burglary) and receive An appropriate document certifying the same;

b) The insured person should notify the Insurer for the event on phone numbers stated in item 2.8. Of Chapter I of these General Terms and Conditions within 24 hours of occurrence or acknowledgement of the event (in case of Theft or Burglary).

c) The insured person should take the necessary actions to limit the damage from the event and follow the instructions of the Insurer;

d) Upon request by the Insurer, the Insured Person shall authorize a representative of the Insurer to obtain information from third parties and institutions that relates directly or indirectly to the event.

e) The insured person shall provide on his own expense the evidence necessary to establish the amount and the basis of the claim. Evidence is presented along with the Claim Notification and may include but is not limited to the following:

 proof of ownership and any written records attesting to the value of the lost or damaged Property which the Insured Person possesses; As proof of property and value of the Real Estate may be considered: original of a receipt, purchase contract, invoice, bank card statement, etc..;

 cost statements and any other documents and / or materials which, directly or indirectly, relate to the occurrence of the occurrence;

other documents from the relevant competent authorities.

10.7. Specific conditions applicable to the cover

10.7.1. When an insured item is part of items in a pair or set, the Insured Person will only receive compensation for the damaged item unless the items in question can be used and cannot be recovered individually. In the



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event of loss or damage to an item from a pair or set, this is considered as an event at the appropriate limits. If there is sufficient evidence that the items in question cannot be used and cannot be reimbursed individually, the insurance coverage will apply to the whole set, within the limit specified in the Insurance Policy.

10.7.2. If after the payment of compensation for stolen Items they are subsequently found, the Insurer (at its discretion) may demand the return of the compensation paid or the Items found. The Items become the property of the Insurer and the Insured Person must return them to the *Insurer*. If the Insurer pays compensation for a complete set (pair), he is entitled to receive the remaining items from that set (pair) that are not damaged as a result of the event.

# I. General Policy Definitions

Certain words in this policy have a specific meaning. They have this specific meaning wherever they appear in the policy, schedule, payment tables or endorsements and are shown in *italic print*.

#### 1. Insurer

**Colonnade Insurance S.A.– Bulgaria Branch** with a seat and registered office: Republic of Bulgaria, 1407 City of Sofia, 51B Cherni vrah blvd., floor 2, FairPlay International business center, UIC: 204603407, branch of Colonnade Insurance S.A. Registered in Luxembourg, 1, rue Jean Piret, L-2350 Luxembourg, the Grand Duchy of Luxembourg.

# 2. Insured Person/ Insured

Any person up to age of 70 years shown in the Schedule as being an Insured Person. Cover applies until the end of the Period of Insurance in which the Insured Person attains the age of 70 years or the date upon which the Insured Person ceases being an Employee of the Policyholder, whichever occurs first unless otherwise agreed in writing by the Insurer.

# 3. Policyholder

The insured company, organization or individual that pays the Insurance Premium and is shown in the Schedule.

#### 4. Accident

A sudden and unexpected event caused by visible and external means.

#### 5. Assistance Company

The assistance company authorized by the Insurer to act on its behalf with 24 hrs Emergency Helpline.

#### 6. Annual Salary

The total gross basic annual salary excluding payments for overtime, commission or bonus payable by the Policyholder to the Insured Person at the date Bodily Injury is sustained. For weekly paid Insured Persons Annual Salary will be calculated by taking the average gross basic weekly salary of the Insured Person for the thirteen weeks prior to sustaining Bodily Injury and multiplying this amount by fifty-two.

# 7. Beneficiary

In case of death of the Insured Person, the Beneficiary is, unless otherwise confirmed in writing by the Insured Person, a legal heir according to the laws of Bulgaria. For all other benefits, the Beneficiary is the Insured Person.

#### 8. Bodily Injury

Injury to the body caused by an Accident which occurs during the Period of Insurance and not by any gradual cause. It does not include:

- Sickness, unless this results from injury to the body;
- post-traumatic stress disorder; or
- a psychological or psychiatric illness or condition except incurable insanity where such condition is a direct consequence of an Accident.



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# 9. Business Trip

Any trip undertaken primarily for the purpose of the Policyholder's business which commences during the Period of Insurance and is scheduled to last for a maximum duration of 180 days unless agreed otherwise in writing by the Insurer. Non-business activities are covered during the duration of a Business Trip.

# 10. Child

Any child of the Insured Person who is unmarried and under 18 years of age or 24 years of age if in full-time education.

# 11. Daily Wage

For monthly paid Employees this will be calculated by dividing the Insured Persons Annual Salary by three hundred and sixty five.

# 12. Deductible

An amount shown on the Schedule as a percentage or a fixed amount, which will be deducted from each claim payment for a specific benefit.

# 13. Franchise

An amount shown on the Schedule as a percentage or a fixed amount for which the Insurer will not be responsible if the claim payment is below such percentage or fixed amount. If the claim payment is above this amount - the whole sum of the claim will be paid.

# 14. Employee

Any person employed by the Policyholder.

# 15. Insurance Act

Insurance Code of the Republic of Bulgaria.

# 16. Trip

Any transportation, which commences during the Period of Insurance, at a distance outside the boundaries of the Republic of Bulgaria with a scheduled duration of no more than 180 days (unless the Insurer agrees in writing), by regular transport, including but not limited to by road, rail, aircraft or vessel.

# **17. Medical Practitioner**

Any suitably qualified and registered Medical Practitioner other than:

a) an Insured Person,

b) a member of the immediate family (spouse of the Insured Person, father, mother, grandmother, grandfather, brothers, sisters, relatives by marriage only by second degree and grandchildren) of an Insured Person, c) an Employee.

# 18. Operative Time

The period of time within the Period of Insurance during which the Policyholder or an Insured Person is covered by this policy (as outlined in the Schedule and described later in this policy wording).

# 19. Period of Insurance

The period shown in the Schedule.

# 20. Permanent Country of Residence

A country in which an Insured Person resides or has resided for a period of 6 months or longer in the previous 12 months.



# 21. Schedule/ Insurance Policy

The attached document showing details of the cover the Policyholder has bought.

# 22. Scheduled Flight

A flight which originates or ends at an internationally recognised airport according to the published schedule of an airline.

# 23. Sickness

Any fortuitous bodily illness or sickness, diagnosed during the Period of Insurance, but excluding any illness or sickness which arises out of a condition or defect for which medical treatment was advised, sought out, or should have reasonably been sought out, or received within 24 months before the date coverage began.

# 24. Sum Insured

The maximum amount of cover up to which the Policyholder or an Insured Person can claim.

# 25. Terrorism

An act, including threats of or actual force or violence by, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or Government, committed for political, religious, ideological or ethical purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

# 26. Usual and reasonable costs

Fees and charges where they are incurred, but not to include charges that would not have been paid if no insurance existed and excluding charges for medical treatment that is not medically necessary either within the Period of Insurance or during the Trip (whichever ends first).

# 27. War

Any activity arising out of, or attempt to participate in, the use of military force between nations, civil war, revolution and invasion, insurrection, use of military power or usurpation of government or military power, intentional use of military force to intercept, prevent, or mitigate any known or suspected act of Terrorism.

# 28. Policy Start Date

Date shown in the Schedule on which the insurance cover starts.

# 29. Policy Expiration Date

Date shown in the Schedule on which insurance cover is terminated.

# 30. Personal Data

Any data relating to a specific natural person, who can be identified by ID number or by one or more specific signs related to his/her physical, genetic, economic, mental, cultural and social identity.

# 31. Data Subject

Policyholder, Insured Person, Beneficiary, to whom Personal Data is relevant.

# 32. Scheduled Flight Accumulation Limit

The maximum amount the Insurer will pay in the aggregate under this and any other personal accident insurance issued by the Insurer in the Policyholder's name in respect of all Insured Persons suffering Bodily Injury in the same Scheduled Flight Accident or series of Scheduled Flight Accidents contributed to, caused by, or consequent upon the same original event.



#### 33. Any One Accident Limit

The maximum amount the Insurer will pay in the aggregate under this and any other personal accident insurance issued by the Insurer in the Policyholder's name in respect of all Insured Persons suffering Accidental Bodily Injury in the same Accident or series of Accidents contributed to, caused by, or consequent upon the same original event.

#### 34. Date of loss

a) For Sickness shall be the first date of diagnosis or the date the Insured Person first became aware of the sickness.

b) For Accident shall be the date of the accident.

# 35. Immediate Family Member

An Insured Person's spouse; children; children-in-law; siblings; siblings-in-law; parents; parents-in-law; grandparents; grandchildren; legal guardian, ward; step or adopted children; step-parents; aunts, uncles; nieces, and nephews, who reside in the same country as the Insured Person.

#### 36. Disaster

A natural phenomenon not subject to control by humans, resulting in damages such as, but not limited to, flood, storm, lightning, fire, explosion, landslide, volcanic eruption and / or earthquake.

# 37. Travel Period

A period of time during which an Insured Person is outside his/her place of residence, which period commences with the beginning of the Trip and ends when the Insured Person returns to his/ her place of residence. For one-way Trip, this period terminates upon arrival at the destination point of the Insured Person.

# 38. Place of Residence

A place that is used for residential purposes by the Insured Person and is located in a building at the permanent address of residence of the Insured Person.

# **39.** Permanent Disability

Disability which prevents the Insured Persons from working in their usual occupation for the Policyholder or from performing other work or usual activities and which in all probability will continue for the remainder of their life.

# 39.1. Permanent Total Disability

Disability which totally prevents the Insured Persons from working in their usual occupation for the Policyholder or from performing other work or usual activities and which in all probability will continue for the remainder of their life.

# **39.2. Permanent Partial Disability**

Disability which partially prevents the Insured Persons from working in their usual occupation for the Policyholder or from performing other work or usual activities and which in all probability will continue for the remainder of their life.

# 40. Medical Expenses

The Usual and reasonable costs incurred outside Bulgaria, or an Insured Person's Permanent Country of Residence, for medical, surgical or other remedial attention or treatment given or prescribed by a Medical Practitioner and all hospital, nursing home and ambulance charges.

# 41. Emergency Travel Expenses

The additional expenses of economy class transport and accommodation expenses incurred by an Insured Person and up to two persons, who need to travel to, remain with, or escort an Insured Person including, at the discretion of the Insurer, a family member or business colleague.



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#### 42. Appointed Representative

Qualified lawyer or law firm (or analogous association for providing legal protection) appointed to represent an Insured Person. The appointed representative is appointed by the Insured Person to provide legal advice and/or represent him, but the Insurer has the right to propose an Appointed Representative to provide legal assistance and procedural representation to the Insured Person, when so requested.

#### 43. Personal Property

Property owned by or in the custody or control of an Insured Person.

#### 44. Carrier

Any licensed operator of a land, sea or air vehicle for the transportation of fare paying passengers.

#### 45. Money

Coins, bank notes, banker's drafts, credit, debit or charge cards, phone cards, travellers' cheques, travel tickets, which belong to or are in the custody and control of an Insured Person and are intended for travel, meals, accommodation and personal expenditure only.

#### 46. Hi-jack

The unlawful seizure of, or wrongful taking control of, an aircraft, ship or train in which an Insured Person is travelling.

#### 47. Kidnap

The seizing, detaining or carrying away by force or deception of one or more Insured Persons (except a child by its parent or guardian) by a third party without the consent of an Insured Person and without lawful excuse.

#### 48. Hostage

The detention of an Insured Person by a third party who threatens to kill, injure or continue to detain an Insured Person in order to compel a state, international organization or person to do or abstain from doing any act.

# The present General Conditions are accepted by the Insurer on 01.05.2021 and are effective as of the same date.

Colonnade Insurance S.A. – Bulgaria Branch

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