

**RULES ON VOLUNTARY HEALTH INSURANCE****GENERAL PROVISIONS****Article 1**

(1) The Rules on Voluntary Health Insurance (hereinafter: "Rules") shall govern the conditions and method of arranging and managing Voluntary Health Insurance in Dunav Insurance Company a.d.o. (hereinafter: „Insurer“) pursuant to the provisions of the Insurance Law („Official Gazette of RS“, no. 139/14) (hereinafter: „Law“) and the Decree on Voluntary Health Insurance („Official Gazette of RS“, no. 108/08, 49/09) (hereinafter: „Decree“), as follows:

- 1) conditions and method of arranging and managing Voluntary Health Insurance in accordance with the Decree;
- 2) general and special conditions for the types of Voluntary Health Insurance arranged and managed by the Insurer.
- 3) type of policy depending on the type of Voluntary Health Insurance and rights arising from the Voluntary Health Insurance;
- 4) amount of premium for particular types of Voluntary Health Insurance;
- 5) terms and conditions for concluding the Voluntary Health Insurance Contract with the Insured and/or Policyholder, and for the contract cancellation;
- 6) terms and conditions for concluding the Voluntary Health Insurance Contract for family members of the Insured, as well as for the group insurance;
- 7) rights and duties of the Insured and/or Policyholder;
- 8) content and layout of the Document on Voluntary Health Insurance;
- 9) forms used by the Insurer in the management of Voluntary Health Insurance;
- 10) other matters relevant for the arrangement and management of Voluntary Health Insurance.

CONDITIONS AND THE METHOD OF ARRANGING AND MANAGING VOLUNTARY HEALTH INSURANCE**Types of Voluntary Health Insurance****Article 2**

(1) Pursuant to the Decree on Voluntary Health Insurance, the Insurer shall manage the following lines of Voluntary Health Insurance:

- parallel health insurance
- supplementary health insurance
- private health insurance
- voluntary health insurance effected in the event that the Insured uses healthcare services during the stay abroad,
- combined parallel, supplementary or private voluntary health insurance

General and Special Conditions for the Types of Voluntary Health Insurance Arranged and Managed by the Insurer**Article 3**

- (1) The General and Special Terms and Conditions of Voluntary Health Insurance shall constitute an integral part of the Voluntary Health Insurance Contract.
- (2) The General and Special Terms and Conditions shall be enacted by the Supervisory Board of the Insurer, in accordance with the Law and with the Decree.
- (3) General Terms and Conditions of Voluntary Health Insurance shall set forth:
 - 1) rights and obligations of the Insurer, Policyholder, and the Insured;
 - 2) period of Voluntary Health Insurance;
 - 3) general provisions on insurance premium;
 - 4) terms of contracting and managing Voluntary Health Insurance;
 - 5) line of insurance;
 - 6) covered risks;
 - 7) other conditions relevant for Voluntary Health Insurance, in accordance with the Law and the Decree.
- (4) The General and Special Terms and Conditions of Voluntary Health Insurance arranged by the Insurer shall be an appendix to these Rules and shall constitute an integral part hereof (Appendix 1)

Terms and Conditions for Concluding Voluntary Health Insurance Contract with the Insured and/or Policyholder and for the Contract Cancellation**Article 4**

- (1) For all Insureds, the Insurer shall ensure the same scope, content and standard of exercising rights and obligations within the individual lines of Voluntary Health Insurance arranged and managed by the Insurer, or within the package offered by the Insurer in a particular line of Voluntary Health Insurance.
- (2) The Contract on Voluntary Health Insurance (hereinafter: „Insurance Contract“) shall be concluded between the Insurer and the Policyholder of Voluntary Health Insurance who, at the same time, may also have the capacity of the Insured.
- (3) The Insurer shall not arrange and manage the Voluntary Health Insurance for the identical type, content, scope, standard, manner and procedure of exercising the rights arising from mandatory health insurance stipulated by the law governing health insurance and by the regulations enacted in connection therewith.
- (4) The Insurance Contract shall be concluded at the sales point of the Insurer.

Policyholder**Article 5**

(1) The Policyholder of Voluntary Health Insurance (hereinafter: "Policyholder") shall be any entity or natural person as well as any other legal entity that in the name and on behalf of the Insured, or in his own name and on behalf of the Insured, concludes an Insurance Contract with the Insurer and is obliged to effect the payment of insurance premium from his own funds or at the expense of the Insured. The Policyholder may, at the same time, have the capacity of the Insured.

Insured**Article 6**

(1) The Insured, as well as the family member of the Insured, shall be a natural person who has concluded an Insurance Contract, or on whose behalf, based on his consent (except for group insurance lines), an Insurance Contract has been concluded with the Insurer, and who is exercising the rights stipulated under the insurance contract.

Eligibility**Article 7**

- (1) Any person who has concluded an Insurance Contract with the Insurer and paid stipulated insurance premium shall be eligible for the status of the Insured under the Voluntary Health Insurance, pursuant to Article 4 of the General Terms and Conditions.
- (2) The Insurer shall conclude the Contract on Voluntary Health Insurance with all persons or for all persons for whom the Policyholder expresses a clear intention to enter with the Insurer into the Voluntary Health Insurance Contract, under the conditions stipulated in the Decree, regardless of the risk to which the Insured is exposed, that is, regardless of his or her age, gender and medical condition.

Insured Event**Article 8**

(1) The insured event shall be the occurrence of circumstances based on which the Insurer shall be obliged to indemnify the Insured or do whatsoever according to the law, concluded Insurance Contract, and General and Special Terms and Conditions.

Inception and Duration of Insurance Period**Article 9**

- (1) The Voluntary Health Insurance shall be effected for the period which may not be shorter than 12 months from the insurance inception date, except when the status of the mandatory insured person lasts for a shorter period, in accordance with the regulations on mandatory health insurance.
- (2) Exceptionally, the period of Voluntary Health Insurance may be shorter during the stay of the Insured abroad, that is, the period of insurance for the coverage of healthcare costs abroad may be shorter.

Termination of Insurance Contract**Article 10**

- (1) The insurance shall terminate upon the expiry of the agreed period.
- The insurance shall terminate even prior to the agreed period, in case of death of the Insured- as of the date of death, upon the cancellation of the Insurance Contract, and upon the nullification of the Insurance Contract.

Cancellation of the Insurance Contract**Article 11**

- (1) If the Policyholder and/or the Insured fails to pay the due premium within the agreed period and no other person does so on behalf of the Policyholder and/or the Insured, the Insurer may cancel the Insurance Contract with the Policyholder and/or the Insured upon the expiry of 30 days from the date when the Policyholder and/or the Insured has received a written notice of due and outstanding premiums.
- (2) Upon the expiry of the period referred to in paragraph 1 of the Article hereof, the Insurer may cancel the Insurance Contract unilaterally, without a cancellation period, and may initiate before the court of competent jurisdiction the procedure for the collection of due premiums and interests accrued thereon.
- (3) Prior to the expiry of the term to which the Contract has been concluded, the Insurer may cancel the Voluntary Health Insurance Contract for the person whose status of a person mandatory insured under the Voluntary Health Insurance has expired during the term of the Contract.



(4) The cancellation period and the manner of Insurance Contract cancellation shall be regulated by the special conditions of the Insurer for a particular type of Voluntary Health Insurance.

Nullification of Insurance Contract

Article 12

(1) The Insurer may request the nullification of Insurance Contract if the Insured has incorrectly reported or concealed any circumstance which is of such nature that the Insurer would not have concluded the Insurance Contract under the same conditions had he known the correct state of affairs.

Conditions for Concluding Voluntary Health Insurance Contract for Family Members of the Insured, as well as for the Group Insurance

Article 13

(1) Group Insurance is Voluntary Health Insurance concluded between the Policyholder and the Insurer selected in accordance with the law, for and on behalf of the Insured. The list of the Insureds included in Voluntary Health Insurance shall constitute an integral part of the Voluntary Health Insurance Contract.

(2) Insured persons may be the family members of the Insured, included in the Group Voluntary Health Insurance, provided that they are indicated in the Insurance Contract or in the List enclosed thereto, and provided that the premium agreed for them has been paid and that they live in the common household with the Insured.

FORMS USED BY THE INSURER IN THE MANAGEMENT OF VOLUNTARY HEALTH INSURANCE

Article 14

(1) In managing Voluntary Health Insurance, the Insurer shall use the following forms:

1. Proposal for conclusion of insurance contract (Article 15 of the Rules hereof)
2. Questionnaire on Insured's medical condition (Article 15 of the Rules hereof)
3. Insurance policy (Article 16 of the Rules hereof)
4. List of Insureds enclosed to the Policy (Article 16 of the Rules hereof)
5. Insurance document (Article 17 of the Rules hereof)
6. Notice of the occurrence of the insured event (Article 18 of the Rules hereof)
7. Certificate of provided medical services with the request for reimbursement of expenses.

Application

Article 15

(1) The Voluntary Health Insurance Contract shall be concluded based on the previous application for the conclusion of Voluntary Health Insurance Contract (hereinafter: "Application") which shall be provided to the Insured by the person wishing to conclude the Voluntary Health Insurance Contract, that is, by the Policyholder.

(2) The application shall contain relevant details of the contracting parties, that is, of the Insureds, insurance inception date, insurance waiting period and the insurance termination date, amounts and periods of insurance premium payment, maximum agreed sums insured per covered risks, and other elements important for the conclusion of the insurance.

(3) Insurance provider shall print the application on the forms.

(4) In case of group insurance, the Policyholder may submit a single application which shall contain the details of each and every person who wishes to become insured under voluntary health insurance by the insurance service provider.

(5) The proposal form shall contain the following data:

1. Logo of Dunav Insurance Company a.d.o.;
2. Name of Dunav Insurance Company a.d.o.;
3. Registered seat of Dunav Insurance Company a.d.o.;
4. Proposal number;
5. Identification data of the Policyholder;
6. Identification data of the Insured;
7. Stipulated cover level and sum insured;
8. Inception and expiry of insurance period;
9. Amount and method of insurance premium payment;
10. Date and place of drawing up an application;
11. Signatures of authorized persons of the insurer and the applicant;
12. Other important elements for contracting insurance.

(6) The Questionnaire on Insured's medical condition (hereinafter: "Questionnaire") may constitute an integral part of the proposal. The Questionnaire shall contain Insured's general identification data and questions relating to the Insured's medical condition which the Insurer finds relevant for the risk assessment.

(7) By affixing his signature to the proposal, the Policyholder shall confirm acceptance of the General and Special Terms and Conditions for a particular line of Voluntary Health Insurance. If the Policyholder and the Insured are not one and the same person, a written consent of the Insured shall be necessary for the conclusion of an insurance contract, except in case of group insurance.

Policy and Content Thereof

Article 16

(1) Insurance policy shall be the document on the contract of Voluntary Health Insurance concluded with the Insurer.

(2) As of the date of signing the Insurance Contract, the Insurer shall issue a policy.

(3) The policy of Voluntary Health Insurance shall contain the following data:

1. Logo, name, and registered seat of Dunav Insurance Company a.d.o.;
2. Policy name and number;
3. Number of proposal for Voluntary Health Insurance Contract;
4. Identification data of the Policyholder;
5. Name of the Conditions under which insurance is concluded, which are to be handed over to the Policyholder;
6. Identification data of the Insured;
7. Reference to the tariff and/or tariff group according to which insurance premium is calculated;
8. Inception and expiry date of insurance;
9. Insurance cover;
10. Sums insured- amount of the sum insured to be entered for each risk;
11. Amount, method and conditions for premium payment;
12. Place and date of policy issue;
13. Signature of the Insured and/or the Policyholder;
14. Signature of the person authorised by the Insurer;
15. Other data in accordance with the law.

(4) General Terms and Conditions of the type of Voluntary Health Insurance arranged and managed by the Insurer shall be either printed on the last page of the insurance policy or the form containing specially printed General Terms and Conditions shall be handed over to the Insured and/or Policyholder who shall confirm the receipt thereof by his or her signature.

(5) An insurance policy shall be drawn up in at least two copies, one of which shall be issued to the Insured and/or the Policyholder, and the other shall be retained by the Insurer.

(6) In case of Group Insurance, the Insurer may issue one policy that shall include all persons specified in the list which constitutes an integral part of the application and Insurance Contract and/or policy.

(7) As regards Group Insurance, the identification details of the insured person shall be entered into the list which constitutes an integral part of the policy. In such case, the Insurer may issue one policy that includes all persons indicated in the list. The list of insureds shall contain identification details of the insureds.

Document on Voluntary Health Insurance and Content Thereof

Article 17

(1) Rights under the Voluntary Health Insurance shall be exercised based on a Document on Voluntary Health Insurance (hereinafter: "Document"). The Insurer shall issue the Document to each Insured, namely, to the Insured entered in the list of insureds, not later than within 60 days from the date of policy issue. During the period until the Document has been issued, the Insured shall exercise his or her right under the concluded insurance contract based on the insurance policy, until the moment when he or she receives the Document.

(2) In the event that the Document is lost, the rights arising from insurance shall be exercised based on the policy, until the issue of a Document's duplicate. The Insurer shall issue such duplicate not later than 30 days from the date when the loss of the Document has been reported.

(3) To exercise the rights arising from Voluntary Health Insurance, the Insured included in Voluntary Health Insurance shall present to the healthcare institution, private practice or other healthcare service provider the Document based on which the rights from Voluntary Health Insurance are exercised.

(4) The Document on Voluntary Health Insurance shall contain the following:

- Logo of Dunav Insurance Company a.d.o.;
- Identification details of the Insured;
- Number of Insurance Document;
- Policy number;
- Name of the Policyholder,
- Validity period of the Document.

Notification of the Occurrence of the Insured Event

Article 18

(1) Notification of the occurrence of the insured event shall contain the details relevant for the claim settlement:

- logo, name and registered seat of Dunav Insurance Company a.d.o.;
- Policy/Document number;
- identification details of the Insured;
- date, month and year of the occurrence of the insured event;
- name of healthcare institution where the treatment was provided;
- date and place where the form was completed;
- signature of the Insured;
- other details relevant for the claim settlement



(2) Claim decision deadline shall be 14 days following the date when the complete set of supporting documents has been received.

The Amount of Premium for Particular Types of Voluntary Health Insurance or Insurance Policy

Article 19

(1) Insurance premium shall be a pecuniary amount paid to the Insurer by the Insured and/or the Policyholder of Voluntary Health Insurance in accordance with the concluded Insurance Contract and shall contain an operating premium and expense loading. Operating premium shall be comprised of technical premium and loss prevention contribution. Technical premium shall be used to cover the costs incurred in connection with the provision of healthcare services.

(2) Insurance premium shall be determined by the Insurer in accordance with the regulations and effective premium tariffs of Voluntary Health Insurance. The Contract shall stipulate the amount and method of insurance premium payment.

(3) Taking into account the risk to which the Insured is exposed, that is, taking into account the age of the Insured at the moment of submitting the application, gender, bonus, malus, medical condition of the insured and/or morbidity and mortality tables, the premium for a particular type of Voluntary Health Insurance of the Insurer shall be the same for all Insureds covered by such Voluntary Health Insurance who carry the same level of risk.

(4) The Policyholder shall be obliged to pay the insurance premium to the insurance service provider within the deadlines set in the Contract of Voluntary Health Insurance and/or insurance policy.

Rights and Duties of the Policyholder and the Insured

Article 20

(1) The Policyholder and/or the Insured shall exercise their rights pursuant to the concluded Insurance Contract and General and Special Insurance Terms and Conditions.

Article 21

(1) The Policyholder and/or the Insured shall duly pay the premium to the Insurer upon the maturity thereof, within the deadlines set in the insurance contract and/or policy.

(2) When concluding the insurance contract, the Policyholder and/or the Insured shall report to the Insurer any circumstances relevant for the risk assessment which are known or could not have stayed unknown to him.

(3) The Policyholder and/or the Insured shall return to the Insurer the Insurance Document relating to persons who, prior to the expiry of the insurance contract, lost their status of the insured persons.

Obligations of the Insurer

Article 22

(1) The Insurer shall be obliged to enable the persons insured under Voluntary Health Insurance to exercise the rights stipulated under the insurance contract, as well as the rights stipulated under the Insurer's General and Special Terms and Conditions for a particular line of insurance and/or combination of insurance lines.

(2) To the persons insured under Voluntary Health Insurance, the Insurer shall ensure the provision of healthcare services in healthcare institutions, private practices, or other providers of healthcare services with whom he has concluded contracts on healthcare service provision stipulating the method of providing healthcare services. The list of healthcare providers shall be posted on the website of the Insurer.

(3) Pursuant to the Insurance Contract and/or the Policy and the Special Terms and Conditions, the Insurer shall be obliged to reimburse to the healthcare service provider with whom the Insurer has concluded the contract for the provision of healthcare services or to the Insured, the expenses or part thereof incurred when exercising the rights under the Insurance Contract.

(4) The sum insured and the agreed scope of services indicated in the policy shall represent the upper limit of Insurer's liability under the concluded Insurance Contract.

(5) The Insurer shall pay out the insurance indemnity, that is, reimburse the costs of medical treatment within 14 days from the date when the Insurer has established its liability and amount thereof.

(6) The Insurer shall be obliged to pay to the Insured's successors the pecuniary compensations that are due for payment but have remained unpaid due to death of the Insured, in accordance with the law.

Article 23

(1) The Insurer's liability shall be reduced in proportion between the paid insurance premium and the premium that should have been paid according to the actual risk, if the right to compensation is a consequence of a medical condition that was incorrectly reported at the time of the conclusion of the Insurance Contract.

Article 24

(1) The Insurer shall not be obliged to pay out insurance indemnity or reimburse the costs of medical treatment in the following cases:

1. if the Policyholder and/or the Insured has provided incorrect or untrue data or has concealed material circumstances relevant for the conclusion of the insurance contract;

2. if the Policyholder and/or the Insured neither pays the due premium until the agreed deadline nor any other person does so on his or her behalf;

3. in the event of Policy and/or Document misuse;

4. if the scope of the agreed healthcare services and the amount of expenses and sums insured are exceeded;

5. if the claim is based on false data and false documents.

(2) Special Terms and Conditions of the Insurer for an individual line of Voluntary Health Insurance or combination of parallel, supplementary and/or private voluntary health insurance shall define exclusions that are specific to that insurance line and are connected therewith.

Complaint of the Insured

Article 25

(1) The Insured who is dissatisfied with the decision regarding the claim shall have the right to file a complaint to the Insurer.

OTHER MATTERS RELEVANT FOR THE VOLUNTARY HEALTH INSURANCE ORGANISATION AND MANAGEMENT

Details of the Insured Persons

Article 26

(1) The Insurer shall collect, check, process, keep as a trade secret and use the personal data of the Insured persons that are necessary for the conclusion of the insurance contract in accordance with the law governing personal data protection.

Prohibition of Requesting Genetic Information

Article 27

(1) When concluding voluntary health insurance contract the Insurer may not request from the person who shows a clear intent to enter into the voluntary health insurance contract with the Insurer or from his or her relatives regardless of the line of descent and the degree of kinship the genetic information or the results of genetic tests for particular hereditary diseases.

Providing Information

Article 28

(1) The Insurer shall timely provide to the Insured all information and necessary documents and/or excerpts thereof kept by the Insurer which relate to the Voluntary Health Insurance Management and which are relevant for exercising the rights arising from Voluntary Health Insurance, as well as the information regarding the healthcare institutions, private practices, or other healthcare service providers where the Insured can exercise such rights, except for the information which represents a trade secret in accordance with the law.

(2) The Insurer shall provide to the Insured the information referred to in paragraph 1 of the Article hereof free of charge.

Non-Assignable Rights and Obligations Arising from Voluntary Health Insurance

Article 29

(1) The rights arising from Voluntary Health Insurance may not be assigned to other persons or inherited by such persons.

(2) Exceptionally from paragraph 1 of the Article hereof, inherited may be pecuniary compensations due for payment that remained unpaid due to the death of the Insured covered by Voluntary Health Insurance.

Article 30

(1) These Rules may be amended according to the procedure and in the manner in which they have been adopted.

Article 31

(1) The Rules hereof shall be posted on the website of the Insurer.

(2) After these Rules come into force, the Rules on Voluntary Health Insurance shall cease to be effective (Company Journal number 42/09).

(3) The Rules hereof shall come into force on the date of their adoption.

THIS ISSUE OF RULES SHALL BE APPLICABLE AS OF 26 DECEMBER 2018.