

7. E DREJTA E INFORMIMIT

-I siguruari ka te drejten te informohet nga Siguruesi mbi kushtet, procedurat dhe afatet e mbulimit dhe/ose perfitimit nga sigurimi, informim i cili fillon para nenshkrimit te kontrates dhe vazhdon gjate periudhes se vlefshmerise se kontrates. Informimi merret nepermjet telefonit, e-mailit, faqes zyrtare ne internet apo broshurave informative te perdoruara nga shoqeria.

- I siguruari dhe/ose Policmbajtesi jane informuar nga Siguruesi perpara nenshkrimit te kontrates se sigurimit, duke marre te gjithe informacionin e nevojshem ne lidhje me te dhenat juridike te siguruesit, llojin perkatës te sigurimit, procedurat, afatet, metodat e trajtimit te kerkesave per demshperblim, rreziqet e mbuluara dhe te perjashtuara, metodat e llogaritjes, afatet dhe menyra e pageses se primit, metodën e llogaritjes se vleres se kompesueshme dhe cdo informacion tjetër qe ka lidhje me kontraten e sigurimit.

8. E DREJTA E TE SIGURUARIT PER T’U ANKUAR

I siguruari apo persona të tjerë të interesuar, kane te drejte të paraqesin një ankesë pranë shoqërisë së sigurimit, ne rast se cmojne se shoqeria e sigurimit nuk u përmbahet kushteve të vendosura në kontratën e sigurimit. Ankesa mund te paraqitet ne forme elektronike (e-mail) ose me shkrim ne adresen postare te shoqerise. Shoqëria e sigurimit do ti pergjigjet çdo ankesë të depozituar me shkrim apo në formë elektronike dhe do te jap çdo informacion të kërkuar që ka lidhje me kontratën e sigurimit, brenda afateve te percaktuara ne ligj.

9. DISPOZITA TE TJERA

Çdo ndryshim i mundshëm i kushteve të kontratës duhet të miratohet me shkrim nga i Siguruari dhe Siguruesi. Në respekt të nenit 686 te Kodit Civil i siguruari deklaroi se kushtet e pergjithshme të kësaj kontrate sigurimi nënshkruar me shoqërinë SIGAL UNIQA Group AUSTRIA sh.a janë të njohura dhe pranuar prej nesh. Këto terma i kemi negociuar dhe pranuar me vullnet te plote e te lirë pasi jemi konsultuar me dispozitat ligjore në fuqi.

Policmbajtesi bie dakort që në rast mosmarrveshje ndërmjet tij dhe siguruesit të ndërmjetësorë dhe ta zgjidhë sipas rregullave të procedurës të brendshme të zgjidhjes jashtëgjyqësore të mosmarrëveshjeve. Për këtë qëllim është informuar mbi rregullat e brendshme të shoqërisë për mbrotjen konsumatore.

Juridiksioni - Çdo kundërshti mbi këtë Policë që nuk mund të zgjidhet me mirëkuptim reciprok është juridiksion i legjislacionit të Republikës së Shqipërisë dhe Gjykatës së Rrethit Gjyqësor ku është lëshuar polica e sigurimit.

Kjo kontratë sigurimi hartohet dhe zbatohet në përputhje me kushtet e percaktuara si më sipër, Kodin Civil, Ligjin nr.52 te vitit 2014 “Për veprimtarinë e sigurimeve dhe risigurimeve” dhe legjislacionin tjetër ne fuqi.

NENSHKRIMET E PALEVE NE POLICEN E SIGURIMIT VERTETOJNE SE KANE RENE DAKORT ME INFORMACIONIN E DHENE PARAPRAKISHT, KANE LEXUAR DHE KUPTUAR TE GJITHA TERMAT DHE KUSHTET E KESAJ KONTRATE SIGURIMI, DHE PRANOJNE ME VULLNET TE LIRE T’I RESPEKTOJNE ZBATOJNE ATO. KETO KUSHTE JANE NJOHUR DHE PRANUAR PER TU RESPEKTUAR DHE ZBATUAR NGA PERFITUESI I KESAJ KONTRATE I CILI ESHTË DHE MBAJTES I KONTRATES.

Insurance's Terms and Conditions Travel Insurance



1. Coverage of emergent medical expenses and repatriation expenses:

This insurance policy shall cover:

The reasonable and necessary emergent medical expenses and reasonable and necessary repatriation expenses up to the maximum limit defined in the insurance policy schedule and according the chosen coverage area, in case of a medical emergency incurred by the insured person outside the territory of Albania due to a sudden and unexpected illness or accident during the insurance coverage term.

This insurance is only valid for citizens who are in the territory of the Republic of Albania at the time of issuing the insurance policy.

Medical expenses covered (in Euros)	The rate of coverage
Up to 200 Euros	100%
201 - 1,000 Euros	90%
1,001 - 2,000 Euros	80%
Exceeding 2,001 Euros	70%

2. Definitions:

‘Accident’ – Shall be defined: An unexpected and unforeseen event that happens regardless of the Insured’s intentions, is identifiable as per the place and the time of the event, has a direct, violent and external impact on the Insured and that causes the death, professional disability, or bodily injury of the Insured.

‘Emergency’

- Shall be defined: a condition that can be affirmed in case of an accident, or any sudden beginning or worsening of a severe illness resulting in a medical condition that presents an immediate threat to health and therefore requires urgent medical measures. Only medical treatment by a physician, general practitioner or specialist or hospitalizations that commences within 24 hours of emergency – causing event shall be covered as such.

‘The Insured’ – Shall be defined: Any individual whose name and personal data are shown in the insurance policy schedule and for whom the insurance premium is paid.

‘The Insurer’ – Shall be the Insurance Company SIGAL UNIQA Group AUSTRIA;

‘Pre-existing conditions’

- Any disease, illness and/or bodily injury that either:
- has been diagnosed by a physician or has required medical treatment, including prescription of drugs, prior to the effective date of the policy;
- exhibited symptoms, prior to the effective date of the policy, which could cause an ordinary prudent person to seek medical advice or treatment

3. Exclusions applicable for the coverage

The Insurer shall not be liable for expenses:

1. Expenses incurred in Albania;
2. Expenses incurred after 1 (one) month from the date of Insurance Policy termination;
3. Emergency expenses incurred after 15 (fifteen) days from the date of the diagnosis date or commencement of medical treatment;
4. The medical or repatriation expenses incurred, that exceed the total limit defined in the insurance schedule;
5. Any expenses paid by any medical plan, insurance policy or by any government or private medical program;

6. Expenses arising from: health issues related directly or indirectly from the alcohol use, inebriation, from the direct or indirect effects or influence of drugs or intoxicants of any kind, from the use of drugs or hallucinatory substances of any kind or abuse of chemical substances, from suicide or attempt to, from the Insured person's own criminal act, or willful self-exposure of the Insured person to exceptional danger (except in an attempt to save human life);
7. For losses directly or indirectly caused by war, invasion, acts of foreign enemies, hostilities or war like operations/activity whether war be declared or not, civil war, mutiny, riot, civil commotion assuming the proportions of a popular uprising, coup d'état, military rising, insurrection, rebellion, revolution, military or usurped power, or the act of every person acting on behalf of connecting to organization (s) who aim to overthrow by force the government de jure or de facto, or influencing it by acts of terrorism or violence;
8. Expenses incurred for mental depression, anxiety, mental, psychological or nervous conditions treatment;
9. Expenses incurred for normal visual treatment and provision of visual aid, or normal hearing test and provision of hearing aid, routine medical check - up and examination;
10. Expenses incurred for elective cosmetic surgery or medical treatment related to such surgery;
11. Expenses incurred for normal pregnancy or child birth;
12. Expenses incurred for normal dental treatment or provision of false teeth or dentures; For dental emergencies are paid no more than € 100 (after applying the % of participation);
13. Expenses incurred for bodily injuries caused during participation in climbing normally involving the use of ropes or guides, Air Travel (except as a passenger in a properly licensed multi-engines aircraft being operated by a licensed commercial air carrier) including gliding and parachuting, winter sports, races on horseback or driving or riding in any kind of race, cars, bikes, participation in submerged diving, aquatic ski or while usage of timber processing machineries;
14. Expenses incurred for self – inflicted injuries or venereal diseases or AIDS and all diseases caused by and / or related to AIDS.
15. Expenses incurred for every physical defects, instability, chronic medical condition or disease, pre-existing the date of insured person's coverage;
16. Indemnity claims for expenses that exceed the usual and reasonable charges for services rendered and supplied furnished;
17. Indemnity claims for expenses incurred by anyone who travels in adverse of his/ her medical practitioner's advice;
18. Indemnity claims for expenses incurred by anyone who travels with the purpose of obtaining medical treatment;
19. Indemnity claims for expenses incurred by anyone who has been given a severe or terminal diagnosis;
20. Indemnity claims for expenses incurred by anyone aged 69 years old and over, except the cases when such individual has been insured according the proper Insurance Table Chart and conditions. Should the Insured become 69 years old while the Insurance policy is in force, this Insurance policy is not liable for expenses except the cases that the person has been insured according the proper Insurance Table Chart and conditions (above mentioned in this coma).
21. Expenses that might result as the consequence of an accident occurred at the site of work, if the insured is engaged in an employment activity outside Albania during the term of this insurance.
22. Expenses if the insurance policy was issued at a time when the insured was located outside the territory of the Republic of Albania.

4. Conditions applicable on all the Sections

1. If you will be hospitalized in a hospital or clinic as a patient, the Insurer should be notified within 48 hours from the admission time. If not notified within this term the Insurer shall cover the medical expenses up to the max. € 150.
2. The Insured in case of an insured event shall acquire and collect from the medical provider institution the entire medical documentation and the payment receipts, in order to present them at the Insurer. Only the originals shall be validated and not copies or photocopies of these documents.

3. The Insurer is not liable on indemnity claims according this Insurance coverage, except when the Insured have fulfilled all that requested in the Insurance Policy and other documents requested by the Insurer.
4. The Insurer shall reimburse the Insured Person only after the Insured person shall proof to the Insurer the payment to the hospital for the medical services obtained; or The Insurer shall pay directly the hospital in case that the hospital had received written confirmation of the Insurance coverage from The Insurer only after delivery of the medical report and documents of the Insured.
5. The Insured Person must do all in his power to prevent accidents, injuries or illness.
6. All necessary expenses to obtain the certificates, information, testimonies or any other proof required by SIGAL UNIQA Group AUSTRIA shall be borne by the insured or his/her legal representatives.
7. No person has the right to accept responsibilities or represent or undertake other similar actions on behalf of the Insurer, except on written authorization of the Insurer. The Insurer is entitled to follow up, audit and terminate all the procedures that relate to or derive from the indemnity claims of the Insured person.
8. In case of an indemnity claim, the Insurer (or a medical practitioner appointed by the Insurer) reserves the right to request the Insured to submit to medical testing at the Insurer's expense in order to better evaluate the claim request. The Insured must comply with request. In case of death of the Insured, the Insurer on his own expenses reserves the right of the autopsy of the body.
9. The Insurer on his own expenses may undertake legal procedures on behalf of the Insured, such as to have compensations from the Third Parties for every indemnity paid claim according this Insurance Policy and the entire amount received will pertain to the Insurer. The Insured will do all in his power to help the Insurer.
10. All disagreement among the Insured and SIGAL UNIQA Group AUSTRIA shall be settled by the Albanian Court.
11. No refund is allowed (full or partial) after the inception date. If requested this Insurance Policy can be void for reasons that are not under the Insured person's power. In such case the premium can be returned after the deduction of administrative expenses, on condition that the void request has been issued prior to the inception date.
12. The Insurer's responsibility shall not exceed the defined limits in the insurance policy schedule.

5. PERSONAL DATA PROTECTION

The insured person is familiar with the privacy statement of the insurance company and authorizes UNIQA GROUP AUSTRIA jsc to collect and process personal data and information which is needed for the insurance contract administration, for services provision to the policyholders and the beneficiaries including the treatment of damage for the provision of new products or services, based on the relevant laws in force (Law no. 9887, dated 10.03.2008, "Personal data protection" and transferring of personal data to the third for insurance or business purposes, which also guarantee the protection of personal data. In any case, personal data protection will be made in accordance with the rules and procedures provided in Law no. 9887, dated 10.03.2008, "Personal data protection"

Through signing the contract, the insured/beneficiary authorizes the insurance company that for effect and implementation of insurance contract to take personal data including sensitive ones from third parties in order to process them.

6. RIGHT TO INFORMATION

-The Insured has the right to be informed by the insurer regarding conditions, procedures and terms of coverage and / or benefit from the insurance, information which begins before signing the contract and continues during the validity of the contract. The information obtained by phone, e- mail, official website or informative brochures used by society.

- The insured and / or policyholders are informed by the insurer before signing the insurance contract, by taking all the necessary information about the legal input of the insurer, or type of insurance, procedures, deadline, damage procedure methods, risks covered and excluded, calculation methods, terms and manners of premium payment, the reimbursable value calculating method and any other information relating to the insurance contract.

7. THE INSURED RIGHT TO COMPLAIN

The insured or other interested persons have the right to present a complaint with the insurance company, in any case consider that if the insurance company does not comply with the conditions established in the insurance contract. Complaints can be submitted in electronic form (e- mail) or writing to the mail box of the company. The insurance company will respond to every complaint submitted in writing or in electronic form and will give any information requested related to the insurance contract within the time limits provided in law.

8. OTHER PROVISIONS

Any possible change of contract terms must be approved in writing by the insured and the insurer. In respect of Article 686 of the Civil Code states that the insurer's general conditions of the insurance contract signed with society Sigal UNIQA Group is recognized and accepted by us. These terms have negotiated and voluntarily agreed to full and free after we have consulted with the legal provisions in force.

Policyholder agrees that in case of disagreement between him and insurers to mediate and resolve them according to internal rules of procedure of extrajudicial resolution of disputes. For this purpose it is informed of the internal rules of society for consumer protection.

Jurisdiction - Any controversy over this policy that cannot be solved by mutual agreement of the legislation is the jurisdiction of the Republic of Albania and the District Court where the insurance policy is issued.

This contract is drawn up and implemented in accordance with the conditions specified above, Civil Code, Law No. 52 of 2014 "On the insurance and reinsurance" and other legislation in force.

Signatures of the parties in the insurance policy prove that they have agreed with the information provided in advance, and read and understand all terms and conditions of this insurance contract, and accept freely to respect them. THESE CONDITIONS ARE KNOWN AND ACCEPTED TO BE IMPLEMENTED BY THE RESPECTED AND BENEFICIARIES OF THIS AGREEMENT IS AND HOLD THAT CONTRACT.