# GENERAL TERMS AND CONDITIONS OF VOLUNTARY HEALTH INSURANCE

DEFINITIONS

IMPORTANT DOCUMENTS

CAUTION

ATTENTION!

SUM INSURED PREMIUM

THESE CONDITIONS ARE FOR INFORMATIONAL PURPOSES ONLY.
IN THE EVENT OF A LEGAL DISPUTE, THE CONDITIONS IN THE SERBIAN LANGUAGE ARE VALID.

## I OPENING PROVISIONS

### Article 1

(1) These General Terms and Conditions of Voluntary Health Insurance (hereinafter referred to as: the General Terms and Conditions) shall be an integral part of the Voluntary Health Insurance Contract (hereinafter referred to as: the Insurance Contract) concluded on a voluntary basis between the Policyholder and the Insurance Provider, the Joint Stock Insurance Company GENERALI OSIGURANJE SRBIJA a.d.o. Belgrade, which shall be entitled to organize and implement the voluntary health insurance provisions (hereinafter referred to as: the Insurer).

(2) The General Terms and Conditions shall define the rights and liabilities of the Policyholder, the Insured and the Insurer, depending on the type of Voluntary Health Insurance Contract concluded.

## II DEFINITIONS

### Article 2

(1) Certain terms in these General Terms and Conditions shall have the following meaning:

- **FAMILY MEMBERS** – the spouse or extramarital partner and children of the Insured, only if they are listed in the Insurance Policy and if a premium is paid for them. Children hereof shall mean the children born in a wedlock or out of a wedlock, adopted children, fostered children and children taken care of by the age of 18, or by the age of 26, in case they are full-time students;
- **HEALTHCARE SERVICE PROVIDER** – a medical institution, private practice and other entities and entrepreneurs carrying out healthcare activities in accordance with the law;
- **VOLUNTARY HEALTH INSURANCE DOCUMENT** (hereinafter referred to as: the Document) – a document issued to the Insured Person by the Insurer, based on which the Insured can prove the status of an insured person under the Voluntary Health Insurance and can exercise the rights deriving from the respective Insurance Contract in accordance with these and Special Terms and Conditions;
- **WAITING PERIOD (BENEFIT QUALIFYING PERIOD)** – an agreed period at the commencement of the contracted insurance period, during which the Policyholder is obliged to pay the premium, and during which period there is no liability for the Insurer to indemnify the expenses in case of occurrence of an insured event;
- **GROUP INSURANCE** – Voluntary Health Insurance concluded by the Policyholder for a group of insured persons for whom it has an interest in conclusion of the Insurance Contract;
- **COVER NOTE** – a provisional policy containing essential elements of the Insurance Contract;
- **INDEMNITY** – the compensation which the Insurer is obliged to pay to the Insured in case of: contractual treatment costs, loss of earnings or salaries or other income due to temporary work incapability, compensation for transportation costs relating to the treatment, as well as other indemnities related to the exercise of the rights deriving from the Voluntary Health Insurance, as defined in the Insurance Contract;
- **INSURED PERSON** – a natural person who has concluded a Voluntary Health Insurance Contract, or on whose behalf a Voluntary Insurance Health Contract has been concluded with the Insurer, and who shall exercise the rights stipulated in the Voluntary Health Insurance Contract as well as any family member of the Insured if covered by the Voluntary Health Insurance Contract;

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- **CONTINUOUS INSURANCE** – re-entering into Insurance Contract with the same insurance cover, for the person who has already been insured under the previous policy, with or without interruption in insurance between the two policies in accordance with the decision of the Insurer;
- **INSURANCE POLICY** (hereinafter referred to as: the Policy) – a document certifying the conclusion of the Insurance Contract;
- **APPLICATION** – a written offer for conclusion of the Insurance Contract;
- **INSURER'S SPECIAL TERMS AND CONDITIONS** – the Insurer's terms and conditions which regulate the rights and liabilities of the contracting parties for a specific type or a combination of types of voluntary health insurance, which are an integral part of the Insurance Contract (hereinafter referred to as: the Special Terms and Conditions);
- **INSURANCE PREMIUM** (hereinafter referred to as: the Premium) – the amount of money that the Policyholder is obliged to pay, based on the Insurance Contract;
- **FIRST INCLUSION IN INSURANCE** – the first inclusion in insurance is considered the inclusion under the first policy with continuous insurance thereafter. If insurance is not continuous, the first inclusion will be considered inception of insurance after suspension;
- **SUM INSURED** – the maximum agreed amount of liability of the Insurer, as specified in the Insurance Policy;
- **VOLUNTARY HEALTH INSURANCE POLICYHOLDER** (hereinafter referred to as: the Policyholder) – a legal or natural person or other legal entity, who, on behalf of and at the expense of the Insured Person, i.e. on their personal behalf, concludes an Insurance Contract and is committed to pay the premiums from own funds or from the funds of the Insured;
- **HEALTHCARE SERVICES** – the services provided in institutions of a healthcare service provider in accordance with the law regulating healthcare, consisting of measures for prevention and early detection of illnesses, medical examinations and treatment in the event of illness and injuries or in relation to family planning, medical rehabilitation, including alternative and complementary or traditional medicine methods and procedures, in accordance with the law;

## III GENERAL PROVISIONS

### Article 3

(1) The implementation and organization of Voluntary Health Insurance shall be carried out in accordance with the regulations governing Voluntary Health Insurance as well as with the general acts of the Insurer.
(2) Voluntary Health Insurance shall cover the costs of the type, content, scope and standard of rights contracted with the Insurer, or payment of other indemnity provided for in the Insurance Contract.
(3) The Insurer shall implement the following types of Voluntary Health Insurance:
   a. Supplemental Health Insurance - insurance that covers the cost of health care incurred when the Insured Person supplements the rights arising from Compulsory Health Insurance in terms of content, scope and standards;
   b. Additional Health Insurance - insurance that covers participation in health care costs, i.e. it covers the costs of health services, medicines, medical supplies, or financial compensations not covered by the rights under Compulsory Health Insurance;
   c. Private Health Insurance - insurance of persons not covered by Compulsory Health Insurance to cover the costs of the type, content, scope and standard of rights contracted with the Insurer.
(4) Voluntary Health Insurance is also considered to be insurance in case of use of health care services by the Insured Person during their stay abroad.
(5) The status of Insured Person within Supplemental and Additional Health Insurance may be granted to a person who holds the status of the Insured Person under Compulsory Health Insurance system in accordance with the law.
(6) A person who does not have the status of the Insured Person within Compulsory Health Insurance system may acquire the status of the Insured Person under Private Health Insurance.
(7) The status of Insured Person within Voluntary Health Insurance in case of use of health care services by the Insured Person during their stay abroad may be granted to all persons, regardless of their status within Compulsory Health Insurance system.

## Entering into an Insurance Contract

### Article 4

(1) The Policyholder shall be obliged under the Insurance Contract to pay a premium to the Insurer, while the Insurer shall undertake, in case of an insured event, to indemnify the medical treatment expenses or to pay the indemnity in accordance with these General Terms and Conditions, the Special Terms and Conditions and the Insurance Contract.
(2) If the Policyholder and the Insured is not the same person, and if the payment of the premium is borne by the Insured Person, a written consent of the Insured Person is required for the conclusion of Voluntary Health Insurance Contract.

(3) Only persons residing / domiciled in the Republic of Serbia may be covered by the Insurance Contract.
(4) The Insurance Contract shall be concluded based on a previous application for conclusion of an Insurance Contract.
(5) Special Terms and Conditions of Insurance may provide for cases in which a contractual relationship based on insurance is created by the payment of the premium itself.
(6) When concluding an Insurance Contract, the Policyholder, i.e. the Insured Person, shall be obliged to inform the Insurer of all circumstances relevant for contract conclusion and risk assessment, of which the Insurer is or must have been aware. Any information provided for the purpose of Insurance Contract conclusion must be accurate, correct and complete.
(7) When concluding an Insurance Contract, upon request of the Insurer, the Insured Person shall be obliged to fill in a Statement of the Insured Person's Health Condition in the form of a questionnaire (hereinafter referred to as: the Statement), which shall be an integral part of the application, to undergo a medical examination and submit other documentation for the purpose of risk identification. The cost of medical examination and obtaining additional documentation at the Insurer's request shall be borne by the Insured Person.
(8) Depending on the level of risk to which the Insured Person is exposed, the Insurer, may have the right to determine amended insurance terms and conditions, that is, to increase the premiums or to change the amount or scope of coverage. In determining the level of risk of the Insured Person, all circumstances that may increase health risk of the Insured Person (such as illnesses and injuries of the Insured Person, engaging in risky activities, trips to crisis areas, tropical regions or expeditions, etc.) may be taken into account.
(9) If in the period from the application submission to the insurance contract conclusion, there is an increase of health risks to the Insured Person, the Insured Person, i.e. the Policyholder, shall be obliged to inform the Insurer immediately upon finding out about those facts.
(10) During the term of the policy, the Policyholder is obliged to report to the Insurer any change related to the information relevant for risk assessment given when concluding the Insurance Contract.
(11) When renewing an Insurance Contract, irrespective of continuous insurance, the Insurer shall be entitled to, on the basis of the history of claims against the previous policy and / or statements of the Insured Person given during the renewal process, propose renewal with a change in premium or limitation or exclusion of liability for certain covers.
(12) All notices and notifications to be made by the contracting parties must be confirmed in writing or by email, if they have been made orally, by telephone or otherwise.
(13) The day of receipt of the notification and any other document sent to the Insurer shall be considered the day when the Insurer receives such notification or notice in the record of receipt of the Insurer's documents.
(14) An Insurance Contract is valid only if it is concluded in writing, except in case of distance insurance contracts in accordance with Special Terms and Conditions.

## Policy, Cover Note and Document

### Article 5

(1) The Insurer shall issue an Insurance Policy as a proof of concluded Insurance Contract and shall make it in two copies, one of which shall be kept by the Policyholder or the Insured, while the other shall be kept by the Insurer. In case the Insurance Contract is concluded by payment of the insurance premium, the Insurer shall submit a certificate.
(2) By way of derogation from paragraph 1 of this Article, the Insurer may issue a cover note.
(3) The Insurer shall be obliged to issue a Voluntary Health Insurance Document to the Insured Person (hereinafter referred to as: the Document), based on which the rights deriving from the Voluntary Health Insurance can be exercised, within 60 days after issuing the Policy.
(4) The rights deriving from the Voluntary Health Insurance shall be exercised based on this Document, and, in exceptional cases, based on the Policy or Cover Note in the following cases:
   a. by the time of obtaining the Document,
   b. when the rights deriving from Voluntary Health Insurance are exercised directly with the Insurer,
   c. when the Insurance Contract is concluded for a period of 90 days or less.

## Term of the Voluntary Health Insurance Contract

### Article 6

(1) Voluntary Health Insurance, regardless of the type, shall be concluded for a period not shorter than 12 months after the insurance commencement date.
(2) Notwithstanding the paragraph 1 hereof, Voluntary Health Insurance may be shorter, as follows:
   a. during the stay of the person insured under Voluntary Health Insurance abroad, i.e. to cover the costs of health care services provided abroad;

b. in case where the status of the Insured Person within Compulsory Health Insurance System lasts for a shorter period in accordance with the law;
c. during the temporary stay in the Republic of Serbia of the person insured under Voluntary Health Insurance who is a foreign citizen or a stateless person;
d. for persons who, during the Insurance Contract term, have acquired the basis for collective contracts;
e. if the issuance of an Insurance Policy is preceded by the conclusion of a Cover Note.

(3) The Insurance Contract shall come into effect at 00:00 on the date specified in the Insurance Policy as the insurance commencement date (hereinafter referred to as: the insurance commencement date), but not before 00:00 on the date of payment of the premium, i.e. an installment of the premium, unless otherwise agreed in the Insurance Policy or in the Special Terms and Conditions.

(4) The Insurance Contract shall terminate at 00:00 on the date specified in the Insurance Policy as the insurance termination date (hereinafter referred to as: the termination date).

(5) The Insurance Contract shall terminate before the agreed period in the following cases:
a. Death of the Insured Person – on the date when the death occurred;
b. When exclusion of the Insured Person from the Insurance Contract is required by the Policyholder because the status on the basis of which the Insured Person had acquired the grounds for exercising the rights under the Insurance Contract ceased to exist. The date of termination of the insurance shall be considered the day of termination of the grounds, but not before the date of submission of the application to the Insurer;
c. Loss of the Insured Person status within Compulsory Health Insurance system – in case of Supplemental or Additional Health Insurance;
d. Termination of the Insurance Contract under which the Insured Person is insured for any reason.

## Waiting Period (Benefit Qualifying Period)

### Article 7

(1) The Insurance Contract may also define the waiting period (hereinafter referred to as: the benefit qualifying period).

(2) The waiting period shall be the period from coming into effect of the Insurance Contract as specified in the Insurance Policy, provided that the due agreed premium has been paid by that date.

(3) If the due premium is not paid by the date of coming into effect of the Insurance Contract, the waiting period shall commence at 00:00 on the date when the first agreed premium is paid.

(4) The waiting period shall not apply for continuous insurance, unless otherwise defined in the Insurance Contract.

(5) The provisions of paragraph (4) of this Article shall apply only to the Insured Persons who have already been granted the status of Insured Persons under the previous Insurance Policy, i.e. the Insurance Contract, i.e. for whom the waiting period has already expired during the previous Insurance Policy. If the waiting period has not fully expired during the previous policy period, the remaining period up to the expiry of the waiting period shall be transferred to the next period of insurance defined in the new Insurance Policy.

(6) For certain insurance coverage items, the Insurer may define other waiting periods, in accordance with the Special Terms and Conditions of the Insurer.

## The Insurer's Liability

### Article 8

(1) The Insurer shall be obliged to enable the Insured Person under the Voluntary Health Insurance to exercise the rights defined in the Insurance Contract and the rights stipulated in these General Terms and Conditions and in the Special Terms and Conditions.

(2) The Insured Person shall exercise the right to compensation of medical expenses or other financial compensation under the terms of the Insurance Contract valid on the day of occurrence of the insured event.

(3) In accordance with the Insurance Contract or the Insurance Policy, these General Terms and Conditions and the Special Terms and Conditions, the Insurer shall be obliged to compensate the medical expenses or a part thereof to healthcare providers or to the Insured Person, which have been incurred during the exercise of the rights deriving from the type of agreed Voluntary Health Insurance, as well as the amount of the agreed compensations, within 14 days after the date of receipt of the evidence and confirmation of the existence and scope of its liability. The Insurer is obliged to provide the Insured Person with all information and documentation in a timely manner relevant to the implementation of Voluntary Health Insurance and the exercise of rights under the Insurance Contract, including information on healthcare providers for exercise of the rights under Voluntary Health Insurance (except for information which constitute trade secret).

(4) The information referred to in the preceding paragraph of this Article shall be provided by the Insurer to the Insured Person without payment of any compensation.

## The Insurer's rights in the process of insured event

### Article 9

(1) The Insurer shall be entitled to request from the Insured Person, the Policyholder, or any other legal or natural person further explanation or additional documentation to determine the important circumstances relating to the insured event reported.
(2) If the insured event occurs and it appears that the Insured Person or the Policyholder has not communicated important circumstances that would have an impact on conclusion of the policy or risk identification, the Insurer may refuse to pay any indemnity for the claim filed in connection with unreported circumstances or determine an increase in the premium.
(3) The Insurer shall be entitled to ask the Insured Person to undergo a control examination or additional medical examination in order to establish the necessary facts relating to the insured event reported. The expenses for such examinations shall be borne by the Insurer.
(4) If the Insured Person, in an attempt to obtain for itself or for any other legal or natural person illegal material benefit, by false presentation or concealment of facts, misleads or continues to mislead the Insurer and thereby makes it take some or no action to its personal or to other person's property detriment, the Insurer may file a criminal charge against that Insured Person.

## Exclusion of the Insurer's Liability

### Article 10

(1) The Insurer's liability shall be waived in the following cases:
1. in case the Insured Person provided inaccurate and false data or concealed important circumstances that affect the conclusion of the Insurance Contract;
2. in case the Policyholder, i.e. the Insured Person or any other person on their behalf who has legal interest to have the insurance premium paid, fails to pay the due premium within the agreed term;
3. in case of misuse of the Policy, i.e. Document;
4. in case the scope of healthcare services agreed and/or the amount of expenses are exceeded;
5. in case the claim is based on false data and/or false documentation;
6. in case the insured event occurred as a result of intentional acts and gross negligence of the Insured Person;
7. in case the insured event occurred or lasted or is certain at the time of conclusion of the Insurance Contract, unless otherwise agreed;
8. in case the insured event occurred before the expiry and continued upon the expiry of the Insurance Contract period. The Insurer shall be obliged to pay for the medical expenses incurred exclusively by the date of expiry of the Insurance Contract, or to pay other compensation for the expenses based on the insured event only for the period by the expiry of the Insurance Contract;
9. in the event that it is established that the insured event occurred as a result of the effect of alcohol and / or psychoactive substances on the Insured Person;
10. if the insured event was the result of suicide, attempted suicide or deliberate self-harm for any reason;
11. if the insured event is the result of active participation of the Insured Person in a terrorist attack, demonstration, riot or insurrection of any kind, vandalism, physical confrontation (with the exception of proven self- defense) or a criminal offense;
12. if the insured event arose as a result of war;
13. if the insured event is a consequence of major natural disasters (earthquakes, floods, storms, landslides);
14. if the insured event is the result of major epidemics and pandemics that indicate the emergence of serious clinical forms of infectious disease and / or death from infectious disease, with the risk of serious economic and social consequences;
15. if the insured event is the result of a technical and technological accident that could endanger the life and health of a large number of people (accidents at electric power, oil and gas plants, accidents when handling radioactive and nuclear materials, severe pollution of soil, water and air, etc.).

## Premium

### Article 11

(1) The Policyholder shall be obliged to pay the insurance premium to the Insurer, within the deadlines specified in the Voluntary Health Insurance Contract, i.e. the Insurance Policy.
(2) The Insurer shall define the insurance premium amount.

(3) Whether it is agreed that the annual insurance premium be paid in semi- annual, quarterly or monthly installments, the Insurer shall be entitled to the premium for the entire insurance year.
(4) The insurance premium shall be considered paid when it is registered on the current bank account of the Insurer.
(5) The Insurer shall be obliged to accept the insurance premium paid by any party that holds legal interest to have the insurance premium paid.
(6) The Insurer may not increase the agreed insurance premium during the period for which the Voluntary Health Insurance Contract has been concluded.
(7) As an exception to paragraph (6) of this Article, the premium may be changed:
- upon a period of 12 months after the date of conclusion of the Insurance Contract, i.e. every 12 months until the expiry of the term for which the Insurance Contract has been concluded in case of multi-year contracts;
- If the Policyholder conceals important circumstances that affect risk assessment when concluding the Voluntary Health Insurance Contract.

## Consequences in Case of Failure to Pay the Insurance Premiums

### Article 12

(1) If the Policyholder fails to pay the stipulated insurance premium, i.e. the premium installment, when due, the Insurer's liability to cover the expenses, i.e. part of the expenses for providing healthcare services that are included in the Insurance Contract, i.e. Insurance Policy shall cease upon the expiration of 30 days after the day when a written notification on due and outstanding insurance premiums was submitted to the Policyholder.
(2) Upon the expiration of the period referred to in paragraph (1) of this Article, the Insurer may terminate the Insurance Contract without a subsequent termination notice period, and institute a procedure for collection of due premiums with corresponding default interest before a competent court.

## Annulment and Cancellation of the Insurance Contract

### Article 13

(1) The Insurer may not terminate the Voluntary Health Insurance Contract before the expiry of the term for which the Contract was concluded, except in case of:
   a. failure to pay the insurance premium,
   b. termination of the status of the Insured Person within the Compulsory Health Insurance system for the Insured Person during the term of the Supplemental or Additional Health Insurance Contract,
   c. If the Policyholder, i.e. the Insured Person, intentionally filed inaccurate reports or deliberately concealed some circumstances of such nature that the Insurer would not have concluded an Insurance Contract under the same conditions if it had known the actual situation. The Insurer's right to request annulment of the Insurance Contract shall cease if within 3 days after finding out about the inaccuracy of the application or concealment of facts, it does not notify the Policyholder about its intention to exercise such right.
   d. in other cases provided for by law and Special Terms and Conditions.
(2) The Policyholder may not unilaterally terminate the Policy except in cases defined by law or Special Terms and Conditions.

## Complaint by the Insured Person

### Article 14

(1) The Insured Person who believes that their rights guaranteed under the Insurance Contract have been violated by the decision of the Insurer based on the claim, may file a complaint to the Insurer within 30 days after receiving the Insurer's decision.
(2) The Insurer shall be obliged to make a decision regarding the complaint within 14 days after receiving the complaint filed by the Insured Person.

## Insured Persons' Data

### Article 15

(1) By signing the Insurance Policy, the Policyholder and the Insured Person shall authorize the Insurer to collect, verify, process, store, transfer and use any personal data necessary for concluding the Insurance Contract in accordance with the law.
(2) The Insurer shall undertake to keep the data referred to in paragraph (1) of this Article as a trade secret in accordance with the law.

## Applicable Law and Jurisdiction

### Article 16

(1) Implementation, effect and interpretation of the Insurance Contract concluded under these General Terms and Conditions and the Special Terms and Conditions shall be subject to the legislation and court jurisdiction of the Republic of Serbia.

## Subrogation

### Article 17

(1) The rights of the Policyholder, i.e. the Insured Person pertaining to a third party shall be transferred to the Insurer, in the amount of the liability paid by the Insurer, without any special consent by the Insured Person.
(2) For the purpose of exercising the right to receive reimbursement under paragraph (1) of this Article, the Insured Person shall be obliged to provide the Insurer with any evidence requested by the Insurer related to the claim. The expenses of obtaining such evidence shall be borne by the Insurer.
(3) If the Policyholder, i.e. the Insured Person, receives compensation from a third party responsible for the damage, the Insurer shall be entitled to deduct the amount of the compensation it should pay to the Insured Person, based on the Insurance Policy.

## IV TRANSITIONAL AND FINAL PROVISIONS

### Article 18

(1) These General Terms and Conditions may be amended in accordance with the procedure and the method they were adopted by.
(2) The amended Terms and Conditions shall apply only to the new Insurance Contracts, i.e. Insurance Policies.
(3) Until the expiry of the insurance year, the General Terms and Conditions under which the Insurance Contracts have been concluded shall apply to the valid Insurance Contracts, unless change of the terms and conditions occurred due to changes in legal regulations which cannot be influenced by the Insurer.
(4) If the Insurer introduces any amendments to the General Terms and Conditions, it shall be obliged to inform the Policyholder thereof in writing, i.e. the Insured Person with whom he has concluded a long-term Insurance Contract.
(5) The Insurer is required to post these updated General Terms and Conditions on its web page.

### Article 19

(1) The relations between the contracting parties which are not regulated by these General Terms and Conditions, are subject to the provisions of the Law on Health Insurance, Law on Contracts and Torts and other regulations of the Republic of Serbia.
(2) Any Special Terms and Conditions adopted by the effective date and application of these General Terms and Conditions shall continue to apply, unless they are contrary to these General Terms and Conditions.
(3) Any Voluntary Health Insurance Contracts concluded on the basis of the Terms and Conditions referred to in the previous paragraph shall apply until the expiry of the period for which they were concluded.

### Article 20

(1) These General Terms and Conditions shall enter into force on April 1, 2020. As of the effective date of these General Terms and Conditions, the General Terms and Conditions dated January 1, 2010 shall cease to apply.