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SOME ASPECTS OF RISKS IN EXTREME SPORTS INSURANCE

Slobodan Jovanović1*, Ozren Uzelac²

¹Faculty of Business Economics and Entrepreneurship, Belgrade, Serbia ²University of Novi Sad, Faculty of Economics, Subotica, Serbia

ORCID iDs: Slobodan Jovanović	https://orcid.org/0000-0003-0929-2516
Ozren Uzelac	https://orcid.org/0000-0001-6991-1644

Abstract

The authors' intention in this paper was to analyse the terms 'sport' and 'extreme sport,' and their essential differences, the types of extreme sports insurance, as well as aspects of risk assessment before insurance contract formation. When conducting the research, conclusions were drawn from the available literature on the nature and specifics of certain extreme sports. The opinions and attitudes cited served to highlight the importance of some, but not all, aspects or features of extreme sports. This led to the following division of the paper into sections concerned with: the concept of sport and the origin and concept of extreme sports; types of risks in extreme sports insurance; aspects of risk assessment in the insurance of persons engaged in extreme sports and preventive measures in extreme sports. Sources of legal, psychological and general theory were used to explore the motives for extreme sports engagement, national regulations were used only when contextually necessary, and insurance conditions were used to examine the content and differences of various insurances in the Serbian and British markets.

Key words: extreme sport, risk, accident, liability.

НЕКИ АСПЕКТИ РИЗИКА У ОСИГУРАЊУ ЕКСТРЕМНИХ СПОРТОВА

Апстракт

Намера аутора у овом раду била је анализа појмова "спорт" и "екстремни спорт" и њихових битних разлика, врста осигурања учесника у екстремним спортовима, као и различитих аспеката процене ризика пре закључења уговора о осигурању. Приликом спровођења истраживања закључци су извлачени на основу природе екстремних спортова и специфичностима појединих на основу проучене литературе.

^{*} Corresponding author: Slobodan Jovanović, Faculty of Business Economics and Entrepreneurship, Mitropolita Petra 8, 11000 Belgrade, Serbia, nsjovanovic@sbb.rs

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Мишљења и ставови који су навођени послужили су за истицање значаја неких, али не свих постојећих аспеката или карактеристика екстремног спорта. Зато је рад подељен у делове посвећене: појму спорта, те пореклу и појму екстремних спортова; врстама осигурања ризика екстремних спортова; апектима процене ризика у осигурању лица која се баве екстремних спортова; апектима процене ризика у осигурања се баве екстремних спортова; апектима процене ризика у осигурања која се баве екстремних спортова; апектима процене ризика у осигурања спортовима. У раду су коришћени извори правне, психолошке и опште теорије ради објашњења мотива за бављење екстремним спортовима, национални прописи само у мери у којој је то било неопходно у контексту излагања, и услови осигурања да би се указало на садржину и разлике у појединим врстама осигурања на српском и британском тржишту.

Кључне речи: екстремни спорт, ризик, незгода, одговорност.

THE TERM 'SPORTS,' THE ORIGIN AND THE TERM 'EXTREME SPORTS'

Before delving into the topic of the characteristics, specifics and selected questions and research into risks in extreme sports insurance, we first need to define the very term 'sport.' Its definition will be the first step towards understanding the meaning of 'extreme sport'. Accordingly, we will also ascertain at least an approximate classification of extreme sports.

The noun 'sport' originates in the first half of the 14th century, from the Anglo-French word *dysport*, meaning "activity that offers amusement, pleasure, or recreation" (Etymonline, 2025). The sports organisation *SportAccord* from Lausanne, Switzerland (the organisation representing the Olympic and non-Olympic international sports federations) has defined the cumulative criteria qualifying an activity as a sport. Thus, a sport whose international recognition is required should: (1) contain some competition, (2) not be harmful to living creatures, (3) not use equipment produced by only one manufacturer and (4) not have any type of 'luck' element designed into the sport (SportAccord, 2010).

The European Sports Charter (adopted in 1975, amended in 1992, 2001 and 2021, hereinafter: ESC) contains a framework for sports policy that every European country is obliged to implement, and defines 'sport' as all forms of physical activity which, through casual or organised participation, are aimed at maintaining or improving physical fitness and mental well-being, forming social relationships or obtaining results in competition at all levels (Recommendation CM/Rec(2021)5, art. 2, para. 1). At least two shortcomings arise from this definition. Firstly, it does not include sports without physical activity, such as the mind games of chess and bridge. The Serbian Sports Act 2016 clearly defines sports activities as all forms of physical and mental activity (art. 3(1)(1)), so it does not suffer from the perceived deficiency present in the ESC's definition of sport. The second shortcoming relates to the incompleteness of the ESC's definition, as it can only be partially applied to extreme sports. This is because extreme sports can serve for leisure and entertainment,

and not necessarily for establishing social relationships, maintaining or improving physical fitness, or achieving any results. We note the ESC's definition is in line with the list of sports of the International Olympic Committee and the criterion of physical activity, because of which mind sports are left out from their program (IOC, 2025). On the other hand, the definition of the ESC is abstract enough to embrace certain extreme sports from the Olympic Games' program. These are, for example, BMX freestyle cycling, mountain biking and skateboarding (IOC, 2025). Beside the mentioned physical and mind sports, there are also special sports subtypes in which motor vehicles or animals are used. In this sense, we distinguish motor sports like karting, motorcycling, formula 1 and equestrian sports (harness racing, show jumping and polo).

According to the encyclopaedia Britannica, 'extreme sports' are sporting events or pursuits characterised by high speed and risk, and are outside the traditional classification of sports (Britannica, 2025). It is difficult to determine exactly when this term was used first, but many believe it has been noticeably used since the early 1970s, when rock climbing and marathon running, then considered extreme, gained popularity (Winsborough, 2009, p. 1). In Winsborough's opinion, extreme sports may have become so popular due to the increased demand for dangers and excitement not found in the safety of modern life. One of the plausible explanations of the dominant motive why some individuals knowingly put themselves at risk of injury or death in extreme sports is the emotional variety experienced during the activity, such as nervous anticipation, excitement, peace, relief, confidence, and a sense of accomplishment (Stringer, 2023, p. 4).

With the practice of extreme sports, soon began the development of the so-called recreational tourism. In recent years, in Serbia, there has been more talk about the development of new products attractive to the international tourist markets, especially with regard to recreational tourism (Gligorijević, Kostadinović, 2023, p. 57). However, recreational tourism differs from extreme sports mainly in the intensity of commitment and professionalism. This is why extreme sports are equated with "adventure sports" within the health insurance legal theory to indicate a certain category of outdoor activities (Buckeley, 2018, p. 3).

The identification of extreme with adventure sports, apparently, seems unconvincing, with the decisive difference being that adventure sports can be practiced by amateurs only under the supervision of a trained guide and if clear safety protocols are followed (for example, skydiving, bungee jumping, recreational – tourist diving). However, adventure is a subjective view of an activity, because what looks as dangerous and physically demanding for an individual is a daily routine for a trained and experienced guide (Buckley, 2018, p. 8). The difficulty in drawing the line between adventure and extreme sports is also supported by the fact that skateboarding is classified into both categories depending on the way it is practiced (Hawk, 2023).

TYPES OF RISKS IN EXTREME SPORTS INSURANCE

Like any activity, engaging in extreme sports due to its dangerous nature implies numerous risks to which the insured is exposed. The insured can be an individual practicing extreme sports, a sport, or other organisation, such as an organiser and/or provider of extreme sports services.

However, British insurers are coming up with sports insurance products that contain different covers in one place. In this way, informing interested persons and sports organisations about insurance is much easier and faster, because the general and special insurance conditions are found in a single document. Potential policyholders can consider cover combinations, depending on their needs and legal obligations, insurance culture and sense of certain risks exposure: from the consequences of an accident to legal liability and various types of damage that can be suffered while participating in extreme sports.

Accident Insurance

This insurance falls into non-life personal insurance by the nature of compensation having an indemnifying character. On the Serbian and British insurance market, its cover includes: death due to an accident, permanent loss of general working capacity (disability), temporary work incapacity (daily benefit), and health impairment requiring medical assistance (treatment costs and hospital days) (Big Cat Insurance, 2021, p. 16; DDOR Novi Sad, 2019, art. 2(2)); Ripe Insurance Services Limited, 2021a, p. 13; Wiener Städtische osiguranje, 2020, art. 3(1)). Unlike the Serbian one, the British insurance market does not provide benefits due to temporary work incapacity (daily benefit).

The insured can be registered as a sport competitor, a member of a sport organisation, or an amateur athlete. It is worth saying the Serbian extreme sports insurance market is underdeveloped, and institutionally recognised sports insurance products provide cover for a very limited number of extreme sports, namely: (1) management and flying airplanes and other aircraft of all types, except when the insured is a passenger in public air transport; (2) sport parachute jumps; and (3) trainings and participation of the insured in public sports competitions as a registered member of a sports organisation in the following sports: football, ice hockey, jiu-jitsu, judo, karate, boxing, skiing, rugby, wrestling, ski jumping, mountaineering, speleological activities, underwater fishing, car and motorcycle speed races, motocross, and gocard (Wiener Städtische osiguranje, 2020, art. 10). Simultaneously, the insurers do not exclude liability even when cover for the other sport was not specifically agreed and the corresponding premium remained unpaid. If the above situation and accident occurred, the agreed sums would be reduced by the ratio between the premium that should have been paid and the premium actually

Some Aspects of Risks in Extreme Sports Insurance

paid. In contrast to the British market, the terms of accident insurance for athletes on the Serbian market do not contain special, specific obligations of the insured for the prevention of the insured event when practicing extreme sports. There are two coverage conditions for operating aircraft, watercraft, motor vehicles and other vehicles: firstly, the insured must have a prescribed official document authorising the driver to manage and fly the given kind and type of aircraft (UNIQA neživotno osiguranje, 2015, art. 11(5)(5); Wiener Städtische osiguranje, 2020, art. 11(1(5)); and secondly, there is no proven causal connection between the narcotics effects or the insured's intoxicated state and the accident (Wiener Städtische osiguranje, 2020, art. 11(1)(9)).

For select extreme sports, the law can provide for the conditions for arranging, maintaining, and equipping the sports field, rules for providing services, field marking and installing signposting, use of transport means, safety and order, and teaching. Everyone using the sports field must comply with the rules of conduct. Besides, the law can prescribe types of compulsory insurance. In this sense, the Serbian Public Ski Resorts Act specifically regulates issues important for accident insurance. A legal entity or an entrepreneur providing ski school services, with the consent of the ski centre, must, among other things, be registered for sports teaching, have the necessary licenses and an insurance policy against accident for trainees (Zakon o javnim skijalištima, 2006, art. 62).

Loss of Earnings Insurance

Bodily injury of the insured caused by extreme sport, resulting in temporary work incapacity, prevents the insured from normal work or occupation. In such cases, in the British market, compensation of earnings is given for a maximum of fifty-two weeks after the accident date up to the sum insured, or amounting to seventy-five percent of the earnings, whichever is lesser (Ripe Insurance Services Limited, 2021a, p. 14). In such cases, the Serbian insurance market allows the insured to agree a specific amount of daily allowance until the work incapacity ceases, but for a maximum of two hundred days (UNIQA neživotno osiguranje, 2015, art. 17(9); Wiener Städtische osiguranje, 2020, art. 19(9)).

Sports Equipment Insurance

It is common that things for insurance are defined in the insurance policy, thus making clear what the insurer's obligation refers to. The British insurance market defines sports equipment as equipment used directly in connection with the sport in question, including audio and visual devices (with batteries), clothing and accessories, luggage, personal effects, and trophies (Ripe Insurance Services Limited, 2021a, p. 9). Stolen, lost or accidentally damaged, including damage by third parties, equipment used for extreme sports must be kept locked in lockers and must not be left outdoors unattended. If those conditions are met, lost or damaged sports equipment is covered for the cost of repairs or replacement, up to the sum insured (Ripe Insurance Services Limited, 2021a, p. 15).

Liability Insurance

Liability insurance can be implemented as damage insurance in third party and property interest as a result of practicing extreme sports, and as liability insurance for persons being organisers or service providers of extreme sports. Damages to third parties include bodily injury, death, illness and mental injury (Ripe Insurance Services Limited, 2021a, p. 10). If an amateur-individual is insured, it is voluntary liability insurance, but if an organiser or service provider of extreme sports are engaged, liability insurance may be required by law. Liability insurance can also overlap with mandatory personal accident insurance on certain sports or other grounds (national parks). For example, a ski centre can conduct activities, i.e. acts related to the use of the ski resort, among other things, only if it takes out an insurance policy on skiers and other direct users of the ski resort against accidents at the ski resort (Zakon o javnim skijalištima, 2006, art. 33(1)(7)). In France, which has a long tradition of compulsory insurance of numerous risks, the obligation of civil liability insurance is prescribed for persons participating in recreational underwater fishing and private organisers of sports events involving land-based motor vehicles (Code du sport, 2006, articles 321-3, 331-10).

Professional Indemnity Insurance

The insurance of extreme sports risks covers participants, instructors and coaches. The insured event arises from breach of professional duty under contract or, in another legal way, in connection with civil liability arising from negligent acts, errors or omissions in the sport that is the profession of the instructor or coach (Ripe Insurance Services Limited, 2021a, p. 12). Those can be express or tacit wrong or inadequate advice, actions, movements, etc. of the instructor or coach inducing the participant in extreme sports, who trusts in their expertise and experience, to do something to their own detriment or, simply, sustain damage without their active contribution. Professional indemnity insurance covers the claim and defence costs an instructor or coach may incur if a claim, justified or not, is made by an extreme sports participant. It is generally accepted in the business practice of the Serbian and British markets that the insured event arises when a claim is made during the insurance period (Wiener Städtische osiguranje, 2020b, art. 7(1); Ripe Insurance Services Limited, 2021a, p. 12). In the Serbian insurance market, the claim deadline for this type of liability insurance is five years, which is the absolute statute of limitations from the day the damage occurred (Zakon o obligacionim odnosima, 1978, art. 376(2)).

ASPECTS OF RISK ASSESSMENT IN THE INSURANCE OF PERSONS ENGAGED IN EXTREME SPORTS

It is harder for professional athletes and amateurs in extreme sports in Serbia to take out insurance policies due to higher premiums against the increased loss frequency (Piljan, Piljan, Lukić, 2019, p. 81; Stanić, 2017, p. 497). Therefore, the assessment of the general and specific risks of a particular extreme sport or activity is of considerable importance for the insurer.

The process of extreme sports risks acceptance into insurance begins with adequately composed insurance conditions. One should fix the insurer's obligation incidence, i.e. define the insured accident. By the generally accepted standard, a personal accident is caused by a violation of physical integrity and health (Kalinić, Vojinović, Žarković, 2012, p. 113). Namely, the Serbian and British insurance markets accept as an accident any sudden event independent of the insured will, acting externally and abruptly on the insured body and causing their death, complete or partial disability, temporary work inability or health impairment requiring medical assistance (Big Cat Insurance, 2021, pp. 7, 16; DDOR Novi Sad, 2019, art. 5(1); Ripe Insurance Services Limited, 2021a, p. 8). Circumstances and events of the insurer's obligation in accident insurance are defined in the insurance conditions. For example, these are: trampling, collision, impact with any object or against any object, electric current or lightning strike, fall, slip, run over, wounding with a weapon, various other objects or explosive substances, stabbing with any object, impact or animal bite and stabbing insect, unless such a sting caused some kind of infectious disease (DDOR Novi Sad, 2019, art. 5(2)).

The insurance company must identify the risks and assess their severity. This means it must measure the potential loss size and the occurrence probability (Jovanović, 2016, p. 88). It is usual for insurers to categorise sports into danger classes of the insured event occurrence. The danger classes have a smaller or larger range depending on the insurer judgment, with the first class being sports with the lowest frequency, and each subsequent class indicating sports with an increasing damage frequency for which policyholders pay a higher premium. According to this methodology, extreme sports, as a rule, are classified in the peak danger class (Ripe Insurance Services Limited, 2021b, p. 1-2). For example, in one study of 533 mountaineers on British expeditions above 7,000m between 1968 and 1987, 23 mountaineers died, which represents 43,000 micromorts (a microprobability of 1 in 1,000,000 of death per climb), making hiking riskier than an average bombing mission in World War Two (Spiegelhalter, 2014).

Risk assessment problems can also arise because policyholders often participate in several extreme sports, increasing the risk of injury or death. Sports involving high speed, great heights or depths, tremendous physical effort or strength, or specialised equipment require careful underwriting.

A precondition for the insurer obligation is the materialisation of risks embraced by the insurance policy terms, because they lead to the occurrence of the insured loss (Jovanović, 2016, p. 80). Regarding extreme sports, the risk severity must reflect the subject sport type to establish specific dangers and possible consequences. The British insurance market insures the risks of many extreme sports as part of travel insurance, sportsmen insurance or health insurance. It also applies some cover restrictions or complete exclusions of particular extreme sports. For example, persons engaged in parachuting, skydiving and BASE jumping (jumps from fixed buildings and other objects lower than the recommended parachute opening height impose a high risk of the participant hitting the object he jumped from (Booth, Thorpe, 2007, p. 20; Brymer, 2010, p. 3; Winsborough, 2009, p. 1)) cannot be insured against critical illness and loss of earnings (AVIVA, 2022, p. 31). In travel insurance policies, personal accident risks of mountaineering and rock climbing are also covered to some extent. Additional covers are valid if specifically agreed upon, with an additional premium paid and on the condition activities take place up to a maximum of 4,000 meters above sea level and necessarily outside the winter period (AVIVA, 2022, p. 31). In other cases, this condition provides for activities taking place up to 6,000 meters above sea levels (Big Cat Insurance, 2021, p. 13). However, here too it should be noted the insurance of mountaineering above a certain altitude, but lower than the aforementioned maximum, is conditional on the prior written cover consent of the insurer (Ripe Insurance Services Limited, 2021a, p. 20).

The risk assessment process must also consider the applicant's age, experience, previous accidents and the total sum insured. With regard to a third insured person, age, legal restrictions regarding death and business capacity should be looked at. Insurance of a third party younger than fourteen or completely deprived of business capacity is void in the event death, while the insurance validity of a third party over the age of fourteen against death requires the written consent of their legal representative and each of the insured persons (Zakon o obligacionim odnosima, 1978, art. 947). Persons between the ages of fourteen and seventy-five can be insured on the Serbian insurance market (DDOR Novi Sad, 2019, art. 4(1)).

PREVENTIVE MEASURES IN EXTREME SPORTS

In some insurance policies, preventive measures are specified in a general way for all extreme sports. Thus, the insurer's obligation is excluded if or sport the insured did not wear the recommended or recognised protective equipment (helmets, protective eyewear, mouth guards, face protection, jock straps, life jackets, safety mats, pads and guards, protective footwear and padded flame resistant pressure suits for motorcyclists and motor cross participants /Medic8), or did not follow the safety procedures, regulations or rules of the organiser or service provider during an extreme activity (Big Cat Insurance, 2021, p. 13). Regarding climbing (alpinism), besides the mentioned equipment, a participant should have everything essential for a three-day climb, like food, water, and warm clothes (Booth, Thorpe, 2007, p. 68). Membership in a specialised club or association is a greater risk prevention guarantee for the insurer than insuring an amateur-individual alone, especially a beginner. A special aspect of the insured event prevention in extreme sports insurance is indeed the insured's previous experience and skill. If the insured can prevent panic, remain composed and focused and maintain clear and good judgment in the given environment, then this would also help protect them from injury or death (Brody, 2016; Brymer, 2010, pp. 4-5; Buckley, 2018, p. 8).

Specific protective measures are common to all extreme sports. These are procedures, actions and means of protection by which an effort is made to prevent the occurrence of a harmful event, or at least to reduce such a possibility (Žarković, 2013, p. 156). In that sense, the risks of mountaineering and rock climbing are covered with several additional activities' conditions. The insurer covers damage caused only during mountaineering and climbing in organised groups, using safety ropes and qualified guides (Big Cat Insurance, 2021, p. 13). Additionally, safety ropes and protective equipment must be of professional quality and manufactured by a specialist manufacturer (Ripe Insurance Services Limited, 2021a, p. 21). However, good training and protective equipment are no guarantee of the extreme athletes' safety against unexpected events beyond their control and influence, such as equipment failure, weather calamity (storm, avalanche) or disruption of their plans (Cliff's Notes, n/a).

Typically, national parks also prescribe rules for the management of recreational activities, some falling under extreme sports, and reserve the right of prohibition in the protected area (National Park Service, 2006, p. 101). Recreational diving creates extraordinary circumstances regarding excluded risks, too. For example, the British insurance market considers diving deeper than forty meters, diving in underwater wrecks or caves, attempting deep diving records or untrained divers to be severe risks requiring special assessment (Royal London, 2023, p. 22). This is quite understandable due to the physics of fluids exposing the diver's lungs to enormous strain the deeper they dive. The water pressure increases by one atmosphere for every ten meters of depth, and lung volume at ten meters of depth decreases to half its norm due to pressure, resulting in a greater oxygen consumption and the loss of consciousness risk when surfacing (Booth, Thorpe, 2007, p. 99).

With insurance in sports with contact between the insured and the opponent with so-called cold weapons, the insurer obligation occurs only if the insured risk was caused by a blunted or padded weapon and the participants in the fight wore protective equipment (Ripe Insurance Services Limited, 2021b, p. 2). The assessment of the risk severity of non-motorised and motorised hang gliding, including gliding in a chair or behind a bar (paragliding), tied to a vessel (paradescending, parasailing), and including the operation of other aircrafts, necessarily attracts special attention and requires caution. The assessment of these risks, inter alia, uses the number of flying hours of the insured, and information on intentions to achieve a record, participate in a competition, exhibition or aerobatic (Friends Provident International Limited, 2018, p. 4).

CONCLUSION

Extreme sports are activities that expose people to injury or death, as well as diverse material damage. Due to the extremely high probability of an event occurrence, the risks of extreme sports require special attention when underwriting. Each extreme sport is characterised by specific mechanisms of manifestation, making the nature of the danger different in each of them. However, protective measures in extreme sports are not an absolute guarantee the insured event will not happen. The insurance market of the Republic of Serbia is not adapted to the specifics of extreme sports. The terms of accident insurance of the British and Serbian markets coincide by definition with the Serbian market providing examples of accident events. Although the Serbian insurance market can offer a combined product for individuals, clubs and associations engaged in extreme sports, the conditions of the athletes' insurance provide personal accident coverage only. The British market is more flexible because multiple covers are offered in one product, enabling the policyholder to acquaint themselves with options for their insurance.

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НЕКИ АСПЕКТИ РИЗИКА У ОСИГУРАЊУ ЕКСТРЕМНИХ СПОРТОВА

Слободан Јовановић¹, Озрен Узелац²

¹Висока школа за пословну економију и предузетништво, Београд, Србија ² Универзитет у Суботици, Економски факултет, Суботица, Србија

Резиме

Дефиниција екстремних спортова излази ван оквира признатих спортова иако се неки есктремни спортови налазе у програму Олимпијских игара. Признати спортови служе одржавању или унапређивању физичке спремности, формирању друштвених односа или постизању резултата на такмичењима свих нивоа. Екстремни спортови се практикују ради разоноде и забаве, али често и ради личне афирмације вештине и утиска публике. Потенцијалним осигураницима су на располагању за разматрање различитих комбинација покрића, у зависности Some Aspects of Risks in Extreme Sports Insurance

од њихових потреба и законске обавезе, културе осигурања и осећаја изложености одређеним врстама ризика: од последица несрећног случаја до законске одговорности и разних штета током учествовања у екстремном спорту. Осигурање ризика у екстремним спортовима може да се спроводи као индивидуално или колективно. Осигураник може да буде лице које се бави екстремним спортом, инструктор или тренер, као и организација која је у обавези да одржава и опреми терен за такмичење и испуњава све услове безбедности боравка на терену. Процес преузимања у осигурање ризика екстремних спортова на првом месту почиње од адекватно састављених услова осигурања. Неопходно је одредити када настаје обавеза осигуравача, односно шта се сматра осигураним несрећним случајем. Затим, осигуравајуће друштво треба да идентификује ризике и процени њихову тежину. Уобичајено је да осигуравачи врше категоризацију спортова према разредима опасности од настанка осигураног случаја. У први разред спадају спортови са најмањом учестаношћу, а сваки следећи разред означава спортове са све већом учестаношћу штете због које осигураници морају да плате већу премију. Наведеном методологијом екстремни спортови се, по правилу, сврставају у највиши разред опасности. Осигураници су дужни да спроводе заштитне мере општег и специјалног карактера. Опште заштитне мере налажу осигуранику коришћење препоручене или признате безбедносне опреме и поштовање безбедносне процедуре, прописа или правила организатора или пружаоца услуге. Минимална стандардна опрема у већини екстремних спортова су кациге, штитници и рукавице. Са друге стране, специјалне заштитне мере се примењују само у конкретним екстремним спортовима. То може бити употреба сигурносног конопца и трака у алпинизму, затупљене оштрице хладног оружја у борилачким спортовима и слично.