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A decorative background pattern consisting of various grey geometric shapes, including pentagons, hexagons, and octagons, arranged in a grid-like fashion. The shapes are scattered across the page, with a higher concentration around the central text.

**Terms and Conditions for the  
travel insurance package for  
policyholder “A1 Srbija”**

*On the basis of Article 50 of the Statute of the Joint-Stock Insurance Company "DDOR Novi Sad" Novi Sad, the Executive Board of the Joint-Stock Insurance Company "DDOR Novi Sad", Novi Sad, adopted on 28.02.2023, Decision no. 3/69/2023 Terms and Conditions for the travel insurance package for the insurance policyholder "A1 Srbija" d.o.o.*

## **TERMS AND CONDITIONS FOR THE TRAVEL INSURANCE PACKAGE FOR POLICYHOLDER "A1 SRBIJA" d.o.o.**

### **INTRODUCTORY PROVISIONS**

#### **Art. 1**

(1) Terms and Conditions for the travel insurance package for the insurance policyholder "A1 Srbija" d.o.o. (hereinafter: Terms) make the constituent part of -Insurance contract (travel health insurance covering the insureds' travel and stay abroad, accident insurance, luggage insurance and roadside assistance), which the Policyholder concludes with «DDOR Novi Sad» a.d.o. (hereinafter: Insurer).

(2) Certain terms and expressions used herein shall have the following meaning:

- Insurer:	»DDOR Novi Sad« a.d.o. Novi Sad with whom the insurance contract was concluded;
- Policyholder:	"A1 Serbia" d.o.o. who concluded the insurance contract with the Insurer;
- Insured Person:	a customer of "A1 Serbia" d.o.o. with active contract on telecommunication services with policyholder and who has voluntarily accessed the collective insurance contract;
- Beneficiary	a person, to whom the insured sum or indemnity is paid i.e. compensation from insurance;
- Travel insurance package	travel health insurance abroad, travel accident insurance abroad, luggage insurance, roadside assistance;
- Insurance Policy:	document on the concluded insurance contract;
- Insurance contract:	Travel insurance package policy and these Terms;
- Certificate	Confirmation of voluntary access to the travel insurance package;
- Premium	amount that the policyholder is obliged to pay to the insurer under the concluded insurance contract;
- Insured sum/ sum insured:	maximum liability of the insurer under the concluded insurance contract;
- Insured event	future event, independent of the will of the Insured and covered by the insurance contract, whose occurrence gives rise to the insurer's liability to pay the agreed indemnity, and ensure carrying out of agreed measures and services abroad;

- Insurance indemnity:	pecuniary amount that the insurer is obliged to pay to the insured upon occurrence of a stipulated loss event, in line with these Terms;
- Assistance:	set of activities undertaken for the purpose of providing expert assistance to the insured upon the occurrence of the agreed insured event during the insured's stay abroad;
- Assistance company:	company, which, pursuant to the contract concluded with the Insurer, provides the stipulated assistance services abroad, upon the occurrence of events covered by this insurance;
- Repatriation:	transport of the insured to the country upon completed treatment, or transport of mortal remains of the insured to the country.
- Emergency:	sudden critical illness or injury which, without emergency medical assistance, will jeopardize the insured's life and/or may lead to permanent and major damage to the insured's health;
- Emergency medical	immediate medical assistance provided to the insured in case of medical emergency;
- Sudden illness:	sudden and unexpected disease and/or infectious illness or organic disorder established by an authorized physician, which acutely arises abroad, after inception of insurance, which is not related to nor is a consequence of prior medical condition, and which requires emergency medical assistance;
- Authorized physician:	a person holding a diploma of a recognized medical faculty, who has a license and is authorized to engage in medical practice according to positive statutory regulations of a country in which immediate medical assistance has been provided;
- Active A1 SRB contract	The airtime contract that the insured has concluded with the policyholder
- Registered sim card	The sim card connected to the mobile phone number
- Additional insured	is person listed under the group plan and is a member of the same household (lives at the same address) as insured person. It can be one person older than 21 years and up to five persons younger than 21 years
- Group package	Includes insured person and additional insureds
- Travel	temporary stay of the Insured abroad for the purpose of a tourist or business (seminar, education, meeting, etc.) trip
- Collective Insurance Contract	A collective insurance contract the policyholder has concluded with the insurer for the provision of travel insurance and roadside assistance for its clients
- Green Card Countries	Roadside assistance is only provided in the following countries: Albania, Andorra, Austria, Azerbaijan, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Iran, Ireland, Israel, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Monaco, Montenegro, Morocco, Netherlands, Northern Macedonia, Norway, Poland, Portugal, Romania, Russia, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine, United Kingdom, Vatican City.

## GENERAL PROVISIONS

### Subject of insurance

#### Art. 2

(1) The present Terms shall govern the travel insurance package (hereinafter: travel insurance),

which includes the following lines:

1. travel health insurance abroad,
  2. travel accident insurance abroad,
  3. luggage insurance,
  4. roadside assistance.
- (2) Insurer's obligations in terms of insurance lines referred to in para (1) above are subject to these Terms.

### **Insured persons and Additional Insureds**

#### **Art. 3**

(1) According to these Terms and Conditions, can be insured natural persons (except entrepreneur) with active contract on telecommunication services with policyholder and is using the sim-card with the telephone number which enables them to use roaming services and which are:

- residents -citizens of Serbia or
- foreign citizens, provided they have residence, namely temporary or permanent residence permit in the Republic of Serbia.

(2) Travel health insurance shall not apply for foreign citizens when they are in the Republic of Serbia, or on the territory of the country of their citizenship, namely the country of their residence where they are provided adequate health protection.

(3) Only Insureds - users of the Insurer's services are covered by the insurance, provided that they are listed in the list that the Insurer submits to the Insurer and for whom the insurance premium has been paid.

(4) The insurance contract may be concluded only with the existence of an active contract on the use of telecommunications services with the policyholder.

(5) The insured has the option of choosing a group package, through which additional insureds, members of the same household, are included in the coverage, and they may be:

- one person older than 21 years :
- up to five persons under the age of 21 years:

Additional insureds are covered only upon registration within the initial registration process specified in the insurance policy and certificate, which is carried out by the Insured himself.

Any changes of the way of contracting (individual or group package) or to additional insured can be made by contacting customer service under contact information provided in the insurance policy and certificate.

Changes made to additional insureds (entering new additional insureds or changing an additional insured person to another person) are effected on the following day 00:00 am from the day of registration on customer portal.

In order to have cover under this Travel Insurance contract any additional insured has to travel together with the insured person.

All provisions in these Terms and Conditions that apply to the Insured shall also apply to the additional Insured. Further in the text of the Conditions, the term "Insured" means the Insured and additional insureds.

### **Territorial scope of insurance**

#### **Art. 4**

(1) Territorial scope of insurance coverage by insurance lines making the travel insurance package as set out in these Terms, is as follows:

1. travel health insurance –Europe or worldwide coverage; excluding Republic of Serbia and outside the insured's country of permanent residence granting adequate health protection;

2. Travel Accident and luggage insurance - Europe or worldwide coverage, exceptionally on the territory of the Republic of Serbia, with appropriate proof of a planned trip abroad (hotel, camp reservation, ferry reservation abroad, etc.)
3. roadside assistance – coverage for Green Card member states, exceptionally in Republic of Serbia with appropriate proof of a planned travel abroad ( e.g. hotel booking confirmation, camp reservation, ferry ticket reservation, etc)

### **Conclusion of the insurance contract with the Insurance Policyholder**

#### **Article 5.**

- (1) The insurance contract is concluded as a collective, according to the list of insured persons which forms an integral part of the insurance contract.
- (2) The information that the list of insured persons should contain is determined by the insurance contract.
- (3) All insured persons must be listed in the insurance policy, i.e. the list that forms an integral part of the insurance policy.
- (4) The policyholder is obliged to report to the Insurer about changes in the list of insured persons during the entire period of insurance.
- (5) The insurance contract is concluded with an indefinite duration, unless otherwise agreed.
- (6) The insurance contract, according to these Terms and Conditions, can only be concluded for trips abroad, which start in the Republic of Serbia.
- (7) As the policyholder concludes insurance for the users of his services, individual insurance certificates (certificates) are issued for each policyholder.

### **Accession to Collective Insurance Contract, Term and Cancellation**

#### **Art.6**

- (1) Insurance under these Terms may be arranged as individual or group package
  1. Individual coverage applies only to the insured person
  2. Group package applies only to members of the same household as follows:
    - 1(one) additional adult person older than 21 years and
    - 5(five) persons under the age of 21 years.

Insurance under these Terms and Conditions can only be concluded for trips abroad that started in the Republic of Serbia. Each individual trip can last a maximum of 90 days.

- (2) The insured voluntarily accesses the insurance through the link he receives from Policyholder and which is valid for 24 hours from the moment he received it.
- (3) Activation of Cover

The insurance cover of the insured is activated at the time the insured is leaving the territory of Serbia, provided that:

- the insured logs the registered SIM card with a corresponding phone number in a public foreign electronic communications network (“roaming”); and
- the insured has received an activation text message by the assistance company, confirming that the cover is activated (“Activation Text Message”).

The insurance cover of an additional insured is activated at the time the additional insured(s) leaves territory of Republic of Serbia together with the Insured.

If the insured's Sim card is not activated at the time that of leaving the territory of Serbia, or it is otherwise not possible for the insured's sim card to log onto a public foreign electronic communications network there is no cover under these Terms and Conditions.

However, this does not apply if the insured can prove that an objective obstacle, which was independent of his influence was the cause that his sim card could not log onto a public foreign electronic communications network (e.g., for technical problems of the foreign network or for safety in air transport).

- (4) The travel insurance contract can be cancelled by the insured person at any time without giving reason, unless a trip has started / activated, by notification to the customer service under [a1putnoosiguranje@lamie-direct.com](mailto:a1putnoosiguranje@lamie-direct.com).
- (5) The Travel Insurance ends automatically if the respective airtime voice contract which the insured has concluded with the Policyholder is terminated.
- (6) The Travel insurance cover ends automatically for the respective additional insureds in case of a person turning 21. In case an additional insured turns 21 during an insured travel the cover is prolonged until returning to the Republic of Serbia.
- (7) The insurance cover of an insured and additional insureds is de-activated: at the time the insured and additional insureds enter the territory of Serbia, provided that the **insured** logs the registered SIM card with a corresponding phone number into the home network of the electronic communications network.

The insured can deactivate insurance coverage abroad by following the instructions received in the activation text message within three hours of receiving it.

### **Premium payment**

#### **Art. 7**

- (1) The Travel Insurance premium is being paid for each started day during the trip.
- (2) The policyholder undertakes to pay the premium within the period specified in the invoice.

### **Sum insured**

#### **Art.8**

- (1) Sum insured, represents the maximum liability of the insurer per travel, in accordance with the concluded insurance contract
- (2) With group plan, sum insured represents the maximum liability of the insurer per travel and for all insured persons together. Notwithstanding the above, with accident insurance, for single and group package, the sum insured represents the maximum liability of the insurer per travel and per person.
- (3) Sum insured shall be expressed in EUR. Dinar calculation of indemnity shall be calculated at the middle exchange rate of the NSB as at the date of calculation of the insurer's liability.



## TRAVEL HEALTH INSURANCE ABROAD

### Scope of cover

#### Art. 9.

- (1) Insurer or assistance company shall reimburse the costs incurred for providing necessary medical treatment and transfer in case of unexpected illness or accident that occurred during the insured's travel and stay abroad, as provided for under these Terms, up to the agreed sum insured stated in the insurance policy and certificate.
- (2) In terms of these Conditions, the costs incurred for providing necessary medical treatment and transfer in case of unexpected illness or consequences of an accident necessary medical treatment shall include only the following costs:
  1. out-patient treatment
  2. costs of the insured's initial examination, i.e. costs of necessary medical methods for determining a preliminary diagnosis, however, that insurance shall not cover the costs of inpatient treatment of chronic and other diseases, and complications thereof, which have been listed in Art. 14., para (1), item. 2. hereof.
  3. medical treatment following the insured's admittance to a hospital/clinic, if the clinic has diagnostic and therapeutic equipment, and uses methods that are scientifically recognized and clinically tested in the country of the insured's temporary stay,
  4. medication and bandages prescribed by the doctor,
  5. medical supplies necessary to treat fractures or limb injuries (casts, bandages and orthopedic aids) prescribed by a doctor,
  6. radiotherapy, thermotherapy and/or photo-therapy and similar treatments prescribed by a doctor, including decompression chamber,
  7. X-rays diagnostics,
  8. emergency surgeries of acute illnesses (including surgery related costs),
  9. emergency dental treatments, including extraction of a tooth, and simple filling of natural teeth or prosthetic devices, necessary for alleviation of acute toothache, not exceeding EUR 150 per event, however, not including making of prosthetic devices or tooth caps.
- (3) In respect of these Terms, the costs of necessary transport in case of sudden death or accident of the insured abroad shall include only the following costs:
  1. costs of transport by emergency medical service for the purpose of admitting the insured to the nearest hospital or doctor available, including the emergency transport by air,
  2. costs of transport or transfer to a specialist clinic, if proved necessary, and if prescribed by the doctor,
  3. costs of transport of a sick or injured insured, which have been previously approved by the insurer or assistance company, if the insured, due to health reasons, cannot return to his/her country as he/she previously intended.

Insurer shall also indemnify additional costs for the insured's companion, if it is medically required or if prescribed under the law.

If the insured is not a citizen of the Republic of Serbia, and requests repatriation to a foreign country where he has or had permanent residence and/or whose citizen he is, the insurer shall organize repatriation and reimburse costs up to the limit corresponding to the costs of repatriation of the insured to the Republic of Serbia.



If the insured (or family members of deceased insured) refuses repatriation, the insurer's liability shall be deemed terminated for all agreed costs incurred from the moment the insured (or family members of deceased insured) refused repatriation.

(4) In case the insured stays in hospital more than 5 (five) nights, the insurer shall reimburse the following, at the insured's request:

1. costs of return trip to the Republic of Serbia to the place of hospitalization of the insured for one person close to the insured, however, without the costs of food and accommodation, organized by the insurer's assistance company
2. costs of night's accommodation and transport due to change of reservation, for the person, who is travelling together with the insured abroad. Insurer shall pay accommodation expenses up to EUR 50 per night, for maximum 7 (seven) nights.

### **Coverage of costs of transport of mortal remains**

#### **Art.10.**

(1) In terms of these Terms, costs of transport of mortal remains of the insured include the costs of organization and transport of mortal remains of the insured to the country, or costs of funeral in the place of the insured's death abroad, up to the stipulated sum insured specified in the policy and certificate .

### **Coverage of costs of search and salvation**

#### **Art.11.**

(1) Insurer or assistance company shall reimburse the costs of search and salvation of the insured during his/her stay abroad, including the costs of aerial search or salvation by helicopter, up to the stipulated sum insured specified in the policy.

### **Travel Assistance**

#### **Art.12.**

- 1) Travel assistance includes following services
  1. Providing information on destination country
  2. Various advisory emergency travel services
  3. Provision of messaging services
  4. Providing information in case of loss or delay of luggage
  5. Providing information on rent-a-car services
- 2) The Insured may use travel assistance services referred in paragraph 1 of this Article by calling call center of the assistance company with whom Insurer has concluded contract, and providing all necessary personal data (name and surname, mailing address, contact phone number, and reason for contact) as well as information on insurance certificate (policy number).





## Legal Assistance

### Art. 13.

- 1) Legal assistance includes following services:
  1. Organizing legal assistance, referring to a lawyer, the costs of lawyer`s fee are paid by the insured when the insured is abroad and in need of a legal protection
  2. Addressing insured to local authorities, embassies and consulates
  3. Providing translators services
  4. Administrative assistance with personal and travel documents
- 2) The Insured may use travel assistance services referred in paragraph 1 of this Article by calling call center of the assistance company with whom Insurer has concluded contract, and providing all necessary personal data (name and surname, mailing address, contact phone number, and reason for contact) as well as information on insurance certificate (policy number)

## Exclusions of insurer's liabilities

### Art. 14.

- (1) Insurer and/or insurer's assistance company may not reimburse costs incurred due to:
  1. mental illnesses or disorders and depression, psychoanalytical and psychotherapeutic treatments, diseases of nervous system,
  2. chronic diseases and consequences thereof which started and were known at the inception of insurance, even if they were not treated, as well as diseases and consequences thereof which were treated during the twelve months prior to the inception of insurance, except in emergency situations when life-saving measures need to be taken,
  3. heart diseases, stroke, cancer, diabetes (type 1 and 2), migraines, epilepsy, multiple sclerosis, except in the event of unpredictable urgent medical measures, taken with the aim of saving lives of insureds
  4. dialysis, treatment following organ transplantation,
  5. sexually transmitted diseases, HIV virus,
  6. deliberate or gross negligence of the insured or a person responsible for the insured (if children are involved), self-infliction or attempt thereof,
  7. war, civil war or civil commotions, or any disturbances in which the insured actively participated, strikes, terrorist actions or sabotages, special military operations, accident which occurred on perpetrating a criminal act or offence having characteristics of violence, committed by the insured or any act or violence in which the insured actively participated (e.g. commotions and offences created by supporters),
  8. activities performed by governments bodies in their official capacity,
  9. nuclear or ionizing radiation, radioactive material or substances, any effect which is



- of radioactive origin,
10. effects of intoxication or addiction (abuse of alcohol, narcotics and medications) of the insured, if he caused it himself, consequences of non-observing the prescribed medical therapy, medication overdose, use of medications that were not prescribed to the insured, which are sold only as prescription drugs,
  11. participating in car rallies and motor trainings
  12. medical conditions that existed or were expected at the time of conclusion of insurance or commencement of travel,
  13. all claims or expenses arising from consequences of earthquakes, epidemics and pandemics (exclusion does not apply for Covid 19 diseases), natural disasters which were known prior to travel inception
  14. if a travel was commenced or was not interrupted despite of warnings or advice, i.e. current recommendations of the Ministry of Exterior of the Republic of Serbia,
  15. travels for therapeutic purposes, weight-loss treatments, aesthetic improvements, etc.,
  16. medical examination, treatment and care which are not the result of emergency medical help or accident,
  17. thermal treatment, radiotherapy, phototherapy, heliotherapy, cosmetic surgeries, and other aesthetic procedures,
  18. permanent orthopedic aids, prosthesis, glasses, etc., except those referred to in Art. 9., para. 2., item 5.,
  19. performing physical activities within regular occupation, as well as military exercises, drills, etc., and professional drivers of freight vehicles, busses, mini busses, vans, taxis, a sailor or as employee working offshore, mineworker, employee working for a company whose main areas of operation are manufacturing, processing, storage, transportation, use and/or trading of explosive materials and similar,
  20. rehabilitation, therapy in spas, sanatoriums and similar institutions, later check-ups,
  21. non-standard hospital accommodation (e.g. private suite in hospital),
  22. paragliding or gliding, flying by hot-air balloons,
  23. professional, amateur or recreational engaging in extreme sports (parachuting, bungee jumping, mountaineering or alpinism without a guide, ice climbing, any activities above 3,000 meters above-sea, sports activities in fast-moving waters, rafting, kitesurfing, ski jumps). Skiing and snowboarding are not considered extreme sports; diving and skin diving, without adequate license, carting, buggy driving, hunting, street board, stunts on roller skates, handling fireworks, ammunition, and explosives, riding water scooters, and engaging in similar high-risk sports, which involve speed, height, high level of physical exertion, specializes equipment, stunts, etc.,
  24. operating a motor vehicle without having the adequate license,
  25. treatment and care provided by a doctor, who is a member of the family, or person included in insurance package
  26. any type of vaccination, disinfection or testing,
  27. refunding of medical expenses that are subject to another contract or right (e.g. obligatory health insurance, etc.)
  28. non-material damage,
  29. all other costs not stated under these Terms.
- (2) All liabilities of the insurer shall be excluded, if, on reporting of occurrence of an insured event, the insured provides untrue information to the assistance company, withholds important information or make fraudulent documentation regarding notification or compensation of damage.
- (3) If an illness or injury that occurred during the insured's stay abroad requires the treatment to continue after the insurance expiry date stated in the policy, and the insured's



health condition does not allow his transportation back to the country, insurer's liability shall terminate after two months, counting from the date of occurrence of the insured event, however, the insured is obliged to accept the time and manner of transportation chosen by the insurer and assistance company, following a consultation with the physician.

### **Obligations of policyholder/insured**

#### **Art. 15 .**

- (1) Upon occurrence of the insured event, the insured is obliged to immediately place a call to the call center of the assistance company, to the number printed on the policy or other document in attachment, and report the data stated in the policy, the reason for calling, and act in accordance with the received instructions. If the insured is not able to immediately contact the call center of the assistance company due to his medical condition, he is obliged to do so upon being administered first aid, i.e. when his medical condition permits him to do so. Instead of the insured, this obligation may be complied with by another person (next-of-kin, chaperone, co-traveler, tour guide, etc.),.
- (2) If hospital treatment is necessary, the insured or his chaperone shall contact the call center of the relevant assistance company prior to admission into the hospital, and act in accordance with the received instructions.
- (3) Upon notification of the insured event, the call center of the assistance company shall check the validity of insurance, give further instructions regarding treatment and coverage of costs, and provide the stipulated assistance services, pursuant hereto.
- (4) Upon occurrence of the insured's death, the next-of-kin, chaperone, tour guide or other person - insurance beneficiary, shall contact the call center of the assistance Company and report the occurred event, whereupon the assistance company shall provide the organization of transport of the mortal remains to the country or the funeral of the insured abroad, and cover the expenses of transport or funeral, pursuant to the concluded insurance contract - policy ,certifikate and these Terms.
- (5) If, upon occurrence of an insured event, the assistance company is not contacted within the agreed period, and there are no justifiable reasons for failing to do so, the insurer or assistance company retains the right of assessing a total amount of actual costs that they will reimburse to the insured or beneficiary.

### **Claim settlement**

#### **Art. 16 .**

- (1) Upon occurrence of an insured event, when the insured acts in accordance with Art.15., para. (1), (2) and (3) hereof, costs of treatment and other costs stipulated under these Terms shall be paid by Insurer.
- (2) Notwithstanding para. (1) above, the costs of outpatient treatment and medications borne by the insured himself, if any, may be refunded upon return to the country, pursuant to these Terms.
- (3) In order to exercise the rights stemming from this insurance, the insured or insurance beneficiary is obliged to submit the insurer the following evidence documentation:
  1. insurance policy.
  2. photocopy of passport, with evidence of period of stay abroad,
  3. police record or official record on accident,
  4. original medical documentation,
  5. original invoice for medical services provided,
  6. original invoice for medication,
  7. original invoice for dental services,



8. original invoice for costs of repatriation of the insured, and medical report with diagnosis of illness - injury
  9. original invoice for costs of repatriation of mortal remains of the insured or funeral in the insured's place of death, and medical report on cause of death - death certificate
  10. contact telephone number of the insured or insurance beneficiary, and
  11. other documentation requested by the insurer, necessary for determining liability and the amount thereof.
- (4) An invoice for medical services must contain the following: name and surname of the insured, diagnosis of illness or injury, date of provision of medical services, and specification of treatment costs.
  - (5) An invoice for obtaining prescription medication shall contain the following: name of medication, price, pharmacy stamp, and date or fiscal account.
  - (6) An invoice for dental services must contain a specification of provided services.
  - (7) The invoices that the insured/insurance beneficiary submits to the Insurer must be originals and verified and signed by the relevant physician or pharmacist.
  - (8) The insured shall authorize third persons (physicians, dentists, medical institutions, etc.) to provide the insurer or assistance company upon their request with the required information regarding his/her treatment- The insured shall also enable the insurer or assistance company, if necessary, an insight into all medical documentation kept in healthcare institutions where the insured was treated, in line with current health regulations and protection of patients' rights.
  - (9) The insured shall, at the request of the insurer or assistance company be subject to a medical examination conducted by a physician appointed by the insurer or assistance company.
  - (10) A request for reimbursing of repatriation costs must be accompanied by original invoices and the medical report including the diagnosis of illness or description of injury. Furthermore, the medical report must also provide evidence that the repatriation was medically indicated, which would ensure that costs of medical transportation by air would also be covered, in line with these Terms.
  - (11) If the insured's health condition does not require emergency repatriation, the insured may, after a three-night stay in hospital, require to be repatriated if he is capable of travelling, however, medical transportation by air is excluded.
  - (12) A claim for reimbursement of costs of rescue must be accompanied by the original invoice of rescue service, and the payment slip as evidence that the costs were paid.
  - (13) A claim for reimbursement of repatriation or funeral of the insured abroad must be accompanied by the original invoices, and medical report on cause of death - death certificate.

### **Rights and liabilities of the insurer**

#### **Art. 17.**

- (1) If, on reporting the occurrence of the insured event to the insurer or assistance company, the insured provided untrue information, withheld important information, or fixed the documentation related to claim notification or indemnification, the insurer may not pay indemnity or costs.
- (2) If the policyholder or insured deliberately made an incorrect notification or deliberately withheld a circumstance of such a nature that the insurer would not have concluded the contract had he been aware of the state of facts, the insurer may request the contract be declared null and void.



- (3) If the competent authority initiates a proceeding regarding the occurred insured event, the insurer may not pay the claim until the respective proceeding is complete.
- (4) If, after occurrence of the insured event, the insurer's assistance company is not contacted within the agreed time, and there are no justifiable reasons for failing to do so, the insurer or assistance company retains the right of assessing a total amount of actual costs that they will reimburse to the insured or beneficiary.
- (5) If the insured or beneficiary does not report occurrence of the insured event or does not act in compliance with these Terms, the insurer is not obliged to bear the increased expenses.
- (6) Insurer or assistance company may not be held responsible for: delays or unexpected events during execution of the agreed services in case of strike, explosion, demonstration, manifestation, traffic limitations, sabotage, terrorism, civil or international war, consequences of radioactivity, or in any other case, force majeure, unforeseen circumstances or limitation of insurer's actions.

## **ACCIDENT INSURANCE**

### **Scope of cover**

#### **Art. 18**

(1) In case an accident occurs during the insured's travel and stay abroad, exceptionally on territory of the Republic of Serbia with appropriate proof of planned trip abroad (hotel, camp reservation, , ferry reservation abroad, etc.) which results in the insured's death or dismemberment, the insurer undertakes to pay the beneficiary the agreed insured sum or a portion thereof, as provided for under these Terms.

(2) In case an accident occurs, the insurer shall pay the agreed insured sum or a portion thereof, as provided for under these Terms, as follows

1. death benefit – if the insured's death ensues due to accident,
2. disability benefit – if total dismemberment of the insured (100%) ensues due to accident, as provided for under these Terms,
3. in case an accident resulted in partial total disability of the insured - appropriate portion of the disability benefit, which corresponds to the degree of disability and agreed sum insured.

(3) Insurer's liabilities stemming from accident insurance shall be determined in line with these Terms and Dismemberment Table, which make the constituent part of these Terms.

(4) The obligation of the insurer exists only if the accident occurred during the duration of the insurance, that is, during the trip and stay of the insured abroad, in accordance with these Terms. And exceptionally also on the territory of the Republic of Serbia with appropriate proof of a planned trip abroad (e.g. confirmation of hotel, camp reservation, ferry reservation abroad, etc.).

(5) Stipulated insured sums represent the maximum liability of the insurer, by one person and one travel.

## **DEFINITION OF THE TERM 'ACCIDENT'**

### **Art. 19.**

(1) In terms of these Terms, accident shall mean any sudden event that occurs independently of the insured's will, which, by acting mostly externally and suddenly to the



insured's body, results in his death, partial or total disability, or health deterioration that requires medical treatment.

(2) In terms of the above paragraph, accident particularly implies the following events: crushing, collision, impact into an object or inflicted by an object, electric shock or thunderbolt, fall, slipping, plunging, infliction of wounds by weapons, various other objects or explosive material, stabbing, impact by or bite of an animal and stinging of an insect, except in case such a stinging caused an infectious disease.

(3) The term accident also implies:

1. poisoning by chemical substances, except in case of occupational diseases,
2. infection of a wound due to the accident,
3. poisoning as a result of inhaling gas or poisonous vapor, except in case of occupational diseases,
4. burnings caused by fire or electricity, glowing object, liquid or vapor, acid, alkali, etc.
5. drowning,
6. suffocation due to covering up with soil, sand, and similar, as well as due to inhaling vapor or gas, except in case of occupational diseases
7. rupture of a muscle, sprain, fracture of joints, fracture of healthy bones caused by sudden body movements or unexpected strains arising from unexpected effect of external forces, if determined immediately after the accident took place in the hospital or other health care center,
8. effect of light, sun rays, temperature or bad weather, if the insured was exposed to them immediately after the accident or has found himself in such unexpected circumstances, which he could not have prevented or was exposed to them as a result of saving human lives.
9. effect of X-rays or radium rays, if it occurs suddenly and unexpectedly, except in case of occupational diseases.

(4) In terms of these Special Conditions, the following is not deemed to be the accident:

1. all infectious, occupational and other diseases, suicide, as well as consequences of mental effects,
2. abdominal hernia, umbilical hernia, hydrocele and other hernias, except when they arise from direct injury of peritoneum caused by direct effect of external mechanical force, if, after the injury, the traumatic hernia as well as injury to soft parts of peritoneum were diagnosed in hospital circumstances.
3. infections and diseases caused by various forms of allergies, cutting or rupturing calluses or other outgrowth of hard skin,
4. anaphylactic shock, unless it results from treatment administered after the accident,
5. hernia disci intervertebralis, all types of lumbago, slipped disk, spondylosis, spondylolisthesis, spondylolysis, sacralgia, miofascitisa, coccygodynia, ischialgia, fibrositisa, fascitisa, and all patoanatomic changes in the sacroiliacus region specified by analogue terms.
6. ablatio retinae diagnosed in hospital, unless it results from direct injury to the previously healthy eye,
7. consequences of delirium tremens or other complications related to abuse of alcohol, and effects of narcotics,
8. consequences of medical, particularly surgical interventions undertaken with the aim of treatment or prevention of a disease, unless these consequences are the result of a proved mistreatment of medical staff (vitium artis),
9. pathological bone changes and pathological epyphysiolysis,
10. systemic neuro-muscular diseases and diseases of endocrine system.



### Exclusions of insurer's liabilities

#### Art. 20.

(1) All liabilities of the Insurer are excluded, in case an insured event occurred as the result of the following:

1. earthquake, natural disasters, terror acts
2. war operations in the country and active participation of the Insured in warlike operations outside the country or special military operations
3. active participation in armed operations,
4. operating aircrafts of all types, vessels and motor vehicles of all types without the required official document providing authorisation to the driver for driving the particular type of aircraft, vessel and/or vehicle.

Provisions of item 4 above shall not apply in case the nonpossession of the required official document did not have any connection with occurrence of the loss event and liabilities of the insurer.

In terms of these Terms, the insured shall be deemed to have the required official document even when he is preparing and taking the test to obtain this document and is driving accompanied by the authorized driving instructor.

5. attempt to commit suicide or committing suicide due to any reason whatsoever,
6. the Insured's deliberate causing the insured event,
7. beneficiary deliberately causing the insured's death. If there are several beneficiaries, only the beneficiary, who deliberately caused the Insured's death, shall be excluded.
8. planning, attempt and perpetration of a premeditated criminal offence, as well as while being on the run after having committed such an act,
9. causal relationship between effect of alcohol or narcotics to the insured and occurrence of accident. As provided for under these Terms, an accident is deemed to have occurred due to causal relation of the effect of alcohol to the insured in case of a traffic accident, if , at the moment of occurrence of the insured event, the driver of a motor vehicle and/or insured had more than the permitted quantity of blood alcohol specified in the positive legal regulations valid at the moment of occurrence of the insured event.

The term driver implies all person who operate a vehicle on a road.

10. operating and riding in aircrafts of all types, as well as while parachuting, except in the capacity of a passenger in public transport.
11. insured's training and participation in public sports competitions in the capacity of a registered member of a sports organization, the sports being: football, hockey, judo, jitsu, judo, karate, boxing, skiing, rugby, wrestling, ski jumps, alpinism, and skin diving, as well as during training and participation in auto or motorcycle speed races, and moto-cross.
12. due to terrorist actions,
13. effect of nuclear energy.
14. if a travel was commenced or was not interrupted despite of warnings or advice, i.e. current recommendations of the Ministry of Exterior of the Republic of Serbia

### Claim report

#### Art.21.

(1.) An insured who has sustained an injury due to an accident is obliged to:

1. if possible, immediately report to the doctor, i.e. call the doctor who will examine his/her medical state and provide necessary assistance; also, the insured should



immediately undertake all necessary measures for the purpose of treatment, as well as adhere to the doctor's advice and directions regarding the treatment;

2. notify the insurer in writing of the insured event as soon as his/her medical state allows it;

3. in addition to claim report, provide the insurer with all necessary notifications and data, especially data on the location and time of occurrence of the accident, complete description of the event, name of the doctor who carried out the examination of the insured or is handling his/her treatment, doctor's finding on the type of bodily injury, consequences, if any, as well as data on body impairments, defects, and illnesses that the insured perhaps had even before the accident;

(2) If the accident resulted in the insured's death due to an accident, the insurance beneficiary is obliged to submit the insurer a written notification thereon, and to obtain the necessary documentation.

(3) The claim report is to be submitted in writing, on the insurer's form.

(4) In addition to the written claim report, the insurance beneficiary is obliged to submit the insurer the necessary documentation for establishing the insurer's liability and amount thereof, namely:

1. In the event of death due to an accident :

- copy of insurance policy,
- proof of travel with evidence of actual commencement and completion of travel,
- evidence of occurrence of accident,
- copy of discharge papers, if insured received in-patient treatment,
- medical report on cause of death,
- excerpt from death registry ,
- decision on inheritance,
- other necessary documentation as requested by the insurer.

2. In the event of dismemberment:

- copy of insurance policy,
- proof of travel with evidence of actual commencement and completion of travel,
- evidence of occurrence of accident,
- medical documentation on course of treatment,
- other necessary documentation as requested by the insurer.

(5) In order to determine all relevant circumstances of the occurrence and consequences of the reported accident, the Insurer is entitled to ask the Insured, Policyholder, Beneficiary or any other individual or legal entity for further explanations, and in exceptional cases to propose that the insured, at the Insurer's expense, if necessary for determining the rights under the concluded insurance contract, undergo an additional medical examination in an adequate health institution i.e. with an adequate doctor.

(6) If, based on the enclosed medical documentation, the Insurer's company doctor cannot determine with certainty a percentage of the insured's disability, the Insurer may order, at its own expense, a medical review by an adequate company doctor or a committee of company doctors who are also expert witnesses.





When scheduling the medical review by an adequate company doctor or a committee of company doctors, the Insurer must ensure that the time and place of review is also suitable for the insured.

7) In case the insured does not follow the Insurer's proposal and does not undergo the additional medical examination in the adequate health institution i.e. at the adequate doctor at the Insurer's expense, or does not appear at the scheduled medical review due to unjustified reasons, the Insurer's company doctor shall determine the disability percentage and other rights from the concluded insurance contract based on the available medical documentation.

In such case, if the insured initiates a court or out-of-court procedure due to incorrectly determined disability percentage, the Insurer shall not recognise the costs of review carried out without a court order."

### **Establishing the insured's rights**

#### **Art. 22.**

(1) The insurer's liabilities stemming from accident insurance shall be established in line with the present Terms and Conditions and the Table for establishing the percentage of permanent loss of general working ability (disability) as the result of an accident (hereinafter: Dismemberment Table) which makes the constituent part hereof.

(2) The insurer shall establish the final dismemberment percentage according to the Table. If a certain consequence of an accident is not provided for in the Table, the dismemberment percentage shall be established in line with similar damage provided for in the Table.

(3) The insured's individual abilities, social standing or occupation (professional ability) shall not be taken into account on establishing the dismemberment percentage.

(4) In case of multiple injuries of certain limbs, spine or organs, total disability of a limb or organ shall be determined in such a way that the percentage stated in the Table is applied for the biggest injury; for the next biggest injury, half of the percentage stated in the Table is applied, etc. (1/4, 1/8...). The overall percentage cannot exceed the percentage for total disability of a limb or organ stated in the Dismemberment Table. Consequences of the injuries to fingers/toes shall be summed up but the above mentioned principle shall not be applied.

(5) In case of loss of multiple limbs and/or organs due to one single accident, dismemberment percentages for each limb and/or organ are summed up.

(6) Even if the sum of dismemberment percentage for loss of or damage to multiple limbs/organs due to one single accident exceeds 100%, the indemnity may not exceed the amount of sum insured stipulated for total dismemberment.

(7) If the Insured's general working ability was permanently diminished before the occurrence of the insured event, the Insurer's liability shall be determined on the basis of this newly emerged dismemberment. The earlier dismemberment will be taken into account only in the following cases:

1. If the reported accident caused the increase of the earlier dismemberment, the Insurer's liability is determined on the basis of the difference between the new total dismemberment percentage and former percentage,

2. If during the accident, the Insured suffers loss of or damage to already injured limbs and/organs, the Insurer's liability shall be determined only on the basis of the increased degree of dismemberment.



### **Payment of the insured sum**

#### **Art. 23.**

- (1) The Insurer is obliged to pay the insured/beneficiary a part of or the whole sum insured within 14 days from the day the Insurer's liability and the amount thereof are determined.
- (2) If the payment of indemnity is made through mail or bank account, the payment shall be deemed made at 00:00 on the day following the day when the payment was confirmed at the post office or bank.
- (3) The Insurer is obliged to pay the stipulated insured sum, namely the indemnity, only if the accident occurred during the insurance period, during a stay abroad and if the consequences of the accident specified in the Art. 19. of these Conditions developed within 3 (three) years from the date of occurrence of the accident.
- (4) A dismemberment percentage is determined on the basis of the Table, after the treatment, when the insured is in stable condition with regard to the suffered injuries and resulting consequences, i.e. when the doctors expect that the health condition of the Insured will not further improve or deteriorate. If such a health condition cannot be determined after three years of the date of the accident, the insured's health condition upon the expiry of this period shall be considered as definite and shall serve as a basis for determining a disability percentage.
- (5) If determining of the Insurer's liability requires a certain period of time, the Insurer is obliged to pay, at the Insured's request, the amount that indisputably relates to the percentage of dismemberment that could be determined at that stage as definite, according to medical documentation. However, this amount may not exceed 50% of the stipulated insured sum.
- (6) The Insurer shall not make the advance payment before his liability is determined, taking into account the circumstances of the accident.
- (7) If the insured dies from the consequences of the accident within one year from the date of the accident, and the definite dismemberment percentage has already been determined, the Insurer shall pay the sum payable for death, namely the amount corresponding to the difference between the sum payable at death and the amount that has already been paid for dismemberment, if there is such a difference.
- (8) If the definite dismemberment percentage has not been determined and the insured dies due to the same accident, the Insurer shall pay the sum payable at death due to an accident, namely only the amount corresponding to the difference between the sum payable at death and the sum already paid (advance payment), but only if the insured died due to an accident within three years from the date of the accident.
- (9) If the definite dismemberment percentage has not been determined and the insured dies within three years from the accident from any other cause than that stated under the previous paragraph of this Article, and the claim report has been submitted prior to the insured's death, the amount of the insurer's liability for dismemberment shall be determined on the basis of the medical documentation.

### **Insurance beneficiary**

#### **Art. 24.**

- (1) Insurance beneficiaries in the event of the insured's death due to an accident shall be his/her legal heirs.
- (2) The insurance beneficiary in the event of dismemberment shall be the insured himself. In case the insured dies after occurrence of disability, and fails to report a claim for disability, the indemnity may not be the subject of legal or testament inheritance.



(3) If the insured is a minor, the insured sum or indemnity shall be paid out to his/her parents or guardian.

## **LUGGAGE INSURANCE**

### **Scope of coverage**

#### **Art. 25.**

- (1) Insurance covers loss of, damage to, or destruction of luggage that the insured carries with him/her, and luggage handed over during departure and return travel, as well as during the time spent at the travel destination. Coverage also includes items purchased during the travel abroad.
- (2) Loss shall be indemnified:
  1. if it is the consequence of a criminal act committed by a third person (e.g. burglary theft, robbery), provided that the event is reported to the local public authorities (police) within 24 hours from the moment of loss occurrence,
  2. due to damage while the luggage is in the custody of the person to whom it has been entrusted for transport or safekeeping, and who is responsible for it based on carrier's custody (carrier, hotel, etc.).
- (3) If it was impossible to locate the luggage, and it was therefore proclaimed as permanently lost by the responsible person to whom it was entrusted, indemnity shall be decreased by the amount that the insurer paid for luggage delay. Luggage shall be deemed permanently lost if it does not arrive at the travel destination within 20 days from the insured's arrival.
- (4) Special costs of special delivery or location of lost luggage, taxi costs or telephone costs incurred due to loss or delay of luggage are not covered by insurance.
- (5) Indemnity for covers stipulated in EUR shall be calculated and paid out in RSD counter value at the middle exchange rate of the National Bank of Serbia as at the date of indemnity payment.

### **Sum insured**

#### **Art. 26.**

- (1) The sum insured for an individual item of luggage shall be established as the current value, i.e. the new purchase value decreased by depreciation due to use and wear.
- (2) If the insured possesses the original invoice for items purchased, the current value shall be calculated as follows:
  1. For items aged up to 6 months from the date of purchase - 100% of new purchase value,
  2. For items aged 6-12 months from the date of purchase - 80% of new purchase value,
  3. For every subsequent year, the value shall be reduced by an additional 10%.
- (3) If the insured does not possess the original invoice for the purchase of an item, the current value shall be calculated to up to 50% new purchase value,
- (4) The value of electrical and technical devices may be reduced by a higher amount due to wear.
- (5) The value of cosmetics, perfumes, medication and similar, consumer goods shall be decreased by a minimum of 50% of the new purchase value in terms of indemnity.
- (6) If the insured items were completely destroyed or stolen, and the insured cannot prove their current value in terms of the provisions hereof, the insurer's liability shall not exceed 50% of the new purchase value of a new item.
- (7) Indemnity for films, video, sound, and data equipment shall be calculated according to the



value of the material, not the value of data stored on them.

### **Exclusions and restrictions of the Insurer's liability**

#### **Art. 27.**

- (1) Jewelry, video equipment, photo equipment and portable personal computer, watches, fur and leather items, mobile telephones and similar portable communication devices, shall be insured only if the insurer carries them on him/with him so that a third person cannot alienate them without overcoming resistance.
- (2) Valuables specified above shall only be covered by insurance :
  1. If the above items were stored in a hotel safe or similar storage in the facility which provides accommodation services, along with written confirmation that such items have been taken into custody.
  2. In other cases, the specified items must be located in a tightly locked safe or other security storage suitable for the item being stored, inaccessible to other persons, i.e. the public or other guests in the accommodation facility.
- (3) If the specified items are located in the luggage handed over to the carrier, the specified valuables shall by no means be insured.
- (4) Luggage on or in a parked vehicle shall be insured against burglary theft only if located in a locked vehicle or roof compartment for transporting equipment which is firmly mounted on the vehicle, and shall be indemnified up to 50% of the stipulated sum insured.
- (5) Money, securities, travel tickets and all types of documents, credit cards, pieces of art or collections of significant value, musical instruments, tools and inventory for carrying out one's profession, spare parts for motor vehicles, software, weapons, and medical devices shall not be insured.
- (6) Costs incurred towards a mobile operator resulting from loss of SIM card shall not be covered by insurance.
- (7) Sports equipment shall be insured only during transport to and from the travel destination, and in the accommodation in a locked room not accessible to all users of accommodation, but not during use.
- (8) The insurer's liability shall be excluded for claims arising from:
  1. intentional or fraudulent action or gross misconduct of the insured,
  2. insufficient or inadequate packaging of goods, its stacking or securing during transport, storing luggage into a storeroom, if done by the insured,
  3. due to common theft, misplacing items from the luggage, forgetting, i.e. leaving abroad, unexplainable loss, fall resulting from being dropped,
  4. due to hidden flaws, i.e. defects, natural defects of items,
  5. due to war risks, actions of public authorities by virtue of office as well as seizure by them,
  6. due to damage while the luggage is located in the means of transportation for which transport is not paid (e.g. own private vehicle)
  7. related costs and penalties due to loss of item (e.g. issuing new SIM card, tokens, etc.)
- (9) The Insurer shall not be liable for paying out indemnity if the insured intentionally or due to gross misconduct caused the insured event or on the occasion of occurrence of the insured event, and particularly on reporting the claim, he/she provided false information.



### Limits of coverage

#### Art. 28.

- (1) The insurer is obliged to pay out the following indemnity per loss event, not exceeding the stipulated sum insured, as follows:
1. for lost luggage, the current value of insured items in terms of Art. 26. hereof,
  2. for damaged items, necessary repair costs, up to the current value of insured items in terms of Art.26. hereof; reduced by the value of the remains of damaged items,
  3. for glasses, contact lens, and orthopedic aids up to 20% of the amount of the sum insured,
  4. for mobile phones and similar telecommunications devices up to EUR 100,
  5. in case of burglary theft from a vehicle, up to 50% of the amount of the sum insured,
  6. for all valuables specified in Art.27., para. (1) up to 50% of the amount of the stipulated sum insured.

### Luggage delay

#### Art. 29.

- (1) The insurer shall cover the costs of purchasing replacement luggage (necessary clothing and basic toiletries) up to the sublimit ad defined in the Table of Limits (Appendix 1), upon being presented original invoices on purchase of the above, in the event that personal luggage handed over for transport does not reach the destination outside the insured's place of residence within 12 hours from the arrival of the insured at the destination, which the insured is obliged to substantiate by providing a valid confirmation from the carrier on the delay of the handed over luggage.

### Insured's obligations

#### Art. 30.

- (1) The insured is obliged to report the claim resulting from a criminal act of a third person to the nearest relevant police station immediately upon the occurrence of the loss event, or within 24 hours at the latest. The police report with a list of all the lost or damaged items shall be submitted to the insurer or the assistance company together with the written claim report within 30 (thirty) days from the day of occurrence of the insured event.
- (2) Damages to handed over luggage must be immediately reported to the person in whose custody the luggage was placed (carrier or organization which renders accommodation services), and a certificate thereon must be required from the above, to be submitted to the insurer along with the written claim report.
- (3) In the event of intentional infringement of any of the above obligations, or infringement due to gross misconduct, the insurer may be exempt from indemnifying the claim.

### Recovered stolen items

#### Art. 31.

- (1) In the event of loss or disappearance of items of luggage, if the item is recovered within 60 days from the date of receiving last information with regard thereto, after reporting the disappearance to the insurer and to the relevant police body or public authorities, the insured is obliged to take over the recovered item and return insurance indemnity paid out by the insurer, if any. Any damage which occurred to the item after its disappearance shall be indemnified by the insurer in line with the present Terms and Conditions.
- (2) The claim shall be calculated as a total loss for those items which are not recovered until the expiry of the period specified above, and it shall be deemed that total loss occurred on the date which pertains to the last available information regarding the items.



- (3) If the insured wishes to take over an item recovered after the period specified in para. (1) hereof, the insurer's Obligation to return the paid out indemnity shall be decreased by the amount of the increased depreciation of the recovered item from the date of indemnity payment until the date of recovery of the missing item.
- (4) If the insured does not wish to take over an item recovered after the period specified in para. (1) above, and if indemnity has not been paid out by that time, the insured is not obliged to take over the recovered item and is entitled to seek payment of indemnity as in the event of total loss of the subject of insurance. The subject of insurance shall belong to the insurer upon the payment of insurance indemnity.
- (5) If the insurer in any way learns of the whereabouts of the stolen insured items, he/she is obliged to immediately undertake all the necessary reasonable measures, particularly by engaging the relevant authorities, in order to determine that the items are identical, and for them to be returned to the insured as soon as possible. The insured is obliged to notify the insurer on all his findings, undertaken measures and their results as soon as possible.

## ROADSIDE ASSISTANCE

### Subject of insurance

#### Art. 32. .

- (1) These Terms apply to the insurance of roadside assistance costs for vehicles for which the assistance of an assistance company is provided, with which the Insurer has concluded a contract.
- (2) Roadside assistance insurance includes:
  1. Taking the insured call at the Assistance center 24/7
  2. Repair costs in case of minor breakdown
  3. Towing costs
  4. Costs of transport of the insured
  5. Coverage of costs of transport connections
  6. Coverage of costs of overnight accommodation for the insured
- (3) The type and scope of assistance shall be decided on by the Assistance Center based on all circumstances of the insured event.

### Insured risks – Insured event

#### Art. 33.

- (1) By stipulating road assistance insurance with the help of the Assistance Center, the insured is provided an around-the clock organization of assistance, as well as coverage of expenses in case he/she finds himself/herself in trouble due to:
  1. **Breakdown** – vehicle breakdown implies every mechanical, electrical and/or electronic vehicle failure, due to which the vehicle is inoperative or unsuitable for safe driving.
  2. **Damage** – vehicle damage has occurred when the vehicle is inoperative or unsuitable for safe driving due to traffic accident, fall or impact of an object, deliberate intent or mischief of third parties, fire, flood, storm or hail.



3. **Destruction** – a vehicle is deemed destroyed when damages arising from risks referred to in item 2. above are so serious that the vehicle cannot be repaired or its repair is economically unjustifiable (total loss).
4. **Theft of vehicle** – theft of vehicle, in terms of the present Terms and Conditions, implies unlawful taking of a locked vehicle or parts thereof, with the intention to use it for driving or derive unlawful property benefits, provided that the keys are not in the vehicle. Vehicle or its parts shall not be deemed stolen if the vehicle is concealed by the insured or his/her spouse, close blood relatives, adopter or adoptee or person living with the insured in a joint household or person that the insured is obliged to support, or persons for whose actions the insured is responsible on any grounds.
5. **Accident** – in terms of the present Terms and Conditions, accident shall mean a traffic accident in which the insured vehicle participated and in which the driver or passenger suffered injuries which resulted in deterioration of health of such persons.

#### **Persons covered by assistance**

##### **Art. 34.**

- (1) The Insured has the right to receive roadside assistance.

#### **Vehicles covered by assistance**

##### **Art.35.**

- (1) Insurance cover exists for trips abroad exclusively in the Green Card Countries and only for the motor vehicle which is in the possession (i.e. as owner, lessee or registered holder) of the insured; the motor vehicle assistance already applies at the start of the trip in the home town, if Serbia has not yet been left, suitable proof of the planned trip abroad is necessary (e.g. booking confirmation of the hotel, camping site, reservation of a ferry abroad, etc.).
- (2) Assistance services may be provided to vehicles used for transport of people. Under these Terms and Conditions, insured event will not cover vehicles older than 15 years as well as taxi vehicles and rent-a-car vehicles.

**Sum Insured****Art. 36.**

No.	SERVICE	
		<b>IN GREEN CARD COUNTRIES and exceptionally in Republic of Serbia</b>
1	INFO LINE	YES
2	REPAIR AT THE SCENE OF LOSS EVENT	EUR 150
3	TOWING SERVICE	EUR 200
4	ACCOMMODATION IN SERBIA OR ABROAD UNTIL THE AUTOMOBILE HAS BEEN REPAIRED	EUR 70 per person/maximum 24h
5	CONTINUATION OF THE JOURNEY	EUR 30 / per person
6	REPLACEMENT VEHICLE	NO
7	RETURN OF THE INSURED	Bus or train ticket
8	COSTS OF PARKING	EUR 5 / day, max 5 days

**Occurrence of insured event****Art.37.**

- (1) In terms of these Terms and Conditions, an insured event shall be deemed to have occurred at the moment the user, after occurrence of risks referred to in Art.33. hereof, places a call to the Call Center of the assistance company.
- (2) Insurer shall bear the expenses for the maximum one services provided for each individual trip abroad.

**Repair costs in case of minor breakdown****Art.38.**

- (1) Coverage of repair costs in case of minor breakdown shall include costs of a repairman's arriving at the scene, as well as labor costs, maximum for one hour of work, based on the official price of the repair shop, if the vehicle can be repaired on the spot within one hour.
- (2) Minor breakdown refers to flat tire, minor mechanical, electrical or electronic failures, such as, empty battery, breaking of a belt.
- (3) Insurer is not obliged to indemnify costs of spare parts and materials, and is not responsible for the quality of work and installed parts.
- (4) Insurer is obliged to cover the costs of provided road assistance service, up to the stipulated sum insured, which depends on the selected package.





### **Towing costs**

#### **Art. 39.**

- (1) Insurer is obliged to indemnify costs incurred in towing of the vehicle if the vehicle is inoperative, namely if it cannot be put in working order on the scene of loss occurrence. Costs of towing of the vehicle shall be indemnified for:
1. towing the vehicle to the nearest repair shop that can put the vehicle in working order, or
  2. place of residence or registered office of the insured, if the insured so requests.
- (2) Insurer is not obliged to indemnify costs incurred in towing - transport of the vehicle for losses that occurred due to gross negligence of the insured or designated vehicle driver, such as: if a vehicle is left without fuel or engine oil, if the vehicle cannot be operated due to loss, theft or damage to the keys, or if the keys are left in the locked vehicle.
- (3) Insurer is obliged to cover the costs up to the stipulated sum insured, which depends on the selected package.

### **Costs of transport of the Insured**

#### **Art. 40.**

- (1) Insurer shall reimburse actual costs of transport of the Insured if, due to a loss event, the insured vehicle cannot be repaired on the same day or if the insured vehicle has been stolen.
- (2) The insurer shall reimburse the costs of transport of the Insured up to:
1. location where the vehicle is to be repaired, or
  2. their place of residence or their destination.
- (3) If the transport is conducted by means of public transportation, the costs shall be recognized for the Insured and shall be reimbursed for the cost of the second class train or bus ticket, depending on the selected package.
- (4) Taking into consideration the circumstances and location of the loss event, and depending on the selected package, transport may also be conducted by taxi or replacement vehicle.
- (5) In any case, decision on the means of transportation shall be rendered by the Assistance Center, in respect of the specific case and selected package.
- (6) If the Insured makes use of the overnight accommodation referred to in [Art. 42, hereof](#), the insurer shall also pay for the costs of transportation from the location of loss event to the location of the above accommodation, and from the location of accommodation to the location where the repaired vehicle is to be taken over.
- (7) The insurer is obliged to cover the costs referred to in this Article up to the level of the stipulated sum insured, which depends on the selected package.
- (8) The insured is not entitled to transportation in cases when the vehicle is left without fuel, engine oil or if the insured cannot use the vehicle due to loss of or damage to the keys or if the keys are left in a locked insured vehicle.



### **Coverage of costs of transport connections**

#### **Art. 41.**

- (1) The insurer shall cover the costs of transportation of Insured from the location of loss event to the nearest place from which the journey to the destination or place of residence may be resumed (e.g. train station, airport, rent-a-car, etc.), or to the location of overnight accommodation, if the Insured has chosen that option.
- (2) The insurer is obliged to cover the costs up to the amount of stipulated sum insured, which depends on the selected package.

### **Coverage of costs of overnight accommodation for Insured**

#### **Art. 42.**

- (1) The insurer shall reimburse the costs of accommodation (overnight stay with breakfast) for insured if the vehicle is inoperative or cannot be repaired on the same day.
- (2) The insured is not entitled to reimbursement of costs of overnight accommodation if the insured vehicle is left without fuel, engine oil or if the insured cannot use the vehicle due to loss of or damage to the keys or if the keys are left in a locked insured vehicle.

### **Exclusions**

#### **Art. 43.**

- (1) Insurer shall not provide assistance or cover expenses if:
  1. the insured vehicle is used in car races and test driving,
  2. the insured vehicle is used for transport of persons paying for a transport service (taxi) or for renting (rent-a-car),
  3. the problem with the insured vehicle is due to nuclear danger, war, terrorist acts, demonstration, manifestation and similar actions,
  4. elimination of a minor defect in the service, unless the assistance company failed to send a team that repairs minor defects on site, and for which there must be a confirmation from the assistance company that they did not have a team available to go to the field and it was necessary to pedal the vehicle to the service center, and the repair costs will be recognized up to the amount defined in Article 38 of these Terms and Conditions,
  5. breakdowns that occur as a result of minor breakdowns that are covered by these conditions (eg driving with a flat tire, etc.)
  6. there were repeated identical problems with the insured vehicle, due to minor breakdowns or loss of fuel,
  7. the insured has problems with the insured vehicle arising from risks not referred to in Art. 33. hereof,
  8. the insured event occurred due to force majeure or natural disasters (earthquake, landslide, etc.).
- (2) If the Insured does not place a call to the Assistance Center when he/she finds himself/herself in trouble, the Insurer is not obliged to indemnify a loss that the Insured might have due to failure to comply with this obligation.



**Loss of insurance  
rights**

**Art. 44.**

- (1) Insured shall lose the rights stemming from road assistance insurance in following cases:
1. if the vehicle is operated by a person not having an appropriate driving license, or a person whose driving license has been withdrawn by the police or he/she has been prohibited to drive,
  2. if, at the moment of accident, the driver of the insured vehicle was under the influence of alcohol, drugs or other kinds of narcotics, as provided for under the law of the territory where the insured event occurred,
  3. if the Assistance Center is provided with incorrect or false information on insurance or circumstances of the loss event
  4. in case the insured does not observe the instructions and decisions of the Assistance Center about the manner of providing assistance.

**Insured 's obligations on occurrence of  
insured event**

**Art. 45.**

- (1) Insured is entitled to assistance being organized in line with these Terms and Conditions, only provided that he/she has placed a timely call to the Assistance Center.
- (2) If the vehicle is stolen, the insured is obliged to notify the police thereof immediately, not later than 48 hours upon learning of the theft.
- (3) Prior to placing a call, the Insured must not try to solve the problem on his/her own, except in case of extraordinary situations, such as trying to prevent a bigger loss, save lives, or if, due to his/her health condition after the traffic accident, he/she is not able to place the call.
- (4) Insured must corroborate the particular extraordinary situation with appropriate evidence. Based on received evidence, the Assistance Center shall decide whether the Insured's request for indemnity is justified. If the Assistance Center estimates that the particular situation was extraordinary, the Insured may subsequently be recognized the rights stipulated hereunder.
- (5) On placing a call to the Assistance Center, the Insured is obliged to provide the following information:
  - name and address of the insured, as specified in the certificate,
  - certificate number,
  - the insured's whereabouts, as well as his/her contact address and phone number
  - number of insured in the vehicle
  - short description of the problem, and type of the requested assistance.
- (6) The Insured is obliged, in case of occurrence of a loss event, to adhere to the instruction of the Assistance Center. If the Insured acts contrary to such instructions, the Assistance Center and/or Insurer shall not be liable for the damage arising therefrom.
- (7) The Insured is obliged to bear the costs exceeding the stipulated limits, as well as incurred costs not covered by the Insurer hereunder, by himself/herself.



## CLOSING PROVISIONS

### Subrogation

#### Art. 46.

- (1) The rights of the insured towards third persons responsible for the occurrence of the insured event on any grounds, with the exception of accident insurance, shall be transferred to the Insurer by virtue of the law up to the level of the amount of paid out indemnity.
- (2) If subrogation is partially or completely disabled by fault of the insured, the insurer shall be exempt from his liability towards the insured to an appropriate extent.
- (3) Notwithstanding the rule on subrogation, those rights shall not be transferred to the insurer if the claim is caused by the insured's next-of-kin or a person for whose actions the insured is accountable, or who lives in a joint household with the insured, or a person employed by the insured, unless such persons caused the damage intentionally or by gross misconduct.
- (4) The insured is obliged to provide complete assistance to the insurer at his request, in exercising rights towards third persons, as well as to issue him a neatly completed and signed document on ceding his/her rights.

### Obsolescence of receivables

#### Art. 47.

- (1) Receivables from the insurance contract concluded hereunder shall become obsolete in line with the Law on Contracts and Torts.

### Sanctions

#### Art. 48.

- (1) The insurer shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### Application of legal regulations

#### Art. 49.

- (1) The appropriate provisions of the Law on Contracts and Torts shall be used to govern all relations between the contracting parties which are not governed by the present Terms and Conditions, the insurance policy, or signed enclosures and statements.

### Jurisdiction in case of dispute

#### Art. 50.

- (1) In case of disputes, the parties shall acknowledge the jurisdiction of the actually competent court in Novi Sad.

#### Art. 51.

- (1) These Terms and Conditions shall enter into force and apply as of the eighth day from the day of adoption thereof.



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