

Pursuant to the Insurance Law of Montenegro and the Company Articles of Association, at the session of the Board of Directors of „UNIQA neživotno osiguranje“ a.d. Podgorica, held on October 3, 2017, the following act of business policy was adopted:

TERMS AND CONDITIONS FOR COMBINED INSURANCE OF FOREIGN NATIONALS DURING THEIR TEMPORARY STAY IN MONTENEGRO, WITH INCLUDED ASSISTANCE SERVICES

I INTRODUCTORY PROVISIONS

Article 1

These Terms and Conditions for Combined Insurance of Foreign Nationals during Their Temporary Stay in Montenegro, with Included Assistance Services (hereinafter: „Terms and Conditions“) shall make an integral part of the contract on combined insurance of foreign nationals during their temporary stay in Montenegro, with included assistance services, which the Policyholder voluntarily concludes with the Insurer.

Particular terms in the Terms and Conditions hereof shall have the following meaning:

Insurer – a joint stock insurance company, »UNIQA neživotno osiguranje« a.d., which is a party to the insurance contract

Policyholder – natural person or legal entity concluding the insurance contract with the Insurer in consideration of the payment of insurance premium

Insured - natural person who, under the concluded insurance contract, is entitled to the agreed services and compensation of costs in case of the occurrence of the insured event

Sum Insured - maximum liability of the Insurer per any one occurrence of the insured event

Insurance Policy – a written document (on the form determined by the Insurer) evidencing the concluded Insurance Contract

Insurance Premium – the amount paid by the Policyholder under the Insurance Contract

Assistance Company (Help Centre) – contractual partner of the Insurer which represents the interests of the Insurer and organises assistance in case of the occurrence of the insured event

Authorised Doctor - any person possessing the diploma of a recognised medical faculty, possessing a licence and being authorised to practice medicine according to the effective legal regulations of the Insured’s country of destination

Disease / Acute Disease – according to the generally accepted view of medical science, an unhealthy physical or mental state. In accordance with these Terms and Conditions, the disease

- must be confirmed by the authorised doctor as a sudden and unexpected illness, infectious disease, functional disorder, or injury which has occurred during the agreed insurance

period,

- must occur during the stay in Montenegro,
- is neither connected to any pre-existing medical condition nor is a consequence thereof
- is of such a nature that requires medical treatment or stay in a hospital (hospitalization) and/or assistance services, and prevents the stay in Montenegro.

Chronic disease – any disease that persists longer than three months, with occasional episodes of deterioration and improvement of medical condition, and the condition which is the consequence of previously diagnosed disease which required treatment prior to the effective date of the insurance contract and/or prior to the inception date of insurance, and for which the Insured knew prior to the conclusion of insurance contract and thus, for which it can be expected to persist for a longer period of time without reasonably foreseeable date of cessation, and which may be characterised by remissions requiring constant or occasional care.

Pre-existing illness/condition – is an illness for which the Insured has received medical diagnosis or treatment prior to the commencement of Insurance Policy.

Accident – is a future, sudden, violent and unforeseen bodily injury and/or insured event independent from the will of the Insured, preventing the Insured to continue with his planned stay in Montenegro.

Repatriation – means transport of the Insured to the country of residence during or after the completed medical treatment, or transport of the Insured’s mortal remains to the country of residence.

Emergency case – critical illness or injury which would, but for the medical assistance - medical intervention – threaten the life of the Insured i.e. could cause a permanent and considerable impairment of Insured’s health.

Compensation – the amount which, in case of the occurrence of the insured event covered hereunder, represents the liability of the Insurer under the contract.

II GENERAL PROVISIONS

Subject matter of insurance Article 2

These Terms and Conditions may cover a person (individually) or group of persons during their temporary stay in Montenegro.

In accordance with the Terms and Conditions hereof, the Insurer shall, in case of the occurrence of the insured event, compensate the Insured for the costs and/or provide the agreed assistance services through the assistance company with which it has concluded the agreement on business cooperation.

The amount of compensation and scope of service as per previous paragraph of this Article may not exceed the maximum agreed amount of the sum insured during the insurance period.

In accordance with the Terms and Conditions hereof, the insurance cover provided by the Insurer i.e. the cover for the expenses incurred during the agreed insurance period, which involves the assistance services, shall be:

- medical assistance services in the event of sudden illness of the Insured or occurrence of consequences of an accident during the Insured's stay in Montenegro, as well as the services of repatriation of the Insured's mortal remains to the country of residence, in accordance with Article 9 of the Terms and Conditions hereof.
- travel assistance services in accordance with Article 10 of the Terms and Conditions hereof.
- legal assistance services in accordance with Article 11 of the Terms and Conditions hereof.
- Roadside assistance services in accordance with Article 12 of the Terms and Conditions hereof.

Conclusion of insurance contract Article 3

The insurance contract shall be considered concluded in accordance with the Terms and Conditions hereof:

1. If the insurance policy has been issued and the insurance premium has been paid.
2. If the insurance contract was concluded by using the means of communication, provided that the premium is collected by the provider of such communication service, upon the approval of the client that the collection may be effected together with the bill, and by identifying such approval, in terms of legal qualification, with the payment stipulated in Article 1000 of the Law on Obligations, and in the sole interest of the Insured, in accordance with Article 997 of the Law on Obligations.

Term of insurance contract Article 4

The insurance contract shall be concluded for the definite term.

The term of the contract may be agreed to maximum 30 days.

The insurance cover per policy shall attach upon the expiry of the 24th hour of the day indicated in the insurance contract as the insurance inception date, but in no event before the lapse of the 24th hour of the date when the Policyholder has paid the agreed premium, and shall end on the 24th hour of the date indicated in the insurance contract as the insurance expiry date. If, in accordance with this paragraph, the insured event occurs prior to the insurance inception date, the Insurer shall not be liable to compensate the incurred costs.

The insurance and the provision of assistance services shall end upon the expiry of the 24th hour of the day indicated in the policy as the insurance expiry date, or upon the completion of the stay

in Montenegro, or upon the transport of the mortal remains of the Insured to the country of residence, in accordance with Article 9 paragraph 1, item 2 of the Terms and Conditions hereof, whichever earlier. The period of stay in Montenegro shall be considered completed at the moment when the Insured crosses the border.

Territorial scope of the insurance contract Article 5

Services and compensation payable for medical, travel, and legal assistance shall be provided on the territory of Montenegro. Roadside assistance services shall be provided on the territories of the following countries: Republic of Serbia, Croatia, Albania, Bosnia and Herzegovina, and Macedonia.

Insured Article 6

In accordance with the Terms and Conditions hereof, the Insured shall be the person, up to 70 years of age, who is a foreign national.

Insured may be the person whose medical condition allows him/her to travel, that is, provided that he/she has not started the travel despite the doctor's orders not to do so.

In the event of insurance of an organised group of persons, the Policyholder shall submit to the Insurer the list of insureds, which shall be enclosed to the policy and shall make the integral part thereof.

Insured risks Article 7

In accordance with the Terms and Conditions hereof, this insurance shall cover the following risks:

I Standard risks (depending on the selected package):

1. health insurance and medical assistance,
2. travel assistance
3. legal assistance
4. roadside assistance

The activities in relation to the provision of insurance protection stipulated in the Terms and Conditions hereof shall be carried out in cooperation with the assistance company with which the Insurer has concluded the Agreement on Business Cooperation.

STANDARD RISKS

Travel health insurance and medical assistance Article 8

The insured event shall be a sudden illness or health impairment resulting from an accident during the Insured's stay in Montenegro, which has occurred during the agreed insurance period.

The insured event shall start with the beginning of medical treatment and shall end at the moment when, from the medical point of view, the need for treatment in Montenegro no longer exists.

In case of the occurrence of the insured event, the Insurer shall reimburse urgent, reasonable and usual expenses incurred in connection with the treatment of the Insured during his/her stay

in Montenegro, but maximum up to the amount of the sum insured indicated in the Policy. Reasonable and usual expenses shall be considered those expenses of medical treatment which may not exceed the standard level of expenses incurred in similar situations at that location, for the same or similar medical treatment, services, or assistance to the persons of the same gender and similar age, and for a similar disease or injury.

The Help Centre shall provide medical assistance services, depending on the agreed level of insurance cover.

Article 9

In accordance with the Terms and Conditions hereof, health insurance with assistance services shall include:

1. Medical assistance services, provided that, according to the opinion of the representative of the Help Centre, medical assistance is required and has been approved by him/her, which shall include:
 - Referral to the doctor;
 - Providing the Insured with all necessary information in relation to emergency medical assistance, such as names, telephone numbers and addresses of doctors, dentists, hospitals, medical centres, pharmacies, and out-patient clinics situated in the vicinity of the Insured's current residence abroad.
 - Medical advice – providing advice to the Insured about the steps to be taken, which shall exclude the establishment of diagnosis.
2. Repatriation services (up to the limit of the agreed Insurer's liability), as follows:
 - repatriation, that is, organisation and coverage of transport costs for the Insured's mortal remains to the country of residence, excluding the funeral in the country of residence, in accordance with the limits defined in the Table of Covers by packages.
3. Payment of treatment expenses, as follows:
 - out-patient treatment (out-of-hospital treatment)
 - X-ray diagnosis (radiography and ultrasound)
 - in-patient treatment (hospitalization) in an institution which is considered in Montenegro as hospital, where the Insured is under the constant medical supervision and which has a sufficient number of diagnostic and therapeutic equipment and confines its medical services to scientifically recognised methods, which are clinically tested in Montenegro. In case of the occurrence of the insured event, the hospital at the place of Insured's stay or the nearest specialist hospital shall be used.
 - surgery and surgery-related expenses
 - dental treatment, however, only in the event of acute toothache (maximum for two teeth), in accordance with the limits defined in the Table of covers by packages

Travel assistance Article 10

Provided that the following was agreed prior to leaving for Montenegro, the Insurer and/or the Help Centre shall also provide the following travel assistance services:

- **Providing information prior to the travel, of the following:**
 1. Organising rent-a-car vehicle,
 2. Information and booking of tickets, theatre tickets,

cinema tickets

3. Information and booking of air tickets
4. Information and booking of restaurants
5. Information and booking of hotel accommodation
6. Information of working hours of different institutions
7. Information of flight schedules, train and bus timetables,
8. Information of public institutions and consulates
9. Information of weather and tourist information
10. Information of the nearest medical centres and pharmacies
11. Information of toll costs for particular routes
12. Information of prices and locations of national parks
13. Information of the telephone numbers of emergency services (police, fire department, emergency care centres)
14. Information of the distance between two destinations

- **Organising translation services**

In emergency cases, when understanding is made difficult, the Help Centre shall provide the translation assistance (assistance in understanding) over the telephone from the English, French, and German language into the Montenegrin language.

In the event of required translation of documents or the communication with the representatives of authorities of the country in which the Insured is situated, the Help Centre shall provide a translator whose services shall be paid by the Insured, from his/her own funds.

Legal assistance Article 11

The Help Centre shall provide the following legal assistance services, provided that such cover is agreed and indicated in the policy:

- **Legal assistance**

If the Insured, during his stay in Montenegro, requires legal protection due to an accident, the Help Centre shall inform such Insured of the telephone number and the address of the attorney situated in the vicinity of the Insured's current place of residence in Montenegro, however, excluding any liability for the outcome of the procedure. The costs of the attorney's fee shall be borne by the Insured.

Roadside assistance Article 12

If agreed, the Insurer and/or the Help Centre shall provide the roadside assistance.

The vehicles eligible for roadside assistance services shall be passenger vehicles owned by the Policyholder and the vehicles rented by the Policyholder (rent-a-car vehicles).

In accordance with the Terms and Conditions hereof, the roadside assistance shall include:

1. Providing contact information on towing services in the event of a breakdown on own /rented vehicle
2. Directing the towing service to the place which requires

intervention

3. Vehicle towing during the stay in Montenegro in the event of a breakdown or traffic accident of own or rented vehicle
4. Overnight stay in the event of road accident of own or rented vehicle.

Insured risks – insured event for roadside assistance Article 13

- (1) Under the roadside assistance insurance, coupled with the assistance of the Help Centre, the beneficiary is provided with 24-hour organisation of assistance and coverage of costs in the event when the beneficiary encounters difficulties due to:
 - 1) Breakdown – vehicle breakdown shall be any mechanical, electric and /or electronic failure on the vehicle due to which the vehicle is not roadworthy or fit for safe drive.
 - 2) Damage – damage to the vehicle shall be considered the event when due to a traffic accident, fall or impact of an object, wilful misconduct or wantonness of third parties, fire, flood, storm or hail, the vehicle is not roadworthy or fit for safe drive.
 - 3) Destruction – vehicle shall be considered destroyed when the damages, which have occurred due to the occurrence of the risks as per previous indent, are so severe that the vehicle is beyond repair and/or its repair is economically irrational (total loss).
 - 4) Vehicle theft – in accordance with the Terms and Conditions hereof, the theft shall mean unlawful taking of a locked vehicle or parts thereof with the intent to use it for a drive or to illegally acquire property gain, provided that the keys are not left in the vehicle. The theft of a vehicle or of integral parts thereof shall not mean the fraudulent conversion by the Insured, his spouse, Insured's next of kin, adoptive parent or adopted child or person living with the insured in a shared household or Insured's dependant, as well as persons for whose actions the Insured is responsible on any grounds whatsoever.
 - 5) Accident – in accordance with the Terms and Conditions hereof, accident shall mean a traffic accident involving the vehicle operated by the Policyholder/Insured, where the driver and passengers were injured and which resulted in the health impairment of these persons.

Vehicle towing expenses

The Insurer shall be obliged to reimburse to the Insured the costs of towing if the vehicle is not roadworthy and/or if it cannot be made roadworthy for further drive on the scene of occurrence.

The costs of vehicle towing shall be reimbursed for the transport of vehicle to the nearest repair shop where the vehicle can be made roadworthy for further drive.

The costs of vehicle towing shall be covered for one (1) insured event during the insurance period.

- (2) The Insurer shall not be liable to reimburse the costs of towing-transport of the vehicle incurred due to gross negligence of the Insured and/or authorised vehicle driver, as follows: when the insured vehicle has run out of petrol, oil in engine or in case the vehicle cannot be used due to loss, theft or damage to the keys or the keys have been left locked up in the vehicle.
- (3) The Insurer shall be obliged to cover the costs up to the amount of the agreed sum insured, which shall depend on the selected package.

Covering the costs of overnight stay of the Beneficiary

- (1) The Insurer shall reimburse the costs of overnight stay (bed and breakfast) of the Beneficiary if the insured vehicle is not roadworthy or cannot be made roadworthy for further drive during the same day.
- (2) The reimbursement of costs may be provided for the number of Beneficiaries who were travelling at the moment of the risk occurrence, and maximum up to the number of the registered seats in the vehicle. Maximum amount of compensation may be up to EUR 50 per person. The costs of overnight stay shall be covered for one (1) insured event during the insurance period.
- (3) The insured and passengers shall not be entitled to compensation for the overnight stay in case when the insured vehicle has run out of petrol, oil in engine, or in case the driver cannot use the insured vehicle due to loss, theft or damage to the keys or the keys have been left locked up in the vehicle.

Article 14

The insurance shall not cover the accidents occurred in the pursuit of hazardous sports: alpinism, underwater fishing, civil aviation, hunting, acrobatic stunts, diving, sport flying, hang-gliding, ballooning and gliding, paragliding, speleology, mountaineering, handling of fireworks and explosives, skydiving, ski jumps, go-kart racing, water skiing, buggy rides, water scooter racing, streetboard, roller skating acrobatics, bobsledding, rafting, freestyle skiing, bungee jumping, motor and motorcycling sports, skiing and snowboarding.

EXCLUSIONS AND LIMITATIONS OF INSURER'S LIABILITIES

General exclusions and limitations Article 15

All liabilities of the Insurer and/or assistance company shall be excluded if the insured event has occurred:

- when the Insured knew about, or could have reasonably anticipated the possibility of the occurrence of the insured event.
- outside the territories stipulated in the contract, where the insurance is effective, or if the insured event has occurred prior to the insurance inception date and/or after the expiry of the insurance period or has occurred after the return in the country of residence.
- as a consequence of wilful act of the Insured, committed and attempted suicide or mental illness – insanity of the Insured, self-inflicted injuries, self-treatment of alcoholism, drug addiction and use of intoxicating - hallucinogenic products, and states under the influence of alcohol or drugs. The Insured shall be considered intoxicated if after the occurrence of the insured event the presence of more than 0.3 per mille of alcohol content in blood was determined i.e. if the traces of narcotics were found.
- Due to the Insured's pursuit of risky and hazardous activities or sports such as hunting, acrobatic stunts, diving, sport flying, hang-gliding, ballooning and gliding, paragliding, speleology, mountaineering, handling of fireworks and explosives, skydiving, ski jumps, go-kart racing, water skiing, buggy rides, water scooter racing, street board, roller skating acrobatics, bobsledding, rafting, freestyle skiing, bungee

jumping, motor and motorcycling sports, and due to skiing outside designated courses.

- As a consequence of involvement in a crime.
- As a consequence of accident caused by riding a motorcycle without protective gear (helmet) and without international driving licence of particular category;
- As a consequence of natural catastrophe, natural disasters, and declared epidemic.
- As a consequence of war, invasion, hostilities, terrorist activities, civil war, acts of sabotage, terrorism and vandalism, insurrection, revolution, rebellion, military or other usurped power, and active participation of the Insured in any kind of unrest or rebellion;
- As a consequence of natural catastrophe and natural disaster and epidemics.
- As a consequence of ionising radiation or radioactive contamination from other radioactive waste resulting from a combustion of nuclear fuel and/or radioactive, toxic, explosive or other hazardous properties of an explosive nuclear assembly or its components.
- As losses of non-property nature.
- As expense that would have been paid even if the insured event had not occurred - restaurant expenses, expenses incurred due to overloaded luggage during repatriation by regular flight, customs expenses.
- The liability of the Insurer and/or assistance company shall be excluded in the event when the Insured has concluded another policy that covers the same insured event, except for the compensations not covered by the other policy.
- The liability of the Insurer shall be excluded when the compensation for the insured event is the subject of payment in any other way (bilateral agreement, motor third party liability)
- During the travel booked or undertaken contrary to doctor's advice,
- During a specially organised travel for treatment purposes.
- Performance of professional activities and jobs in Montenegro, organised and paid by a foreign employer, in which case the Insurer shall consider such stay as temporary work abroad.
- Due to professional operation of airplanes, trains, ships, trucks, buses and other engine-driven vehicles.
- Due to professional and semi-professional participation in competitions and trainings, excluding hazardous sports in accordance with paragraph 1 item 4 of the Article hereof. Professional and semi-professional athletes shall be considered the persons who are members of clubs and organisations.

Special exclusions and limitations in connection with health insurance and assistance services

Article 16

The liability of the Insurer and/or assistance company providing medical assistance services shall be excluded when the expenses have been incurred as a consequence of:

- disease or injury of any kind which does not require interruption of Insured's travel or stay, or treatment/surgery, or medical treatment can be postponed until his/her planned return to the country of residence.
- Treatment of all malignant diseases, AIDS, venereal diseases, multiple sclerosis, all types of hepatitis, rheumatic diseases,

as well as the expenses for treatment of the end stages of all chronic diseases

- Wilful termination of pregnancy
- Accidents caused by diseases such as epilepsy or malaria,
- Removal or transplantation of organs, tissues or cells, and the like.
- Medical trials and treatments, routine/follow-up examinations, methods of medical diagnostics, medical researches or treatments not related to the occurrence of the insured event, as well as vaccination, application of contraceptives and medication of any kind.
- Experimental medical methods or methods used for research purposes, which are not recognised by social security, as well as aesthetic-corrective treatment and surgery,
- Thermal treatment i.e. the expenses for preventive medications, recuperation in spas and health centres, sanatoria, rehabilitation centres or other similar institutions, physiotherapy and acupuncture, as well as the expenses for psychiatric sessions and treatment of mental illnesses and their consequences.
- Procurement, repair and use of glasses, contact lenses, and prosthetic aids of any kind.
- Dental treatment which does not require urgent intervention, definitive dental treatment, orthopaedics of jaw (except in the case of an accident), orthodontics, parodontal treatment, scaling, treatment of a root canal, dental crown, making of denture and bridges, reparations or repairs
- Insured being treated by his spouse, parents or children.
- Vaccination
- Stay in a hospital from the date when the assistance company could and would be entitled to organise repatriation of the Insured.
- Accommodation in a single room or private room in a hospital, save if the assistance company or the Insurer deems it necessary.
- Independently organised repatriation without the prior approval from the Insurer and/or assistance company.
- Refusal of the Insured to comply with the instructions given by the assistance company/Insurer or refusal of the date, means and ways of repatriation set by the assistance company after the consultations with the authorised doctor/medical institution treating the Insured in a foreign country.
- Additionally, the Insurer shall not cover the additional transport costs of the Insured incurred within the country of residence. Instead, such costs shall be borne by the Insured.
- The liability of the Insurer for the insured event occurred prior to the inception of the insurance cover shall be excluded
- Sunburns for persons older than 15

For chronic diseases, congenital disorders and consequences thereof, which existed and were known at the time of conclusion and/or inception of insurance, even when they were not treated, or for the disease treated in a hospital in the last six months prior to the insurance inception, including the consequences thereof, as well as for pregnancy and childbirth, liability of the Insurer and/or assistance company shall be excluded, save in the case when the provision of medical assistance involves unforeseen emergency measures to save the life of the Insured or life of a child and/or provide the relief of acute pain. The provisions of this paragraph shall also apply to the consequences of an accident.

Special exclusions and limitations in connection with roadside assistance
Article 17

- (1) The Insurer shall neither provide assistance nor cover the costs in the event of:
- 1) vehicle problems if such vehicle was used in car competitions, races, test drives;
 - 2) if the insured vehicle is used to transport the persons who are paying for such service (taxi);
 - 3) vehicle problems due to atomic danger, war, terrorist actions, demonstrations, manifestations and similar actions;
 - 5) if the Insured has vehicle problems due to hazards not described under Article 13 of the Terms and Conditions hereof;
 - 6) insured event which has occurred due to force majeure and natural catastrophes (earthquake, landslide and the like).
- (2) If the Beneficiary fails to call the Help Centre when encountering the problem, the Insurer shall not be obliged to compensate any damage the Beneficiary could sustain due to the failure to meet this obligation.

Forfeiture of rights to roadside assistance insurance
Article 18

- (1) The Beneficiaries shall forfeit their rights to roadside assistance insurance in the following cases:
- 1) if vehicle is operated by a person who is not in the possession of a valid driving license, or a person whose driving license has been forfeited by an official, or a person who has a driving disqualification;
 - 2) if at the time of the traffic accident the driver of the vehicle was under the influence of alcohol or drugs, as stipulated by the law applicable on the territory where the event insured under the Terms and Conditions hereof has occurred;
 - 3) if the Insured has provided to the Help Centre the incorrect or false information of insurance or circumstances of the insured event;
 - 4) if after encountering the vehicle problem, the Insured fails to observe the instructions and decisions of the Help Centre on the manner of assistance provision.

Notification of the insured event
Article 19

In the event that the Insured requires assistance, he shall immediately, after the occurrence of the insured event, or if there is a probability that the insured event may occur, notify of the insured event.

In accordance with the Terms and Conditions hereof, the notification of the insured event shall mean that the Insured shall take the following actions:

- immediately call the Help Centre on the telephone indicated in the insurance policy or any other document,
- identify himself/herself by providing his/her main details (name and surname, passport number, policy number and the like),

- give his contact telephone number and address in Montenegro,
- provide brief description of the nature of the insured event and manner in which it has occurred.

If it is not possible to make this urgent telephone call prior to consulting doctors or going to hospital, the Insured should present to the doctor or hospital staff the insurance policy and they shall, as a rule, notify the insured event by calling the Help Centre.

In any case, when due to a sudden illness or accident hospital treatment is required (hospitalization), the insured event shall be notified within 48 hours from its occurrence, and not later than until the moment when the Insured has left the medical institution in which he/she was treated. Additionally, assistance company shall be provided with the information of the name and address of the hospital, name of the treating physician, and of corresponding telephones. The notification made and sent, as soon as possible, by a friend, police, judicial authority, hospital institution, or any other person who was the first to come to his/her aid, shall be valid as if personally made by the Insured.

Obligations of the Insured after the notification of the insured event
Article 20

After the notification of the insured event, the Help Centre shall provide its approval and further instructions for the purpose of conducting a necessary treatment procedure or providing assistance services.

The insured shall provide the Help Centre or its representative a free access to medical records and consultations with the authorised doctor treating the Insured, or shall undergo additional medical examinations so that they can establish the medical condition of the Insured.

The Insured shall make all reasonable efforts to minimise any costs and reduce them to those which are actually needed and necessary.

The Insured is obliged to notify the Insurer or the assistance company of the existence of any other insurance policy covering the same risk.

If the assistance company is expected to perform repatriation, the Insured shall, upon request, make available to the Help Centre all unused travel tickets.

The Help Centre and/or the Insurer shall have the right to require the Insured to notify them of all facts and to submit all documents which the assistance company or Insurer consider important for the purpose of verifying the credibility of the notification of the insured event and for the purpose of meeting their obligations to the Insured, including the evidence of the actual start of travel abroad.

Upon request, the Insured shall grant to the assistance company or to the Insurer the authorisation so that they can collect all relevant facts from the third parties (doctors, pharmacists, or other medical representatives or medical institutions of any kind, Insured's transportation company, health care institutions or pension institutions). By accepting these terms and conditions the Insured releases all doctors and medical staff who examined him/her before and after the occurrence of the insured event from the obligation of patient confidentiality. By signing the insurance policy the Insured agrees that the hospital or medical institution providing him/her with care may disclose all necessary information in connection with his medical condition or treatment. The refusal to grant this authorisation shall result in the forfeiture of Insured's

rights under the insurance hereof.

The Insurer and/or the assistance company shall be free of any obligation to pay the compensation in case of violation of any of the said paragraphs of the Article hereof.

The Insurer and/or the Help Centre shall have the right to deny assistance or payment of compensation in the event when:

- the Insured has failed to meet the obligations under the contract,
- has failed to observe the instructions provided by the assistance company,
- the Insured's statement, which represents the grounds for conclusion of the Policy or which has been given in the process of claim notification, is fraudulent,
- in the event of misrepresentation or concealment of facts for the purpose of a wilful fraud and the like.

If the costs resulting from the occurrence of the insured event are lower than the indicated maximum limits stipulated in the insurance policy, the Insured shall not be entitled to collect the balance.

Direct reimbursement of costs to the doctor or medical institution Article 21

As a rule, the costs arising from the treatment of the Insured shall be reimbursed directly to the doctor or medical institution by the assistance company.

For the entitlement to reimbursement of costs incurred in the treatment of the Insured directly to the doctor or medical institution, in addition to the notification of the insured event, the doctor or the medical institution treating the Insured shall submit:

- the copy of insurance policy, medical report containing the diagnosis and a detailed description of the treatment, medical record of the patient and daily observations of the doctor treating the Insured, as well as the type of prescribed therapy – medications, original bills – receipts.

It shall be mandatory that bills, receipts, and reports are written to the name and surname of the Insured, with indicated dates of administered treatments, and shall be certified by the seal and signature of the authorised doctor or pharmacist.

In the event that the Insured fails to call the Help Centre or fails to accept their choice of a doctor or medical institution, the Insurer shall reimburse the costs to the medical institution to the amount of costs which would have been incurred if the Insured had followed the manner of notifying the insured event defined in Article 19 and Article 20, whereas the balance between the costs paid to the medical institution and the costs specified in the bills shall be paid by the Insured alone.

Statute of limitation Article 22

The claims arising from the insurance contract concluded in accordance with the Terms and Conditions hereof shall become statute barred in accordance with the Law on Obligations.

Manner of notification Article 23

Any information or notifications that contracting parties are obliged to make in accordance with the provisions of the Terms and Conditions hereof must be confirmed in writing, and if made orally, over the telephone, by the telegram, or in any other similar way.

The date of information and/or notification receipt shall be considered the date when the information and/or notification has been received. If the information and/or notification is sent by registered mail, the date of receipt shall be considered the date of mailing.

Agreements relating to the content of the contract shall be valid only if concluded in writing.

Amendments to the insurance terms and conditions Article 24

The Insurer may amend these Insurance Terms and Conditions in the manner and according to the procedure of their original adoption, provided that the prior opinion of the authorised actuary was obtained and that the Insurance Supervision Agency of Montenegro was informed thereof.

The Insurer shall be obliged to inform the Policyholder of the amendments to the Terms and Conditions in accordance with the Law.

The Insurer shall be obliged to provide the Policyholder, who is not same person as the Insured, with the insurance terms and conditions and/or the information of the rights of the Insured under the insurance contract, in the manner and form decided by the Policyholder, for the purpose of meeting the obligation to inform the Insured.

The Policyholder, who is not the same person as the Insured, shall be obliged to fully inform the Insured of the insurance terms and conditions, that is, to inform him/her of the rights to compensation arising from such insurance, as follows:

1. By providing the insurance terms and conditions in writing or via e-mail or whichever manner is more appropriate for the client, or
2. By providing information of all rights arising from insurance in writing or via e-mail or whichever manner is more appropriate for the client.

Article 25

In accordance with the Terms and Conditions hereof, the Insurer shall organise the provision of medical and other assistance to the insured during his travel, with the assistance of the assistance company which has organised the centre for the provision of necessary 24-hour assistance (Help Centre).

At the conclusion of the insurance contract, the Insurer shall inform the Insured of the exact name and telephone number of the contracting partner – Help Centre.

In the event that contractual relationship is established with another assistance company in relation to the provision of medical and other assistance during the travel, the Insurer shall, as soon as reasonably possible, and not later than within 30 days, inform the Insured in writing of any changes in all relevant information as per paragraph 2 of this Article.

The Insurer shall be responsible for the selection of the assistance company, but not for the service quality of a medical or other

institution selected by the contracting partner.

The responsibility for the quality of services rendered in the course of providing assistance to the Insured shall lie with the Help Centre.

**Application of legal regulations
Article 26**

The matters not regulated under the Terms and Conditions hereof shall be subject to the corresponding provisions of the Law on Obligations.

**Jurisdiction in the event of a dispute
Article 27**

In the event of a dispute between the Policyholder–Insured and the Insurer the court in the place of Insurer shall have jurisdiction.

**III CLOSING PROVISIONS
Article 28**

The Terms and Conditions hereof shall come into force on the date of their adoption and shall apply as of October 3, 2017.

Appendix: Table of covers

	INSURANCE COVER	PACKAGES		
		STANDARD	COMFORT	EXCLUSIVE
1.	Organising rent-a car	YES	YES	YES
2.	Information and booking of tickets, theatre tickets, cinema tickets	YES	YES	YES
3.	Information and booking of air tickets	YES	YES	YES
4.	Information and booking of restaurants	YES	YES	YES
5.	Information and booking of hotel accommodation	YES	YES	YES
6.	Information of working hours of various institutions	YES	YES	YES
7.	Information of flight schedules, train or bus timetables	YES	YES	YES
8.	Information of public institutions and consulates	YES	YES	YES
9.	Information of weather and tourist information	YES	YES	YES
10.	Information of nearest medical centres and pharmacies	YES	YES	YES
11.	Information of toll costs for particular routes	YES	YES	YES

12.	Information of prices and locations of national parks	YES	YES	YES
13.	Information of the telephone numbers of emergency services (police, fire department, emergency care centres)	YES	YES	YES
14.	Information of the distance between two destinations	YES	YES	YES
15.	Sudden and urgent medical expenses	Max. up to 1000 EUR	Max. up to 5.000 EUR	Max. up to 5.000 EUR
16.	Hospitalization and surgical interventions	NO	Max. up to 1.500 EUR	Max. up to 1.500 EUR
17.	Costs of salvage	NO	up to 2.000EUR	up to 2.000EUR
18.	Costs of transporting mortal remains	NO	up to 1.000EUR	up to 1.000EUR
19.	Costs of urgent dental treatment	NO	up to 100EUR	up to 100EUR
20.	Organisation of translation services and legal and administrative assistance	NO	YES	YES
21.	Providing contact information of towing services in the event of a breakdown on own /rented vehicle	NO	YES	YES
22.	Directing a towing service to the place requiring intervention	NO	YES	YES
23.	Vehicle towing during the stay in Montenegro in the event of a breakdown or traffic accident of own or rented vehicle	NO	NO	1 insured event, and max. up to 150 EUR in Montenegro or countries (RS, HR, AL, BA, MK)
24.	Included overnight stay in the event of road accident involving own or rented vehicle	NO	NO	1 insured event, and max. 50 EUR per person