

TERMS AND CONDITIONS OF ACCIDENT INSURANCE OJ100/2017

Valid from: 21.03.2017



This is an unofficial text. In case of the dispute the Estonian wording shall prevail.

These terms and conditions of insurance (hereinafter also terms and conditions) form a part of the accident insurance contract entered into by AB Lietuvos draudimas Estonia branch (hereinafter insurance undertaking or PZU) and the policyholder. These terms and conditions of insurance are applied with PZU general terms and conditions of insurance contracts. In matters not regulated in the terms and conditions of insurance the parties to the insurance contract follow the Law of Obligations Act and other legislation.

1. Definitions

- 1.1. The insurer is** AB Lietuvos draudimas Estonia branch (hereinafter referred to as PZU*).
- 1.2. Insured person** means the policyholder or the natural person who is specified by name in the insurance contract and whose risk has been insured. An insured person may be 1 to 75 years old at the time of signing the policy. An insured person may not be a person with an intellectual or physical disability who is not capable of managing on a daily basis without a guardian.
- 1.3. Minor** is an insured person who is not older than 18 years old at the time of the occurrence of the accident.
- 1.4. Beneficiary** is a person determined by the policyholder in the insurance contract with the written approval of the insured person who is entitled to the death indemnity upon the death of the insured person. If the beneficiary has not been specified by name or if the beneficiary is less than 18 years of age, the death indemnity will be paid to the successor(s) of the insured person. If the beneficiary is the policyholder, the insurer is obliged to pay the insurance indemnity only in case the policyholder submits either the insured person's written consent for the entry into a contract or such consent in a manner capable of being reproduced in writing.
- 1.5. Policyholder** is a natural or legal person who has signed an insurance contract.
- 1.6. Sum insured** is the maximum amount to be compensated per insured person and per insured event. In case of loss of capacity for work the sum insured is considered to be the limit of indemnity of a loss of capacity for work of every insured person.
- 1.7. Insured event** is an unexpected event that occurs against the free will of the insured person during the time of validity of the insurance contract and under the terms and conditions agreed upon in the insurance contract as a result of which an external force causes physical harm or the death of the insured person.
- 1.8. Insurance indemnity** means a sum of money that is paid after the insurance event. The amount of the indemnity per insured event depends on the injuries caused to the insured person as a result of the insured event and the limits of insurance indemnity agreed upon in the insurance contract.
- 1.9. Deductible** is a part of damage established in the insurance contract to be incurred by the policyholder of the damage to be compensated in case of each insured event. The amount of the deductible shall always be incurred by the policyholder and the insurer shall not compensate it. Deductible shall be deducted last from the damage to be compensated.
- 1.10. Limit of indemnity** is the maximum amount specified in the insurance policy that the insurer shall pay for each insured event.

2. Types of indemnity

- 2.1. Death indemnity**
Death indemnity is paid if the insured person is deceased as a result of the insured event or within one year after the date of occurrence of the insured event.
- 2.2. Indemnity for a loss of capacity for work**
 - 2.2.1.** If the insured person suffers a permanent mental or physical personal injury, i.e. a disability, as a result of an insured event and as determined under the terms and conditions, the insurer will pay indemnity for the loss of capacity for work. A loss of capacity for work is permanent if a function of a part of body or sense that has to ensure the normal functioning of a part of body or sense has not recovered within one year of the insured event.
 - 2.2.2.** The existence and extent of the loss of capacity for work is determined by an expert physician assigned by the insurer. The existence and extent of the loss of capacity for work is determined when one year has passed of the insured event, taking into account the state of health of the insured person at the time when the size of the indemnity of a loss of capacity for work was established. If an injury is permanent and the recovery of the insured person is unlikely, the extent of a loss of capacity for work may be determined before one year has passed. Indemnity for a loss of capacity for work will not be paid if a loss of capacity for work occurs later than a year after the accident. If the state of health of the insured person worsens after the determination of the indemnity for a loss of capacity for work, additional indemnity for a loss of capacity for work shall not be paid.
 - 2.2.3.** Indemnity for the loss of the capacity for work is determined on the basis of medical documentation and compensation is paid as a percentage of the agreed limit of compensation of indemnity for a loss of capacity for work.
 - 2.2.4.** The percentage amount of the loss of capacity for work is determined on the basis of the table of compensation valid at the time of entry into the insurance contract. If the injury of a part of body or sense resulting from the insured event cannot be determined according to the table of compensation specified, the compensation decision is made based on the injury of a similar degree in severity.
 - 2.2.5.** Only the severity and nature of injury is taken into account when determining the compensation for the loss of capacity for work. Subjective circumstances arising from the insured person – the profession, hobbies, the way of life, etc., of the insured person – are not taken into account. A decrease in income is not taken into account when determining the compensation for the loss of capacity for work.
 - 2.2.6.** If the insured person is entitled to receive compensation based on more than one item in the table of compensation, the compensations in question will be added making sure that the total compensation does not exceed the limit of compensation for the loss of incapacity for work agreed in the insurance contract.
- 2.3. Daily allowance**
 - 2.3.1.** Daily allowance will be paid if, as a result of an insured event, the insured person has suffered temporary incapacity for work that lasts for at least seven days.
 - 2.3.2.** Daily allowance will be paid for every day spent on a certificate of incapacity for work regardless of whether the treatment constitutes inpatient treatment or outpatient treatment. Daily allowance will be also paid if the insured person has been established to be incapable of work by a decision of a panel of medical expertise.

- 2.3.3. The size of the daily allowance on the first four calendar days is 100% of the insured person's daily net income and starting with the fifth calendar day 30% of the daily net income.
- 2.3.4. Daily allowance is paid to one working legal representative of an underage insured person for the calendar days on care leave if the representative has to be away from work in connection with the insured event that occurred with the underage insured person and the insured legal representative had chosen daily allowance as additional protection. In such case the legal representative is paid 20% of his/her daily salary.
- 2.3.5. The calculation of daily salary is based on the net income of the insured person.
- 2.3.6. Net income is the income subject to social tax that the insured person has received within six calendar months immediately preceding the calendar month of the occurrence of the insured event less the taxes payable by law.
- 2.3.7. To calculate the daily salary the net income of the insured person is divided with the number of calendar days in the six calendar months immediately preceding the calendar month of the insured event. If the injured person received income during a period that is shorter than the six months that immediately preceded the insured event, the actual income received during the aforesaid period and the duration of the respective period in calendar days will be taken into account.
- 2.3.8. If an insured person is an entrepreneur at the time of the insured event, net income is the income subject to social tax declared in the entrepreneur's tax declaration of the last calendar year. If the insured person was an entrepreneur before the insured event for less than one calendar year, the net income is calculated based on the income earned during the time of operating as an entrepreneur and the duration of the period of time in calendar days.
- 2.3.9. If an insured person has not received any net income during the 12 calendar months that preceded the insured event, the daily allowance is calculated based on the minimum monthly wage valid at the time of the insured event.
- 2.3.10. If necessary the calculation is based on the income declared with the Tax and Customs Board.
- 2.3.11. Daily allowance shall be paid during a period of up to six months from the day of the insured event.
- 2.3.12. The payment of the daily allowance shall end starting with the day when:
- 2.3.12.1. the insured person commences work;
- 2.3.12.2. the incapacity for work specified on the certificate of incapacity for work or the incapacity for work assigned with the decision of the medical expert opinion to the insured person ends;
- 2.3.12.3. the insurer appoints compensation for the loss of capacity for work to the insured person.
- 2.4. Pain and suffering indemnity**
- 2.4.1. If an insured person suffers temporary damage to health as a result of an insured event and the treatment thereof lasts for at least seven days, the insurer will pay the pain and suffering indemnity. The duration of treatment must be certified by a medical institution. The requirement of a duration of treatment does not apply to bone fractures proven with an X-ray test.
- 2.4.2. Pain and suffering indemnity is one-off compensation the percentage amount of which is determined based on the table of indemnity and compensation for loss of work capacity (hereinafter referred to as table of compensation) valid at the time of entering into the insurance contract, pursuant to the limit of compensation agreed upon in the insurance contract. In case the insured event has a consequence not specified in the table of compensation, the compensation decision is made based on the injury of a similar degree of severity.
- 2.4.3. If the insured person is entitled to receive indemnity based on more than one item in the table of compensation, the compensations in question will be added taking into account that the total compensation does not exceed the limit of compensation for indemnity agreed in the insurance contract.
- 2.5. Indemnity for medical treatment expenses**
- 2.5.1. Any reasonable and justified medical treatment expenses that are not indemnified by the Estonian Health Insurance Fund are indemnified under the indemnity for medical treatment expenses. Medical treatment expenses that have been incurred within one year after the occurrence of the insured event will be compensated. Medical treatment expenses will be compensated on the basis of invoices submitted by a state or municipal medical institution, private medical institution or a rehabilitation centre that has been registered in the Republic of Estonia. If a person has no valid health insurance with the Estonian Health Insurance Fund, indemnity will be compensated to the person in the same manner as to those with health insurance from the Health Insurance Fund.
- 2.5.2. Indemnification shall cover the following:
- 2.5.2.1. Essential examination and treatment costs (incl. necessary and reasonable medicament costs) indicated and/or prescribed by a doctor, except cost of psychotherapy;
- 2.5.2.2. reasonable physical therapy and remedial exercise costs considered necessary for treatment and prescribed by a specialist doctor;
- 2.5.2.3. reasonable costs for the purchase or rental of medical equipment necessary for treatment purposes previously coordinated with the insurer;
- 2.5.2.4. the costs for fixing glasses, hearing aid, prosthesis/prostheses, etc., used by the insured person and damaged as a result of the insured event or the costs for the purchase of an equivalent item in an amount of up to 600 euros;
- 2.5.2.5. treatment costs for dental injury resulting from the insured event, except the costs for injuries that occur as a result of biting or chewing.
- 3. Validity of insurance cover in case of sports activities**
- 3.1.** In case of sports insurance cover applies without special agreement, except in case of competitive sports and practice thereof or when involved in the sports activities listed in clause 3.5.
- 3.2.** In case of competitive sports and practice thereof insurance cover applies only if it has been agreed upon in the insurance contract.
- 3.3.** Competitive sports is an activity whose objective is achieving success in a public sports competition. Public sports competition means participating in tournament, cup and league competitions, Estonian championships or international championships, and preparing for such competitions. Taking part in popular sports events is not considered competitive sports.
- 3.4.** In case of an underage insured person insurance cover also applies in case of competition sports without special agreement, except for the exclusions described in clause 3.5.
- 3.5.** The following fields of sports shall not be covered by insurance (including practices and competitions):
- 3.5.1. alpinism, ice climbing, rock climbing, wall climbing, mountaineering, rafting, or other similar activities;
- 3.5.2. engaging in winter sports outside the marked trails of winter sports centres;
- 3.5.3. motorsports (ATV-driving and racing, motorcycle, motor sleigh and other such fields), including the practice thereof, taking part in testing motor vehicles;
- 3.5.4. air sports, glider flying, flying with a hot air balloon, gliding, hang-gliding, riding on an ultra-light or amateur-built aircraft and parachuting or bungee-jumping;
- 3.5.5. underwater sports, incl. diving deeper than 20 metres;
- 3.5.6. extreme sports (downhill biking, free-riding, bike and skateboard tricks, acrobatics, rugby, speed skiing, heli-skiing, kiteboarding and surfing, etc.);
- 3.5.7. being involved in karate, boxing (including Thai boxing, kickboxing, etc.) or other combat sports;
- 3.5.8. expeditions and hikes to the mountains, polar regions, jungles, deserts, caves, wild regions without a professional guide;

- 3.5.9. engaging in any other sports events or activities comparable to those specified above in the course of which the risk of sustaining bodily injuries, falling ill or dying is higher than usual.

4. Validity of insurance cover when working on a position with a heightened risk

- 4.1.** Insurance cover applies when working in a field of activity of a heightened risk only if it has been separately agreed upon in the insurance contract, except the fields of activities/professions specified in clause 4.3.
- 4.2.** Such positions of heightened risk are drivers of motor vehicles, including buses, builders, operators of machinery or equipment, operational personnel (including police officers, fire and rescue workers, etc.), chimney sweeps, arborists, divers, miners or other mine workers, farm workers, forestry workers, professional athletes, ship crew members, border guards, security guards, cash collectors, stunt performers, ballet dancers, professional dancers, cleaners and handlers of explosive substances, also people who work as temporary agency workers in any position.
- 4.3.** Insurance cover does not apply to the members of any kind of aircraft either when in the reserves or on active duty in the defence forces or when on a military mission.

5. General exclusions

- 5.1.** The insurance does not cover damage:
- 5.1.1. that has not been caused due to an insured event;
- 5.1.2. that has been caused by cerebral apoplexy, a fit of epilepsy or other events of cramps;
- 5.1.3. that has been caused by the use of nuclear energy for any kind of purpose or from such energy getting out of control or radioactivity; terrorism, war, civil war, invasion, any armed conflict, mass riot, civil disturbance, revolution, coup d'état, strike, confiscation, arrest or lock-out;
- 5.1.4. that has emerged as a result of treatment, except in case the need for treatment resulted from the insured event;
- 5.1.5. that has emerged as a result of bacterial infection (e.g. caries, Lyme's disease, etc.). Except damage that has been caused as a result of tetanus, rabies and other infections that are passed on through a wound received in the insurance event;
- 5.1.6. damage that is caused by HIV or AIDS and hepatitis B or C;
- 5.1.7. that is caused by childbirth, pregnancy or miscarriage;
- 5.1.8. that is caused by changes in spinal curves, internal or cerebral haemorrhaging, lower body or inguinal hernia, except if these have emerged as a result of the insured event;
- 5.1.9. that is caused by poisoning resulting from solid substances or liquids that have been voluntarily consumed (alcohol poisoning or of any narcotic substances, food poisoning, salmonellosis, dysentery, etc.);
- 5.1.10. that is caused by mental illness or medically diagnosed mental disorders and the related injuries;
- 5.1.11. that has emerged as a result of suicide or suicide attempt;
- 5.1.12. that has emerged as a result of self-damage or putting one's own health at risk;
- 5.1.13. the emergence of which was influenced by the alcoholic, narcotic or other intoxication of the insured person;
- 5.1.14. that has emerged in connection with the detention of the insured person or the stay of the insured person in a custodial institution as an imprisoned person;
- 5.1.15. that is compensated under the law or some other compulsory insurance;
- 5.1.16. that has emerged in a role of a driver of a motor vehicle in a traffic accident in a situation where the insured person did not hold the right to drive a motor vehicle of the category in question.

6. Obligations of the policyholder, the insured person and the beneficiary

- 6.1.** Upon entry into the insurance contract the policyholder and/or the insured person is obliged to notify the insurer

about any and all material circumstances known to him or her, which affect the insurer's decision to enter into the insurance contract or to do it on the agreed additional conditions.

- 6.2.** The policyholder and/or the insured person is obliged to notify the insurer immediately of an increase in the insured risk.
- 6.3.** The insured person is obliged to take any steps necessary for the prevention of the insured event and possible damage.
- 6.4.** The policyholder and/or the insured person shall not increase the insured risk and shall not allow it to be increased by third person(s).
- 6.5.** The insured person shall refer to a doctor as soon as possible after the insured event, follow the doctor's instructions and make every effort to prevent an increase in the injury caused by the insured event;
- 6.6.** The insured person shall inform the insurer within five working days at the latest in a manner capable of being reproduced in writing either personally or by mediation of other persons, by submitting data concerning the event and the estimated treatment time, and fulfilling the instructions of the representative of the insurer henceforth;
- 6.7.** The insured person shall notify the police as soon as possible of bodily injury caused by third person(s) and/or the occurrence of an offence either personally or by the mediation of other persons.
- 6.8.** The insured person shall at the request of the insurer and within the term specified by the insurer attend a medical examination with the physician specified by the Insurer.
- 6.9.** The insured person shall provide the insurer with necessary information, explanations and documents, authorise the insurer to apply for the aforementioned or submit the aforementioned themselves at the request of the insurer.
- 6.10.** Policyholder or beneficiary shall notify the insurer as soon as possible of the death of the insured person.
- 6.11.** The burden of proof regarding the occurrence of an insured event lies with the policyholder, insured person or the beneficiary. The person in question shall provide the insurer with the information necessary for the verification of the performance of the insurer's contractual obligations.

7. Compensation for damage

- 7.1.** Daily allowance, pain and suffering indemnity and indemnity for the loss of capacity for work shall be paid to the insured person; the indemnity for medical treatment shall be compensated directly to the medical institution or to the insured person based on expense receipts.
- 7.2.** Death indemnity will be paid to the beneficiary.
- 7.3.** Insurance indemnities earlier paid out based on the same event that resulted in the insured event shall be deducted from the death indemnity. If the insurance indemnity paid out earlier exceeds the death indemnity, the insurance indemnity already paid out shall not be reclaimed.
- 7.4.** Insurance indemnities earlier paid out based on the insured event shall be deducted from the compensation for the loss of capacity for work. If the insurance indemnity paid out earlier exceeds the compensation for the loss of capacity for work, the insurance indemnity already paid out shall not be reclaimed.
- 7.5.** The insurer has the right to verify the correctness of the submitted information and request the submission of additional documents proving the occurrence of the insured event.
- 7.5.1. The insurer has the right to set off the overdue insurance premium until the end of the insurance period against the obligation of performance of the insurance contract.
- 7.5.2. If the emergence of the insured event or the results thereof were influenced by previous and/or existing illnesses or bodily injuries or if the time spent on treatment was not justified, the insurer shall be entitled to decrease the insurance indemnity payable in the extent of the respective effect or refuse to pay the indemnity.

8. Release of the insurer from the obligation to perform the insurance agreement

- 8.1.** The insurer shall be partially or fully released from the obligation to perform the insurance contract if:
- 8.1.1. the policyholder or persons considered equal to the policyholder have not fulfilled at least one of their contractual obligations and the breach of contract has an effect on the obligation of the insurer to fulfil the contract or to the extent thereof;
- 8.1.2. the policyholder has failed to pay the insurance premium by the agreed date (if the insurance premium is paid in instalments, not later than by the additional due date specified by the insurer) and the insured event occurs after the agreed due date of the insurance premium;

- 8.1.3. the policyholder, the insured person or the beneficiary has misled or attempted to mislead the insurer in terms of the circumstances and/or size of damage or tried to deceive the insurer in another manner in respect of the insurance contract or the circumstances of performance thereof;
- 8.1.4. the insured person has caused the accident intentionally or out of gross negligence;
- 8.1.5. the insured event has occurred in connection with a crime being committed by the insured person or an attempt thereof.
- 8.2.** When making a decision on the extent of the release from the obligation to perform the insurance contract the insurer shall take into account the effect of a breach of contract to the occurrence of an insured event and the obligation of the insurer to perform the contract.



TABLE OF ACCIDENT INSURANCE INDEMNITY AND COMPENSATION FOR LOSS OF WORK CAPACITY

Valid from 21.03.2017

Item no. No.	Injury	Percent of indemnity of the limit of compensation	Percent of loss of capacity for work of the limit of compensation
1.	Cranial injuries		
1.1.	Cranial bone fractures		
	1) fracture of cranial vault	10%	
	2) fracture of the base of skull	15%	
	3) fracture of cranial vault and base of skull	20%	
1.2.	Intracranial haematomas		
	1) epidural	10%	
	2) subdural, intracerebral	15%	
1.3.	Brain damage		
	1) brain concussion	2%	
	2) brain contusion, subarachnoid haematoma (contusion)	10%	
1.4.	Injuries of brain, spinal cord and peripheral nervous system		
	1) spinal cord contusion	7%	
	2) traumatic epilepsy	15%	
	3) monoparesis (upper, lower)		30%
	4) hemiparesis and/or paraparesis		40%
	5) tetraparesis, loss of coordination, dementia		70%
	6) monoplegia		60%
	7) hemiplegia, paraplegia or tetraplegia, decortication syndrome		100%
	8) pelvic organ dysfunction depending on the organ and the scope of dysfunction, the percentage added is up to		70%
1.5.	Permanent paralysis of cranial nerve		10%
1.6.	Traumatic plexitis	10%	
1.7.	Peripheral nerve transection syndrome		
	1) dissection of radial, ulnar or median nerve at the level of arm and/or wrist joint; shin, fibular nerve transection at the height of shin and/or ankle		10%
	2) transection of two or more nerves at the height specified in the previous clause		20%
	3) transection of one nerve at the height of upper arm or thigh		25%
	4) transection of two or more nerves at the height specified in the previous clause		40%
2.	Sight organs		
2.1.	Paralysis of accommodation in one eye		15%
2.2.	Hemianopia (constriction of the field of vision of one eye by half), traumatic strabismus resulting from an injury of ocular muscles, ptosis, diplopia, concentric constriction of the field of vision		15%
2.3.	Pulsating exophthalmos in one eye		20%
2.4.	Lacrimal ducts' obstruction in one eye	10%	
2.5.	Consequences of eye trauma:		
	1) conjunctivitis, keratitis, iridocyclitis, chorioretinitis	5%	
	2) iris defect, lens luxation, trichiasis, inversion of eyelid, foreign bodies in the eyeball	10%	
2.6.	Wounds penetrating eye layers, II-III stage burn (corrosion) haemophthalmus without loss of visual acuity	5%	
2.7.	Loss of vision (in case of a previous loss of visual capability indemnity is calculated based on clause 2.10.)		

	1) complete loss of vision in one eye		50%
	2) complete loss of vision in the only eye		100%
2.8.	Removal of eyeball (enucleation)	10%	
2.9.	Orbital fracture	10%	
2.10	Reduced visual acuity given in the table of reduced visual acuity	See the table	
	Note. The sight organ's injury scale will be determined three months after the insured event on the basis of the medical certificate issued during follow-up.		
3.	Hearing organs		
3.1.	Absence of an auricle		
	1) in the extent of half of it or a change in the external shape as a result of trauma at least by half		10%
	2) to the full extent		20%
3.2.	Decrease in hearing acuity in one ear		
	1) 60-89 db	5%	
	2) more than 90 db		10%
	3) deafness in one ear		20%
	4) deafness in both ears		50%
	Note. A decrease of hearing acuity is determined audiometrically three months after the insured event.		
3.3.	Traumatic rupture of one tympanic membrane (without a decrease of hearing acuity)	5%	
4.	Respiratory organs		
4.1.	Fracture of nasal bone, anterior wall of frontal and paranasal sinus	3%	
4.2.	Lung injury, subcutaneous air emphysema, haemothorax, pneumothorax, exudative pleuritis, foreign body in thoracic cavity, pneumonia (except hypostatic or post-operative)		
	1) unilateral	5%	
	2) bilateral	10%	
4.3.	Post-trauma		
	1) removal of lung lobe or part of lung		20%
	2) removal of one lung		35%
4.4.	Fracture of sternum	5%	
4.5.	Radiologically verified fracture of one rib	2%	
4.6.	Post-trauma (not compensated in case of clause 4.3)		
	1) thoracoscopy, thoracocentesis	5%	
	2) thoracotomy	10%	
4.7.	Injuries of larynx, trachea, bronchoscopy, tracheostomy	5%	
4.8.	Injuries of larynx, trachea with the constant need for a tracheostomy cannula		20%
5.	Cardiovascular system		
5.1.	Injuries of heart, pericardium, major blood vessels	25%	
	1) as a consequence of an injury of the heart, pericardium, major blood vessels and peripheral blood vessels		
	a) heart failure, class III based on the NYHA classification of 1964	20%	
	b) heart failure, class IV based on the NYHA classification of 1964	25%	
6.	Gastrointestinal tract		
6.1.	Fracture, dislocation of zygomatic bone, maxilla, mandible (see item 22.3)		
	1) of one bone	5%	
	2) of several bones, multiple fracture	10%	

	Note. Habitual dislocation and its relapses are not considered an insured event.		
6.2.	Tongue injuries (amputation)		
	1) in the distal third (distal 1/3)		15%
	2) in the middle third (distal 2/3)		30%
	3) in full		60%
6.3.	Injuries of pharynx, oesophagus, stomach, intestines (wound, rupture, corrosion), oesophagoscopy and gastroscopy	5%	
6.4.	Consequences of oesophagus injury:		
	1) narrowing (passable for liquid food)		40%
	2) obstruction (gastrostomy)		60%
6.5.	Post-injury		
	1) constriction of stomach, intestines, anus due to scarring	15%	
	2) adhesive illness	25%	
	3) intestinal, intestinal-vaginal, intestinal-pancreatic fistula	50%	
	4) colostomy		75%
6.6.	Liver injuries or damage as a result of acute random intoxication		
	1) serum hepatitis emerging with trauma treatment	5%	
	2) hepatic failure	10%	
6.7.	Post-trauma		
	1) liver subcapsular rupture, without surgery, diagnosed based on CT or US	5%	
	2) suturing of liver rupture	10%	
	3) peritonitis resulting from gallbladder rupture	15%	
	4) partial removal of liver (resection)		15%
6.8.	Spleen injuries		15%
	1) subcapsular rupture, without surgery, diagnosed based on CT or US	5%	
	2) loss of spleen		8%
6.9.	Consequences of gastrointestinal tract injury:		
	1) stomach, pancreatic, intestinal suturing	15%	
	2) pancreatic pseudo fistula	20%	
	3) resection of stomach, intestine, pancreas	30%	
	4) removal of the stomach		60%
6.10.	Diagnostic operations due to abdominal injury (not taken into account in addition to clauses 6.3–6.9)		
	1) laparoscopy (laparocentesis)	5%	
	2) laparotomy	10%	
	Note. Clauses 6.3–6.6 have to be diagnosed either with endoscopy, laparoscopy or with laparotomy		
7.	System of genitourinary organs		
7.1.	Kidney injuries		
	1) subcapsular rupture, without surgery, diagnosed based on CT or US	5%	
	2) kidney suturing	10%	
	3) partial loss of a kidney		5%
	4) removal of one kidney		10%
7.2.	Consequences of urinary tract injuries:		
	1) a decrease in the volume of urinary tract		10%
	2) toxic glomerulonephritis, urinary tract narrowing		25%
	3) traumatic toxicosis, crush syndrome, chronic renal insufficiency		30%
	4) urinary tract obstruction, genitourinary fistula		40%

7.3.	Urinary tract surgery		
	1) epicystostomy	5%	
	2) urinary tract suturing, lumbotomy	10%	
7.4.	Genitourinary injuries		
	1) wounds, ruptures, burns, freezing	5%	
7.5.	Post-trauma		
	1) loss of one testicle, ovary, Fallopian tube	15%	
	2) loss of both testicles, part of penis, both ovaries, Fallopian tube		30%
	3) loss of uterus		
	a) to insured persons up to 40 years old		50%
	b) to insured persons over 40 years old		10%
	4) removal of penis and both testicles		50%
8.	Soft tissues		
8.1.	Cosmetic defects caused by scars on the face and the front part of the neck		
	1) expressed (do not amend the shape of the face considerably), scars with an area of more than 1 cm ²	1-10%	
	2) strongly expressed (amend the shape of the face considerably)	30%	
	3) complete face deformation (mask-like face)	70%	
8.2.	Burn scars with severe keloid on the body		
	1) 1-2% of the body area	10%	
	2) 3-4% of the body area	15%	
	3) 5-6% of the body area	20%	
	4) 7-8% of the body area	25%	
	5) 9-10% of the body area	30%	
	6) More than 10% of the body area	35%	
	Note. Soft tissue injury scale will be determined three months after the insured event. In case of injuries specified in sub-clause 1 of item 8.1, 1 cm ² of a scar gives entitlement to 1% of indemnity.		
9.	Vertebral column		
9.1.	Fracture of vertebral bodies, arches, articular processes		
	1) On one vertebra	5%	
	2) On two vertebrae	10%	
	3) On two or more vertebrae	25%	
9.2.	Fracture of one transverse or spinous process	3%	
9.3.	Fracture of sacrum	10%	
9.4.	Fracture, dislocation of coccyx (see item 22.3)	5%	
9.5.	Complete immobility of cervical vertebrae as a result of fracture		25%
10.	Scapula and clavicle		
10.1.	Fracture of scapula, clavicle, rupture of acromioclavicular, sternoclavicular junction		
	1) fracture of one bone, rupture of one junction	5%	
	2) fracture of two bones with rupture of one junction	10%	
	3) complete rupture of two junctions, complete rupture of two junctions with dislocation or fracture of one bone or one bone fracture and dislocation, fracture of two bones with rupture of one junction and dislocation	15%	
	4) clavicle pseudoarthrosis	10%	
11.	Shoulder joint		
11.1.	Shoulder joint injuries		

	1) tearing fracture of bone fragments, dislocation (see item 22.3)	5%	
	2) fracture of two bones, shoulder blade fracture with dislocation of shoulder joint, rupture of tendons and/or articular capsule verified with investigations	10%	
	3) fracture of head, surgical or anatomical neck of humerus, fracture of glenoid fossa, fracture of humerus with dislocation	15%	
	4) multiple fragmented fracture of humerus in shoulder joint	20%	
	Note. Repeated dislocations of unoperated shoulder joint are not considered an insured event.		
11.2.	Consequences of shoulder region injury:		
	1) ankylosis of the shoulder joint in good position (abduction 25-40 degrees, flexion 20-30 degrees, internal rotation 25-30 degrees)		20%
	2) ankylosis of the shoulder joint in bad position		30%
	3) shoulder joint contraction		
	a) mild (raises hand to the front up to 120 degrees)	5%	
	b) medium severity (raises hand to the front up to 90 degrees)	10%	
	c) severe (raises hand to the front up to 45 degrees)	20%	
	d) abduction up to 0-45 degrees, the percentage added is up to	10%	
11.3.	Fracture of shaft		
	1) of humerus	15%	
	2) multiple fracture	20%	
	3) post-fracture pseudoarthrosis		30%
11.4.	Amputation of the upper arm		
	1) exarticulation at the shoulder joint		80%
	2) in any part of upper arm		75%
	3) traumatic amputation of only upper extremity		100%
12.	Elbow joint and forearm		
12.1.	Injuries of elbow joint		
	1) bone fragment (including epicondyle) tearing fracture, fracture of radius or ulna in the joint, dislocation of a single bone (see item 24.3), luxation of elbow joint	5%	
	2) fracture of radius and ulna in the joint, dislocation of both bones (see item 24.3)	10%	
	3) Fracture of lower end of humerus	15%	
	4) fracture of humerus with fracture of radius and ulna	20%	
12.2.	Consequences of elbow joint injuries:		
	1) ankylosis of elbow joint		
	a) in an optimal position of 90-110 degrees		10%
	b) in maximum pronation the percentage added is up to		15%
	c) in maximum supination the percentage added is up to		20%
	Note: 10-20 degree pronation is considered optimum		
	2) "rattling" or unstable joint (from the resection of joint surfaces)		20%
	3) elbow joint contracture with preserved supination – pronation function		
	a) mild (flexion 50–60°, extension 160–175°)	10%	
	b) medium severity (flexion 65–90°, extension 140–155°)	20%	
	c) severe (flexion more than 90°, extension below 140°)	25%	
12.3.	Fracture of forearm bones		
	1) fracture of one bone	5%	
	2) fracture of two bones	10%	
12.4.	Traumatic amputation of forearm		
	1) on one bone	10%	
	2) on two bones	25%	

12.5.	Traumatic amputation of forearm		
	1) exarticulation in elbow joint		70%
	2) amputation of forearm at any height		60%
	3) traumatic amputation of only extremity at the height of forearm		100%
12.6.	Injuries of carpal joint		
	1) bone chip(s) tearing fracture, fracture of styloid process, fracture of one bone, dislocation of head of ulna, (see item 22.3.), fracture of radius in typical location (in loco typica)	5%	
	2) fracture of two or more bones in carpal joint	10%	
	3) perilunar dislocation	15%	
12.7.	Ankylosis of carpal joint		
	1) in good position (flexion 20 degrees, extension up to 20 degrees)		15%
	2) in bad position		20%
12.8.	Contraction of carpal joint		
	1) mild (mobility of extension-flexibility 55 degrees and more)	5%	
	2) medium severity (mobility of extension-flexibility 40-50 degrees)	10%	
	3) medium severity (mobility of extension-flexibility 40-50 degrees)	15%	
12.9.	Injuries of carpal, metacarpal bones		
	1) fracture of one bone (except scaphoid bone)	5%	
	2) fracture of two and more bones	10%	
	3) fracture of scaphoid bone	8%	
	4) wrist dislocation (see item 22.3), dislocation-fracture, wrist joint instability due to ligament injury	10%	
12.10.	Post-injury		
	1) scaphoid bone pseudoarthrosis	5%	
	2) traumatic amputation of all fingers or hand		55%
	3) traumatic amputation of the only hand		100%
13.	Thumb		
13.1.	Thumb injury		
	1) rupture of extensor ligament	3%	
	2) fracture of phalanges, dislocation (see item 22.3), rupture of flexor ligament, tendon, joint or bone panaritium	5%	
13.2.	Consequence of thumb injury:		
	1) ankyloses in one joint		5%
	2) ankyloses in two joints		10%
13.3.	Amputation of thumb		
	1) on the level of nail phalanx		8%
	2) from the interphalangeal joint		15%
	3) from proximal phalanx or metacarpophalangeal joint		20%
	4) with I metacarpal bone		25%
14.	II-III-IV-V finger		
14.1.	Fracture of one or more distal, middle or proximal phalanges, dislocation (see item 22.3), rupture of flexor or extensor ligament, joint, tendon or bone panaritium	3%	
14.2.	Consequences of finger injuries:		
	1) ankyloses in one joint		5%
	2) for each following joint additional		2%
14.3.	Amputation of index finger		
	1) from nail phalanx		5%

	2) from intermediate phalanx		7%
	3) from proximal phalanx		10%
	4) with metacarpal bone		15%
14.4.	Amputation of III, IV, V fingers		
	1) from nail phalanx		2%
	2) from intermediate phalanx		3%
	3) from proximal phalanx		5%
	4) with metacarpal bone		10%
15.	Pelvis, hip joint		
15.1.	Injuries of pelvis		
	1) fracture of one bone	5%	
	2) fracture of two bones, multiple fracture of one bone, rupture of one junction	10%	
	3) fracture of three or more bones, rupture of two or more junctions	15%	
	4) hemipelvectomy as a consequence of trauma		75%
15.2.	Injuries of hip joint		
	1) tear fractures of bone fragments	5%	
	2) isolated fracture of trochanter(s)	10%	
	3) dislocation of hip joint	15%	
	4) fracture femoral head, neck, proximal end, fracture of acetabulum	25%	
15.3.	Consequences of hip joint injury		
	1) ankylosis		
	a) in good position (flexion 30 degrees, abduction 0-5 degrees, external rotation 10-15 degrees)		25%
	b) in bad position		35%
	2) mild contraction (mobility up to 90 degrees from the position of extension)	10%	
	3) contraction of moderate severity (mobility up to 60 degrees from the position of extension)	15%	
	4) severe contraction (mobility up to 30 degrees from the position of extension)	20%	
	5) femoral neck pseudoarthrosis	15%	
16.	Thigh		
16.1.	Fracture of shaft of		
	1) femur	25%	
	2) multiple fracture	30%	
16.2.	Pseudoarthrosis after tibial fracture		25%
16.3.	Traumatic amputation of thigh		
	1) on one limb from hip joint, the upper third of thigh		70%
	2) the middle or lower third of thigh		60%
	3) on the only limb		100%
17.	Knee joint		
17.1.	Knee joint injuries		
	1) new meniscus rupture verified during surgery	3%	
	2) fractures of bone fragments, fracture of head of fibula, rupture of cruciate ligament established during surgery and/or examination	5%	
	3) fracture of patella, intercondylar field of tibia, condyles, proximal end of tibia	10%	
	4) fracture of upper end of tibia with fracture of head of fibula	15%	
	5) fracture of femoral epicondyle (condyles), dislocation of shin (see item 22.3)	20%	

	6) fracture of distal end of femur	25%	
	7) fracture of distal end of femur, of upper end of tibia, of head of fibula	30%	
17.2.	Consequences of knee joint injury		
	1) ankylosis of the joint in good position (flexion 0-15 degrees)		10%
	2) ankylosis of the joint in bad position		20%
	3) mild contraction (mobility up to 90 degrees from the position of extension)	10%	
	4) contraction of moderate severity (mobility up to 60 degrees from the position of extension)	20%	
	5) severe contraction (mobility up to 30 degrees from the position of extension)	30%	
18.	Shin		
18.1.	Fracture of shaft of shin bones		
	1) fracture of fibula, tearing of bone fragments	5%	
	2) fracture of tibia, multiple fracture of fibula	10%	
	3) fracture of tibia and fibula, multiple fracture of tibia	15%	
18.2.	Pseudoarthrosis after shin bone fracture		
	1) on tibia	10%	
	2) on fibula and tibia	15%	
18.3.	Traumatic amputation of shin		
	1) at any height		45%
	2) exarticulation from knee joint		50%
	3) in case of the only limb		100%
19.	Ankle		
19.1.	Injury of ankle joint		
	1) fracture of one malleolus (rupture of tibiofibular syndesmosis)	5%	
	2) bimalleolar fracture, fracture of one malleolus and edge of tibia	10%	
	3) fracture of both malleoli and edge of tibia	15%	
	4) ankle injury needing fixation (fixation over three weeks)	2%	
19.2.	Consequences of ankle joint injury:		
	1) ankylosis in good position (plantar flexion 0 degrees, dorsal flexion up to 10 degrees)		15%
	2) ankylosis in bad position		25%
	3) contracture of ankle joint proper with movability of less than 15 degrees		10%
	4) exarticulation from ankle joint proper		40%
19.3.	Rupture of Achilles tendon	10%	
20.	Foot		
20.1.	Foot injuries		
	1) fracture of one bone (except calcaneus and ankle bone), dislocation (see item 22.3)	5%	
	2) Fracture of calcaneus, of ankle bone, of two or more metatarsal bones	10%	
20.2.	Consequences of foot injuries:		
	1) ankyloses in the distal ankle joint		10%
	2) amputation from all metatarsophalangeal joints		10%
	3) amputation at the height of metatarsal, tarsal bones		15%
	4) loss of foot either from Lisfranc or Chopart joint		25%
21.	Toes		
21.2.	Traumatic amputation		

	1) from nail phalanx of big toe		3%
	2) from proximal phalanx of big toe		5%
	3) loss of every II-V toe (removal from proximal phalanx)		2%
21.3.	Osteomyelitis as a complication of open fractures	10%	
22.	Other injuries		
22.1.	Traumatic, haemorrhagic shock, burn disease	10%	
22.2.	Random acute chemical poisoning, carbon monoxide poisoning, electrical traumas		
	1) with hospitalisation for 5-10 days	5%	
	2) with hospitalisation for 11-20 days	10%	
	3) with hospitalisation for more than 20 days	15%	
22.3.	Dislocations make up 50% of the percentage given in the table		

Table of reduced visual acuity

Addendum to item 2.10

Visual acuity before trauma	Visual acuity after trauma									
	0.7	0.6	0.5	0.4	0.3	0.2	0.1	Below 0.1	0.0	
1.0-0.8	3%	5%	10%	10%	15%	20%	25%	35%	50%	
0.7	-	3%	5%	10%	10%	15%	20%	30%	40%	
0.6	-	-	3%	5%	10%	10%	15%	20%	25%	
0.5	-	-	-	5%	5%	10%	10%	15%	20%	
0.4	-	-	-	-	5%	5%	10%	15%	20%	
0.3	-	-	-	-	-	5%	5%	10%	20%	
0.2	-	-	-	-	-	-	5%	10%	20%	
0.1	-	-	-	-	-	-	-	10%	20%	
Below 0.1	-	-	-	-	-	-	-	-	20%	