

# Terms and conditions for travel insurance

## INTRODUCTORY PROVISIONS

Travel insurance Terms and Conditions constitute an integral part of the Contract on travel health insurance of persons during travel and stays abroad, travel health insurance of foreign visitors in the Republic of Croatia, daily compensation insurance for unused ski pass (ski pass insurance), daily compensation insurance while wearing an immobilisation device, automotive assistance insurance, insurance of passengers against accidents, private liability insurance, luggage insurance and travel cancellation insurance concluded between policyholders and Generali osiguranje d.d.

Certain terms used in these Terms and Conditions shall have the following meaning:

- 1) **Insurer** – Generali osiguranje d.d., Zagreb, the Republic of Croatia which concludes the insurance contract;
- 2) **Policyholder** – the person who has entered into an insurance contract with the insurer and may be any natural person or legal entity;
- 3) **Insured person** – the person whom the insurance refers to; Only a natural person may be an insured person;
- 4) **Beneficiary** – the person whom the insured sum or compensation is paid to;
- 5) **Third party** – a person who is not the subject of the insurance contract, i.e. the person whose liability is not covered by the insurance;
- 6) **Insured sum** – the maximum amount of the insurer's liability per single harmful event;
- 7) **Insurance premium** – the amount which the insured person is obliged to pay to the insurer under the insurance contract
- 8) **Insurance policy** – a document on the conclusion of the insurance contract;
- 9) **Insurance contract** – consists of the Policy and these Terms and Conditions;
- 10) **Luggage** – all items for personal use during travel including souvenirs therefrom;

## I. GENERAL PROVISIONS

### CONCLUSION OF THE INSURANCE CONTRACT

#### Article 1

1. An insurance contract is concluded on the basis of a written insurance policy – but exclusively prior to commencement of the travel.
2. Travel cancellation insurance may only be concluded at the time of conclusion of a travel agreement, i.e. on the date of conclusion of an accommodation or transport services agreement. If the travel cancellation insurance is not concluded at the time of conclusion of the travel agreement, the insurer shall not be required to make payments under indemnity.
3. The insurance contract is concluded by insurance premium payment.

### INSURANCE POLICY

#### Article 2

1. The following must be specified in the insurance Policy:
  - 1) contracting parties
  - 2) insured person(s)
  - 3) risk covered by the insurance
  - 4) insurance duration and coverage period
  - 5) insured sum
  - 6) premium
  - 7) date of issue of the policy
  - 8) signatures of the contracting parties
2. In cases of conflicts between any provisions of these Terms and Conditions and any provisions of the policy, the provisions contained in the policy shall prevail and in cases of conflicts between any printed provisions contained in the policy and any handwritten provisions contained in the policy, the handwritten provisions shall apply.
3. Scope of the insurance cover shall only apply to those persons and insured perils specified in the insurance policy.

### COMMENCEMENT AND DURATION OF THE INSURANCE CONTRACT

#### Article 3

1. **Travel health insurance of persons during travel and stay abroad, automotive assistance insurance during travel and stay abroad and private liability insurance**  
The insurer's liability commences at midnight at the beginning of the day indicated in the policy as commencement of insurance, but not before the insured person / vehicle crosses the national border when leaving the Republic of Croatia if the insurance premium has been paid in full by that time, and it ceases at midnight at the end of the day indicated in the policy as the day of expiry of the insurance or earlier if the insured person / vehicle crosses the national border when returning to the Republic of Croatia before that time.
2. **Travel health insurance of foreign visitors during their stay in the Republic of Croatia**  
The insurer's liability commences at midnight at the beginning of the day indicated in the policy as commencement of insurance, but not before the

insured person / vehicle crosses the national border when entering the Republic of Croatia if the insurance premium has been paid in full by that time, and it ceases at midnight at the end of the day indicated in the policy as the day of expiry of the insurance or earlier if the insured person / vehicle crosses the national border when returning from the Republic of Croatia before that time.

3. **Insurance of passengers against accidents and luggage insurance**  
The date indicated in the insurance policy as the start of the insurance is deemed the start of the insurance, but it shall start no sooner than the travel commences provided that the entire insurance premium has been paid by then. The date indicated in the property insurance policy as expiry of the insurance is deemed expiry of the insurance, but it shall expire when travel ends at the latest.
4. **Daily compensation insurance while wearing an immobilisation device**  
The insurer's liability commences on the 15th day the immobilisation device is worn.
5. **Ski pass insurance (daily allowance)**  
The insurer's liability commences on the 4th day of hospital treatment of consequences of an accident which occurred during skiing.
6. **Travel cancellation insurance**  
The insurer's liability arising from travel cancellation insurance commences at midnight at the end of the day indicated in the policy as the date of conclusion of the insurance contract and it ceases at midnight at the end of the day when 50% of the foreseen duration of the insured person's travel expires if the entire insurance premium has been paid in full by then.
7. **Flat indemnification insurance against hospital stay exceeding 72 hours**  
The insurer's liability commences upon expiry of the 72nd hour of hospitalisation due to of an accident which occurred during the travel.
8. Duration of insurance may be from the minimum of 1 to the maximum of 366 days, for all short-term individual, family and group insurances.  
If an annual insurance is concluded, the duration of the insurance shall be of one year only, provided that each travel of the Insured person is not longer than 30 days.

### INSURED EVENT

#### Article 4

1. A potential event on account of which the insurance is concluded (insured event) must be future and uncertain, as well as independent of the policy holder or insured person's sole will.
2. The insurance contract shall be deemed null and void if, at the time of its conclusion, the insured event has already occurred or is occurring or will certainly occur or if the possibility of its occurrence has already ceased to exist.

### PAYMENT OF THE INSURANCE COMPENSATION

#### Article 5

1. When the insured event occurs the insurer shall disburse the indemnity within the agreed deadline period which may not exceed 14 (fourteen) days, running from the date on which the insured person receives the notice on occurrence of the insured event.
2. Should a certain time be necessary for the determination of the insurer's liability or its amount, the insurer shall pay the agreed indemnity within 30 (thirty) days from the receipt of the insurance claim or it shall, within such period, inform the insured person that his/her claim is ill-founded.
3. If the amount of the insurer's liability is not determined within the deadline periods under paragraphs 1 and 2 of this Article, the insurer shall, without delay, disburse the amount of the undisputable part of its liability as advanced payment.
4. If the insured sum is agreed in EUR, the insured person shall indemnify against the loss in HRK equivalent of the EUR, calculated in accordance with the middle exchange rate of the Croatian National Bank as of the date of claim settlement.

### INSURANCE BENEFICIARIES

#### Article 6

1. **Travel health insurance of persons and automotive assistance insurance during travel and stay abroad, daily compensation insurance for unused ski pass and daily compensation insurance while wearing an immobilisation device and travel cancellation insurance**  
For the purpose of these Terms and Conditions, the insurance beneficiary shall be understood as the insured person or any other party who can prove that he or she has incurred expenses indemnifiable under this insurance.
2. **Insurance of passengers against accidents**  
In case of the insured person's death, the insurance beneficiaries shall be his/her legal heirs, whereas in case of disability, the insurance beneficiary shall be the insured person him/herself.



# Terms and conditions for travel insurance

## ASSIGNMENT OF THE INSURED PERSON'S RIGHTS AGAINST THE PERSON DEEMED LIABLE TO THE INSURER (SUBROGATION)

### Article 7

1. Upon indemnity payment arising from the insurance and according to the law, all insured person's rights against the person deemed liable for the loss on any basis, shall be assigned to the insurer up to the amount of the paid indemnity.
2. If such subrogation is, partially or entirely, made impossible due to the insured person's fault, the insurer shall be released from liability towards the insured person to the necessary extent.
3. The assignment of the insured person's rights to the insurer shall be carried out without detriment to the insured person, and should the indemnification received by the insured person from the insurer be, for any reason, lower than the loss he/she sustained, the insured person shall be entitled to payment of the remaining identification amount from the funds of the person liable for the loss before the disbursement of the insurer's claims on the basis of the rights assigned to him.
4. By way of derogation from the rules on assignment of the insured person's rights to the insurer, such rights shall not be assigned to the insurer if the damage was caused by the insured person's next of kin, by a person for whose acts the insured person is responsible, a person sharing the same household with the insured person or an insured person's employee, except where such persons have caused the loss deliberately.
5. If any person referred to in the previous paragraph is insured, the insurer may request such person's insurer to compensate the amounts it has paid to the insured person.
6. The provisions of this Article shall not apply to insurance of passengers against accidents.

## AMICABLE RESOLUTION OF DISPUTES

### Article 8

1. The parties agree that all disputes arising from this contract shall be settled in an amicable manner.
2. The policyholder, the insured person and the insurance beneficiary agree to notify the insurer, without delay, of all disputable matters, complaints, objections and misunderstanding arising from the relationship with the insurer.
3. The notifications referred to in paragraph 2 of this Article shall be submitted in writing, in a form allowing the content of the notification, the signature of the party submitting the notification and the time when the notice was sent to be discerned with certainty.
4. The insurer shall forward the received complaints/objections referred to in paragraph 2 of this Article to the Complaints Committee. The Committee's response shall be promptly delivered to the applicant, in any event no later than within 15 (fifteen) days after the date of receipt of the complaint/objection. Exceptionally, when the response may not be obtained within the above time-limit, the applicant who had submitted the complaint/objection shall be notified on the reasons for the delay and the time of likely completion of the procedure shall be indicated as well as the time when the response to the complaint/objection shall be provided.
5. All disputes arising from this contract or in relation to this contract, including the disputes pertaining to the issues of its valid conclusion, violation or termination as well as legal effects arising therefrom may be referred to mediation before a mediation organisation in the Republic of Croatia. The parties shall have no obligations under this provision if those disputes are not resolved through the mediation within 60 (sixty) days following the day when the proposal to institute the mediation was submitted or in another period agreed by the parties.

## JURISDICTION IN EVENTS OF JUDICIAL PROCEEDINGS

### Article 9

1. In the event of litigation between the policyholder/insured person/beneficiary of the insurance and the insurer, the competent court in Zagreb shall have jurisdiction.

## RELEVANT LAW

### Article 10

1. The law of the Republic of Croatia shall apply to the insurance contract unless the parties to the contract have agreed otherwise.

### Clause – combating financing of terrorism

The insurer reserves the right to reject an offer to conclude an insurance contract and/or the right to terminate the insurance contract unilaterally and/or freeze assets if the policyholder or persons affiliated with the policyholder are registered with the international lists established to combat financing of terrorism.

## STATUE OF LIMITATION

### Article 11

1. Receivables under the insurance contract concluded under provisions of these Terms and Conditions shall be limited in accordance with provisions of the Civil Obligations Act.

## INSURER OVERSIGHT

### Article 12

1. Croatian Financial Services Supervisory Agency is competent to perform supervision of the insurer.

## FINAL PROVISIONS

### Article 13

1. Other mandatory provisions of the Civil Obligations Act shall also apply to contracts on travel health insurance of persons during travel and stay abroad, travel health insurance of foreign visitors to the Republic of Croatia, daily compensation insurance for unused ski pass, daily compensation insurance while wearing an immobilisation device, automotive assistance insurance, insurance of passengers against accidents, private liability insurance, luggage insurance, and travel cancellation insurance, and supplementary provisions shall apply if issues to which they relate are not regulated otherwise hereunder.

## II. SPECIAL PROVISIONS

### TRAVEL HEALTH INSURANCE

#### Article 14

1. Pursuant to these special provisions, during travel and stay abroad, an insured person may be a citizen of the Republic of Croatia or a foreign national who, according to the Croatian Act on Movement and Residence of Aliens has the following status in Croatia:
  - 1) extended stay
  - 2) stay on the basis of a business visa
  - 3) permanent residence
2. Any foreign visitor may become an insured person during his/her stay in the Republic of Croatia. A foreign visitor is a person domiciled outside Croatia who travels as a tourist outside his/her usual setting for a period shorter than 12 months with any objective other than performance of activities generating him/her income in the visited place.
3. Under these Terms and Conditions, the insurance cover shall apply to all the countries specified in the insurance policy except the countries where the insured person is domiciled and the countries where he/she is entitled to public healthcare protection and the countries whose nationality the insured person has.

### SCOPE OF THE INSURER'S LIABILITY

#### Article 15

1. The services provided and paid for by the insurer shall be the following:
  - if the insured person is ill or injured, the insurer shall:
    - 1) refer him/her to a physician providing all necessary information related to emergency medical assistance, specifically names, telephone numbers and addresses of physicians, dentists, hospitals, medical institutions, pharmacies, healthcare centres nearest to the insured person's current place of stay abroad,
    - 2) advise the insured person on necessary steps/actions to take except establishing a diagnosis,
    - 3) monitor the insured person's health conditions through the physician or medical institution treating the insured person and convey the information on the insured person's health to a person in Republic of Croatia indicated by the insured person,
    - 4) in case of lack of certain medication in the insured person's current place of stay abroad which are, in the physician's opinion, direly needed, organise supply of such medication or their appropriate substitution to the insured person,
    - 5) should the insured person require hospitalisation, the insurer shall choose a medical institution which suits best the nature and course of the insured person's illness, book a hospital room, arrange transportation to the hospital, inform the hospital about the invoice payment method,
    - 6) if the insured person chooses on his own to be hospitalised in an institution not suited to the nature and course of the insured person's illness, and in such cases the insurer shall move the insured person to an institution better suited to the nature and course of the insured person's illness,
    - 7) and if the health condition requires repatriation, it shall organise the insured person's repatriation from the place of stay to the place of his/her residence or to a hospital in Croatia chosen by the insurer's medical staff, and, where necessary, it shall ensure that the insured person is accompanied by a medical team. Additional costs of transportation of an escort shall be covered if the medical staff, i.e. the call centre, deems such an escort necessary. If the insured person is not a Croatian citizen and wishes to be repatriated to his/her homeland, the insurer shall organise the repatriation and assume financial liability up to the limit that corresponds to the cost of repatriation of the insured person to Croatia. Only the insurer's

physicians may decide on advisability and means of repatriation. If the physicians decide that the insured person's repatriation is possible and the insured person refuses it, all insurer's services shall terminate immediately, i.e. the insured person shall bear all further expenses. The total above repatriation expenses shall be covered up to the limit of 50% of the insurance amount for the travel health insurance recorded on the insurance policy,

- 8) arranges repatriation, organisation and coverage of expenses related to the insured person's return to the country of domicile upon termination of medical treatment, as an ordinary passenger, if the ticket held by the insured person became invalid. In case of an insured person who is not a citizen of the Republic of Croatia and who wishes to be repatriated to his/her homeland, the insurer shall organise repatriation and assume financial liability up to the limit corresponding to the cost of repatriation of the insured person to Croatia,
- 9) stationary treatment (first medical aid before arrival at the hospital),
- 10) medications and medical supplies prescribed by a physician,
- 11) necessary medical aids and walking aids forming an integral part of the treatment of fractured limbs and injuries, as prescribed by physicians,
- 12) X-rays, scanner and laboratory diagnostics,
- 13) hospital treatment in a medical institution abroad where the insured person is constantly monitored by medical staff using appropriate diagnostics and therapeutic medical equipment and where scientifically proven methods of treatment, clinically tested in that country, are used. If an insured event occurs, the most appropriate and the nearest local hospital to the insured person's place of temporary stay abroad shall be used;
- 14) costs of transportation provided by formally authorised emergency services for the purpose of admission of the insured person to the nearest hospital, or the nearest available physician, also exceptionally transportation by a taxi, All above transportation expenses shall be covered up to the limit of EUR 10,000.
- 15) in cases of helicopter or airplane rescue of the insured person, the insurer shall only provide compensation for necessary and proven expenses incurred with the objective of saving the insured person's life in inaccessible places or with the objective of providing necessary and urgent medical assistance up to the limit of EUR 10,000
- 16) costs of relocation to a specialist clinic where this is medically indicated and prescribed by a physician,
- 17) necessary surgeries, also including expenses related to the surgical procedures,
- 18) dental treatment performed exclusively for the purpose of relieving of acute toothache in the amount up to 2% of the amount of the travel health insurance amount indicated in the insurance policy
- **in cases of the insured person's death:**
- 19) the insurer shall organise and bear the costs of transportation of the body from the place of death to the deceased person's home or bear the costs of funeral at the place of death up to the limit set out in paragraph 1, item 7 of this Article,
- 20) if the family of the insured person organises transportation of the insured person's body prior to the insurer's approval, the insurer shall reimburse the costs up to the amount that corresponds to the sum which would be charged by a person who would have provided the service to the insurer had it organised the transportation, but up to the limit set out in paragraph 1, item 7 of this Article,
- 21) if the insured person is not a citizen of the country he/she came from and his/her family wishes to repatriate the body to the insured person's homeland, the insurer shall organise transportation of the body and assume financial liability up to the limit corresponding to the cost of repatriation of the insured person to Croatia.

## EXCLUSION OF THE INSURER'S LIABILITY

### Article 16

1. The insurer's liability shall be excluded in the following cases:
  - 1) chronic diseases and consequences thereof, if such consequences existed or were known at the time of the conclusion of the insurance contract,
  - 2) illnesses treated in the last 6 months prior to the commencement of the insurance, including consequences thereof,
  - 3) removal or transplantation of organs, tissues or cells,
  - 4) trips to spas for therapeutic purposes, costs of preventive medications, rehabilitation in natural reserves and medical centres, sanatoria or rehabilitation centres,
  - 5) medical treatments, care, treatments, diagnostics or check-ups, which

- are not consequences of an emergency medical response or accident related to the insured event, as well as vaccination or medications,
- 6) experimental treatment methods or methods used in research which are not recognised by the national health insurance,
- 7) plastic surgeries, aesthetic or corrective treatments and surgeries,
- 8) procurement, repair and use of prescription eyeglasses and contact lenses,
- 9) dental treatment not caused by acute toothache (final dental treatment; jaw surgery, except in the case of accident; orthodontics, parodontology; removal of tartar; removal or replacement of a tooth; tooth crowns; manufacturing of dentures, replacement and fitting thereof),
- 10) stay in a single room or private accommodation at the hospital if not justified and approved by a physician,
- 11) repatriation organised on one's own, not approved and confirmed by the insurer and the call centre,
- 12) refusal by the insured person to follow the instructions of the physician and medical staff, and non-compliance with dates, type and method of repatriation organised by the call centre and obtained in consultation with a physician at medical institutions responsible for the insured person abroad,
- 13) civil war, international war, riots, mass movements, terrorist acts and sabotage, attacks,
- 14) any effect of radioactive origin,
- 15) any loss or cost caused by epidemics, contamination or natural disasters known before departure,
- 16) accidents which occurred at the time of perpetration of a crime by the insured person or as a consequence of drunkenness or an addiction (alcohol, illicit drugs, medicines) of the insured person,
- 17) damage incurred during manual and/or physical work performed to generate income. The manual and/or physical work is the work requiring increased physical activity such as, for instance, construction and installation works, work performed in open spaces, work performed using machinery, work in the service sector (waiters, cooks, maids, etc.),
- 18) use of illicit drugs or narcotics not prescribed by a physician,
- 19) accidents deliberately caused by the insured person and consequences of an attempted suicide,
- 20) accidents which occur while operating aircraft of any kind, vessels, motor and all other vehicles or machinery without a proper statutory document which authorises the driver to operate and drive such kind and type of aircraft, vessel, motor or other vehicle, The insured person shall be deemed to hold a legally prescribed official document when he/she drives under immediate supervision of a professional instructor for the purpose of preparation for and undergoing the test for obtaining an official document.
- 21) costs incurred as a result of a mental disorder or depression, as well as consequences thereof,
- 22) pregnancy and all its consequences or complications, in particular: deliberate termination of pregnancy, birth, spontaneous abortion. However, in cases of acute complications during pregnancy, the insurer shall, within the framework of the policy, reimburse the cost of the first medical response necessary to remove the danger of death of the mother and/or the child, provided that the pregnant woman has not turned 35 and that the 28th week of pregnancy has not expired,
- 23) artificial insemination or any other sterility treatment, as well as contraception costs,
- 24) sexually transmitted diseases, AIDS,
- 25) accidents arising from pursuit of the following sports at a recreational level unless an additional premium has been paid: automobile and motorcycle motorsports, base jumping, extreme cycling (downhill), martial arts, bungee jumping, ice climbing, horseback riding, horse racing, hunting, mixed martial arts (MMA, ultimate fight, free fight), climbing (sport and freestyle), climbing (climbing wall), mountaineering/alpinism, diving, speleological activities, trekking, triathlon, zip-line, and aerial sports,
- 26) accidents arising from professional or non-professional pursuit of the following sports (competition, exhibition and training) unless an additional premium has been paid: aerobics, acrobatic rock and roll, athletics, automobile and motorcycle motorsports, badminton, base jumping, baseball, cycling (mountain bike, road bike, extreme / downhill), martial arts, bungee jumping, weightlifting, gymnastics, golf, hockey, ice climbing, horseback riding, horse racing, sailing, kayaking, canoeing, hunting, fencing, mixed martial arts (MMA, ultimate fight, free fight), climbing (sport and freestyle), climbing (climbing wall), mountaineering / alpinism, hiking (mountain trail walking), dancing, swimming, rafting, fishing/angling, diving, speleological activities, ball sports, shooting, archery, tennis, table tennis, trekking, triathlon, water sports, winter sports, zip-line, and aerial sports,



# Terms and conditions for travel insurance

Within the meaning of these Terms and Conditions, amateur athletes are people who do not pursue sports as their main occupation. However, they are registered members of sport organisations with which they practice and for which they compete. Any compensation they may receive on the basis of their membership does not represent their regular income.

Professional athletes are persons who pursue sports as their primary occupation (practice, participation in competitions). The compensation they receive constitutes their regular income.

Recreational sportspersons are people who pursue sports intermittently and who are not registered members of any sport organisation,

- 27) accidents which occur during or as a consequence of a criminal act or fight (except in cases of self-defence),
- 28) costs incurred as a result of thermal treatment, radiotherapy, phototherapy, heliotherapy, cosmetic surgery,
- 29) prostheses and costs of artificial limbs or equipment,
- 30) costs of vaccination,
- 31) treatment or care provided by a physician who is a family member,
- 32) compensation for medical expenses already indemnified or planned to be indemnified under another contract or right.

However, the insurer always guarantees assistance to the insured person in any situation involving mortal danger. The situation involving mortal danger shall mean a situation for which it may be determined, in opinion of the call centre, that the insured person would have lost his/her life if there had been no medical intervention. Costs of such rescue are included in the scope of the cover up to the limits defined under these Terms and Conditions and the insurance policy. If such costs exceed the scope of the cover and the limits defined under these Terms and Conditions and the insurance policy, the insured person shall bear such expenses.

## ENJOYMENT OF RIGHTS UNDER THE INSURANCE

### Article 17

1. In cases of occurrence of an insured event, the insured person is required to comply with the insurer's instructions.
2. Upon notification of the occurrence of the insured event, the call centre shall approve and provide further instructions for the purpose of treatment process and provision of assistance services.
3. The insured person shall provide free access to his/her medical and other records to the call centre or its representative and enable them to consult the authorised medical staff in charge of his/her treatment or enable medical check-up in order to determine the insured person's health condition.
4. If the insured person complies with the instructions under paragraphs 1, 2 and 3 of this Article, he/she will not be obliged to incur costs under Article 15 of these Terms and Conditions abroad.

### Article 18

1. The insurer should be contacted immediately following the event, except in case of unforeseen events or events of force majeure.
2. In the course of its interventions, the insurer shall always comply with national and international laws and/or other legal acts.
3. The insurer shall not be held liable for: delays or unexpected events during provision of contracted services in case of a strike, explosion, demonstrations, mass movements, traffic restrictions, sabotages, terrorism, civil or international war, consequences of radioactivity or in any other case of force majeure, unforeseen circumstances or restrictions of the insurer's operations.
4. If the insured person fails to comply with the instructions referred to in Article 17 paragraphs 1, 2 and 3, he/she is required to notify the insurer of the reasons thereof. Upon establishment of liability, the insurer shall reimburse the insured person for the costs referred to in Article 15 of these Terms and Conditions.
5. The insured person must, in any case, try to decrease costs to a necessary level and submit all original invoices to the insurer.
6. The insurer shall only be liable to indemnify the loss if the proof of insurance cover is accompanied by the following documentation:
  - 1) original invoices which must contain name of the treated person, a diagnosis, information on individual items of the provided medical treatment as well as dates thereof,
  - 2) where the costs refer to purchase of medicines, the invoice shall entail a prescription issued to the insured person's name by a physician clearly indicating the prescribed medicines, their price and confirmation by the pharmacy (stamp) that the medicine has been paid,
  - 3) in case of dental treatments, the invoice must also contain information on treated tooth and performed treatment,
  - 4) in case of reimbursement of transportation costs of the deceased insured person's remains or his/her funeral at the place of death, invoices must be supported by an official certificate of death and a coroner's report indicating the cause of death,
  - 5) in case of transportation to the place of residence the invoices must be supported by a medical report confirming the necessity of transportation.

The insured person is required to forward to the insurer, without delay, all invoices sent to his/her home address, for payment. If he/she acts contrary to this provision, the insurer shall only reimburse the costs relating to medical services that have been provided, whereas the costs of the financial transaction, a dunning letter and penalty interest shall be borne by the insured person him/herself.

7. The insurer may request translation of invoices and accompanying medical documents in which case the costs of the translation shall be paid by the insured person and/or beneficiaries. If the costs of translation are borne by the insurer, these will be deducted from the claim amount.

### Article 19

1. In order to exercise the rights under the insurance, the insurance claims shall be submitted to the insurer no later than 30 (thirty) days after completion of medical treatment (at the place of travel) or after transportation to the place of residence, or, in case of death, after transportation of the remains or after the funeral at the place of death.
2. The policyholder, insured person or insurance beneficiary shall, at an insurer's request and for the purpose of claim settlement, submit all information necessary for establishment the circumstances of the cause of occurrence of the insured event or the scope of the insurer's liability, including the proof of actual commencement of the trip.
3. The insured person shall, at the insurer's request, undergo medical examination carried out by a physician of the insurer's choice.
4. The policyholder and the insured person shall authorise the insurer to obtain all information from third parties - providers of medical and other services within the meaning of these Terms and Conditions, necessary for the establishment of the insurer's liability. By accepting these Terms and Conditions, the insured person releases all medical and paramedical staff involved in his/her treatment before and after the occurrence of the insured event from obligations of professional confidentiality.

## DAILY COMPENSATION FOR UNUSED SKI PASS

### SCOPE OF THE INSURER'S LIABILITY

#### Article 20

1. If the insured person suffers an accident during skiing due to which he/she must be hospitalised for 4 or more days, the insurer shall compensate the costs of unused ski-pass.

## REPORTING THE INSURED EVENT

### Article 21

1. The insured person is required to notify the loss at the latest within 30 (thirty) days after his/her return from the ski destination.
2. When notifying the occurrence of an insured event, the insured person is also required to enclose the following:
  - 1) a certificate on administered hospital treatment clearly showing the duration thereof, issued by the hospital
  - 2) medical records
  - 3) original ski pass

## INSURANCE INDEMNITY

### Article 22

1. Should an insured event occur, the insurer shall pay the maximum compensation of 40 EUR per each day of unused ski pass.

## DAILY COMPENSATION INSURANCE WHILE WEARING AN IMMOBILISATION DEVICE

### SCOPE OF THE INSURER'S LIABILITY

#### Article 23

1. If the insured person suffers an accident during the trip, due to which he/she must wear an immobilisation device, the insurer shall compensate the insured person for each day he/she wears the immobilisation device in accordance with Article 25 of these Terms and Conditions.

## REPORTING THE INSURED EVENT

### Article 24

1. The insured person is required to notify the loss at the latest within 30 (thirty) days after his/her return from the trip.
2. When notifying the occurrence of an insured event, the insured person is required to enclose medical documentation clearly indicating the period of immobilisation and consequences of the accident.

## INSURANCE INDEMNITY

### Article 25

1. In case of the occurrence of an insured event, the insurer shall pay EUR 15 as compensation for each day the immobilisation device is worn, starting from the 15th day the immobilisation device is worn, up to the maximum payment limit of 300 EUR.

## **AUTOMOTIVE ASSISTANCE**

### **DURING TRAVEL AND STAY ABROAD**

#### **Article 26**

1. The place of residence of the automotive assistance beneficiary must be home address within the territory of the Republic of Croatia, inscribed in the vehicle registration card/certificate of title to a motor vehicle, except in case of foreign nationals where the address inscribed in the permit of stay in the Republic of Croatia shall be deemed their home address.
2. The insurance coverage under these Terms and Conditions shall be valid for the following countries: Andorra, Albania, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Cyprus, Czech Republic, Montenegro, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxemburg, Macedonia, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of San Marino, Romania, Russia (only Moscow and Saint Petersburg), Serbia, Slovakia, Slovenia, Spain (including the Balearic Islands and the Canary Islands), Sweden, Switzerland, Turkey, Ukraine, Great Britain, Vatican - the countries included in the Green Card system, except countries of which the insured alien is a citizen. The above countries shall be excluded in case of civil riots, civil war, international war, political instability, retaliation, mass movements, terrorist acts and sabotage, restriction of freedom of movement of persons and transport of goods, attacks, explosions, natural disasters, atomic fusion or any other force majeure.

### **SCOPE OF THE INSURER'S LIABILITY**

#### **Article 27**

1. The insurance cover is valid for:
  - 1) vehicles weighing up to 3500 kg, with a valid vehicle registration card of the Republic of Croatia
  - 2) trailers and campers if towed by a vehicle covered by the insurance policy
2. The insurance cover does not apply to:
  - 1) taxis
  - 2) vehicles used for training
  - 3) vehicles weighing more than 3500 kg
3. Persons authorised for the use of the automotive assistance service:
  - 1) registered owner of the vehicle, inscribed in the vehicle registration card/certificate of title to a motor vehicle or alternatively, or in case of leasing, the basic user of the vehicle
  - 2) the driver, as well as any other person transported by such vehicle (up to the maximum number of passengers registered by the manufacturer for that type of vehicle)
4. The right to the automotive assistance may be exercised if the insured vehicle is immobilised due to any of the following reasons:
  - 1) electrical and mechanical faults including a short circuit or faulty (deficient, defective) operation of the vehicle jeopardising driving (transportation) safety
  - 2) lack of fuel, wrong fuel, loss of keys, keys locked up inside the vehicle, flat tyre
  - 3) accidents, including traffic accidents, collision, overturning, falls, explosions and similar events
  - 4) attempted theft
5. The automotive assistance services up to the total limit of 400 EUR are the following:
  - 1) repair of the vehicle on the spot  
In case of an immobile vehicle where the problem can be solved easily, the basic assistance shall be provided on the spot, specifically in the following manner: the call centre shall send a mechanic who shall try to repair and mobilise the vehicle on the spot unless that requires specific knowledge (e.g. empty battery, indicator light, vehicle defect, flat/punctured tyre etc.) and if there is a legal impediment thereto (warranty or a territorial restriction).
  - 2) towing of the immobile vehicle  
If the vehicle cannot be repaired on the spot, it shall be towed to the nearest repair shop capable of performing the required repair by a towing service.  
Furthermore, the call centre shall transport the trailer or the camper (normally towed by the insured vehicle), having the approved 50 mm tow hook, to the same repair shop.
  - 3) vehicle custody (storage) and parking  
Should the nearest repair shop be closed (weekend, holiday, night) or too busy to accept the vehicle, the vehicle shall be transported to a secure parking lot and transferred to the repair shop on next working day in the morning. The insurer shall recognise up to 5 days of custody and parking up to the limit of EUR 20 per day.
  - 4) spare parts forwarding  
If the insured vehicle breaks down abroad and spare parts cannot be procured locally, the call centre shall deliver them to the repair shop

where the vehicle is being repaired. The cost of the spare parts shall be borne by the insured person. The case in which spare parts cannot be procured because they are not manufactured anymore, shall be deemed force majeure.

### **EXCLUSION OF THE INSURER'S LIABILITY**

#### **Article 28**

1. The insurer's liability shall be excluded in the following cases:
  - 1) costs arising as a consequence of regular maintenance of the vehicle
  - 2) regular control of the vehicle
  - 3) procurement and repair of spare parts
  - 4) incomplete equipment needed for maintenance of the vehicle
  - 5) loss caused by civil or international war
  - 6) participation in car races, preparations and training related thereto
  - 7) in case of damage which occurred as a consequence of a criminal offence perpetrated by the insured person/driver or as a consequence of drunkenness or an addiction (alcohol, illicit drugs, medicines) of the insured person/driver
  - 8) if the beneficiary of the services or a third party organises repair service without consent and approval of the call centre
  - 9) insurance claims arising from the loss or destruction of insured vehicle's spare parts contents, unless they can be justified by damage caused by the call centre or its contract partners
  - 10) events occurring in countries undergoing civil unrest, civil or international war, political instability, national movement, insurrection, terrorist acts, restriction to free movement of persons and transport of goods, and mass movements
  - 11) events that occurred as a result of explosion, natural disaster, atomic fusion, earthquake, ionising radiation, radiation contamination or any other form of force majeure
2. The call centre shall transport the trailer or the camper to the same repair shop where the insured immovable vehicle has been moved to, provided that such trailer or camper is attached to the insured vehicle, according to the regulations. The call centre shall not be liable for organisation or transport of goods from the insured vehicle, trailer or camper. "Goods" shall be understood as all additional elements such as boats, motorbikes/motorcycles, parachutes, animals, shipments, research equipment, furniture, construction material, etc.
3. All costs arising from the final reconstruction of the insured vehicle under the automotive assistance service shall not be covered by this insurance.

### **ENJOYMENT OF RIGHTS UNDER THE INSURANCE**

#### **Article 29**

1. In order to enable the call centre to intervene, it is necessary that the insured person:
  - 1) calls the emergency number without any unnecessary delay, at any time, day or night
  - 2) obtains authorisation of the call centre before taking any initiative or incurring any cost
  - 3) facilitates all material information for identification of the insured vehicle
  - 4) follows instructions provided by the call centre
  - 5) submits all relevant documentation to the insurer (original repair invoices etc.)

### **INSURANCE OF PASSENGERS AGAINST ACCIDENTS**

#### **INSURANCE ELIGIBILITY**

##### **Article 30**

1. The persons insured under these Terms and Conditions shall be included in the full liability of the insurer regardless of their health condition, general working ability, except mentally ill persons and legally incapable persons who are, in any case, excluded from the insurance.

#### **DEFINITION OF AN ACCIDENT**

##### **Article 31**

1. Within the meaning of these Terms and Conditions, accident shall mean every sudden event occurring independently of the insured person's will which usually affects the insured person's body externally and abruptly, causing his/her death, or permanent or partial disability.
2. Within the meaning of the previous paragraph, the following cases shall be considered accidents: being run over by a vehicle, crash, impact by or with an object, electric shock or lightning strike, fall, slipping, tumbling down, wounding by weapons, sting or bite by animals and sting by insects, except where such sting causes an infectious disease.
3. The following cases shall be considered accidents, as well:
  - 1) poisoning by chemical agents due to the insured person's ignorance, except from occupational diseases
  - 2) infection of an injury caused by an accident
  - 3) poisoning due to inhalation of gases or poisonous vapours, save from occupational diseases

- 4) burns caused by fire or electricity, hot objects, liquids or steam, acids, alkalis etc.
- 5) asphyxiation and drowning
- 6) asphyxiation or suffocation after being buried (by soil, sand etc.)
- 7) strain of muscles, dislocation, spraining, fracturing of bones due to abrupt bodily movements or sudden exertions caused by unforeseen external events, provided that such causes are determined by an appropriate specialist physician, after the injuries have been sustained
- 8) influence of light, sun rays, temperature or poor weather if the insured person has been directly exposed to these due to an accident which had occurred before such exposure or if he/she has found himself/herself in such unforeseen circumstances which could not have been prevented, or if he/she has been exposed to such influences while saving a human's life
- 9) effects of X-rays or radiation if arising abruptly or suddenly, except from occupational diseases
4. According to these Terms and Conditions, the following cases shall not be deemed accidents:
  - 1) contagious, occupational and other diseases and consequences of mental influences
  - 2) abdominal hernia, umbilical hernia, hydroceles or other hernias, except those caused by direct damage to peritoneum under direct impact of external mechanical force to the peritoneum provided that, after the injury, a traumatic hernia with surrounding injuries of soft parts of the peritoneum is clinically diagnosed
  - 3) infections or illnesses developed as a result of various allergies, cuts or tearing of blisters or other excrescences of hard skin
  - 4) anaphylactic shock, except when it occurs during medical treatment due to a sustained accident
  - 5) hernia disci intervertebralis, all types of lumbagos, discopathy, sacralgia, coccydynia, ischialgia, myofasciitis, fibrositis, fasciitis and all pathoanatomic changes in the region of loins and lower spine defined by analogous terms
  - 6) retinal detachment (ablatio retinae) of a previously sick or degeneratively changed eye, apart from retinal detachment of a previously healthy eye that will be considered an accident if there are signs of direct external injury of eyeball diagnosed in a medical institution
  - 7) consequences of delirium tremens and influence of narcotics
  - 8) consequences of medical, particularly surgical interventions which are undertaken for the purpose of medical treatment or prevention of illness, except where such consequences are caused by a proven mistake of medical staff (vitium artis)
  - 9) pathological changes of bones and pathological epiphysiolysis
  - 10) systematic neuromuscular and endocrine diseases

## THE INSURER'S LIABILITY WHEN THE INSURED PERSON IS LESS THAN 14 OR MORE THAN 75 YEARS OLD

### Article 32

1. Should the death of an insured person who is less than 14 years old occur, the insurer shall be liable only for the payment of funeral expenses which are documented by invoices.
2. If the insured person who suffered an accident is more than 75 years old, the insurer shall only be liable to pay 50% of the amount it would normally have to pay.

## SCOPE OF THE INSURER'S LIABILITY

### Article 33

1. When an accident occurs pursuant to these Terms and Conditions, the insurer shall pay the sums insured under the insurance contract, as follows:
  - 1) the insured sum for death if death of the insured person has occurred due to an accident
  - 2) the percentage of the insured sum for permanent disability that corresponds to the percentage of partial disability if the partial disability of the insured person was caused by an accident
2. If the total percentage of disability exceeds 50%, then to each part of the disability portion that exceeds 50%, a double compensation shall be applied.

## EXCLUSION OF THE INSURER'S LIABILITY

### Article 34

1. The insurer shall not be held liable at all if the accident occurred as a result of:
  - 1) earthquake
  - 2) war, hostilities, war operations or warlike events
    - civil war, revolution, riot, insurrection or civil commotions arising from such events
    - detonation of explosives, mines, torpedoes, bombs or pyrotechnic devices
  - 3) as a consequence of pursuit of the following sports at a recreational level unless an additional premium has been paid: automobile and

motorcycle motorsports, base jumping, extreme cycling (downhill), martial arts, bungee jumping, ice climbing, horseback riding, horse racing, hunting, mixed martial arts (MMA, ultimate fight, free fight), climbing (sport and freestyle), climbing (climbing wall), mountaineering/alpinism, diving, speleological activities, trekking, triathlon, zip-line, and aerial sports

- 4) as a consequence of professional or non-professional pursuit of the following sports (competition, exhibition and training) unless an additional premium has been paid: aerobics, acrobatic rock and roll, athletics, automobile and motorcycle motorsports, badminton, base jumping, baseball, cycling (mountain bike, road bike, extreme / downhill), martial arts, bungee jumping, weightlifting, gymnastics, golf, hockey, ice climbing, horseback riding, horse racing, sailing, kayaking, canoeing, hunting, fencing, mixed martial arts (MMA, ultimate fight, free fight), climbing (sport and freestyle), climbing (climbing wall), mountaineering / alpinism, hiking (mountain trail walking), dancing, swimming, rafting, fishing/angling, diving, speleological activities, ball sports, shooting, archery, tennis, table tennis, trekking, triathlon, water sports, winter sports, zip-line, and aerial sports.

Within the meaning of these Terms and Conditions, amateur athletes are people who do not pursue sports as their main occupation. However, they are registered members of sport organisations with which they practice and for which they compete. Any compensation they may receive on the basis of their membership does not represent their regular income.

Professional athletes are persons who pursue sports as their primary occupation (practice, participation in competitions). The compensation they receive constitutes their regular income.

Recreational sportspersons are people who pursue sports intermittently and who are not registered members of any sport organisation,

- 5) in pursuit of the following occupations: mountain guides, expedition participants
- 6) while operating aircraft of any kind, vessels, motor and other vehicles without a proper statutory document which authorises the driver to operate and drive such kind and type of aircraft, vessel, motor or other vehicle

The insured person shall be deemed to hold a legally prescribed official document when he/she drives under immediate supervision of a professional instructor for the purpose of preparation for and undergoing the test for obtaining an official document.

- 7) attempted suicide or suicide
- 8) as a result of the policyholder, insured person or insurance beneficiary having caused the accident deliberately
- 9) in case of preparation, attempted perpetration or perpetration of a criminal act by the insured person and in case of escape after having committed such an act

- 10) as a result of influence of alcohol and/or narcotics on the insured person, regardless of any liability of a third party for the occurrence of the accident and when the insured person agrees to take a ride with a driver who is under intoxication by alcohol

An accident shall be deemed to have occurred as a result of influence of alcohol if the insured person's / driver's level of alcohol in blood measured immediately upon the occurrence thereof, is higher than that permitted by law for operation of a vehicle, and in other cases higher than 0.80 g/kg.

The insured person / driver shall be deemed under influence of alcohol if, after a traffic accident, he/she refuses to undergo an alcohol test, as well as if he/she leaves the place of the accident before arrival of the police or if he/she fails to call the police or inform the nearest police station of the accident or if he/she otherwise evades the alcohol test

- 11) as a result of radioactive contamination if the intensity of radiation measured outside the micro-location area of the source of the radiation exceeds the limit permitted by the law
- 12) as a result of active participation in a physical altercation (fight), except in proven cases of self-defence
- 13) as a consequence of loss of consciousness
2. In cases where the accident is a result of taking a ride with a driver who is intoxicated by alcohol and/or narcotic substances or a result of a traffic accident where the insured person was not wearing a seat belt or helmet, the Insurer shall pay 75% of the contracted amount of the insurance. In cases of cumulative existence of circumstances laid out in the above sentence, the Insurer shall pay 50% of the contracted amount of the insurance.
3. The insurance contract shall become null and void if the insured event has already occurred or was already occurring or it was certain that it would occur at the time of conclusion of the contract and the premium that has been paid shall be returned to the policyholder in the amount reduced by the insurer's expenses.

## NOTIFICATION OF AN ACCIDENT

### Article 35

1. The insured person injured in an accident is required to:
  - 1) immediately visit a physician or call a physician for a check-up and medical assistance and promptly take all required measures for the purpose of medical treatment, as well as to comply with medical advice and instructions regarding the manner and course of the medical treatment
  - 2) notify the accident to the insurer
  - 3) when notifying the accident, provide the insurer with all necessary reports and information, in particular those about the place and time of occurrence of the accident, full description of the event, name of the physician who examined him/her and referred him/her to medical treatment or who is treating him/her, medical findings on the type and degree of the injury, possible consequences, as well as information on physical handicaps, defects or illnesses which the insured person may have suffered from before the occurrence of the accident
2. If the accident results in death of the insured person, the insurance beneficiary is required to inform the insurer thereof in writing, as well as obtain all necessary medical and other documents.
3. Costs of medical examination and reports (initial and final medical report, repeated medical examination and a specialist's opinion), and other costs incurred for the purpose of proving the circumstances in which the accident occurred and the rights under the insurance contract, shall be paid by the claimant.
4. The insurer is authorised and has the right to request additional explanation and evidence from the insured person, policyholder, insurance beneficiary, medical institutions or any other legal entity or natural person, and to take actions at his own cost for the purpose of medical examination of the insured person by his physicians or medical boards in order to establish important circumstances related to the notified accident.
5. If the insured person fails to comply with provisions of paragraph 1 item 1 of this Article and this way contributes to development of permanent disability or to a higher degree of permanent disability than that which would have developed had he/she complied with them, he/she shall receive a proportionally reduced compensation.
6. If the policyholder, insured person or insurance beneficiary fails to notify an accident or fails to submit the complete medical and other documentation, and institutes litigation against the insurer instead, such legal action shall be deemed to be premature. All costs of such judicial proceedings (court charges, costs of expert witness evaluations, legal fees and expenses, costs incurred by witnesses etc.) regardless of outcome of such proceedings, shall be paid by the plaintiff.

## DETERMINATION OF INSURANCE BENEFICIARY'S RIGHTS

### Article 36

1. If the insured person dies as a result of an accident, the beneficiary is required to submit evidence of the death occurring as a consequence of an accident, as well as evidence of his/her right to receive the insured sum.
2. If the accident results in permanent disability, the insured person shall submit the following: the notification, evidence of circumstances in which the accident occurred and medical documentation (including X-ray images), showing the ascertained consequences for the purpose of determination of the final percentage of permanent disability, as well as all other required documentation.
3. The insurer shall determine the final percentage of permanent disability according to a specially coded Table for determining permanent disability percentage as the consequence of an accident (hereinafter referred to as the "Disability table") which is an integral part of these Terms and Conditions. Such percentage shall be determined upon completion of medical treatment and rehabilitation, on the basis of findings obtained by a control diagnostic treatment.  
Individual abilities, social position or the insured person's occupation (legal capacity) shall not be taken into account when determining the percentage of permanent disability.
4. In case of multiple injuries of a limb or an organ, the total permanent disability of a certain limb or an organ cannot exceed the percentage determined by the Disability table for total loss of that limb or organ.
5. In case of loss of or damage to more than one limb or organ as a result of one accident, the percentage of permanent disability for each limb or organ is added up so that the final disability is determined at up to 3/4 of the sum of individual disabilities, but cannot exceed 100% or be lower than the percentage of the highest individual disability.
6. If the insured person has suffered permanent disability as a consequence of a previous accident or degenerative illness prior to occurrence of the accident, the insurer's liability shall be determined according to the newly developed disability or as a difference between the total percentage of disability after the accident and the percentage of disability before the occurrence of the accident.

7. Disability is a full or partial loss of an organ, permanent, full or partial loss of function of an organ or parts of individual organs after completion of the treatment.

Final percentage of disability shall be determined in accordance with the Disability table after completion of the medical treatment at the time when the condition of the insured person in respect of the injuries and consequences thereof has stabilised, i.e. when the findings of an appropriate specialist physician indicate that deterioration or improvement of the condition cannot be expected. If such state of stabilisation is not developed on expiry of the third year from the occurrence of the accident, the condition on expiry of this term will be considered as final condition and the percentage of permanent disability will be determined in accordance with that condition.

8. If, after occurrence of an accident, the final percentage of permanent disability cannot be determined, the insurer shall, at the request of the insured person, pay the amount which indisputably corresponds to the percentage of disability that can be regarded as permanent according to the medical documentation.
9. If the insured person dies in less than one year after the accident due to consequences thereof, and if the final percentage of disability has already been determined, the insurer shall pay the amount determined for accidental death or the difference between the insured sum for accidental death and the amount which has been previously paid in respect of permanent disability, should there be any such difference.
10. If the final percentage of permanent disability has not been determined, and the insured person died as a result of the same accident, the insurer shall pay the insured sum for accidental death or just the difference between that sum insured and previously effected (advance) payment of the insured sum, but only if the insured person dies within 3 (three) years following the date of accident.

## PRIVATE LIABILITY INSURANCE

### OBJECT OF INSURANCE

#### Article 37

1. The Insurance shall cover civil non-contractual liability of the insured person, for claims ensuing from death, bodily injury, or damage to health, or damage to or destruction of third party property, specifically:
  - 1) in the capacity of a natural person engaged in daily activities, other than craft or any other income-generating activity
  - 2) from possessing and using a bicycle without any engine
  - 3) due to amateur engagement in sports, other than hunting
  - 4) due to keeping domesticated animals when such animals are not kept for income-generation purposes

## EXPANSION OF THE INSURANCE

### Article 38

1. The insurance applies to the liability of the insured person's underage children and grandchildren to the same extent as in Article 37.
2. The term "children" shall also mean adopted children and children taken under care.

## INSURANCE EXCLUSIONS

### Article 39

1. The insured persons cannot be underage persons, except as defined in Article 38 hereof, nor persons who are not citizens of the Republic of Croatia.
2. The Insurance shall not apply to:
  - 1) losses suffered by the policyholder, insured person, his/her married or common-law spouse, co-insured persons or any other persons who share the same household with the insured person
  - 2) losses caused on purpose, except when the loss to the third parties was caused deliberately by an insured person's employee and only when performing household activities
  - 3) losses arising from possession and use of:
    - aircraft and vessels
    - motor and other vehicles that must be registered pursuant to applicable provisions of legislation
  - 4) losses caused by cold weapons or weapons in general
  - 5) damage to objects or completed works executed and delivered by the insured person or another person by order of the insured person or on his/her behalf, if the cause of the damage lies in execution or delivery
  - 6) losses arising from defective products
  - 7) losses/damages to third party's property caused during performance of professional activities by the insured person on such or in relation to such property (for instance: processing, repair, transportation, testing etc.)
  - 8) losses/damages as consequence of actions taken consciously against legal regulations
  - 9) environmental losses/damages caused by change of natural condition of water, soil and air due to a harmful emission

- 10) losses/damages to other people's property leased, used, borrowed, kept in custody, transported etc. by the insured person
  - 11) losses/damages to assets in broad sense, i.e. losses/damages not caused neither by body injury or health damage of a person nor by damage to or destruction of objects
3. The insurance shall not cover the insured person's liability for losses/damages to objects resulting from:
- 1) permanent influence of temperature, gases, steam, moisture or deposits (smoke, soot, dust etc.), as well as
  - 2) mouldiness, agitations, noise etc.
  - 3) subsidence or landslide
  - 4) flooding by stagnant, running and ground water
  - 5) losses/damages which occurred gradually
4. Furthermore, the insurance shall not cover:
- 1) liabilities for losses/damages directly related to the use of nuclear energy, losses/damages directly or indirectly related to high-energy ionising radiation (e.g. alpha, beta, gamma rays emitted by radioactive substances and neutrons or rays generated in particle accelerators, as well as laser or any other similar rays)
  - 2) liability for losses/damages directly or indirectly caused by asbestos, products or materials made of asbestos of any kind or in any way related thereto
  - 3) liability for losses/damages which are direct or indirect consequence of influence of magnetic or electromagnetic fields or nuclear radiation, regardless of their source or occurrence
  - 4) insured person's liability on the basis of contractual extension of his/her liability to cases which he/she is not normally held liable for by law
  - 5) losses/damages for which the insured person is liable as investor. Nevertheless, the losses/damages for which the insured person is held liable as client and/or contractor for execution of works on his/her own real estate, shall be covered

## TERRITORIAL LIMITS OF THE INSURANCE

### Article 40

1. The insurance shall cover the insured events which occurred and whose consequences occurred on the territory of Europe, outside the Republic of Croatia.

## INSURED EVENT

### Article 41

1. The insured event is a future event that is uncertain and independent from the insured person's will and in case of whose occurrence a third party may file a claim for indemnity. It is deemed that an insured event occurred the moment such an event started to take place.
2. A single insured event is also deemed to be a number of time-related losses if they are a consequence of the same cause.

## INSURANCE VALIDITY PERIOD

### Article 42

1. The insurer shall only be liable when the insured event occurs during the insurance period.
2. For losses ensuing from damage to health which occurs gradually, the harmful event shall be deemed to have occurred when the damage to health is medically diagnosed for the first time.

## INSURED SUM

### Article 43

1. The insured sum minus the contracted franchise sum represents the upper limit of the insurer's liability per single insured event, even if multiple persons are liable for the damage and their liability is covered by this insurance.
2. The insured person shall participate in each loss with the amount of HRK 1,500 (mandatory deductible).

## INSURED PERSON'S LIABILITIES UPON OCCURRENCE OF AN INSURED EVENT

### Article 44

1. The insured person is required to notify the insurer on the occurrence of an insured event and on the claim submitted, within three days from the moment of becoming aware thereof.
2. The insured person is obliged to notify the insurer even in case the damage claim against them is presented through a court, in case they are held in custody, as well as in cases of institution of proceedings for perpetuation of evidence.
3. If an on-site inspection had been performed, or if a decision to pursue criminal proceedings has been made, the insured person is required to immediately notify the insurer accordingly, even if they have previously reported occurrence of the harmful event. They are also required to submit findings of the competent body concerning the harmful event which had occurred.
4. The insured person is not authorised to make statements on damage compensation claims and they are particularly not authorised to recognise

the claim in part or in full, settle the claim or effect payments without prior consent of the insurer unless, according to the facts, such recognition, settlement or payment could not be refused without committing an obvious injustice. The fact that the insured person mistakenly believed that his/her liability existed or that the facts were appropriately determined, shall not excuse him/her.

5. If the injured party brings a civil action against the insured person for the purpose of indemnity, the insured person shall submit the summons or civil action and all files related to the harmful event, as well as the claim to the insurer and allow the insurer to take over the litigation.
6. If the insured person contests the insurer's proposal to resolve the claim by means of a settlement, the insurer is not obliged to pay any additional compensation, interests and costs arising therefrom.
7. If the damaged party presents its damage claim directly to the insurer, the insured person is obliged to provide the insurer with all evidence and information at their disposal which are necessary to establish liability for damage caused and to determine if the claim is well-founded, the scope and amount of the damage.
8. If the insured person obtains the right to cancel or reduce annuity to the damaged party due to changed circumstances, they shall notify the insurer accordingly.  
If the insured person fails to comply with obligations set out in this Article, they shall bear harmful consequences arising therefrom, unless the consequences would have occurred even if they had complied with those obligations.

## INSURER'S LIABILITIES UPON INJURED PARTY'S CLAIM

### Article 45

1. In connection with the claim submitted by the injured party, the insurer is required to:
  - 1) challenge ill-founded or excessive claims together with the insured person in accordance with Article 44
  - 2) comply with well-founded damage compensation claims
  - 3) reimburse the costs of judicial proceedings in accordance with Article 48

## LEGAL PROTECTION

### Article 46

1. The insurer's liability to provide legal protection encompasses:
  - 1) examination of the insured person's liability for the loss occurred
  - 2) managing the litigation process on behalf of the insured person if the injured party is entitled to compensation in the litigation process directly against the insurer
  - 3) providing, on behalf of the insured person, all statements deemed useful to enforce or defend against ill-founded or exaggerated damage compensation claims
2. The insurer may participate in the litigation as an intervener.

## PAYMENT OF INDEMNITY

### Article 47

1. The insurer shall pay indemnity under the insurance, up to the amount of liability set out in the insurance contract, on the basis of:
  - 1) an acknowledgment it made or approved
  - 2) a settlement it made or gave its consent for
  - 3) a court decision
2. The insurer is authorised to deposit the insured sum as indemnity to the insured person but in such case the insurer shall be relieved from all liabilities and proceedings in connection with the insured event.
3. The insurer shall participate in the deposit of indemnity, which the insured person would be obliged to deposit pursuant to law or in accordance with the judicial decision, for security purposes and up to the amount that corresponds to the amount of his indemnity payment liability.
4. Where the insured person is required pay the annuity as indemnity and the capitalised value of the annuity exceeds the insured sum or the remaining part of such sum after deduction of other payments related to the insured event, the outstanding annuity shall be compensated solely in proportion of difference between the insured sum, i.e. the remaining part of it, and the capitalised value of the annuity. The capitalised value of the annuity to be used for calculating the proportion shall be the mortality table for life insurance in the Republic of Croatia with application of 5% discount rate.

## COMPENSATION FOR EXPENSES OF PROCEEDINGS

### Article 48

1. The insurer shall reimburse all costs of litigation if it manages such a dispute on its own or if it has given its consent to the insured person to manage a dispute, even in cases of unfounded claims.
2. If the litigation was conducted without the insurer's knowledge and consent, the insurance shall cover the costs thereof if, together with the indemnity, they do not exceed the insured sum and only if such costs would have been incurred even if the insurer had given its consent for the conduct of litigation or if it had been timely informed thereof.



# Terms and conditions for travel insurance

- When the injured party exercises his/her right to indemnity in a litigation directly against the insured person, the insurer shall, unless otherwise agreed, pay the amount of the awarded loss increased by corresponding interest and costs, up to the amount of the insured sum.
- The insurer shall pay the costs of defence attorney(s) in the criminal proceedings instituted against the insured person due to an event which may give rise to a claim on the basis of liability under the insurance, solely in the following cases: if it has been informed on defence attorney selection and if it has agreed to pay the costs. The expenses in criminal proceedings and the injured party's defence expenses shall not be compensated by the insurer. By paying the insured sum, the insurer shall be released from further payments related to indemnity and reimbursement of expenses per single insured event.

## DIRECT CLAIM OF THE INJURED PARTY

### Article 49

- If the injured party directs its compensation claim or civil action towards the insurer only, the insurer shall notify the insured person accordingly and invite him/her to provide all necessary information and comply with Article 44(7) of these Terms and Conditions as well as take any action to protect their own interests.
- If the insurer decides to indemnify the injured party in whole or in part, in the case described in the previous paragraph, it shall notify the insured person thereof.
- The injured party may request compensation for loss which the insured person is liable for, directly from the insurer, but only up to the amount of the insurer's liability.

## LUGGAGE INSURANCE

### SCOPE OF THE INSURER'S LIABILITY

#### Article 50

- The insurance covers loss or destruction of luggage carried by the insured person on his/her body and with him/her during inbound and outbound travel and during stay caused by traffic accidents, natural disasters (earthquake, flooding, storms etc.), fire and explosions, criminal offences perpetrated by a third party (theft, robbery) and at the time it is handed over to the carrier.
- An insured event of loss of luggage, within the meaning of these Terms and Conditions, has only occurred if there is a certificate issued by the carrier declaring the luggage permanently lost. An insured event of loss of luggage shall not be deemed to have occurred before the carrier declares the luggage permanently lost and before it issues an official certificate to that effect.
- The insurance shall also cover delays of delivery of luggage to the place of stay at the travel destination.
- Scope of stay at the travel destination, within the meaning of these Terms and Conditions, is interpreted as the place where the insured person stays during the travel without any intention to reside in that place.

### EXCLUSIONS AND LIMITATIONS OF INSURER'S LIABILITY

#### Article 51

- Jewellery, watches, fur, appliances and devices of every type with accompanying equipment (e.g. photo and video cameras, mobile telephones, tablet and laptop computers) and music instruments are only insured up to 1/3 of the contracted amount of luggage insurance inscribed in the insurance policy and then only if they are carried by the insured person. The above items are in no case covered by the insurance if they are found in checked luggage or during their use.
- Bicycles, kayaks, collapsible sport boats and dinghies, as well as other sport equipment with accompanying equipment, are insured only during transportation to and from the travel destination and in locked rooms at the tourist destinations, but not during their use.
- Luggage in parked vehicles, campers or vessels is insured against burglary only if it is found inside a locked vehicle, camper or vessel or in a locked factory-made equipment carrying device.
- The following items are excluded from the insurance: money and securities, jewellery, travel tickets, credit cards and all personal and identification documents (passport, driving licence etc.), works of art and animals. Eyeglasses, contact lenses and prosthetic devices are also excluded from the insurance except in cases of damage caused by traffic accidents.
- The insurer shall not be held liable for:
  - damage which occurred due to properties or conditions of the luggage itself and/or a concealed defect and natural characteristics of the items comprising the luggage
  - losses incurred due to destruction of clothes, footwear and personal luggage during fitting or wearing
  - losses incurred by destruction of fragile items (made of ceramics, glass etc.)
  - damage causing scratches of the luggage, especially scratches on travel bags, suitcases etc.

- theft of luggage from unsupervised areas
- loss of luggage forgotten during the travel and/or at the place of stay at the destination or at the origin of the travel
- losses caused by loss, destruction or damage of personal cosmetic products
- any loss caused by use, spoiling or destruction caused by vermin, pests or insects, climate and atmospheric conditions, mechanical or electrical faults, any drying or cleaning process or damage caused by water in any way whatsoever
- losses in cases where the insured person caused an insured event intentionally or out of gross negligence or, in cases of occurrence of an insured event, when the insured person intentionally specifies false information, especially in a notification of the damage
- losses caused by war or war events (regardless if the war is declared or not), riots, mass movements, acts of terrorism and sabotages, attacks, insurrections, civil unrest or similar events, as well as by taking an active part in them, radioactive contamination of any description regardless of its cause
- Indemnification for the purpose of procurement of replacement luggage if it is delayed when returning from the travel.

## REPORTING THE INSURED EVENT

### Article 52

- The insured person is required to notify the competent or the nearest police station immediately upon occurrence of the harmful event, without any delay, of the damage caused by a criminal activity of a third person. A police report containing the list of all the missing or damaged items should be supplied to the insurer together with the written notification of the damage no later than within 30 (thirty) days after occurrence of the insured event.
- Losses to the checked luggage must be immediately reported, without any delay, to the carrier or the organisation which provides accommodation services. A certificate of the damage issued by the competent carrier or organisation providing accommodation services, evidence documenting the amount of indemnification paid by the carrier or the organisation providing the accommodation services, in case of loss, certificate issued by the carrier declaring the luggage permanently lost, and in cases of delays, a certificate on length of the delay, must be supplied to the insurer together with the written notification of the damage no later than within 30 (thirty) days after occurrence of the insured event. If, according to the carrier's time limits, it is still impossible to declare the luggage lost after 30 (thirty) days, damage report shall be delayed until expiry of the period after which the carrier may issue such certificate.
- If the damage is fully compensated by the carrier or the organisation providing the accommodation services, it may not be compensated from the insurance.

## INSURANCE INDEMNITY

### Article 53

- In case of loss or destruction of luggage, the insurance indemnity is paid in accordance with purchase price of the lost or destroyed item reduced by an estimated amount of value of the item lost due to age or wear (present value), as well as the rest value, but up to the contracted amount of the insurance.
- If the insured property is lost, completely destroyed or stolen and the insured person cannot prove its present value within the meaning of the previous paragraph, the insurer's liability shall not exceed 50% of the purchase price of a new item, but not in excess of the contracted amount of the insurance.
- If personal luggage handed to the carrier fails to arrive to the place of stay at the destination of the travel outside the place of domicile or residence within 6 hours after the insured person arrived there because of a delay in transportation, the insurer shall pay expenses of procurement of replacement luggage (necessary replacement clothes, basic toiletries and other supplies etc.) on the basis of presented original purchase invoices, but up to the fixed amount indicated in the insurance contract.
- For films, image, sound and data media (hereinafter the "media"), the insurer indemnifies present value of the lost media. Recorded materials stored on the lost media are not the object of indemnification and they are in any event excluded from the insurance.
- In cases of damage to luggage carried by the insured person with him/her, the insured person shall participate in the damage with the amount of 50 EUR per harmful event (mandatory deductible).

## TRAVEL CANCELLATION INSURANCE

### INSURED SUM

#### Article 54

- In case of cancellation of travel or termination of a travel which has already commenced, the Insured person is entitled to repayment of a proportional part of the travel price paid.
- The insured sum is equal to the price of the travel that the insured person contracted and paid and for which a travel cancellation insurance contract has been concluded with the insurer.



# Terms and conditions for travel insurance

## SCOPE OF THE INSURER'S LIABILITY

### Article 55

1. In case of cancellation of travel, the insurer shall pay 90% of the withheld price of travel which had been contracted and paid by the insured person.
2. In case of termination of a travel which has already been commenced, the insurer shall pay a part of the travel price paid proportional to the unused duration of the travel in relation to the total duration of the travel, but up to 50% of the insured sum.
3. The insurer shall indemnify travel cancellation costs and/or costs of termination of travel which has already commenced if the cancellation resulted from one of the following events which affected the insured person or some other risk person:
  - 1) death
  - 2) sudden acute illness which requires urgent medical care
  - 3) accident with a severe bodily injury
  - 4) pregnancy disorders
  - 5) intolerance to vaccination which the Insured person had to receive pursuant to statutory regulations in force in the destination country
  - 6) damage to property as a result of fire or a natural disaster proclaimed by competent authorities
  - 7) military exercise
4. Risk persons, within the meaning of these Terms and Conditions, shall be deemed the following:
  - 1) insured person's partner (married or common-law spouse)
  - 2) biological or adopted children
  - 3) grandchildren
  - 4) biological or adoptive parents of the insured person or of the insured person's married or common-law spouse
  - 5) siblings of the insured person or of the insured person's married or common-law spouse
  - 6) persons under the care of the insured person or of insured person's married or common-law spouse
  - 7) grandparents of the insured person or of the insured person's spouse in case of the event referred to in Article 55 paragraph 3 item 1 (death)

## REPORTING THE INSURED EVENT

### Article 56

1. The insured person required, within 3 (three) business days upon occurrence of one of the reasons for travel cancellation or termination referred to in Article 55 thereof, to cancel the travel with the organisation with which he/she concluded the travel agreement or with providers of accommodation or transport services.
2. If the insured person had to cancel the contracted or commenced travel due to any of the reasons referred to in Article 55 thereof, he/she shall notify the insurer in writing thereof, not later than 15 days from the day of occurrence of the reason for the cancellation.

### Article 57

1. The insured person is required to submit to the insurer an insurance claim together with the following documents, not later than 30 days from the planned date of the travel or from the day when the commenced travel was interrupted:
  - 1) evidence of payment (a bank statement, receipt, payment slip etc.) and travel contract or certificate confirming that the travel has been paid for
  - 2) a written certificate issued by the travel/tourist agency or the provider of accommodation or transport services regarding cancellation of the travel; provided that the travel cancellation date is clearly and explicitly stated, or, in case of termination of an already commenced travel, date and place of termination of the travel
  - 3) a written certificate issued by the travel/tourist agency or the provider of accommodation or transport services regarding the amount paid by and withheld from the insured person due to the cancellation or termination of travel
  - 4) if the travel is cancelled or terminated due to illness, bodily injury, pregnancy or intolerance to vaccination, the insured person shall provide the insurer with complete medical documentation regarding the illness, injury, pregnancy and vaccination, related to the insured person's inability to take the trip (it is imperative that it also contains a physician's certificate stating explicitly that the insured person is not able to benefit from the contracted travel arrangement), as well as a sick leave report or the employer's confirmation of the use of the paid holiday in that period, provided that the insured person is employed
  - 5) if the travel is cancelled or terminated due to death, the insured person or the insurance beneficiary shall provide the insurer with death certificate of the insured person/extract from the registry of deaths
  - 6) if the travel is cancelled or terminated due to damage to property or military exercise, the insured person shall provide the insurer with a confirmation of the competent authority

## FLIGHT DELAY

### SCOPE OF THE INSURER'S LIABILITY

#### Article 58

1. In case of a flight delay of more than 4 hours, that is, if the paid flight is overbooked or cancelled and the carrier has not organised an alternative transportation within 4 hours, the insurer shall compensate the costs of refreshments, food, purchased newspaper/magazines and similar.

## REPORTING THE INSURED EVENT

### Article 59

1. The insured person is required to notify the loss at the latest within 30 (thirty) days after his/her return from the destination.
2. When reporting an insured event, the insured person is required to enclose a certificate issued by the airline confirming that the flight was delayed indicating the period of the delay and that no alternative form of transportation was provided.

## INSURANCE INDEMNITY

### Article 60

1. In case of occurrence of an insured event, the insurer shall pay a fixed amount of money of EUR 50.

## FLAT INDEMNIFICATION INSURANCE AGAINST HOSPITAL STAY EXCEEDING 72 HOURS

### SCOPE OF THE INSURER'S LIABILITY

#### Article 61

1. An insured event is interpreted as a future and uncertain event, independent of exclusive will of the insured person, i.e. sudden illness or accident which caused the insured person to spend at least 72 consecutive hours in a hospital for the purpose of receiving necessary medical help in compliance with these Terms and Conditions.
2. A signed and stamped written certificate (report) issued by a hospital and containing date and time of commencement of hospital treatment as well as date and time of discharge of the insured person from the hospital shall be deemed relevant for the purpose of determination of the period spent by the insured person in the hospital.
3. The term "hospital" shall be understood as a healthcare institution which performs diagnostics, medical treatment, medical rehabilitation and patient care, established and performing healthcare activities in compliance with legal system of the country where the insurance cover is valid and equipped with material and technological means and appropriate staff to establish diagnoses, perform surgeries and provide medical treatment 24 hours a day.

## REPORTING THE INSURED EVENT

### Article 62

1. The insured person is required to notify the loss at the latest within 30 (thirty) days after his/her return from the travel.
2. When notifying the occurrence of an insured event, the insured person is required to enclose the following:
  - 1) a certificate on administered hospital treatment clearly showing the duration thereof, issued by the hospital
  - 2) medical records

## INSURANCE INDEMNITY

### Article 63

1. In case of occurrence of an insured event, the insurer shall effect a payment of a fixed amount of money specified in the insurance contract.
2. Following payment of the insurance indemnification in compliance with the preceding paragraph, the amount of insurance indemnification to which the insured person is entitled to on other grounds arising from the insurance contract concluded in compliance with these Terms and Conditions shall not be reduced.

## EXCLUSION OF THE INSURER'S LIABILITY

### Article 64

1. The insurer's liability shall be excluded in the following cases:
  - 1) if the hospital stay was arranged in advance
  - 2) if a flat indemnification has already been paid for a hospital stay exceeding 72 hours under an insurance contract.

Effective as of March 7th 2022

# Table for determination of percentage of permanent disability as a consequence of an accident

## GENERAL PROVISIONS

1. This Table for determination of percentage of permanent disability as a consequence of an accident (hereinafter: Disability Table) is an integral part of General and Special Terms and Conditions and each individual contract on insurance against accidents concluded by policyholders with Generali osiguranje d.d. for permanent disability as a consequence of an accident.
2. The ultimate permanent disability percentage is determined after completed medical treatment and rehabilitation based on the entire medical documentation, also including all x-ray images the insured person is required to submit to the insurer for inspection along with the notification of the accident.  
The ultimate percentage of disability in limbs, spine or organs is determined no sooner than 3 months after completion of the entire medical treatment and rehabilitation, except in cases of amputations and Disability Table items where special provisions provide otherwise.  
The insurer shall reduce the final percentage of permanent disability set out in the Disability Table by 1/3 if the insured person fails to comply with or neglects physician's instructions on treatment, therapy and medication.  
Disability shall not be determined in cases of pseudoarthroses, bruising of skeletal and muscular structures and overuse injuries.  
Disability shall not be determined in cases of degenerative changes, bruising of skeletal and muscular structures and pulled joints and muscular structures.
3. In cases of multiple injuries of specific limbs spine or organs caused by a single accident, the total disability to a specific limb, spine or organ is determined by adopting the percentage specified in this Disability Table for the greatest consequence of the damage, the next greatest consequence is assigned 1/2 of the percentage determined in this Disability Table and so forth for the following ones, 1/4, 1/8 etc. The total disability percentage may not exceed the percentage determined by this Disability Table for the total loss of the limb or organ.
4. Only the percentage determined by this Disability Table is applied for assessment of disability for the purposes of insurance of persons against consequences of accidents.  
There shall be no insurer's liability for consequences of accidents which are not determined in this Disability Table or those excluded from the insurance under its provisions.
5. Consequences of injuries to a single organ are not added up and they may not be assessed under multiple items of the Disability Table – disability is assessed under the item assigning the greatest percentage to the specific consequence.
6. In case of loss of or damage to more than one limb or organ as a result of one accident, the percentage of disability for each limb or organ is added up, but it may not exceed 100 %.
7. If there was some permanent disability of the insured person before the accident, the insurer's liability is determined in accordance with the new disability, independently of the previous one, except in the following cases:
  - a) if the notified accident caused an increase of the previous disability, the insurer's liability shall be determined in accordance with the balance of the total disability percentage and the previous percentage;
  - b) if the insured person loses or injures a previously injured organ or limb in the accident, the insurer's liability shall be determined based on increased disability only;
  - c) if radiological examinations prove existence of degenerative illnesses of the skeletal system or joints before the accident, the insurer shall reduce the ultimate disability based on the Disability Table by 1/3 of the estimated disability;
  - d) if it is proven that the insured person suffers from diabetes, a pulmonary or central nervous system illness, deafness, poor eyesight, a vascular disease or a chronic pulmonary disease and if the above illnesses affect an increase of the disability after the accident, the insurer shall reduce the ultimate disability based on the Disability Table by 1/2 of the estimated disability;
  - e) if an earlier chronic illness is the cause of occurrence of the accident, the insurer shall reduce the ultimate disability based on the Disability Table by 1/2 of the estimated disability;
8. The insured person's subjective problems within the meaning of pain, muscular weakness, swelling in the area of the injury, tingling, fear, skin scars which do not cause functional damage and any other psychological problems developed after an accident (post-traumatic

stress disorder, fear, insomnia, mood changes etc.) shall not be taken into consideration for the purpose of determination of percentage of permanent disability.

Individual capabilities, social standing or occupation (professional capacity) shall not be taken into consideration in determination of percentage of permanent disability.

## I. TITLE

1. Focal or diffuse brain damage with consequent decortication and/or decerebration proven in the course of hospital treatment in an appropriate surgical, neurological or neuropsychiatric institution:
  - permanent vegetative state;
  - hemiplegia with aphasia and agnosia;
  - bilateral Parkinson's syndrome;
  - triplegia, tetraplegia;
  - severe post-traumatic dementia with the psychoorganic syndrome;
  - psychosis following a brain damage..... up to 100 %
2. Focal or diffuse brain damage with permanent neurological deficits proven in the course of hospital treatment in an appropriate neurosurgical or neurological institution:
  - hemiplegia;
  - hemiparesis with pronounced spasticity;
  - extrapyramidal symptoms (inability to coordinate movements or existence of coarse involuntary movements);
  - pseudobulbar palsy with involuntary bouts of crying or laughter;
  - cerebellum damage with pronounced gait or coordination disorder..... up to 90 %
3. Pseudobulbar syndrome..... up to 80 %
4. Post-traumatic epilepsy proven by objective diagnostic methods and treated in a hospital, in a neurological or a psychiatric institution:
  - a) with frequent seizures despite proper medication with changes of personality proven in the course of treatment..... up to 60 %
  - b) with occasional seizures despite medication ..... up to 20 %
5. Focal or diffuse brain damage with consequent psychoorganic syndrome proven in the course of hospital treatment using objective diagnostic procedures with findings of a psychiatrist and a psychologist:
  - a) to a milder degree ..... up to 30 %
  - b) to a medium degree ..... up to 40 %
  - c) to a pronounced degree ..... up to 60 %
6. State following cerebral contusion proved in the course of hospital treatment using objective diagnostic procedures of diagnostic processing (CT, EEG)
  - a) without neurological deficits ..... up to 5 %
  - b) with milder neurological deficits..... up to 20 %
  - c) with medium neurological deficits..... up to 35 %
  - d) with severe neurological deficits ..... up to 50 %
7. Damage to the cerebellum with adiadochokinesis and asynergy.....40 %
8. Condition following trepanning of the top of the skull and/or fracture of the base of the skull radiologically proven, without neurological deficits..... up to 5 %
9. Surgically treated intracerebral haemorrhage without neurological deficits ..... up to 5 %

## SPECIAL PROVISIONS

1. Disability shall not be recognised under items 1 through 9 for craniocerebral injuries which have not been determined by a hospital within the first 24 hours after the injury.
2. All consequences of craniocerebral injuries must be verified by appropriate diagnostic treatment in the course of the hospital treatment.
3. Disability shall not be determined for consequences of concussions.
4. In cases of various consequences of craniocerebral injuries caused by a single accident, percentages of disability are not added up and the disability percentage is determined exclusively under the item which is the most favourable for the insured person.
5. Permanent disability under items 1 through 9 is determined no sooner than after expiry of one year following the injury and in cases of post-traumatic epilepsy it is determined no sooner than two years after the injury, with changes shown in an EEG.
10. Loss of scalp:
  - a) one third of scalp area ..... up to 5 %
  - b) one half of scalp area..... up to 15 %
  - c) entire scalp ..... up to 30 %



# Table for determination of percentage of permanent disability as a consequence of an accident

## II. EYES

11. Total loss of eyesight in both eyes.....100 %
12. Total loss of eyesight in one eye.....30 %
13. Deterioration of eyesight in one eye due to the accident:  
for each tenth of decrease of eyesight sharpness.....3 %
14. If eyesight sharpness of the second eye is deteriorated by more than three tenths, for each tenth of deterioration of eyesight in the injured eye .....6 %
15. Permanent double image caused by the eye injury:  
a) external ophthalmoparesis ..... 10 %  
b) complete ophthalmoparesis .....20 %
16. Loss of eye lens:  
a) aphakia, one-sided .....20 %  
b) aphakia, bilateral.....30 %
17. Partial damage to the retina and the vitreous body:  
a) partial deficit of the field of vision due to post-traumatic retinal detachment .....3 %  
b) clouding of the vitreous body due to traumatic bleeding.....3 %
18. Pseudoaphakia:  
a) one-sided .....5 %  
b) bilateral ..... 10 %
19. Permanent dilation of the pupil after a direct impact in the eye.....3 %
20. Incomplete internal ophthalmoparesis..... up to 10 %
21. Injury of the tear system and eyelids:  
a) iphora.....3 %  
b) entropion, ectropion .....3 %  
c) eyelid ptosis.....3 %
22. Concentric narrowing of the field of vision in the remaining eye:  
a) from 80 to 60 degrees..... up to 10 %  
b) up to 40 degrees ..... up to 30 %  
c) up to 20 degrees ..... up to 50 %  
d) up to 5 degrees ..... up to 60 %
23. One-sided concentric narrowing of the field of vision:  
a) up to 40 degrees ..... up to 5 %  
b) up to 30 degrees ..... up to 15 %  
c) up to 5 degrees ..... up to 30 %
24. Homonymous hemianopsia ..... up to 30 %

### SPECIAL PROVISIONS

1. Following traumatic detachment of retina, disability is determined under items 12, 13, 14 or 17 no sooner than one month following the completion of treatment.
2. Eyeball injury that caused the retinal detachment must be determined by a hospital.
3. Permanent damage to an eye is determined following completed treatment except for injuries set out in items 15 and 20 which may be assessed only after a year has lapsed following the injury.
4. Disability under item 19 is determined using Mašek tables by application of item 13 of the Disability Table.
5. Disability under items 22 through 24 is not determined if it is a consequence of a concussion or a consequence of injury to soft structures of the neck (so called whiplash neck injury).
6. Disability under items 22 and 23 is determined after the time-limit set out in item 3 of these Special Provisions with new findings concerning the field of vision using the computerised perimetry method.

## III. EARS

25. Complete deafness in both ears with appropriate caloric reaction of the vestibular organ.....40 %
26. Complete deafness in both ears with extinguished caloric reaction of the vestibular organ .....60 %
27. Complete deafness in one ear with appropriate caloric reaction of the vestibular organ..... 15 %
28. Complete deafness in one ear with extinguished caloric reaction of the vestibular organ.....20 %
29. Bilateral hearing loss with appropriate caloric reaction of the vestibular organ, bilateral, overall hearing loss of (Fowler-Sabine):  
a) 20 - 30 % ..... up to 5 %  
b) 31 - 60 % ..... up to 10 %  
c) 61 - 85 % ..... up to 20 %

30. Bilateral hearing loss with extinguished caloric reaction of the vestibular organ, overall hearing loss of (Fowler-Sabine):  
a) 20 - 30 % ..... up to 10 %  
b) 31 - 60 % ..... up to 20 %  
c) 61 - 85 % ..... up to 30 %
31. One-sided severe hearing loss with appropriate caloric reaction of the vestibular organ, hearing loss at the level of 90 - 95 dB ..... 10 %
32. One-sided severe hearing loss with extinguished caloric reaction of the vestibular organ, hearing loss at the level of 90 - 95 dB ..... 12 %
33. Ear lobe injury:  
a) partial loss ..... up to 5 %  
b) total loss ..... 10 %

### SPECIAL PROVISIONS

1. For all consequences of head injuries set out in Title III, the disability is determined following completion of medical treatment, but no sooner than 6 months following the injury except item 33, which is determined immediately upon completion of the medical treatment.
2. If the insured person was suffering, before the injury, from damaged hearing of the acoustic trauma type, disability caused by loss of hearing according to Fowler-Sabine, caused by the accident shall be reduced by 1/2.
3. Disability under items 25 through 32 is not determined if it is a consequence of a concussion or a consequence of injury to soft structures of the neck (so called whiplash neck injury).

## IV. FACE

34. Scarring-deforming damage of facial skin with functional problems and/or post-traumatic deformities of facial bones:  
a) to a mild degree ..... up to 2 %  
b) to a medium degree ..... up to 5 %  
c) to a severe degree..... up to 15 %
35. Restricted opening of mouth (distance between upper and lower teeth):  
a) from 5 cm to 3 cm ..... up to 10 %  
b) up to 1.5 cm ..... up to 25 %
36. Trauma damage to jaw bones, tongue or palate with functional problems:  
a) to a medium degree ..... up to 10 %  
b) to a severe degree..... up to 20 %
37. Removal of the mandible .....30 %
38. Facial nerve palsy caused by a fracture of the temporal bone or an injury to the parotid region:  
a) to a medium degree ..... up to 5 %  
b) to a severe degree with contraction and twitching of mimic muscles ..... up to 20 %  
c) facial nerve paralysis .....30 %
39. Loss of a permanent tooth:  
a) per tooth ..... 1 %  
b) tooth fracture, per tooth.....0.5 %

### SPECIAL PROVISIONS

1. Disability shall not be determined for cosmetic and aesthetic facial scars with no functional problems.
2. Disability under item 38 is assessed after completion of medical treatment but no sooner than 24 months following the injury, and with mandatory EMNG monitoring.

## V. NOSE

40. Nose injuries:  
a) partial loss of nose..... up to 10 %  
b) loss of the entire nose.....30 %
41. Anosmia caused by a proven fracture of the upper internal part of the nasal bones ..... up to 5 %
42. Difficult breathing after clinically and radiologically established fracture of the nasal septum immediately after the injury ..... up to 3 %

### SPECIAL PROVISIONS

1. In cases of diverse consequences of nose injuries caused by a single accident, the disability percentages are not added up, and instead the disability is determined under the item which is the most favourable



# Table for determination of percentage of permanent disability as a consequence of an accident

for the insured person.

- Disability under item 41 is determined following completion of the medical treatment, but no sooner than one year after the injury or surgery.
- For items 40, 41, and 42, the insured person is required to present an x-ray image to the insurer for inspection.

## VI. TRACHEA AND OESOPHAGUS

- Tracheal injury:
  - condition after tracheotomy following the injury ..... up to 5 %
  - tracheal stenosis after an injury to the larynx and the initial part of the trachea..... up to 10 %
- Tracheal stenosis requiring permanent use of a cannula.....60 %
- Narrowing of the oesophagus, radiologically proven:
  - to a medium degree ..... up to 5 %
  - to a severe degree..... up to 30 %
- Complete narrowing of oesophagus with permanent gastrostomy.....85 %

## VII. CHEST CAVITY

- Rib injuries:
  - radiologically proven fracture of two ribs or a fracture of the sternum healed with a displacement without decrease of pulmonary ventilation of a restrictive type.....2 %
  - fracture of three or more ribs healed with a displacement without reduction of pulmonary ventilation of restrictive type.....5 %
- Situation following thoracotomy.....5 %
- Damaged pulmonary function (restrictive damage) due to fractured ribs, open chest cavity injuries, post-traumatic adhesions, hemothorax and pneumothorax:
  - vital capacity reduced by 20 % - 30 % ..... up to 10 %
  - vital capacity reduced by 31 % - 50 % ..... up to 30 %
  - vital capacity reduced by 51 % or more ..... up to 50 %
- Fistula following empyema .....10 %

## SPECIAL PROVISIONS

- Lung capacity is determined using repeated spirometry with further pulmonary treatment and ergometry if necessary.
- If there is a disorder of the lung function of a restrictive type in addition to disability under items 47, 48 and 50, the disability is not evaluated under the above items, but instead under item 49.
- Disability under items 49 and 50 is evaluated after completion of medical treatment, but no sooner than one year after the injury.
- Disability shall not be determined for fracture of a single rib.
- If a combined pulmonary function (obstructive and restrictive) disorder has been proven using spirometry disability is reduced proportionally to deficit of the function due to illness.

- Loss of one breast:
  - at the age of up to 50 .....10 %
  - at the age above 50.....5 %
  - severe damage to a breast, at the age of up to 50 .....5 %
- Loss of both breasts:
  - at the age of up to 50 .....30 %
  - at the age above 50.....15 %
  - severe damage to both breasts, at the age of up to 50.....10 %
- Consequences of penetrating wounds of heart and major blood vessels in the chest cavity:
  - heart with normal ECG and ultrasonic exam findings .....20 %
  - heart with changed ECG and ultrasonic exam findings, depending on severity of the change..... up to 50 %
  - aortic aneurysm with an implant .....40 %

## VIII. SKIN

- Deeper scars on the body after burns or injuries with no functional problems, encompassing:
  - from 10 to 20 % of area of the body ..... up to 5 %
  - more than 20 % of area of the body..... 15 %
- Deep scars on the body after burns or injuries, encompassing:
  - from 5 to 10 % of area of the body..... up to 5 %
  - up to 20 % of area of the body ..... up to 15 %
  - more than 20 % of area of the body.....25 %

## SPECIAL PROVISIONS

- Disability shall not be determined for aesthetic scars and blemished appearance.
- Disability shall not be determined for deeper scars affecting up to 10 % of area of the body if they are not causing functional problems.
- Cases referred to in items 54 and 55 are calculated by application of the rule of nines.
- A deeper scar occurs after an intermediate burn (second-B degree) and/or damage entailing a greater defect of skin.
- A deep scar occurs after a deep burn (third degree) or a subcutaneous, subdermal burn (fourth degree) and/or large injury to the skin cover.
- Disability shall not be determined for consequences of epidermal (first degree) and superficial (second-A degree).
- Functional problems caused by burns or injuries referred to in item 55 shall be evaluated in accordance with corresponding items of the Disability Table.

## IX. ABDOMINAL ORGANS

- Traumatic hernia and abdominal wall hernia after laparotomic wounds which occurred due to the injury .....5 %
- Diaphragm injury:
  - state after rupture of diaphragm, proven by a hospital, directly after the injury, and surgically treated .....20 %
  - diaphragmatic hernia - a relapse after a surgically treated diaphragmatic traumatic hernia .....25 %
- Injury to intestine or stomach with resection .....10 %
- Liver injury with resection..... up to 15 %
- Loss of spleen (splenectomy):
  - at the age of up to 20 .....20 %
  - at the age above 20 .....10 %
- Spleen injury with damaged functions..... up to 10 %
- Anus praeternaturalis (permanent).....50 %
- Incontinentio alvi (permanent):
  - partial..... up to 20 %
  - full .....60 %

## X. URINARY SYSTEM

- Loss of one kidney with normal function of the other.....30 %
- Loss of one kidney with damaged function of the other:
  - in a mild degree up to 30 % of damage to function ..... up to 40 %
  - in a medium degree up to 50 % of damage to function ..... up to 55 %
  - in a severe degree exceeding 50 % of damage to function.. up to 80 %
- Functional damage to one kidney:
  - in a mild degree up to 30 % of damage to function ..... up to 10 %
  - in a medium degree up to 50 % of damage to function ..... up to 15 %
  - in a severe degree exceeding 50 % of damage to function... up to 20 %
- Functional damage to both kidneys:
  - in a mild degree up to 30 % of damage to function ..... up to 20 %
  - in a medium degree up to 50 % of damage to function ..... up to 30 %
  - in a severe degree exceeding 50 % of damage to function.. up to 60 %
- Urine release disorder caused by injury to urethra, categorised according to Charriere:
  - below 18 CH ..... up to 10 %
  - below 14 CH ..... up to 20 %
  - below 6 CH ..... up to 35 %
- Urinary bladder injury with diminished capacity:  
- for each 1/3 of diminished capacity ..... 10 %
- Complete incontinence - permanent.....40 %
- Urinary fistula
  - ethral.....20 %
  - perineal and vaginal .....30 %

## XI. GENITAL ORGANS

- Loss of one testicle:
  - at the age of up to 60 ..... 15 %
  - at the age above 60.....5 %
- Loss of both testicles:



# Table for determination of percentage of permanent disability as a consequence of an accident

a) at the age of up to 60.....	50 %
b) at the age above 60.....	25 %
<b>74. Loss of penis:</b>	
a) at the age of up to 60.....	50 %
b) at the age above 60.....	30 %
<b>75. Deformation of penis preventing intercourse:</b>	
a) at the age of up to 60.....	50 %
b) at the age above 60.....	25 %
<b>76. Loss of uterus and ovaries at the age of up to 55:</b>	
a) loss of uterus.....	30 %
b) loss of one ovary.....	10 %
c) loss of both ovaries.....	30 %
<b>77. Loss of uterus and ovaries at the age above 55:</b>	
a) loss of uterus.....	10 %
b) loss of each ovary.....	5 %
<b>78. Damage to vulva and vagina preventing intercourse:</b>	
a) at the age of up to 60.....	50 %
b) at the age above 60.....	15 %
c) complete ophthalmoparesis.....	20 %

## XII. SPINE

<b>79. Spinal injury with permanent complete damage to spinal cord or peripheral nerves (paraplegia, triplegia, tetraplegia) with loss of control of defecation and urination.....</b>	<b>100 %</b>
<b>80. Spinal injury with complete paralysis of lower extremities with no deficit concerning defecation and urination.....</b>	<b>80 %</b>
<b>81. Spinal injury with permanent partial damage to spinal cord or peripheral nerves (tetraplegia, triplegia) without the loss of control of defecation and urination, proven by an EMG.....</b>	<b>up to 50 %</b>
<b>82. Spinal injury with paralysis of lower extremities, proven by an EMG.....</b>	<b>up to 40 %</b>

### SPECIAL PROVISIONS

Damage belonging to items 79 and 80 are evaluated after determination of permanent neurological damage, set out in items 81 and 82, and evaluated upon completion of medical treatment but no sooner than 2 years following the day of occurrence of the injury.

<b>83. Consequences of fracture of at least two vertebrae with a change of physiological curvature of the spine (kyphosis, scoliosis):</b>	
a) to a medium degree.....	up to 15 %
b) to a severe degree.....	up to 30 %
<b>84. Reduced mobility of the spine after a fracture of body of a cervical vertebra.....</b>	<b>up to 3 %</b>
<b>85. Reduced mobility of the spine after a fracture of body of a lumbar segment - to a severe degree.....</b>	<b>up to 10 %</b>
<b>86. Serial fracture of transverse processes of three or more vertebrae.....</b>	<b>up to 3 %</b>

### SPECIAL PROVISIONS

1. The insurer must be provided with x-ray images for inspection for the purpose of evaluation under items 83, 84, 85 and 86.
2. Disability following spinal injuries referred to in items 84, 85 and 86 is evaluated along with mandatory measurement of mobility 6 months after completion of the medical treatment and rehabilitation.
3. Disability shall not be determined for spinal retroflexion above 6 cm.
4. The insurance does not cover, and the disability shall not be determined on account of degenerative changes to the spine including: hernia disci intervertebralis, all types of lumbago, spine discopathy, spondylosis, spondylolisthesis, sacralgia, myofascitis, coccygodynia, ischialgia, fibrositis and all pathoanatomic changes of lumbar, lower back region indicated by analogous terms as well as cervical spine pain syndromes.
5. Disability shall not be assessed following straining of joint/ligament structures of cervical spine or whiplash injuries of the cervical spine.

## XIII. PELVIS

<b>87. Multiple fracture of pelvis with severe deformation or misalignment of sacroiliac joints or symphysis.....</b>	<b>30 %</b>
<b>88. Symphysiolysis with a horizontal and/or vertical displacement:</b>	

a) 1 cm size.....	up to 10 %
b) 2 cm size.....	up to 15 %
b) greater than 2 cm.....	up to 25 %
<b>89. Fracture of one ilium, healed with a displacement.....</b>	<b>up to 5 %</b>
<b>90. Fracture of both iliums, healed with a displacement.....</b>	<b>up to 10 %</b>
<b>91. Fracture of pubis or ischium, healed with a displacement.....</b>	<b>up to 5 %</b>
<b>92. Fracture of two bones: pubis, ischium or pubis, and ischium, healed with a displacement.....</b>	<b>up to 10 %</b>
<b>93. Fracture of sacrum, healed with a displacement.....</b>	<b>up to 5 %</b>

### SPECIAL PROVISIONS

1. Disability shall not be determined for pelvic bone fractures that have healed without any displacements and without objective functional problems.
2. Disability shall not be determined for fractures of coccyx.

## XIV. ARMS

<b>94. Loss of both arms or both hands.....</b>	<b>100 %</b>
<b>95. Loss of an arm at the shoulder (exarticulation).....</b>	<b>70 %</b>
<b>96. Loss of an arm in the region of the upper arm.....</b>	<b>65 %</b>
<b>97. Loss of arm below elbow with preserved elbow function.....</b>	<b>60 %</b>
<b>98. Loss of one hand.....</b>	<b>55 %</b>
<b>99. Loss of all fingers:</b>	
a) on both hands.....	90 %
b) on one hand.....	45 %
<b>100. Loss of a thumb.....</b>	<b>20 %</b>
<b>101. Loss of an index finger.....</b>	<b>10 %</b>
<b>102. Loss:</b>	
a) off the middle finger:.....	5 %
b) of the ring finger or the little finger, for each finger.....	3 %
<b>103. Loss of metacarpal bone of a thumb.....</b>	<b>4 %</b>
<b>104. Loss of metacarpal bone of an index finger.....</b>	<b>3 %</b>
<b>105. Loss of metacarpal bone of middle, ring and little fingers, for each bone.....</b>	<b>2 %</b>

### SPECIAL PROVISIONS

1. 1/2 of the percentage determined for loss of a thumb shall be determined for loss of a single phalanx of thumb, while 1/3 of the percentage determined for loss of another finger shall be determined for loss of a phalanx of one of those fingers.
2. Partial loss of a phalanx bone shall be determined as a total loss of a phalanx of that finger.
3. 1/2 of the percentage set for loss of a finger phalanx shall be determined in cases of loss of a fingertip.

<b>106. Total stiffness of a shoulder joint:</b>	
a) in a functionally unfavourable position (abduction of 20 - 40 degrees).....	35 %
b) in a functionally favourable position (abduction up to 20 degrees).....	up to 25 %
<b>107. Radiologically proven fractures in the shoulder region, healed with a displacement or intraarticular fractures with proper function of the shoulder joint.....</b>	<b>up to 3 %</b>

### SPECIAL PROVISIONS

1. Disability under items 106 and 107 shall be evaluated 6 months after completion of medical treatment and rehabilitation.

<b>108. Looseness of the shoulder joint with bone defect of joint bodies.....</b>	<b>up to 10 %</b>
<b>109. Shoulder endoprosthesis.....</b>	<b>30 %</b>
<b>110. Chronic osteomyelitis of arm bones with a fistula.....</b>	<b>up to 10 %</b>
<b>111. Accessory nerve palsy.....</b>	<b>15 %</b>
<b>112. Brachial plexus palsy.....</b>	<b>60 %</b>
<b>113. Partial palsy of the brachial plexus (ERB - upper part or KLUMPKE - lower part).....</b>	<b>35 %</b>
<b>114. Palsy of arm peripheral nerves:</b>	
a) axillary nerve.....	15 %
b) radial nerve.....	30 %
c) median nerve.....	35 %



# Table for determination of percentage of permanent disability as a consequence of an accident

d) ulnar nerve.....	30 %
115. Palsy of two nerves in one arm.....	50 %
116. Palsy of three nerves in one arm.....	60 %

## SPECIAL PROVISIONS

- Disability shall not be determined in cases of sprained acromioclavicular or sternoclavicular joint or pseudoarthrosis (of humerus).
  - Disability shall not be determined for consequences of fractures of clavicles.
  - Up to 2/3 of disability attributed to paralysis of a particular nerve shall be determined for paresis of that nerve.
  - Disability under items 111 through 116 shall be determined following completed medical treatment and rehabilitation, but not before expiry of two years following the injury, with a mandatory EMG finding concerning the proven damage executed within the most recent 3 months.
  - Disability shall not be determined for damage of cervical spinal nerve roots (so called, radicular damage).
117. Complete stiffness of an elbow joint:
- in a functionally unfavourable position..... up to 25 %
  - in a functionally favourable position of 100 - 140 degrees).... up to 15 %
118. Radiologically proven fractures in the elbow region, healed with a displacement or intraarticular fractures with proper function of the elbow joint..... up to 3 %
119. Unstable elbow joint - freedom of transversal movement by more than 20 degrees..... up to 5 %

## SPECIAL PROVISIONS

- Disability under items 117 through 119 shall be determined 6 months following completed medical treatment and rehabilitation.
120. Elbow endoprosthesis.....25 %
121. Total stiffness of a forearm:
- in supination..... up to 25 %
  - in the central position..... up to 15 %
  - in pronation..... up to 20 %
122. Total stiffness of a wrist joint:
- in extension..... up to 15 %
  - within the axis of the forearm..... up to 20 %
  - in flexion..... up to 30 %
123. Radiologically proven fractures in the wrist region, healed with a displacement or intraarticular fractures with proper function of the wrist joint..... up to 3 %
124. Endoprosthesis of scaphoid bone and/or lunate bone.....20 %

## SPECIAL PROVISIONS

- Disability shall not be determined for pseudoarthrosis of a forearm, ulna or radius, as well as scaphoid or lunate bones.
  - Disability under items 121 through 123 shall be determined 6 months following completed medical treatment and rehabilitation.
  - Disability shall not be determined for consequences of fractures of metacarpal bones.
125. Total stiffness of all fingers of one hand.....40 %
126. Total stiffness of individual fingers:
- an entire thumb.....12 %
  - an entire index finger.....8 %
  - an entire middle finger.....4 %
  - of the ring finger or the little finger, for each finger.....2 %

## SPECIAL PROVISIONS

- 1/2 of the disability percentage attributed to full stiffness of a thumb shall be determined for total stiffness of a thumb joint, while 1/3 of the disability percentage attributed to full stiffness of a finger shall be determined for total stiffness of one of joints of that finger.
- Sum of the percentages assigned for stiffness of individual joints of a finger/thumb may not exceed the percentage assigned for total stiffness of the finger/thumb.
- Total disability for finger/thumb injuries may not exceed disability for loss of a hand.
- Disability arising from finger/thumb injuries shall be determined without application of the principles set out in section 3 of the General Provisions of the Disability Table.

## XV. LEGS

127. Loss of both thighs.....	100 %
128. Exarticulation of a leg at the hip.....	70 %
129. Loss of a thigh in its upper third, the stump is unsuitable for any prosthesis.....	60 %
130. Loss of thigh below its upper third.....	50 %
131. Loss of both lower legs, the stump is suitable for a prosthesis.....	80 %
132. Loss of lower leg, stump shorter than 6 cm.....	45 %
133. Loss of lower leg, stump longer than 6 cm.....	40 %
134. Loss of both feet.....	80 %
135. Loss of one foot.....	35 %
136. Loss of a foot at the Chopart's joint.....	35 %
137. Loss of a foot at the Lisfranc joints.....	30 %
138. Trans-metatarsal amputation.....	25 %
139. Loss of the first or the fifth metatarsal bone.....	5 %
140. Loss of the second, third or fourth metatarsal bone, for each bone...3	3 %
141. Loss of all toes on one foot.....	20 %
142. Loss of a big toe:	
a) the distal phalanx of the big toe.....	2.5 %
b) the entire big toe.....	5 %
143. Loss of the entire toe no. 2 through 5, for each toe.....	2 %
144. Partial loss of toe no. 2 through 5, for each toe.....	1 %

## SPECIAL PROVISIONS

Stiffness of the interphalangeal joints of toes no. 2 through 5 in the extended position or a reduced mobility of those joints do not represent a disability.

145. Total stiffness of a hip:
- in a functionally unfavourable position.....40 %
  - in a functionally favourable position.....30 %
146. Radiologically proven fractures in the hip region, healed with a displacement or intraarticular fractures with proper function of the hip joint..... up to 5 %
147. Total stiffness of both hips.....70 %
148. Non-repositioned, old, traumatic sprain of a hip..... up to 35 %
149. Diminished mobility of a hip, following a radiologically proven fracture, and/or post-traumatic arthrosis following a fracture, compared to the healthy one, reduces the range of movement by more than 2/3..... up to 20 %
150. Improperly healed fracture of a femur with angulation by:
- 10 - 20 degrees..... up to 10 %
  - more than 20 degrees..... up to 15 %
151. Chronic osteomyelitis of leg bones with a fistula..... up to 10 %

## SPECIAL PROVISIONS

- Disability shall not be determined for pseudoarthrosis of a femur or a femur neck.
  - Disability under items 145 through 150 shall be determined 6 months following completed medical treatment and rehabilitation.
152. Hip endoprosthesis:
- partial..... up to 15 %
  - total..... up to 30 %
153. Shortening of a leg following a fracture:
- 2 - 4 cm..... up to 10 %
  - 4.1 - 6 cm..... up to 15 %
  - greater than 6 cm..... up to 20 %
154. Total stiffness of a knee:
- in a functionally unfavourable position..... up to 30 %
  - in a functionally favourable position (up to 10 degrees of flexion)..... up to 25 %
155. Diminished mobility of a knee, following a radiologically proven fracture, and/or post-traumatic arthrosis following a fracture, compared to the healthy one, reduces the range of movement by more than 2/3..... up to 20 %
156. Radiologically proven fractures in the knee region, healed with a displacement or intraarticular fractures with proper function of the knee joint..... up to 3 %
157. Instability of a knee following an injury to ligament structures, compared

# Table for determination of percentage of permanent disability as a consequence of an accident

to the healthy one, requires permanent carrying of an orthopaedic device ..... up to 10 %

## SPECIAL PROVISIONS

1. Disability under items 154 through 157 shall be determined 6 months following completed medical treatment and rehabilitation.
  2. Disability shall not be determined for damaged and/or surgically removed meniscus.
  3. Disability shall not be determined for instability of a knee which is a consequence of surgical removal of the meniscus.
158. Knee endoprosthesis:
- a) partial..... up to 15 %
  - b) total..... up to 30 %
159. Radiologically proven free joint body, occurring after a knee injury..... up to 3 %
160. Functional problems following removal of a patella:
- a) partially removed patella..... up to 5 %
  - b) completely removed patella..... up to 15 %
161. Improperly healed lower leg fracture, radiologically proven by valgus, varus or recurvatum deformation - compared to the healthy one, by more than 15 degrees ..... up to 15 %
162. Total stiffness of an ankle joint:
- a) in a functionally unfavourable position..... up to 25 %
  - b) in a functionally favourable position (5 - 10 degrees of plantar flexion)..... up to 20 %
163. Radiologically proven fractures in the ankle region, healed with a displacement or intraarticular fractures with proper function of the ankle joint ..... up to 3 %

## SPECIAL PROVISIONS

1. Disability shall not be determined for pseudoarthrosis of a patella or a tibia.
  2. Disability under items 161 through 163 shall be determined 6 months following completed medical treatment and rehabilitation.
  3. Disability shall not be determined in cases of injuries (sprain) of ligament structures of the joint.
164. Endoprosthesis of the ankle joint .....25 %
165. Traumatic widening of the malleolus of a foot - compared to the healthy one ..... up to 5 %
166. Foot deformities: pes excavatus, pes planovalgus, pes varus, pes equinus at a severe degree..... up to 5 %
167. Deformity of a calcaneus following a compressive fracture ..... up to 5 %
168. Deformation of a talus bone following a fracture, accompanied by deforming arthrosis, radiologically proven ..... up to 5 %
169. Deformation of a metatarsus following a fracture of the metatarsal bones (1% for each metatarsal bone) ..... up to 5 %

## SPECIAL PROVISIONS

1. For an evaluation of disability under items 165 through 169, the insured person is required to provide x-ray images for inspection.
  2. Disability under items 165 through 169 shall be determined 6 months following completed medical treatment and rehabilitation
170. Total stiffness of the distal joint of a big toe .....2 %
171. Total stiffness of a proximal joint of a big toe or both of the joints .....4 %
172. Large scars on a heel or a sole following an injury of soft tissues - more than 1/2 of the sole area ..... up to 10 %
173. Palsy of leg nerves:
- a) sciatic nerve ..... up to 40 %
  - b) femoral nerve ..... up to 30 %
  - c) tibial nerve ..... up to 25 %
  - d) common peroneal nerve..... up to 25 %
  - e) gluteal nerve..... up to 10 %
174. Completely severed Achilles tendon .....5 %

## SPECIAL PROVISIONS

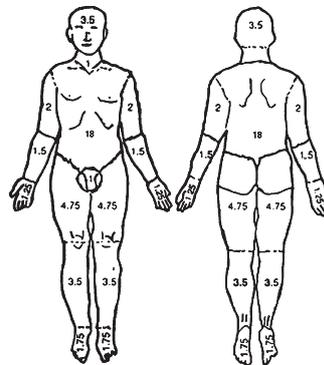
1. Disability under item 173 shall be determined following completed medical treatment and rehabilitation, but not before expiry of two years following the injury, with an EMG finding concerning the proven damage executed within the most recent 3 months.

2. Up to 2/3 of disability attributed to paralysis of a particular leg nerve shall be determined for paresis of that nerve.
3. Disability shall not be determined for damage of lumbal spinal nerve roots (so called, radicular damage).
4. Partial ruptures of the Achilles tendon shall be evaluated under item 163 with presentation of ultrasonic imaging and examination by a physician who determined the functional damage.

## ASSESSMENT OF BURN AREA ACCORDING TO THE WALLACE RULE

### RULE OF NINES

- Neck and head .....9 %
- One arm.....9 %
- Front of the torso .....2 x 9 %
- Back of the torso.....2 x 9 %
- One leg .....2 x 9 %
- Perineum and genitalia .....1 %



Effective as of 5 May 2008