



**ROADSIDE ASSISTANCE FOR USERS OF BANKING SERVICES
SPECIAL TERMS AND CONDITIONS**

PREAMBLE

For the purpose of the Roadside Assistance for Users of Banking Services Special Terms and Conditions hereof (hereinafter: Terms and Conditions), particular words shall be deemed to mean as follows:

- 1) Insurer – Dunav Insurance Company j.s.c.
- 2) Policyholder – business bank.
- 3) Insured – Policyholder's client of an age at entry of 18 years, having a status of user of a banking service provided by the Policyholder (hereinafter: the Insured), and for the benefit of whom the Policyholder, in line with the Policyholder's business policy, contracts the insurance cover and pays the insurance premium.
- 4) Premium – amount payable by the Policyholder for the coverage under the insurance contract.
- 5) Insurer's contracting partner – legal entity with whom the Policyholder has signed a contract on business cooperation with a view to providing assistance services in line with the scope of agreed insurance coverage.
- 6) Traffic accident – an accident occurring or started to occur on the road, involving at least one vehicle on the move in which at least one person died or got injured or a material damage occurred.

GENERAL PROVISIONS

SCOPE OF INSURANCE AND INSURED PERSONS

Article 1

Under the Terms and Conditions hereof, the subject matter of insurance shall be to organize and provide for the roadside assistance services to the Insured and his co-travellers when the vehicle that the Insured drives or rides into, provided such vehicle possesses a valid licence in the Republic of Serbia, becomes unroadworthy or unsafe to continue the drive within the extent of insurance cover defined under the Terms and Conditions hereof.

The vehicle eligible for provision of roadside assistance services shall include:

- Passenger vehicle for the transportation of passengers with not more than nine seats (inclusive of the driver's seat), no room for standing;
- A light commercial vehicle and/or freight vehicle whose maximum allowable (total) mass does not exceed 3.5 t. The total allowable mass of the vehicle shall be deemed the sum of the mass of empty vehicle and the cargo carried in it;
- Exclusively the vehicle of standard use (excluding taxi and rent-a-car).

EVENT AND RISKS INSURED AGAINST

Article 2

The event insured against shall be deemed any future event, uncertain and independent of the sole will of the Policyholder or the Insured arising out of the occurrence of the risk insured against and resulting in a damage covered under the insurance contract.

The event insured against shall be deemed to have occurred when the vehicle is not roadworthy or safe to continue the drive, due to occurrence of the following risks:

- failure of a vehicle (mechanical or electrical),
- traffic accident,
- vehicle damage.

Vehicle damage may be caused by a fall or impact of any object, fire, lightning strike, sudden thermal or chemical external effect, explosion, storm, hail, snow avalanche, as well as falling snow or and ice onto the vehicle, falling aircraft, manifestation or demonstration, malicious misconduct or frivolous and vexatious acts of third parties, as well as for the prevention of larger damage on persons or property and flood, torrent and high water.

INSURANCE COVER

Article 3

Under the Roadside Assistance Insurance, the Insurer provides the Insured with 24/day assistance service and covers the costs in the event when the vehicle which the Insured operates or rides into and/or the vehicle that the Insured has declared to the Insurer is not roadworthy or safe to continue the drive within the extent of cover determined under the paragraph (2) of the Article hereof.

The extent of the insurance cover defined under the Terms and Conditions hereof shall include the following:

- organization and coverage of costs of vehicle towage up to the agreed limit of cover and exceptionally the agreed kilometres;
- organization and coverage of costs of repair in the event of a minor failure, not exceeding the agreed limit of cover.

As per one event insured against, the Insurer shall cover either the towing expenses or repair expenses of a minor failure, i.e. the Insured shall be entitled to only one of the mentioned services per one insured event.

If specially contracted, the extent of insurance cover may include either one or more supplementary covers:

- organization and transportation of driver and passengers, up to the agreed limit of cover per individual;
- organization and costs coverage of overnight stay for driver and passengers, up to the agreed limit of cover per individual.

Additional coverages are provided with the extent of cover from the paragraph above.

The limit represents the sum insured, i.e. the upper limit of the obligation of the Insurer determined for the individual service of the agreed extent of the insurance cover.

The limits and amounts of indemnity, declared in a foreign currency, shall be calculated at the dinar equivalent as per the mean rate of the NBS as of the date of claim settlement.



OBLIGATIONS OF INSURER

Article 4

Under the Terms and Conditions hereof, the Insurer shall be obliged to:

- services
- 1) Organize the provision of roadside assistance services
 - 2) Reimburse the expenses according to the agreed extent of insurance coverage in the event of:
 - vehicle towing,
 - failure,
 - transportation of the driver and passengers
 - overnight stay for driver and passengers.

The Insurer shall be obliged to provide the insurance coverage only for the events insured against which are notified to the Help Centre and for which the assistance was actually provided by the Insurer's contracting partner.

The Insurer shall, through his contracting partner, provide the roadside assistance services within the territory for which such services were agreed.

The Insurer shall indemnify the Insured up to the agreed extent and amount of the insurance cover, with no deductible.

ORGANIZING ROADSIDE ASSISTANCE

Article 5

Under the Terms and Conditions hereof, the roadside assistance is organized via a contracting partner of the Insurer and includes the following:

- 1) 24/day call to the Help Centre,
- 2) organization of vehicle towing – carriage,
- 3) organization of vehicle repair in case of minor failure,
- 4) organization of transportation of driver and passengers,
- 5) organization of overnight stay for driver and passengers.

VEHICLE TOWING

Article 6

The Insurer shall reimburse the vehicle towing – carriage expenses if the vehicle is not roadworthy or safe to continue the drive, provided such vehicle cannot be made roadworthy at the place of occurrence of the event insured against.

Towing – carriage expenses shall be reimbursed up to:

- a) the nearest repair shop that can make the vehicle roadworthy again
- b) Insured's residence, if the Insured so requires.

ASSISTANCE IN THE EVENT OF MINOR FAILURE

Article 7

Coverage of the repair expenses in the event of minor failure shall include the costs of arrival of the repair man at the place of occurrence and the costs of working on the vehicle, if the vehicle can be repaired on the spot within 60 minutes.

Minor failure shall be deemed the empty tyre, minor mechanical, electrical or electronic failures (e.g. empty battery, broken belt, minor failure on the cooling system, blown fuses etc.).

CARRIAGE OF DRIVER AND PASSANGERS

Article 8

The Insurer shall be obliged to reimburse for the actual transportation expenses incurred by the driver and passengers in the event when the vehicle, upon occurrence of the event insured against cannot be repaired and/or made roadworthy at the place of occurrence.

The Insurer shall reimburse for expenses of transportation of driver and passengers, at their choice, from the place of occurrence of the failure/accident to the:

- place of vehicle repair,
- place of their residence or destination.

The Insurer shall reimburse for the expenses of transportation on the basis of submitted original invoices, but not to exceed the amount of the agreed limit per individual/passenger and maximum to the number of registered seats.

OVERNIGHT STAY FOR DRIVER AND PASSANGERS

Article 9

The Insurer shall reimburse for the expenses of overnight stay of driver and passengers (bed and breakfast) and their transportation from the place of insured occurrence to the nearest accommodation, if the vehicle is not roadworthy or safe to continue the drive and cannot be made roadworthy on the same day, so that the driver and passengers may not be transported to their residence or destination.

The driver and passengers are entitled to reimbursement of the cost of accommodation only for one night, but the place of repair of the vehicle must be more than 50 km away from the place of residence of the beneficiary.

The Insurer shall reimburse the accommodation expenses based on submitted original invoices, up to the amount of the agreed limit per individual / passenger and not exceeding the number of registered seats.

INSURANCE PERIOD

Article 10

Unless otherwise agreed, the insurance contract shall come into force on the 24th hour of the day stated in the Insurance Contract as an insurance inception date and shall terminate on the 24th hour of the day stated as an insurance termination date.

For every one Insured, the liability of the Insurer arising from the concluded insurance contract shall commence according to the monthly application delivered to the Insurer by the policyholder, and shall terminate upon the expiry of one year from the insurance inception date or as stipulated by the insurance contract.

Upon termination of the insurance contract, the Insured persons who were accepted into insurance shall remain covered until expiry, unless otherwise agreed.



For all insured events which occurred and were reported during the insurance period, the provision of assistance services may be performed not later than within 7 days after insurance expiry.

If either the Policyholder or any other interested party fails to pay due premium within the agreed time limit, the Insurance Contract shall be terminated upon the lapse of 30 days from the date when the Insurer has notified the Policyholder of the premium due by registered mail, and in no event shall this term expire before the lapse of 30 days from the premium maturity date.

In the event when the Insured waives the right to use the banking services within 14 days from the date of conclusion of the contract for use of a banking service, as well as in the event when the Insured refuses to accept insurance concluded hereunder, the policyholder shall inform the Insurer thereof in writing, within 14 days from the inception date of the insurance period in relation to an individual Insured, whereby the policyholder shall be entitled to the premium return.

TERRITORIAL SCOPE

Article 11

Under the Terms and Conditions hereof, the insurance shall cover the insured events occurring on the territory covered hereunder, as follows: Republic of Serbia and Europe, including Turkey and Russia.

INSURANCE PREMIUM

Article 12

The policyholder shall pay the premium the amount, method of payment and payment period of which shall be defined in the insurance contract.

The insurance premium shall be paid annually, denominated in Dinars, and inclusive of non-life insurance tax.

The amount of premium shall depend on the agreed scope of cover and other elements relevant for determining the amount of insurance premium, in accordance with the Insurer's premium tariff.

LIMITATIONS TO THE NUMBER OF ROADSIDE ASSISTANCE SERVICES

Article 13

The Insured shall be entitled to use the agreed number of services i.e. the coverage of the agreed number of insured events during the insurance period.

OBLIGATIONS OF THE INSURED IN THE EVENT OF OCCURRENCE

Article 14

In case of occurrence of the insured event, the Insured is entitled to assistance provided by the Insurer in accordance with the Terms and Conditions hereof. The Insured shall be obliged to immediately call the 24/7 Help Centre, and shall not take any activities prior to such call, except for the measures to secure the vehicle. If the Insured fails to do so, the Insured shall be liable for

the loss occurred as the consequence thereof unless he had taken such actions to prevent the occurrence of a bigger loss or to save lives.

When calling the Help Centre, the Insured shall make available the following information:

- a) name, surname and personal ID number (JMBG),
- b) license plate number, make and type of vehicle in need of roadside assistance,
- c) place, telephone number, address of the Insured or the location of the Insured and of the vehicle,
- d) number of persons in the Insured vehicle requiring assistance,
- e) brief description of the problem in order to facilitate the organisation of the roadside assistance service,
- f) other necessary information requested by the Help Centre.

After the insured event has been reported to the Help Centre, the Insured must observe the instructions provided by the Insurer and/or contracting partner of the Insurer. If the actions of the Insured are not in accordance with the instructions thereof, the Insurer shall not be liable for the loss incurred.

The expenses exceeding the agreed insurance cover and the expenses which the Insurer is not liable to indemnify under the Terms and Conditions hereof, shall be covered by the Insured.

If without prior notification to the Help Centre the Insured independently undertakes to organise the towing of the vehicle or repair of a minor breakdown thereof, such Insured shall cease to be entitled to the roadside assistance service that he would otherwise be entitled to as the holder of banking cards.

EXCLUSIONS

Article 15

The Insurer shall neither provide the roadside assistance to, nor cover the expenses of:

- a) an occurrence of the insured event in connection with the vehicle participating in motor competitions, races and test drives,
- b) the vehicle being used for charged transport of persons (taxi) or given for rent (rent-a-car), as well as transport and accommodation expenses for hitchhikers,
- c) an occurrence of the insured event as a consequence of warlike operations, rebellions, commotions and similar armed operations, as well as the acts of terrorism,
- d) an occurrence of the insured event as a consequence of nuclear hazards,
- e) an occurrence of the insured event as a consequence of earthquake,
- f) an occurrence of the insured event as a consequence of vehicle being used by a person who is not in the possession of a valid driving license or a person whose driving license has been forfeited or has a driving disqualification,
- g) an occurrence of the insured event if at the time of the accident the driver of the insured vehicle was under the influence of alcohol or drugs,
- h) an occurrence of the insured event if the Insured has provided to the Help Centre the incorrect or



- false information of insurance or circumstances of the insured event,
- i) an occurrence of the insured event due to gross negligence of the Insured/ authorised driver of the vehicle, specifically:
 - in case the insured vehicle has run out of petrol or oil in the engine,
 - in case the insured vehicle cannot be put into operation due to loss, theft or damage to the keys or in case the keys have been left locked up in the vehicle,
- j) an occurrence of the insured event when the vehicle was used on the road not anticipated for the vehicles of such type and thus causing the loss,
- k) an occurrence of the insured event if at the time of the occurrence the vehicle is at the address of the Insured's place of residence.

The Insurer shall not be liable to indemnify any loss to objects or reimburse the costs in connection with the objects transported by a vehicle insured in accordance with the Terms and Conditions hereof, that is, the Insurer shall not be liable to reimburse the costs of repacking, reloading or further transport of objects which are transported by an all-terrain vehicle, that is a freight vehicle which maximum permitted (total) mass does not exceed 3.5t.

In addition, the Insurer shall not be liable to indemnify any loss which may occur when towing the vehicle, that is, the loss to the vehicle which has occurred during the loading, unloading, that is, transport of such vehicle.

The Insurer shall not reimburse costs of spare parts and materials and shall not be held responsible for the quality of works and parts installed.

REIMBURSEMENTS TO THE INSURER

Article 16

If the Insured has been provided with the service and if according to the provisions of Article 15 of the Terms and Conditions hereof the liability was excluded, the Insurer shall reimburse to the Assistance Company all expenses for the provided assistance services.

The Insured shall undertake to reimburse to the Insurer all expenses for the provided assistance services and amounts paid by the Insurer according to the Terms and Conditions hereof, in the event that the Insurer subsequently establishes that:

- a) the roadside assistance insurance was invalid at the time of the occurrence,
- b) the event has been excluded from roadside assistance insurance,

- c) the Insured has breached his obligations after the occurrence and
- d) the Insured has already used the agreed number of services he is entitled to in one insurance year, in accordance with Article 13 of the Terms and Conditions hereof.

SUBROGATION

Article 17

Upon the payment of insurance indemnity, the Insurer shall be subrogated to all rights of the Insured to compensation up to the amount of paid indemnity against the person responsible for the occurrence.

JURISDICTION

Article 18

In the event of any disputes arising from the insurance contract, the court in Belgrade, competent according to the place where insurance contract has been executed, shall have jurisdiction.

CONTRACTING PARTNER OF THE INSURED

Article 19

Within the roadside assistance insurance coverage the Insurer shall organise roadside assistance to the Insured through a contracting partner which has an organized Help Centre for the provision of adequate 24-hour roadside assistance.

At the moment of the conclusion of the insurance agreement, the Insurer shall be obliged to inform the Insured of the correct dial code of the contracting partner/Help Centre.

The Insurer shall be responsible for the selection of contracting partner, however, the Insurer shall not be responsible for the quality of service and works provided by a contractor and subcontractor selected by the contracting partner.

The responsibility for the quality of service provided and works undertaken in the course of assistance to the Insured shall be upon the contracting partner.

TRANSITORY AND CLOSING PROVISIONS

Article 20

These Terms and Conditions shall come into force on the eighth day from the date of their publishing in the Company Journal, **and shall become applicable as of 1 June 2019.**