

# GROUP EMPLOYEE INSURANCE TERMS AND CONDITIONS – ACCIDENT, WORK-RELATED INJURIES AND OCCUPATIONAL DISEASES



DEFINITIONS



IMPORTANT DOCUMENTS



CAUTION



ATTENTION!



SUM INSURED PREMIUM



## GENERAL PROVISIONS

### Article 1.

- 1.1. These Group Employee Insurance Terms and Conditions - Accident, Work-Related Injuries and Occupational Diseases (hereinafter: Terms and Conditions) are a part of the group employee insurance contract (policy) signed between the Policyholder and GENERALI OSIGURANJE SRBIJA A.D.O.
- 1.2. After taking out the policy, the Policyholder is required to inform all the insured persons of the content of these Terms and Conditions.



## GLOSSARY

### Article 2.

Certain terms used herein shall have the following meaning:

- **INSTITUTE OF OCCUPATIONAL HEALTH** – „Dr Dragomir Karajović“ in Belgrade, Institute of Occupational Health Novi Sad (Zavod za zdravstvenu zaštitu radnika Novi Sad), Institute of Occupational Health Niš (Zavod za zdravstvenu zaštitu radnika Niš) and VMA Institute of Occupational Health (Institut za medicinu rada Vojnomedicinske akademije);
- **GROUP INSURANCE** – a minimum of 10 employees/persons hired to work. If the Policyholder has less than 10 employees, insurance is available only if all employees are insured;
- **FINAL CALCULATION** – the calculation of the premium based on the change in the number of insured persons during the policy period. For the final calculation, the Policyholder is required to provide Generali osiguranje with information on the number of employees by month for the past insurance year and, upon request, access to the documentation from which the same can be determined. Based on the final calculation, Generali osiguranje shall issue an additional invoice if the number of employees has increased or a credit memo if the number of employees has decreased;
- **BENEFICIARY** – the person to whom the sum insured or its part is paid (legal heirs/guardians of the Insured or the person named by the Insured as the Beneficiary);
- **INDEMNITY** – the amount that Generali osiguranje pays to the Insured or to the Beneficiary if an accident covered by the insurance occurs;
- **SUM INSURED** – the maximum amount the Insurer pays for a certain coverage, indicated in the policy separately for each coverage;
- **INSURED** – an employee or a person hired to work aged from 14 to 75 for whom the insurance premium has been paid, as well as the members of the Insured's family if they are included in the policy and are on the list of family members;
- **INSURER** – GENERALI OSIGURANJE SRBIJA A.D.O. (hereinafter: Generali osiguranje);
- **POLICY** – a document proving that the insurance contract has been signed;
- **INSURANCE PREMIUM** – the amount paid under the policy to Generali Osiguranje by the Policyholder;
- **REMOTE WORK** – work that the employee performs using information and communication technologies from a space that is not the employer's premises and which is not under the direct control of the employer;
- **WORK FROM HOME** – work that the employee performs for the employer using information and communication technologies from the place of permanent and/or temporary residence, or another place of residence, that is not under the direct control of the employer;
- **LIST OF FAMILY MEMBERS** – a list containing the first and last name, personal ID number/date of birth, as well as the first and last name and relationship with the insured employee to whose family these persons belong, which is an integral part of the policy;

- **LIST OF EMPLOYEES** – a list containing the first and last name and personal ID number/date of birth which is an integral part of the policy;
- **POLICYHOLDER** – an employer or other legal entity with whom the Insured has an employment contract or who has an interest in taking out the policy;
- **WORKING HOURS** – means the accidents that occur:
  - during regular work activities;
  - while commuting from home to work and from work to home;
  - when performing the tasks ordered by the Policyholder, such as business trips, meetings, trainings, seminars, conferences, workers' meetings;
  - as well as volunteering with the Policyholder;
- **FAMILY MEMBERS** – a spouse or common-law partner and children of the Insured up to the age of 18, and school children and students up to the end of the compulsory education, up to the age of 26. Insurance for family members complies with the validity term of the insurance and the amount of the sums insured for the employee whose members are insured under the same policy.



## TAKING OUT A POLICY

### Article 3.

3.1. A policy can be taken out:

- based on the Policyholder's records, if the policy covers all employees and persons hired by the Policyholder;
- based on the list of employees. In this case, any change in the personnel structure of the employees/insured must be reported to Generali osiguranje.

## WHAT IS CONSIDERED AN ACCIDENT

### Article 4.

4.1. An accident is any unexpected, unforeseen event not under the control of the Insured, caused by an external impact on the Insured's body, which causes a physical injury that leads to a bone fracture, total or partial permanent disability, incapacity to work, health impairment that requires medical assistance, death or other consequences provided for hereunder.

4.2. Accidents include:

1. suffocation/choking	7. poisoning by chemical agents	13. rupture of joints
2. collision	8. infection of the wound caused by an accident	14. fracture of healthy bones
3. impact caused by an object	9. burns	15. wounds caused by weapon
4. electric shock or lightning strike	10. drowning and sinking	16. animal bite or impact
5. fall	11. muscle rupture	17. traumatic hernia that occurs due to an external mechanical force on the abdominal wall and leads to an injury to the soft parts of the abdominal wall in that area, confirmed by a doctor
6. slipping	12. dislocation	

4.3. Accidents do not include:

1. any illness, including mental illnesses	5. any spinal column disease	9. unhealthy bone fracture
2. hernias, except the ones caused by a trauma	6. retinal detachment (ablatio retinae), unless caused as a direct injury to the healthy eye	10. consequences of a heart attack (infarction) or a stroke
3. infections and diseases as a result of cutting or tearing calluses and other hard skin growths	7. consequences of the most severe complication of alcoholism (delirium tremens) and the effects of drugs	
4. severe allergic reactions, anaphylactic shock, unless they occur during the treatment of the consequences of an accident	8. consequences of medical procedures due to illness, except in the case of proven medical staff error (vitium artis)	

## WHEN IS GENERALI OSIGURANJE REQUIRED TO MAKE A PAYMENT?

### Article 5.

Depending on what is stipulated in the policy, Generali shall pay the indemnity:

- if an accident occurred during work or
- if an accident occurred at any time (24/7) during the period of insurance, worldwide.

#### 5.2. Generali's liability shall start at midnight on the day:

- indicated in the policy as the insurance inception date, if the insurance premium has been paid by that date, unless otherwise indicated in the policy;
- for the persons hired after the insurance start date indicated in the policy, on the date of commencement of their employment, if the policy is stipulated based on personnel records. In this case, the premium for new employees is paid based on the final calculation upon expiration of the insurance policy;
- when the Policyholder registers a new employee and pays a premium for them, and the policy is stipulated based on the list of employees.

#### 5.3. Generali's liability shall end at midnight on the day:

- indicated in the policy as the insurance expiration date
- when the Insured is no longer employed or working for the Policyholder. In this case, the premium refund for these persons is made based on the final calculation upon expiration of the insurance policy;
- termination of deduction from salary if under the insurance contract the premium is paid by the employee through deduction from salary, the policy termination is carried out based on the insured employees' prior consent;
- death of the Insured occurs;
- 100% disability of the Insured occurs;
- when the Insured becomes unable to work and mentally ill;
- at the end of the insurance year in which the Insured turns 75.

If the client terminates the contract for which they have a long-term insurance discount included in the insurance premium, they must repay to the Insurer the difference between the premium and the granted discount.

### Article 6.



#### 6.1. WHICH CONSEQUENCES OF AN ACCIDENT ARE COVERED?

##### MANDATORY COVERAGE

- • Permanent disability
- • Death

##### OPTIONAL ADDITIONAL COVERAGE

- • Daily benefit
- • Reimbursement of costs of medical treatment and daily hospital benefit
- • Accidental bone fracture
- • Surgical procedure due to an accident
- • Death due to a traffic accident
- • Work-related injury
- • Occupational disease

#### 6.2. PERMANENT DISABILITY

- 6.2.1. Disability is the result of an accident, specified in the disability table. The Disability Table is a table for determining the percentage of disability under the policy, indicated on the insurance policy.
- 6.2.2. If a permanent disability occurs as a result of an accident, the Insurer shall be required to pay a percentage of the sum insured in case of disability based on the Disability Table. The degree of disability is determined by an expert from Generali osiguranje based on the submitted medical and other documentation.
- 6.2.3. If a consequence of the accident is not included in the Disability Table, the percentage of permanent disability shall be determined based on a similar damage referred to in the Disability Table.
- 6.2.4. When determining the percentage of disability due to an accident, the following is not taken into account:
  - a personal feeling of decreased muscle strength, pain and swelling at the location of injury;
  - personal ability, social position or occupation (professional ability) of the Insured.
- 6.2.5. If, due to an accident, the previous disability has increased, Generali osiguranje shall pay the difference between the previous disability and the new disability.
- 6.2.6. If several organs have been injured in one accident or if there were multiple injuries to certain limbs, organs or the spine, the percentages of disability are added up for each organ, or part of the organ.

- 6.2.7. If the sum of percentages of disability due to one accident is more than 100%, the liability of Generali osiguranje shall be equal to the stipulated sum insured for 100% disability.
- 6.2.8. The percentage of disability is determined after the treatment is completed.
- 6.2.9. If, based on the medical documentation, it is indisputable that a certain percentage of disability will be permanent, Generali osiguranje shall immediately pay the amount of the indisputable percentage, but no more than 50% of the contracted sum insured for permanent disability.
- 6.2.10. If the doctor predicts that the condition will remain the same after three years from the date of the accident, the condition on the date of the accident shall be considered final.
- 6.2.11. The Beneficiary of the permanent disability benefit is the Insured. If the member of the Insured's family who is the Beneficiary is a minor, the benefit is paid to their parents or guardian.

#### **6.2.A. WHAT CAN BE INCLUDED WITH AN ADDITIONAL PAYMENT OR PREMIUM REDUCTION?**

- 6.2.A.1. A progressive calculation of disability benefit can be included with an additional premium payment only if indicated in the insurance policy.

% of Disability	Amount of Indemnity	Insurer's Liability
up to 50%	1 (single)	50% of the sum insured
For each percentage from 50% to 75%	2 (double)	100% of the sum insured
For each percentage from 75% to 99%	4 (quadruple)	196% of the sum insured
100%	2 (double)	200% of the sum insured

- 6.2.A.2. Exclusion of a certain percentage of disability can be stipulated with the reduction of the premium, only if this is indicated in the insurance policy. If the percentage of disability due to an accident is equal to the percentage indicated in the policy or is lower, Generali osiguranje shall not be required to pay the sum insured. Any percentage of disability beyond the agreed exclusion shall be paid based on the Table stipulated under the policy..

#### **6.3. ACCIDENTAL DEATH**

- 6.3.1. Generali osiguranje is required to pay the stipulated sum insured in the event of the Insured's accidental death.
- 6.3.2. In the event of the Insured's accidental death, the sum insured shall be paid to the legal heirs or to the person named by the Insured as the Beneficiary. If the Insured is a minor, the indemnity shall be paid to the Insured's parents/guardians.
- 6.3.3. If the death of the Insured occurs within three years:
  - as a result of an accident that occurred during the term of the policy, Generali osiguranje shall pay the sum insured for accidental death;
  - due to any other cause, and the degree of disability as a result of the accident that occurred during the policy period was not determined, Generali osiguranje shall pay the indemnity for permanent disability. The percentage of disability is determined based on the medical documentation, and the indemnity is paid to the legal heir/Beneficiary.

#### **6.4. DAILY BENEFIT**

- 6.4.1. It is stipulated in an insurance policy, where the amount of a daily benefit is indicated.
- 6.4.2. It is paid if the accident or the occupational disease diagnosis, if this coverage is included, results in sick leave.
- 6.4.3. Generali osiguranje shall pay to the Insured the stipulated amount for each day of sick leave based on the medical report from the public healthcare facility on its duration or the recommendation by a doctor from a private practice with a notarized certificate from the employer stating the period of sick leave.
- 6.4.4. If the Insured is a family member (child), Generali osiguranje shall pay the stipulated amount for each day of absence from classes in accordance with the medical report of the public healthcare facility on its duration or the recommendation by a doctor from a private practice with a notarized certificate about the period of absence issued by a pre-school/school/college.
- 6.4.5. Generali osiguranje shall pay the indemnity for up to 200 days during the one-year period of the policy. If the insurance lasts less than one year, the number of days shall be proportionally reduced.
- 6.4.6. In the case of work from home or remote work, if the Insured does not have a certificate of temporary work incapacity issued by a doctor – doctor's certificate of illness, doctor's and employer's certificate - payment of the daily benefit is not possible.
- 6.4.7. It can be negotiated with a waiting period, which is specified in the policy. The waiting period is the number of days for which Generali osiguranje does not pay the indemnity if the work incapacity has lasted less. After that period, Generali osiguranje shall pay the indemnity for each day of inability to work.

6.4.8. If the inability to work or to attend classes for a member of the Insured's family (child) was extended due to any other reasons, Generali osiguranje shall pay the indemnity only for the duration of the inability caused by the accident. If the member of the Insured's family who is the Beneficiary is a minor, the benefit is paid to their parents or guardian.

6.4.9. Temporary work incapacity can be contracted with the payment of a daily benefit:

- for each day of temporary work incapacity, unless otherwise stated in the policy;
- for a predetermined number of days of treatment for the consequences of an accident, based on the Table for determining the number of days of treatment for the consequences of an accident (hereinafter: Daily Benefit Table), regardless of the actual duration of treatment, which must be indicated in the insurance policy. If, as a result of one accident, the Insured suffers two or more consequences set forth in the Daily Benefit Table, Generali osiguranje shall pay the benefit only for the consequence for which the Daily Benefit Table provides the highest number of treatment days. The Insurer recognizes only those consequences of an accident that are set forth in the Daily Benefit Table.

## 6.5. COSTS OF TREATMENT

6.5.1. These include the coverage of the actual and necessary costs of treatment of injuries resulting from an accident, or occupational diseases diagnosis, if stipulated, prescribed by a physician, paid by the Insured and incurred:

- no later than one year from the date of the accident;
- In public healthcare facilities (copayment for inpatient treatment, surgical procedures, etc.) including rehab facilities;

The costs of treatment also include:

- the costs of medicines bought in pharmacies,
- the costs of crutches and orthopedic aids (orthoses) bought in a private healthcare facility.

6.5.2. Generali osiguranje's liability shall not exceed the sum insured for the costs of treatment stipulated in the policy.

6.5.3. If the Insured holds medical expenses insurance under several policies, they can exercise the right to indemnity only once, based on the receipt they submit.

6.5.4. The costs of treatment shall be reimbursed to the Insured or a parent/guardian if the Insured is a minor, or to a person who proves that they have paid the said costs by submitting a receipt, up to the amount of the stipulated sum insured.

6.5.5. For a spa rehab a rejection by the RFZO (National Health Insurance Fund) is also required.

6.5.6. The costs of accommodation at a spa (off-site), residence tax, and food costs are not covered by insurance.

## 6.6. DAILY HOSPITAL BENEFIT

6.6.1 A daily hospital benefit is the fee for each day spent in a hospital or a rehab medical facility as directed or recommended by a doctor (orthopedist, physiatrist, etc.), for up to 30 days over the course of one year, due to an injury resulting from an accident. If the period of insurance is less than one year, the number of hospital days for which the benefit is paid is proportionally reduced.

6.6.2 The amount of reimbursement for a daily hospital benefit is stipulated in the policy.

6.6.3 Generali osiguranje's liability for the costs of treatment and hospital daily benefits resulting from an injury due to an accident shall not exceed 100% of the stipulated sum insured for the costs of treatment, and can be used no longer than one year from the date of the accident.

6.6.4 The Beneficiary of the daily hospital benefit is the Insured.

6.6.5. If the member of the Insured's family who is the Beneficiary is a minor, the benefit is paid to their parents or guardian.

## 6.7. ACCIDENTAL BONE FRACTURE

6.7.1. A bone fracture means a fracture of a healthy bone that occurred as a result of an accident. The sum insured for bone fracture is indicated in the policy.

6.7.2. **WHAT IS NOT COVERED BY BONE FRACTURE COVERAGE**  
Generali osiguranje shall not be liable if a pathologically altered bone is broken (pathological fractures) due to one of the following systemic diseases:

1. rickets	4. bone metastases	7. bone tuberculosis
2. osteomalacia	5. osteomyelitis	8. other bone diseases
3. primary bone tumors	6. echinococcus	9. disorders of calcium and phosphorus metabolism and similar conditions, or due to local bone diseases such as bone cysts

### 6.7.3. TYPES OF REIMBURSEMENTS FOR BONE FRACTURE

- a. One-time payment
  - Generali osiguranje shall pay 100% of the sum insured regardless of the type of fracture and without applying the Bone Fracture Table;
  - One fracture is covered during a single policy period.
- b. Payment based on the Bone Fracture Table
  - Depending on the type of fracture, Generali osiguranje shall pay a percentage of the sum insured for a bone fracture under the insurance policy that corresponds to the percentage set out in the Bone Fracture Table.
  - If, as a result of an accident, the bones of the hand, foot and kneecap are broken, Generali osiguranje shall pay 20% of the stipulated sum insured for a bone fracture, regardless of the type of fracture, notwithstanding the Bone Fracture Table.
  - Generali osiguranje's liability for all insured events during the policy period shall not exceed 100% of the stipulated sum insured for bone fracture coverage.
  - Generali osiguranje can pay to the Insured a maximum of two fractures of the same bone throughout an insurance contract.

### BONE FRACTURE TABLE

Type of Fracture	Description of Fracture	Indemnity as Percentage of the Sum Insured
Simple rupture	Partial bone discontinuity in one level	10%
Complex rupture	Partial bone discontinuity in one level affecting joint surfaces	20%
Simple single fracture	Complete bone discontinuity in one level	30%
Complex single fracture	Complete bone discontinuity in one level which is open and/or fracture affecting joint surfaces and/or with fragment dislocation	60%
Simple segmental fracture	One bone fracture in two or more places	40%
Complex segmental fracture	Fracture of one bone on two or more places which is open and/or fracture affecting joint surfaces and/or with fragment dislocation	70%
Simple comminuted fracture	Several fragments of one bone pressed into each other (bone crushing)	90%
Complex comminuted fracture	Several fragments of one bone pressed into each other (bone crushing), as well as if there is an open fracture and/or a fracture affecting joint surfaces and/or fragment dislocation	100%
Simple multiple fracture	Fracture of two or more bones on one part of the body (bones of the head, chest, arm, leg, spine, pelvis)	50%
Complex multiple fracture	Fracture of two or more bones on one part of the body (bones of the head, chest, arm, leg, spine, pelvis) as well as if there is an open fracture and/or fracture affecting joint surfaces and/or dislocation of fragments	80%
Polytrauma	Fracture of two or more bones in at least two different parts of the body (bones of the head, chest, arm, leg, spine, pelvis) - the Insurer's liability is determined by adding up the amount of indemnity percentages for each fracture within the polytrauma, up to 100% of the sums insured provided in the policy in case of bone fracture	

### 6.7.4. In the case of indemnity for accidental bone fracture, the Beneficiary is the Insured

## 6.8. SURGICAL PROCEDURES

- 6.8.1. A surgical procedure means the surgery performed
  - due to accidental injury that occurred during the insurance period,
  - no later than one year from the date of the accident;
- 6.8.2 The sum insured for surgical procedures is indicated in the policy.
- 6.8.3. **CATEGORIES OF SURGICAL PROCEDURES**

### 1) Category ONE:

- a. a. transosseous traction (that stabilizes the bone)

The liability of Generali osiguranje is 25% of the sum insured for a surgical procedure.

**2) Category TWO:**

- a. only the closed injuries and closed fractures of large joints and tubular bones, i.e. injuries of the shoulder, elbow, wrist, hip, knee and ankle joints, except isolated breaks and injuries of soft tissue structures (ligaments, tendons, muscles), closed injuries and closed fractures of the main tubular bones (upper arms, forearms, femurs and tibias), when those injuries and fractures require the Insured to undergo a surgical procedure;
- b. soft tissue injuries that result in significant loss of soft tissue even when there is no fracture, requiring a series of surgical procedures when necessary to restore the function;
- c. 2nd and 3rd degree burns affecting 10–40% of the body surface;
- d. an injury that requires a surgical procedure that is necessary after the traumatic amputation of a finger or fingers due to an accident, regardless of the functional recovery of that finger or fingers;
- e. an injury that requires surgical procedures on the bones of the hands and feet.

Generali osiguranje is required to pay 50% of the sum insured for a surgical procedure.

**3) Category THREE:**

- a. multiple injuries that, due to their nature, require more than one surgical procedure, as recommended by a doctor;
- b. injuries to internal organs that require surgical procedures in the cranial cavity, thoracic cavity, abdomen and pelvis, or in the neck area;
- c. open injuries of large joints and open fractures of tubular bones;
- d. 2nd and 3rd-degree burns affecting over 40% of the body surface;
- e. surgeries following the fractures of facial bones with dislocation.

Generali osiguranje is required to pay 75% of the sum insured for a surgical procedure.

**4) Category FOUR – surgical procedure in case of complications**

A complication is a condition that occurred during a surgical procedure due to an accident or during the hospital treatment following that surgical procedure.

Complications include:

- a. thromboembolism;
- b. sepsis;
- c. acute cardiorespiratory disorder requiring a stay at the intensive care unit;
- d. coma lasting at least 96 consecutive hours, with the use of artificial life support systems, resulting in permanent neurological damage;
- e. surgical procedure that is necessary after the traumatic amputation of a limb due to an accident, regardless of the functional recovery of that limb;
- f. open spine surgery.

Generali osiguranje is required to pay 100% of the sum insured for a surgical procedure.

**6.8.4. THE MAXIMUM AMOUNT FOR ALL SURGICAL PROCEDURES PERFORMED DURING THE POLICY PERIOD**

The liability of Generali osiguranje for all surgical procedures shall not exceed:

- during the policy period – 100% of the sum insured, whether they are caused by one or several accidents;
- within one category – the percentage of the sum insured for that category, regardless of their number.

**6.8.5. WHAT IS NOT INCLUDED IN THE SURGICAL PROCEDURE COVERAGE**

- surgical procedures performed for the purpose of diagnosis or treatment of congenital or acquired diseases, developmental anomalies and for cosmetic reasons;
- surgical procedures that were performed due to illness or for some other reason, and not due to an injury that is a direct consequence of an accident;
- suturing of wounds and knee punctures

**6.8.6. The Beneficiary of the indemnity for the performed surgical procedure due to the accident is the Insured. If the member of the Insured's family who is the Beneficiary is a minor, the benefit is paid to their parents or guardian.**

**6.9. DEATH DUE TO A TRAFFIC ACCIDENT**

- 6.9.1. Death due to a traffic accident is the loss of life of the Insured if the Insured is in a motor vehicle, either as a driver or as a passenger, and/or an accident that occurs when the Insured enters or exits a motor vehicle.
- 6.9.2. A motor vehicle is a vehicle driven by the power of its own engine, intended for the transport of persons or objects, excluding rail vehicles and aircraft.
- 6.9.3. Generali osiguranje is required to pay the sum insured indicated in the policy in the event of the Insured's death in a traffic accident.
- 6.9.4. Payment of the sum insured in the event of death due to a traffic accident does not reduce the payment of the sum insured in the event of accidental death.
- 6.9.5. In the event of the Insured's death in a traffic accident, the sum insured shall be paid to the legal heirs or to the person named by the Insured as the Beneficiary. If the Insured is a minor, the indemnity shall be paid to the Insured's parents/guardians. If the Insured's death occurs within three years from a consequence of a traffic accident that occurred during the policy period, Generali osiguranje shall pay the sum insured for the death due to a traffic accident.

## 6.10. WORK-RELATED INJURY

- 6.10.1. A work-related injury is an injury that occurs during work (includes work from home and remote work).
- 6.10.2. Work-related injury insurance can be taken out only if accidental death insurance or disability insurance is taken out.
- 6.10.3. The sum insured in case of work-related injury is stipulated in the policy and can amount to a maximum of 5% of the sum insured agreed in case of disability.
- 6.10.4. Work-related injury Categories Table sets out which percentage of the sum insured for work-related injury will be paid for which injuries. Depending on the type of injury, the Insurer will pay the Insured a corresponding percentage of the sum insured.
- 6.10.5. The Insurer's liability for all work-related injuries during the insurance period shall not exceed 100% of the agreed sum insured for work-related injury.

### Work-related Injury Categories Table

This insurance covers	Payment percentage	This insurance doesn't cover
<b>Category ONE</b> <ul style="list-style-type: none"> <li>(1) Contusion, strain, sprain, or dislocation of:           <ul style="list-style-type: none"> <li>a) shoulder joint, b) elbow, c) wrist joint, d) hip, e) knee, f) kneecap, g) ankle joint, h) cervical spine (twitch neck injury), i) thoracic spine, j) lumbar spine</li> </ul> </li> <li>(2) Rupture of knee ligaments (partial, total)</li> <li>(3) Muscle rupture</li> <li>(4) IIa degree burns</li> <li>(5) Amputation of the nail or soft tissue of the finger, does not have to be the fingertip or the bone</li> <li>(6) Wounds that require suturing or steri strips, facial wounds that lead to scarring regardless of whether they are sutured</li> <li>(7) Damage to the cornea and conjunctiva of the eye (erosion)</li> <li>(8) Poisoning by inhalation of chemicals, gases</li> </ul>	50%	
<b>Category TWO</b> <ul style="list-style-type: none"> <li>(1) Fracture of the bones of the hand, foot and kneecap</li> <li>(2) Broken tooth</li> <li>(3) Electric shock</li> <li>(4) Lung contusion, without the lung function impairment</li> <li>(5) Hemothorax, without the lung function impairment</li> <li>(6) Pneumothorax, without the lung function impairment</li> </ul>	70%	A bone fracture caused by force on a bone that has already suffered from: <ul style="list-style-type: none"> <li>(1) rickets</li> <li>(2) osteomalacia</li> <li>(3) disorders of calcium and phosphorus metabolism and similar conditions, or due to local bone diseases such as bone cysts</li> <li>(4) primary bone tumors</li> <li>(5) bone metastases</li> <li>(6) osteomyelitis</li> <li>(7) echinococcus</li> <li>(8) bone tuberculosis</li> <li>(9) other bone diseases</li> </ul>
<b>Category THREE</b> <ul style="list-style-type: none"> <li>(1) Bone fracture, except fractures from the previous category</li> <li>(2) Subarachnoid hemorrhage</li> <li>(3) Subdural or epidural hematoma</li> <li>(4) Brain contusion</li> </ul>	100%	

## 6.11. OCCUPATIONAL DISEASE

6.11.1. An occupational disease is a disease diagnosed by the Institute for Occupational Health over the course of the policy period, caused by a longer direct impact of the work processes and workplace conditions, that is, the work performed by the Insured.

The following is considered an insured event:

- diagnosing the Insured's occupational disease (based on the List of Occupational Diseases). Regardless of the number of diagnoses, Generali osiguranje's liability shall not exceed 100% of the sum insured;
- organ damage or bodily harm to the Insured due to an occupational disease, when the Insured suffers a loss, significant damage or significant disability of certain organs or body parts, which hinders the Insured's regular activity and requires greater efforts in daily life. Regardless of the number of diagnosed organ damages or bodily harm, Generali osiguranje's liability shall not exceed 100% of the sum insured;

6.11.2. The following are not considered occupational diseases:

- illness or injury caused by a chronic illness that is not related to the impact of harmful substances at the workplace;
- illness that occurred due to congenital predisposition, anomalies and deformities that may result in illness;
- an illness that is a result of the Insured's work activities for an employer that did not take out an insurance policy for that Insured.

6.11.3. The sums insured in case of a diagnosis of an occupational disease and bodily harm and/or organ damage due to an occupational disease are indicated in the policy.

If the bodily harm/organ damage was caused by an occupational disease, the Insured is entitled to the sums insured on both grounds.

### The Beneficiary of the related compensation in case of occupational disease is the Insured.

Jobs and workplaces, as well as the conditions for recognition of the disease, are determined in compliance with the current occupational diseases regulations.



## LIST OF OCCUPATIONAL DISEASES

1.0. DISEASES CAUSED BY A CHEMICAL		
1.1. Metals and metalloids		
1. Poisoning with lead or its compounds	8. Poisoning with manganese or its compounds	15. Poisoning with zinc or its compounds
2. Poisoning with mercury or its compounds	9. Poisoning with beryllium or its compounds	16. Poisoning with copper or its compounds
3. Poisoning with arsenic or its compounds	10. Poisoning with cadmium or its compounds	17. Poisoning with aluminum or its compounds
4. Poisoning with thallium or its compounds	11. Poisoning with selenium or its compounds	18. Poisoning with cobalt or its compounds
5. Poisoning with platinum or its compounds	12. Poisoning with vanadium or its compounds	19. Poisoning with tin or its compounds
6. Poisoning with osmium or its compounds	13. Poisoning with chromium or its compounds	20. Poisoning with antimony or its compounds
7. Poisoning with phosphorus or its compounds	14. Poisoning with nickel or its compounds	
1.2. Gases		
21. Poisoning with halogen elements and their compounds - including fluorine and phosgene	23. Poisoning with nitrogen compounds, including ammonia	25. Poisoning with cyanide or its compounds
22. Poisoning with sulfur or its compounds	24. Carbon monoxide poisoning	
1.3. Solvents		
26. Aliphatic hydrocarbon poisoning	29. Poisoning with halogenated hydrocarbon derivatives	32. Isocyanate poisoning
27. Poisoning with cyclic hydrocarbons or their homologues	30. Carbon disulfide poisoning	33. Acrylonitrile poisoning
28. Poisoning with nitro and amino derivatives of hydrocarbons	31. Poisoning with alcohols or esters or aldehydes or ketones	

<b>1.4. Pesticides</b>		
34. Poisoning with pesticides that are not covered under other points		
<b>2.0. DISEASES CAUSED BY PHYSICAL FORCE</b>		
35. Diseases caused by ionizing radiation	38. Noise-induced hearing damage	41. Carpal tunnel syndrome
36. Diseases caused by non-ionizing radiation, including ultraviolet and infrared radiation	39. Diseases caused by vibrations transmitted to the hands and vibrations transmitted to the whole body	42. Nerve paralysis due to overexertion and prolonged pressure
37. Diseases caused by increased or decreased atmospheric pressure	40. Chronic tenosynovitis (hand and wrist), joint bursitis (olecranon and prepatellar) caused by overexertion and prolonged pressure	43. Damage to the meniscus due to prolonged burden in a non-physiological position
<b>3.0. DISEASES CAUSED BY BIOLOGICAL FACTORS</b>		
44. Imported diseases caused by viruses, bacteria and parasites	46. Viral hepatitis (except HAV)	48. Tuberculosis
45. Anthroponosis	47. Parenteral infection caused by the AIDS virus (AIDS)	49. Tetanus
50. Diseases caused by direct contact with other biological agents at work that are not listed above and for which there is scientific/literal evidence or for which there is evidence from practice		
<b>4.0. LUNG DISEASES</b>		
51. Pulmonary silicosis	55. Pneumoconiosis caused by hard metal	59. Exogenous allergic bronchiolo-alveolitis
52. Silico-tuberculosis	56. Pneumoconioses caused by non-fibrogenic dust/fibers	60. Diseases of the upper respiratory tract
53. Lung asbestosis	57. Byssinosis of the lungs Cannabiosis Bagasse	61. Chronic obstructive bronchitis
54. Coal miner's pneumoconiosis	58. Bronchial asthma	
<b>5.0. SKIN DISEASES</b>		
62. Contact and irritant dermatitis	63. Recurrent urticaria	
<b>6.0. MALIGNANT DISEASES</b>		
64. Malignant diseases		



## WHAT IS NOT COVERED UNDER THIS INSURANCE PLAN

### Article 7.

- 7.1. Generali osiguranje shall not be liable if the accident occurred as follows:
  1. to persons who are deprived of business capacity, as well as those mentally ill;
  2. to persons who have congenital or acquired defects, defects or diseases due to which their general working capacity is reduced by more than 50%, based on the Disability Table referred to herein, which is an integral part of the insurance contract;
  3. as a result of a natural disaster, Acts of God, epidemic or pandemic;
  4. as a result of war, terrorism, vandalism, demonstrations, protests, and participation of the Insured in riots of any kind or actions involving weapon, unless the Insured's participation in these events was a part of their job;
  5. due to active participation in a physical confrontation, except in a proven case of self-defense;
  6. when the Insured intentionally causes an accident or self-harm;
  7. if the Beneficiary intentionally caused the death of the Insured (if there are several beneficiaries, only the Beneficiary who intentionally caused the death of the Insured is excluded);
  8. as a result of active participation in committing a criminal offense;
  9. as a result of circumstances that the Insured intentionally failed to report or reported incorrectly;
  10. when driving motor vehicles and other vehicles under the influence of drugs, alcohol above the legal limit or without the relevant license;
  11. if the Insured does not act in accordance with the traffic regulations;
  12. while the Insured is riding in a vehicle that doesn't have a license for use, or the driver doesn't have a valid license or permit;
  13. as a result of radiation, ionizing radiation or nuclear force;
  14. as a result of the use of poison, drugs, alcohol or medication abuse;
  15. as a result of the Insured's non-compliance with medical advice and instructions;
  16. due to events caused by mental illnesses of the Insured;

17. as a result of a medical procedure undertaken by a doctor who doesn't have a medical license;
18. as a result of AIDS or HIV infection;
19. as a result of a cosmetic procedure, at the request of the Insured;
20. as a direct result of engaging in high-risk occupations, activities, and sports from the list of high-risk activities, sports and occupations.

LIST OF HIGH-RISK ACTIVITIES AND SPORTS
Activities related to speleology, mountain climbing, orienteering, sport climbing, free climbing, mountain biking, various expeditions, and other adventure activities on land, in water, and in the air
Activities related to training, racing, or test-driving of motor vehicles, bicycles, watercraft and aircraft
Activities related to paragliding, skydiving, hang gliding, free jumping, bungee jumping, microlighting and sailing, acrobatics, trapeze activities
Extreme sports competitions and training, including skiing, snowboarding, water skiing, acrobatic skiing, jumps from a height, horseback riding and bobsleigh
Training and taking part in sports competitions as a registered member of a sports organization, namely: boxing, kickboxing, muay thai and other martial arts
Driving a quad bike
Spearfishing and diving (amateur divers at depths of over 40m)
Handling pyrotechnics, ammunition, and explosives except in cases where it is required by official duty (police, army)
Travels to polar regions and expeditions
Practicing any other sports and similar physical activities that carry a high life and health risk, in particular, those requiring protective equipment or involving the use of special equipment

#### 7.2. **Generali osiguranje shall not be liable if death in a traffic accident occurred due to:**

1. Loading and unloading of goods from a truck or trailer, when performing work and tasks and when operating a vehicle that is in direct contact with traffic in places where this is not permitted, as well as without a work order issued by the employer;
2. Operating a vehicle unbeknown to or without the written consent of the owner of the motor vehicle (unauthorized use);
3. Use of the vehicle:
  - for transporting radioactive substances and other hazardous substances, if the insured event is directly or indirectly the result of breaking the core or radiation or spilling (leakage) of hazardous substances;
  - for transporting persons in a place that is not intended for the transportation of persons;
  - which is overloaded, i.e. the number and weight of items in the vehicle exceed the limit for which that vehicle was registered;
  - which is not registered, or is not subject to mandatory vehicle registration in accordance with the law, or if the registration has expired;
  - which is used for the preparation, attempt or execution of a crime, as well as when fleeing after committing a crime.
4. The liability of Generali osiguranje is excluded if the insured person participated in traffic as a pedestrian, as well as if the accident occurred for a reason that is not considered a traffic accident.

#### 7.3. **Generali osiguranje shall not be liable if organ damage is diagnosed as a result of an occupational disease:**

1. if the Insured intentionally caused an occupational disease;
2. if the occupational disease occurred due to failure to use personal protection equipment at work;
3. if the Insured did not follow the workplace health and safety measures required by the employer;
4. if an employee working at a high-risk workplace did not regularly and timely meet the requirement of undergoing a medical exam, as instructed by the employer;
5. as a result of the Insured causing an occupational disease through acute drinking, the use of narcotics or psychotropic substances;
6. due to hidden, negligent, or irresponsible behavior at the workplace;
7. if the employee is not professionally trained to carry out the tasks at the workplace.
8. if the process of determining, i.e. reporting the employee's occupational disease to the Policyholder (employer) by the employee has started before the signing of the insurance contract, regardless of whether the occupational disease was diagnosed after the conclusion of the insurance contract;
9. if the Insured intentionally impedes recovery, i.e. rehabilitation (e.g. refuses recommended hospital treatment, does not adhere to the prescribed method of treatment, etc.).

### WHAT TO DO IN CASE OF AN ACCIDENT?

#### Article 8.

- 8.1. When an accident occurs, it is necessary:



- notify the doctor as soon as possible and follow the doctor's advice and treatment instructions;
- provide Generali osiguranje with all the information and data needed, especially about the place and time of the accident and a detailed description of the event.

## 8.2. DOCUMENTATION FOR THE PAYMENT OF INDEMNITY

Regardless of the event	
<ul style="list-style-type: none"><li>– Claim Form</li><li>– ID card of the Insured, parent, or guardian</li><li>– Photocopy of the current account card</li><li>– Complete medical documentation from the date of injury, throughout and upon completion of treatment</li></ul>	
Additional documentation	
In case of permanent disability	<ul style="list-style-type: none"><li>– Proof of the circumstances of the accident (e.g. Report by the Ministry of Internal Affairs, traffic accident report)</li></ul>
In case of death due to an accident/ traffic accident	<ul style="list-style-type: none"><li>– Death certificate</li><li>– Report on the deceased (discharge summary from the hospital if the insured person died in a hospital)</li><li>– Autopsy report with toxicology report (if an autopsy was performed)</li><li>– Ministry of Internal Affairs report on the event</li><li>– Valid probate decision (if the Beneficiary is not explicitly named in the insurance contract)</li><li>– Beneficiary's ID</li><li>– Copy of the Beneficiary's current account card</li></ul>
In case of sick leave (daily benefit)	<ul style="list-style-type: none"><li>– Medical documentation on the first aid provided and other medical documentation indicating the sick leave is required</li><li>– Copy of medical certificates of illness due to injury (report on temporary work incapacity). If the treatment is performed in a private clinic, a sick leave recommendation and a sick leave certificate issued by the employer are required</li><li>– Copy of the work-related injury report, if the injury happened at work.</li></ul>
Costs of treatment	<ul style="list-style-type: none"><li>– Invoice related to medical expenses due to an accident and RFZO receipt for spa medical expenses</li></ul>
Daily hospital benefit	<ul style="list-style-type: none"><li>– Discharge summary from the healthcare facility where the Insured has stayed</li><li>– If the Insured has stayed at an inpatient facility for rehabilitation, a referral or recommendation from a doctor (orthopedist, physiatrist) indicating rehabilitation treatment</li></ul>
Bone fracture	<ul style="list-style-type: none"><li>– Orthopedic report confirming bone fracture</li><li>– X-ray (or description of the X-ray imaging) confirmed by a radiologist</li></ul>
Surgical procedure	<ul style="list-style-type: none"><li>– Discharge summary with a medical case history</li><li>– The first medical report made immediately after the injury</li></ul>
Work-related injury	<ul style="list-style-type: none"><li>– Work-related injury report (injury list)</li><li>– Complete medical documentation from the date of injury, throughout and upon completion of treatment</li></ul>
Occupational disease	Expertise from the Institute of Occupational Health
All the costs of obtaining documentation shall be assumed by the applicant.	
Generali osiguranje has the right to request from the Insured, the Policyholder, and the Beneficiary:	
<ul style="list-style-type: none"><li>– additional documentation (medical and other) related to the accident,</li><li>– consent for the collection of documentation and data from any other person.</li></ul>	

## ENTRY INTO FORCE

### Article 9.

Effective date: November 1, 2023.