

NOTIFICATION ON PRE-CONTRACT INFORMATION ON INSURANCE FROM ACCIDENTS OF HOTEL GUESTS AND SIMILAR FACILITIES



1. INFORMATION ON THE INSURANCE COMPANY

Business name: „Sava Non-life Insurance“ JSC Belgrade
Legal form: joint-stock insurance company
Activity: non-life insurance
Registered in the company register with the Business Registers agency Reg. No.: 17407813
TIN (Tax ID No.): 100002516
Registered office: Beograd
Address of the reg. office: 51, Bulevar Vojvode Mišića
Telephone number for insurance services users: 011/3644-888
Email address: office@sava-osiguranje.rs
Web page: www.sava-osiguranje.rs

2. DESCRIPTION OF MAIN FEATURES OF INSURANCE SERVICES

A. RISKS COVERED BY INSURANCE, EXCLUSIONS AND TERMS OF THE CONTRACT

2.1. Insurance terms and conditions and relevant laws which applies on insurance contracts

1. General terms and conditions for insurance of persons from accident (OUNEZ-01/15) from the 04th November 2015;
2. Particular conditions for insurance from accident of hotel guests and similar facilities from the 04th September 2008;
3. The Law on Insurance;
4. The Law of Contracts and Torts.

2.2 Risks covered by the insurance:

1. Death from accident/accidental death;
2. Accidental permanent disability;
3. Costs of medical treatment.

2.3. Risk-related exclusions covered by the insurance

All obligations of the Insurer shall be excluded if the accident was caused by:

1. earthquake;
2. due to war events in Serbia (irrespective of whether the war was declared or not), civil war, riot, revolution, uprising and unrests arising from such events and active participation of the insured in the war events outside the borders of Serbia;
3. due to active participation in armed operations, unless the insured took part therein by virtue of his regular vocation or through summoning by the relevant authorities of Serbia;
4. due to acts of terrorism where terrorism shall be any act of violence executed with the aim to inflict harm to such state, international organisation or political movement. Such act of violence may reflect in causing the outburst of fire, explosion or destruction, kidnapping of a person, causing jeopardy against the peoples' lives and property by executing such other general hazardous activities or by use of generally harmful agent, and alike which instigates the feeling of insecurity among citizens;
5. in operating air devices of all types, vessels, motor and other vehicles without required official legal document which authorises the driver to operate and drive such type of air device, vessel, motor and other vehicle. Provisions of item 5 of this paragraph shall not apply in case where failure to possess the required official legal document did not affect the occurrence of accident and obligations of the Insurer. In the sense of these Conditions it shall be deemed that the insured is in possession of proper official driving document when for the purpose of preparations and passing of the driving test aimed at obtaining such document engages in driving activities with immediate supervision of a licensed professional instructor.
6. due to attempted suicide or suicide of the insured for any reason.
7. if the insured intentionally caused an accident.
8. if the user intentionally caused the death of the insured, and if there are several users, than only the one who intentionally caused the death of the insured shall be excluded.
9. in preparation, attempt to commit or in execution of a premeditated criminal offence, as well as in attempted escape after such act or in case of participation in a fight and in a physical conflict, except from proved self-defence case;
10. due to execution of a death penalty;
11. due to causal relation between effects of narcotics or alcohol intoxication of the insured which caused an accident. Alcohol intoxication shall be the determined alcohol presence in the blood of the insured in the level defined by the Law on Safety on Roads in Drivers case of drivers, and in the other persons exceeding 1,00‰ (0,9470 g/kg or 21,70 mmol). Driver shall be all persons operating a vehicle on the road.

2.4. Insurance amount and manner of payment

Insurance premium shall be determined based on the business acts – premium systems of the Insurer.
Premium consists of functional premium and overhead allowance.

Insurance premium is paid at issuance of the policy, unless otherwise agreed. Total premium may be paid entirely or in agreed instalments. If policy holder fails to pay the insurance premium or its part within contracted deadlines, then the Insurer may also claim the default interest in accordance with the law. If agreed that insurance premium will be paid in instalments, and if default interest due to delay in payment is not calculated in, the Insurer shall charge all the due premium instalments when the insured event occurs.

2.5. Amounts of contributions, taxes and other expenses calculated in addition to the insurance premium

Contributions: n/a

Tax: n/a

Other expenses: n/a

2.6. Total amount for payment/Total charge (2.4. i 2.5):

Insurance premium

2.7. Term of the contract

For each insured, the insurance shall commence as of the moment when the insured as guest was duly registered with the policy holder and shall last until the moment when according to the hotel or other regulations such person lost his capacity as a guest.

B. OTHER CONTRACTUAL RIGHTS AND OBLIGATIONS

2.8. Right to terminate the contract and terms of termination

Irrespective of the validity term of the insurance contract, the policy holder is entitled to terminate the contract in case of alienation or cessation of existence of the subject of insurance.

If the term of insurance is not stipulated by the contract, each party may terminate the contract on the day of the premium maturity with written notification to the other party not later than three months before the premium becomes due.

If the insurance contract is concluded for the term exceeding five years, then each party – upon expiry of such term and with notice period of 6 months – may notify the other party in writing about the termination of the contract.

The contract shall not exclude the right of each party to terminate the contract as indicated above.

Policy holder shall not have the right to terminate the contract concluded to the term of up to 30 days.

2.9. Right to withdraw from the contract

Irrespective of the reason for withdrawal, the policy holder is entitled to withdraw from the offer given by the Insurer at any time within the indicated validity term of such offer. (With the exception of remote contracts for travel assistance insurance or the remote contracts on other short-term insurance of up to one month where user shall not be entitled to withdrawal, and in other contracts on short-term insurance with the term of up to 30 days).

2.10. Term in which the insurance company has obligations: 8 days.

2.11. Manner and deadlines for submission of claims i.e. for exercising of rights under insurance contract

The injured parties may declare the damage directly or indirectly. Direct claim is made in the registered head office of the Company and in organisational parts of the Company equipped for online claim submission, to the relevant organisational part of the Company, to the person authorised by the Company for on-scene investigations and damage assessment.

Indirect claim is submitted by mail sent to the address: 51 Blvd. Vojvode Mišića, 11000 Belgrade, via telephone number 011/3644-822 and via electronic mail to: info@sava-osiguranje.rs.

The insured is obliged, except in case of life insurance, to notify the insurer on occurrence of the insured event not later than three days as of the moment he became aware of it. The insurer shall pay the insurance indemnity to the insured within 14 days from the day of receipt of completed documentation required for determination, grounds, scope and amount of such indemnity.

2.12. Manner to protect the interests of insurance users with the insurance company

User of insurance services may file an objection if he is not satisfied with the services rendered, and in particular in relation with the insurance contract. Such complaint may be submitted to the insurance company because of the breach of rights or interests with respect to the work of the company, and particularly with respect to:

- acting of the insurance company i.e. of the person acting as insurance agent for the company;
- decisions of the insurance company on the insurance contract or its execution.

Complaint shall be submitted only in writing. Submission of such complaint initiates the procedure of review of the issue if the complaint relates to the damage resolution.

Complaints may be submitted:

- in writing, by sending a letter to: "SAVA NEŽIVOTNO OSIGURANJE" a.d.o. Belgrade, 51 Bulevar Vojvode Mišića, 11000 Belgrade
- in any of our business units (<http://www.sava-osiguranje.rs/page/mreza>),
- via our web-site or email to: prigovor@sava-osiguranje.rs, where the insurance company shall immediately confirm the receipt of the complaint – Complaint form.

Complaint shall include the following elements:

- name, surname and address of the complainant in case of a physical person i.e. business name and seat of the legal person and name and surname of legal representative of the legal person, i.e. of the authorised person if the complaint is filed on behalf and for the account of the legal person; contact phone number and email address of the complainant;
- reasons for complaint and requests of the complainant;
- evidence to substantiate the allegations from the complaint;
- date of complaint;
- signature of the complainant i.e. his representative or attorney, except in cases where complaint is submitted in electronic form;
- power of attorney if complaint is submitted by attorney;
- damage reference number if the complaint relates to the damage resolution.

The insurance company shall answer the complainant in writing not later than 15 days from the day of receipt of such complaint. The reply shall include the statement regarding the allegations with explanation, assessment of the complaint grounds and signature of the authorised person. If the insurance company accepts the complaint as grounded, it shall notify the complainant if the reasons for complaint are removed i.e. on the deadline for their removal and on the measures to be taken for their removal.

If the complaint is submitted via email or if the complainant requested to be answered via email, then the reply may be sent electronically, signed with a qualified electronic signature pursuant to the law arranging electronic signatures.

Exceptionally, if the insurance company cannot deliver its reply within 15 days from the day of receipt of the complaint, for reasons not depending on its will, such deadline may be extended by maximum of 15 days of which the insurance company shall notify the insurance service user within 15 days from receipt of the complaint. Such notification shall contain the reasons for which it is not possible to deliver the answer within 15 days as well as the deadline within which the answer will be delivered.

If dissatisfied with the answer of the company, the complainant may file an objection to the National Bank of Serbia (address: 17 Nemanjina Str., 11000 Belgrade, website: <http://www.nbs.rs>)

2.13. Seat and address of the National Bank of Serbia as the issuing authority of the licence for performance of activities and in charge with supervision over the business operations of the insurance company, and manner to protect the rights and interests of insurance users with the National Bank of Serbia.

National Bank of Serbia, 12 Kralja Petra Str., 11000 Belgrade
Decision on the manner to protect the rights and interests of the insurance users („Official Gazette of RS“, No. 55/2015) specifies the manner of protection of the rights and interest of the insured persons, insurers, users of insurance and third injured parties in Serbia (Insurance service user), as well as the manner of mediation in resolution of claims, submissions of complaints by insurance service users and acting upon such complaints. Insurance service user may file a complaint to the National Bank of Serbia with respect to the work of the insurance company, insurance broker, insurance agents, physical person – entrepreneur acting as insurance agent, bank, financial leasing provider and public postal operator which perform insurance intermediary transactions based on the previous approval of the National Bank of Serbia (insurance service provider). The insurance service user may file a complaint to the National Bank of Serbia provided that he previously addressed in writing the insurance service provider and that he was dissatisfied by his answer or if the insurance service provider failed to answer him in writing to his complaint within the defined deadline – not later than 15 days as of the day of receipt of the complaint i.e. within the additional deadline of maximum 15 days from the day when the insurance provider notified the user about the inability to deliver his response for the reasons out of his control. Insurance user may file a complaint to the National Bank of Serbia within 6 months from the day of receipt of answer from the insurance service provider or upon expiry of the deadline for delivery of such answer. In addition, if complainant is not satisfied with the answer of the insurance service provider, or if such answer was not delivered to him within the prescribed deadline, the disputed relation between the insurance service user and insurance service provider may be solved in the out-of-court procedure – in the mediation procedure. Objection i.e. proposal for mediation shall be submitted to the address: National Bank of Serbia, Department for protection and education of financial services users, 17 Nemanjina Street, 11000 Belgrade or: PO Box 712, 11000 Belgrade via email to: zastita.korisnika@nbs.rs.

3. PARTICULAR INFORMATION WITH RESPECT TO COLLECTIVE INSURANCE

In case where policy holder and the insured are not the same person, i.e. in case of collective insurance – the insurer shall notify the insured on the data from the fields under 1 and 2 of this form; he shall also provide the insured with the insurance terms and conditions that apply to the insurance contract. This obligation may be transferred by the insurance contract to the policy holder, with a possibility for the insurer to monitor its implementation.

If the Policy holder is a hotel, then it shall provide the evidence that the insured (hotel guest) is notified on all the elements of pre-contractual notification and that it accepts the insurance as such.

4. LINKED CONTRACTS

4.1. In case where the policy holder and the insured are not the same person, i.e. in case of linked contracts or a contract as a condition to use another financial service – the insurance company shall notify the insured about the data from the parts under 1 and 2 of this form and to provide the insurer with insurance conditions which apply to the insurance contract.

4.2. Conditions and manners of contract termination: In cases stipulated by the Law on Contracts and Torts.

5. CONCLUSION OF A CONTRACT THROUGH INSURANCE AGENT

Insurance agents are insurance brokers, entrepreneurs – insurance agents, as well as banks, financial leasing providers and public postal operator engaged in the activities of insurance brokerage. In case of conclusion of an insurance contract, you have the right and the insurance broker has an obligation to provide you in addition to this form – the form titled “Information on the insurance agent/broker”.

6. PERSONAL DATA PROTECTION

6.1. For the purposes of concluding the insurance contract, as well as for meeting the obligations arising from the insurance contract in accordance with the law governing the protection of personal data, before concluding and during the term of the contract, the Insurer collects and processes data on the policy holder i.e. on the insured, for the purpose of compiling and executing obligations under the insurance contract, as well as for the purpose of taking actions at the request of the data subject before concluding the contract. The collection of personal data for the purpose of concluding and executing an insurance contract is a necessary condition for the conclusion of the contract, and the law stipulates the obligation of the insurance policy holder to report to the Insurer all circumstances that are significant for the risk assessment, which could not remain unknown to him. In the event that the insurance policy holder withholds any of the information necessary for the Insurer to conclude or execute the insurance contract or to fulfill legal obligations, the Insurer will not be able to fulfill its contractual or legal obligations, or conclude a contract with the insurance policy holder. The Insurer also processes personal data on the basis of legal regulations for the purpose of fulfilling his legal obligations in accordance with the relevant regulations governing the Insurer’s activities. The legal basis for processing of personal data is also the legitimate interest of the Insurer, unless the interest or fundamental rights and freedoms of the data subject outweigh the legitimate interests of the Insurer. The legitimate interests by which the Insurer processes personal data are generally, but not exclusively, commercial in nature, such as the right to continuously develop quality in the provision of services and, in general, to improve business processes in a manner that cannot harm the interests, rights and freedoms of service users. In certain cases, the Insurer collects and processes personal data only with the consent of the data subject. Consent-based processing of personal data is used, for example, for the purpose of research into satisfaction with services provided, product marketing, market segmentation, and in order to improve business relationships with clients.

6.2. Data on the insured / insurance policy holder, the Insurer processes and passes on to its shareholders, members of its bodies and employees, members of the Sava Insurance Group, Zavarovalnica Sava d.d. (Sava insurers d.d.) Cankarjeva Street 3, SI-2000 Maribor, co-insurer or reinsurer in order to fulfill the obligation from the insurance contract, or to other bodies and persons who by nature of the business obtain insight or process personal data in accordance with by law.

6.3. All information it processes for the purpose of executing the insurance contract or for undertaking actions at the request of the data subject, prior to the conclusion of the contract or for other consent-based purposes, shall be stored by the Insurer electronically as well as physically. All information about the policy holder and the insured person are kept and processed by the Insurer as a business secret, with the application of appropriate technical, organizational and personnel measures for the purpose of lawful processing of personal data.

6.4. The Insurer shall keep the personal data until fulfillment of the purpose for which they have been collected and until fulfillment of all contractual rights and obligations, i.e. until the expiry of the deadlines prescribed by the positive regulations of the Republic of Serbia. The period within which personal data will be stored depends on the legal obligation to keep the data, the type of insurance contract concluded, the duration of the insurance contract, the processing of claims, and the deadline for claims.

6.5. As a rule, personal data of clients are processed in the Republic of Serbia. Personal data will only be available to recipients in other countries or international organizations when it is necessary for the conclusion and execution of insurance contracts (e.g. for reinsurance purposes, in the processing of international claims, in cases of entrusted assignments) only if so established by the European Union to provide an adequate level of protection for personal data. If there is no adequate level of protection for the transfer of personal data in another state or international organization, the Insurer may carry out the transfer only if it has ensured adequate data protection measures in accordance with the law and if the data subject is assured the exercise of his rights and effective legal protection.

6.6. In the cases provided for by the legislation in the field of personal data protection, the data subject has the following rights: the right to access the data, the right to rectification, the right to delete, the right to limit

processing, the right to data portability, the right to object and the right to revoke processing consent, when processing is consent-based. The foregoing rights may be exercised by the data subject by submitting a request to do so available on the Insurer's website: www.sava-osiguranje.rs, as well as in the branch offices of the Insurer whose addresses are published on the Insurer's website. The request to exercise rights is submitted online via the Insurer's website or submitted to: „Sava non-life insurance“ a.d.o. Belgrade, No. 51 Vojvode Mišića Boulevard, 11000 Belgrade (“For Data Protection Officer”) or by e-mail: dpo@sava-osiguranje.rs. The insurer reserves the right to request additional information from the request applicant in order to verify his identity, all aimed at protecting the request applicant's rights and privacy.

6.7. The insurance policy holder agrees that the Insurer processes his personal information for direct marketing purposes:

I agree that SAVA NON-LIFE INSURANCE s.a.i. BELGRADE and SAVA LIFE INSURANCE SIC BELGRADE may contact me and send me notices, promotional materials, offers about services and special offers. Furthermore, I agree to receive such notices by regular mail and e-mail, by phone, and through mobile and internet applications.

(the signature of the insurance policy holder
with the check in the check box in case of consent)

6.8. If the data subject gave his/her consent to the processing of personal data, when the processing is consent-based, he or she may at any time revoke it, in whole or in part, in accordance with the Personal Data Protection Law, where however such revocation of consent does not affect the admissibility of processing based on consent prior to revocation, and the Insurer is entitled to compensation for damages that would result from the revocation for the Insurer. The insurer will cease processing the personal data based on the revoked consent as soon as possible after receiving the revocation of the consent. The withdrawal of consent may be made online at the Insurer's website: www.sava-osiguranje.rs or by submitting such revocation to the Insurer's address: “Sava non-life insurance” a.d.o. Belgrade, No. 51 Vojvode Mišića Boulevard, 11000 Belgrade (“For Data Protection Officer”) or by e-mail: dpo@sava-osiguranje.rs.

6.9. The user of the insurance service is entitled to file a complaint at any time if the processing is based on the Insurer's legitimate interests, including profiling or if personal data are processed for direct marketing purposes. The complaint shall be submitted to the address: “Sava non-life insurance” a.d.o. Belgrade, No. 51 Vojvode Mišića Boulevard, 11000 Belgrade (“For Data Protection Officer”) or via e-mail: dpo@sava-osiguranje.rs. The user of the insurance service is also entitled to file a complaint with the Commissioner for Information of Public Importance and Personal Data Protection if he / she considers that the processing of his / her personal data has been performed contrary to the provisions of the Personal Data Protection Law.

6.10. By signing this pre-contractual information, the insurance policy holder confirms that, prior to collecting of the data, he or she has been informed by the authorized person of the Insurer about the purpose and legal grounds of the processing, the manner of using and processing personal data, as well as about the obligation of the Insurer to treat the acquired data in accordance with the Personal Data Protection Law.

6.11. The insurance policy holder also confirms that it is aware that the Insurer has published the Privacy Policy on its website www.sava-osiguranje.rs containing all necessary information on the processing and protection of personal data, and that it has read and understood it.

Place and date: _____

Signature of policy holder: _____

For „Sava non-life insurance“ a.d.o.
Belgrade