

General terms and conditions

Travel Insurance: Travel Cancellation And Interruption

Subject to these General Terms and Conditions Allianz Bulgaria Insurance Ins.Co.Ltd., hereinafter referred to as 'Insurer', and the person specified in the insurance policy as 'Policyholder', hereby enter into a Travel Assistance: Travel Cancellation and Interruption insurance contract, hereinafter referred to as the 'insurance'.

I Scope of insurance

1.1 Subject to these Terms and Conditions, the Insurer shall provide an insurance coverage and shall pay the costs specified by type and up to the limits shown on the insurance policy, in the following cases:

- A Cancellation or interruption of an organized trip (Section A); or
- B Cancellation of a plane ticket (Section B), when the organized trip/plane ticket is purchased from/through a tour operator or a travel agent.

II Insured persons

2.1 Any individuals, irrespective of their nationality, of up to 60 years of age inclusive can be insured under the insurance. In the event of an additional agreement between the Insurer and the Policyholder, individuals of over 60 years of age can also be insured.

III Territorial scope of insurance

3.1 The insurance shall be valid all over the world, including on the territory of the Republic of Bulgaria.

IV Signing, coming into force and period of insurance

- 4.1 The insurance shall be signed by virtue of a written proposal submitted by the Policyholder wherein the Policyholder must specify exactly and thoroughly all existing details which are known to him or which, having taken all due care, must be known to him and are important for the risk. The Policyholder may not be insured under this insurance.
- 4.2 The insurance contract shall be signed in the form of an insurance policy and shall be executed by the Policyholder or a representative thereof. Policyholder's proposal, the General Terms and Conditions of the insurance, Special Terms and Conditions, additional agreements and any other written arrangements (if any) by and between the parties shall be an integral part of the insurance contract.
- 4.3 The insurance contract with a Section A coverage shall be signed on the day of execution of an organized trip contract, whereas with a Section B coverage – when purchasing the airplane ticket provided that until the time of the flight there are not less than 48 hours left. In case that the insurance contract with a Section A coverage is signed after the date of execution of the organized trip contract, but provided that until the trip starting date there are not less than 31 days left, effective from the date of execution of the insurance, the starting date of the insurance policy shall be deemed to be the 10th day upon the date of execution thereof (not less than 21 days prior to the trip starting date).
- 4.4 The insurance shall be signed for the period specified in the policy and shall come into force and effective at 00:00h on the starting date specified in the policy, provided that the insurance premium has been paid, unless otherwise agreed in writing by and between the parties. The final validity date of the Section A

insurance shall be the final date of the tourist travel and of the Section B insurance – the date of the return flight.

- 4.5 The policy shall specify the details of the Policyholder as well as the details of the Insured (name and Personal ID Number or any other personal details). The Insurer may require in writing any other information which the Insurer deems significant for the risk assessment of the insurance.
- 4.6 If any details incorrectly specified or concealed by the Insured are found, which if the Insurer had been aware of he would not have signed the insurance or would have signed it under different terms and conditions, the Insurer may:
 - 4.6.1 in the event of intentionally incorrect or concealed details, amend the terms and conditions of the insurance (including the cover limit and/or additional premium), terminate the insurance before the agreed date and/or refuse to pay any benefit subject to the provisions of Article 189 of the Insurance Code.
 - 4.6.2 in the event of unintentionally incorrect or concealed details, amend the terms and conditions of the insurance, terminate the insurance before the agreed date and/or reduce the benefit subject to the provisions of Article 190 of the Insurance Code.

V Definitions

- 5.1 Policyholder under these General Terms and Conditions is the person who signs the insurance contract and pays the insurance premium. The Policyholder may be any individual or entity, organization or unincorporated entity;
- 5.2 Insured, subject to these General Terms and Conditions, is an individual whose name is written in the insurance policy and who makes use of an insurance coverage under this insurance;
- 5.3 Tour Operator, subject to these General Terms and Conditions, is a person registered under the Tourism Act to carry on a tour operator business, namely to organize group or individual tourist trips with a total price and sale of trips directly and/or via a travel agent under a contract and a voucher of end user;
- 5.4 Travel Agent, subject to these General Terms and Conditions, is a person registered under the Tourism Act to act as an agent in the sale of organized trips, passenger transport by air, water and bus; to provide booking, visa, tourist guide and any other additional services as well as tourist travel-related insurances;
- 5.5 Accident, subject to these General Terms and Conditions, is an event that has occurred suddenly not of Insured's will at a certain place and at a certain time during the validity period of the insurance that has led to the death or a body injury of the Insured as a result of any sudden and unforeseen impacts of external origin, mechanical, thermal, chemical or toxic factors, which the Insured has not intentionally caused to himself as well as any sprained, pulled or torn joints, tendons and muscles. An accident is also any event that has led to the death or body injuries of the Insured when saving the life of a man or any property, or as a result of any mandatory prevention immunizations;
- 5.6 Illness, subject to these General Terms and Conditions, means any illness with an acute beginning and a progressive course newly occurred during the period of insurance;
- 5.7 Preceding and Chronic Disease, subject to these General Terms and Conditions, means any disease for which a medical consultation or medical care has been obtained, or the Insured has been directed for treatment, surgical intervention, tests, or follow-up checks in a health facility, in the period specified for the relevant disease before the insurance comes into force and effect or before the commencement of any trip.
- 5.8 Theft, subject to these General Terms and Conditions, is such an act as provided for by Article 195, paragraph 1, subparagraphs 3 and 4, in conjunction with Article 194, paragraph 1 of the Penal Code of the Republic of Bulgaria, namely: taking any personal property from somebody else's possession without their consent with the intention of misappropriation and the theft has been done by destroying, breaking, or undermining any steady barriers put to protect any persons or property or by using any motor vehicle, technical means or any special method;
- 5.9 Robbery, subject to these General Terms and Conditions, is such an act as provided for by Article 198, paragraph 1 of the Penal Code of the Republic of Bulgaria, namely: to take any personal property from somebody else's possession with the intention of misappropriation for which the perpetrator uses any force or threatening.
- 5.10 Close Relatives, subject to these General Terms and Conditions, are spouses or individuals living together without marriage (having the same current residence for at least six months); relatives of direct line of descent (with no limitation to the degrees of descent); relatives of collateral line of descent and connected by marriage up to the second degree; a spouse of a parent; a child of a spouse;
- 5.11 Heirs, subject to these General Terms and Conditions, are the lawful heirs of the Insured as provided for by the Inheritance Act.;
- 5.12 Organized Trip, subject to these General Terms and Conditions, are prepaid tourist services organized by a tour operator provided to the Insured by the tour operator or by a travel agent under a signed contract;
- 5.13 Plane Ticket, subject to these General Terms and Conditions, is a document on paper or on any equivalent display medium, including in an electronic form, certifying the existence of a contract for the carriage of a passenger issued or authorized by a tour operator or a travel agent;
- 5.14 Trip Interruption, subject to these General Terms and Conditions, is an interruption of an organized trip that has already begun with returning home earlier than the planned date;
- 5.15 Acts of Nature, subject to these General Terms and Conditions, is any acts of God beyond human control which lead to considerable human and/or material losses and include: hydro-meteorological: floods and high waves, hailstorms,

thunders and windstorms, landslides, avalanches, intense snowfalls, snowstorms, silver frosts, glaciations and snow-drifts, draughts and related natural disasters (extreme temperature and fire); geophysical: earthquakes, tsunamis and volcano eruptions; biological: diseases of epidemic and episodic nature, infestations;

- 5.16 Adverse Weather Conditions, subject to these General Terms and Conditions, are information from an authorized meteorological service about watching for or expected occurrence of some significant meteorological phenomena on the route, which may affect the safety of the organized trip and/or the flights of the air carriers;
- 5.17 Hospitalization is the act of placing an Insured in a healthcare facility for treatment due to any illness or accident, which facility holds the relevant license, admits, takes care of, and provides treatment to sick people or people of impaired health as hospitalized patients, and provides diagnostic and treatment equipment;
- 5.18 Physician is a person legally authorized and registered to practice medicine.

VI Insurance covers

section A: Cancellation and Interruption of Organized Trip

- 6.1 Cancellation of Organized Trip
- 6.1.1 The Insurer shall reimburse the Insured for all financial losses suffered by the latter being non-recoverable deposits and amounts paid by the Insured under an organized trip contract in case that the prepaid organized trip must be cancelled due to any of the following changes in circumstances beyond the control of the Insured of which the Insured was not aware of in advance and which occurred after the signing of the insurance:
 - 6.1.1.1 Insured's death;
 - 6.1.1.2 An accident or illness of the Insured, including intolerance to vaccines (only such prescribed by a physician), as a result of which on the trip starting date the Insured is under treatment and the medical results are counter-indicative to the trip;
 - 6.1.1.3 Unexpected worsening of a chronic disease of the Insured which has necessitated hospitalization and the medical results in this connection are counter-indicative to the trip;
 - 6.1.1.4 Insured's pregnancy complications provided that the pregnancy has been medically established and confirmed after the signing of the insurance;
 - 6.1.1.5 Insured's employment contract terminated by the Employer, save for any disciplinary dismissal or termination of the contract by mutual agreement;
 - 6.1.1.6 Delivery of a notice for a divorce filed by a spouse;
 - 6.1.1.7 If the Insured is hired as a juryman or is summoned as a witness in court (except for being summoned as an expert);
 - 6.1.1.8 Malicious actions, thefts or robberies within the meaning

of Article 195, paragraph 1, subparagraph 3 and Article 198, paragraph 1 of the Penal Code in the Insured's home, or any flood, arson, or fire thereof, that have occurred not more than 72 hours before the trip and provided that the damage exceeds BGN 2,000 as well as when the Insured's presence is required by any due government authority in connection with such events;

- 6.1.1.9 Death, life hazard, or hospitalization due to any illness or accident of a close relative of the Insured. The worsening of any preceding or chronic disease of a close relative as of the date of signing of the insurance or the need of care is not deemed an insured event and is not covered by the insurance;
- 6.1.1.10 For a maximum of five (5) people (provided that they fall within the 'close relatives' category) and up to one (1) person (who is not a close relative), who have booked the same organized trip and are insured, shall be deemed that there is a covered insured event when one of the circumstances listed in 6.1.1.1 to 6.1.1.9 have occurred, even if for only one of these persons.
- 6.2 Termination of Organized Trip
- 6.2.1 The Insurer shall reimburse the Insured for all financial losses suffered by the latter being amounts non-recoverable by the tour operator for any unused tourist services in case that any prepaid organized trip must be cancelled and an unplanned return to the Republic of Bulgaria is necessary due to any of the following changes in circumstances beyond the control of the Insured of which the Insured was not aware of prior to the commencement of the trip:
 - 6.2.1.1 Insured's death;
 - 6.2.1.2 An accident or illness of the Insured, including intolerance to vaccines (only such prescribed by a physician), as a result of which the Insured is under treatment and the medical results are counter-indicative to continue the trip;
 - 6.2.1.3 Unexpected worsening of a chronic disease of the Insured which has necessitated hospitalization and the medical results in this connection are counter-indicative to continue the trip;
 - 6.2.1.4 Insured's pregnancy complications provided that the pregnancy has been medically established and confirmed after the signing of the insurance and provided that the complication has occurred not later than the 28th week;
 - 6.2.1.5 Malicious actions, theft or robbery within the meaning of Article 195, paragraph 1, subparagraph 3 and Article 198, paragraph 1 of the Penal Code in the Insured's home, or any flood, arson, or fire thereof, and provided that the damage exceeds BGN 2,000 as well as when the Insured's presence is required by any due government authority in connection with such events;
 - 6.2.1.6 Death, life hazard, or hospitalization due to any illness or accident of a close relative of the Insured. The worsening of any preceding or chronic disease of a close relative as of the date of signing of the insurance or the need of care is not deemed an insured event and is not covered by the insurance;
 - 6.2.1.7 For a maximum of five (5) people (provided that they fall within the 'close relatives' category) and up to one (1) person (who is not a close relative), who have booked the same organized trip

and are insured, shall be deemed that there is a covered insured event when one of the circumstances listed in 6.2.1.1 to 6.2.1.6 have occurred, even if for only one of these persons.

- 6.2.2 In the cases specified in clause 6.2.1, and provided that the Insured has informed the Assistance center of the Insurer, the Insurer shall reimburse the Insured the amount of the unused part of the price of the tourist trip calculated pro rata to the unused period.
- 6.2.3 Insurer's liability under clause 6.1.1 and clause 6.2.1 shall be up to the total limit shown in the insurance policy for one event and in aggregate for all events within the insurance period.

Section B: Cancellation of Plane Ticket

6.3 Cancellation of Plane Ticket

- 6.3.1 The Insurer shall reimburse the Insured all the expenses incurred for rebooking or the part of the plane ticket unrecoverable by the carrier in case of a cancellation of a purchased plane ticket due to any of the following changes in circumstances beyond the control of the Insured of which the Insured was not aware of in advance and which have occurred after the signing of the insurance:
 - 6.3.1.1 Insured's death;
 - 6.3.1.2 An accident or illness of the Insured, including intolerance to vaccines (only such prescribed by a physician), as a result of which on the trip starting date the Insured is under treatment and the medical results are counter-indicative to the trip;
 - 6.3.1.3 Unexpected worsening of a chronic disease of the Insured which has necessitated hospitalization and the medical results in this connection are counter-indicative to the trip;
 - 6.3.1.4 Insured's pregnancy complications provided that the pregnancy has been medically established and confirmed after the signing of the insurance and provided that the complication has occurred not later than the 28th week;
 - 6.3.1.5 Malicious actions, theft or robbery within the meaning of Article 195, paragraph 1, subparagraph 3 and Article 198, paragraph 1 of the Penal Code in the Insured's home, or any flood, arson, or fire thereof, and provided that the damage exceeds BGN 2,000 as well as when the Insured's presence is required by any due government authority in connection with such events;
 - 6.3.1.6 Death, life hazard, or hospitalization due to any illness or accident of a close relative of the Insured. The worsening of any preceding or chronic disease of a close relative as of the date of signing of the insurance or the need of care is not deemed an insured event and is not covered by the insurance;
 - 6.3.1.7 For a maximum of five (5) people (provided that they fall within the 'close relatives' category) and up to one (1) person (who is not a close relative), who have purchased a plane ticket for the same flight when one of the circumstances listed in 6.3.1.1 to 6.3.1.6 have occurred, even if for only one of these persons.
- 6.3.2 The insurance cover under this Section is valid for flights from the territory of the Republic of Bulgaria.

VII. Exceptions

- 7.1 No insurance cover is provided and the Insurer shall not reimburse any expenses for events that have occurred as a result of any of the following circumstances:
 - 7.1.1 Any unwillingness or impossibility of the Insured to travel or continue any trip that has already started unless the reason for that is any of the circumstances specified in clause 6.1.1, clause 6.2.1 or clause 6.3.1;
 - 7.1.2 Mental disorders and diseases of the nervous system (except for their initial occurrence with hospitalization after the signing of the insurance), organ transplantations, dialysis, HIV (human immunodeficiency virus) and/or any HIV-related disorder (including AIDS - acquired immunodeficiency syndrome), any permanent anatomical, physiological or mental injury;
 - 7.1.3 The following diseases or existing sufferings if they have been diagnosed and/or treated in the past 12 months prior to the signing of the insurance: heart disorders, apoplectic strokes, oncological disorders, diabetes, migraine, epilepsy, multiple sclerosis;
 - 7.1.4 Cancellation of the trip or the plane ticket due to pregnancy established prior to the signing of the insurance when applying assisted reproductive methods and the consequences thereof or due to termination of pregnancy or childbirth;
 - 7.1.5 Termination of the trip due to pregnancy, any pregnancy or childbirth, complication after the 28th week from the establishment of the pregnancy, or due to termination of pregnancy;
 - 7.1.6 Any premeditated actions or gross negligence of the Insured or a close relative thereof;
 - 7.1.7 Any crime committed or attempted by the Insured;
 - 7.1.8 Suicide or attempted suicide by the Insured or a close relative thereof;
 - 7.1.9 Events and illnesses caused by the consumption of alcohol, drugs or any other opiates;
 - 7.1.10 Any event or suffering that has occurred or has been expected as of the date of the signing of the insurance;
 - 7.1.11 Any events occurred as a result of any epidemics and pandemics;
 - 7.1.12 Any events that have occurred during a trip which has been undertaken in spite of an official warning and/or recommendation by the Ministry of Internal Affairs of the Republic of Bulgaria or any other government authority;
 - 7.1.13 Any current or planned strikes or protests, commotion military operations or terrorist attacks;
 - 7.1.14 Any change of Insured's plans for financial reasons, disciplinary dismissal of the Insured, or termination of Insured's employment contract by mutual agreement;
 - 7.1.15 Required presence or participation of the Insured in any court or pretrial proceedings, save in the cases specified in clause 6.1.1.7;
 - 7.1.16 Cancellation of a trip or a plane ticket and termination of a trip due to any professional responsibilities of the Insured or any change/cancellation of the Insured's holiday by the Employer;

- 7.1.17 Cancellation of a trip or a plane ticket and termination of a trip due to the death of a close relative of the Insured when the commencement of the trip or the flight is more than 92 days after the date of death;
- 7.1.18 Cancellation of a trip or a plane ticket due to Insured's inability to obtain on time an International passport or visa or due to any regulatory or administrative prohibition/impossibility;
- 7.1.19 Cancellation of a trip due to Insured's failure to perform or inaccurate performance of the clauses of the contract made with the tour operator;
- 7.1.20 Insured's failure to inform the Insurer and the relevant tour operator/travel agent of the cancellation of a tourist trip or a plane ticket having become aware of any of the circumstances specified in clause 6.1.1, clause 6.2.1 and clause 6.3.1;
- 7.1.21 Tour Operator's failure to perform or inaccurate performance of the clauses of the organized trip contract, regardless of the reasons for that;
- 7.1.22 Taking away the license of an air, ship, bus or railway carrier, for which the Insured has a reservation for travelling by an act of an authorized body of the relevant country or an authorized international organization;
- 7.1.23 Carrier's failure to fulfill an obligation to provide any services or transport during any part of the trip, regardless of whether this is due to a bankruptcy, error, insolvency, omission, shortage or otherwise;
- 7.1.24 Cancellation of a trip or a plane ticket and termination of a trip as a result of adverse weather conditions or acts of nature;
- 7.1.25 Cancellation of a trip or a plane ticket and termination of a trip as a result of any cases and events other than the ones specified in clauses 6.1.1, 6.2.1 or 6.3.1.

VIII Insured's actions upon occurrence of an insured event. Payment of an insurance benefit or sum

- 8.1 Upon occurrence of an insured event covered under these General Terms and Conditions the Insured (personally or by an authorized representative) must:
- 8.1.1 Inform within 3 days upon the occurrence or establishment of the event, from Monday to Friday, from 8:30 AM to 5:00 PM on:
Telephone: +359 2 930 23 55/56/57
Fax: +359 2 986 08 10
Email: travel.insurance@allianz.bg
or
Insurer's assistance center, 24 hours, 7 days a week on:
Telephone: +359 2 930 23 90/91
Fax: +359 2 930 24 07
Email: assistance@allianz.bg
- 8.1.2 Inform in writing within 3 days upon the occurrence of the insured event the tour operator/travel agent with whom the tourist trip or plane ticket is booked or paid;
- 8.1.3 At Insurer's request, undergo a medical check-up by a reliable physician of the Insurer;
- 8.2 The obligation of the Insured (or a person authorized thereby) to inform the Insurer and the tour operator/travel agent with whom the tourist trip or plane ticket is booked or purchased as well as Insured's medical check-up by a reliable physician of the Insurer under the terms and conditions laid down in the foregoing paragraph is a condition preceding Insurer's liability to pay any benefit. Upon Insured's failure to fulfill this obligation (with the exception of the force majeure circumstances that have led to Insured's inability to fulfill this obligation), the Insurer may refuse to pay an insurance benefit or reduce the amount thereof.
- 8.3 According to the type of insurance cover (cancellation or termination of an organized trip, cancellation of a plane ticket), in order to file a claim under these General Terms and Conditions, the Insured must, within five (5) business days from the date of submittal of a request to the tour operator to cancel an organized trip or a plane ticket or from the date of return in the Republic of Bulgaria in the event of termination of an organized trip, produce or send to the following address:
ALLIANZ BULGARIA INS.Co. Ltd.
59 Kniaz Dondukov Blvd.
1504 Sofia
the following documents:
- 8.3.1 In case of cancellation of an organized trip:
- 8.3.1.1 Application form of the Insurer;
- 8.3.1.2 Insurance policy (original);
- 8.3.1.3 Organized trip contract (original);
- 8.3.1.4 Financial document certifying payments made to a tour operator/travel agent providing the tourist service;
- 8.3.1.5 Document by the tour operator/travel agent confirming the date of notice of the cancellation of the trip or the plane ticket as well as the sums reimbursed to the Insured from the price of the organized trip or ticket;
- 8.3.1.6 Documents (for instance but not exhaustively listed below) evidencing the occurrence of any of the events specified in Section A and/or Section B and the consequences thereof, namely:
- detailed medical documentation, including case history;
 - patient charts;
 - death certificate and certificate of heirs;
 - document certifying kinship (birth certificate, marriage certificate, etc.);
 - document certifying cohabitation (address registration);
 - employment contract termination order;
 - divorce claim;
 - subpoena to take part in any court and/or pretrial proceedings;
 - document issued by a proper law enforcement authority;
- 8.3.2 In the event of termination of an organized trip, apart from the documents specified in 8.3.1, also:
- 8.3.2.1 Document obtained from the tour operator/travel agency confirming the date of termination of the trip and specification of the services provided for in the organized trip contract that have not been used by the Insured;

- 8.3.2.2 Passenger tickets for the return in the Republic of Bulgaria and documents evidencing indisputably the date of interruption of the tourist trip (confirmation from the tour operator, letter from the hotel the Insured has been staying at, etc.);
- 8.3.3 In the event of cancellation of a plane ticket, apart from the documents specified in clause 8.3.1, also:
- 8.3.3.1 A plane ticket and, in the event of a rebooking, the newly issued ticket;
- 8.3.3.2 Document obtained from the tour operator or the ticket issuer confirming the date the Insured gave notice about the cancellation of the plane ticket and the cancellation conditions according to the tariff plan of the relevant air carrier.
- 8.4 If there are any other valid insurances covering the risks of Section A and Section B, the Insured must inform the Insurer of that circumstance in writing. If there are any other insurances, the Insurer's liability shall be pro rata to the ratio of the limit shown on the policy for the relevant risk and the total limit under all insurances.
- 8.5 Subject to the provisions of Article 105 (4) of the Insurance Code, the Insurer may require that the Insured produce any additional proofs (documents and/or materials), other than the ones specified above, which directly or indirectly refer to the insured event and are necessary to establish the grounds and amount of the claim made to the Insurer.
- 8.6 The insurance benefit shall be paid within 15 days upon proving the grounds and amount of the claim, including upon producing the evidence and documents necessary to establish the claim and any the additional evidence required by the Insurer pursuant to Article 105 of the Insurance Code, unless in the cases laid down in Article 107 (2) of the Insurance Code there is an objective need of a longer period. The Insurer shall not be liable for any delays due to any circumstances beyond Insurer's control.
- 8.7 Subject to the provisions of Article 243 of the Insurance Code, by signing the insurance, the Insurer may receive the whole information necessary in connection with the insured event from any third parties /healthcare facilities, medical specialists, etc./, including in the case of obtaining information which is a corporate or professional secret.
- 8.8 If the claim under this insurance is deceptive in any way whatsoever or the Insured, or any third party acting on the Insured' behalf, uses any deceptive means and/or methods to obtain any advantages under the insurance, all covers and/or benefits under the insurance will be refused and the insurance will be terminated unilaterally without recovery of the insurance premium. The person that has taken the aforesaid actions or omissions will be handed over to the competent authorities for effective enforcement of the liability of that person pursuant to the criminal laws. A deceptive action or omission is every action or omission that deceives or maintains an existing deception in any representatives or employees of the Insurer and/or Insurer's Assistance Center as to the occurrence of the insured event or any other

circumstances significant for the creation of the right to receive assistance and/or insurance benefit and/or for its amount.

- 8.9 In the event of Insured's death all rights and obligations thereof laid down in this section shall be exercised and fulfilled by Insured's heirs.

IX Insurance termination

- 9.1 The insurance shall be terminated upon expiration of its validity period;
- 9.2 Termination of the insurance at the request of the Insured during its validity period shall be allowed provided that:
- 9.2.1 the trip has not commenced;
- 9.2.2 on the date of submittal of the termination request no insured event has occurred or is expected to occur;
- 9.2.3 the tour operator/travel agent has recovered the full price of the trip;
- 9.2.4 in the event laid down in clause 9.2 the Insurer shall recover part of the paid premium calculated pro rata to the days from the date of receipt of the request to the final date of the insurance validity period, deducting 25% from the due amount for administrative expenses;
- 9.4 The insurance shall not be terminated and no insurance premium shall be recovered if the trip has already commenced.

X Applicable law and competent court

- 10.1 To all unsettled matters in these General Terms and Conditions the Bulgarian law shall apply.
- 10.2 All disputes between the parties shall be resolved by negotiations. If during the negotiations the parties fail to reach a mutually acceptable agreement, all disputes arising out of or in connection with these General Terms and Conditions, including any disputes arising out of or in connection with the interpretation, invalidity or performance hereof, as well as any disputes related to the filling of any gaps in these General Terms and Conditions or their adjustment to any newly arisen circumstances, shall be resolved by the competent Bulgarian court having jurisdiction at the place of registration of the Insurer.
- 10.3 The Insurer and the representatives thereof, when carrying out the activities under this insurance, shall be governed by the national and international laws and subordinate legislation at the place of rendering the relevant service and/or assistance by taking actions solely and exclusively if this is admissible by the local law.

XI Rights of regress

- 11.1 If the damages are caused by a third party the Insurer shall enter into the rights of the Insured against the causer of the damage being a risk covered under this insurance up to the amount of

the rendered services and/or assistance and/or the paid benefit.

- 11.2 Any waiver of the Insured of his rights against third parties shall not be effective with regard to the Insurer.

XII Personal data

- 12.1 Subject to Article 19 (1) of the Personal Data Protection Act the Insurer shall inform the users of insurance services that:
- 12.1.1 The Insurer is entered as personal data administrator in the Register kept by the Personal Data Protection Commission;
- 12.1.2 The personal data provided by them are used by the Insurer for the purposes of: signing and performance of the insurance contract and enforcement of the laws; rights and interests of the Insurer in connection with the insurance as well as for the needs of direct marketing, and are also used by other companies of the group of Allianz Bulgarian Holding AD;
- 12.1.3 The provision of their personal data is completely voluntary. Refusing to provide such data shall be a reason for the Insurer to refuse to sign an insurance contract or to take any other action if the lack of such data disables the Insurer to make an objective assessment of the risk of the transaction or otherwise threatens the fulfilment of his legal interests;
- 12.1.4 Every person who has provided personal details shall have an access to them and shall have the right to demand correction thereof subject to the terms and conditions of the Personal Data Protection Act.
- 11.2 By signing this insurance the Insured gives his consent for the personal data provided thereby to be processed and provided by the Insurer for the needs of the insurance, for statistical purposes, and to any other companies of the group of Allianz Bulgaria Holding AD for the needs of direct marketing.

XIII. Final provisions

- 13.1 These General Terms and Conditions may be supplemented or amended on the basis of a written agreement between the parties recorded in the policy or in an appendix thereto.
- 13.2 These General Terms and Conditions as well as all additional agreements or addenda shall be an integral part of the policy.
- 13.3 These General Terms and Conditions were adopted at a meeting of the Board of Directors of Allianz Bulgaria INS.Co.Ltd. held on 6th February 2008 and came into force and effect on 1st March 2008. They were supplemented and amended at a meeting of the Board of Directors of Allianz Bulgaria INS. Co. Ltd. held on 29th May 2012.

