Triglav Insurance SC
blvd. 8-mi Septemvri No. 16
1000 Skopje

triglav

General Terms and Conditions for insurance of persons from the consequences of an accident

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article 1: general provisions

[1] The general terms and conditions for the insurance of persons from the consequences of an accident - (hereinafter: General Terms and Conditions) are an integral part of the Agreement for the insurance of persons from the consequences of an accident, signed between the policyholder of the insurance (hereinafter: the policyholder) and Triglav Osiguruvanje AD, Skopje (hereinafter: insurer)

[2] These General Terms and Conditions regulate the relationship between the insurer and the policyholder for the agreed forms of insurance in case of:
- death due to an accident,
- permanent disability,
- temporary incapacitation to work (daily allowance),
- accommodation and treatment in a hospital (reimbursement for a inpatient day),
- medical expenses incurred due to health impairment due to an accident.

Other events are regulated with Special or Additional Terms and Conditions, or by special provisions in the insurance policy.

[3] The terms specified in these General Terms and Conditions shall have the following meanings:
- **policyholder** is a natural person or legal entity who signs the Insurance Agreement with the insurer;
- **the insured** is a person who is the beneficiary of the insurance policy, and whom the insurer has accepted for insurance and for whom an insurance premium has been paid;
- **a bidder** is a person who wants to sign an insurance agreement and for that purpose submits an offer to the insurer;
- **a beneficiary of the insurance** is a person to whom the insurer pays the insurance amount, that is, the compensation;
- **an insurance policy** is a document for the signed insurance agreement;
- **a sum insured** is the maximum amount of insured amount up to which the insurer provides coverage according to the insurance policy;
- **an insurance premium** is an agreed amount that the insurance policyholder pays to the insurer;
- **disability** is a total or partial loss of the general working capacity due to an accident.

article 2: signing of the insurance agreement

[1] The insurance agreement is signed based on an offer and is considered concluded when both parties sign it.

[2] The insurer has the right to ask the bidder to submit a written offer on a special form, which shall be basis for concluding the insurance agreement.

[3] If the insurer does not accept the offer, it is obliged to notify the bidder in writing within 8 days from receiving the offer. If within that period the insurer does not reject the offer that does not deviate from the terms and conditions under which the insurance is concluded, the agreement is considered to have been concluded on the day when the insurer received the offer.

[4] If the insurer is ready to accept the offer only under the Special Terms and Conditions, the insurance starts from the day when the policyholder accepted the Special Terms and Conditions.

[5] It is considered that the bidder has withdrawn from the offer if the bidder has not accepted the Special Terms and Conditions within 8 days from the receipt of the notification sent by the insurer with registered mail.

[6] The insurance agreement is concluded when the policyholder and the insurer sign the insurance policy or the cover letter.

[7] The insurance agreement is null and void if, at the time of its conclusion, the insured event has already occurred, was occurring, has been occurring, or was certain it would occur. In such a case, the already paid premium is returned to the policyholder.

article 3: form of the insurance agreement

[1] The insurance agreement and all its annexes are valid only if they are concluded in writing.

[2] All requests, notifications and statements are considered timely if they are submitted within the deadlines established by these General Terms and Conditions. The day when a document is submitted to the post office as a registered mail is considered as the day of receipt of such document.

article 4: persons who may be insured under these terms and conditions

[1] Any person at the age from 14 to 75 may be insured. Persons under the age of 14 and over the age of 75 may be insured under Special or Additional Terms and Conditions.

[2] Persons whose general working capacity is reduced due to serious illness, severe physical defects or deficiencies in the sense of Article 8, paragraph 1, point 6, are insured by paying an increased premium.

[3] Persons with completely impaired working capacity are in any case excluded from insurance, unless otherwise stipulated by law.

article 5: definition of accident

[1] An accident is any sudden and event independent of the insured›s will, which acts mainly from the outside and suddenly on the insured›s body, and which results in his/her death, full or partial disability, temporary inability to work or health impairment for which the insured necessitates medical assistance, i.e. hospital treatment. The following shall be considered an accident: run over, collision, impact with or from any object, electric shock or lightning, fall, slip, roll, wounding by weapons or other objects or explosive substances, stabbing by any object, blow or bite of animals and sting of insects, unless such a bite caused some kind of infectious disease, food or chemical poisoning due to the insured›s ignorance, except for occupational diseases, infection of injuries caused by a traffic accident, poisoning due to inhalation of gas or fumes from poisonous substances, except for occupational diseases, burns from fire or electricity, hot objects, liquids or fumes, acids, alkalis, etc., drowning and immersion, suffocation or asphyxiation due to burying.

[2] The following is also considered as an accident:
- food poisoning resulting in the death of the insured;
- excessive physical effort or sudden physical movements caused by an unforeseen external event, which as a result causes a joint displacement, breaking healthy bones, breaking of permanent healthy teeth, if such conditions are established immediately after the injury in a hospital or other health facility;
- impact from light, sunlight or temperature, if the insured was exposed to such an effect due to an accident that occurred immediately before or because of saving a human life.

[3] In the sense of these General Terms and Conditions, the following is not considered as accident:
- all common infectious occupational and other diseases;
- a state of mental dysfunction regardless of the cause;
- abdominal, umbilical, water or other types of hernias, with the exception of those caused by direct injury to the abdominal wall under the direct influence of an external mechanical force, if after the injury, in addition to a traumatic hernia, there was a clinically ascertained injury of the soft parts of the abdominal wall in that area;
- infections and diseases that occur due to various forms of allergy, cutting or removing blisters and skin growths;
- anaphylactic shock, unless it occurred during treatment as a result of an accident;
- excessive physical exertion, sudden bodily movements that occur without external action, which do not cause the consequences specified in count 2, paragraph 2 of this Article;
- intervertebral hernia (hernia disci intervertebralis) regardless of the cause, all types of lumbago, discopathy, sacralgia, cervicobrachialgia and other forms of nerve root irritation, myofasciitis, coccydynia, sciatica, fibrositis, all changes of the renal-sacral region that are indicated with analogous terms and repetitive (common) sprains or twists of the same joint;
- consequences that occur due to delirium tremens and due to the effect of intoxication or other psychotropic substances;
- consequences of medical procedures performed for the treatment or prevention of a disease;
- pathological changes of bones, jaws, cartilages and pathological epiphysiolysis;
- systemic neuromuscular diseases and endocrine diseases.

article 6: duration of insurance and coverage

[1] The insurance commences at 24:00 on the day that is stated in the policy as the insurance commencement date, and ends at 24:00 on the day indicated in the policy as the insurance expiration date.

[2] If only the commencement date is indicated on the policy, the insurance is extended year after year, until one of the parties cancels it.

[3] The insurance ends for each insured, regardless of whether and for how long it was agreed, at 24:00 on the day when:
- death of the insured has occurred or 100% disability was established;
- the insured became disabled in the sense of Art. 4, paragraph 3 of these Terms and Conditions;
- the insurance year in which the insured reached 75 years of age is to expire;
- the period stipulated by Article 11, paragraph 3 of these Terms and Conditions is to expire, and the premium or the instalment thereof has not been paid.

[4] The Agreement is terminated in accordance with Article 16 of these Terms and Conditions.

[5] The insurance coverage begins at 24:00 hours from the day specified on the policy as the commencement of the insurance, and not earlier, but at 24:00 hours from the day on which the first premium or premium instalment was paid. If payment of the premium is agreed with the letter of credit, the insurance coverage begins at 24:00 on the day indicated on the policy as the commencement of the insurance, that is, at the hour indicated on the policy as the commencement of the coverage.

[6] The insurance coverage ends no later than 24:00 on the day when the insurance expires.

article 7: territorial coverage

[1] Insurance from the consequences of an accident (accident) is territorially unlimited, with the exception of countries and territories where military actions are taking place or their initiation is certain.

article 8: scope of insurer's obligations

[1] When an accident occurs in the sense of these Terms and Conditions, the insurer pays the amounts agreed in the Insurance agreement, such as:
- sum insured in case of death, if the insured died due to an accident, that is, sum insured for disability, if the insured was completely (100%) disabled due to an accident;
- a percentage of the sum insured for disability that corresponds to the percentage of partial disability, if due to an accident, insured was partially disabled;
- daily allowance in accordance with Article 15, paragraph 7 of these General Terms and Conditions, if the insured was temporarily unable to perform his regular work tasks due to an accident;
- reimbursement of treatment costs in accordance with Article 15, paragraph 8 and 9 of these General Terms and Conditions;
- compensation for inpatient day in accordance with Article 15, paragraph 11 of these General Terms and Conditions;
- other agreed payments according to the Special or Additional Terms and Conditions

[2] The liability of the insurer according to the previous paragraph applies to accidents that occur during an activity that is specifically stated in the policy.

[3] The liability of the insurer is recognized for accidents occurring during the duration of the insurance coverage, and only for those consequences of an accident that occurred and were confirmed by medical documentation in the first year after the accident.

article 9: limitations of the insurer›s liabilities

[1] Unless specifically agreed and if an increased premium was not paid, the agreed sums of insurance are reduced in the ratio of the premium actually paid and the premium that should be paid when the accident occurs:
1) when performing particularly dangerous work such as: dismantling mines, grenades and other explosive devices, chasing during hunting, stunt work and acting in particularly dangerous film roles, performing professional and top sports activities, professional diving;
2) when steering and driving aircrafts and flying devices of all types, except for passengers in public transportation;
3) in motor vehicle races, regardless of the vehicle category, and in training sessions;
4) during participation in individual or organized sports trainings, as well as in public sports competitions in which the insured participates as a registered member of a sports organization or society;
5) during military operations or armed conflicts in which the insured was found, outside the borders of the country of the policyholder, if he/she did not participate actively in them;
6) for persons who have suffered a serious illness, or are seriously ill at the time of the signing the Insurance Agreement, that have congenital or acquired severe physical defects or deficiencies, due to which their general working capacity, according to these Terms Conditions, the sum insured is reduced by more than 50%.

[2] When an accident that happened to the insured as a passenger in a vehicle whose driver at the time of the accident was under the influence of alcohol, narcotics or other psychotropic substances, regardless of the driver›s responsibility for the occurrence of the

traffic accident, then the insurer pays 50% of the sum insured. The insurer pays the same part of the sum insured when the insured did not use a safety helmet or was not wearing a seat belt during the accident, in accordance with the Law on Road Traffic Safety.

[3] If the insured does not comply with the doctor›s instructions, the insurer is not obliged to pay the indemnity in full concerning the increased consequences that have arisen because of such incompliance.

[4] If the deterioration of health caused by an accident was also affected by other diseases, degenerative changes, i.e. conditions or defects, the liability of the insurer is reduced in the correspondence with the impact of the diseases, degenerative changes, i.e. conditions or defects.

article 10: exclusions of the insurer›s liability

[1] The insurer›s liabilities are excluded when the condition, i.e. the injury occurred due to the following or is related to:

1) earthquake;
2) military or similar actions, sabotage, terrorist activities, incidents, revolutions and others, regardless of whether the insured participated in them;
3) active participation in armed activities, unless the insured participated in them while performing his work tasks or at the call of the authorized bodies in the country of the policyholder;
4) when operating aircrafts and flying devices of all types, vessels, motor and other vehicles that are not registered or are operated without a prescribed valid license for the type of aircraft, vessel, motor and other vehicle. It is considered that the insured has a valid driver›s license when, upon adequate training and examination for obtaining an official license, he/she drives under the direct supervision of a person who, according to the existing regulations, can deliver the required training;
5) psychological disorder, epileptic attack, seizures, heart attack or illness of the insured;
6) attempted or committed suicide;
7) an accident intentionally caused by the policyholder, the insured or the insurance beneficiary are excluded, and if there are several insurance beneficiaries, only the insurance beneficiary who intentionally caused the accident is excluded;
8) contemplation, attempt or execution of a criminal offense, as well as during flight after such act;
9) when the insured participated in a physical confrontation, except in the case of proven self-defence;
10) influence of alcohol, opioids or other narcotics on the insured at the time of the accident.
    It is considered that the accident occurred due to the influence of alcohol, opioids or other narcotics on the insured:
    - if as the driver of the motor vehicle involved in the accident, had more than 10.8 ml/mol (0.5 ‰) of alcohol in the blood or more than 21.6 ml/mol (1‰) of alcohol in other accidents;
    - if the breathalyzer test is positive, and the insured does not ensure that the level of alcohol in the blood is determined in detail with a blood analysis;
    - if he/she refuses or avoids the possibility of determining the degree of alcohol. It is considered that the accident occurred due to the effect of opioids or other narcotics on the insured:
    - if it is determined by a medical examination that he/she gives signs of disturbance due to the use of opioids and other narcotics;
    - if refuses or avoids the possibility of determining the presence of opioids and other narcotics in his body;
    - if it is necessary to establish a cause-and-effect relationship with regard to the occurrence of the accident due to the influence of alcohol, opioids or other narcotics on the part of the insured, the insured is obliged to prove that is not responsible for the occurrence of the accident, otherwise will be considered responsible, which excludes the liability of the insurer;
11) due to direct or indirect influence of atomic energy.

article 11: payment of the premium and consequences of non-payment

[1] The premium is paid in advance, all at once for the entire insurance year. If it is agreed that the annual premium is paid in semi-annual, quarterly or monthly instalments, the premium for the entire insurance year belongs to the insurer. The insurer has the right from any payment under the insurance in question to to withhold the amounts of any unpaid premium instalments for the current insurance year.

[2] The date when the payment order will be recorded by the insurer›s bank is considered the date of payment of the premium.

[3] If the policyholder does not pay the matured premium by the agreed deadline, and if another person with an interest in the insurance does not do so, the Insurance agreement shall be terminated with the expiration of 30 days counting from the day when the policyholder was delivered a notification from the insurer via registered mail with a notification of the due date of the premium, whereby that deadline cannot expire before the expiration of 30 days from the due date of the premium. In any case, the Insurance agreement terminates if the insurance premium is not paid within one year of its due date.

[4] The premium agreed for the entire insurance year belongs to the insurer if the insurance has stopped before the agreed expiration, due to the payment of the insurance sums for death or total disability.

[5] In other cases of termination of validity of the Insurance Agreement before the agreed expiration, the premium belongs to the insurer only until the last day until for which the coverage was valid.

article 12: change of perils during the insurance period

[1] The policyholder, that is, the insured, is obliged to notify the insurer of any change in the regular work tasks, that is, occupation.

[2] If the risk has increased due to such changes, the insurer has the right to increase the premium, and if the risk has decreased, the insurer must propose a reduction of the premium or an increase of the sums of insurance. Such established insurance and premium amounts are valid from the day of the change of occupation.

[3] If the policyholder does not report a change of occupation or does not agree with the increase or decrease of the premium within 14 days, and if an insured event occurs, the sums of insurance are increased or decreased in the ratio equal to the paid premium and the premium that would have been paid.

article 13: reporting of the insured event

[1] The insured who is injured due to an accident is obliged to:

1) to call a doctor as soon as possible, that is, i.e. to call a doctor for an examination and help and to immediately take all the necessary measures for treatment, as well as to comply with the doctor›s advice and instructions regarding the method of treatment;
2) to report the accident to the insurer in writing when the health condition allows it;
3) in the accident report, to state all the necessary information required by the insurer to resolve the insured event, in particular: place and time of the accident, full description of the harmful event, name of the doctor who examined or treated him/her, findings of the doctor and other documentation on the course of treatment, type of physical damage, resulting and possible consequences, as well as data on physical defects, deficiencies and diseases that the insured may have had before the occurrence of the accident.

[2] If the accident resulted in death of the insured, the insurance beneficiary must report immediately this in writing to the insurer and provide the necessary documentation.

[3] To determine the important circumstances related to the reported

accident, the policyholder authorizes, and the insured and the beneficiary of the insurance are obliged to authorize the insurer to provide all necessary data and clarifications from any other legal or natural persons.

article 14: establishing the rights of the of insurance beneficiary

[1] If the death of the insured occurs due to the accident, the insurance beneficiary is obliged to submit the insurance policy, proof of the paid premium and evidence that the death occurred as a result of an accident. If the person acting as the beneficiary of the insurance is not specifically stated as such in the Insurance Agreement, to receive the sums insured.

[2] If the accident resulted in disability, the insured is obliged to submit the insurance policy, proof of paid premium, proof of the circumstances under which the accident occurred and medical documentation as proof of determined permanent consequences, for the purpose of determining the final percentage of permanent disability.

[3] The percentage of disability is determined according to the Table of Disability for determining permanent loss of general working capacity due to an accident (hereinafter: Table of Disability), which is an integral part of these Terms and Conditions. Individual abilities of the insured, social position or scope of work (professional ability) are not taken into account when determining the degree of disability. If a consequence or loss of an organ is not provided for in the Table, the percentage of disability is determined in accordance with similar impairments provided for in the table.

[4] In case of loss of several limbs or organs due to one accident, the disability percentages for each individual limb or organ are added together.

[5] If, according to the Table, the sum of the percentages for disability due to loss or damage to several limbs or organs as consequence of one accident amounts to more than 100%, the insurer is not obliged to pay more than the sums insured stipulated for total disability.

[6] For multiple injuries to the same limb or organ, the insurer is obliged to pay at most the percentage of disability which, according to the Table, is determined for the complete loss of a limb or organ, i.e. a part of a limb or organ, while for the greatest damage the percentage provided in the Table is taken, for the next highest damage half of the percentage provided in the Table is taken, etc. respectively 1/4 , 1/8 etc.).

[7] If the general working ability of the insured was reduced before the accident, the insurer›s liabilities are determined according to the new disability independent of the previous one, except in the case if the insured loses or damages a previously damaged limb, organ or joint. In such a case, the insurer pays only the difference between the previous and the new degree of disability, but mostly the difference up to the disability which, according to the Table, is provided for immobility of a joint, i.e. total loss of a limb or organ, i.e. a part of a limb or organ.

[8] If the insured is temporarily unable to work due to the accident, he should submit a proof to that effect from the doctor who treated him/her. In addition to the medical report according to Article 13, paragraph 1, point 3 of these General Terms and Conditions, such written proof also contain a complete diagnosis, accurate data on when the insured began to be treated for the accident and what was the last day of treatment.

[9] If, due to the accident, inpatient treatment is required, and if with the Insurance Agreement compensation for a hospital day is also agreed upon, the insured is obliged to provide the insurer with an original documents of the hospital stay immediately after the completion of such treatment, which must contain the insured›s surname, first name and address, date of birth, date of admission and discharge from hospital, diagnosis and course of treatment.

[10] For those insured events for which the obligations under the Insurance Agreement apply, the insured or the beneficiary of the insurance will be reimbursed the proven costs for filling out the medical certificates, which in addition to the documents specified in Article 13, paragraph 1, point 3 and Article 14 of these General Terms and Conditions are additionally and specifically required by the insurer.

The insurer has the right to undertake everything necessary for the examination of the insured by a doctor, medical committee or healthcare institutions.

article 15: payment of sums insured

[1] The insurer shall pay the sum insured, i.e. its corresponding part, to the beneficiary of the insurance or the agreed compensation to the insured within 14 days from the receipt of all evidence of the existence and amount of its liabilities.

[2] The final degree of disability is determined after the treatment is completed, when the consequences of the damage are suspended, i.e. when, according to medical predictions, the condition cannot be expected to worsen or improve. If that condition does not occur even after the expiration of the third year from the day of the accident, the condition before the expiration of this deadline is taken as final and the final degree of disability is determined based on such condition.

[3] As long as it is not possible to determine the final degree of disability of the insured, the insurer is obliged, at the request of the insured, to pay him/her an amount that indisputably corresponds to the percentage of disability for which, on the basis of the medical documentation, without hesitation can be confirmed that it will remain permanently. The insurer will not pay an advance payment if its liability has not been determined beforehand, considering the circumstances under which the accident occurred.

[4] If the insured dies before the expiration of one year from the date of occurrence of the accident from the consequences of that accident, and the degree of disability has already been determined, the insurer pays the amount of death insurance, i.e. the difference between the amount of death insurance and the amount previously paid to him/her for disability.

[5] If the degree of disability was not determined, and the insured person dies as a result of the same accident, the insurer pays the death sum insured, i.e. the difference between that amount and any advance payment for disability, but only if the insured person dies at the latest within three years from the date of occurrence of the accident.

[6] If the insured dies within three years of the occurrence of the accident for any other reason than the reasons specified in the previous paragraph of this Article, and the degree of disability has not yet been determined, then the disability is determined based on the existing medical documentation.

[7] If the accident results in the insured›s temporary incapacitation for work, and the insurance agreement stipulates the payment of a daily allowance, the insurer pays the insured compensation in the agreed amount from the day specified in the insurance policy (agreed waiting period). If that day is not specified, then from the first day following the day when the treatment started at a doctor or in a healthcare institution, until the last day of the temporary incapacity, that is, until death or until the determination of total disability. The daily allowance is not paid during temporary incapacity for work after the determination of the final degree of disability.

The daily allowance is accepted, that is, determined by the insurer based on the documentation regarding the health of the insured.

As an exception, daily allowance is recognized during immobilization (plaster, splint), even though the insured was performing his regular job in the meantime.

The daily allowance is paid for a maximum of 200 (two hundred) days of temporary incapacitation for work. If the temporary incapacitation for work was prolonged due to any other health

reasons, the insurer is obliged to pay daily allowance only for that part of the duration of the incapacitation for work which is exclusively caused by the accident.

[8] If the Insurance agreement stipulated reimbursement of treatment costs, the insurer will reimburse the insured - regardless of whether there are other consequences - according to the submitted evidence, all real and necessary treatment costs, but not more than the amount specified in the policy.
Treatment in medical facilities is also included in those costs, only if the insured was referred there in accordance with the provisions of the Law on Health Insurance and related to the entitlements from the mandatory health insurance.

[9] The costs of treatment from the previous paragraph also include the costs of artificial limbs and replacement of teeth, and the costs of purchasing other aids, if this is necessary according to the doctor›s evaluation.

[10] There is no obligation of the insurer to reimburse the costs of treatment if the insured has the right to free treatment in public healthcare institutions, that is, the insurer is obliged to reimburse that part of the costs of treatment that the insured bears independently as his/her participation in the share of the total treatment in a public healthcare institutions.

[11] If, due to the accident, inpatient treatment is required and compensation for a hospital day has been agreed with the Insurance agreement, the insurer pays the agreed amount for a hospital day for each calendar day of the insured›s stay in the hospital, but up to 365 days within two years from the date of occurrence of the accident. Hospitals, in the sense of the above paragraph, include general, specialist hospitals and clinics, whose activity is more in-depth diagnostics and treatment. Infirmaries, hospices and recreational facilities or retreats are not considered as hospitals.

[12] If the accident results in the insured›s death or disability, the insurer pays the insurance beneficiary or the insured the sum insured or its part that was agreed for such cases, regardless of the paid daily allowance for temporary incapacitation for work, compensation for a hospital day and reimbursement of treatment costs.

article 16: cancellation of insurance agreement

[1] Each contractual party may cancel the Insurance Agreement which has an indefinite duration, if the Agreement has not ceased to be valid for some other reasons. The insurance is cancelled in writing, at least three months before the end of the current year of insurance.

[2] If the insurance is concluded for more than 5 (five) years, after the expiration of this period, each party, with a notice period of 6 (six) months, may notify the other party in writing that it wants to terminate the Agreement.

article 17: statute of limitations for the claims

[1] The statute of limitations for the claims from the Accident Insurance Agreement are governed by the provisions of the Law on Obligations.

article 18: establishing the insurance beneficiary

[1] The beneficiary of the insurance in case of death of the insured person may be stipulated with the insurance policy.

[2] Unless otherwise agreed in the insurance policy or in the Additional Terms and Conditions, beneficiaries of the insurance in case of death of the insured are:
1) the insured›s children and spouse in equal shares;
2) if there is no spouse, the insured›s children in equal shares;
3) if there are no children, the insured›s spouse and parents. In that case, half of the sum insured belongs to the spouse, and the other half to the parents, that is, to the surviving parent. If the insured›s parents died before the insured, the entire sum insured belongs to the spouse;
4) if there are no spouse and children, to the parents of the insured in equal parts. If only one parent is alive, the entire sum insured belongs to him/her;
5) if the insured does not have persons listed in the previous points of this paragraph, the beneficiaries of the insurance are the heirs of the policyholder according to a final court decision.

[3] A spouse is considered a person who was married to the insured at the time of his/her death.

[4] In case of disability, temporary inability to work, as well as for reimbursement of treatment costs, the beneficiary of the insurance is the insured himself, unless otherwise agreed.

[5] If the beneficiary of the insurance is a minor, the compensation from the insurance is paid to his/her parents, i.e. guardians.
The insurer may require the guardian to submit an authorization from the guardianship authority.

article 19: change of data

[1] The Policyholder must notify the insurer of the change of: residence or headquarters of the company, change of personal name or surname, change of title of the legal entity, change of bank account, contact phone number, within 15 days from such change.

article 20: information regarding the processing of personal data

[1] Identity and contact details of the controller and personal data protection officer:
Title: Triglav Osiguruvanje AD, Skopje
Seat: Blvd. «8mi Septemvri» no. 16, Skopje
e-mail: osig@triglav.mk
Personal Data Protection Officer: oficer.lp@triglav.mk
*Additional information about the personal data protection officer can be found on the Company›s website: https://www.triglav.mk/mk/za-nas/kontakti

article 21: processing and protection of personal data

[1] Triglav Osiguruvanje AD, Skopje performs processing (collection, recording, organization, storage, etc.) of personal data of policyholders, insurance policyholders, their legal representatives or proxies in accordance with the provisions of the Law on the Protection of Personal Data and other relevant positive legal regulations, applying appropriate technical and organizational measures to ensure security of personal data. The collected personal data are part of the collections of personal data of Triglav Osiguruvanje AD, Skopje, and Triglav Osiguruvanje AD, Skopje, as the controller of the personal data, uses them conscientiously, legally and in accordance with the purpose for which they were collected.

article 22: purposes and legal grounds for the processing of personal data

[1] Triglav Osiguruvanje AD, Skopje collects, processes, stores, uses and delivers personal data that are necessary upon signing of insurance agreements (policies), based on Article 109 of the Law on Insurance Supervision, and in accordance with the Law on Personal Data Protection.

[2] Personal data are necessary for processing by Triglav Osiguruvanje AD, Skopje in order to fulfill the rights and obligations arising from the insurance agreement, that is, their processing is the basis for evaluating the insurance coverage and the indemnification.

article 23: processing of personal data

[1] Personal data (telephone number and e-mail) are processed by Triglav Osiguruvanje AD, Skopje for the purpose of establishing contact due to the efficient execution of rights and obligations arising from insurance agreements (policies).

[2] These data, for the purpose of delivering advertising materials, promotions, offers, as well as for other direct marketing purposes by the Triglav Group in the Republic of North Macedonia, will be used only if you have given your consent, by selecting the appropriate consent option.

[3] In order to conduct a procedure for indemnification and establishing

a database for damages, assessment of insurance coverage and degree of damages, Triglav Osiguruvanje AD, Skopje also processes copies of documents containing personal data.

[4] Personal data from paragraphs 1 and 2 of this Article are processed by Triglav Osiguruvanje AD, Skopje only upon prior consent from the subject of the personal data, and failure to give consent to the processing of this data may result in an inappropriate evaluation of the insurance coverage or the level of compensation, or, alternatively, non-payment of the indemnity claim.

[5] The consent for the processing of personal data from paragraph 3 of this Article can be withdrawn at any time by submitting a notice of withdrawal of consent, by mail to the following address: blvd. «8mi Septemvri» No. 16, 1000 Skopje, to the attention of the Personal Data Protection Officer, or to the electronic address oficer.lp@triglav.mk. By withdrawing the consent for the processing of personal data, Triglav Osiguruvanje AD, Skopje will stop further processing of personal data and will delete them from the databases, which may result in the consequences specified in paragraph 3 of this Article.

article 24: personal data storage period

[1] Triglav Osiguruvanje AD, Skopje keeps personal data for the entire duration of the contractual obligation, i.e. up to 10 years after the expiry of the insurance agreement, or in case of damage 10 years after the closure of the case, that is, from the day of the full payment of the indemnity for the incurred damage, in accordance with Article 109, paragraph 8 of the Law on Insurance Supervision.

[2] After the expiration of the terms from paragraph 1 of this Article, personal data will be deleted/destroyed from the databases of Triglav Osiguruvanje AD, Skopje and will not be processed for other purposes.

article 25: rights of personal data subjects

[1] Exercising the rights arising from the Law on Personal Data Protection (right to access, correction, deletion, limitation of processing of personal data, objection and transferability) is carried out by submitting a request to the electronic address of the officer for personal data protection: oficer.lp@triglav.mk. Requests regarding all issues related to the processing of personal data can be submitted to the same email address.

[2] If the subject of personal data considers that the processing of personal data for the purposes specified in Article 22, by Triglav Osiguruvanje AD, Skopje, is not in accordance with the provisions of the Law on Personal Data Protection, or considers that any right to the protection of personal data has been violated, he/she has the right to submit a request for the determination of a violation of the regulations on the protection of personal data to the Agency for the Protection of Personal Data, as the competent authority for supervising the legality of the activities undertaken during the processing of the personal data of the territory of the Republic of North Macedonia.

article 26: transfer of personal data

[1] Triglav Insurance AD, Skopje is part of the Triglav Group. The personal data of the subjects of personal data are transferred within the Group, i.e. to the parent company Zavarovalnica Triglav, where they are processed only for storage purposes. When carrying out the transfer of personal data, a high level of technical and organizational measures are put in place in order to ensure their confidentiality and protection. Also, within the Triglav Group, all necessary protective measures are provided to ensure the confidentiality and protection of personal data through the standard clauses for the protection of personal data approved by the European Commission. All additional information regarding protective measures can be obtained by submitting a request by mail to the following address: blvd „8mi Septemvri“ No. 16, 1000 Skopje, to the attention of the personal data protection officer, or at the following email: oficer.lp@triglav.mk.

article 27: processing of personal data for direct marketing purposes

[1] Personal data for direct marketing purposes are processed by Triglav Osiguruvanje AD, Skopje only on the basis of explicit consent to the processing of personal data for the purpose of direct marketing carried out by Triglav Osiguruvanje AD, Skopje or related companies within the Triglav Group in the Republic of North Macedonia , for its services and the services of the related companies within the Triglav Group in the Republic of North Macedonia.

Consent to the processing of personal data for direct marketing purposes can be withdrawn at any time, free of charge, with a written request (sent to the following email address: oficer.lp@triglav.mk, or by mail to Triglav Osiguruvanje AD, Skopje, blvd „8mi Septemvri“ No. 16, 1000 Skopje, to the attention of the officer for personal data protection.

article 28: statute of limitations for the claims

[1] The statute of limitations for the claims from the Accident Insurance Agreement are governed by the provisions of the Law on Obligations

article 29: (objection) out of court resolution of disputes

[1] The contractual parties hereby agree that all disputes arising from this Contract shall be resolved amicably.

[2] The policyholder and the insured hereby agree that they shall notify the insurer for all disputes, complaint and disagreements with the insurer, without delay. The complaints as per this paragraph shall be delivered in writing, and it will be easy to determine the contents of the notification and the time when it was sent.

[3] The insurer shall forward the received complaint as per paragraph 2 of this Article to the Complaints Committee, which is obligated to decide per the complaint in writing, without delay, and not later than 30 days from the day of receipt of the complaint.

[4] If the policy holder, the insurer, the beneficiary of the insurance consider that the decision of the insurer on the compensation claim violates his rights from the insurance, they may object to the Complaints Committee of the insurer.

[5] The Complaints Committee is obliged to make a decision on the objection in written form without delay, but no later than within 30 days from the day of receipt of the objection.

article 30: application of law and jurisdiction

[1] All rights and obligations of the contractual parties, which are not regulated with these Terms and Conditions, shall be governed by the Law on Obligations and the Law on Supervision of Insurance. If these Terms and Conditions stipulate provisions contrary to the Law, the provisions of the Law shall prevail.

[2] Disputes between the policyholder or the insured on the one side and the insurer on the other are resolved by the court having jurisdiction according to the place of the conclusion of the insurance agreement.

article 31: supervision of the insurance company

[1] The Agency for Supervision of Insurance is the body responsible for supervision of the insurance company.

[2] In case the insured person is dissatisfied with the treatment from the insured throughout the duration of the insurance agreement, he is entitled to submit a motion to the Agency for Supervision of Insurance as the authorized body to supervise the operations of the insurer.

article 32: statement of awareness

[1] The policyholder/insured by signing the insurance agreement/policy expressly confirms that when concluding the insurance agreement, he/she was notified in writing by the insurer of all data in accordance with Articles 49 and 50 of the Law on Insurance

Supervision and that before concluding the insurance agreement reasonable time was allowed for making a final decision on the Insurance Agreement. Hence, the policyholder/insured by signing the Insurance Agreement/policy confirm that he/she has been notified of the right to file a complaint.

article 33: closing provisions

[1] An integral part of the General Terms and Conditions for the insurance of persons from the consequences of an accident is the Table of Disability for determining permanent loss of general working capacity due to an accident.
[2] The insurer shall notify the policyholder of all changes in accordance with legal regulations.
[3] The policyholder is obliged to notify the insurer without delay of any change in the title of the company, as well as the address of the company›s headquarters.

article 34: validity of the terms and conditions

[1] These General Terms and Conditions enter into force from the day of their adoption, and will be applied from 01.01.2021.