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# Special Provisions with Accident Insurance General Terms and Conditions, Specifying Death Due to a Traffic Accident Insurance

## OPENING PROVISIONS

### Article 1

- (1) These Special Provisions with Accident Insurance General Terms and Conditions, specifying death due to a traffic accident insurance (hereinafter: Special Provisions) constitute an integral part of the accident (casualty) insurance contract (hereinafter: Insurance Contract) entered into by the policyholder and the Joint Stock Insurance Company (hereinafter: Insurer)
- (2) These special provisions are applied along with Accident Insurance General Terms and Conditions (hereinafter: General Terms and Conditions).

## GENERAL PROVISIONS

### Article 2

- (1) These provisions regulate the relationship between the policyholder and the insurer under the stipulated insurance coverage for the event of death due to a traffic accident.
- (2) For the purpose of these special provisions certain term shall have the following meanings:
  - “**traffic accident**” – an accident that took place on the road or started on the road, which involved at least one moving vehicle and in which at least one person died or was hurt or which resulted in material damage;
  - “**motor vehicle**” – a vehicle with an engine, which by design, fixtures and equipment is intended and equipped for transport of persons or objects, for field work, i.e. towing a trailer, except rail vehicles.

### Entering into an Insurance Contract

### Article 3

- (1) Insurance in case of death due to a traffic accident can be entered into only as a rider to accident insurance under the General Terms and Conditions.
- (2) When the insurance in case of death due to a traffic accident is being stipulated, the sum insured in case of death due to a traffic accident (hereinafter: sum insured for death due to a traffic accident) must be specified in the insurance policy.

### Duration of Insurance

### Article 4

- (1) Under these special provisions, the duration of insurance in case of death due to a traffic accident is the same as the insurance period for accident (casualty) insurance, under the General Terms and Conditions.

### Insured Event

### Article 5

- (1) The insured event is the death of the insured due to a traffic accident.
- (2) For the purpose of these special provisions, a traffic accident is only the accident which occurs while an insured is inside the motor vehicle, whether as a driver or a passenger, i.e. an accident which occurs at the time the insured enters or exits the motor vehicle.

### Insurer's Liability

### Article 6

- (1) If in the insured event occurs, according to these special provisions, the insurer shall pay the sum insured for death due to a traffic accident.
- (2) Payment of the sum insured in line with the above paragraph hereof does not reduce the payment of the sum insured in case of accidental death occurred in line with the General Terms and Conditions.

### Exclusion of the Insurer's Liability

### Article 7

- (1) Insurer's liabilities are excluded if an insured event occurred:
  - 1) while operating a motor vehicle under the influence of narcotics or alcohol. It is considered that the accident has occurred due to the proved causal connection of the influence of alcohol on the insured:
    - if the driver of a motor vehicle had, at the moment of an accident, more than the permitted amount of alcohol in the blood, according to the applicable statutory regulations in force at the time of occurrence of an accident and, in professional drivers, alcohol in blood is not allowed (0.00‰)

- if the breath test has shown intoxication, and the insured person did not bother to accurately determine the level of his/her state of intoxication by way of blood test
  - if he/she refuses or avoids the possibility to determine the degree of his/her intoxication with alcohol.
- 2) due to a causal connection between the influence of abused medication on the insured and the occurrence of the insured event, regardless of the third party's accountability for the occurrence of the insured event. It is considered that the insured person abused a medicine if:
- the insured person used an unregistered medication, i.e. the production and circulation of which are prohibited by law.
  - the insured person failed to follow the patient (user) instructions when using the medicine, the document containing the basic information on the given medicine and the guidelines on its proper use.
- 3) as a result of the insured's involvement in carting, motocross, aircraft, car, motorcycle, nautical and other speeding competitions, races and training for them;
- 4) due to loading and unloading of goods to and from a truck or a trailer, while performing tasks and operations and while operating a vehicle directly connected to the traffic in places in which it is not allowed, and without a work order from an employer;
- 5) due to operating a vehicle without knowledge or written authorization of the vehicle owner (unauthorized use):
- (2) Insurer's liability is excluded if the insured event occurred because the vehicle:
- was used for the transport of radioactive and other hazardous substances matter if the insured event was directly or indirectly the consequence of breaking the core or radiation or spill (leakage) of hazardous substances;
  - was used for the transport of persons in a seat that is not intended for transport of persons
  - is overloaded, i.e. the number and weight of items in the vehicle was greater than allowed for that registered vehicle;
  - is not registered, or not subject to mandatory registration of vehicles in accordance with the law, or if the registration has expired;
  - is used for the preparation of, an attempt to commit and in the run after committing an offense.
- (3) Insurer's liability is excluded if the insured event resulting from a traffic accident occurred due to failure of the insured, as a traffic participant, to act in compliance with traffic regulations, road signs and signals and orders of authorized officers.
- (4) In any case, the Insurer's liability is excluded if the insured person was in traffic as a pedestrian, and if the accident occurred for reason not considered traffic accident for the purpose of these special provisions.

## **Premium Payment**

### **Article 8**

- (1) The policyholder is required to pay the insurance premium for the event of death due to a traffic accident in line with the agreed payment method and deadlines for the payment of insurance premium for the event of death due to a traffic accident, specified in the insurance contract, under the General Terms and Conditions.

## **Filing a Claim**

### **Article 9**

- (1) When the insured event according to these special provisions occurs, the insurance beneficiary is required to notify the insurer of the matter, in writing, to gather necessary documentation, i.e. to submit the evidence of the cause of death due to a traffic accident, and the insurance policy, if in his/her possession.

## **Indemnity**

### **Article 10**

- (1) When an insured event occurs, the insurer is required to pay the indemnity within fourteen days from the date the insurer receives a claim, i.e. notice that the insured event had occurred.
- (2) If it takes some time to determine insurer's liability or the amount, this period starts from the date the existence of liability and the amount are determined, i.e. the date when the insurer has received the final piece of evidence.

## **Final Provisions**

### **Article 11**

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

## **Statute of Limitations**

### **Article 12**

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

## **Effective Date**

### **Article 13**

- (1) These special provisions shall come into effect on the day they are issued, and shall apply as of June 01, 2010.



