



**SPECIAL TERMS AND CONDITIONS  
FOR VOLUNTARY HEALTH INSURANCE  
AGAINST CANCER RISK**

**I INTRODUCTORY PROVISIONS**

**Application of the Terms and Conditions**

**Article 1**

(1) Special Terms and Conditions for Voluntary Health Insurance against Cancer Risk (hereinafter: Terms and Conditions), together with the General Terms and Conditions for Voluntary Health Insurance (hereinafter: General Terms and Conditions), form the integral part of any Contract on Voluntary Health Insurance against Cancer Risk (hereinafter: the Contract) concluded by and between the Policyholder (hereinafter: the Policyholder) and/or the Insured and Dunav Insurance Company a.d.o. (hereinafter: the Insurer).

(2) The Terms and Conditions hereof shall regulate the rights and obligations of the Insured, Policyholder and the Insurer arising under the Contract.

(3) Under the Terms and Conditions hereof, the Insured shall be provided with the cash benefit which is not covered under the Compulsory Health Insurance Scheme as well as with the Medical Second Opinion service.

**Definitions**

**Article 2**

(1) Particular words used in the Terms and Conditions hereof shall mean the following:

**Attending physician** – a medical doctor of an adequate medical specialty who participated in the diagnosis of cancer of the Insured initially diagnosed during the insurance period (hereinafter: „initial cancer diagnosis“) and/or who participated in the treatment of the Insured;

**Diagnosis** – a Latin term and development stage of the diagnosed form of cancer, according to the valid International Classification of Diseases, which is specified in a written conclusion of the attending physician and supported by the histopathology finding;

**Medical records** – medical documentation on the health condition of the Insured, issued by the attending physician and/or another healthcare worker. Medical records comprise the final finding of the attending physician with regard to the cancer diagnosis, treatment recommendation and the appurtenant documentation such as the results of laboratory tests, x-ray imaging, histopathology findings and slides, results of other diagnostic examinations, and the additional information obtained after clinical assessment;

**Pre-existing condition** – a medical condition of the Insured prior to the conclusion of the insurance contract which represents the grounds for the exclusion of the obligation of the Insurer to pay the insurance benefit;

**Qualifying medical condition** – presence of cancer or of a medical condition suspected to be cancer of the Insured, which qualifies the Insured for a Medical Second Opinion service provision available under the MediGuide Programme;

**Non-invasive cancer (carcinoma in situ)** – the diagnosis of a malignant tumour characterized by a focal, localized, autonomous, uncontrolled growth of malignant cells limited to a layer of tissue from which it developed, without the invasion of normal surrounding tissue or other parts of the body;

**Invasive cancer** – the diagnosis of a malignant tumour characterized by the uncontrolled growth and spread of malignant cells with the invasion of normal tissue;

**World Leading Medical Centre** – a medical centre which is identified by the MediGuide clinical team as leading in the area of specialized healthcare with regard to cancer diagnosis and treatment;

**Medical Second Opinion** – a structured procedure of receiving the Medical Second Opinion from multidisciplinary team comprised of medical doctors of a relevant specialty, engaged by the world leading medical centre, with regard to the suspected cancer or definitive cancer diagnosis of the Insured and the treatment recommendations. It is based on a detailed examination of the medical records of the Insured;

**MediGuide** - MediGuide International LLS, a company which has developed Medical Second Opinion program, through its unique relationships with the world leading medical centres.

**II BASIC PROVISIONS**

**Contract Conclusion**

**Article 3**

(1) The Contract may be signed for individual or group insurance.  
(2) The Contract shall be concluded upon a written Proposal (hereinafter: „Proposal“) on the Form of the Insurer that shall constitute an integral part of the Contract.

(3) The Contract shall be deemed concluded after the Policyholder and/or the Insured and the Insurer have signed the insurance policy.

(4) By affixing his signature on the insurance policy, the Policyholder and/or the Insured acknowledges that he has been informed of, and accepts the General Terms and Conditions and these Terms and Conditions, which constitute an integral part of the Contract.

**Acquiring the Status of the Insured**

**Article 4**

(1) Only the citizen of the Republic of Serbia may qualify as the Insured.

(2) The Insured may be the same person as the Policyholder.

**Insurance Premium**

**Article 5**

(1) Manner and periods of premium calculation and payment shall be regulated under the General Terms and Conditions.

(2) Insurance premium shall be stated as per effective Tariff of the Insurer.

**Insurance Inception and Period**

**Article 6**

(1) The Contract shall be concluded for a period of one to five years.

**Pre-existing Condition**

**Article 7**

(1) Pre-existing condition is a medical condition of the Insured which existed prior to the conclusion of the Contract, regardless of the presence of any symptoms, either as a medical condition under diagnostic testing or a condition being diagnosed or a diagnosed condition under treatment.

(2) Pre-existing condition shall include:

1) any form of tumour, cancer, leukaemia, lymphoma, pathological changes on the skin or moles which have bled, become painful, changed in colour or increased in size;

or

2) colon polyposis, inflammatory bowel disease (Crohn disease or ulcerative colitis), polycystic kidney disease, benign breast disorders, asbestosis, any form of hepatitis or liver cirrhosis.

(3) Pre-existing condition shall be the basis for the exclusion of the obligation of the Insurer to pay the sum insured or any portion thereof.

(4) The Insured who is established to have suffered from a pre-existing condition shall be entitled to the Medical Second Opinion service.

**Waiting Period**

**Article 8**

(1) Waiting period shall be deemed the period of time in the beginning of the agreed insurance period during which the Insurer is not liable to pay the sum insured or portion thereof in case of the occurrence of the insured event.

(2) The Contract stipulates a waiting period of 180 days.



(3) Waiting period shall begin from the date of beginning of the Contract i.e. the inception of the insurance coverage for the new Insured.

(4) The exclusion of the Insurer's obligation referred to in the Article hereof shall apply only to new Contracts concluded with the Insurer.

(5) If due premium has not been paid prior to the beginning of the Contract, the waiting period shall start as at 24.00 hour of the date when the agreed premium or premium instalment has been paid, unless otherwise agreed.

(6) During the waiting period, the Insured shall be entitled to the provision of the Medical Second Opinion service.

## Article 9

(1) The waiting period shall not apply for the persons holding a continuous insurance coverage i.e. for the persons who have acquired the status of the Insured under the previous insurance Policy and/or for whom the waiting period has already expired under the previous Policy.

## Termination of Insurance

### Article 10

(1) The insurance shall terminate prior to the expiry of the agreed effective period in the following cases:

- 1) termination of the Contract;
- 2) avoidance of the Contract;
- 3) payment of the full sum insured in the manner defined in Article 19 paragraph 2 of the Terms and Conditions hereof;
- 4) non-payment of the premium .

(2) In the event of Contract avoidance, the Insurer shall be entitled to keep the collected premiums and shall reserve the right to require the payment of premiums for the insurance period for which he claimed the Contract avoidance.

(3) The insurance shall in any case terminate as at 24.00 hour of the date of death of the Insured.

### Article 11

(1) Each contracting party shall be entitled to cancel the multi-annual Contract as at the due date of the annual insurance premium, by sending a written notice of cancellation to the other contracting party.

(2) The notice of cancellation referred to in paragraph 1 of this Article shall be submitted not later than 3 months prior to the due date of the annual insurance premium.

(3) If the due premium instalment has not been paid until the agreed due date, the Insurer shall be entitled to unilateral termination of the Contract concluded with the Policyholder and/or Insured, without any cancellation period, upon the expiry of 30 days following the date when the Policyholder and/or the Insured has received a written notice of due and outstanding premiums, and initiate before the competent court a collection proceedings with regard to the outstanding premium and interest accrued thereto.

## Insurance Coverage and Insured Event

### Article 12

(1) The insurance shall cover a single payment of the sum insured or any portion thereof in case the Insured is diagnosed with cancer during the insurance period and the provision of the Medical Second Opinion with regard to the cancer diagnosis and the method of treatment.

(2) The level of the sum insured shall be specified in the Contract.

(3) Within the meaning of the Terms and Conditions hereof, the insured event shall be deemed the establishment of the first diagnosis of cancer of the Insured during the insurance period.

(4) Cancer diagnosis referred to in paragraph 3 of the Article hereof must be established by an attending physician of a relevant specialty.

(5) The insured event shall not be deemed the establishment of cancer diagnosis during the waiting period referred to in Article 8 of the Terms and Conditions hereof.

### Article 13

(1) The insurance shall cover all forms of invasive cancer registered under the codes C00–C97 in the 10th edition of the International Classification of Diseases (ICD-10), excluding the code C44, including leukaemia, malignant lymphoma, cutaneous lymphoma, Hodgkin's disease, malignant bone marrow disorders and sarcoma.

(2) Under the Terms and Conditions hereof, the invasive cancer shall not be deemed the following:

- Non-invasive cancer, carcinoma in situ, dysplasia and all pre-malignant conditions;

- Prostate cancer unless having progressed to TNM classification T2N0M0 stage;

- Any primary skin cancer (C44 according to ICD-10) other than malignant melanoma that has invaded beyond the epidermis (stage above IA);

- Papillary cancer of the thyroid gland that is organ confined;

- All tumours and cancers in the presence of HIV infection, including malignant tumours.

(3) The diagnosis of invasive cancer must be confirmed by the submission of the histopathological report.

### Article 14

(1) The insurance shall cover the following forms of non-invasive cancer, which have been treated with surgical removal of a malignant tumour:

- Primary non-invasive cancer (carcinoma in situ) of oral cavity and pharynx, oesophagus, stomach, small intestine, colon, rectum, anus and anal canal, gallbladder and bile ducts, pancreas, nasal cavity, larynx, bronchi and lungs, breast, endometrium, vulva, vagina, penis, testicles, bladder;

- Primary prostate cancer at stage T1a, T1b or T1c

- Malignant melanoma of the skin that has not invaded beyond the epidermis (stage IA according to TNM classification or equivalent stage according to Clark or Breslow classification).

(2) Under the Terms and Conditions hereof, the following are excluded:

- All forms of non-invasive cancer, carcinoma in situ, dysplasia and all pre-malignant conditions not referred to in paragraph 1 of the Article hereof;

- Any primary skin cancer (including C44 and D04 according to ICD-10) other than malignant melanoma stage IA according to TNM Classification referred to in paragraph 1 of the Article hereof;

- All tumours and cancers in the presence of HIV infection, including malignant tumours

(3) The diagnosis of non-invasive cancer must be confirmed by the submission of the histopathological report.

## Medical Second Opinion

### Article 15

(1) Medical Second Opinion refers to a service which the Insurer provides for the Insured in cooperation with MediGuide company, pursuant to the provisions of the Terms and Conditions hereof.

(2) The Insured shall be entitled to submit to MediGuide a request for Medical Second Opinion with regard to the diagnosis established by the attending physician and/or the cancer treatment recommendation. Medical Second Opinion is provided by the multidisciplinary team comprised of the physicians of a relevant specialty engaged by the world leading medical centre on the basis of review of medical records of the Insured.

(3) Upon submitted request, the Medical Second Opinion shall be provided only when the Insured has been diagnosed with a qualifying medical condition, which shall mean the following:

- the Insured has been diagnosed with, or suspected of having cancer by the attending physician;

- the treatment recommendation is not older than 12 months;

- medical condition of the Insured does not require urgent treatment due to a direct life-threat;

- the provision of Medical Second Opinion with regard to the condition of the Insured does not require the physical presence of the Insured.

### Article 16

(1) Within 12 working hours from the receipt of the initial request of the Insured who has a qualifying medical condition, MediGuide shall provide the Insured with the Form for granting the "Authorisation to disclose data from the medical records" pursuant to the Personal Data Protection Act of the Republic of Serbia.

(2) Within 3 working days upon the receipt of the initial request, MediGuide shall provide the Insured with the data on three world leading medical centres with a well-deserved reputation in the area of diagnostics and treatment of the type of cancer from which the Insured suffers and/or is suspected to suffer, and such world leading medical centres shall be available to promptly answer to the request of the Insured.

(3) When the Insured has opted for one of the suggested world leading medical centres, MediGuide shall establish a direct cooperation with the attending physician of the Insured, provided that the Insured wishes to



include the attending physician in this process. Within 12 working hours of the receipt of the initial request, MediGuide shall send to the healthcare institution and/or private practice and/or attending physician of the Insured a request for the issuance of medical records of the Insured, in order to gather the complete relevant medical records which need to be forwarded to the selected world leading medical centre.

(4) After the medical records are completed, MediGuide's local partner shall take over the gathered medical records from the healthcare institution and/or private practice and/or attending physician or the Insured and shall send such records to the selected world leading medical centre not later than within three working days.

(5) Multidisciplinary team comprised of the physicians of the world leading medical centre shall conduct an independent analysis of the submitted medical records and a complete review of the treatment recommendation, including the recommendations regarding the treatment options, on the basis of which they shall compose Medical Second Opinion and submit it to MediGuide in writing.

(6) MediGuide shall forward the Medical Second Opinion to the Insured and his attending physician, provided that such physician is included in the process, not later than 10 working days of the date when MediGuide has received the complete medical records of the Insured.

(7) The provided Medical Second Opinion shall be solely of a declarative character, only for the purpose of providing an advice, and shall not be binding upon the Insured with regard to his treatment options.

(8) The treatment programmes and methods suggested in the Medical Second Opinion shall not be covered under the insurance hereof.

(9) MediGuide shall contact the Insured by telephone, protected e-mail, local postal services, DHL and other express courier delivery services, depending on the manner of contact the Insured has opted for when filing a request.

## Article 17

(1) Pursuant to the Terms and Conditions hereof, the Insured may require the Medical Second Opinion from MediGuide in majority of cases, except when:

- The Insured has not yet been diagnosed with cancer and/or a condition suspected of cancer, which constitutes a condition precedent to confirmation or rejection of a diagnosis and provision of further treatment recommendations by the world leading medical centre;
- The attending physician has not checked the medical condition of the Insured in the past 12 months;
- The Insured must undergo an urgent medical treatment, since the illness is in the acute stage or life-threatening for the Insured;
- The establishment of diagnosis requires physical presence of the Insured.

## Obligations of the Policyholder and Insured

### Article 18

(1) The Policyholder shall provide accurate and complete answers to the questions in the Proposal Form.

(2) At the conclusion of the Contract, the Policyholder and/or Insured shall disclose to the Insurer all circumstances relevant for the risk assessment, of which he was or must have been aware.

(3) During the Contract validity period, the Policyholder and/or the Insured shall notify the Insurer of any new circumstances (such as the change of status of the Insured under the Compulsory Insurance Scheme, place of residence – address and the like), i.e. submit the information of all other important changes in the information that was disclosed at the conclusion of the Contract.

(4) Policyholder and/or Insured shall submit to the Insurer all documentation necessary for establishing the grounds, scope and amount of liability of the Insurer.

(5) When filing a claim, the Insured shall provide his written consent on the basis of which the Insurer shall, upon the occurrence of the insured event, be entitled to require the medical records of the Insured and gather the information on the Insured's condition from the third parties.

(6) The Policyholder shall be obliged to allow the Insured an insight into the Information for the Policyholder/Insured and to present him with the insurance Terms and Conditions.

## Obligations of the Insurer

### Article 19

(1) Upon request of the Insured and the establishment of the initial cancer diagnosis, the Insurer shall make a single payment of the agreed sum insured or any portion thereof.

(2) Following the finding, opinion and assessment of the Insurer's medical adviser, the Insurer shall pay:

- 15 % of the sum insured upon the establishment of the initial diagnosis of non-invasive cancer (carcinoma in situ). After this payment, the policy shall be valid only in case the Insured is diagnosed with the invasive cancer.

- entire sum insured (100%) upon the establishment of the initial diagnosis of invasive cancer. The policy shall terminate upon the payment of such benefit.

(3) The Insurer shall not be obliged to pay the sum insured or any portion thereof under the renewed policy if the payment was already effected under the previous policy.

(4) The Insurer shall pay the agreed sum insured or any portion thereof within 14 days starting from the date when he established the basis for, and amount of his obligation.

(5) The Insurer shall be obliged to ensure the provision of the Medical Second Opinion service.

## General Limitations and Exclusions of the Insurer's Obligation

### Article 20

(1) The Insurer shall not pay the sum insured or any portion thereof for the cancer diagnosed prior to the Contract conclusion (pre-existing condition).

(2) In no event shall the benefit be paid if the claim for benefit resulted from any diseases investigated or diagnosed at the moment of signing the insurance Contract, such as:

- any form of tumour, cancer, leukaemia, lymphoma, pathological changes on the skin or moles which have bled, become painful, changed in colour or increased in size;
- colon polyposis, inflammatory bowel disease (Crohn disease or ulcerative colitis), polycystic kidney disease, benign breast disorders, asbestosis, any form of hepatitis or liver cirrhosis.

(3) The Insurer shall not be obliged to pay the sum insured or any portion thereof if the cancer is diagnosed during the waiting period.

(4) In addition to the general exclusions of the Insurer's obligations upon occurrence of the insured event referred to in the General Terms and Conditions, any obligation of the Insurer under the Contract shall be excluded for the cases occurring:

- after the full exhaustion of the sum insured in a manner stipulated under the Terms and Conditions hereof;
- when the Insured refuses to release the physician and medical team that made the diagnosis from the confidentiality obligation, thus preventing the Insurer from gathering the necessary information;
- if the attending physician is the Insured himself.

(5) Any obligation of the Insurer shall be excluded in the event of misrepresentation, fraud or abuse on the part of the Insured and/or the Policyholder.

## Notice of Occurrence of the Insured Event

### Article 21

(1) When exercising his rights under the Contract, the Insured shall submit the evidence of the concluded Contract – Policy and/or Document or Confirmation of the Policyholder.

(2) The Insured shall notify of the insured event by completing the Form of the Insurer, when his medical condition allows him to do so. This obligation may be fulfilled by any third party on behalf of the Insured.

(3) The final cancer diagnosis, confirmed by the attending physician, must be in conformity with the definition of the disease referred to in the Articles 13 and 14 of the Terms and Conditions hereof.

(4) The Insured shall submit complete medical records from which the obligation of the Insurer can be established with certainty, including the radiological, histopathological, laboratory, clinical and other findings.

(5) Upon a written consent of the Insured provided when filing the claim for benefit, the Insurer shall be entitled to request the medical records of the Insured and gather from the third parties any information concerning the occurrence of the insured event and referring to the Insured's medical condition.

### Article 22

(1) There shall be no assignment or succession of any rights under the Contract to third parties.

(2) Only the Insured shall be entitled to the payment of the sum insured or any portion thereof.

(3) If the Insured is deprived of legal capacity, the payment shall be effected to his guardian.



(4) If the insured event occurred during the insurance period and was notified while the Insured was alive, but the claim was not settled until the moment of death of the Insured, the sum insured or any portion thereof to which the Insured would have been entitled pursuant to the Terms and Conditions hereof shall be paid to the Insured's inheritors, according to the provisions of the Inheritance Law.

### **III ADDITIONAL PROVISIONS**

#### **Group Voluntary Health Insurance against Cancer Risk**

##### **Article 23**

(1) Additional provisions of this chapter shall be an integral part of any Contract on group insurance concluded by the employer or other legal entity as a representative of the employee (e.g. trade union) in the capacity of the Policyholder.

##### **Article 24**

- (1) The Contract for group insurance may be concluded for the benefit of not less than 10 insured persons.
- (2) The group insurance Contract shall be concluded in accordance with the schedule of insured persons specifying the name, surname, and the year of birth of the covered persons.
- (3) The Policyholder shall pay the annual insurance premium for all persons covered under group insurance in accordance with the schedule of insured persons referred to in the previous paragraph.

##### **Article 25**

(1) In group insurance, the capacity of the Insured may be acquired only by actively employed person, that is, a person who had a status of an employed person as at the first date of the insurance contract validity.

##### **Article 26**

- (1) The contract shall be concluded for the period of one year.
- (2) For employees who become employed or members of the Policyholder after the insurance inception date indicated in the Policy, the insurance shall begin at 24:00 hour of the first day of their employment and/or membership with the Policyholder and shall last until 24:00 hour of the date indicated in the Policy as the insurance expiry date.
- (3) For the employees whose employment has terminated and/or for Policyholder's members whose membership has terminated before the expiry of the insurance period, the insurance shall end as of 24:00 hour of the date of termination of their employment/membership, whereof the Policyholder shall inform the Insurer within 15 days. The Insured may continue with insurance coverage under individual insurance policy provided that, within 30 days upon the termination of his group coverage, such Insured delivers to the Insurer the statement that he wishes to continue his insurance in accordance with the terms and conditions hereof, in which case, for the purposes of the waiting period, this insurance shall be deemed continuous.

##### **Article 27**

(1) The Contract stipulates a 90-day waiting period for group insurance.

##### **Article 28**

(1) In group insurance, in addition to the aforementioned referred to in Article 11 of the Terms and Conditions, the insurance shall terminate on the 24:00 hour on the date when the employment and/or membership of the Insured terminates with the Policyholder, in accordance with Article 26 of the Terms and Conditions hereof.

##### **Article 29**

(1) Upon the request of the Insurer, the Policyholder shall enable the Insurer to inspect all records of the Policyholder, for the purpose of establishing the circumstances relevant for the insured event.

##### **Article 30**

(1) In the event of any deviations from the Basic Provisions, these Additional Provisions shall apply.

### **IV GENERAL PROVISIONS**

#### **Data Confidentiality**

##### **Article 31**

(1) The Insurer shall keep the confidentiality of personal data of the Insured obtained in connection with the Contract, in accordance with the positive legal regulations and handle such data in line with the Personal Data Protection Law.

#### **Amendments to the Insurance Terms and Conditions**

##### **Article 32**

- (1) If the Insurer amends the Terms and Conditions hereof, the Insurer shall inform the Policyholder and/or the Insured with whom he has concluded the Contract, either in writing or in any other appropriate manner (daily press, radio, television, Insurer's website, and the like), not later than 30 days prior to the expiry of the current insurance year, with the explanation included.
- (2) In the event of amendments to the Terms and Conditions during the period of long-term insurance, the application of the new Terms and Conditions may be agreed from the beginning of the next annual insurance period, whereby a written consent of the Policyholder and/or the Insured shall be mandatory, unless they are more favourable for the Policyholder.

#### **Application of Regulations**

##### **Article 33**

(1) All the relations between the contracting parties which have not been regulated under the Terms and Conditions hereof shall be governed by the provisions of the Voluntary Health Insurance General Terms and Conditions, Law on Health Insurance, Law of Contracts and Torts and other legal regulations of the Republic of Serbia governing this area of the insurance industry.

#### **Jurisdiction**

##### **Article 34**

- (1) Any disputes which may arise between the contracting parties shall be resolved amicably.
- (2) In the event of a dispute arising from the insurance contract, the court in the place of the conclusion of the Contract shall have jurisdiction.

### **V FINAL PROVISIONS**

##### **Article 35**

- (1) The Terms and Conditions hereof shall be posted on the website of the Insurer.
- (2) The Terms and Conditions hereof shall come into force on the date of their publishing in the Official Bulletin of the Company and shall apply as of **24 April 2020**.