

Pursuant to the Insurance Act of the Republic of Montenegro and the Company Statute, the following policy document was adopted at the meeting of the Board of Directors of »UNIQA neživotno osiguranje« a.d. Podgorica, held on 29.04.2013:

COMBINED INSURANCE OF PAYMENT CARDS OF POLICYHOLDERS EXTRACT FROM TERMS AND CONDITIONS

Meaning of terms

Article 1.

Some of the terms used in these Terms and Conditions of Combined Payment Card Insurance (hereinafter referred to as "Terms and Conditions") have the following meanings:
Insurer – »UNIQA neživotno osiguranje« a.d. Podgorica
Policyholder – natural person (payment card holder) or legal person (bank), party to insurance contract with the Policyholder, within the meaning of the Terms and Conditions,
Insured person – natural person entitled to insurance rights,
Payment cardholder – natural or legal person being party to the contract for the issuance and use of payment card concluded with a bank,
Sum insured – maximum amount payable by the Insurer for insured event
Insurance premium – amount payable by the Insurer under the Insurance contract,
Illness – within the meaning of these Terms and Conditions, a combination of clinical diseases and manifestations, diagnosed by a medical institution, entered into official medical institution registry, which leads to diminishing of general work capability of the Insured person
Acute disease - disease/illness which occurs suddenly, begins and advances sharply, and requires emergency medical treatment due to pain or direct threat to life of patient,
Accident - any sudden event which has occurred regardless of the will of the Insured person, with mainly external and sudden effect on the body of the Insured person, resulting in their death, complete or partial disability, and temporary incapacity for work or damaged health requiring medical assistance.
Waiting period – a period of time during which the Insurer has no obligation in the event of an accident, despite the fact that the insurance contract has entered into force.

Application

Article 2.

These Terms and Conditions apply to insurance of payment cardholders, where the insurance covers the risk of:
1. theft or loss of payment cards
2. death resulting from illness
3. death resulting from accident
4. permanent disability resulting from accident
Insurance, under these Terms and Conditions refers to payment cardholders, regardless of their health condition and general capability for work.
Where the insured payment card is issued to a holder on the basis of authorisation for use of the bank account funds given by the current account owner, the user of the payment card is the Insured person. In the event of occurrence of insured loss of theft of payment card, the owner of the current account is the insurance beneficiary.

Duration of insurance

Article 3.

Insurance contract is concluded for an indefinite term. Insurance coverage for each insured individually starts with registration of the payment card for insurance by the Policyholder. Insurance coverage ceases after the elapse of the month for which the premium is paid, during which the contract for issuance and use of payment card was terminated.

Geographic scope of the insurance contract

Article 4.

Services and indemnity related to insurance protection of payment card and accident insurance are provided worldwide (including the territory of the Republic of Montenegro).

Basic perils

Article 5.

1. Insurance protection of payment cards

1.1. Damage resulting from theft or robbery or loss of payment card

Insurance covers the damage resulting from illegal appropriation of payment card (theft or robbery), or loss of payment card, being the following:
- financial losses arising from unauthorised use of stolen or lost payment card, including interest rate payable by the Insured person to the card issuer, up to maximum amount payable by the Insurer as defined by the insurance contract, save for those financial losses occurring 72 hours from the moment of reporting of theft or loss to the bank and earlier,
- costs of blockage of stolen or lost payment card, as well as those relating to replacement of card, up to maximum amount payable by the Insurer as defined by the insurance contract;
In the event of theft or loss of card, Insured person is obliged to report such event to the police or the nearest authority immediately and not later than 24 hours from the moment of learning of the theft, burglary/robbery, or loss, as well as to obtain relevant confirmation of the report from the said authority.
Insured person is also obliged to report the loss, theft, burglary or robbery to the relevant branch office of the bank immediately after learning of such event, in order to register the request for the card blockage.

Along with the completed claim form, the Insured person is obliged to supply the Insurer with the necessary following documents:

- copy of passport or personal identification document of the Insured person
- police confirmation containing card theft/loss statement given to the police with clear explanation of the circumstances pertaining to the theft/loss event,
- report on lost or stolen card,

- any other document needed to determine the right to indemnity, as required by the Insurer

1.2. Compensation of costs for re-issuance of documents and replacement of keys lost or stolen with payment card

Insurance covers the costs of re-issuance of documents and replacement of keys lost or stolen together with the payment card, up to maximum amount payable by the Insurer as defined by the insurance contract.

Insured person is obliged to immediately report the theft/loss in written to the police, or to the nearest authority, as well as to obtain their confirmation of such report.

Along with the completed claim form, Insured person is obliged to supply the Insurer with the necessary following documents:

- copy of passport, or of personal identification document
- police confirmation containing statement on theft/loss of documents and keys given to the police with clear explanation of the circumstances pertaining to theft/loss event,
- any other document needed to determine the right to indemnity, as required by the Insurer

1.3. Exclusions related to insurance protection of payment cards

The insurance herein does not cover damage in the following cases:

1. where the Insured person has used payment card in a manner violating the contract on the use of the payment card and contrary to the requirements of the card issuer,
2. where the card has been used by another person residing in the same household with the Insured person who has used the card without permission of the Insured person (payment card owner),
3. misuse occurring after the report made to the bank,
4. in the event of costs incurred while using funds obtained from illegal card data recording (skimming).

Additional perils

4. Accident insurance

4.1. Concept of an accident

1) Accident is deemed to be any sudden event which has occurred regardless of the will of the Insured person, with mainly external and sudden effect on the body of the insured person, resulting in their death, complete or partial disability, temporary incapacity for work or damaged health requiring medical assistance.

(2) Within the meaning of the previous paragraph, accident is deemed to be in particular the following: crossing over, clashing, electricity or thunder strike, falling down, slipping, precipitating, inflicting wounds by weapon or various other objects or explosive substances, stabbing with an object or biting by an animal.

(3) Accident is also deemed to be the following:

- 1) poisoning caused by food or chemical substances, except occupational illnesses;
- 2) poisoning caused by inhalation of gases or toxic steam except occupational illnesses;
- 3) infection of wounds resulting from accident;
- 4) burns caused by fire or electricity, hot objects, liquids or steam, acids, alkalis, etc;
- 5) sinking or drowning;
- 6) choking or suffocating resulting from being buried under (earth, sand, etc.), as well as from inhalation of vapour and gas, except occupational illnesses;
- 7) bite of an insect, except where an infectious disease has been caused by such bite;
- 8) muscle strain, dislocation, sprained joint connective tissue, fractures of healthy bones resulting from sudden body movements or sudden exertion – if caused by unforeseen

external events and immediately after injury verified at a hospital or health care facility;

- 9) influence of light, sun rays, temperature or bad weather, provided that the Insured person was exposed to such influence due to accident that immediately preceded, due to saving human life, due to such unforeseen circumstances that could not have been prevented;
- 10) influence of X-rays and radium rays if occurred suddenly and unanticipatedly, except occupational illnesses.

(4) The following is under no circumstances deemed an accident within the meaning of these Terms and Conditions:

- 1) all regular, infectious and occupational illnesses;
- 2) illnesses resulting from mental influence;
- 3) abdominal hernia, umbilical hernia, hydrocele and other hernia, except those resulting from a direct injury of abdominal wall under a direct influence of an external mechanical force, provided that after the injury and apart from hernia, an injury of abdominal wall soft tissue in that area was verified at a hospital;
- 4) infections and diseases resulting from various forms of allergies, due to cutting and taking off of calluses and other hard skin outgrowths;
- 5) anaphylactic shock, save where occurring during accident treatment;
- 6) hernia disci intervertebralis, save where resulting from injury, all types of lumbalgia, discopathies, sacralgia, myofascitis, coccygodynia, ischialgia, fibrositis and all changes in the lumbosacral region (segment) marked by analogous terms;
- 7) retinal detachment (ablatio retinae) save where occurring after direct injury of a healthy eye and verified at a hospital;
- 8) consequences resulting from delirium tremens and influence of narcotics;
- 9) consequences of medical, particularly surgical, interventions undertaken in order to treat or prevent illness, save where such consequences occurred due to proven error of medical staff (vitium artis);
- 10) pathological bone changes and pathological epiphysiolysis;
- 11) systemic neuromuscular disease and endocrine disease.

4.2. Scope of Insurer's liability

(1) Upon the occurrence of an insured event, the Insurer is obliged to provide the sums insured as specified in the insurance contracts, according to the following:

- 1) in the event of death, the sum insured, if the Insured's death has resulted from an accident; in the event of disability, the sum insured, if the Insured's total disability has resulted from an accident;
- 2) in the event of disability, a percentage of the sum insured, which corresponds to the percentage of the partial disability, where the partial disability has resulted from an accident;
- 3) other contractual obligations.

4.3. Exclusions pertaining to Insurer's liability

(1) The Insurer is not held liable in the case of accidents resulting from the following:

- 1) earthquake;
 - 2) war event;
 - 3) taking active part in armed activities
 - 4) operating an aircraft and aerial devices of all types, vessels, motorised and other vehicles without the required licence to operate such aircraft and aerial devices of all types, vessels, motorised and other vehicles.
- The exclusion provisions pertaining to the item 4) herein will not apply where a failure to hold an appropriate driving licence had no effect on the occurrence of the accident. The Insured is deemed to hold an appropriate driving licence where for the purpose of obtaining an official document they drive directly supervised by the person who according to the existing regulations can provide education;
- 5) automobile, motorcycle speed races, motocross and relevant training activities;

6) training and taking part by the Insured in public sport competitions in the capacity of a registered member of a sport association for the following: football, ice hockey, jiu jitsu, judo, karate, boxing, skiing, rugby, wrestling, ski jumping, alpinism, underwater fishing, parachute jumping;
7) suicide or attempt of suicide by the Insured regardless of the reason for such action
8) where the Policyholder, Insurance beneficiary, or the Insured person intentionally provokes an accident, where there is more than one beneficiary, only the one having intentionally caused the accident will be excluded;
9) preparation, attempt or commission of a planned criminal offence, as well as escape following such act, fighting or physical conflict, save for a proven case of self-defence;
10) proven causal relation with alcohol or narcotic influence on the Insured at the moment of occurrence of the accident.
Unless proven otherwise, accident is deemed to have occurred due to the proven causal relation with alcohol influence on the Insured:

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- where the Insured, being the driver of a motorised vehicle, had a blood alcohol content at the moment of occurrence of accident exceeding 0.30 mg/ml (0, 30‰), or 1 mg/ml (1‰) in the case of other accidents;
- where the alcohol test has shown a state of intoxication, and the Insured did not put effort in order to provide a precisely determined level of intoxication by means of a blood analysis;
- where the Insured refuses or avoids the possibility of determining the level of alcohol intoxication.

(2) The insurance contract is void if at the moment of the conclusion thereof the insured even has already taken place, or was taking place or was certain to take place. In this case, the already paid premium is returned to the Policyholder.

4.4. Insured event notification

The Insured who has been injured due to an accident is obliged to:

- 1) within their possibilities immediately contact doctor, i.e. contact doctor for the purpose of examination and receiving treatment, and without any delay take all measures necessary in order to receive medical treatment, as well as follow doctor's advice and instruction in regards to the manner of treatment;
- 2) notify in writing the Insurer of the accident once their health condition allows so;
- 3) specify in the accident notification all necessary data and information, in particular those pertaining to the place and time of occurrence of the accident, complete description of the event, name of the doctor who has conducted examination or who is prescribing treatment, the doctor's report on the type of bodily injuries, on potential consequences, as well as the data on physical handicaps, defects and illnesses that might have existed before the accident;
- 4) in the event of death of the Insured resulting from accident, the Policyholder is obliged to immediately provide written notification thereof to the Insurer and provide the necessary documents;

(2) The Insurer is entitled to require additional evidence from the Insured, Policyholder, Insurance beneficiary or any other legal or natural person, for the purpose of determining the important circumstances pertaining to the reported accident.

4.5. Payment of sum insured

(1) The Insurer pays the sum insured, or the appropriate part thereof, or the agreed indemnity to the Insured, or the beneficiary, within 14 days from the day of receipt of evidence of the level of their liability.

Where the insurance indemnity is paid by post or bank transfer, the payment is deemed to have been completed at 24.00 hours on the day on which the bank or the post confirmed the payment.

(2) The level of disability is determined after completion of the treatment once the condition regarding the consequences becomes stagnant, i.e. once, according to the doctor's opinion, the improvement or deterioration of the condition cannot be expected. Where such stagnant condition has not occurred after 3 years from the day of the accident, the condition existing at the moment of the expiry of this period is taken as final for the purpose of determining the level of disability.

(3) In the meantime, until it becomes possible to determine the level of disability of the Insured, the Insurer is obliged to pay an appropriate amount corresponding without a doubt to the percentage of disability which may be classified at the time as permanent, according to the medical reports.

(4) in the case of the Insured's death resulting from accident before the expiration of the one-year period from the day of the same accident, and the level of disability has already been determined, the Insurer pays the sum insured in the case of death, or, the difference between the sum insured in the case of death and the amount that had been previously paid on account of disability, if such difference exists.

(5) Where the level of disability is not determined at the time of death of the Insured resulting from the same accident, the Insurer pays the sum insured in the case of death, or only the difference between the said sum and possibly paid disability advance, but solely in the case of the Insured's death not later than three years from the day of the accident.

(6) Where the Insured's death occurs within 3 years from the day of the accident as a result of any other cause, save for the causes stated in the previous paragraph herein, and the level of disability is not determined, the level of disability is determined according to the existing medical reports.

(7) Where the accident results in death or disability of the Insured, the Insurer provides to the beneficiary, or to the Insured, the total amount of the sum insured subject to contractual provisions for such cases, regardless of the amount paid as compensation of medical treatment costs.

4.6. Waiting period

The insurance begins two months after the day stated as the day of inception of the insurance.
The waiting period provision applies only to the newly-concluded insurance contracts for the risk of death resulting from illness. The waiting period provision does not apply to the extended insurance contract, save where the insurance has been terminated for more than 30 days.

Insurance premium

Article 7.

Insurance premium is payable on a monthly basis for an insurance period of one year.

Sum insured

Article 8.

The maximum liability of the Insurer is established under the insurance contract and depending on the chosen package.
The sum insured for each individual insured risk is an exhausting sum for the insurance period of one year. Once the agreed sum insured for an individual risk is paid, the insurance coverage for the said risk ceases until the current insurance year has elapsed

Once the insurance year in which the sum insured is paid has elapsed, the insurance coverage is activated automatically by means of payment of the insurance premium for the following year.

Where the sums insured for all agreed risks have been exhausted, depending on the chosen package, the insurance coverage ceases once the outstanding amount of the insurance premium has been collected.

Insurer's liability

Article 9.

The Insurer is held liable to provide indemnification in respect of received damage claims, subject to limits defined by the insurance contract and not later than 14 days from the day of completion of the necessary documents.

General exclusions of Insurer's liability

Article 10.

The Insurer's liability to provide insurance indemnification is excluded in the following cases:

- in the case of previous treatment of psychiatric disorders, illnesses or conditions of the Insured;
- in the event of suicide or attempted suicide, self-inflicted wounds or intentional provoking of illness, unnecessary exposure to danger (save for attempts of saving human life);

- for damages resulting from failure of the Insured to act with due diligence and care, in order to protect themselves and their property;
- for damages occurring during commitment or attempt of criminal offence;
- in the case of activities of nuclear plants, weapon, chemical or biological agents of nuclear weapons or devices or chemical or biological agents;
- damage resulting from war or terrorist activities;
- for indirect consequent damage save for those separately covered by the insurance;
- for the damages resulting from the performance of any type of hazardous activity by the Insured in regards to their business activities, crafting or professional field;
- for the damages resulting from participation of the Insured in any type of flying, except in the capacity of a traveller with a paid ticket on a scheduled air route or licenced charter flight on a scheduled route;
- for the damages resulting from an accident or injury occurred during the Insured's participation in a hazardous activity: (speleology, mountain climbing or alpinism for which a guide is needed or ropes are used, group parachuting, parachute jumping, bungee jumping, ballooning, kite running, diving with helmet with air pipes, eastern-type martial arts, rally rides, winter sports, races of any type, as well as organised sports, in a professional or amateur capacity);
- for the damages resulting from the Insured's involvement in the national armed force active service;
- for the damages resulting from the Insured's involvement

in a war (whether declared or not), invasion, civil war, riots, revolution;

- for the bodily injury, illness, death, loss or costs or any other responsibility which may be attributed to HIV (human immunodeficiency virus) or AIDS (acquired immunodeficiency syndrome) save where the infection occurred during a medical examination, testing or treatment (unless it relates to the abuse of narcotics or sexually transmitted diseases).

Liability of the Insured person

Article 11.

The Insured must act exercising due diligence in order to prevent loss, damage, accident, bodily injury or illness, and to protect or recover their personal property
The Insured is obliged to cover the costs exceeding the limitations under the chosen insurance packages, as well as the incurred costs not covered by the Insurer under these Terms and Conditions..

Subrogation rights of the Insurer

Article 13.

The Insurer may initiate proceedings at their expense on behalf of the Insured with a view to obtaining the compensation or a third party insurance indemnity in respect of the damage or bodily injury giving grounds for the provision of insurance services or indemnities.

Modification of insurance terms and conditions

Article 14.

The Insurer may modify these Terms and Conditions following the adopted manner and procedure, with a previously obtained opinion of an authorised actuary and notifying the Insurance Supervision Agency of the Republic of Montenegro thereof.

In the event of modifications to these Terms and Conditions, the Insurer is obliged to notify the Policyholder thereof in compliance with the law.

Where the Policyholder fails to cancel the insurance contract, the modified contract will apply from the beginning of the following insurance period.

Final provisions

Article 15.

The Obligatory Relations Act governs the issues which are not regulated by these Terms and Conditions.

UNIQA. Osiguranje nove generacije.

Za sve informacije i pitanja možete se obratiti našem osoblju, bilo putem pošte, telefona ili e-mail-a, u Direkciji u Podgorici ili poslovnica UNIQA osiguranja u sljedećim mjestima:

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