

GROUP ADDITIONAL HEALTH INSURANCE SPECIAL TERMS AND CONDITIONS – SURGICAL PROCEDURES (OPERATIONS)

I OPENING PROVISIONS

Article 1

- (1) These Group Additional Health Insurance Special Terms and Conditions – Surgical Procedures/Operations (hereinafter: Special conditions) and General Terms and Conditions for voluntary health insurance (hereinafter: General Terms and Conditions) shall be an integral part of the contract on group additional insurance of persons against surgical procedures and/or operations (hereinafter: the Insurance Contract) which is concluded voluntarily between the Policyholder and the Insurance provider, Joint Stock Insurance Company GENERALI OSIGURANJE SRBIJA (hereinafter: the Insurer).
- (2) Certain terms used herein shall have the following meaning:
 - **“Policyholder”** – natural person or legal entity or an affiliated legal entity entering into an insurance contract with the Insurer, in the name and on behalf of the insured and/or in own name and on own behalf, and who has undertaken to pay the premium from its own funds or charged to the insured;
 - **“Insured”** – natural person who a Policyholder’s employee, a member of Policyholder or beneficiary of Policyholder’s services, and who is entitled to indemnity of medical treatment expenses in case of insurance event occurrence pursuant to contract concluded.
 - **“New Insured Person”** – a person who is enters into voluntary health insurance in the course of the insurance contract period;
 - **“Insurance Beneficiary”** – a person on whose behalf insurance contract is being entered into.
 - **“Insurance Year”** – a period of twelve (12) months starting from the date of inception of insurance cover provided for under the policy;
 - **“First Insurance”** – the date when insured person entered into insurance with the same Insurer for the first time and obtained the status of insured person hereunder.
 - **“Continuous Insurance”** – re-entering into insurance contract for the person who has already been insured under previous policy with no interruption in insurance between two policies.
 - **“Indemnity”** – a stipulated amount representing Insurer’s liability in case of occurrence of insured event specified in the insurance policy and defined hereunder.
 - **“Medical Emergency”** – serious disease or injury which could, without direct-immediate medical aid in form of surgical procedure and/or operation (hereinafter: surgical procedure), endanger life of the insured person, i.e. which could cause irrecoverable or severe deterioration or damage to his health or death; urgent medical aid shall mean medical aid provided within 12 hours from the moment of reception of the insured person in order to avoid expected occurrence of a medical emergency.
 - **“Accident”** – any sudden event that is independent from the insured person’s will which affecting mostly from the outside and suddenly insured person’s body causes a health disturbance requiring surgical procedure.
 - **Table of Surgeries** – a table for determining the percentage of the sum insured to be paid in case a surgery is performed, which was agreed upon by the Policyholder and which is set forth and specified in the insurance policy, i.e. the

insurance contract based on the selected insurance cover (hereinafter: Table of Surgeries)

II GENERAL PROVISIONS

Article 2

- (1) The Policyholder shall be obliged under the Insurance Contract to pay a premium to the Insurer, while the Insurer shall undertake to pay the indemnity to the insurance beneficiary, when an insured event occurs pursuant hereto.

Entering into an Insurance Contract

Article 3

- (1) Insurance contract shall be entered into pursuant to previous unique proposal submitted in writing by the Policyholder in the Insurer's form and containing information on each insured person to be included in the insurance contract.
- (2) A written proposal for entering into insurance contract shall be binding for the Policyholder unless he set out a shorter period, during 8 (eight) days from the date when the Insurer received the proposal.
- (3) If the Insurer does not reject the application not deviating from Insurer's terms and conditions, within the period defined in paragraph (2) of this article, it shall be considered accepted and that the insurance contract was concluded as of the date of submission of the insurance application.

Policy

Article 4

- (1) Integral part of insurance contract is a list of insured persons included in this insurance cover.
- (2) Upon request of the Policyholder, when the insured wants to include family members in insurance and to bear the cost of the premium for family members himself, the Insurer can include family members in the present policy or it can issue a separate policy covering only family members of the insured, in which case the Policyholder shall be an individual-insured who includes family members in insurance. In the latter case, the policy of family members and the policy of the insured must have the same insurance covers, the same sums insured and the same duration of insurance.

Duration of the Insurance Contract

Article 5

- (1) Insurance contract shall be concluded for a limited period of 12 (twelve) months, except when the status of the insured person in the national health insurance plan has ceased.

Commencement and Termination of the Insurer's Liability

Article 6

- (1) Unless otherwise provided for under the policy, the Insurer's liability shall commence at 24.00 h on a date specified in the policy as inception of insurance cover, on condition that the premium or premium installment was paid, unless it was agreed that the premium or its installment is to be paid upon conclusion of the insurance contract.
- (2) If the first contracted premium was not paid by the date specified in the policy as inception of the insurance cover, the Insurer's liability shall commence at 24.00 hours on the day when the first contracted premium is paid in full.

- (3) Exclusive of paragraph (1) and (2) of this article, for certain surgeries pursuant to article 8, paragraph (1) hereof, under which waiting period (benefit qualifying period) is arranged, the Insurer's liability shall commence at 24.00 h the day after the expiry of the waiting period (benefit qualifying period) providing that premium was paid, unless it was agreed that the premium or its installment be paid upon conclusion of the insurance contract.
- (4) Insurer's liabilities shall terminate at 24.00 h on the date provided in the policy as expiry of insurance contract and/or in other cases provided for under the General Terms and Conditions and hereunder.
- (5) Notwithstanding the agreed duration, the insurance cover shall terminate for each insured person at 24.00 h on the day:
 - Of death of the insured, except for insured members of the insured's family until the expiry of current policy and if premium for outstanding insurance period was paid;
 - When insured person has lost the status of a person with national health insurance;
 - Insured's employment or membership with the Policyholder has ceased or the status of beneficiary of the Policyholder's services which was the basis for obtaining status of insured person, has terminated;
 - In other cases provided for under the General Terms and Conditions.
- (6) In any case, insurance of the insured's family members shall terminate with the termination of the insured's policy, notwithstanding the reason of the insured's policy termination, except in case provided for under paragraph (5), item 1 of this article.
- (7) Insurer's obligations in case specified under article 7, paragraph (4) hereof shall commence at 24.00 h on the date of expiry of the period of 8 (eight) days from the date when the Insurer was delivered such person's insurance application provided that the insurance premium, or its installment, was paid, unless otherwise contracted.
- (8) There shall be no Insurer's liability for insured event that occurred before the commencement of the Insurer's liability pursuant to paragraph (1), (2) and (3) of this article and for insured event occurred after the expiry of the Insurer's liability pursuant to paragraph (4) and (5) of this article, nor in the case of a surgical procedure the necessity of which was certain at the time of entering into insurance contract.

Eligibility

Article 7

- (1) Group of persons who have the status of a person with national health insurance at the time of entering into insurance contract and for whom the premium was paid could be insured hereunder. The group of persons to be collectively insured with one Policyholder shall be a group of no less than ten (10) persons employed by the Policyholder, who are beneficiaries of Policyholder's services, i.e. members of Policyholder.
- (2) Contracted insurance cover provided for hereunder shall also apply to members of insured's family if they were identified in the policy, insurance contract and/or list of insured persons if the premium for these persons was paid.
- (3) After this insurance contract has come into force, new person could be included in insurance cover only if a person to be included in insurance is:
 - a new employee, who has become a beneficiary of Policyholder's services and/or the Policyholder's member – then Insurer shall be delivered a certificate from the Policyholder's i.e. employer, stating that this person was employed and/or became the Policyholder's member or user of the Policyholder's services after

commencement of insurance contract i.e. that the contracted working conditions for this person have been changed if the insured is the Policyholder's employee, or that the terms of membership with Policyholder or the use of Policyholder's services were changed, but solely according to predefined criteria which the Insurer had been aware of before the conclusion of the insurance contract;

- insured's spouse or partner – with documents delivered to the Insurer in the form of a Marriage certificate proving that the spouse has obtained that capacity after the commencement of the insurance contract or the documents proving residence at the insured's address in case of extramarital union;
 - insured's newly born child – only if insured also included all of his previous children (if any) in insurance cover and with delivered to the Insurer in the form of birth certificate proving that the child was born after commencement of the insurance contract or Decision on adoption from the Social services, proving that the adopted child obtained this status after commencement of the insurance contract;.
- (4) In the case specified under paragraph (3) of this article, the Policyholder shall be required to submit to the Insurer the request for inclusion of these persons in insurance, within thirty (30) days from the date of birth, wedding date, date of employment, date of obtaining the status of user of Policyholder's services or inclusion as the Policyholder's member.
- (5) Excluding a certain insured person from insurance before the expiry of the agreed insurance period is possible only in cases specified in article 6, par. (5) and (6) hereof, whilst the Policyholder shall be required to notify the Insurer about the termination of insurance for an insured person and to submit a certificate proving that some of the cases specified under article 6, par. (5) and (6) hereof has occurred.
- (6) The Insurer shall be entitled to require additional documents evidencing existence of grounds for termination or establishment of bases for insurance in any case of inclusion or exclusion of a person from insurance contract after commencement of the insurance contract.
- (7) In case of exclusion of a person from the insurance cover before the expiry of the insurance contract, the Insurer shall be entitled to the premium up to the date by which the insurance for such person was valid.

Waiting Period (Benefit Qualifying Period)

Article 8

- (1) Waiting period (benefit qualifying period) in case when the surgical procedure in question has not resulted from an accident or a medical emergency shall be provided for hereunder.
- (2) Waiting period for insured event of occurrence of a surgical procedure not resulting from accident or medical emergency shall be three (3) months pursuant to previous paragraph of this article.
- (3) Waiting period starts from the commencement of the insurance contract i.e. from the commencement of insurance for new insured person, provided that by that day, the first contracted premium was paid, unless it was agreed that the premium, or its installment, is to be paid after the conclusion of the insurance contract.
- (4) If due premium was not paid by the date of commencement of the insurance contract, waiting period (benefit qualifying period) shall commence at 24.00 h of the date when the first stipulated premium was paid.
- (5) Waiting period shall not apply to persons with continuous insurance, i.e. shall not apply to persons who obtained the status of insured person under previous policy

pursuant hereto and/or for who waiting period (benefit qualifying period) within the period of the previous policy has already expired.

- (6) If the waiting period has not completely expired for certain insured person in the course of the previous policy period, the remaining term of the previous waiting period shall be transferred to the following period of insurance cover under the new policy.

Notifying the Insurer

Article 9

- (1) When signing the insurance contract, the insured is required to report to the Insurer all the circumstances relevant for risk assessment which he/she is aware of or which he could not have been unfamiliar with.
- (2) Any circumstance insured person is aware of and which is relevant for the insured subject matter shall be considered important circumstance.
- (3) In the course of the insurance contract, the Policyholder shall be required to report to the Insurer the new circumstances related to insured persons (such as a change in person's status in terms of national health insurance, place of residence – address, occupation or marital status), as well as any other circumstances which could affect the occurrence of the insured event i.e. to submit information on any other relevant changes which influence the information provided at the time of conclusion of the insurance contract.

Insured Event

Article 10

- (1) The insured event shall be deemed to have occurred when a surgery was performed on an insured person, but only the one that is listed in the Table of Surgeries, which is an integral part of the insurance contract, and if it was performed in the course of the agreed insurance period.

Insurer's Liabilities

Article 11

- (1) The Insurer is required to pay the percentage of the sum insured listed in the Table of Surgeries to the insured who underwent a surgery listed in the Table of Surgeries, according to the policy that was in force at the time the surgery was performed.
- (2) The Insurer shall pay to the insured person the indemnity amounting to the sum insured, i.e. the amount of its percentage specified in the policy which was in force at the time the illness provided for hereunder was undoubtedly diagnosed, within 14 (fourteen) days from the date the evidence was received and liability established.
- (3) The Insurer will have fulfilled its obligation as of the date the payment through post office or bank is confirmed.

Limitations and Exclusions of the Insurer's Liability

Article 12

- (1) During the insurance year, indemnity can be paid for several surgeries but on different organs and not exceeding 100% of stipulated sum insured.
- (2) If several surgical procedures were performed on one insured person's organ, right to indemnity can be exercised only for the first surgery during the entire insurance period, except in case of surgeries on even organs and in case when performed operation led to loss of a part of organ and after that entire organ was removed, in such case insured person shall be entitled to payment of difference up

- to the indemnity provided for the loss of entire organ but not exceeding 100% of the sum insured.
- (3) Insurance period pursuant to paragraph (2) of this article shall mean the entire period from the first inclusion of the insured person into insurance, regardless of whether the previous period has been covered under one contract/policy or under several contracts/policies (in case of renewal).
 - (4) If one surgery covers several organs, Insurer's liability shall be established based on the surgery for which the highest percentage has been provided in the Table of Surgeries.
 - (5) Insurer's liability shall terminate after the indemnity is paid for a performed surgery notwithstanding the stipulated insurance duration, but only for the surgery that was performed on the organ for which the Insurer has already paid indemnity pursuant to paragraph (2) of this article, while the right to indemnity for other surgeries shall remain in force, provided that provisions under paragraphs (1), (2) and (3) of this article are applied.
 - (6) If this insurance was concluded together with critical illness insurance, and the performed surgery was a result of critical illness for which a related indemnity had already been established and paid, in that case the indemnity for the performed surgery specified in the Table of Surgeries shall be reduced by 60%.
 - (7) Insurer's obligations shall be excluded if the insured event has occurred:
 - As result of insured person's deliberate action or felony, attempted suicide or mental illness (insanity) of the insured person, deliberate self-injury, treatment for alcoholism, drug addiction or abuse of intoxicating (hallucinogenic) substances, as well as conditions under the influence of alcohol or drugs;
 - Due to exercising dangerous and hazardous activities or sports, such as: hunting, acrobatics, diving, sailing, speleology, mountain climbing, handling pyrotechnics, fireworks, ammunition and explosives, parachuting, ski jumps, bobsleighbing, acrobatic skiing, bungee jumping, car or motor-races, etc. by insured person;
 - As a consequence of war, invasion, foreign enemies actions, terrorist acts, civil war, act of sabotage, terrorism or vandalism, rebellion, revolution, insurrection, military or other power usurpation, as well as active participation of the insured person in a commotion or insurrection of any kind;
 - As a result of natural disaster or calamity (e.g. volcanic eruptions, earthquakes, etc.), epidemics and pandemics;
 - As a result of ionization or radioactive contamination from other radioactive waste originated from nuclear fuel combustion and/or radioactive, poisonous, explosive or other hazardous properties of an explosive nuclear assembly or any its components.
 - As result of disregarding medical advice provided to the insured person.
 - (8) If any of the claims is false in any respect or based on false information and statements, it shall not be binding upon the Insurer.

Reporting a Claim

Article 13

- (1) The insurance beneficiary (the insured person), shall be required, health permitting, to report on the Insurer's claim form, the surgical procedure which took place in the course of the insurance year, and which is specified in the Table of Surgeries, and article 12 hereof shall also apply.

- (2) In addition to the claim form, a discharge papers with epicrisis must be submitted, as well as the complete medical records from which the relevant facts, important for the Insurer when settling the claim, can be indisputably established.
- (3) In the process of settling the claim and considered necessary, the Insurer shall be entitled to request from the insured to provide the Insurer's authorized personnel with access to all documents and information from third parties, about the current and former health condition of the insured person (medical records for the particular insured event, reports from specialists, medical history in medical facilities, etc.).
- (4) At the request of the Insurer, the Policyholder shall provide the Insurer with access to all the records kept by the Policyholder, for the purpose of determining important circumstances related to the insured event.

Insurance Beneficiary

Article 14

- (1) Under these Special Terms and Conditions, an insured person shall be the only insurance beneficiary entitled to indemnity.
- (2) Notwithstanding the paragraph (1) of this article, indemnities that are due, but were not paid because of death of the insured, can be inherited in compliance with the law.

Limitation Period

Article 15

- (1) Claims under these Terms and Conditions are subject to a limitation period in compliance with the Law on Contracts and Torts.

III FINAL PROVISIONS

Article 16

- (1) Pursuant to these Special Terms and Conditions, depending on the type of insurance coverage, the Table of Surgeries specified in the appendix to these Special Terms and Conditions, shall constitute an integral part of the insurance contract.
- (2) These Special Terms and Conditions may be contracted for separately or within a more extensive proposal from the Insurer, as chosen by the Policyholder.
- (3) In case these terms and conditions are contracted for a more extensive proposal from the Insurer, the other Terms and Conditions of the Insurer shall also be valid subject to the proposal which is an integral part of the contract.
- (4) All the issues not regulated by these Special Terms and Conditions are subject to the provisions of the Voluntary Health Insurance General Terms and Conditions, if not contrary to the provisions hereof.
- (5) The Insurer is required to post these updated Special Terms and Conditions on its web page.

Effective date: May 17, 2011