UVJETI OSIGURANJA PRIVATNE ODGOVORNOSTI GOSTA TURISTIČKOG APARTMANA
| VRSTA OSIGURANJA ⑬ |

VAŽNO JE PAŽLJIVO PROČITATI OVE UVJETE

ZAGREB, 01. TRAVNJA 2021.

INFORMACIJE UGOVARATELJU OSIGURANJA / OSIGURANIKU

1. UVOD

1.1. Svrha ove informacije je da ugovaratelju osiguranja/osiguraniku pruži informacije potrebne za lakše razumijevanje ugovora o osiguranju.

1.2. Sukladno Zakonu o osiguranju (NN30/15 i 112/18) i Zakonu o zaštiti potrošača (NN 41/14, 110/15 i 14/19), društvo za osiguranje, prije sklapanja ugovora o osiguranju, obavještava ugovaratelja osiguranja/osiguranika o sljedećim informacijama i podacima:

2. NAŠ IDENTITET KAO OSIGURATELJA, GLAVNA POSLOVNA DJELATNOST I ADRESA ZA KONTAKT

2.1. ADRIATIC osiguranje d. d. - dioničko društvo za osiguranje imovine i osoba i druge poslove osiguranja (dalje u tekstu: ADRIATIC).

Upisani smo u sudski registar Trgovačkog suda u Zagrebu pod matičnim brojem (MBS): 060006216, naš OIB je: 94472454976. Sjedište Društva je Listopadska 2, 10 000 Zagreb, Republika Hrvatska.

2.2. Naši djelatnici pri prodaji osiguranja ne daju savjete o proizvodima. Za sklopljene ugovore o osiguranju ostvaruju primitke temeljem sklopljenog ugovora o radu, a sve sukladno Zakonu o radu i drugim pozitivnim propisima.

3. UGOVOR I UVJETI OSIGURANJA

3.1. Potpuni sadržaj ugovora o osiguranju koji sklapamo proizlazi iz ponude koja nije izmijenjena kasnije sklopljenim ugovorom, police osiguranja ili druge isprave o sklopljenom ugovoru i uz policu priloženih uvjeta osiguranja koji su niže otisnuti, a u pojedinačnim slučajevima (kada je to posebno ugovoreno) i iz posebnih uvjeta osiguranja.

3.2. Uvjeti osiguranja sadržani su u ponudi, polici osiguranja, Uvjetima osiguranja koji su niže otisnuti, a u pojedinačnim slučajevima, kada je to posebno ugovoreno, i u posebnim uvjetima koji se primjenjuju u pojedinačnim slučajevima.

3.3. Uvjeti osiguranja koji su niže otisnuti utvrđuju, među ostalim, rok u kojem ponuda obvezuje ponuditelja, pravo na opoziv ponude za sklapanje ugovora o osiguranju i pravo na odustanak od sklopljenog ugovora o osiguranju te uvjete za prestanak i raskid ugovora.

4. ROK U KOJEM PONUDA OBVEZUJE PONUDITELJA, PRAVO NA OPOZIV I PRAVO NA ODUSTANAK

4.1. Pisana ponuda obvezuje ponuditelja, ako on nije odredio kraći rok, za vrijeme od 8 (osam) dana od dana dostave ponude drugoj ugovornoj strani. Ponudu može opozvati ponuditelj u navedenom roku od 8 (osam) dana od dana njezine dostave drugoj ugovornoj strani.

4.2. Stranke imaju pravo odustanka od sklopljenog ugovora o osiguranju u skladu s uvjetima pod kojima se ugovor sklapa, a koji su navedeni u ponudi osiguranja i odredbama Zakona o obveznim odnosima.

5. UVJETI ZA PRESTANAK I RASKID UGOVORA

5.1. Ako drukčije nije ugovoreno, ugovor o osiguranju proizvodi svoje učinke istekom dana koji je njime označen kao dan početka trajanja osiguranja, pa sve do svršetka posljednjeg dana roka za koji je osiguranje ugovoreno.

5.1. Ugovaratelj osiguranja ima pravo jednostrano raskinuti ugovor o osiguranju u roku od 14 (četrnaest) dana od dana sklapanja ugovora o osiguranju na daljinu (primjerice, putem interneta) bez navođenja razloga.

Ako je osiguranje, na izričit zahtjev ugovaratelja, započelo prije isteka roka za jednostrani raskid, odnosno prije isteka roka od 14 (četrnaest) dana od dana sklapanja ugovora o osiguranju, ugovaratelj osiguranja je u tom slučaju dužan ADRIATICU platiti premiju proporcionalno proteklom trajanju ugovora o osiguranju, pod uvjetom da nije nastupio osigurani slučaj.

Obavijest o raskidu dostavlja se u pisanom obliku na adresu sjedišta ADRIATICA, prije isteka roka za raskid ugovora o osiguranju.

5.1. Ako je osiguranje sklopljeno na rok dulji od 5 (pet) godina, svaka strana može nakon proteka toga roka, uz otkazni rok od šest mjeseci, pisano izjaviti drugoj strani da otkazuje ugovor.

5.1. Ugovor o osiguranju se može raskinuti i u drugim slučajevima kako je navedeno u pripadajućim Uvjetima osiguranja.

6. TRAJANJE I ZAVRŠETAK UGOVORA

6.1. Ugovor o osiguranju sklapa se i ugovorne strane obvezuje za vremensko trajanje ugovoreno i navedeno u polici osiguranja.

7. PREMIJA OSIGURANJA

7.1. Premija osiguranja predstavlja određeni novčani iznos koji je ugovaratelj osiguranja dužan platiti osiguratelju kao naknadu za ispunjenje njegove obveze iz ugovora o osiguranju prema osiguraniku, odnosno korisniku osiguranja.

Visina premije i ukupni iznos za plaćanje vidljivi su iz izračuna premije ili ponude. Ako se promijene podaci mjerodavni za izračun premije do trenutka sklapanja ugovora o osiguranju ili dođe do promjene porezne zakonske regulative, može doći i do promjene iznosa premije ili ukupnog iznosa za plaćanje.

7.2. Prema trenutno važećim propisima, na predmetnu premiju osiguranja ne obračunava se porez. Porez na dodanu vrijednost (PDV) se ne obračunava.

7.3. Premiju osiguranja dužni ste plaćati u skladu s ugovorenim rokovima plaćanja. Ako se premija plaća jednokratno (odjednom), dužni ste je platiti prilikom sklapanja ugovora.

U slučaju neplaćanja dospjele premije, možemo na temelju police osiguranja zatražiti određivanje ovrhe, u cilju naplate dospjele premije. Pravo na naplatu premije osiguranja možemo od Vas ostvariti i sudskim putem.

8. PRAVO KOJE SE PRIMJENJUJE NA UGOVOR I SUDSKA NADLEŽNOST

8.1. Na sklapanje, postojanje, provedbu, ispunjavanje, važenje i na bilo koji drugi aspekt ovog ugovora primjenjuje se pravo

Republike Hrvatske, osim u slučajevima kada se osiguravaju specifični rizici koji iziskuju primjenu nekog drugog prava.

8.2. Nadležnost suda određuje se prema mjestu sklapanja ugovora o osiguranju.

9. JEZIK I PISMO UGOVORA

9.1. Jezik ugovora i naše međusobne komunikacije jest hrvatski, a pismo latinično.

10. RAZILAŽENJA U MIŠLJENJU

10.1. Ako kao osiguranik, odnosno potrošač, za trajanja ugovora o osiguranju niste zadovoljni našim odlukama ili ako pregovori s nama nisu doveli do Vama željenog rezultata, možete se obratiti pravobranitelju u osiguranju: Hrvatski ured za osiguranje, Pravobraniteljstvo na području osiguranja, Martićeva 71, 10 000 Zagreb, e-pošta: pravobranitelj@huo.hr, tel.: 01 469 66 00.

10.2. Pravobraniteljstvo za djelatnost osiguranja je neovisno i samostalno tijelo mirenja koje radi besplatno za potrošače. No, preduvjet za postupak mirenja pred Pravobraniteljstvom je da najprije nama pružite mogućnost da preispitamo svoju odluku.

11. NAČIN RJEŠAVANJA SPOROVA I UPUTA O PODNOŠENJU PRITUŽBE

11.1. Sve eventualne sporove s nama koji proizlaze ili su povezani s predmetnim ugovorom o osiguranju, odnosno izvršenjem obveza iz ugovora o osiguranju, nastojat ćemo ponajprije s Vama riješiti sporazumno, u mirnom postupku u okviru postupka izvansudskog rješavanja sporova, koji smo uspostavili sukladno odredbama Zakona o osiguranju.

11.2. Ako ste nezadovoljni našim postupanjem ili našom odlukom, imate pravo podnošenja pritužbe kao izjave nezadovoljstva upućene nama, a koja se odnosi na pružanje usluga osiguranja, odnosno izvršenja obveza iz ugovora o osiguranju.

Podnositelj pritužbe može biti osiguranik, ugovaratelj ili korisnik iz ugovora o osiguranju.

11.3. Pritužbu možete podnijeti bez obzira na to gdje živite. Podnošenje pritužbe je besplatno. Ne trebate odvjetnika da biste podnijeli pritužbu.

Pritužba može biti podnesena zbog:

- našeg postupanja kao osiguratelja, odnosno osobe koja za nas kao osiguratelja obavlja poslove zastupanja u osiguranju
- naše odluke u vezi s ugovorom o osiguranju ili izvršenjem ugovora o osiguranju
- našeg postupanja u vezi s rješavanjem odštetnog zahtjeva iz ugovora o osiguranju.

11.4. Pritužba se može izjaviti i usmeno na zapisnik kod nas na adresi za kontakt, na adresu našeg najbližeg prodajnog mjesta, ili podnijeti putem pošte, telefaksa i elektroničke pošte, prema dolje navedenim podacima, u instruktivnom roku od 15 (petnaest) dana od dana kada ste kao podnositelj pritužbe primili odluku na koju podnosite pritužbu, odnosno od dana kada ste saznali za razlog pritužbe.

Faks za pritužbe: 01 303 69 50,

e-pošta: prituzbe@adriatic-osiguranje.hr.

Pritužba obvezno treba sadržavati:

- ime, prezime i adresu podnositelja koji je fizička osoba ili njegova zakonskog zastupnika, odnosno tvrtku, sjedište i ime i prezime odgovorne osobe podnositelja pritužbe koji je pravna osoba
- razloge pritužbe i zahtjeve podnositelja pritužbe
- dokaze kojima se potvrđuju navodi iz pritužbe, kada ih je moguće priložiti, a mogu sadržavati isprave koje nisu bile razmatrane u postupku u kojem je donesena odluka zbog koje se pritužba podnosi, kao i prijedloge za izvođenje dokaza
- datum podnošenja pritužbe i potpis podnositelja pritužbe, odnosno osobe koja ga zastupa
- punomoć za zastupanje, kada je pritužba podnesena po punomoćniku.

11.5. Obrazac pritužbe možete preuzeti i na našoj internetskoj stranici www.adriatic-osiguranje.hr.

12. NAČIN POSTUPANJA PO PRITUŽBI I PRAVO NA INFORMIRANOST

12.1. Stupit ćemo u kontakt s Vama da bismo razgovarali o Vašoj pritužbi, a možda ćemo od Vas zatražiti i dodatne informacije. Ako ne možemo riješiti Vašu pritužbu, objasnit ćemo Vam zašto.

12.2. Rok za pisani odgovor na Vašu pritužbu je 15 (petnaest) dana od dana primitka pritužbe, a iznimno, kada se odgovor ne može dati u roku, Mi ćemo Vas obavijestiti o razlozima kašnjenja i naznačiti kada će naša istraga vjerojatno biti dovršena i kada će biti odgovoreno na pritužbu. Odgovor na pritužbu detaljno ćemo obrazložiti i potpisati.

12.3. Na Vaš zahtjev, obavijestit ćemo Vas o zaprimljenoj pritužbi i tijeku postupka odlučivanja po pritužbi.

Ako se Vaša pritužba ne riješi ili bude prekinuta iz nekog drugog razloga, svoj predmet možete iznijeti na sudu.

12.4. Ako spor ne uspijemo riješiti u mirnom izvansudskom postupku kod nas, imate pravo izabrati daljnji pravni put.

13. NAPOMENA VEZANA UZ PRITUŽBE

13.1. Rješavanje pritužbi je odvojeno od rješavanja odštetnih zahtjeva, kao i pojedinačnih zahtjeva za postupanje po ugovoru o osiguranju, odnosno zahtjeva za davanje informacija ili pojašnjenja.

14. ODREDBA O ZAKONSKOJ SUBROGACIJI

14.1. Isplatom naknade iz osiguranja na nas, po samom zakonu, a do visine isplaćene naknade, prelaze sva Vaša prava prema osobi koja je po bilo kojoj osnovi odgovorna za štetu.

14.2. Ako je Vašom krivnjom (npr. sa štetnikom sklopite nagodbu bez našeg odobrenja, štetniku oprostite dug i sl.) onemogućen ovaj prijelaz prava na nas, u potpunosti ili djelomično, mi se oslobađamo u odgovarajućoj mjeri svoje obveze prema Vama.

14.3. Međutim, u slučaju da Vam isplatimo osigurninu, a naknadno utvrdimo da smo zbog Vašeg skrivljenog ponašanja onemogućeni u ostvarivanju regresnih prava prema štetniku, tada ćemo od Vas potraživati povrat onoga što je isplaćeno.

15. ADRESA NADZORNOGA TIJELA

15.1. Kao osiguratelj podliježemo nadzoru Hrvatske agencije za nadzor financijskih usluga (HANFA), Sektoru za superviziju osiguranja, leasinga i faktoringa, Franje Račkoga 6, 10 000 Zagreb, e-pošta: info@hanfa.hr, tel.: 01 617 32 00, faks: 01 4811 406.

UVJETI OSIGURANJA PRIVATNE ODGOVORNOSTI GOSTA TURISTIČKOG APARTMANA

| VRSTA OSIGURANJA ⑬ |

A. ZNAČENJE POJMOVA

Pojedini pojmovi u ovim Uvjetima imaju sljedeća značenja:

Osiguratelj - ADRIATIC osiguranje - dioničko društvo za osiguranje imovine i osoba i druge poslove osiguranja.

Ugovaratelj osiguranja - osoba koja je s osigurateljem sklopila ugovor o osiguranju.

Osiguranik - može biti isključivo gost turističkog apartmana, odnosno fizička osoba čija je odgovornost pokrivena osiguranjem. Osiguranik može biti i maloljetna osoba (do 14 godina) u pratnji odrasle osobe (u daljnjem tekstu: gost).

Gost turističkog apartmana - osoba koja uz odgovarajuću naknadu koristi uslugu noćenja u turističkom apartmanu, a koja je na propisan način uvedena u knjigu gostiju i prijavljena nadležnoj turističkoj zajednici (u daljnjem tekstu: gost).

Treća osoba / Oštećenik – može biti isključivo Iznajmljivač turističkog apartmana, odnosno osoba kojoj je nanesena šteta prema točki B.1. i pod uvjetom da nije subjekt ugovora o osiguranju niti osoba čija je odgovornost pokrivena osiguranjem (u daljnjem tekstu: iznajmljivač).

Iznajmljivač turističkog apartmana – fizička, pravna osoba ili obrtnik koja pruža uslugu noćenja odnosno obavlja djelatnost iznajmljivanja turističkih apartmana (stvarni vlasnik smještajnog objekta koja se iznajmljuje) sukladno propisima o pružanju usluga smještaja, a čiji je imovinski interes pokriven osiguranjem tj. osoba koja iznajmljuje smještaj s registriranim smještajnim kapacitetom (u daljnjem tekstu: iznajmljivač).

Turistički apartman - smještajni objekt u kojem osiguranik (gost) boravi, a iznajmljivač gostima pruža uslugu noćenja. Uz apartman, turističkim apartmanom smatra se također i soba, mobilna kućica, vila odnosno kuća za odmor.

Polica osiguranja - isprava o sklopljenom ugovoru o osiguranju.

Svota osiguranja / limit pokrića - je novčani iznos na koji je sklopljen ugovor o osiguranju tj. najviši iznos osigurateljeve obveze za svaki osigurani slučaj, a ujedno i granica obveze osiguratelja za sve osigurane slučajeve ostvarene tijekom osigurateljnog pokrića po polici osiguranja i to ako na polici osiguranja nije drugačije ugovoreno:

- za sobe, apartmane i mobilne kućice limit pokrića je 5.048,11 kn (670,00 eur)
- za vile i kuće za odmor limit pokrića je 15.069,00 kn (2.000,00 eur)

Osigurani slučaj - budući, neizvjestan i neovisan o isključivoj volji ugovaratelja i/ili osiguranika štetni događaj, koji ima za posljedicu nastajanje štete čiju bi naknadu mogla zahtijevati treća osoba; smatra se da je osigurani slučaj nastao u onom trenutku kada se takav događaj počeo ostvarivati.

Osigurnina - novčani iznos koji je osiguratelj obvezan isplatiti temeljem ugovora o osiguranju, a po nastanku osiguranog slučaja.

B. PREDMET OSIGURANJA

B.1. Osiguranjem po ovim Uvjetima pokrivena je građanskopravna izvanugovorna odgovornost osiguranika (gosta) odnosno osoba za koje on odgovara za štete prouzročene iznajmljivaču. Osigurateljno pokriće isključivo obuhvaća štetu prouzročenu gubitkom, uništenjem ili oštećenjem stvari.

B.2. Smatra se da je osigurani slučaj nastao kada je učinjena radnja ili propust osiguranika, ili pak iz vlasništva, tj. upotrebe (korištenja) neke stvari ili drugog izvora opasnosti, a kojim je prouzročena šteta oštećenoj osobi.

B.3. Osigurateljno pokriće obuhvaća odgovornost osiguranika (gosta) u svojstvu najmoprimca prema najmodavcu (iznajmljivaču) za štete uslijed oštećenja i/ili uništenja nekretnina i/ili pokretnina koje je osiguranik unajmio i koristi u privatne svrhe. Ovime se podrazumijeva osigurateljno pokriće:

- u svojstvu privatne osobe izvan obavljanja zanatske djelatnosti te izvan svih djelatnosti kojima se privređuje
- iz posjedovanja i uporabe radnih strojeva i vozila te zrakoplova, plovila i vozila koji ne podliježu obveznim osiguranjima u prometu sukladno odredbama Zakona o obveznom osiguranju u prometu
- iz vlasništva odnosno držanja kućnih neegzotičnih životinja dopuštenih zakonskim propisima i isključivo ako se životinje ne drže u svrhu privređivanja te ako nije „opasan pas“ prema važećem Pravilniku o opasnim psima.

B.4. Predmnijeva se obična nepažnja. Osiguratelj je dužan nadoknaditi i svaku štetu prouzročenu od strane osobe (npr odgovornost roditelja za maloljetno dijete, kada je to dijete također gost turističkog apartmana) za koju osiguranik odgovara po zakonu pa i ako je šteta prouzročena namjerno ili krajnjom (grubom) nepažnjom te osobe.

B.5. Osiguranim slučajem, u smislu ovih Uvjeta, ne smatra se pregovaranje ili prekidanje pregovora suprotno načelu savjesnosti i poštenja (predugovorna odgovornost) kao niti povreda postojeće obveze osiguranika (ugovorna odgovornost).

B.6. Osiguratelj je u obvezi nadoknaditi samo štetu koja je proizašla iz štetne radnje koja se dogodila isključivo na adresi i samo za vrijeme boravka gosta turističkog apartmana u objektu za smještaj i pripadajućoj okućnici odnosno zemljištu.

B.7. Osigurateljno pokriće pruža se za evidentirane štete nastale na imovini iznajmljivača, a koje je počinio gost turističkog apartmana. U smislu ovih Uvjeta, evidentirane štete smatraju se štete koje su evidentirane u zapisniku (točka K. uvjeta) o počinjenoj šteti, koji je ispunjen i koji mora biti potpisan od strane gosta i od iznajmljivača ili dodatno koje su evidentirane policijskim zapisnikom.

B.8. Zapisnik, kao dodatak ovim Uvjetima u točci K. čini njihov sastavni dio te ga osiguratelj uručuje osiguraniku prilikom izdavanja police osiguranja.

Obavezna je i prateće fotodokumentacija oštećenja.

B.9. S obzirom da je zapisnik (točka K. uvjeta) sastavljen na način da se iz njega nedvojbeno može utvrditi odgovornost gosta za počinjenu štetu, gost i/ili iznajmljivač se obvezuju isti predati osiguratelju prilikom prijave osiguranog slučaja. U slučaju da osiguratelj ne zaprimi ispunjen te od strane gosta i iznajmljivača potpisan zapisnik o počinjenoj šteti ili dodatno i policijski zapisnik, kako je navedeno u točci B.7., osiguratelj nije u obvezi nadoknaditi nastalu štetu.

C. TRAJANJE OSIGURANJA

C.1. Ako nije ugovoreno drugačije, osigurateljna zaštita počinje u odnosu na svakog pojedinog gosta od trenutka prijave gosta nadležnoj turističkoj zajednici odnosno ulaska u turistički apartman.

Ako se ne može utvrditi trenutak prijave gosta u turistički apartman - osiguranje počinje u 24 sata dana označenog kao dana upisa u knjigu gostiju, odnosno dana prijave gosta nadležnoj turističkoj zajednici.

C.2. Osigurateljna zaštita se uvjetuje prethodnim plaćanjem premije osiguratelju. Ako je premija, plaćena nakon početka osiguranja, obveza osiguratelja počinje po isteku 24-tog sata onoga dana kada je plaćena premija.

C.3. Osiguranje prestaje u trenutku kada gost napusti, odnosno odjavi se iz turističkog apartmana na dan označen u odjavi kao dan prestanka korištenja turističkog apartmana.

Ako se ne može utvrditi trenutak odjave gosta - osiguranje prestaje u 12 sati dana upisanog u knjigu gostiju kao dana prestanka korištenja smještajnog objekta, odnosno dana odjave nadležnoj turističkoj zajednici.

C.4. Osiguratelj je u obvezi samo onda ako osigurani slučaj nastane za vrijeme važenja osiguranja.

D. PREMIJA OSIGURANJA

D.1. Ugovaratelj je obvezan platiti premiju odjednom prilikom ugovaranja police osiguranja ili najkasnije do ulaska u turistički apartman odnosno do trenutka predviđenog početka važenja osigurateljnog pokrića.

E. ISKLJUČENJE OBVEZE OSIGURATELJA

Ovim Uvjetima osiguranja se ne nadoknađuje:

E.1. šteta uništenja ili oštećenja prijenosnog elektroničkog aparata ili uređaja (npr. mobilnog telefona, tableta, računala, audio, video i fotoopreme, navigacijskih uređaja i sl.).

E.2. šteta koja proizlazi iz potraživanja koje se temelji na ugovoru ili posebno pisanom utanačenju.

E.3. štete uzrokovane namjerom ili prijevarom od strane osiguranika, ugovaratelja, oštećenika i/ili korisnika osiguranja.

E.4. šteta koju je pretrpio ugovaratelj i/ili osiguranik, njihovi supružnici, izvanbračni partneri, djeca i osobe koje oni uzdržavaju i za koje su odgovorni te druge osobe koje žive sa ugovarateljem i/ili osiguranikom u zajedničkom kućanstvu.

E.5. šteta koju pretrpi osoba koja je u suvlasničkom odnosu privatne kuće ili stana s ugovarateljem i/ili osiguranikom, njihovim supružnicima, izvanbračnim partnerima, djecom i osobama koje oni uzdržavaju i za koje su odgovorni te drugim osobama koje žive sa ugovarateljem i/ili osiguranikom u zajedničkom kućanstvu.

E.6. šteta u okolišu i prijeteća opasnost od štete kao i za sve troškove u vezi s poduzimanjem mjera za uklanjanje prijeteće opasnosti od štete odnosno onečišćavanja definirana Zakonom o zaštiti okoliša, osim naknada iznenadne štete nanesene fizičkim i pravnim osobama prilikom nanošenja štete u okoliš (naknada drugih šteta koje su nastale prilikom nastanka štete u okolišu).

E.7. posljedična šteta gubitka zarade, ugovornih kazni, penala, globi i sl.

E.8. šteta na pokretninama i nekretninama trećih osoba koje je osiguranik uzeo u zakup, najam, na posudbu, korištenje, čuvanje ili prijevoz, osim za slučaj naveden u točci B.3.

E.9. šteta koja je nastala postupno, a ne iznenada.

E.10. iznos ugovorene franšize (samopridržaj osiguranika), ako je ugovorena na polici osiguranja.

E.11. šteta počinjena iz vlasništva ili upotrebe zrakoplova, plovila i vozila koji podliježu obveznim osiguranjima u prometu, a sukladno odredbama Zakona o obveznom osiguranju u prometu.

E.12. štete iz profesionalnog bavljenja sportom.

E.13. štete prouzročene hladnim oružjem i oružjem općenito.

E.14. štete kada se po zakonu ne odgovara.

E.15. štete zbog djelovanja azbesta, bakterija legionele, MRSA virusa, za štete od genetski modificiranih organizama tj. proizvoda, bilo kojih događaja prouzročenih ili povezanih s epidemijom, pandemijom i/ili zaraznim bolestima

E.16. štete prouzročena smrću, tjelesnom ozljedom ili narušenjem zdravlja trećih osoba.

E.17. imovinske štete u širem smislu (čisto imovinske štete).

U svakom slučaju isključene su u cijelosti sve osigurateljeve obveze, ako je osigurani slučaj nastao:

E.18. zbog potresa.

E.19. zbog rata, neprijateljstva, ratnih operacija ili ratu sličnih radnja, građanskog rata, revolucije, pobune, ustanka ili građanskih nemira koji nastanu iz takvih događaja.

E.20. pri pripremi, pokušaju ili izvršenju kaznenog djela s umišljajem i pri bijegu poslije takve radnje.

E.21. izravno ili neizravno prouzrokovan činom terorizma ili je s tim u svezi. U smislu ovih Uvjeta, terorizmom se smatra smišljena uporaba nezakonitog nasilja s ciljem teškog narušavanja javnog reda, zastrašivanja vlasti ili društva kako bi se postigli ciljevi koji su općenito politički, vjerski ili ideološki.

E.22. štete koje su posredno ili neposredno, u cijelosti ili djelomično prouzročene ili nastale: ionizirajućim, magnetskim, elektromagnetskim, rendgenskim, nuklearnim, laserskim zračenjem zrakama ili poljima te onečišćenjima radioaktivnim i nuklearnim tvarima bilo koje vrste.

Ugovor o osiguranju je ništetan ako je u trenutku njegova sklapanja već nastao osigurani slučaj, ili je taj bio u nastupanju, ili je bilo izvjesno da će nastupiti, ili je već tada bila prestala mogućnost da on nastane, a uplaćena premija vraća se ugovaratelju umanjena za nastale osigurateljeve troškove.

F. OBVEZE UGOVARATELJA I OSIGURANIKA

F.1. Obveza prijavljivanja prije sklapanja ugovora o osiguranju

Do trenutka sklapanja ugovora ugovaratelj osiguranja i osiguranik dužni su prijaviti osiguratelju sve okolnosti koje su značajne za ocjenu rizika, ako su im poznate ili im nisu mogle ostati nepoznate.

Ako ugovaratelj ne postupi prema odredbama ove točke, osiguratelj će postupiti sukladno odredbama Zakona o obveznim odnosima.

F.2. Prijava osiguranog slučaja

F.2.1. Kad nastane osigurani slučaj temeljem kojega se traži isplata osigurnine, osiguranik je dužan postupiti na slijedeći način:

- odmah poduzeti sve što je u njegovoj moći da se ograniče njegove štetne posljedice i pri tome se pridržavati uputa koje mu je dao osiguratelj ili njegov predstavnik
- postupiti sukladno odredbama točaka B.7., B.8. i B.9. ovih Uvjeta
- obavijestiti osiguratelja o nastupanju osiguranog slučaja najdalje u roku od tri dana otkad je to saznao
- što prije, a najdalje u roku od tri dana pismeno potvrditi prijavu danu usmeno, telefonom, brzojavom ili na koji drugi sličan način
- u svim slučajevima predviđenim propisima, prijaviti nadležnom organu unutarnjih poslova i navesti koje su sve stvari uništene odnosno oštećene ili su nestale prilikom nastanka osiguranog slučaja
- do dolaska predstavnika osiguratelja na samo mjesto ne promijeniti stanje oštećenih odnosno uništenih stvari, osim ako je promjena potrebna u javnom interesu ili radi smanjenja odnosno sprečavanja povećanja štete, odnosno radi nastavljanja normalne proizvodnje.

F.2.2. Osiguranik je dužan, nezavisno od roka u kojemu je podnio prijavu štete, predstavniku osiguranja pružiti sve podatke i druge dokaze koji su potrebni za utvrđivanje uzroka, opsega i visine štete. Osiguratelj može isto tako zahtijevati da osiguranik pribavi i druge dokaze, ako je to nužno potrebno i opravdano.

G. NEPOSREDNI ZAHTJEV TREĆE OSOBE

G.1. Osiguratelj odgovara za štetu nastalu osiguranim slučajem samo ako treća oštećena osoba zahtijeva njezinu naknadu (neposredni zahtjev treće osobe).

G.2. Oštećena osoba može zahtijevati neposredno od osiguratelja naknadu štete koju je pretrpjela događajem za koji odgovara osiguranik, ali najviše do iznosa osigurateljeve obveze.

G.3. Ako se osiguratelj odluči isplatiti naknadu oštećenom u potpunosti ili djelomično, može o tome izvijestiti osiguranika.

G.4. Oštećena osoba ima, od dana kad se dogodio osigurani slučaj, vlastito pravo na naknadu iz osiguranja te je svaka kasnija promjena u pravima osiguranika prema osiguratelju bez utjecaja na pravo oštećene osobe na naknadu.

H. Obveza osiguranika nakon nastanka osiguranog slučaja

H.1. Osiguranik je dužan bez odlaganja u pisanom obliku obavijestiti osiguratelja u slučaju bilo kojeg događaja ili okolnosti koji bi mogli dovesti do ispostavljanja odštetnog zahtjeva prema njemu ili osiguratelju, a u smislu utvrđivanja njegove odgovornosti.

H.2. Ako osiguranik ima zaključen drugi ugovor o osiguranju kojim je osigurana njegova odgovornost nadoknadiva kao i po ovim Uvjetima, u slučaju štete osigurnina se isplaćuje prvenstveno na temelju tog drugog ugovora, a temeljem osiguranja prema ovim Uvjetima, isplatit će se osigurnina samo u slučaju ako pokriće po drugom osiguranju nije bilo dovoljno i to do iznosa nepokrivenog dijela štete. U slučaju prijave štetnog događaja osiguranik je dužan obavijestiti osiguratelja o eventualnom postojanju drugih ugovora o osiguranju.

H.3. Osiguranik je dužan izvijestiti osiguratelja i onda kada zahtjev za naknadu štete protiv njega bude istaknut preko suda, kao i onda kada bude pokrenut postupak za osiguranje dokaza.

H.4. Ako je proveden uviđaj, podignuta optužnica ili je donesena odluka o kaznenom postupku, osiguranik je dužan o tome odmah izvijestiti osiguratelja pa i onda kada je već prijavio nastanak štetnog događaja. Također je dužan dostaviti nalaz nadležnog tijela u svezi s nastalim štetnim događajem.

H.5. Priznanje odgovornosti osiguranika ne povlači obvezu osiguratelja za nadoknadu štete. Osiguranik nije ovlašten da se bez prethodne suglasnosti osiguratelja izjašnjava o zahtjevu za naknadu štete, a osobito da ga prizna potpuno ili djelomično, da se o zahtjevu za naknadu štete nagodi, kao ni da izvrši isplatu, osim ako se prema činjeničnom stanju nije moglo odbiti priznanje, nagodba odnosno isplata, a da se time ne učini očigledna nepravda. Ako je osiguranik u zabludi smatrao da postoji njegova odgovornost ili da su ispravno utvrđene činjenice, to ga neće opravdati.

H.6. Ako oštećeni podnese tužbu za naknadu štete protiv osiguranika, osiguranik je dužan dostaviti osiguratelju sudski poziv odnosno tužbu i sve spise i podneske u svezi sa štetnim događajem i zahtjevom za naknadu štete.

H.7. Ako se osiguranik protivi prijedlogu osiguratelja da se zahtjev za naknadu štete riješi nagodbom, osiguratelj nije dužan platiti višak naknade štete, kamate i troškove koji su uslijed toga nastali.

H.8. U slučaju da se oštećenik sa zahtjevom za naknadu štete neposredno obrati osiguratelju, osiguranik je dužan osiguratelju pružiti sve dokaze i podatke s kojima raspolaže, a koji su neophodni za utvrđivanje odgovornosti za počinjenu štetu i za ocjenu osnovanosti zahtjeva, obujma i visine štete.

H.9. Ako se osiguranik ne pridržava obveze iz ove točke H. snosit će štetne posljedice koje uslijed toga nastanu, osim ako bi one nastale i da se pridržavao obveza.

I. Obveza osiguratelja

U svezi s podnesenim zahtjevom za naknadu štete od strane oštećene osobe osiguratelj je u obvezi:

- zajedno s osiguranikom poduzeti obranu od neosnovanih ili pretjeranih zahtjeva za naknadu štete (I.1. Pravna zaštita)
- udovoljiti osnovanim zahtjevima za naknadu štete (I.2. Isplata osigurnine)
- naknaditi troškove sudskog postupka (I.3. Naknada troškova postupka).

I.1. Pravna zaštita

I.1.1. Obveza osiguratelja na pružanju pravne zaštite obuhvaća:

- ispitivanje odgovornosti osiguranika za nastalu štetu
- vođenje spora u ime osiguranika ako oštećeni ostvaruje pravo na naknadu štete u parničnom postupku
- davanje u ime osiguranika svih izjava koje smatra korisnim za zadovoljenje ili obranu od neosnovanog ili pretjeranog zahtjeva za naknadu štete.

I.1.2. Uz suglasnost i uz upute osiguratelja, vođenje spora može se povjeriti osiguraniku koji se u takvom slučaju dužan pridržavati uputa i naloga osiguratelja u pogledu vođenja postupka u parnici.

I.1.3. Osiguratelj može preuzeti vođenje parnice ili stupiti na mjesto osiguranika ili sudjelovati u svojstvu umješača.

I.2. Isplata osigurnine

I.2.1. Obveza osiguratelja je naknaditi štetu na temelju:

- priznanja koje je dao ili odobrio
- nagodbe koju je sklopio ili odobrio
- sudske odluke.

I.2.2. Osiguratelj je ovlašten da na ime naknade osiguraniku položi svotu osiguranja te se u tom slučaju oslobađa svih obveza i postupaka u svezi s osiguranim slučajem.

I.2.3. Osiguratelj sudjeluje u deponiranju, radi osiguranja naknade štete koje bi osiguranik bio dužan deponirati na osnovi zakonskih propisa ili sudske odluke i to najviše do iznosa visine njegove obveze na naknadu štete.

I.3. Naknada troškova postupka

I.3.1. Osiguratelj snosi, u granicama svote osiguranja, troškove spora i druge opravdane troškove radi utvrđivanja osiguranikove odgovornosti.

I.3.2. Iz osiguranja se naknađuju i troškovi mjera poduzetih na zahtjev osiguratelja ili u sporazumu s njim, radi zaštite od neopravdanih i pretjeranih zahtjeva trećih osoba.

I.3.3. Troškove kaznenog postupka kao i troškove zastupanja u izvanparničnom postupku osiguratelj ne naknađuje.

I.3.4. Svi troškovi zajedno s iznosom osigurnine naknađuju se do svote osiguranja navedene u polici osiguranja.

J. Primjena ovih uvjeta

J.1. Ugovorne strane smatraju mjerodavnim za međusobne odnose samo ono što je sadržano u ovim Uvjetima.

J.2. Ugovorne strane smatrat će neprijepornim da usmeni dogovori koji nisu sukladni odredbama ovih Uvjeta ili su u suprotnosti s njima, nisu mjerodavni za međusobne odnose, osim ako su sastavljeni u pisanu obliku kao dodatak polici i ako su taj dodatak potpisale obje ugovorne strane.

J.3. Za sve ono što nije uređeno odredbama ovih Uvjeta, a značajno je za međusobne odnose ugovornih strana, na odgovarajući će se način primijeniti propisi Republike Hrvatske koji reguliraju materiju koja je predmetom ovoga osiguranja.

Ove Uvjete osiguranja donijela je Uprava društva 01.04.2021. godine te stupaju istim danom na snagu. Broj Uvjeta: AD 2021/13.07-5

Za dobro partnerstvo,

Vaše Adriatic osiguranje

K. ZAPISNIK O POČINJENOJ ŠTETI

PODACI O IZNAJMLJIVAČU* (OŠTEĆENIK)	
PREZIME I IME:	
OIB:	
TEL./MOBITEL/E-MAIL:	
ADRESA TURIST. APARTMANA:	
PODACI O DRUGOM OSIGURANJU:	

* Osoba koja pruža uslugu noćenja odnosno obavlja djelatnost iznajmljivanja sobe, apartmana ili vile (kuće) za odmor.

PODACI O GOSTU TURISTIČKOG APARTMANA KOJI JE POČINIO ŠTETU NA IMOVINI IZNAJMLJIVAČA** (ŠTETNIK)	
PREZIME I IME:	
OIB/MB:	
PREBIVALIŠTE:	
BR. OS. ISKAZNICE /PUTOVNICE:	
TEL./MOBITEL/E-MAIL:	

**Osoba koja uz odgovarajuću naknadu koristi uslugu noćenja u sobi, apartmanu ili vili (kući) za odmor, a koja je uvedena u knjigu gostiju i prijavljena nadležnoj turističkoj zajednici.

PODACI O ŠTETNOM DOGAĐAJU		
DATUM I VRIJEME NASTANKA:		
OPIS ŠTETNOG DOGAĐAJA / KAKO JE DO NJEGA DOŠLO I KOJE SU MU OKOLNOSTI PRETHODILE?		
KOJI SU OD OSIGURANIH PREDMETA (DIJELOVI GRAĐEVINE, POKRETNINE) OŠTEĆENI ILI UNIŠTENI OD STRANE GOSTA?	1.	
	2.	
	3.	
	4.	
	5.	
	6.	
	7.	
	8.	
	9.	
	10.	

POSEBNE NAPOMENE:

Ovaj zapisnik o počinjenoj šteti čini sastavni dio dokumentacije koju iznajmljivač (oštećenik) ili Gost (štetnik) predaju osiguratelju Adriatic osiguranju d.d. prilikom prijave nastupa osiguranog slučaja.
Pored zapisnika, osoba koja prijavljuje štetu obavezna je priložiti i prateću fotodokumetaciju oštećenja!

DATUM I MJESTO:	Potpis IZNAJMLJIVAČA (OŠTEĆENIKA):	Potpis GOSTA (ŠTETNIKA):

INFORMACIJE O OBRADI PODATAKA

- ADRIATIC osiguranje d.d., Listopadska 2, OIB 94472454976 (u daljnjem tekstu: Društvo) prikuplja i obrađuje osobne podatke klijenata. Društvo je odgovorno za adekvatnu zaštitu osobnih podataka i kao takvo se pridržava svih pravnih normi o obradi, zaštiti, povjerljivosti, postupanju i čuvanju osobnih podataka. Osobne podatke koji su predmet obrade obrađujemo na način i u opsegu kako je to definirano u Uredbi (EU) 2016/679 Europskog parlamenta i Vijeća od 27. travnja 2016. godine, pronalazeći pravni temelj za obradu Vaših osobnih podataka u relevantnim odredbama mjerodavnih zakona i propisa.
- Vaše podatke prikupljamo i obrađujemo pošteno u svrhu obrade Vašeg zahtjeva za sklapanjem ugovora o osiguranju, izračuna visine premije, rješavanja Vašeg odštetnog zahtjeva, naplate zakasnjele premije ili odgovora na upite. Pritom opseg osobnih podataka koje prikupljamo ovisi o vrsti ugovora o osiguranju koji namjeravate sklopiti ili sklapate, te zahtjevu za ostvarivanjem prava iz osiguranja. Obrada osobnih podataka je nužna za izvršavanje ugovora i radi poštovanja pravnih obveza Društva. Osobne podatke koji su potrebni za sklapanje osiguranja i procjenu rizika koja mu prethodi prikupljamo sukladno pravilima struke i djelatnosti Društva. Sklapanjem ugovora o osiguranju ujedno dajete suglasnost Društvu da od trećih osoba prikuplja Vaše osobne podatke koje ste u skladu s propisanom svrhom otkrili tim trećim osobama, a koji su Društvu nužni za ispunjenje zakonskih obveza ili obveza po ugovoru o osiguranju.
- Obrada osobnih podataka nužnih za svrhe izravnog marketinga Društva (obavijesti o istecima ugovora o osiguranju, novim proizvodima, izmjeni postojećih proizvoda i usluga) i za potrebe istraživanja tržišta je legitiman interes Društva, osim kada, od legitimnog interesa Društva, prednost ima Vaš interes, odnosno Vaša temeljna prava i slobode koji zahtijevaju zaštitu osobnih podataka.
- Osobni podaci koje prikupljamo i obrađujemo, odnosno bez kojih ne možemo sklopiti ugovor ili ispuniti obveze iz ugovora o osiguranju, su
  - ime i prezime, adresa, prebivalište ili boravište, adresa za dostavu pismena, Vaši identifikacijski brojevi, datum rođenja, kontakt podaci, podaci o predmetu, po potrebi, identifikacijska isprava. Osobne podatke možemo prikupljati na temelju Vaše izjave ili uvidom u Vaše dokumente, odnosno uzimanjem preslike Vaših dokumenata kada je to propisano zakonom ili našim internim procedurama.
- Podatke o članstvu u pojedinim interesnim organizacijama (primjerice, članstvo u sindikatu)i podatke o invaliditetu Društvo će obrađivati kao osobne podatke koje ste nam očito dali i objavili isključivo radi ostvarivanja određenih pogodnosti kod sklapanja ugovora o osiguranju.
- Sljedećim kategorijama primatelja možemo po potrebi otkriti Vaše podatke, ali isključivo u svrhe koje su navedene: posrednicima u osiguranju i reosiguranju, društvima za osiguranje i reosiguranje, zdravstvenim ustanovama, stručnjacima i vještacima (odvjetnici, detektivi, procjenitelji, medicinski vještaci), te tvrtkama koje obavljaju usluge asistencije (ako je ugovorena). Svi primatelji Vaših podataka poštuju odgovarajuće tehničke i zaštitne mjere kako bi se osigurala zaštita Vaših prava. Osobni podaci ispitanika mogu biti proslijeđeni Hrvatskom uredu za osiguranje, Ministarstvu unutarnjih poslova, Centru za vozila Hrvatske, Hrvatskoj agenciji za nadzor financijskih usluga ili drugom nadležnom tijelu u svrhu slanja izvještaja ili ispunjenja drugih zakonskih obveza kada je zakonom propisana obveza slanja tih podataka.
- Osobni podaci pohranjivat će se na propisanim mjestima i bit će onoliko dugo pohranjeni koliko je potrebno radi ispunjenja svrhe za koju su i obrađivani. Svi osobni podaci koji se prikupljaju i obrađuju mogu se povući iz obrade na Vaš zahtjev, osim i ako postoji zakonska obveza Društva ili legitimni interes (npr. sudski spor) za vremenski dulju pohranu.
- Ako odbijete dati pojedine podatke, nećemo moći ispuniti svoje zakonske ili ugovorne obveze, što će rezultirati nemogućnošću sklapanja ugovora ili nemogućnošću ispunjenja obveze po ugovoru.
- Vaše podatke obrađujemo unutar Europskog gospodarskog pojasa. U slučaju eventualne potrebe prijenosa osobnih podataka izvan tog područja, takav prijenos će se odvijati samo ako je Europska komisija potvrdila da treća zemlja ispunjava određenu razinu zaštite podataka ili ako postoje odgovarajuće mjere zaštite.
- Vaši osobni podaci bit će predmetom automatizirane obrade na temelju koje će po potrebi biti izrađen Vaš profil klijenata u svrhu analize usluga i ostvarenih prava te unaprjeđivanja kvalitete poslovnog odnosa.
- Vaša prava možete ostvariti u našem Društvu podnošenjem zahtjeva u pisanom obliku na elektronsku adresu dpo@adriatic-osiguranje.hr ili na adresu sjedišta Društva - n/p službeniku za zaštitu podataka, Listopadska 2, Zagreb.

To su:

  - pravo na pristup podacima
  - pravo na ispravak i upotpunjavanje podataka
  - pravo na ograničavanje automatizirane obrade podataka (ako je primjenjivo)
  - pravo na prenosivost Vaših osobnih podataka ili brisanje osobnih podataka (ako je primjenjivo)
  - pravo uskrate privole za obradu osobnih podataka u marketinške svrhe
  - pravo na podnošenje prigovora ili reklamacije na obradu osobnih podataka - podrazumijeva Vaše pravo na podnošenje prigovora/reklamacije, ukoliko smatrate da su Vaši osobni podaci korišteni suprotno propisima.
- Obrazac zahtjeva za ostvarivanje nekog od Vaših navedenih prava dostupan je na www. adriatic-osiguranje.hr
- Svi Vaši zahtjevi i pritužbe bit će riješeni u skladu sa zakonskim propisima i u propisanim rokovima, a najkasnije u roku od 30 dana od dana zaprimanja, nakon što nesporno utvrdimo Vaš identitet.
- Ukoliko niste zadovoljni našim odlukama i smatrate da su povrijeđena Vaša prava, možete se obratiti Agenciji za zaštitu osobnih podataka, Martićeva ulica 14, Zagreb.
- Kontakt podaci službenika za zaštitu podataka:
  - tel. 01 3036 501
  - e-mail: dpo@adriatic-osiguranje.hr

ADRIATIC osiguranje d.d.

TERMS AND CONDITIONS FOR PRIVATE LIABILITY INSURANCE OF TOURIST APARTMENT GUEST
| TYPE OF INSURANCE ⑬ |

IT IS IMPORTANT TO READ THESE TERMS AND CONDITIONS CAREFULLY

ZAGREB, 01 APRIL 2021

INFORMATION TO POLICY HOLDER / INSURED PERSON

1. INTRODUCTION

1.1. The purpose of this information is to give to the policy holder/insured person the information necessary for easier understanding of the insurance contract.

1.2. Pursuant to the Insurance Act (The Official Gazette 30/15 and 112/18) and the Consumer Protection Act (The Official Gazette 41/14, 110/15 and 14/19), before concluding the insurance contract, the insurance company advises the policy holder/insured person about the following information and data:

2. OUR IDENTITY AS INSURER, MAIN BUSINESS ACTIVITY AND CONTACT ADDRESS

2.1. ADRIATIC osiguranje d. d. - dioničko društvo za osiguranje imovine i osoba i druge poslove osiguranja *(joint-stock company for insurance of property and persons and other insurance tasks)* (hereinafter: ADRIATIC).

We are entered in the court register of the Commercial Court in Zagreb under the registration number (MBS): 060006216, our PIN is: 94472454976. The seat of the Company is at Listopadska 2, 10 000 Zagreb, Republic of Croatia.

2.2. Our employees do not give counsels about products during the insurance sale. They realize remuneration for the concluded insurance contracts on the basis of the concluded employment contract, all in accordance with the Labour Act and other positive regulations.

3. CONTRACT AND INSURANCE TERMS AND CONDITIONS

3.1. The complete content of the insurance contract that we conclude arises from the offer that is not modified by the subsequently concluded contract, the insurance policy or another document about the concluded contract and the Insurance Terms and Conditions enclosed to the insurance policy that are printed below, and, in particular cases (when that is contracted specifically), also from the Special Insurance Terms and Conditions.

3.2. The Insurance Terms and Conditions are contained in the offer, the insurance policy, the Insurance Terms and Conditions that are printed below, and, in particular cases, when that is contracted specifically, also in the special Terms and Conditions that apply in particular cases.

3.3. The Insurance Terms and Conditions that are printed below determine, among other things, the term in which the offer binds the offeror, the right to revoke the offer for concluding the insurance contract and the right to desist from the concluded insurance contract and the terms for the termination and cancellation of the contract.

4. TERM IN WHICH OFFER BINDS OFFEROR, RIGHT TO REVOKE AND RIGHT TO DESIST

4.1. Unless he has determined a shorter term, the written offer binds the offeror for the time of 8 (eight) days from the day of the delivery of the offer to the other contract party. The offeror can revoke the offer in the mentioned term of 8 (eight) days from the day of its delivery to the other contract party.

4.2. The clients are entitled to desist from the concluded insurance contract in accordance with the terms under which the contract is concluded, which are stated in the insurance offer and the provisions of the Civil Obligations Act.

5. TERMS FOR TERMINATION AND CANCELLATION OF CONTRACT

5.1. Unless it was contracted differently, the insurance contract produces its effects with the expiry of the day that is designated as the day of the beginning of the insurance period in it, all until the end of the last day of the term for which the insurance is contracted.

5.1. The policy holder is entitled to cancel the insurance contract unilaterally within the term of 14 (fourteen) days from the day of concluding the insurance contract remotely (for example, through the internet) without stating a reason for that.

If, at the explicit request of the policy holder, the insurance started before the expiry of the term for unilateral cancellation, i.e. before the expiry of the term of 14 (fourteen) days from the day of concluding of the insurance contract, the policy holder is in that case obliged to pay the premium to ADRIATIC proportionally to the expired period of the insurance contract, providing that the insured case has not happened.

The notification about the cancellation shall be submitted in writing to the address of the seat of ADRIATIC, before the expiry of the term for cancellation of the insurance contract.

5.1. If the insurance is concluded for the term longer than 5 (five) years, after the expiry of that term, each party may declare to the other party in writing that it cancels the contract with the notice period of six months.

5.1. The insurance contract may also be cancelled in other cases, as it is stated in the belonging Insurance Terms and Conditions.

6. PERIOD AND END OF CONTRACT

6.1. The insurance contract is concluded and obliges the contract parties for the period of time contracted and stated in the insurance policy.

7. INSURANCE PREMIUM

7.1. The insurance premium represents a specific monetary amount that the policy holder is obliged to pay to the insurer as the compensation for fulfilling his obligation from the insurance contract towards the insured person, i.e. the insurance beneficiary.

The amount of the premium and the total amount for payment are evident from the calculation of the premium or the offer. If the data competent for calculation of the premium change until the moment of concluding of the insurance contract or there is a change in the tax legal regulations, the amount of the premium or the total amount for payment may change as well.

7.2. According to the currently valid regulations, the tax is not calculated on the subject insurance premium. The value-added tax (VAT) is not calculated.

7.3. You are obliged to pay the insurance premium in accordance with the contracted terms of payment. If the premium is paid as a one-off payment (at once), you are obliged to carry out the payment during concluding of the contract.

In case the matured premium is not paid, we can apply for enforcement on the basis of the insurance policy, with the goal of collecting the matured premium. We can also realize the right to collect the insurance premium from you by judicial means.

8. LAW THAT APPLIES ON CONTRACT AND COURT JURISDICTION

8.1. The concluding, existence, execution, fulfillment, validity and any other aspect of this contract shall be governed by the law of the Republic of Croatia, except in cases when specific risks that require the application of another law are insured.

8.2. The court jurisdiction is determined according to the place of concluding of the insurance contract.

9. LANGUAGE AND ALPHABET OF CONTRACT

9.1. The language of the contract and our mutual communication is Croatian, and the alphabet is Latin.

10. DIFFERENCE OF OPINION

10.1. If you, as the insured person, i.e. the consumer, are not satisfied with our decisions during the period of the insurance contract or if the negotiations with us did not lead to the result desired by you, you may contact the insurance ombudsman: Croatian Insurance Bureau *(Hrvatski ured za osiguranje)*, Insurance Ombudsman's Office *(Pravobraniteljstvo na području osiguranja)*, Martićeva 71, 10 000 Zagreb, e-mail: pravobranitelj@huo.hr, tel.: 01 469 66 00.

10.2. The Ombudsman's Office for the insurance activity is an independent and autonomous conciliation body that operates free of charge for the consumers. However, a precondition for the conciliation procedure before the Ombudsman's Office is that you give us a chance to reconsider our decision first.

11. WAY OF SOLVING DISPUTES AND INSTRUCTION ON FILING COMPLAINT

11.1. We shall endeavour to solve all possible disputes with us arising from or connected with the subject of the insurance contract, i.e. execution of the obligations from the insurance contract primarily by mutual agreement with you, in peaceful proceedings within the out-of-court dispute resolution procedure, that we established in accordance with the provisions of the Insurance Act.

11.2. If you are not satisfied with our proceeding or with our decision, you are entitled to file a complaint as a statement of dissatisfaction addressed to us, which is related to providing of the insurance services, i.e. execution of the obligations from the insurance contract.

The person filing the complaint may be insured person, the policy holder or the beneficiary from the insurance contract.

11.3. You can file the complaint regardless of where you live. Filing a complaint is free of charge. You don't need a lawyer to file a complaint.

A complaint may be filed for:

- our proceeding as the insurer, i.e. the person that performs the tasks of insurance representation for us as the insurer
- our decisions regarding the insurance contract or the execution of the insurance contract
- our proceeding regarding solving of a damage claim from the insurance contract.

11.4. The complaint can be also stated verbally to the Minutes in our premises at the contact address, at the address of our closest point of sale, or you can submit it by mail, telefax and e-mail, according to the details stated below, within the instruction period of 15 (fifteen) days from the day when you, as the person filing the complaint, received the decision against which you file the complaint, i.e. from the day when you learned about the reason for the complaint.

Fax for complaints: 01 303 69 50,

e-mail: prituzbe@adriatic-osiguranje.hr.

The complaint must contain:

- the name, surname and address of the person filing it which is a physical person or his/her legal representative, i.e. the company name, seat and name and surname of the responsible person of the person filing the complaint which is a legal person
- the reasons for the complaint and the requests of the person filing the complaint
- the proofs confirming the statements from the complaints, when it is possible to enclose them, which can contain the documents that were not considered in the procedure in which the decision was made for which the complaint is filed, as well as the proposals for taking of evidence
- the date of filing the complaint and the signature of the person filing the complaint, i.e. person representing the same
- the power of attorney for representation, when the complaint is submitted by a proxy.

11.5. You can also download the complaint form from our website www.adriatic-osiguranje.hr.

12. WAY OF PROCEEDING PER COMPLAINT AND RIGHT TO BE INFORMED

12.1. We will contact you to discuss your complaint, and we may also ask for additional information from you. If we cannot solve your complaint, we will explain to you why.

12.2. The term for a written response to your complaint is 15 (fifteen) days from the day of the receipt of the complaint, and exceptionally, when the response cannot be given within the term, we will advise you about the reasons of the delay and indicate when our investigation will likely be completed and when the response to the complaint will be given. We will explain the response in detail and sign it.

12.3. At your request, we will advise you about the received complaint and the course of the procedure of deciding per the complaint.

If your complaint is not solved or is cancelled for any other reason, you may present your case before a court.

12.4. If we do not succeed in solving the dispute peacefully in the out-of-court procedure by us, you are entitled to select a further legal procedure.

13. NOTE REGARDING COMPLAINTS

13.1. Solving of all the complaints is separate from solving the damage claims, as well as particular requests for proceeding per the insurance contract, i.e. requests for giving an information or explanation.

14. PROVISION ON LEGAL SUBROGATION

14.1. By operation of the law, with payment of the compensation from the insurance and up to the amount of the paid compensation, all your rights towards the person that is responsible for the damage on any basis shall be transferred to us.

14.2. If this transfer of the rights to us is completely or partially prevented by your fault (e.g. you conclude a settlement with the party which caused the damage without our approval, you forgive the debt to the party which caused the damage, etc.), we are adequately released from our obligation towards you.

14.3. However, in case that we pay the insurance claim to you, and we subsequently ascertained that we are prevented from realizing the recourse rights towards the party which caused the damage due to your proceeding, we shall claim the refund of what was paid from you.

15. ADDRESS OF SUPERVISORY BODY

15.1. As the insurer, we are subject to the supervision by the Croatian Financial Services Supervisory Agency (Hrvatska agencija za nadzor financijskih usluga - HANFA), Insurance, Leasing and Factoring Supervision Division, Franje Račkoga 6, 10 000 Zagreb, e-mail: info@hanfa.hr, tel.: 01 617 32 00, fax: 01 4811 406.

TERMS AND CONDITIONS FOR PRIVATE LIABILITY INSURANCE OF TOURIST APARTMENT GUEST

| TYPE OF INSURANCE ⑬ |

A. MEANING OF TERMS

Particular terms in these Terms and Conditions have the following meanings:

Insurer - ADRIATIC osiguranje - dioničko društvo za osiguranje imovine i osoba i druge poslove osiguranja.

Policy holder - the person which concluded the insurance contract with the insurer.

Insured person - it can be exclusively a guest of a tourist apartment, i.e. a physical person whose liability is covered by the insurance. The insured person can also be an underage person (up to the age of 14) accompanied by an adult person (hereinafter: the guest).

Guest of a tourist apartment - the person that uses the service of overnight accommodation in a tourist apartment for an adequate fee, and which is properly entered in the guestbook and registered with the competent tourist board (hereinafter: the guest).

Third party / damaged party – can be exclusively the Landlord of a tourist apartment, i.e. the person to which the damage was caused according to Item B.1. and providing that he is not the subject of the insurance contract or a person whose liability is covered by the insurance (hereinafter: the landlord).

Landlord of a tourist apartment – a physical, a legal person or a craftsman that provides the service of overnight accommodation, i.e. performs the activity of renting tourist apartments (the beneficial owner of the accommodation facility that is rented) pursuant to the regulations on providing the accommodation services, whose property interest is covered by the insurance, i.e. a person that rents accommodation with the registered accommodation capacity (hereinafter: the landlord).

Tourist apartment - the accommodation facility in which the insured person (guest) stays, and in which the landlord provides the service of overnight accommodation to guests. Beside the apartment, as a tourist apartment is also considered a room, a caravan, a villa, i.e. a holiday home.

Insurance policy - the document about the concluded insurance contract.

Insurance amount / coverage limit - is the monetary amount to which the insurance contract was concluded, i.e. the highest amount of the insurer's obligation for each insured case, and also the limit of the insurer's obligation for all the insured cases realized during the insurance coverage per the insurance policy, specifically, unless it is contracted differently in the insurance policy:

- for rooms, apartments and caravans, the coverage limit is 5.048,11 kn (EUR 670,00)
- for villas and holiday homes, the coverage limit is 15.069,00 kn (EUR 2.000,00)

Insured case - a future, uncertain harmful event independent of the will of the policy holder and/or the insured person, the consequence of which is arising of the damage for which a third party might request a damage compensation; it is believed that the insured case has arisen at the moment when such an event started to be realized.

Insurance claim - the monetary amount that the insurer is obliged to pay on the basis of the insurance contract, upon arising of the insured case.

B. SUBJECT OF INSURANCE

B.1. According to these Terms and Conditions, the insurance covers the civil non-contractual liability of the insured person (guest), i.e. the persons for which he is responsible for the damages caused to the landlord. The insurance coverage comprises exclusively the damage caused by a loss, destruction or damage of the object.

B.2. It is considered that the insured case has arisen when an action is carried out or a failure of the insured person, or from the ownership, i.e. use (utilization) of an object or another source of danger, by which a damage was caused to the damaged person.

B.3. The insurance coverage comprises the liability of the insured person (guest) in the capacity of the lessee towards the lessor (landlord) for the damages due to a damage and/or destruction of the real estates and/or movables that the insured person rented and uses for private purposes. By this is understood the insurance coverage:

- in the capacity of a private person beyond performing a craft activity and beyond all the activities by which one earns money
- from the possession and use of working machines and vehicles and aircraft, vessels and vehicles that are not subject to compulsory traffic insurances pursuant to the provisions of the Compulsory Traffic Insurance Act
- from the ownership, i.e. holding of domestic non-exotic animals allowed by the legal regulations and exclusively if the animals are not kept for the purpose of earning money, and are not "a dangerous dog" according to the applicable Ordinance on Dangerous Dogs.

B.4. Ordinary negligence is presumed. The insurer is obliged to compensate every damage caused by the person for which the insured person is legally responsible (e.g. the liability of the parents for an underage child, when that child is also a guest of the tourist apartment), even if the damage was caused intentionally or by utmost (gross) negligence of that person.

B.5. In the sense of these Terms and Conditions, as the insured case is not considered negotiating or stopping the negotiations contrary to the principle of conscientiousness and honesty (precontractual liability), or a violation of the existing obligation of the insured person (contractual liability).

B.6. The insurer is obliged to compensate only the damage that arose from tort that happened exclusively at the address and only during the stay of a guest of a tourist apartment in the accommodation facility and the belonging courtyard, i.e. plot of land.

B.7. The insurance coverage is provided for recorded damages arisen on the property of the landlord, which were committed by a guest of a tourist apartment. In the sense of these Terms and Conditions, as recorded damages are considered the damages that are recorded in the Record about the committed damage (Item K. of the Terms and Conditions), that are filled in and that must be signed by the guest and by the landlord or, additionally, that were recorded in a police record.

B.8. The Record, as an addition to these Terms and Conditions in Item K. makes their integral part and the insurer hands them over to the insured person during issuing of the insurance policy.

The accompanying photo documentation of the damage is mandatory as well.

B.9. Since the Record (Item K. of the Terms and Conditions) are made in such a way that the liability of the guest for the committed damage can be ascertained without doubt, the guest and/or the landlord undertake to hand over the same to the insurer during reporting the insured case. In case that the insurer does not receive the Record about the committed damage filled in and signed by the guest and the landlord or, additionally, the police record, as it is stated in Item B.7., the insurer is not obliged to compensate the arisen damage.

C. PERIOD OF INSURANCE

C.1. Unless it is contracted differently, the insurance protection begins in relation to each particular guest from the moment when the guest is registered with the competent tourist board, i.e. enters in the tourist apartment.

If the moment of registration of the guest in the tourist apartment cannot be determined - the insurance begins at 24 hours of the day designated as the day of registration in the guestbook, i.e. the day of registration of the guest with the competent tourist board.

C.2. The insurance protection is conditioned by previous payment of the premium to the insurer. If the premium is paid after the beginning of the insurance, the insurer's obligation begins upon the expiry of the 24th hour of the day when the premium is paid.

C.3. The insurance ceases at the moment when the guest leaves, i.e. checks out of the tourist apartment on the day designated in the check-out as the day of the end of using the tourist apartment.

If the moment of the guest's check-out cannot be determined - the insurance ceases at 12 hours of the day entered in the guestbook as the day of the end of using of the accommodation facility, i.e. the day of deregistration with the competent tourist board.

C.4. The insurer has the obligation only if the insured case arises during the period of the insurance.

D. INSURANCE PREMIUM

D.1. The policy holder is obliged to pay the premium as a one-off payment during contracting the insurance policy or at the latest until entering in the tourist apartment, i.e. until the moment of the anticipated beginning of the validity of the insurance coverage.

E. EXCLUSION OF INSURER'S OBLIGATION

According to these Insurance Terms and Conditions, the following is not compensated:

E.1. the damage from destruction or damage of a mobile electronic apparatus or device (e.g. mobile phone, tablet, computer, audio, video and photo equipment, navigation devices, etc.).

E.2. the damage arising from the claim that is based on a contract or specially written agreement.

E.3. damages caused by intention or fraud by the insured person, the policy holder, the damaged party and/or the insurance beneficiary.

E.4. the damage suffered by the policy holder and/or the insured person, their spouses, cohabitants, children and persons they support and for which they are responsible and other persons that live in a common household with the policy holder and/or the insured person.

E.5. the damage suffered by the person that is in the relationship of co-ownership of a private house or an apartment with the policy holder and/or the insured person, their spouses, cohabitants, children and persons they support and for which they are responsible and other persons that live in a common household with the policy holder and/or the insured person.

E.6. a damage to the environment and a threatening danger from a damage, as well as all the expenses connected with undertaking the measures for elimination of a threatening danger from a damage, i.e. pollution defined by the Environmental Protection Act, except the compensations of a sudden damage caused to physical and legal persons during causing a damage to the environment (compensation of other damages that occurred during arising of the damage to the environment).

E.7. the consequential damage of the loss of the earnings, contractual penalties, penalties, fines, etc.

E.8. the damage on movables and real estates of third parties that the insured person took into lease, rented, borrowed, took for use, safekeeping or transport, except in the case stated in Item B.3.

E.9. the damage that arose gradually, and not suddenly.

E.10. the amount of the contracted deductible (retention of the insured person), if it is contracted in the insurance policy.

E.11. the damage committed from the ownership or use of an aircraft, vessel and vehicle that are subject to compulsory traffic insurances, pursuant to the provisions of the Compulsory Traffic Insurance Act.

E.12. damages from professional engagement in sports.

E.13. damages caused by melee weapons and arms in general.

E.14. damages when one is not legally responsible.

E.15. damages due to action of asbestos, legionella bacteria, MRSA virus, for the damages due to genetically modified organisms, i.e. products, any events caused by or connected with an epidemic, pandemic and/or contagious diseases

E.16. damages caused by death, bodily injury or impairment of health of third parties.

E.17. property damages in a broader sense (purely property damages).

In any case, all the insurer's obligations are completely excluded if the insured case has arisen:

E.18. due to an earthquake.

E.19. due to a war, animosity, war operations or actions similar to war, civil war, revolution, rebellion, uprising or civil unrest that arises from such events.

E.20. during preparing, an attempt or execution of a premeditated criminal offence and during an escape after such an action.

E.21. directly or indirectly caused by an act of terrorism or connected with the same. In the sense of these Terms and Conditions, as terrorism is considered the use of illegal violence with the goal of serious disturbance of public order, intimidating the authorities or the society for the purpose of achieving goals that are, in general, political, religious or ideological.

E.22. damages that are directly or indirectly, completely or partially, caused by or arisen due to: ionizing, magnetic, electromagnetic, x-ray, nuclear, laser radiation by rays or fields and pollutions by radioactive and nuclear substances of any kind.

The insurance contract is null if the insured case has already arisen at the moment of its concluding, or it was already in the process of arising, or if it was certain that it would arise, or the possibility that it arises has already ceased at that time, and the paid premium is returned to the policy holder reduced by the arisen insurer's expenses.

F. OBLIGATIONS OF POLICY HOLDER AND OF INSURED PERSON

F.1. Obligation of reporting before concluding the insurance contract

Until the moment of concluding the contract, the policy holder and the insured person are obliged to report to the insurer all the circumstances that are significant for risk assessment, if they are known to them or could not have remained unknown to them.

If the policy holder does not proceed according to the provisions of this item, the insurer will proceed according to the provisions of the Civil Obligations Act.

F.2. Reporting the insured case

F.2.1. When the insured case on the basis of which payment of the insurance claim is requested arises, the insured person is obliged to proceed in the following way:

- to undertake all that is in his power to limit its harmful consequences, observing thereby the instructions given to him by the insurer or his representative
- to proceed according to the provisions of Items B.7., B.8. and B.9. o these Terms and Conditions
- to inform the insurer about the onset of the insured case at the latest within the term of three days since he has learned about it
- to confirm in writing the report given verbally, by telephone, telegram or in any other similar way as soon as possible, at the latest within three days
- in all the cases anticipated by the regulations, to report to the competent authority of the internal affairs and state which things were destroyed, i.e. damaged or disappeared during the onset of the insured case
- until the arrival of the representatives of the insurer to the very place, not to change the condition of the damaged, i.e. destroyed objects, except if the change is necessary in public interest or for the purpose of reducing, i.e. preventing the increase of the damage, i.e. for the purpose of continuing normal production.

F.2.2. Regardless of the term in which he submitted his report of the damage, the insured person is obliged to give all the data and other proofs necessary for assessing the cause, scope and amount of the damage to the insurance representative. The insurer may also request that the insured person obtains other proofs too, if that is necessary and justified.

G. DIRECT REQUEST OF THIRD PARTY

G.1. The insurer is responsible for the damage arisen by the insured case only if the third damaged party requests its compensation (direct request of the third party).

G.2. The damaged person may request the compensation of the damage it suffered by the event for which the insured person is responsible directly from the insurer, but at the most up to the amount of the insurer's obligation.

G.3. If the insurer decides to pay the compensation to the damaged person completely or partially, he may advise the insured person about that.

G.4. From the day when the insured case happened, the damaged person has his/her own right to a compensation from the insurance and every later change in the insured person's rights towards the insurer has no effect on the damaged person's right to a compensation.

H. OBLIGATIONS OF INSURED PERSON AFTER ARISING OF INSURED CASE

H.1. The insured person is obliged to advise the insurer in writing without delay in case of any event or circumstance that could lead to submitting of a damage claim against him or to the insurer, in the sense of determining his liability.

H.2. If the insured person has another insurance contract concluded by which his liability is insured, that can be compensates as well as under these Terms and Conditions, in case of a damage, the insurance claim shall be paid primarily on the basis of that other contract, and the insurance claim shall be paid on the basis of these Terms and Conditions only in case that the coverage per the other insurance has not been sufficient, specifically, up to the amount of the uncovered part of the damage. In case of a report of the harmful event, the insured person is obliged to advise the insurer about possible existence of other insurance contracts.

H.3. The insured person is obliged to advise the insurer also when the damage claim against him is submitted through a court, as well as when the procedure for taking the evidence is initiated.

H.4. If an investigation has been conducted, an indictment has been raised or a decision has been passed in the criminal proceedings, the insured person is obliged to advise the insurer about that immediately even when he has already reported the arising of the harmful event. Also, he is obliged to submit the finding of the competent authority regarding the arisen harmful event.

H.5. The recognition of the liability of the insured person does not entail the insurer's obligation to compensate the damage. The insured person is not authorized to make a statement about the damage claim without the previous consent of the insurer, particularly to recognize it completely or partially, to conclude a settlement about the damage claim, or to carry out the payment, except if the recognition, settlement i.e. payment could not have been rejected according to the factual state, without thereby committing evident injustice. If the insured person mistakenly believed that his liability existed or that the facts were ascertained correctly, that will not justify him.

H.6. If the damaged party files the claim for the damage compensation against the insured person, the insured person is obliged to submit to the insurer the subpoena, i.e. the claim and all the documents and submissions regarding the harmful event and the damage claim.

H.7. If the insured person opposes the insurer's proposal that the damage claim be solved by a settlement, the insurer is not obliged to pay the surplus of the damage compensation, the interest and expenses that arose due to that.

H.8. In case that the damaged party addresses the insurer with damage claim directly, the insured person is obliged to submit to the insurer all the evidence and data he has at disposal, that are necessary to determine the responsibility for the committed damage and for assessing whether the request is founded, the scope and the amount of the damage.

H.9. If the insured person does not observe the obligations from this Item H. he will bear the adverse consequences that arise due to that, except if the same would have arisen even if he had observed the obligations.

I. OBLIGATIONS OF INSURER

Regarding the submitted damage claim by the damaged person, the insurer is obliged:

- to undertake the defence against the unfounded or excessive damage claim together with the insured person (I.1. Legal protection)
- to meet the founded damage claims (I.2. Payment of insurance claim)
- to compensate the costs of the judicial proceedings (I.3. Compensation of judicial proceedings).

I.1. Legal protection

I.1.1. The obligation of the insurer regarding providing the legal protection comprises:

- checking the liability of the insured person for the arisen damage
- conducting the litigation on behalf of the insured person if the damaged party realizes the right to the damage compensation in a litigation
- giving all the statements on behalf of the insured person that he finds useful for fulfillment or defence from an unfounded or excessive damage claim.

I.1.2. With the consent and the instructions of the insurer, conducting of the litigation can also be entrusted to the insured person who is in that case obliged to observe the instructions and orders of the insurer regarding conducting the litigation proceedings.

I.1.3. The insurer may take over conducting of the litigation or take the place of the insured person or participate in the capacity of the intervener.

I.2. Payment of insurance claim

I.2.1. The insurer's obligation is to compensate the damage on the basis of:

- the recognition he has given or approved
- the settlement he has concluded or approved
- the court decision.

I.2.2. The insurer is authorized to deposit to the insured person the insurance amount in the name of the compensation and, in that case, he is released from all of the obligations and procedures regarding the insured case.

I.2.3. The insurer participates in making a deposit, for the purpose of ensuring the compensation of the damage that the insured person would be obliged to deposit on the basis of the legal regulations or a court decision, specifically, up to the amount of his obligation for the damage compensation.

I.3. Compensation of judicial proceedings

I.3.1. Within the limits of the insurance amount, the insurer covers the costs of the litigation and other justified costs for the purpose of ascertaining the insured person's liability.

I.3.2. The costs of the measures undertaken at the request of the insurer or in agreement with him, for protection from unjustified and excessive claims of third parties, are also compensated from the insurance.

I.3.3. The costs of the criminal proceedings, as well as the costs of representation in non-contentious proceedings are not covered by the insurer.

I.3.4. All the costs, together with the insurance claim shall be compensated up to the insurance amount stated in the insurance policy.

J. APPLICATION OF THESE TERMS AND CONDITIONS

J.1. The contract parties find as relevant for mutual relationships only what is contained in these Terms and Conditions.

J.2. The contract parties will understand as indisputable that the verbal agreements that are not in accordance with the provisions of these Terms and Conditions or are contrary to them are not relevant for mutual relationships, except if they are made in writing as an annex to the policy and if that annex was signed by both contract parties.

J.3. All that has not been stipulated by the provisions of these Terms and Conditions, and is important for mutual relationships of the contract parties, will be adequately governed by the regulations of the Republic of Croatia that stipulate the matter that is the subject of this insurance.

These Terms and Conditions were passed by the Management Board of the company on 01 April 2021 and they enter into force as of the same day. The number of the Terms and Conditions: AD 2021/13.07-5

For good partnership,

Your Adriatic osiguranje

K. RECORD ON COMMITTED DAMAGE

DATA ABOUT LANDLORD* (DAMAGED PARTY)	
NAME AND SURNAME:	
PIN:	
TEL./MOBILE/E-MAIL:	
TOURIST APARTMENT ADDRESS:	
DATA OF ANOTHER INSURANCE:	

* The person that provides the service of overnight accommodation, i.e. performs the activity of renting a room, apartment or a holiday villa (home).

DATA ABOUT GUEST OF TOURIST APARTMENT THAT COMMITTED DAMAGE TO LANDLORD'S PROPERTY** (PARTY WHICH CAUSED DAMAGE)	
NAME AND SURNAME:	
PIN/MB:	
RESIDENCE:	
IDENTITY CARD/PASSPORT NO.:	
TEL./MOBILE/E-MAIL:	

**The person that uses the service of overnight accommodation in a room, apartment or a holiday villa (home) for an adequate fee, which is entered in the guestbook and registered with the competent tourist board.

DATA ABOUT HARMFUL EVENT		
DATE AND TIME OF ARISING:		
DESCRIPTION OF HARMFUL EVENT / HOW IT AROSE AND WHAT CIRCUMSTANCES PRECEDED IT?		
WHICH OF THE INSURED OBJECTS (PARTS OF STRUCTURE, MOVABLES) ARE DAMAGED OR DESTROYED BY THE GUEST?	1.	
	2.	
	3.	
	4.	
	5.	
	6.	
	7.	
	8.	
	9.	
	10.	

SPECIAL NOTES:

These Record of the committed damage make an integral part of this documentation that the landlord (the damaged party) or the guest (the party which caused the damage) hand over to the insurer Adriatic osiguranje d.d. during reporting the onset of the insured case.
Besides the Record, the person which reports the damage is obliged to enclose the belonging photo documentation about the damage as well!

DATE AND PLACE:	Signature of LANDLORD (DAMAGED PARTY):	Signature of GUEST (PARTY WHICH CAUSED DAMAGE):

INFORMATION ON DATA PROCESSING

- ADRIATIC osiguranje d.d., Listopadska 2, PIN 94472454976 (hereinafter: the Company) collects and processes the personal data of clients. The Company is responsible for adequate protection of the personal data and, as such, it observes all the legal standards about processing, protection, confidentiality, proceeding with and keeping of personal data. We process the personal data that are the subject of processing in the way and in the extent as it is defined in the Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016, finding the legal basis for processing of your personal data in the relevant provisions of the competent laws and regulations.
- We collect and process your data fairly for the purpose of processing your request for concluding the insurance contract, calculating the amount of the premium, solving your damage claim, collecting the late premium or responding to the inquiries. Thereby, the extent of the personal data that we collect depends on the type of the insurance contract that you intend to conclude or conclude, and on the request for realizing the right from the insurance. Personal data processing is necessary for the execution of the contract and for observing the legal obligations of the Company. We collect the personal data that are necessary for concluding the insurance and the risk assessment that precedes it according to the rules of the trade and the activity of the Company. By concluding the insurance contract, you also give the consent to the Company to collect your personal data from third parties which data you revealed to those third parties in accordance with the prescribed purpose, which are necessary to the Company to fulfill the legal obligations or the obligations per the insurance contract.
- Processing of the personal data necessary for the purposes of direct marketing of the Company (notifications about the expiries of the insurance contract, new products, change of the existing products and services) and for the needs of market research is a legitimate interest of the Company, except when your interest, i.e. your basic rights and freedoms that require the personal data protection have the priority before the legitimate interest of the Company.
- The personal data that we collect and process, i.e. without which we cannot conclude the contract or fulfill the obligations from the insurance contract, are
  - the name and surname, the address, the residence or domicile, the address for service of documents, your identification numbers, the date of birth, the contact data, data about the case, as necessary, the identification document. We can collect the personal data on the basis of your statement or by checking your documents, i.e. by taking a photocopy of your documents when that is prescribed by a law or by our internal procedures.
- The Company will process the data about the membership in particular interest organizations (for example, membership in a union) and the data about the disability as the personal data that you evidently gave us and published them exclusively for the purpose of realizing specific benefits of the insurance contract.
- We may reveal your data to the following categories of receivers as necessary, but exclusively for the purposes that are stated: to insurance and reinsurance brokers, insurance and reinsurance companies, health institutions, professionals and court experts (lawyers, detectives, adjusters, medical experts), and to companies that perform the assistance services (if contracted). All the receivers of your data observe the adequate technical and protection measures so as to ensure the protection of your rights. The personal data of the subjects can be forwarded to the Croatian Insurance Bureau, the Ministry of the Interior, the Center for Vehicles of Croatia *(Center za vozila Hrvatske)*, the Croatian Financial Services Supervisory Agency or another competent authority for the purpose of sending reports or meeting other legal obligations when the obligation of sending those data is legally prescribed.
- The personal data will be stored in prescribed places and will be stored as long as it is necessary for fulfillment of the purpose for which they were processed. All the personal data that are collected and processed may be withdrawn from processing at your request, except if there is a legal obligation of the Company or a legitimate interest (e.g. a litigation) for longer time of storage.
- If you refuse to give particular data, we will not be able to fulfill our legal or contractual obligations, which will result in inability to conclude the contract or inability to fulfill the obligations per the contract.
- We process your data within the European Economic Area. In case of possible need to transfer the personal data beyond that area, such transfer will be carried out only if the European Commission has confirmed that the third country meets a specific level of data protection, or if adequate measures of protection exist
- Your personal data will be the subject of automated processing on the basis of which, as necessary, your client profile will be made for the purpose of the analysis of services and realized rights and improving quality of the business relationship.
- You can realize your rights in our Company by submitting a written request to the e-mail dpo@adriatic-osiguranje.hr or to the address of the seat of the Company - Attn.: Data Protection Officer, Listopadska 2, Zagreb.

Those are:

  - the right to access the data
  - the right to correct and supplement the data
  - the right to limit the automated data processing (if applicable)
  - the right to transferability of your personal data or deletion of the personal data (if applicable)
  - the right to deny the consent for personal data processing for marketing purposes
  - the right to submit an objection or complaint about personal data processing - your right to submit an objection/complaint is understood, if you believe that your personal data were used contrary to the regulations.
- The form of the request to realize one of your mentioned rights is available at www. adriatic-osiguranje.hr
- All your requests and complaints will be solved in accordance with the legal regulations and in the prescribed terms, at the latest within the term of 30 days from the day of the receipt, after we unequivocally ascertain your identity.
- If you are not satisfied with our decisions and believe that your rights have been violated, you can contact the Croatian Data Protection Authority *(Agencija za zaštitu osobnih podataka)*, Martićeva ulica 14, Zagreb.
- Contact data of the data protection officer:
  - tel. 01 3036 501
  - e-mail: dpo@adriatic-osiguranje.hr

ADRIATIC osiguranje d.d.