

**“GLOBOS OSIGURANJE” a.d.o. BEOGRAD**

On 29 June 2022, the Executive Board of “GLOBOS OSIGURANJE” a.d.o. Beograd adopted the Special Insurance Terms and Conditions hereof.

**SPECIAL TERMS AND CONDITIONS  
OF PRIVATE VOLUNTARY HEALTH INSURANCE OF FOREIGN NATIONALS  
DUE TO OCCURRENCE OF A MEDICAL EMERGENCY DURING THEIR STAY IN  
THE REPUBLIC OF SERBIA**

**Introductory Provisions**

**Article 1**

These Special Terms and Conditions of Private Voluntary Health Insurance of Foreign Nationals due to Occurrence of a Medical Emergency during Their Stay in the Republic of Serbia (hereinafter referred to as: Special Terms and Conditions) and General Terms and Conditions of Voluntary Health Insurance (hereinafter referred to as: General Terms and Conditions) shall constitute an integral part of the Contract for Private Voluntary Health Insurance of Foreign Nationals due to Occurrence of a Medical Emergency during Their Stay in the Republic of Serbia (hereinafter referred to as: Insurance Contract), concluded by and between the Policyholder (hereinafter referred to as: Policyholder) and „Globos osiguranje“ a.d.o. (hereinafter referred to as: Insurer).

Particular terms se used herein shall have the following meaning:

**„Foreign national“**– An insured person not having citizenship of the Republic of Serbia and not covered by mandatory health insurance;

- **„Country of origin“** – The country whose citizenship is held by a foreign national, i.e. the country where a stateless person had a habitual residence;
- **„Authorised doctor“** – A person holding the diploma of a medical, dental or other relevant faculty, who independently provides health care services at a healthcare service provider and performs healthcare activities in accordance with the law;
- **„Alternative and complementary medicine“** – Traditional methods and procedures for the prevention diagnosis, treatment and rehabilitation, which have a beneficial effect on human health or health status and which, in accordance with applicable medical doctrine, are not covered by conventional medicine methods and procedures performed exclusively in a healthcare facility or private practice established as a general or specialist practice by a medical doctor, dental doctor, polyclinic, healthcare clinic or rehabilitation clinic, and provided exclusively by a healthcare service provider licensed to perform alternative and complementary medicine methods and procedures;
- **„Medical devices“** – Medical and technical aids and implants;
- **„Medical and technical aids“** – Medical devices used for the functional and aesthetic replacement of lost parts of the body, that is, providing support, preventing deformities and correcting existing deformities and facilitating performance of basic life functions;
- **„Medically justified treatment“** - healthcare service, medical aids, medical supplies or medications are justified if:
  1. necessary for the diagnosis, treatment and control of an illness or injury of the Insured, if they meet his or her clinical needs in scope, dosage and duration, and are in compliance with the Policy;
  2. contracted in accordance with these Special Terms and Conditions and defined in the Policy;
  3. prescribed by an authorised doctor and there is a clear medical indication for them;

4. their primary purpose is not personal comfort or convenience of the patient, family, doctor or other medical service provider;
  5. they are neither a part of educational nor professional training of the patient nor have they been related thereto;
  6. not experimental or in research phase;
  7. in accordance with widely accepted professional standards of medical practice in the Republic of Serbia and do not exceed in scope, duration or intensity the level of protection required to provide safe and adequate treatment according to the professional judgment of the authorised doctor or good clinical practice guidelines (procedures which are carried out must be related to the disease symptoms and their performance must be justified by the current clinical presentation).
- **„Medical emergency“** – sudden illness or accident which could, without emergency medical assistance, threaten the life of the Insured, i.e. which could cause irrecoverable or severe deterioration or damage to his or her health or death;
  - **„Emergency medical assistance“** – direct, immediate medical assistance provided in cases of emergency medical condition of the Insured, which could threaten the life of the Insured or cause irrecoverable or severe deterioration or damage to his or her health or death. Emergency medical assistance shall mean any medical assistance provided within 12 hours after the moment of admission of the Insured in order to avoid the expected occurrence of emergency medical condition;
  - **„Accident“** – sudden event, independent from the Insured’s will, unpredictable and caused by external influence, leading to an accident or health impairment of the Insured, requiring emergency medical assistance;
  - **„Implants“** – medical devices that are surgically built into the human body;
  - **„Medication“** – a product containing a substance or combination of substances manufactured and intended to treat or prevent disease in humans, diagnose, improve or change physiological functions, and achieve other medically justified objectives, and which has been approved to be marketed in accordance with the law governing medications;
  - **„Sudden illness“** – sudden and unexpected illness and/or infective disease or organic disorder established by an authorised doctor, which has occurred after the inception of insurance, the nature of which requires emergency medical assistance;
  - **„Pre-existing condition“** – any medical condition resulting from a chronic illness or injury prior to first coverage by insurance. It can be determined on the basis of diagnosis or indication for treatment, or on the basis of biological properties, the onset of symptoms and signs of the disease indicated in the medical records;
  - **„Medical expenses“** – amount which represents the Insurer’s liability in case of occurrence of the insured event covered by this insurance, for medically justified treatment due to occurrence of a sudden illness or accident provided for in these Special Terms and Conditions and Insurance Contract;
  - **„Participation“** – Insured’s participation in the expenses of medically justified treatment which must be partly paid by the Insured if contracted by the insurance Policy and/or Insurance Contract;
  - **„Cover“** – healthcare services, medications and medical supplies listed in these Special Terms and Conditions.

## General Provisions

### Article 2

Under the insurance contract, the Policyholder shall pay the premium to the Insurer, whereas the Insurer shall be obliged to reimburse the expenses paid for the treatment of medical emergencies upon the occurrence of the insured event according to the Special Terms and Conditions hereof.

The insurance cover shall be valid 24 hours a day during the agreed insurance period, only on the territory of the Republic of Serbia.

The Special Terms and Conditions hereof may cover a person or a group of persons who are not the citizens of the Republic of Serbia and who, at the time of conclusion of the Insurance Contract, have their registered place of residence or domicile in the Republic of Serbia.

The Insurer shall provide the insurance cover and shall undertake to pay the expenses resulting from an insured event occurred within the contracted insurance period as reimbursement of expenses for the provision of healthcare services defined in Article 6 of the Special Terms and Conditions hereof.

Insurance beneficiary hereunder shall be exclusively the Insured who has experienced the insured event.

### **Conclusion of Insurance Contract**

#### **Article 3**

When the insurance is effected for a group of persons, a list of Insureds covered by this insurance shall constitute an integral part of the Insurance Contract.

### **Insurance Premium**

#### **Article 4**

The Policyholder shall be obliged to pay the insurance premium as a single payment, for the entire insurance period.

Notwithstanding the provisions of the previous paragraph of this Article, if specially stipulated, and if the insurance period is agreed for the period longer than six months, insurance premium may also be paid in instalments and the Insurer shall be entitled to insurance premium for the entire agreed insurance period.

Premium presented in Euros shall be paid in Dinar equivalent at the official mean exchange rate of the National Bank of Serbia ruling as at the date of the Insurance Contract conclusion.

### **Term of the Insurance Contract**

#### **Article 5**

Insurance Contract shall be concluded for a definite term not shorter than one month and not exceeding 12 months.

### **Insured Event**

#### **Article 6**

Insured event shall be a sudden illness or accident of the Insured resulting in the provision of emergency medical assistance to the Insured and provision of healthcare services necessary for treatment of medical emergencies occurred immediately after the provision of emergency medical assistance caused by the incurred treatment expenses borne by the Insured.

The reimbursement of treatment of medical emergencies may not exceed the stipulated sum insured specified in the policy during the agreed insurance period

The reimbursement of treatment of medical emergencies shall be limited to medically necessary procedures of inpatient and outpatient treatment.

According to the Special Terms and Conditions hereof, inpatient treatment shall mean an event when the Insured has been provided with medically justified treatment for the purpose of treating medical emergencies up to the moment when, pursuant to medical standards, life of the Insured is no longer threatened, and maximum up to 30 days.

According to the Special Terms and Conditions hereof, inpatient treatment shall mean an event when the Insured has been provided with medically justified treatment for the purpose of treating medical emergencies, at an institution which in accordance with healthcare regulations is considered a general hospital, where the Insured is constantly monitored by medical personnel, which has a sufficient number of diagnostic, lab, surgical and therapeutic equipment, and which limits medical services to scientifically recognized methods, clinically tested in the Republic of Serbia, where the Insured occupies a bed for more than 24 hours.

According to the Special Terms and Conditions hereof, outpatient treatment shall mean an event when the Insured is provided with medically justified treatment for the purpose of treating medical emergencies, which is received by the Insured at a healthcare institution providing medical services, or at the place of medical emergency officially recognized as a place where such a treatment can be conducted, and shall limit medical services to scientifically recognized methods, clinically tested in the country where insurance coverage is valid pursuant to the policy, provided that the Insured has not spent at such institution consecutive 24 hours (stayed overnight and/or occupied a bed).

In case of the occurrence of the insured event, the Insurer shall indemnify for:

- 1) Paid treatment expenses only for the following medical services :
  - a. Ambulatory care (outpatient treatment);
  - b. Medical supplies and medications prescribed by an authorised doctor;
  - c. Medical and technical aids which are necessary part of treatment for fractured limbs and injuries, prescribed by an authorised doctor;
  - d. X-ray diagnostics (X-ray imaging);
  - e. Outpatient treatment (hospitalization);
  - f. Surgeries and surgical expenses;
  - g. Surgical expenses shall also include implants prescribed by an authorised doctor, but not exceeding the annual limit of EUR 1,000 per Insured.
- 2) Paid transportation expenses incurred due to the provision of emergency medical assistance:
  - a. Transport of the Insured to the nearest doctor or hospital by ambulance;
  - b. Transport of the Insured to the nearest doctor or hospital by some other means of conveyance, if medically justified and necessary but not exceeding the limit of EUR 50;
  - c. Transport to and accommodation of the Insured in the specialized hospital or hospital which is more appropriate for treatment of a critical health condition.

### **Exclusion of Insurer's Liability**

#### **Article 7**

The Insurer's liability shall be excluded for the expenses related to:

- Treatment of illness or accident of any kind not requiring provision of emergency medical assistance;
- Treatment of cancer, AIDS and sexually transmitted diseases as well as treatment of final stages of chronic diseases;
- Deliberate termination of pregnancy with no medical reasons;
- Explantation or transplantation of organs, tissues or cells;
- Treatment of pre-existing medical condition;
- Preventive, routine and/or follow-up examinations, home visits by a doctor, medical diagnostic methods, medical research or treatments unrelated to the occurrence of the insured event;
- Use of contraceptives;
- Vaccination, except for the necessary post-exposure protection against tetanus, rabies and hepatitis B;
- Medications of any kind not prescribed by a doctor treating the Insured;
- Experimental medical methods or methods used for research purposes, but not generally recognized;
- Treatment of the consequences of any medical methods applied on the Insured which were not covered under these Special Terms and Conditions;
- Cosmetic and corrective treatment and surgery;

- Preventive medications, recovery in thermal and medical centres, sanatoriums, recovery centres or other similar institutions, as well as expenses for massages, ambient therapy, psychiatric treatment, treatment of mental illnesses and their effects;
- Alternative and complementary medicine;
- Purchase, repair and use of glasses, contact lenses as well as prosthetic aids of any kind;
- Dental treatment not requiring urgent intervention;
- Accommodation in single-bed or private room at the hospital, unless an authorised doctor found such accommodation necessary.

If it is established that the Insured has known or has been warned by an authorised doctor in the country of residence that his/her health condition is such that his/her life has been possibly threatened due to possible acute complications, but can be treated conservatively or surgically in the country of residence, the Insurer's liability to reimburse the treatment expenses for such condition in the Republic of Serbia shall be excluded, and it shall be considered that when coming to the Republic of Serbia, the Insured has wilfully taken the risk of occurrence of possible consequences of such health condition.

The Insurer's liability shall be excluded in case of the insured event resulting from:

- 1) Pregnancy or delivery, as well as any other illness or complication related to pregnancy;
- 2) Following diseases: smallpox, plague, cholera, viral haemorrhagic fevers (except for haemorrhagic fever with renal syndrome), malaria or yellow fever and other infectious diseases for which the person is placed under medical supervision in accordance with the regulations governing the protection of the population from infectious diseases.

The Insurer's liability shall be excluded if treatment expenses have resulted from provision of healthcare services not provided for under these Special Terms and Conditions and the insurance contract.

All liabilities of the Insurer shall be excluded if an insured event occurred:

- Outside the territory of the Republic of Serbia where insurance is valid or the insured event has occurred before commencement of the insurance period and/or after the expiry of the insurance period, or has occurred after the return to the country of origin;
- As a consequence of engaging in high-risk sports and activities, which include: participation of the Insured in aviation, automobile, motorcycle, nautical and other speed competitions, racing and training for them, test runs and test flights; engagement of the Insured in sports and activities requiring the use of special equipment, such as diving at depths greater than 40 m, parachuting, kitesurfing, acrobatics, freestyle, skysurfing, freestyle, paragliding, bungee jumping, mountaineering, acrobatic skiing, speleology, rafting, base jumping, jumps from height; training and participation of the Insured in sports competitions as a registered member of a sports organization, namely: boxing, kickboxing, muay thai, and other martial arts; handling pyrotechnics, ammunition and explosives; trips to polar regions and expeditions, as well as engaging in all other sports and similar physical activities that carry an increased risk of endangering life and health, especially those performed with mandatory use of protective equipment or involving the use of special equipment;
- As a consequence of all other diseases not threatening the life of the Insured pursuant to enclosed medical records related to the insured event and opinion of a medical advisor of the insurance company.

The Insurer's liability shall be excluded when the indemnification for the insured event is subject to payment in some other manner and/or when a foreign national has exercised his/her right to treatment pursuant to mandatory health insurance, special regulations of the Republic of Serbia, bilateral treaties, motor third party liability insurance, other insurance policies, etc.

The Insurer shall have the right to refuse to pay reimbursement of medical expenses in case:

- 1) The Insured's statement, which forms the basis for the conclusion of the Policy, or statement of the Insured arising in the process of claim notification, is false, misrepresented or conceals facts for the purpose of deliberate fraud, etc.;
- 2) The Insured failed to pay or provide any proof that he/she has paid for the costs of treatment.

**Notification of the Insured Event****Article 8**

In case of the occurrence of the insured event, the Insured shall notify the Insurer of the insured event by submitting a claim and enclosing the following:

- Original Policy and/or insurance certificate;
- Certificate of residence in the Republic of Serbia;
- Documents proving the identity of a foreign national (foreign travel document, ID card of a foreign national, special ID card or other official document containing a photo based on which identity and citizenship of the Insured can be established);
- Complete medical records relating to the occurred insured event (including, inter alia, all fiscal receipts, certificates and RTGs) pursuant to which the Insurer may indisputably establish the facts relevant for the claim settlement;
- Official police report on the occurrence and the type of accident in case that the Insured's injury resulted from an accident;
- Any other documents in relation to the occurred insured event requested by the Insurer, which are necessary for establishing if the claim is well-founded.

At the request of the Insurer, the Insured shall be obliged to provide all necessary medical records in relation to the occurred insured event which the Insurer found necessary in the process of claim handling.

The expenses for evidencing the insured event shall be borne by the Insured. The Insurer shall accept the documents in the Serbian or English language, and the costs of any translation shall be borne by the Insured. By affixing his/her signature on the claim, the Insured agrees that hospital or healthcare institution providing him/her with the treatment may communicate all necessary information in relation to his/her health and treatment related to the insured event. If the Insured fails to comply with the provisions of this paragraph, the Insurer shall assess the damage based on the available data and documents.

The existence of another insurance policy covering the same risk must be reported to the Insurer by the Insured.

If expenses resulting from an insured event have exceeded the agreed sum insured and/or maximum limits provided under these Special Terms and Conditions and insurance contract, the Insured shall be entitled to receive the payment maximum up to the amount of the sum insured.

**Liability of the Insurer****Article 9**

The Insurer shall indemnify the Insured for the paid treatment expenses pursuant to these Special Terms and Conditions and the insurance contract within 14 working days after the date when the Insurer has received evidence and established the existence of liability and with participation, if stipulated.

The Insurer shall indemnify the Insured by effecting the payment to the Insured's account in the Republic of Serbia.

The Insurer's liability shall be fully met as of the date of confirmed payment through the post office or bank, if the payment was effected to the Insured's account in the Republic of Serbia.

**Closing Provisions****Article 10**

Anything not regulated by the Special Terms and Conditions hereof shall be subject to the provisions of the General Terms and Conditions for Voluntary Health Insurance, unless contrary to the provisions of these Special Terms and Conditions.

These Special Terms and Conditions shall come into force and become applicable as of the eighth day of their adoption.