



## TERMS AND CONDITIONS OF TRAVEL HEALTH INSURANCE

### Introductory Provisions

#### Article 1

These Terms and Conditions of the Travel Health Insurance (hereinafter: "Terms and Conditions") are an integral part of the Travel Health Insurance Agreement entered into by and between the Policyholder and the Dunav Insurance Company a.d.o. (hereinafter: "Insurer"), and are effective during the travel and stay in a foreign country. For the purposes of the Terms and Conditions hereof the following terms shall mean:

**Travel Health Insurance:** insurance of travellers during their travel and stay in a foreign country in case of necessary assistance in connection with: the arrangement and provision of necessary treatment, transport to the medical institution or country of residence, due to sudden illness or injury of the Insured;

**Policyholder:** any person or entity paying the premium and expressing the interest to enter into the insurance agreement with the Insurer;

**Insured:** person specified in the Insurance Agreement or Schedule thereto for whom the insurance premium has been paid and who is entitled under the Insurance Agreement to particular services and reimbursement of expenses in case of the occurrence of the insured event;

**Insurance Cover:** services provided and measures taken to alleviate the consequences of the insured event in a foreign country;

**Sum Insured:** Insurer's limit of liability per person insured for the stipulated insurance period;

**Insurance Policy:** document evidencing the concluded insurance agreement;

**Certificate of insurance:** confirmation of the concluded insurance agreement under which the Insured exercises his or her rights arising from Travel Health Insurance;

**Insurance Premium:** amount paid by the Policyholder under the insurance agreement;

**Assistance Company:** contractual partner of the Insurer which represents the interests of the Insurer abroad and provides assistance services upon the occurrence of the insured event;

**Assistance:** set of activities undertaken upon the occurrence of the insured event for the provision of professional assistance to the Insured;

**Indemnity:** amount which represents the liability of the Insurer under the travel health insurance agreement, upon the occurrence of the insured event;

**Repatriation:** transport of the Insured to the country of residence during the medical treatment in cases when, according to the doctor's opinion, the Insured is capable of being transported or transport of the Insured's mortal remains to the country of residence;

**General level of costs:** the costs for medical treatment not exceeding the level of usual treatment costs in similar medical institutions, at the place where they have been incurred;

**Emergency:** serious sudden illness or injury which without urgent medical assistance threatens the life of the Insured i.e. may lead to the permanent or considerable impairment of the Insured's health;

**Urgent Medical Assistance:** immediate medical assistance provided to avoid a life-threatening condition of the Insured i.e. to avoid his/her condition to result in a permanent and considerable impairment of his/her health;

**Chronic Illness:** any illness that persists longer than six months with occasional episodes of improvement and deterioration of medical condition;

**Sudden illness:** sudden and unexpected illness diagnosed by the authorised doctor and/or infectious disease or organic disorder occurring abroad, after the beginning of the insurance period, which is neither connected to the pre-existing medical condition nor is the consequence thereof and which is of such nature that requires the provision of an urgent medical assistance;

**Authorised doctor:** any person possessing the diploma of a recognised medical faculty, possessing a licence and being authorised to practice medicine according to the effective legal regulations of the country where direct medical assistance is provided;

**Group Insurance:** coverage provided to ten or more insureds;

**Family Insurance:** family insurance can be concluded with one Policy covering the entire family of 3 to 9 insured persons, where at least one person is 19 years of age and older and/or at least one person is less than 19 years old. All the persons insured under the family insurance policy are covered for the same interest, i.e. they travel together to the same place, for the same period of time and contract the identical coverage;

**Multi-policy:** insurance agreed for a particular number of days of the insurance cover period, which is exhausted during the stay abroad continuously or on several occasions during the insurance period;

**Deductible:** a part of the damage, which under the concluded insurance agreement is borne by the Insured.

### General Provisions

#### Insured

#### Article 2

Under the Terms and Conditions hereof, the Insured may be the person who is:

- the citizen of the Republic of Serbia,

- a foreign national or a stateless person, provided that such person is a resident i.e. holds the permission to temporarily or permanently reside in the Republic of Serbia.

Age of the Insured, for the purposes of the Terms and Conditions hereof, shall be the age in the beginning of the agreed insurance period.

In the event of sudden injuries or illnesses occurred during the temporary work abroad (due to the conduct of paid professional activities and jobs during the stay in a foreign country, Article 4, paragraph 8, indent 3), the persons from up to 15 to up to 65 years of age may be insured. The persons older than 65 may be insured only with the special approval of the Insurer, based on the additional details of the Insured.

The insurance for multiple entries in foreign countries (pursuant to a multi-policy), may be agreed for the persons of up to 70 years of age. For persons over 70 years of age, the insurance may be contracted pursuant to a single trip policy.

If the Insurance Agreement includes more than one person, any person shall have the capacity of the insured if for such person insurance premium is paid and if he/she is specified in the Insurance Agreement or schedule of insureds which is an integral part thereof.

In case the Insured is a foreign national, such Insured cannot exercise rights under the travel health insurance agreement either on the territory of the Republic of Serbia or on the territory of the country of his/her residence and/or in which such Insured receives corresponding health care.

If the Policyholder is a business bank, financial institution, association and the like, and the Insured is a client/member of the Policyholder under the concluded agreement on business cooperation, the Insured's spouse and children of up to 19 years of age may be insured during their joint stay abroad, which shall be subject to special contracting.

### Conclusion of Agreement

#### Article 3

The agreement shall be concluded when the Policyholder and the Insurer sign the Insurance Policy or when the insurance policy is issued and if the insurance premium has been paid.

The Insurance Agreement may be concluded by the payment of the premium, in which case the agreed amount shall be evidenced by the Certificate of Insurance.

The Insurance Agreement must be concluded prior to the travel to a foreign country.

The Insurance Agreements concluded after the commencement of travel shall be null and void, save in the event when the insurance has been extended, as defined in Article 7 of the Terms and Conditions hereof.

The insurance hereof may be concluded as individual, group and family insurance. The insurance pursuant to multi-policy may be concluded as individual insurance only.

In the event of insurance of an organised group, the Policyholder shall submit to the Insurer the schedule of insureds, not later than 20.00 hours on the date preceding the date of the commencement of the tourist travel abroad, and such schedule shall be attached to the policy and shall represent the integral part thereof.

The Insurance Policy/Certificate of Insurance shall not be assignable and shall be used with the valid travel document or with the document which under the international agreement and the Decision of the Government of the Republic of Serbia has been assigned to replace the travel document for the purpose of travel to a particular country.

### Insured Event and Insurance Coverage

#### Article 4

For the purposes of the agreed insurance cover, the insured event shall mean an urgent and medically justified health assistance provided to the Insured in a foreign country in order to avoid a life-threatening condition of the Insured i.e. to avoid his/her condition to result in a permanent and considerable impairment of his/her health due to a sudden illness or injury (emergency), the expenses of which should be settled.

The illness or injury referred to in paragraph 1 of the Article hereof must be diagnosed by the authorised doctor as a sudden and unexpected illness, infectious disease, organic disorder or injury which has occurred for the first time during the agreed insurance period and for which urgent medical assistance is medically justified.

If the illness or injury has occurred prior to the beginning of the Insurance Agreement and its treatment continues even after the beginning of the insurance cover, the Insurer shall not be liable to bear the incurred expenses unless medical assistance sought abroad includes unforeseen urgent measures taken for saving life or measures taken solely to relieve acute pains.

Insurance Agreement may be concluded with different levels of insurance coverage. The agreed level of coverage may be basic or extended coverage (VIP).

Basic insurance coverage includes the risks covered under the Travel Health Insurance, as follows:

1. necessary assistance services in connection with the arrangement of Insured's medical treatment,
2. measures of urgent medical assistance,
3. transport to the medical institution or country of residence,
4. services of travel and legal assistance.



Extended insurance coverage (VIP) may be stipulated for all types of travel and includes basic cover and additional cover for:

- organisation and transportation expenses of minor children up to 15 years of age and one adult escort to the place of residence, maximum up to EUR 1.500, only in case when the Insured, due to the occurrence of the insured event, is unable to attend to his/her children,
- organisation and transportation expenses maximum up to the price of economy class ticket and accommodation expenses of up to EUR 75 per day and maximum for three days, which are necessary for the visit of one person in the event that the Insured, due to the occurrence of the insured event, has to be hospitalized at least 10 days before the transport to the country of residence, and solely after the approval of the Insured,
- organisation and expenses of medications delivery maximum up to EUR 100, solely if the medical treatment of the Insured requires the medications which cannot be obtained on the territory where the insured event has occurred, and if these medications are sold in the Republic of Serbia and if their administration is allowed on the territory where the insured event has occurred, and they have been prescribed by the authorized doctor.

For the stipulated extension of coverage (VIP), the Policyholder and/or the Insured shall pay increased insurance premium.

According to the agreed level of insurance coverage (Basic or VIP), upon the conclusion of insurance agreement, the Policyholder and/or Insured may, in accordance with the purpose of his stay and proposal of the Insurer, stipulate the insurance coverage for the insured events of sudden injury or illness caused by:

- sports risk, that is, amateur and recreational pursuit of skiing sport (skiing and snowboarding) and other sports, as well as participation in sports trainings and competitions, excluding hazardous sports pursuant to Article 10 paragraph 1 item 11 of the Terms and Conditions hereof,
- performance of paid professional activities and jobs during a temporary work abroad in the area of construction works, erection works on facilities and equipment, execution of works and other risky physical jobs with an increased risk of injury, or performance of professional activities and jobs in a foreign country organised or paid by a foreign employer, in which case the Insurer shall consider such stay as temporary work abroad.

When concluding the Insurance Agreement, the Policyholder and/or the Insured may contract the exclusion from the cover for events insured against sudden injuries or illnesses as a consequence of pandemics.

#### **Territorial Scope**

##### **Article 5**

The Insurance Agreement shall be valid for the insured persons throughout the travel and stay outside the borders of the Republic of Serbia and shall be valid on the territories of the countries indicated in the insurance agreement and on the territories of all countries of transit up to the final destination, except for the exclusion relating to foreign nationals referred to in Article 2 paragraph 6 of the Terms and Conditions hereof.

#### **Insurance Period**

##### **Article 6**

The Insurance Agreement shall be concluded for a limited period of time with maximum period of one year.

Maximum period of insurance cover for insurance pursuant to a multi-policy shall be 180 days.

The insurance hereof shall commence at 00:00 hours on the date indicated in the Insurance Agreement as the insurance inception date, provided that the insurance premium has been paid until that date, and shall terminate at 24:00 hours on the date indicated in the Insurance Agreement as the insurance expiry date.

The liability of the Insurer shall be effective only within the insurance period and shall commence at the time when the Insured crosses the state border of the Republic of Serbia on exit, and shall cease to be effective at the time when the Insured crosses the state border of the Republic of Serbia on entry and/or fulfils the condition referred to in Article 2 paragraph 6, as a foreign national.

In the event that a sudden illness or injury requires a medical treatment in a foreign country even after the Insurance Agreement has expired, and the transport to such country is not possible due to the medical condition of the Insured, the liability of the Insurer shall extend to the subsequent four weeks even after the date of expiry indicated in the Insurance Agreement, provided that the Insured accepts the time and modality of transport (Article 9 paragraph 1 item 2) which are determined by the Insured and the Assistance Company upon the consultations with the authorised doctor.

If the Policyholder is a business bank, a financial institution, an association and the like, and the Insured is a client/member of the Policyholder, the insurance coverage shall become effective on the issue date of the card/ Insurance Agreement and its period may not exceed 1095 days.

#### **Extension of Coverage**

##### **Article 7**

In the event that during the stay of the Insured in a foreign country he/she requires the extension of the stipulated insurance coverage, the Policyholder or the Insured may send to the Insurer the written request for the extension of coverage.

The extension of insurance period shall be possible under the insurance terms and conditions and premium tariff of the Insurer, which are effective on the date when the extension of coverage is stipulated. The territory where the insurance is valid, purpose of travel, sum insured, coverage level and inclusion of a sports risk may not be changed by the extended coverage.

The extension of insurance period shall be possible only for the persons who at the moment of the conclusion of the new insurance fulfill the condition of the insurance age at entry in accordance with Article 2 of the Terms and Conditions hereof.

A written request for the extension of insurance coverage must be submitted before the expiry of the effective Travel Health Insurance and must contain the number of effective policy/certificate of insurance, main identification details, and the period for which the insurance is extended.

The Insurance may be extended more than once, provided that the total insurance period with the extensions thereto may not exceed one year without interruptions, taking into account the period from the inception date of coverage under the first policy/certificate of insurance.

The insurance in the extended period shall cover only the losses incurred in the insurance period specified in the new policy/certificate of insurance.

In the event that upon the submission of a request for the extension of insurance there was an insured event reported or paid under the effective policy/certificate of insurance, the Insurer shall reserve the right not to extend the Insurance Agreement.

In the event that the extended stay in a foreign country is contrary to the regulations of the country of stay, the liability of the Insurer shall be excluded.

#### **Insurance Premium**

##### **Article 8**

The insurance premium denominated in Euros shall be paid in Dinar equivalent according to the official mean exchange rate of the National Bank of Serbia ruling on the effective date of the Agreement.

The Policyholder or the Insured shall be obliged to pay the full advance amount of the insurance premium prior to the inception date of the insurance period.

#### **Liabilities of the Insurer**

##### **Article 9**

In respect of the agreed coverage, the Insurer shall reimburse the following:

- 1) Expenses for urgent medical assistance to, or treatment of the Insured which cannot be postponed until his/her return to the country of residence, and which are incurred in order to avoid a life-threatening condition of the Insured i.e. any irreparable or serious deterioration or impairment of his/her health or death, namely:

- 1.1. Outpatient treatment,
- 1.2. Purchase of medications prescribed by an authorised doctor, which are usually administered in the country of residence for every particular or similar illness or injury,
- 1.3. Purchase of medical supplies necessary for treatment of injuries,
- 1.4. Supply of temporary orthopaedic aids, which are prescribed by an authorised doctor and which constitute a necessary part of treatment of limbs injuries,
- 1.5. Necessary diagnostic procedures carried out in emergencies resulting from the occurrence of the insured event, which are prescribed by an authorised doctor,
- 1.6. Medical treatments in the nearest appropriate hospital,
- 1.7. Medical treatments in a specialized clinic, if necessary,
- 1.8. Emergency medical treatments of critical emergency cases (including surgeries and related expenses),
- 1.9. Dental treatment which shall not exceed 150 EUR, but only in order to prevent the pain and for necessary functional repairs of prosthetic aids.
- 1.10. One follow-up examination by an authorised doctor who has performed the first curative examination, except in the event when a follow-up examination is not possible to be scheduled with the same doctor.

Hospital treatment, for which the Insurer shall reimburse the incurred expenses, shall last up to the time when the authorised doctor has assessed that the patient is capable of being transported to the country of residence, and not later than within subsequent four weeks after the expiry date indicated in the Insurance policy/certificate of insurance, provided that the Insured timely accepts the time and modality of transport as per Article 9 paragraph 1 item 2 of the Terms and Conditions hereof, which are determined by the Insurer and the Assistance Company upon the consultations with the authorised doctor.

- 2) For the transportation, the Insurer shall also reimburse the following:
  - 2.1. expenses of the necessary medical transport of the Insured to the medical institution, for treatment regulated in paragraph 1, item 1 of the Article hereof, when the medical condition of the Insured so requires due to the occurrence of the insured event, provided that the approval has been obtained from the Assistance Company,
  - 2.2. repatriation expenses - expenses for medical transport of the sick or injured Insured and the expenses for medical escort and, if necessary, for one person as an escort, to the country of residence, as well as the economically acceptable costs for the accommodation of the Insured until



repatriation, if at such time it is not possible to organise repatriation, and maximum up to EUR 5.000 for the total expenses incurred for the transportation, escort, and accommodation of the Insured until repatriation, with mandatory approval from the institution where the Insured was treated and from the Insurer, provided that due to the occurrence of the insured event the Insured is unable to return to the country of residence as planned,

- 2.3. transportation expenses of mortal remains of the Insured to the country of residence – repatriation, or funeral expenses incurred in the place of death, maximum up to EUR 5.000. The insurance hereof shall not cover the funeral expenses in the place of residence of the Insured. The Insurer shall not pay such expenses if the death of the Insured is the consequence of the event excluded from the liability of the Insurer in accordance with Article 10 of the Terms and Conditions hereof,
- 2.4. transportation expenses of minor children up to 15 years of age and one adult escort to the place of residence, and in total maximum up to EUR 1.500, only in case when the Insured, due to the occurrence of the insured event, is unable to attend to his/her children,
- 2.5. transportation expenses maximum up to the price of economy class ticket and accommodation expenses of up to EUR 75 per day and maximum for three days, which are necessary for the visit of one person, solely in the event that the Insured, due to the occurrence of the insured event, has to be hospitalized at least 10 days before the transport to the country of residence, and solely after the approval of the Insurer,
- 2.6. expenses of medications delivery maximum up to EUR 100, provided that the medical treatment of the Insured requires the medications which cannot be obtained on the territory where the insured event has occurred, and if these medications are sold in the Republic of Serbia and if their administration is allowed on the territory where the insured event has occurred and they have been prescribed by the authorized doctor.

**Expenses referred to in the subitems 2.4, 2.5 and 2.6 of the Article hereof shall represent an extended cover and shall be subject to special stipulation and payment of additional insurance premium (VIP cover).**

- 3) The Insurer shall reimburse the expenses for assistance, as follows:
  - 3.1. call to the Call Centre 24 hours a day,
  - 3.2. arrangement of necessary, urgent medical assistance,
  - 3.3. arrangement of necessary (urgent) transport of the Insured to the medical institution,
  - 3.4. arrangement of the Insured's transport to the country of residence, if necessary and with the approval of the Insurer,
  - 3.5. arrangement of the transport of children up to 15 years of age and one adult escort to the place of residence when the Insured, due to the occurrence of the insured event, cannot attend to his/her children,
  - 3.6. arrangement of the transport of one person for the purposes of visiting the Insured who, due to illness, has to be hospitalized at least 10 days prior to the transport to the country of residence,
  - 3.7. arrangement of the delivery of medications which cannot be obtained on the territory of the occurrence of the insured event and which are necessary for the medical treatment of the Insured solely in connection with the occurrence of the insured event, if the medications are sold in the Republic of Serbia and if their administration is allowed on the territory of the occurrence, and if they are prescribed by the authorized doctor,
  - 3.8. arrangement of mortal remains transportation to the country of residence.

**The arrangement referred to in subitems 3.5, 3.6 and 3.7 of the Article hereof shall represent extended cover and shall be the subject of special stipulation and payment of the additional premium (VIP cover).**

4) The Insurer shall arrange travel and legal assistance the Insured is entitled to via the Assistance Company, namely:

- 4.1. translation services, provided that the expenses for translation shall be borne by the Insured,
  - 4.2. provision of information and referral of the Insured to the representatives of local authorities, embassies and consulates,
  - 4.3. provision of necessary information on the procedures that shall be conducted with competent local authorities regarding the loss or theft of personal and travel documents,
  - 4.4. provision of information on address and phone number of towing service or auto repair shop located nearby the current residence of the Insured, if insured's vehicle, while travelling to a foreign country, breaks down or becomes demolished due to an accident. The expenses of towing service or vehicle repair shall be borne by the Insured,
  - 4.5. arrangement of legal assistance by referral to the lawyer, when the Insured is in need of legal protection during his/her stay in a foreign country, provided that any liability for the result of the procedure shall be excluded. The expenses of lawyer's fee, as well as all other expenses related to the legal procedure, shall be borne by the Insured,
  - 4.6. prior to the commencement of travel, all information on travel, visa regime, customs regulations, exchange rates and other information regarding the Insured's travel destination shall be provided to the Insured via Assistance Company.
- The agreed sum insured specified in the Insurance Agreement and individual sublimits specified in subitems 1.9., 2.2., 2.3., 2.4., 2.5., and 2.6. of the Article hereof shall be the limit of the Insurer's liability per insured person for the entire agreed insurance period.

Individual sublimits for the agreed level of coverage, defined by the Terms and Conditions hereof in subitems 1.9., 2.2., 2.3., 2.4. and 2.6. of the Article hereof, may be increased by 100% if the Policyholder/ Insured stipulates the increase of the sum insured by 100% and pays the correspondingly increased insurance premium when concluding the Insurance Agreement.

Individual sublimits for the agreed level of coverage are comprised in the stipulated sum insured and shall not increase the maximum liability of the Insured determined by the agreed sum insured and specified in the concluded Insurance Agreement.

#### Exclusion of Insurer's Liability Article 10

The liability of the Insurer shall be excluded for:

- 1) chronic, recurrent illnesses existing at the moment of conclusion and/or inception of the insurance,
- 2) illnesses and/or injuries occurred and/or treated in the six-month period prior to the inception date of the insurance,
- 3) any treatment (or medication) known to be necessary or continued to be applied during the travel or stay in a foreign country,
- 4) expenses exceeding the standard level of expenses for a similar or comparable medical care (according to the opinion of the Assistance Company professional team) in the place where the expenses have been incurred,
- 5) expenses of any surgical or medical treatment for illnesses or injuries of any kind which, according to the opinion of the authorised doctor, are not defined as emergency, and which are safe to be postponed until the planned return to the country of residence,
- 6) injuries, illnesses or death as a consequence of wars, internal unrests, riots, terrorism and the like,
- 7) injuries, illnesses or death as a consequence of catastrophic and natural disasters,
- 8) any deterioration of medical condition caused by ionizing radiation (nuclear radiation),
- 9) sunburns caused by excessive sun exposure for persons above 15 years of age (excluding the cases of sun allergies),
- 10) measures and services provided in the event of consequences of suicide, attempted or committed suicide or intentional self-inflicted injury,
- 11) sport risks of professional, amateur or recreational pursuit of hazardous (extreme) sports such as: hunting, go-kart racing, acrobatic stunts, street board, aggressive inline skating, buggy rides, diving, rock climbing, handling of pyrotechnics, fireworks, ammunition and explosives, ski jumps, bobsledding, freestyle skiing, motor and motorcycle races, hang-gliding, sky-diving, paragliding, bungee jumping, rafting, inline skating, ice hockey, ice skating, water skiing, sailing, water scooter rides and similar sports which include high risk and speed, height, high level of physical strain, specialised equipment, acrobatic stunts and the like,
- 12) injuries, illnesses, or death as a consequence of commitment, attempted commitment, or involvement in a crime,
- 13) proved causal connections between the effect of alcohol or narcotics on the Insured and accident occurrence.

It shall be deemed, unless proven otherwise, that the accident occurred due to proven casual connection of the alcohol effect on the Insured if:

- the Insured, at the moment of accident, has alcohol in blood exceeding 1.00 mg/ml;
- the Insured, at the moment of accident, operates a motor vehicle with the presence of alcohol exceeding the quantity permitted according to the legal regulations of the Republic of Serbia effective at the moment of the accident occurrence;
- breath-test indicates intoxication, and the Insured does not make an effort to perform blood tests in order to precisely determine the degree of intoxication;
- The insured refuses or evades the possibility to determine the alcohol level.

14) Injury, illness, or death occurred due to voluntary exposure to hazards (save in the case of saving someone's life, however, not including the participation in search parties),

15) Removal of physical handicaps or anomalies (cosmetic and aesthetic medical procedures),

16) Medical researches and treatment not related to the event insured against,

17) experimental medical methods and methods used for researches not recognized in the health care system of the Republic of Serbia,

18) Expenses incurred in relation to vacation or recuperation in specialized hospital for medical rehabilitation, i.e. sanatorium or similar institutions,

19) Psychoanalysis and psychotherapy session,

20) expenses in connection with pregnancy and childbirth, save in the case of serious complications threatening the life of a mother and/or a child, provided that the 30th week of pregnancy is not completed,

21) medical check-ups in the course of pregnancy and wilful termination of pregnancy not caused by medical reasons,

22) artificial insemination or infertility treatment or contraception expenses,

23) Sex change operation,

24) rehabilitation and physical therapy or prosthetic device expenses,

25) dental services of definitive dental treatment, orthopaedics of jaw (except in the case of accident), orthodontics, parodontal treatment,



scaling, treatment of a nerve root, replacement of a tooth, making of denture and bridges (repairs or repairs), save the necessary dental assistance for elimination of acute pain and necessary functional repair of prosthetic aids up to the amount of the limit of EUR 150 stipulated in Article 9 paragraph 1 item 1 subitem 1.9. of the Terms and Conditions hereof,

26) illnesses, injuries, or death occurred during amateur and recreational pursuit of sports or other competitions, unless sport risk has been stipulated in accordance with Article 4 paragraph 8 of the Terms and Conditions hereof,

27) illnesses, injuries, or death as a consequence of participation in a fight (except in cases of self-defence),

28) all medical services which are not prescribed i.e. performed by the authorized doctor,

29) treatment of the Insured by his spouse, parent or child or any other person other than the authorized doctor appointed by the Assistance Company,

30) accommodation in a single room or private room in the hospital, save if the medical team deems it necessary,

31) all expenses incurred as a result or refusal of the Insured to comply with the date, means and ways of transport to the country of residence and other instructions given by the Insurer and the Assistance Company after the consultations with the authorised doctor or medical institution treating the Insured in the country of occurrence,

32) procurement, repair and use of glasses, contact lenses and prosthetic aids of any kind,

33) expenses of vaccination, supply of medication and prosthetic aids not prescribed by an authorised doctor, supply of medications which are not related to the occurred insured event,

34) in case the Insured, at the Insurer's request, fails to provide complete documents on the condition of his/her health before the occurrence of the insured event,

35) any expenses incurred as the consequence of acquired immunodeficiency syndrome (AIDS), or any other condition or disease in connection with AIDS and sexually transmitted diseases,

36) reimbursement of medical expenses which are reimbursable under any other agreement or right, except for the reimbursements not covered on any other grounds,

37) insured events occurring outside the territories stipulated in the agreement where, according to the agreement, the insurance is valid,

38) injury, illness or death resulting as the consequence of driving without the drivers' license or protective equipment if the Insured has caused the occurrence of the insured event,

39) extension of the Insurance Agreement in a foreign country in accordance with Article 7 of the Terms and Conditions hereof, if the insured event has occurred or was in occurrence at the time when previous policy/certificate of insurance was valid,

40) all expenses that would have been born by the Insured even if the insured event had not occurred - restaurant expenses, expenses incurred due to overloaded luggage during repatriation by regular flight, customs expenses and the like,

41) costs of bank fees, if the Insured has paid the bills for necessary medical treatment expenses and transport upon the return to the country of residence and if the Insured has failed to act in accordance with the Terms and Conditions hereof,

42) costs of necessary medical treatment and transport for which the Insured has not submitted the documents evidencing the payment thereof, as per Article 12 paragraph 6 of the Terms and Conditions hereof.

43) the event when the Insured has concluded another travel health insurance agreement that covers the same insured event, except for the indemnity not covered by such second insurance agreement,

44) illness or deterioration of a medical condition due to the failure of the Insured to observe the advice regarding the treatment and use of a regular therapy prescribed by a doctor for medical conditions existing at the moment of conclusion and/or inception date of insurance,

45) independent organisation of repatriation, as well as transportation expenses of mortal remains of the Insured to the country of residence – repatriation, or funeral expenses incurred in the place of death of the insured, if the death of the insured is a consequence of the event excluded from insurer's liability in accordance with Article 10 of the Terms and Conditions hereof,

46) preventive testing and expenses of stay in a quarantine due to any epidemic/pandemic infection whatsoever,

47) Any other expenses not stated in the Article 9 of the Terms and Conditions hereof.

Exclusions referred to in paragraph 1 item 1 through 3 of the Article hereof shall be applied if medical assistance, required in a foreign country, includes unforeseen emergency measures for saving lives or measures exclusively taken to provide the relief of acute pain.

All liabilities of the Insurer shall be excluded in case the Insured i.e. Policyholder provides inaccurate information of the travel or if there is an intent of fraud or misuse.

## Obligations of the Insured and Policyholder

### Article 11

At the conclusion of the Insurance Agreement, the Insured or the Policyholder shall be obliged to report or specify the purpose of the travel and provide any other information necessary for the insurance premium calculation and conclusion of insurance.

The Policyholder, who is not acting as the Insured, shall be obliged to fully inform the Insured about the Terms and Conditions of the Insurance hereof, that is, to inform the Insured of the rights to indemnity arising from such insurance.

The Insured or the Policyholder shall be liable to pay the increased insurance premium in all cases of special contracting stipulated in the Terms and Conditions hereof.

Upon the occurrence of the insured event, the Insured shall be obliged to:

- 1) immediately call the Call Centre and provide necessary ID information (name and surname, current address and telephone number, type of illness or accident) and the information indicated in the policy/certificate of insurance (number) and if necessary, upon the request of the Assistance Company, submit a photocopy or electronic picture of the passport and accept the treatment in the medical institution instructed by the Assistance Company.  
The language for communication with the Call Centre shall be Serbian and English.
- 2) present the evidence of the effective insurance agreement to the authorised doctor who has received the Insured for necessary medical treatment,
- 3) submit the claim for indemnity within one month from the date of completion of treatment or travel to the country, otherwise the Insurer shall not be liable for any increased expenses,
- 4) provide the Insurer with all necessary information and documents evidencing the insured event for the purpose of establishing the existence and extent of liability,
- 5) upon the request of the Insurer, provide all necessary medical documents regarding the treatment and medical condition prior to the occurrence of insured event, and, if necessary, provide the copy of health record, whereby the costs of acquiring such evidence shall be borne by the Insured.
- 6) accept the time and modality of transport referred to in the Article 9, paragraph 1, item 2 of the Terms and Conditions hereof determined by the Insurer and the Assistance Company upon the consultations with the authorised doctor,
- 7) if necessary, undergo the examination of the doctor determined by the Insurer so that the circumstances relevant for the grounds and amount of the liability stipulated in the insurance agreement can be established,
- 8) bear the expenses of out-patient treatment up to EUR 50 and expenses of medications which the Insurer shall reimburse upon the Insured's return to the country of residence, provided that they are in accordance with the insurance cover.

If, due to any reason, the Insured is not able to pay the expenses of out-patient treatment and medications up to the amount of EUR 50 in total, this obligation shall be met on behalf of the Insured by the Assistance Company or the Insurer, provided that this is in accordance with the insurance cover.

If, due to the medical condition, the Insured cannot act in accordance with paragraph 4, items 1) and 2) of the Article hereof, he/she shall do so as soon as his/her medical condition so allows. This obligation may be met on behalf of the Insured by another person (representative of a tourist agency, relative, travel companion and the like).

In case of death of the Insured, the insurance beneficiary shall be obliged to submit the claim for indemnity within one month upon the completed transport of the mortal remains or funeral.

If the Insured, his legal representative, or escort act contrary to the provisions of the Article hereof, the Insurer may refuse the claim for indemnity.

### Reimbursement

### Article 12

In case of the occurrence of the insured event, when the Insured fails to act in accordance with Article 11 Paragraph 1 of the Terms and Conditions hereof, the liability of the Insurer or the Assistance Company is reduced in proportion between the premium paid and the premium that should have been paid according to the actual risk.

In case of the occurrence of the insured event, when the Insured acts in accordance with Article 11 of the Terms and Conditions hereof, the Assistance Company shall reimburse the expenses for and on behalf of the Insurer, other than those of outpatient treatment and purchase of medications, up to the total amount of EUR 50 paid by the insured.

In case of the occurrence of the insured event, when the Insured fails to act in accordance with Article 11 paragraph 4 of the Terms and Conditions hereof, the Insurer shall decide on the right to reimbursement of expenses upon the Insured's return to the country and presentation of required documents.

The insurer shall not indemnify the damage in the events provided for in Article 4 paragraph 8 of the Terms and Conditions hereof, that is, for the events insured against sudden injuries, illnesses, or deaths occurred due to: sport risks, and performance of



paid professional activities and jobs during a temporary work abroad in the area of construction works, facilities and equipment erection works, execution of works, and other hazardous physical activities, unless special insurance cover has been agreed and additional insurance premium has been paid.

The costs of necessary outpatient treatment and purchase of medications up to the amount of EUR 50, paid by the Insured, shall be reimbursed by the Insurer, upon the arrival to the country of residence, if this is in accordance with the insurance cover.

If the Policyholder is a business bank, a financial institution, an association etc. and the Insured is a client/member of the Policyholder, mandatory participation of the Insured in any one insured event (deductible) and the amount of deductible shall be defined by the Business Cooperation Agreement.

For the purpose of rights under paragraphs 2, 3 and 4 of the Article hereof, the Insured shall be obliged to submit to the Insurer the following:

- 1) evidence of the concluded insurance agreement (insurance policy /certificate of insurance),
- 2) passport, evidencing the beginning/end of stay in the country where the insured event has occurred (photocopy),
- 3) official police report on the circumstances and the type of accident (incident) if the Insured's injury is the consequence thereof,
- 4) complete original medical documents,
- 5) original receipts for medical services,
- 6) original receipts for purchase of medications,
- 7) original receipts for dental services,
- 8) original receipt for the transportation costs of mortal remains or funeral in the place where the Insured died and the doctor's report on the cause of death,
- 9) original receipt for travel costs of the return of the Insured to the country and the report of the authorised doctor containing the diagnosis of the illness or injury,
- 10) contact telephone number of the Insured
- 11) filled out form of the Notice of the Insured Event,
- 12) copy of the current account,
- 13) all other documents required by the Insurer, which are necessary to calculate and determine the right to compensation.

Receipts for medical services must contain the following: name and surname of the Insured, diagnosis of the illness or injury, itemized statement of medical expenses and the date of provided medical services.

Receipts for purchased prescribed medications must contain the name of medication, price and date of purchase.

Receipts for dental services must contain the name and surname of the Insured and the itemized statement of provided services.

All receipts mentioned in the previous paragraph must be certified with the seal and signature of the authorized doctor or pharmacist.

Upon the request of the Insurer, the Insured shall be obliged to provide the translation of medical documents and receipts unless written in Serbian or English. The expenses for translation shall be borne by the Insured.

If the expenses resulting from the insured event are lower than the maximum limits specified in the Insurance Agreement, the Insured shall not be entitled to receive the payment of the difference.

The Insured shall be reimbursed in Dinar equivalent, at the mean exchange rate of the National Bank of Serbia, of the currency in which the expenses had been paid at the date of claim settlement.

### **Cancellation of Insurance**

#### **Article 13**

The Insurance can be cancelled prior to the date of commencement of the insurance period, with the right to premium refund, if the Insured is prevented to travel due to the following reasons:

- 1) denial of visa to a foreign country, required for this type of coverage as a condition precedent to obtaining visa (the Insured shall enclose the certificate of visa denial and present the passport as evidence),
- 2) death of the Insured, if the concerned party submits the evidence of the death of the Insured (death certificate),
- 3) death of the Insured's immediate family member and relatives (spouse, children, parents, siblings), whereby the Insured shall enclose the death certificate as evidence,
- 4) serious illness of the Insured due to which, according to the opinion of the doctor, he/she is not fit to travel (the Insured encloses verified medical certificate as evidence)
- 5) loss of passport (the Insured encloses the report on the loss of passport to the relevant authorities as evidence),

- 6) cancellation of travel by tourist agency (the Insured encloses written verified certificate of the tourist agency on cancellation of travel, as evidence)
- 7) summons of the Insured by the authorities (the Insured encloses the original of the summons as evidence),
- 8) Other reasons on the justification of which shall be decided by the Insurer.

In case of cancellation under the paragraph 1 of the Article hereof, the Insured shall be obliged to submit the abovementioned documents.

After establishing the rights of the Insured to premium return, the Insurer shall be obliged to refund the amount of paid premium, within 14 days from the date of establishing the right to refund.

If the Policyholder is a business bank, a financial institution, an association etc. and the Insured is a client/member of a Policyholder, the rules of insurance cancellation stipulated in the Business Cooperation Agreement shall be applied.

Premium return shall not be possible for the insurance agreed according to multi-policy.

### **Subrogation**

#### **Article 14**

All rights of the Insured to the person liable for the occurrence of an insured event on any grounds, shall be transferred onto the Insurer under the law, up to the amount of paid indemnity, without obtaining any special approval of the Insured.

For the purposes of paragraph 1 of the Article hereof, the Insured shall have the right to recourse if the Insured provides to the Insurer with all evidence the Insurer may require from him/her. The expenses for obtaining such evidence shall be borne by the Insurer.

If the Insured receives indemnity from the person liable for the claim on any grounds, the Insurer shall have the right to deduct that amount from indemnity payable to the Insured under the Insurance Agreement.

### **Jurisdiction in the Event of a Dispute**

#### **Article 15**

Any disputable issues, which may arise from the insurance agreement, shall be resolved amicably.

In the event of a dispute arising from the Insurance Agreement, the court in the place where the Insurance Agreement has been concluded shall have the jurisdiction.

### **Application of Legal Regulations**

#### **Article 16**

Any matters not regulated under the Terms and Conditions hereof shall be subject to appropriate provisions of the Law of Contracts and Torts as well as other effective regulations of the Republic of Serbia.

### **Transitory and Final Provisions**

#### **Article 17**

To all insurance agreements concluded prior to coming into force of the Terms and Conditions hereof, the Terms and Conditions of Travel Health Insurance effective at the moment of their conclusion shall apply.

#### **Article 18**

Upon coming into force of the Terms and Conditions hereof, the Terms and Conditions of Travel Health Insurance shall cease to be effective (Company Journal, number: 27/15 and 43/15).

#### **Article 19**

The Terms and Conditions hereof shall become effective on the eighth day of their publishing in the Company Journal, and shall be applicable as of 1 March 2018.

**THIS ISSUE OF TERMS AND CONDITIONS SHALL APPLY AS OF 30<sup>TH</sup> JULY 2022.**