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Terms and Conditions

for Bank Credit Card User

Insurance

Article 1

Terms

Specific terms in the subject Terms and Conditions shall have the following meaning:

Insurer: UNIQA osiguranje d.d. Zagreb;

Policyholder: Raiffeisenbank Austria d.d. <Raiffeisenbank Austria Plc.> Zagreb;

Insured: Raiffeisenbank Austria d.d. bank credit card user Zagreb;

Insurance beneficiary: the insurance beneficiary for insurance compensation in cases of accidental death is Raiffeisenbank Austria d.d., up to the amount of the credit card debt. For all other insurance compensations, the insured is the insurance beneficiary, and in the case of their death, their legal successors.

Article 2

Who can be insured?

A natural person, resident or non-resident of the Republic of Croatia, who is a credit card user with Raiffeisenbank Austria d.d. Zagreb.

Article 3

Territory of insurance validity

Insurance is valid throughout the world outside the Republic of Croatia, except for the accidental death insurance, which is valid in the Republic of Croatia as well.

Article 4

Insurance premium

The insurance premium shall be paid once for the insurance year.

Article 5

Insurance period and insurance coverage

The insurance contract commences at 00:00 hours on the day that was marked for each insured on the list drawn up by the policyholder and submitted to the Insurer. The insurance period is 12 months and it ends at 24:00 hours on the final day of the twelfth month, calculating from the commencement of the insurance.

The insurance is renewed year after year (12 months), unless any of the parties cancels it and provided that the insurance premium has been paid prior to the beginning of the following year. Each contracting party may terminate the individual bank credit card user insurance contract by notifying the other party thereof in writing at least 30 days before the expiry of the twelfth month of the current insurance year.

The policyholder may terminate the insurance contract, in particular because the premium has not been paid or the insured does not settle their credit card obligations.

The insurance coverage commences with each crossing of the state border of the Republic of Croatia and ceases upon the passing of four continuous weeks from the crossing of the state border of the Republic of Croatia, provided that the insurance premium has been paid. In all cases, the insurance coverage ceases when returning to the Republic of Croatia at the time of the crossing of the state border of the Republic of Croatia.

Paragraph 3 of this Article does not apply to accidental death insurance. In case of accidental death insurance, the insurance coverage commences and ends at the beginning and the end of the insurance in accordance with the provisions referred to in paragraph 1 of this Article, provided that the premium has been paid.

Article 6

Rights under the insurance

Insurance protection encompasses only those rights under the insurance (Articles 7 to 9) that are contracted for each individual insured.

Article 7

Accidental death

In the event of death of the insured caused by an accident, the Insurer shall pay the insurance compensation specified in the insurance contract. An accident is a sudden event, independent of the will of the insured, affecting their body externally, mechanically or chemically, causing bodily injury or death.

The following events that do not depend on the will of the insured shall also be considered an accident:

- drowning,
- burns, burns caused by boiling water, lightning strike or electric shock,
- inhalation of gases or vapours, penetration of toxins, acids or alkali into the body, except if such impacts occurred gradually.

Diseases, not even contagious diseases resulting from an accident, are not considered an accident.

The insurance shall also cover an accident that occurs while the insured is traveling as a passenger on a motor aircraft (airplane, etc.), properly licensed for passenger transport, with the exception of flying boats and any ultra-light aircrafts.

Air passenger shall mean a person who is not a member of the crew, does not perform a function related to the operation of the airplane and who does not use an airplane for purposes of professional activity.

Insurance protection does not cover any accidental death due to practising sports, if the person is engaged in professional sports and for a fee.

Article 8

Costs for medical services

8.1. Indispensable costs of necessary medical treatment

The Insurer shall indemnify indispensable medical treatment costs caused by illness or an accident during traveling abroad,

- the indispensable costs of medical treatment due to illness or accident including the costs of the necessary medications prescribed by a physician

The Insurer shall bear the costs of necessary medical treatment up to a maximum of EUR 10,000 per insurance year. In each individual case, the insured's self-retention amounts to 10% of the costs incurred.

The Insurer shall bear the costs of dental treatment aimed at eliminating acute pain of up to EUR 150 during one trip, i.e. up to a maximum of EUR 300 during one insurance year.

8.2. Hospital daily allowance

In case of an indispensable medical treatment in a hospital that lasts for more than one day and is caused by an accident or illness of the insured which occurred during traveling abroad, the Insurer pays the insured a daily allowance for each calendar day of hospital stay for a maximum of 30 days for one trip, i.e. 60 days during one year of insurance.

Treatment is considered a hospital treatment (inpatient) only if the type of treatment requires that one stays in a hospital or the department for at least 24 hours.

The Insurer pays a hospital daily allowance for each day spent in hospital treatment in the amount of EUR 25 and for Switzerland and the US the amount is EUR 50.

8.3. The costs of medically necessary transportation of the insured to a nearest hospital or clinic

The costs of medically necessary transportation are the costs of transportation of the insured who was injured or who fell ill abroad, from the place of accident or the place of current residence abroad to the nearest adequate hospital or clinic. Medically necessary transportation shall be recommended by a physician or conditioned by the medical condition of the insured.

The Insurer covers the costs of necessary transportation to the nearest hospital i.e. clinic if the transportation is organized by UNIQA osiguranje d.d. help desk, with a 10% of self-insured retention of the costs incurred.

If the transportation is not organized by UNIQA osiguranje d.d. help desk, the Insurer covers these costs up to a maximum amount of EUR 1,000.

8.4. The costs of medically prescribed transportation of the insured to the country of residence (repatriation)

In case of an accident or illness of the insured, the Insurer shall reimburse the costs of medically prescribed transportation of the insured from abroad to one of the Croatian hospitals or to a permanent place of residence of the insured.

Conditions for such transportation of the insured are, other than the insured's capacity for transportation, the following:

- that the insured's life is in danger or
- that it is anticipated that hospital stay may last for more than 5 days and if there is medical recommendation to return.

The Insurer covers the total costs of necessary transportation to the country of residence if the transportation is organized by UNIQA osiguranje d.d. help desk, with a 10% self-insured retention of the costs incurred.

If the transportation is not organized by UNIQA osiguranje d.d. help desk, the Insurer covers these costs up to a maximum amount of EUR 1,000.

8.5. Transportation costs in the event of death of the insured

In the event of death of the insured during traveling abroad, costs of transportation from abroad to their last place of residence in Croatia shall be covered.

The Insurer covers the costs of transportation of the insured to the country up to a maximum amount of EUR 1,000.

Article 9

Costs for travel abroad by airplane

Costs according to item 9.1 and 9.2 of this article are covered by insurance only if the airline ticket is purchased with any card of the insured issued by Raiffeisenbank Austria d.d. The amounts referred to in item 9.1 and 9.2 cover by insurance the costs of persons traveling with the insured only if their airline tickets were purchased with any card of the insured issued by Raiffeisenbank Austria d.d.

9.1. Indispensable costs in case of flight delay

The Insurer shall cover the indispensable costs of the insured in case of:

- a flight delay of more than 4 hours;
- in the event of a flight delay and missing the next connecting flight due to the flight delay.

The Insurer covers the indispensable expenses in case of a flight delay up to a maximum of EUR 125 per trip and a maximum of EUR 300 during one insurance year.

The insured's self-insured retention amounts to 5% of the costs incurred.

The indispensable costs shall be the costs for food, drinks, newspapers, etc., and if flight is delayed for more than 24 hours, overnight stay costs.

The flight delay is proven by the appropriate attestation of the airline company and the amount of costs incurred by original invoices.

9.2. Necessary costs caused by loss or delay of luggage

The insurer covers the indispensable costs of the insured caused by the delay of luggage for more than 4 hours or its loss.

If the insured's luggage is delayed for more than 4 hours or is lost, the Insurer covers the indispensable costs incurred to the insured due to missing personal luggage (e.g. toiletries, indispensable replacement clothes, etc.) up to a maximum of EUR 50 during one trip.

If the luggage of the insured is delayed for more than 2 days, the insurer covers the necessary expenses of the insured up to the amount of EUR 350 for one trip.

The maximum amount of reimbursement for indispensable costs during one insurance year is EUR 1,050.

The insured's self-insured retention amounts to 5% of the costs incurred for each insured event.

Luggage delay is proven by the appropriate attestation of the airline company and the amount of costs incurred by original invoices.

Article 10

Exclusions from insurance cover

The insurance cover excludes events caused by:

- procedures and taking medicines contrary to a physician's instructions;
- treatment that started prior to the conclusion of the insurance contract;
- treatment of chronic diseases, except in the case of acute attacks until the moment when the insured's life is in danger;
- traveling abroad for the purpose of treatment;
- dental treatment which is not aimed at relieving acute pain;
- mental illnesses;
- termination of pregnancy and medical examinations during pregnancy and childbirth, except for premature births - at least two months before the term;
- consumption of alcohol, as well as use of narcotic drugs and medicines and if the insured was under the influence of alcohol and/or drugs at the time of the insured event;
- cosmetic treatments, cosmetic procedures, rehabilitation;
- preventive vaccination;

- war and war events, revolutions, terrorist acts, rebellions, hostile aggressions, and premeditated criminal offenses;
- professional practice of sports in public sports competitions and trainings;
- mountaineering, rafting, rowing, competitive sailing, bungee jumping;
- using an airplane as a member of the crew, i.e. as a person who performs a function related to the operation of the airplane and who uses an airplane to exercise the insured's professional activity;
- parachuting;
- speleological activities;
- underwater diving involving the use of underwater breathing apparatus;
- intentional exposure to dangerous acts, except in the case of taking dangerous actions to rescue their own life or another person's life;
- harmful effects of ionising radiation, nuclear energy, nuclear waste;
- modification of planned trip route;
- missing a flight or a connecting flight due to the insured's fault.

Article 11

When an insured event occurs

When an insured event occurs, it is necessary to immediately contact UNIQA osiguranje d.d. help desk - APRIL, UNIQA contractual partner, at +385 1 3688 330.

When submitting the application, the following information shall be provided:

- name and surname
- date of birth
- the name of the insured's card
- when the travel abroad started and travel duration
- exact place where the insured is situated during the occurrence of the insured event and contact telephone number
- short description of the event and short description of what is required.

If the insured contacts UNIQA osiguranje d.d. help desk by telephone, assistance shall be organized according to the circumstances of the event and in consultation with the insured, by providing necessary information, organizing medical services and reimbursing the costs of medical services and expenses of traveling abroad by airplane under the subject Insurance Terms and Conditions.

Article 12

Indemnification under the Insurance

The insured is obliged to submit to the Insurer, as soon as possible after the end of the trip and within three months of the end of the trip, all original evidence they possess regarding the duration of the trip abroad and the use of indemnity and services in accordance with the subject Terms and Conditions: travel orders, copy of the passport or other evidence of travel duration, invoices, other evidence of payment of costs, appropriate flight delay attestations by the airline companies, appropriate luggage delay attestations, discharge papers, other medical documentation, opinions and other documentation issued by physicians, i.e. health institutions and others.

Discharge papers, instructions and invoices issued by physicians, i.e. health institutions shall contain: name and surname and date of birth of the treated person, diagnosis in Latin, medical history and treatment services, duration of treatment and confirmation of payment.

In the event of the death of the insured caused by an accident, the Insurer shall be provided with all of the evidence relating to the death of the insured, in particular the death certificate, evidence of cause of death, record of inspection, certificate of succession.

Raiffeisenbank Austria d.d. undertakes to provide the Insurer with all evidence related to insured events, i.e. all information at their disposal, on the basis of which the necessary evidence can be obtained.

The Insurer is entitled to request all other relevant evidence relating to each insured event that are, due to the circumstances of a particular event, essential for determining the insurer's liability and the amount thereof.

If the insurance indemnity (insurance compensation) is paid in HRK, the middle exchange rate of the Croatian National Bank is applied on the day of payment for the conversion of the currency.

If the costs are covered by other voluntary or mandatory insurance, the compensation shall first be paid from such insurance. The insured is obliged to provide the Insurer with all legal remedies to exercise the right of recourse.

The insured persons authorize UNIQA to collect all necessary evidence and data from third parties (if necessary) and relieve them of their non-disclosure obligation.

UNIQA has the right to, in accordance with statutory provisions and on behalf of the insured, request indemnification from a third party responsible for the damage up to the amount of expenses paid to the insured.

Article 13

Out-of-court settlement of complaints and disputes

The Contracting Parties agree and accept the obligation to resolve the disputes arising out of the Bank Credit Card User Insurance contract that the subject Terms and Conditions form an integral part of, in the out-of-court procedure with the Insurer.

The Contracting Parties agree that any disputes, complaints and misunderstandings arising from the Insurance contract shall be reported to the other Party without delay.

Entities referred to in the Insurance contract submit their complaints to UNIQA osiguranje d.d. at the address of UNIQA osiguranje d.d. registered office or at the address of the sales office by letter, fax or e-mail.

Complaints are resolved in accordance with the Ordinance on Handling Complaints adopted by the UNIQA osiguranje Board. Each complaint is resolved in two instances, in the first the competent person of the organizational unit of the Insurer to which the complaint refers to decides on the complaint, and in the second instance a commission of 3 members decides on the complaint.

If disputes concerning the issues of valid occurrence, breach or termination of the insurance contract have not been settled amicably with the Insurer, in one of the ways provided for by the preceding paragraphs of this article, a mediation procedure may be initiated in one of the competent mediation organizations in the Republic of Croatia, according to the prior written agreement of the Contracting Parties and the terms of such agreement. If the subject disputes are not resolved by mediation within 60 days after the submission of a request for mediation or within another period agreed upon by the parties, the parties shall not have any obligations under the provisions from this item and can initiate proceedings before a court.

In the case of a dispute between the policyholder, i.e. the insured and the Insurer, the territorially competent court shall be one according to the registered office of the Insurer.

Article 14

Final provisions

The Insurer and the help desk of UNIQA osiguranje d.d. - APRIL are not responsible for delays and inability of providing the contracted service in the event of strikes, explosions, demonstrations, barriers to free traffic, sabotage, terrorism, civil or international war, consequences of radioactivity and other similar cases that prevent the provision of the contracted services.

The Insurer and the help desk of UNIQA osiguranje d.d. - APRIL are not responsible for the quality of services provided by third parties and all possible complaints are solved directly with the service provider.

The legislation of the Republic of Croatia shall be applicable with regard to the subject insurance. The place of implementation is the registered office of the company UNIQA in Zagreb.

For disputes arising from the application of these terms and conditions, the court of competent jurisdiction is a court in Zagreb.

The Croatian Financial Services Supervisory Agency, with seat in Zagreb, shall be competent for supervising the Insurer.

These Insurance Terms and Conditions apply from 1 June 2007.