

GENERAL TERMS AND CONDITIONS
"TRAVEL ASSISTANCE ABROAD - TRAVELER" INSURANCE

I. General provisions

Subject of the Insurance Contract

Art. 1. (1) The Euroins Insurance JSC, hereinafter referred to as the "Insurer", enters into an Insurance Contract in accordance with the present General Terms and Conditions for "TRAVEL ASSISTANCE ABROAD-TRAVELER" Insurance to provide immediate support to Bulgarian nationals and foreign subjects, hereinafter referred to as the "Insured Persons", upon an emerging insurance event during a trip and stay abroad.
(2) Against a paid insurance premium, the Insurer undertakes, in the event of the risk subject of the Insurance Contract, to cover the costs and/or to pay compensation or an amount in accordance with the terms of the Contract, concluded and these General Terms and Conditions to the extent of the agreed total limit and limits of liability for the relevant risk.
(3) In the case of an insurance event, providing immediate assistance to the Insured Person shall be effected by the Assistance Company, entered in the Insurance Contract who assist and provide information for receiving medical or other aid.

Insured persons

Art. 2. (1) The person contracting with the Insurer the conditions of the Insurance Contract, hereinafter referred to as the "Policyholder" may also be an Insured Person.
(2) An Insured Person may be a Bulgarian citizen or a foreign subject, who, at the date of conclusion of the Insurance Contract, is aged between three (3) months and eighty-five (85) years, being in a good health condition.
(3) When concluding an Insurance Contract for a period longer than thirty (30) days, persons aged over 65 (sixty-five) years shall be insured after filling in and individually signing a Health Status Declaration (Insurer's form).

Art. 3. With a single Insurance Contract, the Policyholder may insure:

1. A single person (individual Contract);
2. Two or more persons travelling with a common purpose on the same route (Group Contract).

II. Definitions

Art. 4. In the sense of the present General Terms and Conditions:

1. "Policyholder" means a physical or legal person, who is a party to the Insurance Contract.
2. "Insured person" means a physical person included in the list of Insured Persons under the Insurance Contract for whom insurance protection is envisaged under the provisions of the concluded Contract.
3. "Assistance Company" means an entity that, under a contract concluded with the Insurer, organizes and provides 24-hour qualified assistance to the Insured Person after an insurance event.
4. "Insurance event" means the incident of a covered insurance risk abroad in the Insurance coverage period.
5. "Insurance coverage period" means the period specified in the insurance policy, within which the Insurer carries the risk of the insurance.
6. "Acute disease" is a disease with an acute onset and progressive course, manifested for the first time abroad in the period of insurance coverage and requiring urgent or immediate treatment due to the presence of symptoms directly threatening the health and life of the Insured Person.
7. "Past diseases" are diseases that arose before the conclusion of the Insurance Contract, irrespective whether previously diagnosed.
8. "Chronic disease" is disease diagnosed prior to the conclusion of the Insurance Contract, of a long-term nature, usually continuing for months or years, from which the Insured Person was suffering at the date of conclusion of the Insurance Contract, regardless of whether medical assistance was used for its treatment or not.
9. "Accident" means any event during the period of insurance coverage and resulting in bodily injury or death of the Insured Person as a result of unforeseen and sudden impacts of external origin, which the Insured Person did not intentionally caused to himself.
10. "Bodily injury" means the temporary or permanent impairment of the physical integrity of the Insured Person as a result of an accident.
11. "Good health condition" is a condition in which a person is in sustainable physical and mental condition, which allows him/her to travel and is not in violation of a medical doctor's prescription.
12. "Medical transport" means a transport with a specialized medical ground or air transport vehicle, designed and equipped for the provision of emergency medical assistance, including a mobile emergency team.
13. "Immediate medical care" is a medical activity to provide temporary medical assistance to a person whose life is not directly endangered, but who needs medical care in a short time to prevent further development and aggravation of a disease.
14. "Emergency medical care" are medical activities aimed at restoring acute life-threatening disorders and maintaining vital functions of the body.
15. "Hospitalization" means admission to a medical establishment, recognized as such by the authorities of the state in which the Insured Person is under constant medical supervision, who avails of diagnostic and therapeutic techniques and where treatment is conducted in a strictly scientific and clinically tested method.
16. "Certified medical staff/medical doctor" means a person who has the legal right to practice a medical profession in the country concerned.

17. "Methods and means of non-traditional medicine" are unconventional methods and means of beneficial effects on individual health, including, but not limited to: acupuncture, acupressure, iris, pulse and auricular methods of diagnostics, unconventional physical methods, non-medicinal products of mineral or organic origin.

18. "Reasonable and customary costs" means the costs of:

(a) The purchase of a particular health product which does not exceed the average amount against which the same health product may be purchased in the territory of the state concerned;

(b) The use of a specific health service by a specific medical care provider in accordance with the relevant medical standard, which does not exceed the average amount, against which the same or similar health service provided by other Contractors for medical care may be used in the territory of the state concerned.

19. "Luggage" means the personal belongings of the Insured Person carried in a suitcase or a bag and intended to satisfy his/her personal needs while travelling and staying abroad. Luggage-material valuables of any kind carried by the Insured against payment and/or for the purpose of marketing, weapons, as well as all kinds of animals, plants, food and beverages shall not be considered as luggage.

20. "Abroad" means a country other than the state to which the Insured Person is a national or in which he or she enjoys long-term or permanent resident status.

21. "Gross negligence" is the failure to take due diligence which would put a most negligent person under similar conditions.

III. INSURANCE COVERAGE

Covered risks

Art. 5. (1) The Insurer undertakes to cover only those risks, which are specified in the Insurance Contract, as the provisions, which establish them, may not be interpreted broadly.

(2) The main cover under the Insurance Contract shall be negotiated by the contracting parties in the form of one of the following options:

1. "**Option A**", includes the following risks: "Medical expenses", "Emergency dental care", "Medical repatriation", "Repatriation of mortal remains", "Repatriation of persons under 18 years", and "General liability".

2. "**Option B**", includes the following risks: "Medical expenses", "Emergency dental care", "Medical repatriation", "Repatriation of mortal remains", "Repatriation of persons under 18 years", "Visit during hospitalization", "Theft of luggage", "Loss or delay of luggage", "Flight delay", "Missed connecting flight", "Curtailed or extension of stay abroad", "Personal documents", "Legal expenses", "General liability".

(3) Subject to an explicit arrangement between the Parties, the coverage under the Insurance Contract may include one or more of the following additional risks (additional cover):

1. "Rescue expenses";
2. "Worsening of chronic disease";
3. "Complications after 26 weeks of pregnancy";
4. "Replacement personnel";
5. "Permanent disability due to accident";
6. "Accidental death".

Characteristics of risks covered

Art. 6. (1) Concerning the "medical expenses" risk, the Insurer shall cover, in the event of an accident or an acute disease abroad reasonable and customary costs of providing urgent or immediate medical assistance to the Insured Person, including:

1. Medical transport of the Insured Person from the place of the insurance event to the nearest medical institution or medical doctor;
2. Medical examinations, manipulations and tests, appointed and conducted by qualified medical staff;
3. Emergency hospitalization for diagnostics and inpatient treatment in a standard room of the medical institution for not more than twenty (20) days;
4. Medical staff fees;
5. Pharmaceutical products, prescribed by a qualified medical doctor and purchased up to 5 (five) days from the date of the prescription.

(2) The medical care referred to in Para. 1 includes only medical activities, aimed at controlling the acute pain symptomatology and restoring the health of the Insured Person to the extent that it allows him/her to continue the journey or to carry out a medical repatriation.

Art. 7. Concerning the risk "Emergency Dental Care" the Insurer shall cover the reasonable and customary costs of providing emergency dental care to the Insured Person only in the case of pulpitis, abscess or tooth extraction.

Art. 8. (1) Concerning risk "Medical Repatriation" the Insurer shall cover, in the event of an accident or an acute disease abroad, the costs of:

1. Repatriation of the Insured Person from medical institution abroad to a medical institution in the Republic of Bulgaria or to the state of his/her permanent residence for the purpose of continuing treatment in hospital conditions;
2. Attendant of the Insured Person during the repatriation, if necessary. An attendant may be a medical practitioner, a medical team, a relative or any other person for whom the Insurer has preliminary approved the costs.

(2) Liability of the Insurer under Para. 1 shall be committed only if the following conditions are met:

1. All conditions and costs in connection with the repatriation are to be pre-approved by the Insurer/Assistance Company or the repatriation is organized by the Insurer/Assistance Company, and
2. According to the medical opinion whether the health condition of the Insured Person allows repatriation.

(3) In case the Insured Person refuses repatriation, from the time of the refusal the Insurer is not responsible to a refund of any costs and does not cover any costs, necessary for further treatment, and further costs for medical repatriation.

Art. 9. (1) Concerning the risk **"Repatriation of mortal remains"** the Insurer shall cover in the event of the death of the Insured Person abroad as a result of an accident or an acute disease, the costs of:

1. Repatriation of the mortal remains from abroad to the Republic of Bulgaria or to the state of permanent residence of the Insured Person, or

2. A funeral or cremation abroad of up to 10 (ten) percent of the agreed total liability limit.

(2) Liability of the Insurer under Para. 1 shall be committed only if:

1. All conditions and costs in connection with repatriation, funeral or cremation are pre-approved by the Insurer/Assistance Company, or

2. The repatriation, funeral or cremation is organized by the Insurer/Assistance Company.

(3) The Insurer does not cover the costs of inventory, storage and return of the property of the Insured Person to the Republic of Bulgaria or to the state of his/her permanent residence.

Art. 10. (1) Concerning the risk **"Repatriation of persons under 18 years"**, in case of hospitalization, medical repatriation or death of the Insured Person abroad, the Insurer shall cover the costs of:

1. Repatriation of persons under 18 years, accompanying the Insured Person, to the Republic of Bulgaria or to their state of permanent residence;

2. Attendant during the repatriation, if necessary.

(2) Liability of the Insurer under Para. 1 shall be committed only if:

1. There is no other adult attendant to take care of those persons under 18 years, and

2. The repatriation is organized by the Insurer/Assistance Company.

Art. 11. (1) Concerning the risk **"Visit during hospitalization"**, in case of hospitalization of the Insured Person abroad for more than ten (10) consecutive days due to an accident or disease, the Insurer covers travel expenses for visiting the Insured Person by a person, designated by him/her.

Art. 12. (1) Concerning the risk **"Theft of luggage"** the Insurer covers, in case of theft of the entire luggage or individual items from it, the actual value of the stolen items up to the limit of liability specified for one item, and in case of theft of more than one item or the entire luggage – up to the maximum limit for this risk.

(2) The Insurer does not cover theft of money, jewelry, keys, documents, cheques, postage stamps, bank cards, travel tickets, vouchers, manuscripts, plans, drawings, drafts, books, all kinds of securities.

Art. 13. (1) Concerning the risk **"Loss or delay of luggage"**, when the Insured Person travels abroad with a scheduled airline flight and his/her registered luggage is lost or delayed by air carrier, the Insurer's indemnification is up to the limit of liability specified in the insurance policy. The cover shall be provided that the luggage does not arrive at the point, indicated in the airplane ticket as final, within 12 (twelve) hours counted from the moment of arrival of the Insured Person at the same point.

(2) The Insurer is not responsible to pay indemnification in case:

1. The final point of the flight is not in abroad;

2. The luggage is detained, confiscated or destroyed by the relevant competent authorities.

Art. 14. (1) Under the risk **"Flight delay by more than 5 hours"**, in case the departure of the Insured Person on a scheduled airline flight is delayed by more than five (5) hours and the air carrier cannot provide alternative transport, the Insurer shall pay as compensation 10 euro for each additional hour of delay, but no more than the limit of liability for this risk.

(2) The Insurer is not responsible to pay indemnification in case:

1. The delay of departure is on the territory of the Republic of Bulgaria or the state of permanent residence of the Insured Person (if different from Bulgaria);

2. The Insured Person concerned has failed to re-apply for the flight for reasons under his/her control;

3. The flight is cancelled.

Art. 15. (1) Concerning the risk **"Missed connecting flight"**, in case that due to delay or postponement of the outgoing flight at the initial airport or a subsequent flight along the route to the final destination of the trip, the Insured Person misses the boarding of a connecting flight, the Insurer covers the cost of re-validation of the alternative flight ticket or the purchase of alternative transport ticket.

(2) The Insurer does not cover the costs under Para. 1 when the Insured Person misses the boarding of a connecting flight for reasons that depend entirely on his/her actions or omissions.

Art. 16. (1) Concerning the risk of **"Curtailed or extension of stay abroad"**, in the period under insurance coverage on reasons beyond the control of the Insured Person, the Insurer shall cover the following costs related to the change in the length of the Insured Person's stay abroad:

1. In case of "Curtailed stay":

(a) for the purchase of a new economy class ticket on an airplane, train or bus if the pre-purchased return ticket has not been used and cannot be re-validated, or

(b) for re-validation of a ticket, provided that after re-validation the ticket is used.

2. In case of an "Extension of stay":

(a) for hotel accommodation for a period of maximum four (4) days, as the responsibility of the Insurer for one day is limited up to 10 % of the limit of liability for this risk;

(b) for immediate or emergency medical care;

(c) for the purchase of a new economy class ticket on an airplane, train or bus if the pre-purchased return ticket has not been used and cannot be re-validated, or

(d) for re-validation of a ticket, provided that after re-validation the ticket is used.

(2) "Curtailed stay" within the meaning of Para. 1 is the premature termination of the journey and the return of the Insured Person under emergency conditions, earlier than planned and fixed in the return ticket for the back travel to the Republic of Bulgaria or the state of his/her permanent residence, for any of the following reasons:

1. Death or emergency hospitalization of his/her relatives;

2. Death or medical repatriation of his/her companion, where the Insured Person must accompany the victim or his/her mortal remains during the repatriation;

3. Flood, fire or burglary in his/her permanent residence, when the presence of the Insured Person on the spot is required by the authorities who are investigating the event.

(3) **"Extension of the Stay"** within the meaning of Para. 1 is a postponement of the pre-planned return of the Insured Person to the Republic of Bulgaria or to the state of his/her permanent residence, for which is purchased a return ticket with fixed dates due to the occurrence of any of the following events:

1. an accident or acute disease, due to which the Insured Person is hospitalized or there is a prescribed treatment procedure that does not allow to travel;

2. cancellation or interruption of the return journey due to:

a) damage to the means of transport with which it must be carried out;

b) natural disaster or bad weather conditions at the place of departure or on the route;

c) a strike by the personnel of the carrier or the operator of the relevant transport infrastructure.

Art. 17. (1) Concerning the risk **"Personal documents"** if, during a trip or stay abroad, a personal document of the Insured Person (identity card, passport or driving license) is lost, damaged, destroyed or stolen, the Insurer shall cover the costs of issuing a new or a temporary replacement document of the same type.

(2) The Insurer shall not cover the costs under Para. 1 if the document has expired or is detained or confiscated by the relevant competent authorities.

Art. 18. (1) Concerning the risk **"Legal expenses"** the Insurer shall cover the legal protection costs of the Insured Person in the event that he/she is sued for damage to third parties or for an administrative offence under local law when travelling or staying abroad.

(2) The Insurer does not cover:

1. Obligations of the Insured Person for the payment of a judicial guarantee or a fine, seizure or other pecuniary sanction within the meaning of a penal or administrative penal provision;

2. Expenses for witnesses and/or the appointment of judicial expertise;

3. Court costs, including fees to the exchequer.

Art. 19. (1) Concerning the risk **"General liability"** the Insurer shall cover the liability of the Insured Person for damage caused by him to third parties during a trip or stay abroad.

(2) Subject to coverage under this risk is:

1. Non-tangible and property damage caused by bodily injury or death;

2. Damage caused to foreign property;

3. Court expenses awarded to the Insured Person in connection with the lodging of a claim for damages under items 1 and 2.

Art. 20. (1) Concerning the risk **"Rescue expenses"** the insurer covers the actual costs incurred by local specialized search, rescue and first-aid services to the Insured Person.

(2) The Insurer does not cover search and rescue costs:

1. In the event of non-compliance by the Insured Person with established rules, markings, warning or prohibition flags, signs or shields, verbal or written instructions of tour guides, drivers, rescue services or any other competent authority responsible for safety in the place concerned;

2. In deserts, jungles, mountains above 4 000 meters altitude, the Arctic and Antarctica.

Art. 21. (1) Concerning the risk **"Worsening of chronic disease"**, if during a trip or stay abroad the health condition of the Insured Person suddenly worsens due to exacerbation of chronic disease that directly threatens his/her health and life, the Insurer covers the costs of emergency or immediate medical care, including:

1. Medical transport of the Insured Person from the place of the insurance event to the nearest medical institution or medical doctor;

2. Medical examinations, manipulations and tests, appointed and conducted by qualified medical staff;

3. Emergency hospitalization for diagnostics and inpatient treatment in a standard room of the medical institution for not more than twenty (20) days;

4. Medical staff fees;

5. Pharmaceutical products, prescribed by a qualified medical doctor and purchased up to 5 (five) days from the date of the prescription.

(2) Medical care under Para. 1 includes only medical activities aimed at controlling acute pain symptomatology and restoring the health of the Insured Person to the extent that allows continuing the journey.

Art. 22. (1) Concerning the risk **"Complications after 26 weeks of pregnancy"** in the event that, during a trip or a stay abroad, complications arise from the pregnancy of the Insured Person after the 26th gestation week, which directly endanger the health and life of the pregnant and/or the baby, the Insurer shall cover the costs of immediate or emergency medical care, including medical transport.

(2) The Insurer does not cover any costs in case of complications, for which the Insured Person is aware, and which were established before the conclusion of the Insurance Contract (risky/pathological Pregnancy).

Art. 23. Concerning the risk **"Replacement Personnel"**, the Insurer reimburses the actual expenses incurred for purchase of an economy class air ticket, train or bus ticket for a replacement employee who will complete the assignment for which the insured person was originally sent abroad, but he/she is unable to complete them due to:

1. hospitalization or medical repatriation due to accident or acute disease;

2. death or permanent disability due to accident.

Art. 24. (1) Concerning the risk **"Permanent disability due to accident"**, the Insurer covers an accident occurred abroad, the consequences of which appeared up to twelve (12) months from the date of the insurance event and led to permanent disability of the Insured Person.

(2) The Insurer shall pay to the Insured Person such a percentage of the limit of liability agreed for that risk, as is the percentage of the permanent disability determined by the relevant competent authority of the medical expertise.

(3) Where the Insured Person has an established percentage of permanent disability before the insurance event, this percentage shall not be considered while determining the amount of insurance compensation.

Art. 25. (1) Concerning the risk **"Accidental death"** under a casualty the Insurer covers an accident occurred abroad that led to the death of the Insured Person.

(2) The third-party beneficiaries or the legal heirs of the Insured shall be paid the limit of liability agreed for that risk.

(3) Where compensation for permanent disability has been paid following an accident and subsequent death of the Insured Person as a result of the accident up to one year from the date, due to a death, the insurance amount shall be reduced by the amount of compensation paid in so far as it has been compensated for a permanent disability.

(4) No risk of "death" is covered to an Insured Person who is a minor, or a person under total guardianship.

Coverage scope

Art. 26. (1) The insurance coverage is valid only for events within the territorial scope, specified in the Insurance Contract.

(2) Notwithstanding the agreed territorial scope, the insurance cover shall not be valid in respect of events on the territory of the Republic of Bulgaria and any other country of which the Insured Person is a national or in which he/she enjoys long-term or permanent resident status.

Art. 27. (1) In the event that during his/her stay abroad the Insured Person will exercise a sport or perform work, associated with a mild or severe physical exertion or activity, associated with an increased health risk or where standards or safety measures are foreseen, subject to an explicit arrangement between the Parties, the insurance cover may also be extended to those activities, the activity being entered in the Insurance Contract as the purpose of the journey.

(2) "Work related to light physical activity" within the meaning of Para. 1 is the work in the field of hospitality and restaurants, trade, information technology, services, education, administrative activities, healthcare, immobility, government or in another economic sector, in which the nature of the work requires a light physical activity.

(3) "Work involving heavy physical activity" within the meaning of Para. 1 is the work in the field of mining or processing, construction, transport, storage, agriculture, forestry or fisheries, landscaping, security, waste management or in another economic sector in which the nature of the work requires heavy physical activity.

IV. INSURANCE COVERAGE EXCLUSIONS

Art. 28. (1) The insurer is not responsible to pay indemnification and does not cover expenses for events:

1. Outside the insurance coverage period;
2. As a result of non-compliance with or refusal of prescribed procedure and/or treatment, as well as after self-medication;
3. While the Insured Person is using or is under the influence of alcohol, narcotics, intoxicants, stimulants, substances with doping effect;
4. Upon or as a result of participation in experiments, studies or any other acts or events of an experimental, scientific and/or research purpose;
5. Under or as a result of gross negligence, illegal and unlawful acts, resistance towards an authority, suicide, self-harm or deliberate exposure to danger (except in the case of attempted rescue of human life) by the Insured Person;
6. Resulting from intellectual, mental or psychoneurological disorder, condition or disease of the Insured Person, including, but not limited to, functional nervous disorder, depression, neurosis and the like, as well as their diagnostics and any treatment are exempt;
7. As a result of war, military acts or drills, terrorism, riots, rallies, processions, civil unrest, or other events of a similar nature;
8. As a result of gas, atomic or nuclear explosions, radiation, pollution (biological, chemical or other), emergency or distress situations, misuse of flammable or explosive materials.

(2) The insurer does not pay indemnification and does not cover expenses for events occurred during and as a result of practicing:

1. Sports or activities beyond the scope of the travel purpose agreed and recorded in the Insurance Contract;
2. Sports or activities without the use of necessary protective equipment, gear and/or in non-categorized, non-maintained, unmarked, unequipped or unsecured places for the purpose;
3. Tourism that is including extreme sports, which is not organized by a licensed tour operator and/or without an accompanying licensed instructor or guide;
4. Contact sports, rock climbing, alpinism, mountaineering above 4000 meters of altitude, heli-skiing, diving at depths exceeding 10 meters, motorcycling, parachuting, gliding, base jumping, caving, speleological route, circus activity, stunts, as well as any other sports and adventures.

(3) Unless otherwise agreed, the insurance cover does not include indemnity, payment of sums and any costs, including for emergency and immediate medical assistance, related to:

1. Past or chronic diseases or their relapses;
2. Pregnancy, childbirth or abortion, including their consequences;
3. AIDS and sexually transmitted diseases;
4. Multiple sclerosis, epilepsy, cirrhosis, osteoporosis, malignancies or benign lesions, regardless of when they first appeared;
5. Congenital anomalies and diseases, correction of physical defects;
6. Skin burns caused by the effects of sun rays or quartz, tanning or related radiation sources.

7. All types of hernias, radiculitis, discopathy, damage of intervertebral discs, lumbago, arthrosis, sciatica.

(4) The Insurer does not cover:

1. Prevention of health (examinations and/or diagnostics of prophylactic nature);
 2. Vaccinations and immunization;
 3. Rehabilitation, physiotherapy, massages, restorative procedures, post-hospital treatment and the like;
 4. Extracting, storage or implantation of stem cells, transplantation or implantation of organs and tissues;
 5. Manufacture and/or placement of artificial teeth, dental crowns, bridges, implants, prostheses, artificial limbs, corrective devices and the like;
 6. Plastic-restorative, reconstructive, plastic or cosmetic adjustments, procedures, manipulations or operations, or other cosmetic services, as well as their consequences;
 7. Diagnosis and treatment by using methods and means of non-traditional medicine and/or outside the approved medical standards, and not conducted / prescribed by a qualified medical doctor or appointed and/or conducted by the Insured Person or a relative of him/her;
 8. Activities and services related to the personal comfort of the Insured Person during a hospital stay, including accommodation in a single room, use of TV, telephone, Internet and the like;
 9. Expenses effected in the territory of the Republic of Bulgaria or any other state to which the Insured Person is a national or in which he enjoys long-term or permanent resident status;
 10. That part of the expenses payable by another Insurer, public authority, social or health program or similar;
 11. That part of the expenses which exceeds the reasonable and customary costs or costs, which would have been incurred if the services of a medical institution or person designated by the Assistance Company were used;
 12. Fines, sanctions, interest or other penalty payments, imposed on the Insured Person.
- (5) The Insurance Contract does not cover the liability of the Insured Person for damages:
1. Which arise out of pollution, a product or non-performance of a Contract;
 2. Arising out of the ownership and/or use of a road vehicle, vessel, aircraft, immovable property or animal for which the Insured Person is responsible;
 3. Which are attributable to the professional activity of the Insured Person;
 4. Arising from the use of weapons.

Art. 29. (1) The Insurer does not provide coverage and is not liable to pay any costs, compensation or amount if:

1. The Insured Person travels against a doctor's prescription;
 2. On behalf of the Insured or another person, entitled to receive the insurance benefits have been committed actions or omissions aimed at counterfeiting an insurance event, fraud or deception of the Insurer, including the provision of forged documents or documents with faked content.
- (2) If the trip abroad is for the purpose of carrying out treatment or carrying out aesthetic cosmetic surgery, the Insurer and the Assistance Company do not provide any assistance service and do not cover any costs in connection with or on the occasion of conduct and execution of these activities.

V. INSURANCE CONTRACT

Conclusion of the Contract

Art. 30. (1) The Insurance Contract shall be concluded in writing on proposal of the Policyholder in the form of an insurance policy.

(2) The Contract shall be concluded for a specified term of validity, which may be:

1. from a day to a year – depending on the length of the stay abroad;
2. one year – when the Contract is of multi-trip type.

(3) At the conclusion of the Insurance Contract:

1. Where the Insurer has asked questions, the Policyholder, his/her authorized agent or his/her insurance broker shall declare in a precise and exhaustive manner the essential circumstances, known to him/her and relevant to the risk;
2. The Policyholder shall submit a declaration of his/her health status in the cases referred to in Article 2, Para. 3.

(4) An integral part of the Insurance Contract are deemed the present General Terms and Conditions, the Questionnaire, the Declaration of Health Status in the cases referred to in Article 2, Para. 3, payment papers and other written documents, issued to it.

Art. 31. (1) A multi-trip Contract is concluded for an undetermined number of trips abroad in the period of insurance coverage, each lasting until the agreed effective period, the total number of days of stay abroad may not exceed 180 (one hundred and eighty) for the duration of the Contract.

(2) The "Effective period" means the maximum period of stay of the Insured Person abroad in each individual journey, which may be thirty (30), sixty (60), ninety (90) or one hundred twenty (120) days.

(3) After the expiry of the agreed effective period or in case of exceeding one hundred and eighty (180) days total stay abroad, the insurance coverage is terminated.

Art. 32. (1) Provided an upfront premium payment, the insurance cover shall commence at the time of the crossing the state border at departure from the country of which the Insured Person is a national and/or where his/her permanent address is situated, but not earlier than at the moment from which the term of the Contract is commencing.

(2) By insuring a person who is staying abroad, when concluding the Contract, the insurance cover shall commence fifteen (15) days after beginning of the term of the Contract, provided that the premium due has been paid. This restriction shall not apply where the Insurance Contract is concluded for extension of the insurance cover and provided that the new Contract is concluded before the expiry of the preceding contract.

(3) The insurance cover is terminated with the exhaustion of the limit of liability, the expiration of the Contract's term or the return of the Insured Person back from abroad, whichever comes first.

Termination of the Contract

Art. 33. (1) The Insurance Contract shall be terminated:

1. with the expiration of the term for which it was concluded;
2. by mutual consent of the parties expressed in writing;
3. unilaterally by either party after giving one-month written notice, with the notice period commencing on the date of its receipt;
4. in cases stipulated by the current legislation.

(2) If the Insurance Contract is terminated before the end of the insurance period, the insurer is entitled to:

1. the corresponding premium only for the part of the insurance period during which Insurer has provided coverage, if no insurance event has occurred during that time;
2. the entire premium for the insurance period, if an insurance event occurs before the termination of the Contract.

(4) Obligations related to the return or payment of a premium shall be fulfilled within 15 (fifteen) business days from the date of termination.

Limits of liability

Art. 34. (1) At the conclusion of the Insurance Contract, the parties agree on the Aggregate limit of liability, which is the maximum amount up to which the Insurer pays indemnification and/or provides immediate assistance to the Insured Person in the aggregate for all insured events (regardless of their number) included in the Insurance Contract.

(2) Within the agreed Aggregate limit of liability for each of the covered risks, a separate limit of liability is specified, representing the maximum amount up to which the Insurer is liable for this risk during the term of the Contract.

(3) All limits of liability apply to one Insured Person. If two or more persons are insured under the Contract, the agreed limits of liability shall apply to each of these persons separately.

Insurance premium

Art. 35. (1) The amount of the insurance premium shall be determined by the Insurer for one insurance period, equal to the term of the Insurance Contract.

(2) The insurance premium due shall be paid as a lump sum at the conclusion of the Insurance Contract, unless a different payment term is specified therein.

(3) In case of non-payment of the insurance premium within the agreed term, the insurance protection shall not begin, and the Contract shall not enter into force.

Entitlements and Commitments of the Parties

Art. 36. (1) The Policyholder shall be obliged to notify the Insurer of any change of his name, company or name, or address for correspondence, which are indicated in the Insurance Contract or in other documents, provided to the Insurer. In case he fails to fulfill this obligation or provides incorrect information, any written statement by the Insurer sent to the Policyholder's last announced address, shall be deemed to have been served and received by the Policyholder with all legal consequences provided for by law or Contract.

(2) The Policyholder shall be obliged to acquaint the Insured persons with their rights and obligations under the concluded Insurance Contract and to provide to each of them information about the Insurance Contract and the applicable General Terms and Conditions.

Art. 37. (1) The Insured Person shall be entitled in case of an insurance event:

1. to ask the Assistance Company to obtain the necessary medical, dental or other immediate care, depending on the specifics of the event;
2. to make a claim in accordance with Chapter VI of these General Terms and Conditions.

(2) The rights of the Insured Person under the Insurance Contract are individual and not transferable to other persons.

Art. 38. (1) The Insured Person is obliged to do everything possible to prevent the insured event or reduce and limit its consequences.

(2) In case of an insurance event the Insured Person shall be committed:

1. To inform the Assistance Company in person or through another person before taking any action and incurring any costs. If at the time of the event the Assistance Company be contacted for a just reason, notification must be given as soon as possible, but not later than three (3) business days;
2. To strictly follow all instructions through the Assistance Company, including a medical facility and a medical doctor to whom it should be addressed;
3. To submit his/her documents when requested in connection with the establishment of the event and the amount of damages.

Art. 39. In case of theft, loss or delay of luggage, flight delay, missed connecting flight or loss, damage, destruction or theft of personal documents, the Insured Person shall be obliged to notify the relevant competent authorities immediately after becoming aware of the accident and to request from them a document, certifying the event.

Art. 40. (1) With regard to the insurance risk "General liability", the Insured Person is obliged in connection with the cover for his/her third-party liability within seven (7) business days:

1. of becoming aware of the event to notify the Insurer of the circumstances which could cause it;
2. of becoming aware of the event to notify the Insurer about the insurance event;
3. of becoming aware of the event to notify the Insurer in writing of claims made;
4. of serving a communication to notify the Insurer in writing of claims made;
5. after incurring costs related to the claims to notify the Insurer in writing.

(2) Upon legal action by the injured person, the Insured Person shall be obliged within the legal deadline to seek the Insurer's involvement in the process, where this is permissible by law.

(3) The Insured Person should not negotiate or enter into an agreement with the injured person, nor recognize an obligation and make a payment without the written consent of the Insurer.

Art. 41. For placing a claim the Insured Person is obliged to notify the Insurer of any other insurance, which covers risks that fully or partially coincide with those covered by the Insurance Contract concluded with the insurer and for all amounts received under such insurance and/or from third parties.

Art. 42. (1) Any obligation of the Insured Person, specified in the present General Terms and Conditions and/or the Insurance Contract, shall be considered material insofar as it concerns the interests of the insurer.

(2) In case of an insurance event as a consequence of non-performance of an obligation of the Insured Person, the Insurer may object or reduce the amount of insurance indemnity in proportion to the gravity of the non-performance.

Art. 43. The Insurer shall have the right to obtain detailed and reliable information about the age, sex and state of health of the person whose life, health or bodily integrity is the subject of insurance prior to the conclusion of the Insurance Contract and during the term of its validity.

VI. INSURANCE CLAIM AND INSURANCE INDEMNITY

Insurance claim

Art. 44. (1) After an insurance event, the Insured Person shall be obliged as soon as possible, but no later than three (3) business days to contact the Assistance Company in person or through another person before taking any action or incurring any expenses.

(2) In the event of a risk of "Permanent disability" or "Death" as a result of an accident, the entitled person is obliged to notify the Insurer within seven (7) business days after the event.

(3) In cases of failure to comply with the obligation under Para. 1, the Insurer shall be entitled to object to cover expenses exceeding the amount of one hundred and fifty (150) euro, which have been incurred without prior approval by the Assistance Company or the Insurer.

Art. 45. (1) The Assistance Company shall assist the Insured Person and render information for the provision of necessary assistance by giving instructions on measures to be taken, arranging a medical doctor's home visit, directing to medical doctors, dentists, medical institutions, lawyers or other professionals, who can provide the Insured Person with the necessary services, including payment of expenses approved by the Insurer for services received on behalf of the Insured Person.

(2) Contact the Assistance Company is carried out on the duty telephone noted in the Insurance Contract.

(3) When, according to the instructions of the Assistance Company or the Insurer, the Insured Person has paid at his/her own expense the costs of the services/goods obtained, s/he may place a written claim to the Insurer for recovery.

(4) In case the Insured Person does not follow the instructions of the Assistance Company, the Insurer shall be entitled to object to cover expenses in excess of the amount of one hundred and fifty (150) euro, which were made without prior approval by the Assistance Company or the Insurer.

(5) When the expenses are not covered directly by the Assistance Company – in the event of "Emergency dental care", "Luggage loss or delay", "Flight delay", "Missed connecting flight" or loss, damage, destruction or theft of personal documents, the Insured Person pays at his/her own expense the costs of the services used or the goods purchased, and then may place a written claim to the Insurer for recovery.

(6) The Insurer shall not be liable for any delay or failure to fulfill the obligations to provide assistance if the delay or failure is caused by force majeure, including, but not limited to, military action, rebellion, revolution, uprising, military coup, unrest, strike, lockout, terrorism.

Art. 46. (1) Upon making a claim to the Insurer for reimbursement of expenses or for payment of compensation or an amount to the Insured Person, respectively, the entitled person shall fill out a notice on the Insurers form and to provide full and accurate bank account details to enable the Insurer's money transfer.

(2) All documents relating to the justification of the claim and calculation of the amount of compensation shall be attached to the insurance claim.

(3) Depending on the type of insured event, the documents provided for in Para. 2 are:

1. A formal document from the relevant competent authority which proves the insured event (police, fire, rescue, airport authorities, etc.);
2. Originals of payment documents for the services used and/or expenses incurred;
3. In the case of an accident or disease: medical report or other medical examination or treatment document; medical appointments (recommendations); prescription; results of tests conducted;
4. In case of "Flight delay", "Luggage loss or delay", "Missed connecting flight": a document proving the event, issued by the air carrier; ticket for the flight;
5. In case of "Curtailed or extension of stay abroad": documents proving the reason for curtailment or extension of the stay; return ticket with fixed return date;
6. In case of loss, damage, destruction or theft of personal documents: police protocol or another document proving the event; a document for a paid fee for issuing a new or replacement document;
7. In the case of "Permanent disability due to accident" – documents proving the accident; a decision issued by a competent authority of the medical expertise.
8. In the case of "Accidental death" of the Insured Person – documents proving the accident; death certificate; a medical doctor's expertise of the cause of death; Certificate of Heirs;
9. In the case of "Legal expenses" of "General liability": Indictment, by which the Insured Person is held liable;
10. Other documents depending on the specifics of the event.

(4) In addition to the documents listed under Para. 3, the Insurer may require additional evidence, which was not provided for in the Insurance Contract at its conclusion or the need for which could not have been foreseen at the date of filing the claim. The Insurer may exercise the entitlement under the preceding sentence within forty-five (45) days from the date of the submission of the evidence specified in the Contract or requested at the time of presentation of the claim.

(5) The documents under Para. 3 and 4 shall be presented to the Insurer in original or as a copy, and:

1. original payment documents must be issued in the name of the Insured Person and indicate the value of each service rendered or commodity purchased;
2. medical documents for examination or treatment carried out must contain a detailed description: anamnesis, objective state, diagnoses, examinations and therapy appointed;
3. the documents must be accompanied by a legalized translation into Bulgarian language;
4. the costs of their procurement shall be borne by the person who made the claim.

Art. 47. (1) The Insurer shall decide on the claim within fifteen (15) business days after submission of all evidence, and:

1. define the amount of the compensation, or
2. submit a reasoned objection.

(2) where not all of the requested evidence is presented, the Insurer shall give a ruling in one of the ways referred to in Para. 1 not later than six (6) months from the date of filing the claim.

Insurance compensation

Art. 48. (1) The insurance indemnity is calculated on the basis of the evidence submitted to the Insurer and conforms to the limit of liability for the respective covered risk, while the total amount of all indemnities may not exceed the agreed overall limit of liability, regardless of the number of the insured events during the term of the Contract and the claims made.

(2) In the case of multiple insurance within the meaning of the Insurance Code, the Insurer shall be liable in such proportion as the corresponding limitation of liability for the insurance covered by it relates to the total limit of liability of all insurances, and the total amount of compensation paid by the Insurer may not exceed the actual damage suffered. This provision does not apply to the risks of "Permanent disability" and "Death" as a result of an accident.

(3) For determining the insurance compensation, the Insurer shall be entitled:

1. to access any medical records regarding the health of the Insured Person, and require it from any institutions, storing such information, including under the Medical institutions Act, the Health Insurance Act and the Health Act;
2. to examine circumstances of the insured event and the claims submitted to the case through its own or independent experts, and to request opinions from consultants - trusted medical doctors and/or independent experts;
3. to arrange additional medical examinations and/or examinations of the Insured Person.

(4) The insurance indemnity shall be reduced by:

1. the amounts by which the Insured Person is indemnified for the costs incurred by another Insurer, third parties or according to legal provisions;
2. other amounts that the Insurer does not reimburse under these Terms and Conditions and the Contract concluded.

(5) When by the sums received under Para. 4, item 1, the Insured Person is indemnified in full, the Insurer does not owe insurance compensation.

VII. Miscellaneous

Art. 49. (1) With the payment of the insurance indemnity, if the insurance event is caused by an act or omission of a third party or property for which a third party is responsible, the Insurer interferes with the rights of the person concerned in respect of the relevant third party in the amount of the insurance indemnity paid and the usual expenses incurred in its definition, in accordance with the terms established by the current legislation of Bulgaria.

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

1. The Insured Person and the Policyholder are obliged to cooperate with the Insurer in exercising his/her rights towards the persons responsible for the injury;
2. The Insured Person shall be obliged to assist and provide to the Insurer all documents, evidence and information, necessary for filing a recourse claim from the Insurer against the persons responsible for the damage, in original or notarized duplicate;
3. the Insured Person's objection to exercise his/her rights against the person liable for the damage have no effect against the Insurer.

Art. 50. (1) Any relationship between the parties in connection with the performance of the Contract must be settled in writing.

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

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

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

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

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

Art. 51. (1) The Insurance Contract is regulated by the current legislation of the Republic of Bulgaria.

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

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

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

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

VIII. Final Provisions

Art. 52. (1) The present Terms and Conditions:

1. are accepted by the Board of Directors of Euroins Insurance JSC by decision of 05.08.2020 and enter into force on 01.09.2020;
2. are amended and supplemented by a decision of the Board of Directors of Euroins Insurance JSC of 17.09.2024, effective from 01.10.2024;
3. may be modified and/or supplemented on a case-by-case basis by special terms or supplements.

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