



GENERAL TERMS AND CONDITIONS FOR PERSONAL ACCIDENT INSURANCE

General provisions

Article 1

General Terms and Conditions of Personal Accident Insurance, hereinafter the Terms and Conditions, shall be the integral part of Contract on Personal Accident Insurance entered by and between the Policyholder and Dunav Insurance Company a.d.o. Belgrade.

The Terms and Conditions hereof shall regulate the rights and obligations between the Policyholder and the Insurer with regard to stipulated lines of insurance, in the event of:

- Accidental death,
- Permanent loss of general working capacity (disability),
- Temporary work incapacity (daily compensation),
- Health impairment involving medical assistance (medical expenses).

Other stipulated events shall be regulated under the Additional and Special Terms and Conditions.

Article 2

Particular expressions in the Terms and Conditions hereof shall mean:

- **The Insurer** – Dunav Insurance Company a.d.o. Belgrade
- **The Policyholder** – any individual or entity concluding an Accident Insurance Contract with the Insurer on his own behalf or on behalf of another person;
- **Application** – a written or oral declaration of will for conclusion of Accident Insurance Contract
- **Applicant** – an individual or entity declaring (either orally or in writing) his/her wish to conclude an Insurance Contract on his own behalf or on behalf of another person.
- **Insured** – an individual whose death, disability or health impairment triggers the payment of the sum insured, i.e. compensation;
- **Beneficiary** – a person to whom the Insurer pays sum insured, i.e. compensation, according to Insurance Contract.
- **Insurance Policy** – a written document (on a form prescribed by the Insurer) on a concluded Accident Insurance Contract.
- **Cover Note** – a written document as a temporary evidence of concluded insurance or renewal of a previously concluded insurance, which has to contain important elements of the Insurance Contract;
- **Certificate** – a written document on collected premium or on received insurance application;
- **Sum Insured** – the limit of Insurer's liability, stipulated in the Policy per each insured event;
- **Insurance Premium** - amount of money which the Policyholder is obliged to pay for the agreed insurance.
- **Insured Event** - any future, sudden event, independent of the will of the Insured, which results in accident or death of the Insured;

- **Family** – spouses and their children;
- **Household** – all persons living together and spending their income jointly regardless of kinship.

Conclusion of Contract

Article 3

The Insurance Contract shall be concluded based on a written or oral application that the Applicant submits to the Insurer.

The Insurer may require that the Applicant submits a written application on a special form.

Written application for conclusion of Insurance Contract shall be binding upon the Applicant for the period of eight days from the day the Insurer received the application, if the Applicant has not defined shorter period.

If, within the period referred to in the previous paragraph, the Insurer fails to reject the application that does not deviate from his contract conditions, he shall be deemed to have accepted the application and that the Insurance Contract has been concluded as of the date of application receipt.

Should the Insurer accept the insurance application only under altered contract conditions, the insurance shall be deemed concluded as of the date the Applicant accepted such altered conditions.

It shall be deemed that the Applicant waived the application if he fails to accept the altered contract conditions within eight days from the date he received registered notification from the Insurer.

The Insurance Contract shall be deemed concluded when the Policyholder and the Insured have signed the insurance Policy or cover note.

In the event that the contracting parties are not in the position to sign the Policy and/or following the proposal of the contracting parties, the insurance contractual relationship shall be triggered by the payment of the insurance premium itself.

In the case referred to under the foregoing paragraph, the Policyholder (Insured) shall be issued a policy (certificate) which is valid without a signature and seal of the contracting parties.

The Policy (certificate) shall include all the elements of insurance contractual relationship that produces legal effect as of the moment of payment of the insurance premium or the first instalment of the insurance premium (where the premium has been agreed in instalments), provided that the payment of the insurance premium or the first instalment has been effected within the period specified in the Policy (certificate).

Insurance without Policy

Article 3a

Insurance without Policy can be concluded with individuals by the actual payment of premium in the event of mass coverage of prospective insured, as well as when a large number of the Insured is covered against a number of risks (risks package).

Document on effected payment shall be the proof of concluded Insurance Contract.



The Insurance Contract shall be deemed concluded on the day of premium payment.

Insurance Contract form

Article 4

Personal Accident Insurance Contract and all Schedules thereto shall be concluded in written form only.

All applications shall be deemed duly submitted only if submitted within the period stipulated under the Terms and Conditions hereof. Such applications shall be deemed received when handed over at the post office.

Eligibility

Article 5

Eligible for insurance under the Terms and Conditions hereof are the persons from the full age of 14 to the full age of 75. Persons younger than 14 and older than 75 years of age can be insured only under the Special and Additional Terms and Conditions.

Persons suffering from reduced general working capacity due to a severe illness, severe body impairments or disabilities shall be eligible for insurance as abnormal risks in consideration of the corresponding increased premium.

Persons completely deprived of working capacity cannot be insured under the Terms and Conditions hereof, except when prescribed otherwise by law (Mandatory insurance of passengers in public transport).

Definition of accident

Article 6

For the purpose of the Terms and Conditions hereof, accident shall be deemed any sudden event, independent of the will of the Insured, which due to a generally external and sudden impact on the body of the Insured results in his/her death, total or partial disability, temporary work incapacity or health impairment involving medical assistance.

Pursuant to the previous paragraph, accident shall be deemed the events occurring due to:

1. running over,
2. collision,
3. impact by or into an object,
4. stroke of electric current or lightning,
5. fall, slip or tumbling down,
6. wounds caused by arms, explosive or any other objects,
7. prick by an object,
8. stroke or bite of an animal and sting by an insect, (except when such sting has caused any infectious disease),
9. food poisoning resulting in the death of the Insured,
10. infection of accidental injury,
11. poisoning due to inhaling gases or poisonous fumes (except for occupational diseases),
12. burns caused by fire, electricity, hot objects, liquids or steam, bases, acids and the like,
13. strangulation or drowning,
14. suffocation or suppression due to being buried by earth, sand and the like,
15. bodily movements or sudden strains caused by an unforeseen external event resulting in strain of muscles, dislocation, strain of synovial joints and fracture of healthy bones, if established in hospital or another medical institution immediately after the injury,
16. effects of light beams or sunlight, temperature or bad weather to which the Insured was exposed due to the

accident which occurred immediately before that or found himself/herself in such unexpected circumstances which he/she could not prevent, or to which he/she was exposed in the course of saving human lives,

17. sudden and unexpected effects of x-rays and radium rays (except in case of occupational diseases).

For the purpose of the Terms and Conditions hereof, accident shall not mean:

1. all infectious, occupational and other diseases, as well as consequences of mental effects;
2. laparocoele, umbilical hernia, hydrocele and other hernia, except for those occurring due to the direct injury to abdominal wall inflicted by the direct impact of an external mechanical force if, after the injury, traumatic hernia has been medically established and, in addition, injury of soft parts of abdominal wall has been established in that area,
3. infections or diseases due to various forms of allergy, cutting or tearing of blisters or other hard-skin growths,
4. anaphylactic shock, except if occurred during medical treatment after accident,
5. intervertebral hernia (hernie disci intervertebralis), all types of lumbalgia, discopathy, sacralgia, miofascitis, coccigodynia, sciatica, fibrositis and all changes in lumbar and sacral areas marked with analogous terms,
6. retinal detachment (ablatio retinae) of previously diseased or degeneratively changed eye, and retinal detachment of previously healthy eye will be exceptionally accepted if in a medical institution it was established that there were signs of direct external injury to eyeball,
7. consequences suffered by the Insured due to delirium tremens and effects of drugs,
8. as a consequence of medical treatments, in particular surgical operations undertaken for the purposes of treatment or prevention of illness, except if such consequences were a result of the proven medical error (vitium artis),
9. pathological changes in bones and pathological epiphysiolysis,
10. lupus neuromuscular diseases and endocrine diseases.

Insurance inception and duration

Article 7

Unless otherwise agreed, the insurance hereof shall commence at 24th hour of the day stated in the Policy as an insurance inception date and terminate at 24th hour of the day stated in the Policy as an insurance termination date.

If only insurance inception date is stipulated in the Policy, the insurance hereof shall be extended year after year until being cancelled by one of the insurance parties within the specified time limit.

Insurance termination

Article 8

Regardless of the existence and duration of the agreed insurance period, the insurance of each and every insured shall cease at 24th hour on the day:

1. of Insured's death or establishment of 100% disability
2. when the Insured becomes unfit for work;
3. the Insurance Contract is cancelled in terms of Article 21
4. of expiration of the insurance year during which the Insured turned seventy five;
5. of expiration of the time limit stated under Article 14 if the premium has not been paid by that time;



6. the Insurance Contract becomes null and void.

Inception and termination of Insurer's liability

Article 9

Insurer's liability shall commence at 24th hour of the day stated in the policy as an insurance inception date, but not before the 24th hour of the day the first premium has been paid, unless stipulated otherwise in the Policy or Additional Terms and Conditions.

If transfer or payment order are the agreed means of premium payment under the Policy, the liability of the Insurer shall commence at 24th hour of the day stated in the policy as an insurance inception date.

The Insurer's liability shall cease at 24th hour of the day stated in the Policy as an expiration date.

Scope of Insurer's liability

Article 10

Upon the occurrence of the insured event under the Terms and Conditions hereof, the Insurer shall pay the amounts specified in the Insurance Contract, namely:

1. the sum insured for death risk, if death of the Insured has occurred due to accident,
2. the sum insured in case of disability, if total disability of the Insured has occurred due to accident,
3. percent of the sum insured proportional to the percent of partial disability, if partial disability of the Insured has occurred due to accident.
4. daily compensation in terms of Article 18 of these Terms and Conditions if the Insured was temporarily unfit for work i.e. for performing his regular occupational activities;
5. reimbursement of medical expenses up to the agreed amount only, in terms of Article 18 of these Terms and Conditions, which the Insured has paid himself and which are not debited against health insurance plan, but have occurred as a result of accident.
6. other contractual obligations according to special provisions of the Terms and Conditions hereof.

Limit of Insurer's liability

Article 11

If it is not specially agreed and if the corresponding increased premium has not been paid, the stipulated sums insured shall be decreased in proportion to the premium which should have been paid and premium actually paid, in case of accident occurring:

1. when operating or flying on an airplane or other types of aircraft, except when the Insured is in the capacity of a passenger on public air transport;
2. in sport parachuting
3. in the course of training or participation of the Insured in any public sport competition in the capacity of a registered member of a sports organization in the following sports disciplines;
- football, ice hockey, jiu jitsu, judo, karate, boxing, skiing, rugby, wrestling, ski jumps, alpinism, speleological research, underwater fishing, car and motorcycle racing, motorcross racing, go carting
4. due to war events and armed conflicts in which the Insured finds himself/herself outside the borders of the Republic of Serbia, provided that he/she has not actively participated in the war i.e. armed conflicts,

5. for persons who are deemed as abnormal risks, having recovered from a severe illness or who were severely ill or suffered from an inborn or acquired defect or deficiency at the moment of the execution of the contract. Persons who have some defects, deficiencies or illnesses that have diminished their general earning capacity by over 50% are deemed as abnormal risks under the Special Terms and Conditions for Insurance of Aggravated Risks (abnormal risks).

Exclusion of Insurer's liability

Article 12

The Insurer shall not be liable if the accident occurred:

1. due to earthquake,
2. due to events directly caused by war, invasion of a foreign enemy, war activities and operations (whether war be declared or not), civil war, insurrection, rebellion or revolution,
3. when operating aircrafts of all types, vessels, motor and other vehicles without required license for operation of the said make and model of aircraft, vessel, motor or other vehicle.

These provisions shall not apply when the non-possession of such license was not relevant for the occurrence of accident.

The Insured shall be deemed to possess the required official driving license when, for the purpose of preparing for and taking the examination for the license, he/she operates the vehicle under the direct supervision of the authorized professional.

4. due to attempted or committed suicide of the Insured for any reason,
5. due to proven causal relation between the effects of psychoactive substances or alcohol intoxication on the Insured and occurrence of accident. The Insured – person operating a motor vehicle (driver) shall be deemed intoxicated if the corresponding blood sample analysis determines a blood alcohol content of above 0.20 mg/ml, or if the presence of alcohol is determined by corresponding means or devices for measuring degree of intoxication (alcoholmeter) and it corresponds to a blood alcohol content of above 0.20 mg/ml and above 1,00 mg/ml with other insureds.

By way of exception from the above, the following persons must not have psychoactive substances or alcohol in their blood or show any signs of disorder resulting from consumption of alcohol and/or psychoactive substances:

1. Driver of a motor vehicle registered for transport of more than 8 persons, in addition to the driver, and whose maximum allowed mass is above 3.500 kilos,
2. Driver of a motor vehicle for public transport of persons i.e. commodities,
3. Driver of a vehicle for transport of hazardous substances, i.e. performing special transports
4. Driver of vehicle of A1, A2, AM and A category,
5. Driving instructor, when conducting practical driver training.
6. Prospective driver during on-road instruction and when taking the practical driving test,
7. Driver with a provisional driving license,
8. Person supervising the driver with provisional driving license,
9. Practical driving test examiner,
10. Driver of a vehicle having the right of way and driver of an escorted vehicle.
6. due to accident intentionally caused by the Policyholder, Insured, or Beneficiary,
7. in the course of preparation, attempt or commitment of a premeditated crime and escape after the committed crime,



The Insurance Contract shall be null and void and the paid premium shall be returned to the Policyholder if the insured event had already occurred at the time when the Contract was executed or was in the course of occurrence or was certain to occur or if, at that moment, the possibility for the occurrence had already ceased to exist.

Payment of insurance premium

Article 13

Unless otherwise agreed, the Policyholder shall pay the full premium in advance, when concluding the insurance contract. If annual premium payment is agreed in instalments (semi-annual, quarterly or monthly), the Insurer shall be entitled to receive the premium for the entire insurance year. The premium shall be paid to the Insurer via post office or bank front desks.

If the premium is paid via post office, it shall be deemed paid at 24th hour of the date of payment in the post office, whereas if the premium is paid via bank, it shall be deemed paid at 24th hour on the day the payment order was submitted to the bank.

Consequences of non-payment of insurance premium

Article 14

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

If the insurance has terminated before the agreed expiry due to payment of sum insured in the event of death or total disability, the premium agreed for the whole current year of insurance shall belong to the Insurer.

In all other cases where the Insurance Contract has terminated before the agreed term, the Insurer shall be solely entitled to the premium till the end of the last day of the period of insurance.

The Insurer is entitled to charge to the Policyholder a corresponding default interest for every day of delay in paying the matured premium.

Change of risk during the insurance period

Article 15

The Policyholder, i.e. the Insured, shall report to the Insurer any change in jobs or work tasks he/she performs in the course of the insurance period.

If such change affects the change of risk, the Insurer shall propose, in the event of increase in risk, increase in premium whereas in the case of a decrease in risk he shall propose decrease in premium or increase of sums insured. The newly established sums insured and premiums shall be effective as of the day when change in the Insured's job or work tasks has occurred.

If the Policyholder neither reports the change of jobs and work tasks nor accepts the increase i.e. decrease in premium within fourteen days, and the insured events occurs, the sums insured shall be decreased or increased in proportion to the paid premium and the premium that should have been paid.

Notification of accident

Article 16

The Insured who was injured due to accident, shall be obliged to:

1. visit a doctor, as soon as reasonably possible, i.e. call a doctor for examination and necessary aid and immediately take all required measures for treatment purposes as well as to follow doctor's advice and instructions for treatment.
2. notify the Insurer of the accident, in writing, as soon as his/her medical conditions allow him/her to do so.
3. submit the notification of accident and provide the Insurer with all necessary information and details of the place and time of accident, full description of the event, name of the doctor who examined him/her or doctor who provided him/her with treatment, medical reports on the type of bodily injury, possible consequences and data on bodily impairments, disabilities and diseases (in accordance with Article 11 item 5 of the Terms and Conditions hereof) which the Insured might have had even before the accident.

If the accident resulted in death of the Insured, the insurance Beneficiary is obliged to inform the Insurer thereof in writing and obtain necessary documents.

Costs of medical examination, necessary medical documents and the specialist's report, together with other expenses incurred for the purpose of providing evidence of the accident and the rights under the Insurance Contract shall be borne by the applicant.

The Insurer shall be entitled to require additional explanations from the Insured, Policyholder, Beneficiary or any other entity or individual and, at its own expense, require from the Insured to undergo medical examination by the doctor appointed by the Insurer or refer the Insured to medical boards and corresponding medical institutions in order to establish the circumstances relevant for the basis and amount of liability which has arisen from the accident.

Definition of Rights of the Insurance Beneficiary

Article 17

If the accident results in the death of the Insured, the insurance Beneficiary shall submit evidence of insurance and of paid premium as well as evidence that the death occurred as a consequence of an accident. The Beneficiary who has not been explicitly specified in the Insurance Contract shall be obliged to submit, in addition to said documents, evidence of his/her right to receive the sum insured.

If accident resulted in disability, the Insured shall be obliged to submit: proof of insurance, proof of paid premium, evidence of the circumstances of accident, medical documents based on which the final percentage of permanent disability can be established.

The final percentage of permanent disability shall be established by the Insurer, according to the Table for Determining Permanent Loss of General Work Capacity (disability) as a Consequence of Accident (hereinafter: the Table). If any consequence or loss of organs is not specified in the Table, the percentage of disability shall be determined in accordance with a similar impairment specified in the Table.

Individual capacities, social status or occupation (professional competence) of the Insured shall not be taken into account when determining the percentage of disability.



For multiple injuries to particular limbs, the spine or organs, the total disability of a particular limb or organ shall be determined by taking the percentage specified in the Table as the biggest impairment, half of the percentage specified in the table for the second biggest impairment and onwards in this order (1/4, 1/8 etc.). The total percentage cannot exceed the percentage specified in the Disability Table for total loss of such limb or organ. The consequences of injury to fingers shall be summed up without applying the said principle.

In case of loss of more than one limb or organ due to accident, the percentage of disability of each respective limb or organ shall be added up. If the sum thus obtained exceeds 100%, the Insured shall be paid only up to the amount of the Sum Insured agreed for total disability.

If the general work capacity of the Insured had been permanently reduced before the accident, the liability of the Insurer shall be determined according to the new disability, aside from the previous disability, except in the following cases:

1. If the reported accident caused a one per cent increase of the previous percentage of disability established for consequences of the previous accident, the liability of the Insurer shall be determined according to the balance between the total percentage of disability and percentage of previous disability.
2. If, in the accident, the Insured loses or injures a previously injured limb or organ, the Insurer's liability shall be determined only in respect of the increased disability.
If the Insured, as a result of the accident, was temporarily incapable of work, he shall be obliged to submit a medical certificate from the doctor who treated him/her as proof thereof. Such certificate-report shall contain: medical findings together with complete diagnosis, accurate data as to time when the treatment began and till which date the Insured was incapable of performing his/her regular occupational tasks.

Payment of sum insured

Article 18

The Insurer is liable to pay to the Insured and/or Beneficiary the sum insured, i.e. corresponding percentage of the sum insured or the agreed daily benefit within 14 days from the date when the Insurer has established its liability and the amount thereof.

If the Insurer fails to effect payment within the prescribed term, the Beneficiary shall be entitled to a default interest in the amount prescribed pursuant to effective statutory provisions.

The Insurer shall be liable to pay the agreed sum insured i.e. benefit only if accident has occurred during the insurance period and if the consequences of accident which entail the Insurer's liability pursuant to Article 10 of the Terms hereof, have occurred within one year from the date of accident.

Percentage of disability shall be determined according to the Table, after the completed treatment, at the time when the condition of the Insured has become stable with respect to the suffered injuries and consequences thereof i.e. when, according to the doctor's prognosis the Insured's condition cannot be expected to either improve or deteriorate. If such stable condition does not occur after the expiry of three years from the date of accident, the condition existing at the time of expiry of this period shall be considered final and the percentage of disability shall be determined in accordance therewith.

If the establishment of the amount of Insurer's liability requires a particular period of time, the Insurer shall be liable to, at the request of the Insured, pay the amount which corresponds to the

percentage of disability which, according to medical documents, is irrefutably established as permanent.

The Insurer shall not effect advance payment before its liability in respect of the circumstances of the accident has been established.

If, prior to expiry of one year from the date of an accident, the Insured dies from consequences thereof and if the final disability percentage has already been established, the Insurer shall pay the amount agreed for death risk i.e. the balance, if any, between the sum insured for death risk and the amount which has already been paid for disability.

If the disability percentage has not been established and the Insured dies due to the same accident, the Insurer shall pay the sum insured for death risk, i.e. only the balance between such sum and the indisputable portion (advance payment) that might have been already paid, providing that the Insured died within three years of the day of accident.

If the death of the Insured occurs before the percentage of disability is determined, and within 3 years after the accident, for any reason except for the reason referred to in the previous paragraph, the amount of Insurer's liability on the grounds of disability shall be determined based on the existing medical documents.

If the accident results in the Insured's temporary working incapacity for which the Insurance Contract stipulates the payment of daily compensation, the Insurer shall pay to the Insured such daily compensation to the amount stipulated as of the day stated in the Policy; if such date is not stated, the compensation shall be paid to the amount stipulated as of the first day following the inception date of medical treatment or treatment in health care institution, up to the last day of temporary working incapacity, that is, the day of death or determined disability, however for 200 days maximum.

If temporary working incapacity is prolonged for any medical reasons, the Insurer shall be liable to pay daily compensation only during sick-leave exclusively caused by accident, but for 200 days maximum. The entitlement to daily allowance shall end on the day of commencement of full-time or part-time work.

If the accident results in impaired health of the Insured that requires medical assistance, and if the compensation for medical expenses is stipulated, the Insurer shall pay to the Insured, regardless of any other consequences and upon the presented evidence, the compensation of all actual and necessary medical expenses incurred maximum within one year as of the date of accident, and maximum up to the stipulated amount.

Medical expenses referred to in the previous paragraph shall also include the purchase of artificial limbs, teeth replacement as well as the purchase of other aids, if necessary and according to the doctor's assessment. The Insurer shall not be liable to reimburse medical expenses if the Insured is entitled to free medical treatment in health care institutions, that is, the Insurer shall be liable to compensate that part of expenses that is borne by the Insured.

If accident results in death or disability, the Insurer shall pay to the Insurance Beneficiary, that is the Insured, the corresponding amount of the sum insured in case of death, that is, disability, regardless of the already paid daily compensation for temporary working incapacity and reimbursement of medical expenses.

In cases when it is defined in the Disability Table that permanent disability shall not be assessed until the expiry of the anticipated time interval, the Insurer shall pay the sum insured, that is, the corresponding amount of the sum insured, valorised by the



percent that shall be determined by the decision of the Insurer's relevant authority.

Valorisation shall cover the period from the moment of occurrence up to the moment when, according to the Disability Table, it is possible to evaluate permanent disability for the actual injury.

Determining the Insurance Beneficiary

Article 19

The Beneficiary in the event of Insured's death shall be defined in the Policy.

If not stipulated or not otherwise stipulated in the Policy or Special Provisions of the Terms and Conditions hereof, Beneficiaries in case of Insured's death shall be the following:

1. Insured's children and spouse, in equal portions, and if children are no longer alive, then their descendants by right of representation,
2. Should there be neither children nor their descendants, spouse shall be entitled to one half while parents to the other half,
3. Should there be no spouse, only parents,
4. Should there be no persons referred to in the previous items, other heirs by law according to the Court decision.

Spouse shall be considered the person who was married to the Insured at the time of his/her death, that is, the person who proves to have been in permanent common-law marriage with the Insured.

In the event of disability, temporary working incapacity and medical expenses, the Beneficiary shall be the Insured.

When the insurance Beneficiary is an underage person, the sum insured and the compensation shall be paid to his/her parents i.e. his/her legal guardian, and the Insurer shall have the right to request from these persons to previously acquire the authorizations for receiving the corresponding amount of the sum insured, that is, the compensation.

Accumulation of compensation and sum insured

Article 20

The Insurer shall not be, on any grounds, entitled to receive any compensation from the third party responsible for the occurrence. This right shall be reserved for the Insured, that is, the Beneficiary, regardless of his/her entitlement to the sum insured.

Cancellation of insurance contract

Article 21

On the due date of premium payment, each contracting party may cancel the Insurance Agreement with an indefinite term, by notifying thereof the other party in writing. Notice of cancellation shall be given no later than three months before the premium due date.

If the Insurance is contracted for the period of more than five years, each party may, upon the expiry of the said period and with six-month cancellation period, notify the other party of the agreement cancellation in writing.

Jurisdiction in the event of a dispute

Article 22

(1) Any matters of dispute which may arise from the Insurance Contract shall be resolved amicably.

(2) In the event of a dispute which may arise from the insurance contract, the same shall be referred to the local jurisdiction of the court in which the Insurance Contract has been concluded.

Statute of limitations

Article 23

Outstandings under the Accident Insurance Contract shall become statute-barred according to the Law of Contracts and Torts.

Final provisions

Article 24

The Insurer shall warn the Policyholder that the Terms and Conditions hereof constitute an integral part of the Insurance Contract and shall provide him/her with the wording of the aforementioned Terms and Conditions as well as with the wording of additional and special Terms and Conditions according to which the specific insurance shall be concluded.

The integral part of the Terms and Conditions hereof shall be the Disability Table for determining the percentage of permanent loss of work capacity (disability) of the Insured as a consequence of an accident.

Application of regulations

Article 25

All the matters that have not been regulated under the Terms and Conditions hereof shall be governed by the relevant provisions of the Law on Contracts and Torts and other valid regulations of the Republic of Serbia.

This issue of the Insurance Terms and Conditions shall apply as of 25th March 2020.



**TABLE
FOR DETERMINING THE PERCENTAGE OF PERMANENT LOSS OF GENERAL WORK CAPACITY (DISABILITY) AS A
CONSEQUENCE OF ACCIDENT**

INTRODUCTORY NOTES

1. Pursuant to the Article 24 of the General Terms and Conditions for Accident Insurance this Table for determining the percentage of permanent loss of general work capacity (hereinafter: Disability Table) is integral part of the General Terms and Conditions and of each and every Accident Insurance Contract entered into by and between the Policyholder and Dunav Insurance Company a.d.o.
2. For amputations and items of the Table providing otherwise, in case of loss of the general work capacity, the final disability of the limbs and the back shall be established 3 months upon completion of the whole treatment at the earliest.
Pseudoarthrosis and chronic fistulous osteomyelitis should be assessed after final surgery and physical treatment. If the treatment is not completed within 3 years of the date of injury, then the condition at the expiry of this term shall be considered final and the percentage of disability shall be established according to it.
3. For multiple injuries of particular limbs, the spine or organs the overall disability of a specific limb, the spine or an organ, shall be established by taking the full percentage specified in the Table for the most severe consequence of disability, half of the percentage specified in the Table for the second severest impairment and onwards in this order 1/4, 1/8 etc. The total percentage cannot exceed the percentage specified in the Disability Table for total loss of such limb or organ.
The consequences of injury to fingers shall be added up without applying the said principle and in compliance with the special conditions in the Table.
Comparative measuring by arthrometer is compulsory.
4. In accident insurance, only the percentage specified in the Disability Table hereof shall apply to loss of general work capacity.
5. Disability evaluation of various consequences to one joint of upper or lower limbs shall not be added, and disability shall be established according to the item with the bigger percentage, except the knee, where principle under item 3 applies, but the selected percentages for individual impairments cannot exceed 30% of disability in total.
When applying specific items of the Disability Table for one consequence, the item with the biggest percentage shall be applied for same organs or limbs, i.e. it shall not be allowed to apply two items to the same functional damage i.e. consequence.
6. In case of loss of several limbs or organs as a consequence of one accident, the percentages of disability for each limb or organ shall be added but they shall not exceed 100%.
7. If the general work capacity of the Insured was permanently decreased before the accident, the Insurer's liability shall be established according to the new disability, aside from the previous disability, except in the following cases:
 - a) If the reported accident caused increase in the previous disability, the Insurer's liability shall be established according to the balance between the total percentage of disability and the previous percentage;
 - b) If, in the accident, the Insurer loses or injures any of the previously injured limbs or organs, the Insurer's liability shall be established solely in respect of the increased disability only.
8. Subjective medical problems in terms of decreased motor muscular strength, pains and swellings of injured area shall not be taken into consideration in establishing the percentage of loss of the general work capacity.
Individual abilities, social status or occupation (occupational capacity) of the Insured shall not be taken into account in establishing the percentage of disability.



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| 1. Diffuse brain damage with established clinical picture of decortication i.e. decerebration: | |
| - Inveterate hemiplegia with aphasia and agnosia; | |
| - Dementia (Korsakoff's disease); | |
| - Bilateral Parkinson's disease with extreme rigor; | |
| - Complete hemiplegia, paraplegia, tripelegia, tetraplegia; | |
| - Epilepsy with dementia and psychic deterioration; | |
| - Psychosis caused by organic brain injury | 100% |
| 2. Brain damage with established clinical picture: | |
| - Hemiparesis with extreme spasticity; | |
| - Extrapyramidal symptomatology (inability to coordinate movements or presence of rough involuntary movements); | |
| - Pseudobulbar paralysis with uncontrolled cry or laughter; | |
| - Damage to the cerebellum with extensive disorder in the equilibrium and movement coordination | 90% |
| 3. Pseudobulbar syndrome | 80% |
| 4. Epilepsy with frequent fits and changes in character, recorded in the hospital's records after hospital treatment and corresponding examinations | 70% |
| 5. Focal brain damage with recorded consequential psycho organic syndrome , with psychiatrist's and psychologist's report after hospital treatment and corresponding examinations: | |
| a) To a small degree | 40% |
| b) To a medium degree | 50% |
| c) To a considerable degree | 60% |
| 6. Hemiparesis or dysphasia: | |
| a) To a small degree up to | 30% |
| b) To a medium degree | 40% |
| c) To a considerable degree | 50% |
| 7. Damage to cerebellum with adiadohokineses and asynergy | 40% |
| 8. Epilepsy with rare seizures: | |
| a) No seizures with regular medicaments | 20% |
| b) Rare seizures with medicaments | 30% |
| 9. Contusional brain injuries: | |
| a) Postcontusional syndrome with objective neurological finding after brain contusion established in the hospital | 20% |
| b) operated intracerebral hematoma with no neurological prolapse | 20% |
| 10. Condition after skull arch trepanation and/or, fracture of the skull base, skull arch verified by X-ray | 10% |
| 11. Postcommotion syndrome after brain concussion established in the hospital or out-patient department without an objective neurological finding with original medical documentation received within 24 hours following the injury. | 5% |
| 12. Loss of hair: | |
| a) One third of the root area | 5% |
| b) Half of the root area | 15% |
| c) Whole root area | 30% |

SPECIAL CONDITIONS

1. Brain concussions which are not established in the hospital or in an out-patient department within 24 hours following the injury shall not be recognized as disability.
2. All forms of epilepsy must be established in a hospital using advanced diagnostic methods.
3. The percentages of disability for different consequences of brain injury resulting from one accident shall not be added up but the percentages shall be determined only on the basis of the item which is the most favorable for the Insured.
4. Permanent disability for all cases falling under item 1 to 11 shall be determined ten months after injury at the earliest.

II

EYES

- | | |
|---------------------------------------|-------|
| 13. Total loss of vision in both eyes | 100% |
| 14. Total loss of vision in one eye | 33% |
| 15. Diminution of vision in one eye: | |
| - for each one-tenth of diminution | 3,30% |



16.	If diminution of vision in the other eye exceeds three-tenths, the percentage for each tenth of diminution of vision in the injured eye shall be	6,60%
17.	Diplopia as permanent and irreparable consequence of eye injury:	
	a) External opthalmoplegia	10%
	b) Total opthalmoplegia	20%
18.	Loss of eye lens:	
	a) Aphakia unilateral	20%
	b) Aphakia bilateral	30%
19.	Partial damage of retina and vitreous body:	
	a) Partial visual field defect („slip“) as a consequence of post-traumatic retinal detachment	5%
	b) Opacitates corporis vitrei as a consequence of traumatic bleeding in the vitreous body of the eye	5%
20.	Mydriasis as a consequence of direct eye trauma	5%
21.	Incomplete inner opthalmoplegia	10%
22.	Injuries of the lacrimal apparatus and eyelids:	
	a) Epiphora	5%
	b) Entropium, ectropium	5%
	c) Eyelid ptosis	5%
23.	Concentric diminution of the visual field in the remaining eye:	
	a) Up to 60 degree	10%
	b) Up to 40 degree	30%
	c) Up to 20 degree	50%
	d) Up to 5 degree	60%
24.	Unilateral concentric diminution of the visual field:	
	a) Up to 50 degrees	5%
	b) Up to 30 degrees	15%
	c) Up to 5 degrees	30%
25.	Homonymous hemianopsia	30%

SPECIAL CONDITIONS

1. Disability following retinal detachment shall be determined according to items 15, 16 or 19.
2. Eyeball injury that resulted in retinal detachment must be clinically diagnosed.
3. Assessment of eye damage shall be made upon completion of treatment except for item 17 and 21 where the term cannot be shorter than one year after injury.

III

EARS

26.	Total deafness in both ears with regular caloric vestibular reaction	40%
27.	Total deafness in both ears with extinguished caloric vestibular reaction	60%
28.	Weakened vestibular organ with normal hearing	5%
29.	Total deafness in one ear with regular caloric vestibular Reaction	15%
30.	Total deafness in one ear with extinguished caloric vestibular reaction of the respective ear	20%
31.	Bilateral bradycoia with regular caloric vestibular reaction-bilateral: total loss of hearing as per Fowler-Sabine:	
	a) 20 - 30%	5%
	b) 31 - 60%	10%
	c) 61 - 85%	20%
32.	Bilateral bradycoia with extinguished caloric vestibular reaction: total hearing loss according to Fonjler-Sabine:	
	a) 20 - 30%	10%
	b) 31 - 60 %	20%
	c) 61 - 85%	30%
33.	Unilateral heavy bradycoia with regular caloric vestibular reaction: loss of hearing ranging from 9-95 decibels	10%
34.	Unilateral heavy bradycoia with extinguished caloric vestibular reaction: loss of hearing ranging from 90-95 decibels	2,5%
35.	Auricle injuries:	
	a) Partial loss or partial deformation	5%
	b) Total loss or total deformation	10%



SPECIAL CONDITIONS

Disability in respect to all cases listed in the section hereof shall be established upon completion of treatment but not earlier than 6 months following the injury, except for item 35 which shall be assessed upon completion of treatment.

IV

FACE

- 36. Facial scars and disfigurements together with functional disorders and/or posttraumatic deformations of facial bones:
 - a) To a low degree 5%
 - b) To a medium degree 10%
 - c) To a high degree 25%

SPECIAL CONDITIONS

Disability shall not be established for cosmetic and aesthetic facial scars.

- 37. Limited opening of the mouth:
 - a) Distance between the upper and lower teeth – up to 4 cm 5%
 - b) Distance between the upper and lower teeth – up to 3 cm 15%
 - c) Distance between the upper and lower teeth – up to 1, 5 cm 30%
- 38. Defects of jaw bones, tongue or palate together with functional disorders:
 - a) To a low degree 10%
 - b) To a medium degree 20%
 - c) To a high degree 30%

SPECIAL CONDITIONS

Disability in respect of cases under item 36, 37, and 38 shall be established upon completion of treatment but not earlier than 6 months after injury.

- 39. Loss of permanent teeth:
 - Up to 16 for each tooth 1%
 - From 17 or more, for each tooth 1,5%
- 40. Paresis of the facial nerve following fracture of temporal bone or injury of the respective parotid area:
 - a) To a low degree 5%
 - b) To a medium degree 10%
 - c) To a high degree with contracture or habit spasm of mimic musculature 20%
 - d) Facial nerve paralysis 30%

SPECIAL CONDITIONS

Disability under item 40 shall be determined upon completion of treatment, but not earlier than one year after the injury.

V

NOSE

- 41. Nose injuries:
 - a) partial loss of nose up to 15%
 - b) loss of entire nose 30%
- 42. Anosmia resulting from the verified fracture of the upper inner part of the nose skeleton 5%
- 43. Change of the form of the nose pyramid:
 - a) to a small degree up to 5%
 - b) to a medium degree 10%
 - c) to a large degree 15%
- 44. Heavy breathing due to nose septum fracture which is established clinically and by X-ray immediately after the injury 5%

VI

TRACHEA AND GULLET

- 45. Trachea injuries:
 - a) condition after tracheotomy on vital indications after injuries 5%



46.	b) trachea stenosis after injury of larynx and upper part of the trachea	10%
	Stenosis of trachea due to which cannula must be inserted permanently	60%
47.	Permanent organic hoarseness due to the injury of:	
	a) light intensity	5%
	b) heavy intensity	15%
48.	Narrowing of the gullet:	
	a) to a small degree	10%
	b) to a medium degree	20%
	c) to a large degree	30%
49.	Total narrowing of the gullet with permanent gastrostoma	80%

VII

RIB CAGE

50.	Rib injuries:	
	a) fracture of two ribs if healed with displacement or sternum fracture healed with displacement without decrease of the lungs ventilation of the restrictive type	5%
	b) fracture of three or more ribs healed with displacement without decrease of the lungs ventilation of the restrictive type up to	10%
51.	Condition after thoracotomy up to	10%
52.	Impairment of lungs function of the restrictive type due to fracture of ribs, penetrating injuries of the rib cage, post-traumatic adhesions, hemothorax and pneumothorax:	
	a) to a small degree vital capacity decreased by 20-30%	15%
	b) to a medium degree vital capacity decreased by 31-50% up to	30%
	c) to a large degree vital capacity decreased by 51% or more up to	50%
53.	Fistula after empyema	15%
54.	Chronic lung abscess	20%

SPECIAL CONDITIONS

1. Lungs capacity is established by the repeated spirometry, and if necessary by the thorough pulmonary treatment and ergometry.
 2. If conditions from items 50, 51, 53 and 54 are followed by the lungs function disorder of the restrictive type, then they are not assessed according to the stated items, but according to the item 52.
 3. According to the items 52, 53, 54 disability is assessed after the treatment is completed, but one year from the date of injury at the earliest.
 4. For fracture of one rib disability is not established.
- | | | |
|-----|---|-----|
| 55. | Loss of one breast: | |
| | a) up to 50 years of age | 10% |
| | b) over 50 years of age | 5% |
| | c) severe breast injury up to 50 years of age | 5% |
| 56. | Loss of both breasts: | |
| | a) up to 50 years of age | 30% |
| | b) over 50 years of age | 15% |
| | c) severe injury to both breasts up to 50 years of age | 10% |
| 57. | Consequences of penetrating injuries of heart and large rib cage blood vessels: | |
| | a) heart with normal electrocardiogram | 30% |
| | b) with changed electrocardiogram as per degree of change up to | 60% |
| | c) blood vessels | 15% |
| | c) aneurysm of aorta with implant | 40% |

VIII

SKIN

58.	Deeper scars on the body after burns or injuries with no motility disturbances, and extending to:	
	a) up to 10% of the body area up to	5%
	b) up to 20% of the body area up to	10%
	c) over 20% of the body area	15%
59.	Deep scars on the body after burns or injuries, and extending to:	
	a) up to 10% of the body area up to	10%
	b) up to 20% of the body area up to	20%
	c) over 20% of the body area	30%

**SPECIAL CONDITIONS**

1. Cases from items 58 and 59 are calculated by applying the rule of nine (scheme is at the end of the table).
2. Deeper scar appears after intermedial burn (II B degree) and/or injury with smaller skin defect.
3. Deep scar appears after deep burn (III degree) or subcutaneous dermis (IV degree) and/or larger skin area.
4. For the consequences of the epidermal burn (I degree) and cuticle burn (II A degree) disability is not to be established.
5. Functional disorders caused by burns or injuries from item 59 are also estimated according to the respective items from the Table.

IX**ABDOMINAL ORGANS**

60.	Traumatic hernia verified in hospital immediately after the injury, if at the same time the injury of soft parts of the abdominal wall was verified in the same area.	5%
61.	Diaphragm injuries:	
	a) condition after bursting of the diaphragm in hospital immediately after the injury, verified and surgically treated	20%
	b) diaphragmal hernia-relapse after surgically treated diaphragmal traumatic hernia	30%
62.	Post-operative hernia after laparotomy performed due to injury:	
	a) to a small degree	10%
	b) to a large degree	20%
63.	Operative scar or scars for exploratory laparotomy	5%
64.	Injury of the bowels and/or liver, spleen and gastric:	
	a) with stitching	15%
	b) injury of the bowels and/or liver with resection	20%
	c) injury of the liver with resection	30%
65.	Loss of spleen (splenectomy):	
	a) up to 20 years of age	25%
	b) over 20 years of age	15%
66.	Pancreas injury according to functional damage up to	20%
67.	Anus praeternaturalis - permanent	50%
68.	Sterkoral fistula	30%
69.	Permanent incontinentio alvi:	
	a) partial	30%
	b) total	60%

X**URINARY ORGANS**

70.	Loss of one kidney with normal function of the other	30%
71.	Loss of one kidney with damage to the function of the other:	
	a) to a small degree up to 30% of the function damage	40%
	b) to a medium degree up to 50% of the function damage	55%
	c) to a large degree over 50% of the function damage up to	80%
72.	Functional damages of one kidney:	
	a) to a small degree up to 30% of the function damage	10%
	b) to a medium degree up to 50% of the function damage	15%
	c) to a large degree over 50% of the function damage	20%
73.	Functional damages of both kidneys:	
	a) to a small degree up to 30% of the function damage up to	30%
	b) to a medium degree up to 50% of the function damage	45%
	c) to a large degree over 50% of the function damage	60%
74.	Urine releasing disorder due to injury of urethra graded according to Charrier:	
	a) to a small degree below 18 CH	10%
	b) to a medium degree below 14 CH	20%
	c) to a large degree below 6 CH	35%
75.	Injury of the urinary bladder with decreased capacity, for each 1/3 of capacity decrease	10%
76.	Total incontinence of urine:	
	a) in men	40%
	b) in women	50%
77.	Urinary fistula:	
	a) urethral	20%
	b) perineal and vaginal	30%

XI**GENITAL ORGANS**

78.	Loss of one testicle up to 60 years of age	15%
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79.	Loss of one testicle over 60 years of age	5%
80.	Loss of both testicles up to 60 years of age	50%
81.	Loss of both testicles over 60 years of age	30%
82.	Loss of penis up to 60 years of age	50%
83.	Loss of penis over 60 years of age	30%
84.	Deformation of penis with disabled cohabitation up to 60 years of age	50%
85.	Deformation of penis with disabled cohabitation over 60 years of age	30%
86.	Loss of uterus and ovaries up to 55 years of age:	
	a) Loss of uterus	30%
	b) For loss of one ovary	10%
	c) For loss of both ovaries	30%
87.	Loss of uterus and ovaries over 55 years of age:	
	a) Loss of uterus	10%
	b) For loss of each ovary	5%
88.	Damages of vulva and vagina disabling cohabitation up to 60 years of age	50%
89.	Damages of vulva and vagina disabling cohabitation over 60 years of age	15%

XII**SPINAL COLUMN**

90.	Spinal column injury with permanent impairment of spinal cord or peripheral nerves (tetraplegia, paraplegia, triplegia), with loss of control over defecation and urination	100%
91.	Spinal cord injury with total paralysis of lower limbs without disturbing defecation and urination	80%
92.	Spine injury with permanent impairment of the spinal cord or peripheral nerves (tetraparesis, tripareisis) with no loss of control over defecation and urination, verified by EMG	
	a) to a small degree up to	40%
	b) to a medium degree	50%
	c) to a large degree	60%
93.	Spinal cord injury with paresis of lower limbs, verified by EMG:	
	a) to a small degree up to	30%
	b) to a medium degree	40%
	c) to a large degree	50%

SPECIAL CONDITIONS

Impairments falling under items 90 and 91 should be assessed upon determination of irreparable neurological laesia, and for the items 92 and 93, assessment should be carried out after completed treatment, but 2 years after the date of injury at the earliest.

94.	Decreased spine mobility resulting from the fracture of at least two vertebrae with spinal curve change (kyphosis, hump, scoliosis):	
	a) to a small degree up to	20%
	b) to a medium degree	30%
	c) to a large degree	40%
95.	Decreased spine mobility after the injury of the neck area:	
	a) to a small degree up to	10%
	b) to a medium degree	20%
	c) to a large degree	30%
96.	Decreased spine mobility after the injury of the osseous part of the thoracal area:	
	a) to a small degree	5%
	b) to a medium degree	10%
	c) to a large degree	15%
97.	Decreased spine mobility after injury of the osseous part of lumbar area:	
	a) to a small degree up to	15%
	b) to a medium degree	25%
	c) to a large degree	35%
98.	Serial fracture of 3 or more spinal vertebrae	5%
99.	Serial fracture of 3 or more transversal vertebrae up to	10%

SPECIAL CONDITIONS

Hernia disci intervertebralis, all types of lumbago, discopathy, spondilosis, spondilolisthesis, spondilolysis, sacralgia, miofascitis, coccygodynia, ischialgia, fibrositis, fascitis and all pathoanatomic deviations of the lumbar-sacrum region marked by analogous terms are not covered by insurance.

**XIII****PELVIS**

100. Multi-fracture of pelvis with severe deformation or denivelation of sacroiliac joints or symphysis	30%
101. Symphiseolysis with horizontal and/or vertical dislocation:	
a) 1 cm large	10%
b) 2 cm large	15%
c) over 2 cm large	25%
102. Treated fracture and dislocation of one tubular bone	10%
103. Treated fracture and dislocation of both tubular bones	15%
104. Treated fracture and dislocation of pubic or ischium	10%
105. Fracture and dislocation of two bones: pubic, ischium or pelvis and ischium	15%
106. Treated fracture and dislocation of sacrum bone	10%
107. Coccyx:	
a) treated fracture and dislocation of coccyx or broken fragment surgically removed	5%
b) surgically removed coccyx	10%

SPECIAL CONDITIONS

Disability is not established for fracture of pelvis bones healed without dislocation and objective functional obstructions.

XIV**ARMS**

108. Loss of both arms or hands	100%
109. Loss of arm at the shoulder (exarticulation)	70%
110. Loss of arm at the upper arm region	65%
111. Loss of arm at the forearm region, elbow function preserved	60%
112. Loss of hand	55%
113. Loss of all digits:	
a) of both hands	90%
b) of one hand	45%
114. Loss of thumb	20%
115. Loss of index finger	12%
116. Loss of middle, ring and fifth finger:	
a) middle	9%
b) ring or fifth finger, per each finger	6%
117. Loss of metacarpal bone of the thumb	6%
118. Loss of metacarpal bone of the index finger	4%
119. Loss of metacarpal bone of middle, ring and fifth finger, per each bone	3%

SPECIAL CONDITIONS

1. For the loss of one thumb joint, one half, and for the loss of one joint of other digits one third of disability set for the relevant digit is determined.
2. Partial loss of phalanx is assessed as a total loss of joint.
3. For the loss of finger cushion 1/2 of disability set for the loss of joint is determined.

XV**UPPER ARM**

120. Total stiffness of shoulder joint in a functionally unfavorable position (Abduction)	35%
121. Total stiffness of shoulder joint in a functionally favorable position (Abduction)	25%
122. Reduced ability to move shoulder joint, compared to a healthy arm:	
a) to a small degree, reduced ability to move joint up to 1/3	10%
b) to a medium degree, reduced ability to move joint up to 2/3	15%
c) to a large degree, reduced ability to move joint over 2/3	20%
123. Post-traumatic recidivating dislocation of shoulder joint, verified to occur often	10%
124. Looseness of shoulder joint with bone defect of joint particle	30%
125. Clavicle:	
a) asymmetrically healed fracture of clavicle	5%
b) pseudoarthrosis of clavicle	10%



126.	Partial dislocation (subluxation) of acromio-clavicular or sterno-clavicular joint	5%
127.	Total dislocation of acromio-clavicular or sterno-clavicular joint	10%
128.	Endoprosthesis of shoulder joint	30%
129.	Pseudoarthrosis of humerus	30%
130.	Chronic osteomyelitis of bones of upper limbs with fistula	10%
131.	Paralysis of accessorius nerve	15%
132.	Paralysis of brachial plexus	60%
133.	Partial paralysis of brachial plexus (Erb atrophy – upper part or Klumpke's paralysis – lower part)	35%
134.	Paralysis of axillar nerve	15%
135.	Paralysis of radial nerve	30%
136.	Paralysis of medianus nerve	35%
137.	Paralysis of ulna nerve	30%
138.	Paralysis of two nerves of one arm	50%
139.	Paralysis of three nerves of one arm	60%

SPECIAL CONDITIONS

1. Paresis of nerves is determined at most up to 2/3 of disability set for paralysis of relative nerve.
2. For cases under items 131 and 139, disability is determined after the completed medical treatment, two years after the injury at the soonest, with obligatory verification by EMG not older than 3 months.

XVI**FOREARM**

140.	Total stiffness of elbow joint in a functionally favorable position from 100 to 140 degrees	20%
141.	Total stiffness of elbow joint in a functionally unfavorable position	30%
142.	Reduced ability to move elbow joint, compared with a healthy arm:	
	a) to a small degree, reduced ability to move the elbow joint up to 1/3	10%
	b) to a medium degree, reduced ability to move the elbow joint up to 2/3	15%
	c) to a large degree, reduced ability to move the elbow joint over 2/3	20%
143.	Loose elbow joint – oscillation of moves in the transversal direction:	
	a) to a small degree, up to 10 degrees deviation	10%
	b) to a medium degree, up to 20 degrees deviation	15%
	c) to a large degree, over 20 degrees deviation	25%
144.	Endoprosthesis of the elbow	25%
145.	Pseudoarthrosis of both radius bones	30%
146.	Pseudoarthrosis of radius	15%
147.	Pseudoarthrosis of ulna	15%
148.	Ankylosis of forearm in supination	25%
149.	Ankylosis of forearm in mid position	15%
150.	Ankylosis of forearm in pronation	20%
151.	Reduced rotation of forearm (pro-supination) compared with a healthy arm:	
	a) to a small degree, reduced ability to move the joint up to 1/3	5%
	b) to a medium degree, reduced ability to move the joint up to 2/3	10%
	c) to a large degree, reduced ability to move the joint over 2/3	15%
152.	Ankylosis of wrist:	
	a) in extension	15%
	b) in the base of the forearm	20%
	c) in flexion	30%
153.	Reduced ability to move wrist, compared with a healthy arm:	
	a) to a small degree, reduced ability to move the wrist up to 1/3	10%
	b) to a medium degree, reduced ability to move the wrist up to 2/3	15%
	c) to a large degree, reduced ability to move the wrist over 2/3	20%
154.	Endoprosthesis of boat-shaped and/or os lunatum (lunate bone)	20%
155.	Endoprosthesis of wrist	25%

SPECIAL CONDITIONS

Pseudoarthrosis of boat-shaped or half-lunate bone is assessed according to the item 153.

XVII**DIGITS**

156.	Total stiffness of all digits on one hand	40%
157.	Total stiffness of the whole thumb	15%
158.	Total stiffness of the whole index	9%



159.	Total stiffness of the middle, ring and fifth finger:	
	a) of the whole middle finger	6%
	b) of the ring and fifth finger, per finger	4%

SPECIAL TERMS AND CONDITIONS

- For total stiffness of one thumb joint, one half and for total stiffness of one joint of other digits, one third of disability set for the loss of such digits is determined.
- The sum of percentages for the stiffness of single joints of one digit cannot overpass the percentage determined for total stiffness of such digit.

160.	Reduced mobility of thumb following the properly healed fracture of the base of the I metacarpal bone (Bennett)	5%
161.	Improperly healed Bennett's thumb fracture	10%
162.	Fracture of metacarpal bones:	
	a) improperly healed fracture of I metacarpal bone	4%
	b) for other metacarpal bones II, III, IV and V, per each bone	3%
163.	Reduced mobility of thumb distal or basal joint:	
	a) to a small degree	3%
	b) to a large degree	6%
164.	Reduced mobility of single joints of index finger:	
	a) to a small degree – per each joint	2%
	b) to a large degree – per each joint	3%
165.	Reduced mobility of single joints of:	
	A) Middle finger:	
	a) to a small degree per each joint	1,5%
	b) to a large degree per each joint	2,5%
	B) Ring and fifth finger:	
	a) to a small degree per each joint	1%
	b) to a large degree per each joint	2%

SPECIAL TERMS AND CONDITIONS

- Total disability per Articles 163, 164 and 165 shall not exceed disability for total stiffness of such finger.
- The small degree shall be understood to mean the mobility decreased by one half of the normal mobility, and the large degree shall be understood to mean the mobility reduced by over one half of the normal mobility.

XVIII**LEGS**

166.	Loss of both upper legs	100%
167.	Exarticulation of the leg at the hip joint	70%
168.	Loss of upper leg in the upper third, the stump not suitable for prosthesis	60%
169.	Loss of upper leg below the upper third	50%
170.	Loss of both lower legs, stumps suitable for prosthesis	80%
171.	Loss of lower leg, stump below 6 cm	45%
172.	Loss of lower leg, stump over 6 cm	40%
173.	Loss of both feet	80%
174.	Loss of a foot	35%
175.	Loss of foot at the Chopart joint line	35%
176.	Loss of foot at the Lisfranc joint line	30%
177.	Transmetatarsal amputation	25%
178.	Loss of the first or the fifth metatarsal bone	5%
179.	Loss of the second, third and fourth metatarsal bone, per each	3%
180.	Loss of all digits on one foot	20%
181.	Loss of foot thumb:	
	a) loss of the distal interphalangeal joint	5%
	b) loss of the whole thumb	10%
182.	Loss of the whole II-V foot digit, per digit	2,5%
183.	Partial loss of II-V foot digit, per digit	1%

SPECIAL TERMS AND CONDITIONS

Stiffness of interphalangeal joints of I-V digits in the outstretched position or reduced mobility thereof shall not represent disability.

184.	Total stiffness of the hip in a functionally favorable position	30%
185.	Total stiffness of the hip in a functionally unfavorable position	40%
186.	Total stiffness of both hips	70%
187.	Unreduced old traumatic hip dislocation	40%
188.	Pseudoarthrosis of femoral neck with shortening	45%



189.	Deforming post-traumatic hip arthrosis following the fracture, with reduced mobility of the hip with RTG verification – compared to a healthy hip:	
	a) to a small degree, moves in the joint reduced by up to 1/3, up to	15%
	b) to a medium degree, moves in the joint reduced by up to 2/3	25%
	c) to a large degree, moves in the joint reduced by over 2/3	35%
190.	Endoprosthesis of the hip	30%
191.	Reduced mobility of the hip compared to a healthy hip:	
	a) to a small degree, moves in the joint reduced by up to 1/3, up to	10%
	b) to a medium degree, moves in the joint reduced by over 2/3	15%
	c) to a large degree, moves in the joint reduced by over	25%
192.	Pseudoarthrosis of the femur	40%
193.	Improperly healed fracture of femur with angulation of:	
	a) 10 to 20 degrees, up to	10%
	b) over 20 degrees	15%
194.	Chronic osteomyelitis of lower limbs with fistula	10%
195.	Large and deep scars in the upper leg or lower leg muscles, and traumatic herniae of upper and lower leg muscles, without disorder of function joint, up to	10%
196.	Circulatory changes following the damage of big blood vessels of lower limbs:	
	a) lower leg, up to	10%
	b) upper leg, up to	20%
197.	Shortening of leg due to fracture:	
	a) 2 - 4 cm up to	10%
	b) 4,1 - 6 cm	15%
	c) over 6 cm	20%
198.	Stiffness of the knee:	
	a) in a functionally favorable position (up to 10 degrees of flexion)	25%
	b) in a functionally unfavorable position	35%
199.	Deforming arthrosis of the knee following the injury of joint bodies with reduced mobility, with x-ray verification – compared to a healthy knee:	
	a) to a small degree, moves in the joint reduced by up to 1/3, up to	15%
	b) to a medium degree, moves in the joint reduced by up to 2/3	20%
	c) to a large degree, moves in the joint reduced by over 2/3	30%
200.	Reduced mobility of knee joint, compared to a healthy knee:	
	a) to a small degree, moves in the joint reduced by up to 1/3, up to	10%
	b) to a medium degree, moves in the joint reduced by up to 2/3	15%
	c) to a large degree, moves in the joint reduced by over 2/3	20%
201.	Knee flexion reduced by less than 15 degrees	5%
202.	Looseness of knee following the injury of capsule and ligament apparatus, compared to a healthy knee:	
	a) looseness in one direction, up to	10%
	b) looseness in both directions	15%
	c) constant wear of orthopedic apparatus	30%
203.	Endoprosthesis of the knee	30%
204.	Damage to meniscus with recidivating disturbances or condition after surgical removal of meniscus	5%
205.	Loose joint bodies due to injury	5%
206.	Functional disturbances after removal of patella:	
	a) partial removal of patella	5%
	b) total removal of patella	15%
207.	Pseudoarthrosis of patella	10%
208.	Recidivating traumatic synovitis of the knee and/or traumatic chondromalacia of Patella	10%
209.	Pseudoarthrosis of tibia:	
	a) with no bone defect	20%
	b) with bone defect	30%
210.	Improperly healed fracture of lower leg with valgus, varus or recurvatum deformity, compared to a healthy lower leg:	
	a) from 5-15 degrees, up to	10%
	b) over 15 degrees	15%
211.	Ankylosis of ankle joint in a functionally favorable position (5-10 degrees of plantar flexia)	20%
212.	Ankylosis of ankle joint in a functionally unfavorable position	25%
213.	Reduced mobility of ankle joint compared to a healthy ankle joint:	
	a) to a small degree, moves in the joint reduced by up to 1/3, up to	10%
	b) to a medium degree, moves in the joint reduced by up to 2/3	15%
	c) to a large degree, moves in the joint reduced by over 2/3	20%
214.	Reduced mobility of ankle joint in one direction for less than 10 degrees, or reduced mobility of subtalar joint compared to a healthy side	5%
215.	Endoprosthesis of ankle joint	25%



216.	Traumatic widening of malleolar fork compared to a healthy foot, up to	15%
217.	Foot deformation: pes excavatus, pes planovalgus, pes varus, pes equinus:	
	a) to a small degree, up to	10%
	b) to a large degree	20%
218.	Calcaneus deformity following the compression fracture, up to	20%
219.	Talus deformity following the fracture with deforming arthrosis, up to	20%
220.	Isolated bone fracture of tarsus without larger deformation	5%
221.	Deformation of one metatarsal bone following the fracture, per each – but total sum not exceeding 10%	3%
222.	Large deformation of metatarsus following the fracture of metatarsal bones, up to	10%
223.	Total stiffness of foot thumb distal phalangeal joint	2,5%
224.	Total stiffness of foot thumb proximal interphalangeal joint	5%
225.	Stiffness of proximal interphalangeal joint of II-V digit, per each digit	1%
226.	Deformity or ankylosis of II-V foot digits in a bent position (digitus flexus), per each digit	1,5%
227.	Large scars on the heel or sole following the defect of soft parts:	
	a) up to ½ of the sole area, up to	10%
	b) over ½ of the sole area, up to	20%
228.	Paralysis of the ischiatic nerve	40%
229.	Paralysis of femoral nerve	30%
230.	Paralysis of tibial nerve	25%
231.	Paralysis of peroneal nerve	25%
232.	Paralysis of gluteal nerve	10%

SPECIAL TERMS AND CONDITIONS

1. For paresis of foot nerves, maximum up to 2/3 of percentage set for paralyses of such nerve is determined.
2. For cases under 228-232 above, disability is determined following the completion of treatment but 2 years after the injury at the earliest, with the EMG verification, not older than 3 months.

RULE OF NINES:

-	NECK AND HEAD	9%
-	ONE ARM	9%
-	ANTERIOIR SIDE OF THE BODY	2 x 9%
-	POSTERIOR SIDE OF THE BODY	2 x 9%
-	ONE LEG	2 x 9%
-	PERINEUM AND GENITALS	1%

This issue of the Insurance Terms and Conditions shall apply as of 25th March 2020.