



## TERMS AND CONDITIONS FOR TRAVEL INSURANCE PACKAGE

### I. GENERAL PROVISIONS

#### Article 1

(1) The Terms and Conditions for Travel Insurance Package (hereinafter: "Terms and Conditions") are an integral part of the Travel Insurance Package Agreement (hereinafter: "Agreement") entered into by and between the Policyholder and/or Insured and Dunav Insurance Company j.s.c. (hereinafter: "Insurer").

(2) For the purpose of the Terms and Conditions hereof, the following terms shall mean:

**Policyholder:** an individual or entity who pays the insurance premium and expresses an interest to enter into the Insurance Agreement with the Insurer;

**Insured:** an individual specified in the Insurance Agreement or a Schedule thereto, for whom the insurance premium has been paid and who is entitled, under the signed Insurance Agreement, to a particular services and reimbursement of expenses in case of occurrence of the insured event;

**Beneficiary:** a person to whom the Insurer pays the sum insured, i.e. indemnity, according to the Insurance Agreement;

**Sum Insured:** Insurer's limit of liability per person insured for the stipulated insurance period;

**Insurance Policy:** document evidencing the concluded Insurance Agreement;

**Certificate of Insurance:** confirmation of the concluded Insurance Agreement under which the Insured exercises his/her insurance rights;

**Insurance Premium:** amount of money payable by the Policyholder under the Insurance Agreement;

**Assistance Company:** contractual partner of the Insurer who represents the interests of the Insurer abroad and provides assistance services upon the occurrence of the insured event;

**Assistance:** set of activities undertaken for the provision of professional assistance to the Insured upon the occurrence of the insured event;

**Indemnity:** amount which represents the obligation of the Insurer upon the occurrence of the insured event;

**Deductible** – part of a loss which is borne by the Insured himself under the Insurance Agreement;

**Repatriation:** transportation of the Insured to the country of residence in the course of medical treatment, where such Insured is capable for transportation, according to the doctor's opinion and/or transportation of the Insured's mortal remains to the country of residence;

**Emergency:** serious sudden illness or injury which, without urgent medical assistance, threatens the life of the Insured i.e. may lead to a permanent or considerable impairment of the Insured's health;

**Urgent Medical Assistance:** immediate medical assistance provided to the Insured in case of a medical emergency;

**Chronic Illness:** any illness that persists longer than six months with occasional episodes of improvement and deterioration of medical condition;

**Tourist Travel:** a combination of two or more tourism services (transport, accommodation and other tourist services) covering a period of more than 24 hours or shorter, provided it includes an overnight, as well as a multi-day stay which includes only the accommodation in particular terms and over particular periods;

**Sudden Illness:** sudden and unexpected illness diagnosed by an authorized doctor and/or infectious disease or functional disorder occurring abroad, after the inception of the insurance period, irrespective of a pre-existing medical condition and not in consequence thereof, which is of such nature that it requires urgent medical assistance;

**Authorized Doctor:** any person possessing a diploma of a recognized medical faculty, and/or a licence and authorization to practice medicine according to the effective legal regulations of the country where immediate medical assistance was provided;

**Personal Baggage:** baggage which covers the hand and checked baggage;

**Hand Baggage** – baggage which the Insured carries with him/her during the trip abroad;

**Checked baggage** – baggage checked by the Insured with the transport company when starting the trip abroad for the purpose of placing it in the baggage compartment of the means of transportation which the Insured collects at the destination;

**Family insurance:** family insurance can be concluded with one Policy covering the entire family of 3 to 9 insured persons, where at least one person is 19 years of age

and older and/or at least one person is less than 19 years old. All the persons insured under the family insurance policy are covered for the same interest, i.e. they travel together to the same place, for the same period of time and contract the identical coverage;

**Group insurance:** coverage provided to ten or more insured persons;**Subject matter of insurance**

#### Article 2

(1) Under the Terms and Conditions hereof, the Insurer undertakes to provide for the standard insurance cover for tourist and business trips abroad not longer than the unbroken period of 90 days, with optional additional covers to be concluded by the Policyholder and/or Insured in accordance with the provisions of the Terms and Conditions hereof.

(2) Standard insurance cover includes:

- travel health insurance, including the services of travel and legal assistance and cash loan,

- accident insurance and

- civil liability insurance

(3) Additional covers include:

- insurance in case of cancelling the tourist trip (hereinafter: "Trip Cancellation Insurance") and

- baggage insurance.

(4) The Insured shall separately stipulate the additional covers, according to his/her own choice and need, and shall pay the additional insurance premium thereon. The additional covers can be stipulated only in addition to the agreed standard insurance cover.

#### Insured

#### Article 3

(1) Under the Terms and Conditions hereof, the Insured may be the person who is:

- the citizen of the Republic of Serbia,

- a foreign national, and/or a stateless person, provided such person is a resident i.e. holds the permission to temporarily or permanently reside in the Republic of Serbia.

(2) In case the Insured is a foreign national, such Insured cannot claim rights under the concluded Insurance Agreement arising from the standard insurance cover and additional cover for baggage (referred to in Article 2, Paragraph (2) and Paragraph (3) of the Terms and Conditions hereof) either on the territory of the Republic of Serbia or his/her country of residence or the country where such Insured undergoes the adequate health care treatment.

(3) For the purpose of the Terms and Conditions hereof, age at entry of the Insured shall mean the age determined at the date of beginning of the trip specified in the insurance agreement.

(4) If the Insurance agreement covers more than one person, each person shall have the capacity of the Insured if, for such person, the insurance premium has been paid and if he/she is specified in the Insurance Agreement or the Schedule of insured persons thereto which forms an integral part of the Insurance Agreement.

(5) The Insurance Policy/Certificate of Insurance shall be non-assignable and used with the valid travel document or with a document which, under the Decision of the Government of the Republic of Serbia, has been determined to replace the travel document for a trip to a particular country.

#### Conclusion of Agreement

#### Article 4

(1) The Agreement shall be deemed concluded when the Policyholder and/or the Insured on the one hand and the Insurer, on the other hand, sign the Insurance Policy, i.e. when the Insurance Policy has been issued and provided the insurance premium has been paid.

(2) The Insurance Agreement may be concluded by the sole payment of the premium, in which case the contractual relationship is proven by the Certificate of Insurance.

(3) The Agreement must be signed prior to the commencement of the travel abroad.

(4) Trip cancellation insurance shall be stipulated simultaneously with, and only exceptionally not later than three days following the conclusion of the travel contract. In



the event that the trip cancellation insurance is not stipulated within the said period and insurance premium is not paid, the Insurer shall not be liable to pay indemnity.

- 5) The contracts concluded after the commencement of the travel shall be null and void.
- 6) The insurance hereof may be concluded as personal, group or family.

#### **Insurance period**

##### **Article 5**

- (1) The contract of insurance shall be concluded for a definite period not exceeding one year.
- (2) The insurance hereof shall commence at 00:00 hours on the date specified in the Insurance Agreement as the insurance inception date, provided the insurance premium is paid prior to such date, and shall expire at 24:00 hours on the date specified in the Insurance Agreement as the insurance expiry date.
- (3) The liability of the Insurer shall attach only in the period of the insurance coverage and shall commence at the time when the Insured crosses the state border of the Republic of Serbia on exit and terminate at the time when the Insured crosses the state border of the Republic of Serbia on entry and/or fulfils the condition referred to in Article 3, Paragraph 2 of the Terms and Conditions hereof as a foreign national, except in case of trip cancellation insurance.
- (4) The Insurer's liability under the additional insurance cover against trip cancellation shall commence at 24:00 hours on the date indicated in the Insurance Agreement as the date of signing the Agreement and shall terminate at the moment when the tourist trip begins.
- (5) In the event that a sudden illness or injury requires a medical treatment in a foreign country after the Insurance Agreement has expired and the transportation to the home country is not possible due to the medical condition of the Insured, the liability of the Insurer exclusively for the reimbursement of the medical expenses shall extend to the subsequent four weeks beyond the date of expiry specified in the Insurance Agreement, provided that the Insured has acted in accordance with the article 13, Paragraph (4) item 6 of the Terms and Conditions hereof.

#### **Extension of the period of cover**

##### **Article 6**

- (1) If, during the Insured's stay in a foreign country, there is a need to extend the period of the agreed insurance cover, the Policyholder or Insured may forward a written request to the Insurer for the extension of standard insurance cover. The extension of insurance shall not be possible for the additional covers against trip cancellation and for baggage insurance.
- (2) Extension of the period of insurance is possible under the Insurer's Terms and Conditions and Premium Tariff valid as of the date of signing the insurance period extension. Under the extended insurance cover, it shall not be possible to change the territorial scope of insurance, sum insured, the level of cover and inclusion of sports risk.
- (3) The written request for extension of the period of cover must be submitted prior to the expiry of the valid agreed travel insurance package and must include the number of valid Insurance Policy/Certificate of Insurance, basic identification data and the period for which the insurance is extended.
- (4) The period of cover may be extended more than once, in such a way that the trip with extensions covered by insurance may not exceed the unbroken period of 90 days.
- (5) The insurance in the extended period shall cover only the losses incurred in the period of cover specified in the new Insurance Policy/Certificate of Insurance.
- (6) Where an event insured against under the current Insurance Policy/Certificate of Insurance was claimed or paid after the submission of the request for the extension of the period of cover, the Insurer shall reserve the right not to extend the period of the Insurance Agreement.
- (7) The liability of the Insurer shall be excluded where the extended stay in a foreign country is against the regulations of the country of stay.

#### **Territorial scope**

##### **Article 7**

- (1) The Insurance Agreement shall apply for the insured persons throughout the travel and stay beyond the borders of the Republic of Serbia and shall be valid on the territories of all countries specified in the Insurance Agreement and on the territories of all countries of transit up to the final destination, save in the event of exclusion referred to in the Article 3 Paragraph (2) of the Terms and Conditions hereof.
- (2) Territorial coverage defined under Paragraph (1) of the Article hereof shall apply to standard cover and the additional cover – baggage insurance, excluding trip cancellation insurance which shall be valid only on the territory of the Republic of Serbia.

#### **Insurance premium**

#### **Article 8**

- (1) The insurance premium denominated in Euros shall be paid in Dinar equivalent according to the official mean exchange rate of the National Bank of Serbia as of the date of conclusion of the Insurance Agreement.
- (2) The Policyholder and/or the Insured shall pay full amount of premium prior to the inception date of the insurance period.

## **II. STANDARD INSURANCE COVERS**

### **1. TRAVEL HEALTH INSURANCE**

#### **Insurance cover and insured event**

##### **Article 9**

- (1) Travel Health Insurance may be concluded with different agreed level of coverage: standard or extended coverage (VIP). The agreed level of coverage shall be specified in the Insurance Agreement.
- (2) Standard cover under travel health insurance shall include:
  1. urgent medical assistance,
  2. necessary aid/assistance services in connection with the arrangement of Insured's medical treatment,
  3. transport to the medical institution or country of residence
  4. arrangement of travel and legal assistance
  5. arrangement for the provision of cash loan.
- (3) Extended insurance coverage (VIP) includes the standard cover and additional covers in accordance with Article 11, Paragraph (1) Item 2, sub-items 2.4, 2.5. and 2.6. and the arrangement as per Article 11, Paragraph (1) Item 3 sub-items 3.5, 3.6., and 3.7. of the Terms and Conditions hereof.
- (4) For the stipulated extension of coverage (VIP), the Policyholder and/or the Insured shall pay increased insurance premium
- (5) Within the level of insurance coverage agreed at the conclusion of the Insurance Agreement in consideration of additional premium payment, the Policyholder and/or the Insured may, in accordance with the purpose of his stay and proposal of the Insurer, take out the insurance coverage for insured events of injury or illness caused by sports risk and/or amateur or recreational pursuit of ski sport (skiing and snowboarding) and other sports as well as participation in sports trainings and competitions, excluding hazardous sports pursuant to Article 12, Paragraph (1) item 11) of the Terms and Conditions hereof. When concluding the Insurance Agreement, the Policyholder and/or the Insured may contract the exclusion from the cover for events insured against sudden injuries or illnesses as a consequence of pandemics. When concluding the Insurance Agreement, the Policyholder and/or the Insured may contract the exclusion from the cover for events insured against sudden injuries or illnesses as a consequence of pandemics.
- (6) Under the stipulated insurance coverage, the insured event shall be an urgent and medically justifiable assistance provided to the Insured in a foreign country in order to avoid a life-threatening condition for the Insured and/or permanent or severe impairment of his/her health due to an unexpected illness or injury (emergency), the expenses of which shall become due for payment.
- (7) The illness or injury referred to in the paragraph (6) of the Article hereof must be diagnosed by an authorized doctor as a sudden and unexpected illness, infectious disease, functional disorder or injury which occurred for the first time in a foreign country during the agreed insurance period and for which urgent medical assistance is medically justifiable.
- (8) In the event that the illness or injury occurred before the inception of the Insurance Agreement and the treatment thereof continued after the inception of the insurance coverage, the Insurer shall not be obliged to bear the expenses incurred for such treatment, unless the medical assistance required in a foreign country includes the unforeseen emergency life saving measures or measures taken exclusively for alleviating the acute pain referred to under the Article 12, Paragraph 2 of the Terms and Conditions hereof.

#### **Sum insured**

##### **Article 10**

- (1) The agreed sum insured specified in the Insurance Agreement shall be the upper limit of the Insurer's liability per any one insured person for the agreed insurance period.
- (2) Individual sublimits for stipulated level of coverage are comprised in the agreed sum insured and shall not increase the maximum liability of the Insurer determined by the agreed sum insured specified in the concluded Insurance Agreement.
- (3) Individual sublimits for the agreed level of coverage, defined by the Terms and Conditions hereof in the section relating to Travel Health Insurance, may be increased by 100% if the Policyholder/Insured stipulates the increase of sum insured by 100% and pays the corresponding increased insurance premium when concluding the Insurance Agreement.

#### **Liabilities of the Insurer**



**Article 11**

(1) For the agreed level of coverage, the Insurer shall:

1. Reimburse the expenses of emergency medical assistance i.e. necessary emergency medical treatment of the Insured which cannot be delayed until the return of the Insured to the country of residence, in order to avoid a life-threatening condition for the Insured and/or permanent or severe deterioration or impairment of his/her health or death, as follows:

- 1.1. out-patient medical treatment,
- 1.2. purchase of medicines prescribed by doctor, normally administered in the country of residence for every particular or similar illness or injury,
- 1.3. purchase of medical supplies necessary for treatment of illnesses or injuries,
- 1.4. procurement of temporary orthopedic aids prescribed by the doctor, which are necessary part of limb injury treatment,
- 1.5. implementation of diagnostic procedures required and carried out in emergency treatments resulting from the occurrence of the insured event, prescribed by the authorized doctor.
- 1.6. medical treatment in the nearest appropriate hospital,
- 1.7. medical treatment in a specialized clinic, if necessary,
- 1.8. emergency medical treatments of critical medical cases (including surgeries and related costs),
- 1.9. dental treatment which shall not exceed EUR 150, but only in order to prevent the pain and for necessary functional repairs of prosthetic aids.
- 1.10. one medical check-up by authorized doctor who performed the first curative medical inspection, except where the checkup is not possible to be performed by the same doctor.

Hospital treatment, for which the Insurer shall reimburse the incurred expenses, shall last up to the time when the authorized doctor has assessed that the Insured is capable of being transported to the country of residence, and no longer than four weeks after the expiry date indicated in the Insurance Agreement, provided that the Insured acts in accordance with the Article 13 paragraph (4) item 6 of the Terms and Conditions hereof.

2. With regard to the transportation expenses, the Insurer shall reimburse the following:

- 2.1. expenses of the necessary medical transport of the Insured to the health care institution for treatment regulated under the Paragraph 1, Item 1 of the Article hereof, provided the necessary prior approval of the Assistance Company, from the moment when the health condition of the Insured became such as to require the treatment, as a consequence of the insured occurrence;
- 2.2. repatriation expenses - expenses for the medical transport of the sick or injured Insured to the country of residence, the expenses of the medical escort and, if necessary, one person escort and/or economically acceptable accommodation costs of the Insured incurred prior to the repatriation, if it is not possible to organize the repatriation at that very moment, provided that the approval has been obtained from the health institution treating the Insured and from the Insurer and maximum to EUR 5,000 for the total expenses incurred for the transportation, escort and accommodation of the Insured prior to the repatriation, but only if, due to the occurrence of the insured event, the Insured is unable to return to the country of residence in a planned manner,
- 2.3. transportation expenses of mortal remains of the Insured to the country of residence - repatriation or funeral expenses incurred in the place of death, maximum to EUR 5,000 (the insurance hereof shall not cover the funeral expenses in the place of residence of the Insured). The Insurer shall not pay for such expenses if the death of the Insured resulted from an event excluded from the liability scope of the Insurer in accordance with the Article 12 of the Terms and Conditions hereof;
- 2.4. transportation expenses of minor children up to 15 years of age and of one adult escort to the place of residence, maximum to EUR 1,500, only in case when the Insured, due to the occurrence of the insured event, is unable to attend to his/her children,
- 2.5. transportation expenses incurred for one person visit equal to the price of economic class ticket and accommodation expenses up to EUR 75 per day, maximum three days, only if the Insured due to the occurrence of the insured event, must be hospitalized for not less than 10 days prior to the transportation to the country of residence and only upon approval obtained from the Insurer.
- 2.6. expenses of medications delivery maximum EUR 100, only if the medical treatment of the Insured requires the medications which cannot be obtained on the territory of occurrence of the insured event, provided these medications are sold in the Republic of Serbia and if their administration is allowed on the territory of the insured occurrence and if they have been prescribed by the authorized doctor.

Expenses referred to in the sub-items 2.4, 2.5 and 2.6 of the Article hereof shall be subject to additional contracting in consideration of payment of additional premium.

3. For assistance, the Insurer shall reimburse the expenses of:

- 3.1. call to the Call Centre 24 hours a day;
- 3.2. arrangement of necessary emergency medical assistance;
- 3.3. arrangement of necessary (urgent) transport of the Insured to the health care institution;
- 3.4. arrangement of the Insured's transport to the country of residence, if necessary, and provided the consent of the Insurer;
- 3.5. arrangement of the transport of children up to 15 years of age and one adult escort to the place of residence when the Insured, due to the occurrence, cannot attend to his/her children;
- 3.6. arrangement of transport of one person for the purposes of visiting the Insured who, due to illness, has to be hospitalized for at least 10 days prior to the transport to the country of residence, after having obtained the consent of the Insurer;
- 3.7. arrangement of delivery of medications necessary for the medical treatment of the Insured solely in connection with the occurrence, according to the sub-item 2.6 of the Article hereof;
- 3.8. arrangement of transportation of the Insured's mortal remains to the country of residence;
- 3.9. urgent messaging (if, for justifiable reasons, there is a need for the Insured to, at any time during the day, from 00.00 to 24.00 hours, send or receive through the Assistance Company, free of charge, the urgent message in connection with the occurrence).

The arrangement referred to in the sub-items 3.5, 3.6 and 3.7 of the Article hereof shall be covered provided the agreement of the extended coverage and in consideration of payment of the additional premium.

4. Provide for the arrangement of travel and legal assistance which the Insured shall use through the Assistance Company, as follows:

- 4.1. translation services, but the translation costs shall be borne by the Insured,
- 4.2. provision of information and referral of the Insured to the representatives of local authorities, embassies and consulates,
- 4.3. administrative assistance by provision of necessary information with regard to the procedures that need to be conducted with local competent authorities in connection with the loss or theft of personal and travel documents,
- 4.4. provision of information on address and phone number of towing service or car repair shop situated in the vicinity of the Insured's current place of stay if the insured's means of transport, while travelling abroad, breaks down or sustains a total loss due to an accident. The expenses of towing service or vehicle repair shall be borne by the Insured himself,
- 4.5. legal assistance by referral to the lawyer, when the Insured is in need of legal protection during his/her stay in a foreign country, but any liability for the result of the legal procedure is excluded. The lawyer's fees as well as all other expenses of the court procedure, shall be borne by the Insured,
- 4.6. provision to the Insured via Assistance Company, prior to the commencement of travel, all information on travel, visa regime, customs regulations, exchange rates and other information regarding the Insured's travel destination.

5. Arrange the provision of cash loan:

- 5.1. The Assistance Company shall render the services of urgent provision of cash loans solely for the coverage of necessary expenses of accommodation, transport and food in the event that personal documents, payment and credit cards, travel documents or securities of the Insured have been stolen, destroyed or damaged during the travel beyond the Insured's country of residence.
- 5.2. The Assistance Company shall provide the cash loan referred to in sub-item 5.1. in the event of the following occurrences: burglary and robbery, fire, natural disaster (earthquake, flood, avalanche, storm) and traffic accident with participation of the means of transport of the Insured.
- 5.3. Maximum loan amount which may be granted only once per insured person during the agreed insurance period shall be 5% of the agreed sum insured for travel health insurance.
- 5.4. For payment of the loan as per this Article, the Insured shall prove the existence and/or occurrence of the insured risks by submitting to the Assistance Company and the Insurer a police report and other appropriate written evidence obtained from the competent authority.
- 5.5. Assistance Company shall provide the service of cash loan only if the Policyholder and/or Insured or the person designated and authorized by the Insured has deposited the amount of required loan in Dinar equivalent according to the instruction of the Assistance Company.



5.6. If the Insured or any third party fails to return these funds to the Assistance Company within 15 (fifteen) days from the date of providing the loan, the Assistance Company shall have the right to recover the cash loan from the made deposit.

(2) The Insurer shall be obliged to arrange medical assistance which the Insured shall receive via the Assistance Company with the exclusion of Insurer's and/or Assistance Company's liability for the consequences of provided medical rehabilitation or treatment.

(3) Assistance Company shall provide the Insured with all necessary information in connection with emergency medical assistance such as names, addresses and telephone numbers of doctors, hospitals, dentists, pharmacies and outpatient clinics situated in the vicinity of Insured's current place of stay abroad and shall advise the Insured of the steps to be taken, however not including the giving of diagnosis and any form of therapy whatsoever.

#### **Exclusion of Insurer's liability**

##### **Article 12**

(1) The liability of the Insurer shall be excluded for:

- 1) Chronic, recurrent sicknesses existing at the moment of conclusion and/or inception of the insurance,
- 2) Illness and/or injury occurred or treated in the six-month period preceding the inception of insurance,
- 3) Any treatment (or medication) known to have been necessary or with continuing need for application during the travel or stay in a foreign country,
- 4) Expenses exceeding the standard level of expenses for a similar or comparable medical care (according to the opinion of the Assistance Company professional team) in the place where the expenses have been incurred,
- 5) Expenses of any surgical or medical treatment of any kind of sicknesses or injuries, which, according to the opinion of the authorized doctor, is not defined as medical emergency and is safe to be postponed until the return to the country of residence,
- 6) Injuries, sicknesses or death as a consequence of epidemic, war, internal unrests, riots, terrorism and the like,
- 7) Injuries, sicknesses or death as a consequence of catastrophes and natural disasters,
- 8) Any deterioration of medical condition caused by ionizing radiation (nuclear radiation),
- 9) Sunburns caused by excessive sun exposure for persons above 15 years of age (excluding allergies to sun)
- 10) Measures and services provided in case of consequences of suicide, attempted suicide or intentional self-injury,
- 11) Sport risks of professional, amateur or recreational pursuit of hazardous (extreme) sports such as: hunting, go-kart racing, acrobatic stunts, street board, roller skating acrobatics, buggy rides, diving, rock climbing, handling of pyrotechnics, fireworks, ammunition and explosives, ski jumps, bobsledding, freestyle skiing, car and motorcycle races, hang-gliding, sky-diving, paragliding, bungee jumping, rafting, inline skating, ice hockey, water skiing, sailing, water scooter rides and similar high risk sports, which include speed, height, high degree of physical strain, specialized equipment, acrobatics and the like,
- 12) Injuries and sicknesses occurred due to perpetration of or involvement in criminal act,
- 13) Proved causal connection between the effect of psychoactive substances alcohol or narcotics on the Insured and accident occurrence. It is deemed that the accident occurred due to proved casual connection of the alcohol effect on the Insured if:
  - at the moment of accident occurrence, the presence of alcohol in the Insured's blood exceeded 1,00 mg/mol
  - the Insured operated the motor vehicle with the presence of alcohol in blood exceeding the allowed quantities according to the valid regulations of the Republic of Serbia effective as at the time of occurrence of the accident;
  - the alcotest reveals the state of intoxication, and the Insured does not endeavor to have precisely determined the degree of intoxication, by taking a blood test;
  - the Insured refuses or avoids the possibility to determine the degree of intoxication.
- 14) Injury or illness occurred due to voluntary exposure to hazards (save in the case of saving someone's life - however, not for participation in search parties),
- 15) Removal of physical handicaps and anomalies (cosmetic and aesthetic treatments),
- 16) Medical researches or treatments not related to the insured occurrence,
- 17) Experimental medical methods or methods used for researches not recognized by the Health Scheme of the Republic of Serbia,
- 18) Expenses incurred in relation to vacation or recuperation in a specialized hospital for medical rehabilitation, i.e. sanatorium or similar institutions,
- 19) Psychoanalysis or psychotherapy treatment,

20) Expenses in connection with pregnancy and childbirth, save in the case of serious complications threatening the life of a mother or a child, provided that the 30th week of pregnancy is not completed,

- 21) Medical check-up in the course of pregnancy and willful termination of pregnancy without medical reasons
  - 22) Artificial insemination or infertility treatment or contraception expenses,
  - 23) Sex change surgery,
  - 24) Rehabilitation and physical therapy or expenses for prosthetic aids,
  - 25) Dental services of definitive dental treatment, orthopedics of jaw, except in the case of accident, orthodontics, parodontal treatment, scaling, treatment of a nerve root, replacement of a tooth, making of denture and bridges (repairs or repairs), save the necessary dental assistance for elimination of acute pain and necessary functional repair of prosthetic aids up to the limit stipulated in the Article 11 Paragraph (1) Item 1. Sub-item 1.9 of the Terms and Conditions hereof,
  - 26) Illnesses or injuries occurred during sports or other competitions, unless loading has been agreed and paid for sports hazard associated with amateur and recreational pursuit of sport,
  - 27) Illnesses or injuries as a consequence of participation in a fight (except in cases of self-defense),
  - 28) All medical services which are not prescribed i.e. performed by the authorized doctor,
  - 29) Treatment of the Insured by his spouse, parents or child or any other person other than the authorized doctor appointed by the Assistance Company,
  - 30) Accommodation in a single room or private room in the hospital, except when the medical team deems it necessary,
  - 31) All costs incurred by refusal of the Insured to comply with the date, type and method of transportation to the country of residence and other instructions supplied by the Insurer and Assistance Company after consulting the authorized doctor/medical institution treating the Insured in the country of insured occurrence,
  - 32) Procurement, repair and use of glasses, contact lenses and prosthetic aids of any kind,
  - 33) Costs of vaccination, procurement of medications and orthopedic aids not prescribed by the authorized doctor, procurement of medications which are not in connection with the insured occurrence,
  - 34) In case the Insured, at Insurer's request, fails to provide all documents on the condition of his/her health before the occurrence of the insured event,
  - 35) Any expenses incurred as the consequence of acquired immunodeficiency syndrome (AIDS), or any other condition or disease in connection with AIDS and sexually transmitted diseases,
  - 36) Reimbursement of medical expenses which are reimbursable under any other agreement or right, except for the reimbursements not covered on other grounds,
  - 37) Insured events occurring outside the agreed territorial scope of the insurance coverage,
  - 38) Injury, illness or death as a consequence of driving without the drivers' license or protective equipment if the Insured has caused the occurrence of the Insured event,
  - 39) All expenses that would have been borne by the Insured if the insured event had not occurred - restaurant expenses, expenses incurred due to luggage overload during repatriation by regular flight, customs expenses,
  - 40) If the Insured has concluded another travel health insurance agreement covering the same insured event, other than for indemnity not covered by such other insurance agreement,
  - 41) Illnesses or health impairments occurred due to failure of the Insured to obey the treatment counsel and use the regular therapy prescribed by the doctor for the existing health conditions at the moment of concluding and/or inception of insurance
  - 42) Arbitrarily organized repatriation,
  - 43) Costs of compensation for banker's commission if the Insured paid the bills of necessary medical treatment and transportation after returning to the country of residence and if the Insured did not act in line with the provisions of these Terms and Conditions,
  - 44) Costs of necessary medical treatment and transportation for which the Insured did not provide documents in proof, referred to under the Article 14, paragraph 5 of the Terms and Conditions hereof,
  - 45) Preventive testing for Coronavirus and expenses of stay in a quarantine due to an epidemic/pandemic infection,
  - 46) Any other expenses not stated in the Article 11 of the Terms and Conditions hereof.
- (2) The exclusions under the paragraph 1, Items 1 to 3 of the Article hereof shall not apply if the medical assistance, required in a foreign country, includes unforeseen





emergency measures for saving lives or measures exclusively taken to provide the relief of acute pain.

(3) All liabilities of the Insurer shall be excluded in case the Insured i.e. Policyholder provided inaccurate information of the travel or if there is intent of fraud or a misuse.

(4) The liability of granting cash loans shall be excluded in the event of missing and theft, destruction or damage to personal documents, credit cards, travel documents or securities in cases where the Insured failed to report the occurrence of the insured event to the competent police station or the competent authority and as a result of which the Assistance Company and the Insurer were not capable of determining the insured risks occurrence under Article 11 Paragraph (1) Item 5 and if the Insured was involved in or contributed to the occurrence of the insured event.

### **Obligations of the Insured and the Policyholder**

#### **Article 13**

(1) When concluding the Insurance Agreement, the Insured i.e. Policyholder shall be obliged to specify the purpose of the travel and provide any other information necessary for calculation of insurance premium and conclusion of Insurance Agreement.

(2) The Policyholder, who is not the Insured, shall make the Insured fully acquainted with the insurance Terms and Conditions and/or inform the Insured of his rights to insurance indemnity.

(3) The Insured i.e. Policyholder shall be liable to pay increased insurance premium in all cases of special contracting specified under the Terms and Conditions hereof.

(4) Upon the insured occurrence, the Insured shall be obliged to:

1) Immediately call the Call Centre and supply the necessary ID information (name and surname, current address and telephone number, type of illness or accident) and policy/certificate of insurance information (number), if necessary and upon request of the Assistance Company submit the photocopy or electronic photo of passport and accept treatment in the medical institution to which the Assistance Company referred him. For communication with the Call Centre, the Serbian and English language shall be used;

2) provide evidence of the valid Insurance Agreement to the authorized doctor who admitted him in for the necessary treatment,

3) Submit the claim for reimbursement of expenses within one month from the date of completion of treatment and/or transportation to the country, otherwise the Insurer shall not be liable to bear the increased expenses,

4) Provide the Insurer with all necessary information and documents in proof of the event Insured against, for the purpose of establishing the existence and extent of liability,

5) Upon request of the Insurer, to provide all necessary medical documents in connection with his treatment and medical condition prior to the occurrence of Insured event, and, if needed, provide the copy of health record, however the costs of providing such evidence shall be borne by the Insured,

6) Accept the time and means of transport referred to in the Article 11 Paragraph (1) Item 2 of the Terms and Conditions hereof determined by the Insurer and the Assistance Company after consulting the authorized doctor,

7) If necessary, undergo the examination by the doctor appointed by the Insurer in order to establish circumstances relevant for the grounds and amount of liability under the Insurance Agreement,

8) Bear expenses of out-patient treatment and expenses of medications up to total of EUR 50 to be reimbursed by the Insurer, if compliant with the insurance coverage, upon the Insured's return to the country of residence. If, due to any reason, the Insured is not able to pay the expenses of out-patient treatment and medications up to the amount of 50 euro in total, this liability shall, instead, be discharged by the Assistance Company and/or the Insurer.

(5) If the Insured, due to his medical condition, cannot act in accordance with the Paragraph (4), Items 1 and 2 of the Article hereof, he/she shall do so as soon as his medical condition allows. This obligation may be discharged by any person on behalf of the Insured (representative of a tourist agency, relative, travel companion and the like).

(6) In case of death of the Insured, the insurance beneficiary shall be obliged to submit the claim for indemnity within one month upon the completion of transportation of mortal remains or funeral.

(7) If the Insured, his legal representative or travel escort act contrary to provisions of the Article hereof, the Insurer may deny claim for indemnity.

#### **Settlement of liability**

#### **Article 14**

(1) In cases where the insured event occurs and the Insured fails to act in accordance with the Article 13 Paragraphs (1) and (3) of the Terms and Conditions hereof, the

liability of the Insurer i.e. the Assistance Company will be adjusted pro rata the balance between the premium paid and the premium that should have been paid according to the actual risk.

(2) In the cases where the insured event occurs and the Insured acts in accordance with the Article 13 of the Terms and Conditions hereof, the Assistance Company shall settle the liability, other than expenses of outpatient treatment and medications up to the amount of EUR 50 paid by the Insured himself, for and on behalf of the Insurer.

(3) In the cases where the insured event occurs and the Insured fails to act in accordance with the Article 13, Paragraph 4 of the Terms and Conditions hereof, the Insurer shall decide on the right to reimbursement of the expenses upon the Insured's return to the country and presentation of the required documents.

(4) The costs of necessary out-patient treatment and purchase of the prescribed medications up to the total amount of EUR 50, paid by the Insured himself, shall be reimbursed by the Insurer upon return to the country of residence.

(5) In order to claim the rights under Paragraphs (2), (3) and (4) of the Article hereof, the Insured shall be obliged to submit the Insurer the following:

1. Proof of concluded insurance contract (Insurance Policy/Certificate of Insurance),
2. Passport, evidencing the beginning/end of stay in the country where the Insured event occurred (photocopy),
3. Official police report on the occurrence and type of accident if the Insured injury is the consequence thereof,
4. Full original medical documents,
5. Original invoices for medical services,
6. Original invoices for the purchase of medications,
7. Original invoices for dental services,
8. Original invoices for transportation costs of mortal remains or funeral in the place of death of the Insured and doctor's report on the cause of death,
9. Original receipt for travel costs of return of the Insured to the country and doctor's report with diagnosis of illness or injury,
10. Contact telephone number of the Insured,
11. Filled-in Claim Form,
12. Copy of current account,
13. All other documents required by the Insurer and necessary for calculating and determining the right to reimbursement.

(6) Invoices for medical services must contain the following: name and surname of the Insured, diagnosis of illness or injury, itemized statement of medical expenses and the date of rendering medical services.

(7) Invoices for purchased prescribed medicines must contain the name of the medicine, price and date of purchase.

(8) Invoices for dental services must contain name and surname of the Insured and the itemized statement of provided services.

(9) All invoices mentioned in the previous paragraphs must be certified by the seal and signed by the authorized doctor or pharmacist.

(10) At the Insurer's request, the Insured shall provide the translation of medical documents and invoices, unless written in Serbian or English. The Insured shall bear the translation expenses.

(11) If the costs resulted from an insured occurrence are less than the maximum limits stipulated under the Insurance Agreement, the Insured shall not be entitled to the payment of balance.

(12) The obligation toward the Insured shall be discharged in dinar equivalent at the mean rate of the National Bank of Serbia for the currency used for paying the costs as at the date of claim settlement.

## **2. ACCIDENT INSURANCE**

### **Insurance cover and event insured against**

#### **Article 15**

(1) Accident Insurance provides insurance coverage for death by accident and for permanent loss of general working capacity (disability).

(2) For the purpose of the Terms and Conditions hereof, accident shall be deemed a sudden event occurring beyond the will of the Insured which, due to generally external and sudden impact on the body of the Insured results in his/her death, total or partial permanent loss of general working capacity (disability) or impairment of health demanding medical assistance.

(3) Accident shall be deemed an event caused by:

1. Running over,
2. Collision,
3. Impact by an object 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 injury caused by accident,
11. Poisoning due to inhaling gases or poisonous fumes (excluding the occupational diseases),
12. Burns caused by fire, electricity, hot objects, liquids or steam, bases, acids and the like,
13. Strangling or drowning,
14. Suffocation or suppression due to covering up with earth, sand the like,
15. Strain of muscles, dislocation, strain of synovial joints and fracture of healthy bones caused by bodily movements or sudden strains caused by an unforeseen external event if established in hospital or another medical institution immediately after the injury,
16. Effects of light or sun beams, temperature or bad weather to which the Insured was exposed due to an accident which occurred immediately before that or found himself/herself in such unexpected circumstances which he/she could not have prevented or to which he/she was exposed while saving human lives,
17. Effects of sudden and unexpected x-rays and radium rays (except in case of occupational diseases).

(4) Under the Article hereof, accident shall not mean:

1. all infectious, occupational and other diseases, as well as consequences of mental impacts thereof;
2. Laparocoele, umbilical hernia, hydrocele and other hernia, except for those occurring due to the direct injury to abdominal wall caused by direct impact of an external mechanical force on the abdominal wall, if, after the injury, traumatic hernia has been medically established together with injury of soft parts of abdominal wall 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, all types of lumbalgia, discopathy, sacralgia, miofasciitis, coccygodynia, ischialgia, fibrositis and all changes in lumbar and sacral areas marked with analogous terms,
6. Retinal detachment (ablatio retinae) of previously diseased or degenerately changed eye - 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 and other psychoactive and stimulative substances.
8. Consequences of medical treatments, in particular surgical operations undertaken for the purposes of treatment or prevention of illness, unless resulting from an established medical error (vitium artis),
9. Pathological changes in bones and pathological epiphysiolysis,
10. Systemic neuromuscular diseases and endocrine diseases.

#### **Liability of Insurer**

##### **Article 16**

- (1) The liability of the Insurer under the accident insurance cover shall be determined according to the Terms and Conditions hereof and Table for Determining the Percentage of Permanent Loss of General Work Capacity (disability) as a Consequence of Accident (hereinafter: the Table) which forms an integral part of the Terms and Conditions hereof.
- (2) The Insurer shall be obliged to make payment of the sum insured for death risk if death of the Insured is caused by accident.
- (3) The Insurer shall be obliged to make payment of the whole sum insured specified in the Insurance Agreement for total permanent loss of general work capacity i.e. a proportion thereof in the event of partial permanent loss of general work capacity due to an accident.
- (4) The final percentage of disability shall be determined after treatment has been completed if, according to the doctor's report, the Insured's health condition is stable, i.e. his medical condition ensuing from the sustained injury will neither improve nor deteriorate. If health condition has not stabilized after the lapse of three years from the date of an accident, the condition of health after the lapse of three years will be considered final and the disability percentage shall be calculated on the basis thereof.
- (5) The final percentage of disability shall be determined by the Insurer, according to 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 similar impairments provided for 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.

(6) For multiple injuries to individual 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 for the most severe impairment, then half of the percentage specified in the table for the second most severe impairment and so forth in that order (1/4, 1/8). Total percentage cannot exceed the percentage specified in the Table for the total loss of a given limb or organ. The consequence of injury to fingers shall be summed up without applying the said principle.

(7) In the case of an accidental loss of more than one limb or organ, percentages of disability for each respective limb or organ shall be summed up. If the sum thus obtained exceeds 100%, the Insured shall be paid only up to the amount of the agreed sum insured for total disability.

(8) If the general work capacity of the Insured was permanently reduced before the occurrence of the accident, the liability of the Insurer shall be defined according to the new disability, regardless of the previous disability, except in the following cases:

1. If the reported accident causes increase in previous disability, the liability of the Insurer shall be determined according to the difference 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 to the increased disability.

(9) In the event of death of a person younger than 14 years of age, the Insurer shall pay cost of funeral equal to the agreed sum insured for death risk, but not to exceed the amount determined by the Insurer's competent body.

#### **Exclusion of Insurer's liability**

##### **Article 17**

(1) The Insurer shall not be liable if the accident occurred:

1. Due to earthquake,
2. Due to events directly attributable to war, warlike activities and operations (whether the war was declared or not), civil war, insurrection, rebellion or revolution,
3. When operating aircrafts of all types, vessels, motor and other vehicles without required official license authorizing the pilot for the operation of the relevant make and model of aircraft, vessel, motor or other vehicle,

These provisions shall not apply when the non-possession of the license requires official license was not relevant for the occurrence of the accident. The Insured shall be deemed to have possessed the required official driver's license when, for the purpose of getting prepared for and taking the examination for the license, he/she operated the vehicle under direct supervision of the authorized expert,

4. Due to attempted or committed suicide of the Insured for any reason,
5. Due to proven causal link between the effects of psychoactive substances, state of alcohol intoxication or stimulants on the Insured and occurrence of accident. The insured event shall be deemed to have occurred due to the proven causal relation between the impact of alcohol on the Insured, provided that:

- the Insured had more than 1.00mg/ml blood alcohol content at the moment of occurrence of the accident

- at the moment of accident occurrence, the Insured, who operated the motor vehicle, had blood alcohol content more than approved under the valid regulations of the Republic of Serbia,

- the alcotest reveals the state of intoxication and the Insured does not endeavor to have precisely determined the degree of intoxication by taking a blood test;

- the Insured refuses or avoids the possibility to determine the degree of intoxication.

6. Due to Policyholder, Insured or Beneficiary intentionally causing the accident.
7. During preparation, attempt or perpetration of a premeditated crime and escape after the committed crime.
8. In sports parachuting;
9. 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, motocross racing, go carting and similar sports carrying a high risk and including speed, height, high degree of physical strain, specialized equipment, acrobatics etc.;

(2) The Accident Insurance Agreement shall be null and void and the paid premium shall be returned to the Policyholder if, at the time of signing such Agreement, the insured event had already occurred or started to occur or was certain to occur or if, by that time, the possibility of its occurrence had already ceased to exist.



### **Sum insured**

#### **Article 18**

(1) The maximum liability of the Insurer shall be the sum insured specified in the Insurance Agreement per individual cover: in case of accidental death and permanent loss of general work capacity (disability) and shall represent the upper limit of liability of the Insurer per any one insured person for the stipulated insurance period.

(2) The sum insured in case of disability shall be 10% of the agreed sum insured for travel health insurance and the sum insured in case of accidental death shall be 50% of the agreed sum insured for disability.

### **Payment of sum insured**

#### **Article 19**

(1) The Insurer shall pay to the Insured and/or Beneficiary the sum insured and/or proportion thereof within 14 days following the date when the Insurer's liability and the amount thereof were defined.

(2) If indemnity is paid by post or through a bank it shall be deemed paid at 24, 00 hours on the day when payment was confirmed at the post office or a bank.

(3) The Insurer shall be obliged to pay the agreed sum insured i.e. indemnity only if the accident occurred during the insurance period and if the consequences thereof specified in the Article 16 herein occurred within 1 (one) year from the date of accident.

(4) In the event a particular time period is needed to assess the amount of obligation of the Insurer, the Insurer shall be obliged, at the request of the Insured, to pay the amount which indisputably corresponds to the percentage of disability which, according to medical documents, can be at that moment established as permanent, but not to exceed 50% of the agreed sum insured.

The Insurer shall not effect advance payment before its liability with regard to the circumstances of the accident occurrence has been determined.

(5) If, prior to expiry of one year from the date of accident, the Insured dies from consequences of the accident and if the final disability percentage has already been determined, the Insurer shall pay the agreed sum insured in case of death i.e. the balance, where applicable, between the sum Insured in case of death and the amount previously paid for disability.

(6) If the final disability percentage has not been established and the Insured dies due to the same accident, the Insurer shall pay the agreed sum Insured in case of death, i.e. only the balance between such sum and the indisputable portion (advance payment) that may have already been paid, provided that the Insured died within three years of the day of accident, at the latest.

(7) If death of the Insured occurs within 3 years after the accident, before the percentage of disability has been established, due to any reason except as referred to in the previous Paragraph of the Article hereof, and the insured occurrence was reported prior to the death of the Insured, the amount of Insurer's liability for disability shall be determined based on the existing medical documents.

### **Insurance beneficiary**

#### **Article 20**

(1) In the event of death of the Insured, his legal heirs shall be the insurance Beneficiaries.

(2) In the event of disability, the Beneficiary shall be the Insured himself.

(3) If the insurance Beneficiary is an underage person, the sum Insured and the indemnity shall be paid to his/her parents i.e. his/her legal guardian.

### **Obligations of Insured and Beneficiary**

#### **Article 21**

(1) The Insured/Beneficiary shall be obliged to provide the Insurer, along with the notice of claim, with the following documents:

1. Proof of concluded Insurance Agreement (insurance policy/certificate of insurance).
2. Police report on the circumstances of the occurrence, if the insured event, by virtue of its nature, has to be reported to the police
3. Full medical documentation proving beyond dispute the occurrence of the insured event,
4. Passport photocopy,
5. Photocopy of the current account card of the Insured/authorized person,
6. In the event of death of the Insured, the insurance Beneficiary shall be obliged to submit the Death Certificate for the Insured and the Medical Certificate of the Cause of Death.
7. Other documents required by the Insurer.

(2) The Insured/authorized person shall be obliged to report the insured event to the police if such event involves criminal liability of any person.

## **3. CIVIL LIABILITY INSURANCE**

### **Insurance coverage and insured event**

#### **Article 22**

(1) The insurance hereof shall cover civil liability of the Insured as a physical person, for loss due to death, bodily injury or health impairment, as well as damage to or destruction of third party belongings during travel or stay in a foreign country.

(2) The insurance hereof shall cover liability of the Insured for loss:

1. Inflicted upon a third party as a physical person in daily life, except while carrying out any business activity;
2. Arising from the possession or use of a motorless bicycle;
3. Arising from the engagement in amateur sports, except sports in connection with the use of a vehicle with engine of any kind, sports with aircrafts, hunting and contact sports (boxing, fencing, wrestling, judo, karate etc.);
4. Arising from the keeping of domestic animals which are not used for business purposes.

#### **Article 23**

(1) The insured event is a future and uncertain loss event beyond control of the Insured based on which a third party (claimant) may claim indemnity.

(2) It shall be deemed that the insured event occurred at the time when such event started to actualize.

(3) Several time-related losses resulting from the same cause shall be deemed as one insured event.

#### **Article 24**

(1) The maximum liability of the Insurer shall be the sum insured specified in the Insurance Agreement per any one person for the agreed insurance period.

(2) The sum insured shall be determined to the amount of 5% of the agreed sum insured for travel health insurance and cannot be less than 500 Eur.

(3) The Insured's mandatory share of each and every loss (deductible) shall be 5%, minimum 25 Euros.

### **Liability of Insurer**

#### **Article 25**

(1) The Insurer shall be obliged to indemnify for a loss only if it occurred during the insurance period.

(2) In respect of loss due to gradually occurring health impairment, in the event of doubt, it shall be deemed that the loss event occurred when health impairment was first established in the doctor's report.

### **Exclusions of Insurer's liability**

#### **Article 26**

(1) The Insurer's liability shall be excluded in respect of:

1. Liability of the Insured for maliciously caused damage;
2. Liability for losses arising from the keeping or use of motor vehicles, boats and aircrafts;
3. Liability for losses sustained by the Policyholder, Insured, the spouse or common-law partner of the Insured, children or other persons living with the Insured in a joint household,
4. Liability for losses caused by the possession or use of arms whether or not the Insured holds a license to keep or use the arms,
5. Liability for losses resulting from illegal acts;
6. Loss to property owned by the Insured as well as to third party's property that the Insured has taken on lease, for use, hired, received in custody, for transport etc.;
7. Pure property losses, i.e. loss that arises neither from third party's bodily injury or health impairment, nor from damage to i.e. destruction of property;
8. Loss arising from defective products.

### **Obligations of Insured upon occurrence of insured event**

#### **Article 27**

(1) The Insured shall inform the Insurer of the occurrence of the insured event and of submission of claim for indemnity, not later than 30 days upon the date of occurrence.

(2) The Insured is obliged to notify the Insurer when claim against him is filed through the court, when he is detained and/or when probative proceedings is instituted against him.

(3) In case of prosecution, indictment or a final court judgment in criminal proceedings, the Insured is obliged to notify the Insurer forthwith, even if he had already reported a claim. In addition, he is obliged to submit the findings of the competent body in connection with the occurrence of insured event.



(4) In cases where a government authority institutes proceedings against the Insured in connection with occurrence of insured event, the Insured shall not be authorized to, without previous consent of the Insurer, plead on a claim for indemnity and in particular to accept it in whole or in part, to make offsetting arrangement or make payment, except if on the basis of facts, the acceptance, offsetting arrangement or payment could not have been refused without committing an obvious injustice. If the Insured was misled into believing that his liability existed or the facts were properly established, this will not justify him.

(5) If the claimant brings a legal action for indemnity against the Insured, the Insured shall be obliged to deliver to the Insurer the writ of summons, i.e. the action and all documents in connection with the loss event and claim for indemnity.

(6) If the Insured objects the proposal of the Insurer to settle the claim in an offsetting arrangement, the Insurer shall not be obliged to pay the excess indemnity, interest and expenses incurred as a result of this.

(7) In the event that the Claimant refers the claim for indemnity directly to the Insurer, the Insured is obliged to provide the Insurer with all proofs and details available to him as are necessary to establish liability for the inflicted loss and to assess the grounds, extent and amount of loss.

(8) In the event that the Insured fails to observe the obligations under the Article hereof, he shall bear the ensuing consequences unless such consequences would have ensued if the Insured had observed such obligations.

#### **Legal protection**

##### **Article 28**

(1) The obligation of the Insurer in respect of legal protection comprises:

1. Examining of the Insured's liability for the loss occurred;
2. Conduct of litigation independently or together with the Insured, if the Claimant exercises his right to indemnity through the litigation proceedings;
3. Giving, on behalf of the Insured, any statement he deems appropriate in order to satisfy or defend an unfounded or exaggerated claim for indemnity.

(2) The Insurer may entrust the Insured with the conduct of litigation, in which case the Insured shall be obliged to comply with the instructions and orders of the Insurer in connection with the litigation proceedings.

(3) The Insurer may take part in the proceedings in the capacity of intervener.

(4) The Insurer is entitled to refuse to litigate or leave litigation to the Insured, in cases where, according to his assessment, legal protection would be out of place due to exclusion of Insurer's liability to pay indemnity in a concrete case.

(5) In the event that the Insurer pays the claimant the sum insured by way of indemnity before institution of proceedings, the Insurer's obligation of legal protection shall terminate.

#### **Assessment of insurance indemnity**

##### **Claim compensation**

##### **Article 29**

(1) The Insurer shall pay indemnity within 14 days of the day of establishing the existence and scope of his liability.

(2) The Insurer shall effect payment of indemnity based on:

1. Acceptance given or approved by him,
2. Offsetting arrangement concluded or approved by him,
3. Judicial decision, but not to exceed the amount of liability under the Insurance Agreement.

(3) If the Insurer objects to the Insured's proposal to indemnify by offsetting arrangement, the Insurer shall pay the indemnity, interests and expenses even in cases where they exceed the sum insured.

#### **Reimbursement of costs of proceedings**

##### **Article 30**

(1) The Insurer shall reimburse all costs of litigation proceedings if conducted by himself or by the Insured, under his approval, and in the event of unfounded claim for indemnity.

(2) If litigation was conducted without the Insurer's knowledge and approval, insurance shall cover the costs of litigation, provided that together with indemnity, they do not exceed the sum insured.

(3) The Insurer shall not reimburse for the costs of any executive action, security claims procedures, criminal proceedings nor costs of the claimant representation in criminal proceedings.

(4) In cases where the Insurer, prior to institution of court proceedings, fulfils his obligation by paying the sum insured, he shall be relieved from all further liabilities for payment of indemnity and expenses relating to the same insured event.

#### **Direct third party claims**

##### **Article 31**

(1) If the Claimant files a claim or a legal action for indemnity only against the Insurer, the Insurer shall inform the Insured thereof asking him to provide all necessary details and to act in accordance with Article 27 Paragraph (7) of the Terms and Conditions hereof, as well as to take measures to protect his own interests.

(2) If in the case referred to under the previous Paragraph, the Insurer decides to indemnify the claimant, in whole or in part, he shall be obliged to notify the Insured thereof.

### **III. ADDITIONAL INSURANCE COVERS**

#### **1. Trip Cancellation Insurance**

##### **Insured event**

##### **Article 32**

(1) The insured event is cancellation of trip by the Insured due to events provided under the Article 35 of the Terms and Conditions hereof that may occur in the period from the conclusion of the Insurance Agreement until actual beginning of the tourist trip.

##### **Article 33**

(1) Additional trip cancellation risk may be written only if the Insured has concluded a travel contract and attached evidence thereof when concluding the Insurance Agreement.

##### **Liabilities of Insurer**

##### **Article 34**

(1) The sum insured is the maximum amount of liability of the Insurer in the event of trip cancellation by the Insured and must be specified in the Insurance Agreement.

(2) The sum insured is equal to the price of tourist trip contracted by the Insured, for which the Insured has concluded an Insurance Agreement with the Insurer, and it shall not exceed 1.000 Euros per person insured in dinar equivalent i.e. in case of a family insurance, 3.000 Euros per contracted tourist trip/package for all persons, at Euro mean exchange rate of the National Bank of Serbia on the date of claim settlement.

##### **Article 35**

(1) The Insurer shall indemnify for the loss due to trip cancellation in cases where such cancellation results from an occurrence the Insurer had no knowledge of or couldn't have been aware of at the time of Insurance Agreement conclusion and which constitutes an objectively justifiable reason for trip cancellation, namely:

1. Due to death of :

- The Insured, his spouse, child, adopted child or step child,
- The parent, the adopter, the Insured's own brother or sister or their spouses,
- The spouse of the Insured's child,
- The parents, own brother or sister of the Insured's spouse or
- Any other person living with the Insured in a joint household.
- The insured's travel companion, in case they are travelling together, under the same arrangement, to the same place, for the same period of time.

Certificate of Death shall be enclosed as evidence.

2. Due to sudden illness or injury of the Insured, his spouse or child or any other person living with the Insured in a joint household or the insured's travel companion, in case they are travelling together, under the same arrangement, to the same place, for the same period of time. Doctor's report on the incurred illness or injury together with other original medical documents, necessary to establish the right to indemnity, shall be enclosed in evidence hereof. The travel must be forbidden by the Doctor due to an accident or injury.

3. If the Insured's attendance is required by the police in connection with a committed or attempted burglary of the Insured's apartment, house or business premises, or in connection with loss to Insured's property due to fire or natural catastrophes registered as such by the Hydrometeorological Institute. Summon by police shall be attached as proof.

4. If the Insured was summoned by the government authorities or the Court and he was obliged to respond during the tourist trip period. The respective summons shall be attached as proof.

5. Due to Insured's pregnancy complications. Medical report is to be attached as proof.

6. Due to loss of job, in cases where the Insured was given notice. Employer's notice of dismissal is to be attached as proof.

7. Due to vaccine intolerance, if the vaccine is mandatory for the given destination.

Medical report is to be attached as proof.

(2) The Insured or any other authorized person shall, within 5 days of occurrence of any of the causes for trip cancellation under the Article hereof, notify in writing the tourist travel organizer of his cancelling the contracted and paid trip and inform the Insurer of his travel cancellation in which case he shall be obliged to state reasons for





this. The Insurer shall have no liability if the Insured fails to comply with the provision hereof.

#### **Exclusion of Insurer's liability**

##### **Article 36**

(1) The Insurer shall not be liable to pay:

1. the expense exceeding the sum insured under the Article 34 of the Terms and Conditions hereof,
2. the expense incurred due to denial of visa for the agreed tourist trip,
3. the expense exceeding the regular amount of actual costs to which a provider of tourist services is entitled,
4. the expense of the Insured in consequence of failing to notify of the trip cancellation within 5 days from the date of the occurrence of reason for the cancellation,
5. amount of premium which the Insured has paid for the trip cancellation insurance,
6. insolvency, bankruptcy or omissions of the tour operator.

(2) The Insurer shall not be obliged to reimburse for the financial loss sustained by the Insured due to trip cancellation pursuant to the Terms and Conditions hereof if the trip cancellation occurred through:

1. sickness or bodily injury caused by drunkenness, narcotics or medications, notwithstanding whether caused by failure to apply the prescribed therapy, medication or narcotics overdose, taking of medications which are not prescribed to the Insured and are not over-the-counter, but are prescription medications,
2. manifestation of sickness or injury which has already existed, i.e. was certain to occur at the moment when the trip cancellation insurance was effected,
3. call according to the waiting list for planned and previously scheduled surgeries or other medical treatments,
4. recovery from performed medical treatment or surgery which is slower than expected
5. consequences of pandemics if when concluding the contract, the Policyholder and/or Insured has contracted the exclusion of pandemics from the insurance cover.

#### **Obligations of the Insured**

##### **Article 37**

(1) The Insured or any other authorised party shall file a claim to the Insurer, within 30 days from the date of trip cancellation, along with the following documents:

- 1.evidence of concluded Insurance Agreement (insurance policy/certificate of insurance),
2. evidence of concluded and paid tourist trip,
3. written confirmation of provider of tourist service that the Insured has cancelled the trip specifying the amount paid by the Insured and the date of notification of the travel cancellation,
- 4.evidence of the reasons for the trip cancellation stipulated under the Article 35 of the Terms and Conditions hereof,
- 5.any other documents the Insurer may require, which are necessary for determination of the grounds for and amount of indemnity.

#### **Statement of insurance indemnity**

##### **Article 38**

- (1) Upon occurrence of the insured event, the Insurer shall reimburse to the Insured or any other authorised party the amount which the Insured is liable to pay to the travel agency for the costs incurred due to the cancellation of travel contract.
- (2) Insurer's liability to the Insured referred to in Paragraph 1 of the Article hereof shall be stated according to the price of tourist trip the Insured has agreed, to the amount collected from the Insured by the tourist service provider for the costs incurred due to trip cancellation, but not to exceed the amount referred to under the Article 34, paragraph 2 of the Terms and Conditions hereof.

#### **Insurance of baggage**

##### **Insurance cover and insured event**

##### **Article 39**

- (1) According to the provisions of the additional cover hereof, the subject matter insured shall be the personal baggage of the Insured (hereinafter: the "Baggage").
- (2) The insurance shall cover the loss of, damage to or total destruction of Insured's baggage occurred during the trip which does not exceed the unbroken period of 28 days.
- (3) The insurance shall cover the loss of, damage to or total destruction of baggage due to:

- burglary and robbery,
- fire and

- traffic accident caused of the means of transportation.

(4) According to the Terms and Conditions hereof, burglary and robbery shall be deemed a theft if the perpetrator:

- 1.Breaks into/get through a closed space/room designed for the entrance or stay of persons where the insured objects are located, in the following manner: by forcing the entrance door open, breaking the windows, cutting off the safety wires or metal rods, making new openings in walls, roof ceilings, by damaging or destroying components of the safety mechanism,
2. Forces open the repository in the room/enters by force into a closed space which is not designed for the stay of persons, provided that he accessed the repository in any of the manners qualified as burglary under the provisions of the article hereof,
3. Opens the room with an adjusted key or by any other means not designed for regular opening, leaving a trace so that it can be established with a certainty that burglary occurred or when there is other reliable evidence that the burglary was perpetrated in the aforementioned manner,
4. Opens the room or repository with the original key or its duplicate, if the key has been obtained by robbery or any action referred to in items 1, 2 and 3 of the Paragraph hereof,
5. Enters the room, hides inside of it, commits theft when the baggage is locked therein and leaves traces after leaving therefrom.

(6) According to the Terms and Conditions hereof, robbery shall be deemed taking away of the insured object by use of force, putting into danger the life and body of the Insured or threatening to directly attack the life and body of the Insured. The use of force shall be deemed to exist when the means were used to prevent resistance.

(5) According to the Terms and Conditions hereof, the fire shall be deemed if occurring outside a particular hearth and spreading beyond it, capable of developing by means of its own. The Insurer shall not be liable to pay indemnity if the insured object was destroyed or damaged due to:

1. Exposure to fire or heat for the purpose of processing or any other purpose (during ironing, drying, frying, roasting and the like) or due to falling or throwing into the hearth (stove, range and the like);
2. Scorching, singeing or burning through with a cigarette, cigar, a lightning gadget, a live coal and the like;
3. Fermentation or warming up, boiling, smoking and the like.

(6) Traffic accident is the event in which the loss has occurred due to the use of the means of transport. Means of transport include a motor vehicle with auxiliary vehicle, aircraft, vessel and other means defined by the law regulating appropriate type of transport.

(7) The insurance covers the loss of, damage to or total destruction of baggage proven to belong to the Insured.

#### **Liabilities of Insurer**

##### **Article 40**

(1) Maximum liability of the Insurer for the loss of, damage to or destruction of baggage shall be the "first loss" sum insured determined per insured person and under family coverage, for all insured persons and in the aggregate for the insurance period.

(2) Maximum liability of the Insurer for the loss of, damage to or destruction of baggage shall be the value of objects insured obtained based on the price of new objects reduced by the estimated loss of value due to use, wear and tear or aging, but not more than the "first loss" sum insured of EUR 300 in dinar equivalent per insured person and trip, and/or maximum EUR 500 in dinar equivalent per trip, for all persons, if family insurance was effected. Liabilities to the Insured shall be discharged in dinar equivalent, calculated at the mean exchange rate of the National Bank of Serbia as at the date of claim settlement.

(3) In the event that insured objects are completely destroyed or stolen, and the Insured cannot prove their actual value, the Insurer shall indemnify the loss maximum to the amount of 50% of the current market value of such type of object, but not more than the "first loss" sum insured referred to the paragraph (2) of the Article hereof.

(4) Jewelry (precious items), video equipment, photographic equipment and portable computers shall be insured during the trip only if the Insured has carried them in personal baggage and only up to 50% of the agreed sum insured.

(5) Baggage left in a parked vehicle shall be insured against theft only if placed in a special locked baggage compartment or in the locked roof rack.

(6) Sports equipment shall be insured only during the transport to and from the travel destination as well as in the tourist accommodation in the locked room, however not while being used.

#### **Exclusion of Insurer's liability**

##### **Article 41**

- (1) The Insurer shall not be liable to pay for:



1. any loss of personal baggage or valuables which were not adequately kept during the stay (in a locked hotel room, locked suite, locked safe-deposit box, cash desk etc);

2. loss of baggage left in a means of transportation unattended and outside a separate locked baggage compartment or locked roof rack. Exceptionally, the Insurer shall indemnify the loss in the event of burglary of baggage (not valuables) from the means of transportation left unattended in the period from 6:00 to 22:00 hours, only if they were placed in the locked baggage compartment or locked roof rack;

The report which the Insured has filed to the competent authorities of the country in which means of transport were broken into by violence shall be submitted as an evidence;

3. loss of cash, any type of cards, cheques, travel tickets, documents and certificates, including personal documents;

4. loss of or damage to the mobile telephone;

5. loss of or damage to the contact lenses or prostheses of any kind;

6. any loss caused by the use or breakdown and/or destruction caused by pests or other insects, climate and atmospheric conditions, mechanical or electrical breakdowns, staining or any process of painting or cleaning or damage caused by water in any way;

7. any loss of bicycles, motorcycles, water vehicles, buggies, carts or wheelchairs;

8. any loss of, or damage to the baggage of persons during their stay abroad for longer than 28 days;

9. materials recorded on films and image and sound carriers and data on data carriers where the damage has occurred;

10. any loss of, or damage to the baggage which is the consequence of neglect of the Insured or of an inappropriate or inadequate packaging.

11. if the insured has caused the insured event, intentionally or due to conscious negligence, or has intentionally entered incorrect information when filling in the claim form.

(2) The Insured shall not be entitled to indemnity if the loss of, damage to, or destruction of baggage has resulted from the event which occurred prior to the insurance inception date, i.e., prior to leaving and after entering the Republic of Serbia.

#### **Statement of insurance indemnity**

##### **Article 42**

(1) For the purpose of stating insurance indemnity, the Insured shall promptly report to the nearest police station the loss of baggage occurring as the consequence of the criminal act of the third party.

(2) Police report which contains the list of all stolen or damaged objects must be submitted to the Insurer, together with:

- evidence of concluded Insurance Agreement (insurance policy/certificate of insurance),

- claim for indemnity,

(3) Any damage to or loss of baggage submitted to the custody of tour operator shall be reported to the tour operator and transport company or the accommodation provider.

(4) The deadline for claim reporting to the Insurer shall not be later than 30 days from the date of occurrence of the insured event.

#### **IV. FINAL PROVISIONS Cancellation of Insurance Agreement**

##### **Article 43**

(1) Upon termination of insurance under the standard insurance coverage, the insurance under the stipulated additional covers shall cease to be valid.

(2) The Insurance Agreement may be cancelled prior to the insurance inception date, in case of standard coverage, with or without the baggage insurance additional cover, with the right to premium return if the Insured was prevented from travelling due to the following reasons:

1. denial of visa for travel to the foreign country which requires such type of insurance cover as a prerequisite for obtaining a visa (the Insured shall present for insight the confirmation of tourist visa denial and a travel document as evidence),

2. death of Insured, provided that the concerned party submits the evidence of Insured's death (Death Certificate from the Register of Deaths),

3. death of an immediate or extended family member of the Insured (spouse, children, parents, siblings), provided that the Insured has submitted the Death Certificate from the Register of Deaths as evidence),

4. critical illness of the Insured due to which, according to the doctor's opinion, the Insured is unfit to travel (the Insured shall submit certified doctor's confirmation as evidence),

5. loss of passport (as evidence, the Insured shall submit the loss of passport report filed to the competent authorities),

6. cancellation of trip by a tourist service provider (the Insured shall submit a written certified confirmation of trip cancellation by the tourist services provider as evidence),

7. summons served to the Insured by the government authorities (the Insured shall submit the original summons as evidence).

8. any other reason found grounded by the Insurer.

(3) The Insurance Agreement may not be cancelled if an additional insurance against trip cancellation has been ritten.

(4) In the event of cancellation of the insurance agreement, the Insured shall submit the relevant documentary evidence referred to in Paragraph (1) of the Article hereof.

(5) After establishing the right of the Insured to the premium return, the Insurer shall return the amount of paid premium within 14 days from the date of establishing the right to return.

#### **Subrogation**

##### **Article 44**

(1) According to the law, the Insurer shall be subrogated all rights of the Insured arising from the Insurance Agreement, against third parties who are responsible for the insured occurrence on any grounds up to the amount of the paid indemnity without any special prior approval of the Insured.

(2) For the purpose of realizing the right of recourse pursuant to Paragraph (1) of the Article hereof, the Insured shall provide the Insurer with all evidence the Insurer may require from him. Expenses of gathering such evidence shall be borne by the Insurer.

(3) If the Insured receives compensation from the person liable for damage on any grounds, the Insurer shall be entitled to deduct this amount from the indemnity payable to the Insured under the Insurance Agreement.

#### **Application of legal regulations**

##### **Article 45**

(1) All the matters which are not regulated under the Terms and Conditions hereof shall be subject to the relevant provisions of the Law on Contracts and Torts and other valid regulations in the Republic of Serbia.

(2) Claim compensation in cases of multiple and double insurance shall also be resolved in accordance with the Law on Contracts and Torts.

#### **Dispute resolution competence**

##### **Article 46**

(1) All matters of dispute arising from the Insurance Agreement shall be resolved in amicable way

(2) In case of a dispute arising from the Insurance Agreement, the same shall be referred to the local jurisdiction of the court according to the place of signing the Insurance Agreement.

#### **Transitory and final provisions**

##### **Article 47**

(1) All Insurance Agreements concluded before coming into force of the amendments to the Terms and Conditions hereof shall be regulated by the Travel Health Insurance Package Terms and Conditions in effect at the moment of conclusion of such Insurance Agreements.

##### **Article 48**

(1) The beginning of application of the Terms and Conditions hereof shall terminate the validity of the Terms and Conditions for Travel insurance Package (Company Bulletin Nos. 36/12, 27/15 and 43/15).

(2) The Terms and Conditions hereof shall become effective on the eighth day from the date of their publishing in the Company Bulletin, and shall apply as of 1<sup>st</sup> March 2018.



**TABLE  
FOR DETERMINING THE PERCENTAGE OF ACCIDENTAL PERMANENT LOSS OF GENERAL WORK CAPACITY (DISABILITY)  
INTRODUCTORY NOTES**

1. Table for Determining the Percentage of Permanent Loss of General Work Capacity (hereinafter: Table) is an integral part of the Travel Insurance Package Terms and Conditions and of each and every Insurance Agreement 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 it 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 as the most severe consequence of disability, half of the percentage specified in the Table as 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 personal accident insurance, only the percentage specified in the Disability Table hereof shall apply to loss of general work capacity.
5. Disability assessments 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 up, but the sum 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 Insured 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.
8. Subjective medical problems in terms of decreased motor muscular strength, pains and swellings of injured area shall 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.

**I  
HEAD**

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 walking balance and movement coordination;	90%
3.	Pseudobulbar syndrome	80%
4.	Epilepsy with frequent fits and changes in character entered into hospital 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, up to b) To a medium degree c) To a considerable degree	40% 50% 60%
6.	Hemiparesis or dysphasia: a) To a small degree up to b) To a medium degree c) To a considerable degree	30% 40% 50%
7.	Damage to cerebellum with adiadochokinesis and asynergy	40%
8.	Epilepsy with rare seizures: a) No seizures with regular medicaments b) Rare seizures with medicaments	20% 30%
9.	Contusional brain injuries: a) Postcontusional syndrome with objective neurological finding after brain contusion established in the hospital b) operated interacerebral hematoma with no neurological prolapse	20% 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 in an 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 hair area b) Half of the hair area c) Whole hair area	5% 15% 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 ophthalmoplegia	10%
b)	Total ophthalmoplegia	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 ophthalmoplegia	10%
22.	Injuries of the lacrimal apparatus and eyelids:	
a)	Epiphora	5%
b)	Entropium, ectropium	5%
c)	Eyelid ptosis	5%
23.	Concentric narrowing 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 narrowing 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 reaction of the vestibular organ	40%
27.	Total deafness in both ears with extinguished caloric reaction of the vestibular organ	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 reaction of the vestibular organ of the respective ear	20%
31.	Bilateral bradycoia with regular caloric vestibular reaction-in both sides: 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 organ reaction: total hearing loss according to Fowler-Sabine:	
a)	20 - 30%	10%
b)	31 - 60 %	20%
c)	61 - 85%	30%
33.	Unilateral heavy bradycoia with regular caloric vestibular organ reaction: loss of hearing ranging from 9-95 decibels	10%
34.	Unilateral heavy bradycoia with extinguished caloric vestibular organ 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%
b)	trachea stenosis after injury of larynx and upper part of the trachea	10%
46.	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 emphysema	15%
54.	Chronic lung abscess	20%

**SPECIAL CONDITIONS**

- Lungs capacity is established by the repeated spirometry, and if necessary by the thorough pulmonary treatment and ergometry.
  - 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.
  - According to the items 52, 53, 54 disability is assessed after the treatment is completed, but not earlier than one year from the date of injury.
  - 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, covering:	
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, 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 subdermis (IV degree) and/or larger skin area.
4. For the consequences of the epidermal burn (I degree) and surface 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 gastric 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 before 60 years of age	15%
79. Loss of one testicle after 60 years of age	5%
80. Loss of both testicles before 60 years of age	50%
81. Loss of both testicles after 60 years of age	30%
82. Loss of penis before 60 years of age	50%
83. Loss of penis after 60 years of age	30%
84. Deformation of penis with disabled cohabitation before 60 years of age	50%
85. Deformation of penis with disabled cohabitation after 60 years of age	30%
86. Loss of uterus and ovaries before 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 after 55 years of age:	
a) Loss of uterus	10%
b) For loss of each ovary	5%
88. Damages of vulva and vagina disabling cohabitation before 60 years of age	50%
89. Damages of vulva and vagina disabling cohabitation after 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, triaparesis) 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 laesias, and for the items 92 and 93, assessment should be carried out after completed treatment, but not earlier than 2 years after the date of injury.**

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 back sequel.	5%
99. Serial fracture of 3 or more transversal back sequel, up to	10%

**SPECIAL CONDITIONS**

Hernia disci intervertebralis, all types of lumbalia, discopathy, spondilosis, spondilolithesis, spondilolysis, sacralgia, miofascitis, coccygodynia, ischialgia, fibrositis, fascitis and all pathoanatomic deviations of the lumbosacral 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 with no 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 phalanx, one half, and for the loss of one phalanx of other digits one third of disability set for the relevant digit is determined.
2. Partial loss of phalanx bone is assessed as a total loss of phalanx.
3. For the loss of finger cushion, 1/2 of disability set for the loss of phalanx 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 arm in the shoulder joint, compared to a healthy arm:	
a) to a small degree, up to 1/3 reduced mobility at the joint, up to	10%
b) to a medium degree, up to 2/3 reduced mobility at the joint	15%
c) to a large degree, over 2/3 reduced mobility at the joint	20%
123. Post-traumatic recidivating dislocation of shoulder joint, verified to occur often	10%
124. Looseness of shoulder joint with bone defect of joint particles	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 athropy – 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 ulnar 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 the relative nerve.
2. For cases under items 131 to 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, up to 1/3 reduced mobility at the elbow joint	10%
b) to a medium degree, up to 2/3 reduced mobility at the elbow joint	15%
c) to a large degree, over 2/3 reduced mobility at the elbow joint	20%
143. Loose elbow joint – oscillation of moves in the transversal direction:	
a) to a small degree, up to 10 degrees deviation, up to	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, up to 1/3 reduced mobility at the joint	5%
b) to a medium degree, up to 2/3 reduced mobility at the joint	10%
c) to a large degree, over 2/3 reduced mobility at the joint	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 and/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 finger		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 CONDITIONS**

1. For total stiffness of one thumb phalanx, one half and for total stiffness of one phalanx of other digits, one third of disability set for the loss of the relevant digit is determined.
2. The sum of percentages for the stiffness of single phalanges of one digit cannot exceed the percentage determined for total stiffness of the relevant digit.

160. Reduced mobility of thumb following the properly healed fracture of the base and the metacarpal bone (Bennett)		5%
161. Improperly healed Bennett's thumb fracture		10%
162. Fracture of metacarpal bones:		
a)	improperly healed fracture of 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 phalanges 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 phalanges 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 CONDITIONS**

1. Total disability per Articles 163, 164 and 165 shall not exceed disability for total stiffness of the relevant digit.
2. 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 foot thumb phalanx	5%
b)	loss of the whole foot 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 CONDITIONS**

Stiffness of interphalangeal phalanges of 2-5th digit 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 up to 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 limb bones 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 joint functin, 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 particles 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 particles 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 foot 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 distal joint of foot thumb	2.5%
224.	Total stiffness of basic joint of foot thumb and/or both joints	5%
225.	Stiffness of basic joint of II-V digit, per 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 CONDITIONS**

1. For paresis of the foot nerves, maximum 2/3 of percentage set for the paralysis of the relevant nerve is determined.
2. For cases under 228-232 above, disability is determined following the completion of treatment but not earlier than 2 years after the injury, 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%