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## Total Permanent Disability Additional Terms and Conditions

### OPENING PROVISIONS

#### Article 1

- (1) These Total Permanent Disability Insurance Additional Terms and Conditions (hereinafter: Additional Terms and Conditions) constitute an integral part of the accident (casualty) insurance contract (hereinafter: insurance contract) entered into by the Policyholder and the insurance provider, Joint Stock Insurance Company GENERALI OSIGURANJE SRBIJA a.d.o. Beograd (hereinafter: Insurer).
- (2) These Additional Terms and Conditions are applied as a rider with Accident Insurance General Terms and Conditions (hereinafter: General Terms and Conditions).

### GENERAL PROVISIONS

#### Article 2

- (1) These Additional Terms and Conditions regulate the relationship between the Policyholder and the Insurer under the stipulated insurance coverage in case of total permanent disability (hereinafter: total permanent disability).

#### Entering into an Insurance Contract

#### Article 3

- (1) Total permanent disability insurance can be stipulated only as a rider with basic accident insurance.
- (2) When total permanent disability insurance is stipulated as a rider, the sum insured in case of total permanent disability (hereinafter: sum insured for total permanent disability) is indicated separately in the insurance policy.

#### Duration of Insurance

#### Article 4

- (1) Under these Additional Terms and Conditions, the insurance period for total permanent disability is the same as the insurance period for accident insurance, under General Terms and Conditions.

#### Insured Event

#### Article 5

- (1) Total permanent disability of the Insured, which occurred during the insurance period, is considered an insured event.

- (2) Under these Additional Terms and Conditions, total permanent disability is a disability which completely prevents the Insured from doing any job in any profession or doing any kind of work to earn a compensation or salary, which must last for six consecutive months and which at the end of that time is deemed incurable, which can be proven based on medical records and doctor's report issued by the Insurer's doctor-censor.
- (3) By way of derogation from paragraph (2) hereof, the Insurer shall accept the following as total permanent disability:
  - traumatic or posttraumatic brain damage that leads to total permanent loss of working ability of the Insured for performing duties in any profession (except epilepsy),
  - spinal column injury with permanent damage to the spinal cord or peripheral nerves (hemiplegia, tetraplegia, paraplegia, triplegia), with the loss of defecation and urination control,
  - total loss of eyesight on both eyes,
  - loss of both arms or hands,
  - loss of both upper legs,
  - total loss of one arm and one leg,
  - total loss of one arm and one foot,
  - total loss of one hand and one leg,
  - total loss of one hand and one foot,
  - total loss of a lower jaw.

#### Insurer's Liability

#### Article 6

- (1) When the insured event defined in these Additional Terms and Conditions occurs, the Insurer makes a lump sum settlement in the amount of a sum insured in case of total permanent disability.
- (2) The Insurer makes a lump sum settlement for total permanent disability to the insurance beneficiary within 14 (fourteen) days, including the day when the Insurer received the notification that the insured event has occurred. But if a certain period of time is required for determining the Insurer's liability, this period starts on the day the Insurer's liability was confirmed.
- (3) The Insurer must make the lump sum settlement for total permanent disability only if the event that resulted in an insured event has occurred in the agreed period of insurance.
- (4) Within the meaning of the preceding paragraph hereof the total permanent disability must have occurred no later than one year from the day the insured event occurred, causing total permanent disability.

- (5) It is considered that the Insurer's obligation is fulfilled on the day the payment via post office or a bank is confirmed.

### Exclusion of the Insurer's Liability

#### Article 7

- (1) All Insurer's liabilities under these Additional Terms and Conditions are excluded if the insured event occurred:

- 1) Due to a natural catastrophe (earthquakes, floods, etc.);
- 2) Due to war-related events, rebellions, act of terrorism, riots or commotions in the Republic of Serbia or active participation in such events outside the Republic of Serbia;
- 3) Due to active participation in armed intervention, unless the Insured participated in those interventions as a part of his regular professional activity;
- 4) Due to piloting aircrafts of all kinds, vessels, motor and other vehicles without an official license for driving that type of aircraft, vessel, motor and other vehicle.

The provisions of the item 4) of this paragraph shall not apply in case when not having official license had no impact on occurrence of the accident and the Insurer's liability. Within the meaning of these Terms and Conditions, it is considered that the Insured has the official license when he or she is driving the vehicle with direct supervision of a licensed instructor, for the purpose of preparation for the exam for obtaining official license.

- 5) Due to the fact that the Insured caused the accident deliberately;
- 6) Due to events caused by mental illnesses, such as organic brain syndrome, schizophrenia, manic-depressive and paranoid states, etc.;
- 7) Due to a self-inflicted injury, whether the person is sane or not;
- 8) During preparation, attempt to commit, or committing a premeditated crime, as well as running away after such action;
- 9) Due to active participation in physical violence, except in a proven case of self-defence;
- 10) As a result of treatments and procedures the Insured performs on his or her body or allows them to be performed, without being medically indicated, but instead, done for cosmetic purposes;
- 11) As a result of consuming alcohol or narcotics or abuse of mind-altering products or abuse of psychoactive drugs;
- 12) As a result of any medical procedure performed by a person without a degree from an accredited medical school and no license to practice medicine;
- 13) As a result of drug abuse or poison taking;
- 14) As a result of insured person's failure to comply with doctor's advice and orders;

- 15) As a result of ionizing radiation or contamination by radioactive waste generated by combustion of nuclear fuels, or due to radioactive, toxic, explosive or some other hazardous properties of explosive nuclear assembly or some of its components;

- 16) As a result of a traffic accident due to insured person's failure to comply with traffic regulations and traffic signs installed on the road and the signs and orders issued by authorized officers.

- (2) Insurer's liability is excluded if, due to an event that occurred within the period of insurance, a disability which existed prior to the inception of insurance is raised, unless the new disability which occurred is a total permanent disability, under these special terms and conditions.
- (3) Insurer's liability for an insured event that occurred as a result of events that took place prior to the inception of insurance is excluded.
- (4) Insurance contract is null and void if, at the moment of its conclusion, the insured event has already occurred or was occurring or it was certain that it would occur, or if the possibility of its taking place already then ceased to exist, and those circumstances were known to the Policyholder or could not have been unknown to him or her. In that case, the paid premium reduced by the expenses borne by the Insurer shall be refunded to the Policyholder.
- (5) Insurer's liability is excluded if total permanent disability is caused by these conditions, which existed prior to the conclusion of the insurance contract:
  - Multiple sclerosis,
  - Chronic diabetes with complications,
  - Alzheimer's disease,
  - Condition after a stroke with functional disorders,
  - Quadriplegia, paraplegia, and similar conditions,
  - Cirrhosis of the liver,
  - Brain tumors with neural outbursts,
  - Chronic renal failure (hemodialysis),
  - All types of malignant diseases,
  - Acute pericarditis,
  - Amyotrophic lateral sclerosis and other motor neuron diseases,
  - Sy. Guillain-Barre and other demyelinating polyneuropathy.

### Premium Payment

#### Article 8

- (1) The Policyholder is required to pay the total permanent disability insurance premium in accordance with the agreed method and due dates for payment of accident insurance premium, specified in the insurance contract, under the General Terms and Conditions.

### Filing a Claim

#### Article 9

- (1) If total permanent disability occurs, the Insured must submit a notice of claim, i.e. a claim for indemnity, presenting the following documents:

- insurance policy, i.e. evidence of status of the insured;
  - medical records which must contain the name and surname of the doctor who performed or is performing the treatment, his or her specialty, medical report confirming the existence of a disability, as well as information about physical defects, disabilities and illnesses the Insured may have suffered from prior to the insured event;
  - evidence of the circumstances which caused total permanent disability (information and data about the specific place and time when the event that caused disability took place, full description of disability, police report in case of a traffic accident);
  - upon Insurer's request, other documents relevant for determining Insurer's liability.
- (2) If in the process of claim settlement the Insurer finds it necessary, the Insurer is entitled to ask the Insured, i.e. the beneficiary, to gather all the documentation and information about current and previous health status of the insured from third parties (medical records regarding that specific insured event, medical specialists' reports, medical documentation from hospitals, etc.).
- (3) Upon the Insurer's request, the Policyholder must provide the Insurer with access to all the Policyholder's records, in order to determine relevant facts regarding the insured event.

## **Final Provisions**

### **Article 10**

- (1) Provisions of the General Terms and Conditions shall apply to all that is not regulated under these Additional Terms and Conditions.

## **Statute of Limitations**

### **Article 11**

- (1) Claims arising from the insurance contract are subject to limitation under the Law of Contract and Torts.

## **Effective Date**

### **Article 12**

- (1) Total Permanent Disability Insurance Additional Terms and Conditions shall come into effect on the day after the date of issue.

Date of implementation: November 17, 2011

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