ERGO

Teeme tähtsa lihtsaks

ERGO Insurance SE

Terms and conditions of ERGO accident insurance

Dear Customer!

The terms and conditions of ERGO accident insurance explain the principles that will guide us in providing this service to you. These terms and conditions apply to insurance contracts which insure the life and health of a person in the event of an accident.

In addition to these terms and conditions, the General Terms and Conditions for ERGO Insurance Services also apply. In the event of any inconsistencies between these terms and conditions and the General Terms and Conditions, these terms and conditions shall prevail. All insurance conditions can always be found on our website at the following address: www.ergo.ee.

Which terms and conditions of insurance apply to a particular service and insurance contract are indicated in the insurance policy.

Please take the time to read the terms and conditions of insurance carefully. If you have any questions, please do not hesitate to contact us (contact: info@ergo.ee).

We would be happy to help you.

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1. Who do we insure

1.1 The person insured is the person specified in the policy (hereinafter referred to as “you” or “the insured”). We insure people from the age of one to the age of 70.

1.2 We do not insure a person who has a physical or mental disability and who needs care or supervision due to that disability. A contract concluded out on behalf of such a person is void from the start.

2. What the insurance covers

2.1 An insured event is a sudden and unforeseeable occurrence, against the will of the insured, during the period of validity of the insurance contract and under the conditions agreed in the insurance contract, as a result of which an external force causes bodily injury or the death of the insured person.

Example: You stumble down the stairs, lose your balance, and when you fall, you break your arm.

Example: You slip on a wet floor in the bathroom and, when you fall, you injure your head.

Example: You accidentally step on a piece of glass and injure the sole of your foot.

Example: When chopping wood, the axe slips from your hand and falls on your leg, creating a deep cut wound.

2.2 The types of accident insurance indemnities are medical expenses, medical expenses+, daily allowance, trauma benefit, permanent disability benefit and death benefit. The exact list of the types of indemnities and the limits of indemnity are set out in the policy. Please also refer to the exclusion clauses for damages which we do not reimburse for.

2.3 **Medical expenses**

2.3.1 We will reimburse reasonable and justified medical expenses arising from an insured event which are not included in the list of services of the Health Insurance Fund and which are therefore not reimbursed by the Health Insurance Fund and which are listed in section 2.3.2. If you do not have valid health insurance from the Health Insurance Fund, we will calculate the benefit for you in the same way as for a person insured by the Health Insurance Fund. We will reimburse you for the medical expenses you have incurred for up to one year from the date of the insured event. We will reimburse you on the basis of the invoices submitted by a national or municipal medical institution, private medical institution, rehabilitation center or massage service provider with a professional certificate registered in Estonia.

Example:

After the insured event, you went to a paid appointment with an orthopedist and paid a co-payment in the extent of 50 euros. At the same time, the co-payment for a visit which is reimbursed by the Estonian National Health Insurance Fund is 20 euros; we will reimburse you 20 euros as indemnity for reasonable medical expenses. If you want the benefit in full (50 euros), your contract must include the medical expenses+.

2.3.2 We reimburse:

- essential examination and treatment expenses (including necessary and reasonable medication expenses) provided and/or prescribed by a physician;
- the reasonable expenses for physiotherapy and physical training necessary for treatment and prescribed by a physician. We will reimburse the cost of a massage for a maximum of 10 treatments per event, and we will reimburse the full cost of rehabilitation;
- the reasonable expenses of the purchase or rent of medical aids necessary for treatment (e.g., wheelchair, crutches, etc.);
- the cost of repairing or replacing glasses, hearing aids, prosthesis(es) used by the insured and broken or lost as a result of an insured event;
- the reasonable treatment expenses (including replacement of teeth) for dental injuries resulting from an insured event;
- the reasonable and necessary expenses of plastic surgery.

2.3.3 We do not reimburse for:

- the cost of alternative medicine;
- the cost of psychotherapy;
- the cost of transport to the medical institution and back home;
- dental damages caused by eating, chewing or biting. We also do not reimburse for the cost of treating tooth decay and other stomatological conditions;
- the cost of treatment that must be reimbursed on the basis of legislation or compulsory insurance.

2.4 **Medical expenses+**

2.4.1 You can only choose medical expenses+ in combination with the medical expenses type of indemnity. We will reimburse the reasonable and justified costs of paid medical services resulting from an insured event. We will reimburse you for the medical expenses you have incurred for up to one year from the date of the insured event. We will reimburse you on the basis of the invoices submitted by a national or municipal medical institution, private medical institution or rehabilitation center registered in Estonia.

Example:

After the insured event, you went to a paid appointment with an orthopedist and paid a co-payment in the extent of 50 euros. We will pay 50 euros as indemnity for the medical expenses.

2.4.2 We reimburse:

- expenses for paid medical services which are necessary for treatment and prescribed by a physician;
- the cost of transport to and from the treatment center within Estonia;
- the reasonable and justified expenses of hiring a caretaker, such as home nursing, if prescribed by a physician. We will reimburse the expenses for up to 3 months from the starting date of the home treatment.

2.4.3 We do not reimburse for:

- the cost of alternative medicine;
- the cost of psychotherapy;
- dental damages caused by eating, chewing or biting. We also do not reimburse for the cost of treating tooth decay and other stomatological conditions;
- the cost of treatment that must be reimbursed on the basis of legislation or other compulsory insurance.

2.5 **Daily allowance**

2.5.1 We will pay a daily allowance if an insured event results in temporary incapacity for work lasting at least seven days and we will pay you the daily allowance for up to one year from the date of the insured event.

Example:

As a result of the accident, a certificate of incapacity for work for up to 6 days was issued. In this case, we will not pay indemnity.

Example:

As a result of the accident, a certificate of incapacity for work for a period of 10 days; we will pay a daily allowance from the first day of incapacity for work, i.e., for 10 days.

2.5.2 We will pay a daily allowance for each day of incapacity for work, regardless of whether you are on home or hospital treatment. We will also pay a daily allowance if you have been proclaimed partially or totally incapable of work by an expert medical decision. If you do not work, we will pay a daily allowance in accordance with your medical history and based on the period of incapacity for work as we would for a person who is working.

2.5.3 We will also pay a daily allowance if one of the parents has to be away from work due to an insured event involving an insured minor. As a prerequisite for this indemnity, both the child and the parent who will be staying at home must have a valid accident insurance contract with us and the parent must have chosen the daily allowance benefit. The basis for indemnity is a certificate of care leave for at least seven days issued to the parent staying at home.

2.5.4 The amount of daily allowance is a percentage of your daily wages as agreed in the policy or a fixed amount specified on the policy.

2.5.5 The daily allowance is calculated on the basis of your net income. Your net income is the income subject to social taxes that you have received during the 12 months immediately preceding the month in which the insured event occurred, after deduction of any taxes deductible by law.

2.5.6 To calculate your daily wages, we divide your net income by the number of days in the 12 months immediately preceding the month in which the insured event occurred. If you have received an income in a shorter period, we take into account the number of days actually worked and the income in that period.

2.5.7 If you are self-employed at the time of the insured event, we will consider your net income to be the income subject to social tax declared in your income tax returns for the last calendar year. If you have been self-employed for less than one calendar year at the time of the insured event, we will take into account your income during the period of self-employment and the number of days during that period.

2.5.8 If you have not received any net income in the 12 months preceding the insured event, we will calculate the daily allowance on the basis of the minimum monthly salary in Estonia at the time the insured event occurred.

2.5.9 We calculate the indemnity on the basis of the amounts declared to the Tax and Customs Board. In case of employment abroad, we will take into account the salary slip from your employer and, in the event of a dispute, the amounts declared to the foreign tax authorities.

2.5.10 We will stop paying a daily allowance, if:

- you start work;
- the period of incapacity for work indicated on certificate of incapacity for work or the period of partial or total incapacity for work determined by an expert medical decision ends;
- the care period indicated on the certificate of care leave ends;
- we will grant you permanent disability benefit for the bodily injury that was the basis for the daily allowance.

2.6 Trauma benefit

2.6.1 If you suffer a temporary bodily injury as a result of an insured event, the treatment of which lasts at least seven days, we will pay you a trauma benefit. The duration of the treatment must be certified by the medical institution. This does not apply in the case of a fracture verified via X-ray.

2.6.2 The trauma benefit is a one-time indemnity, the percentage of which will be determined on the basis of the table of accident insurance trauma benefit and permanent disability benefit (hereinafter Table of Benefits) (Annex no. 1) in force at the beginning of the insurance period, based on the trauma benefit limit of indemnity agreed in the policy.

Example:

You suffer a fracture of the finger joint as a result of an insured event, for which we can pay 3% of the trauma benefit limit of indemnity. If the policy has a trauma benefit limit of indemnity of 10,000 euros, we can pay an indemnity of 300 euros.

2.6.3 In case of a consequence of an insured event which is not listed in the Table of Benefits, we will make a decision based on the severity of the injury.

Example:

You suffer a contusion of the index finger as a result of an insured event. As contusion of the finger is not listed in the Table of Benefits, we can pay indemnity based on the closest injury, which is a fracture of the finger joint (3%). Depending on the proven treatment time and treatment methods following a contusion of the finger, we can compensate as follows:

- if the treatment lasts between 1 and 2 weeks, we will reimburse 1% of the trauma benefit limit of indemnity;
- If the treatment lasts between 3 and 4 weeks, we will reimburse 2% of the trauma benefit limit of indemnity.

2.6.4 If you are entitled to a trauma benefit for more than one of the items listed in the Table of Benefits, we will add these benefits together and make sure that the total benefit does not exceed the trauma benefit limit of indemnity.

Example:

As a result of an insured event, you suffer a fracture of the humerus, and you also fracture 2 ribs. For a fracture of the humerus, we will pay 15% of the trauma benefit limit of indemnity and 2% for each broken rib. In total, we will reimburse 19% of the trauma benefit limit of indemnity. If the policy has a limit of indemnity of 10,000 euros, we will pay a total of 1,900 euros (1,500 euros + 200 euros + 200 euros).

2.6.5 We do indemnify for dental injuries.

2.7 Permanent disability benefit

2.7.1 If you suffer a permanent bodily injury or disability as a result of an insured event established under these terms and conditions, we will pay you a permanent disability benefit. A disability is permanent if, within one year of the insured event, the function of a part of the body or a sensory organ has not recovered to the extent necessary to ensure the normal functioning of that part of the body or sensory organ.

2.7.2 The existence and extent of the permanent disability will be determined by our expert physician one year after the insured event, on the basis of your state of health at the time the disability was established. If the injury is permanent and there is no hope for recovery, we will establish the permanent disability and its extent before one year has passed.

2.7.3 We will determine the percentage of permanent disability on the basis of the Table of Benefits in force at the beginning of the insurance period. If the damage to a body part or sensory organ resulting from the insured event cannot be established according to the above-mentioned Table of Benefits, we will reach a decision on indemnity based on the degree of severity of the permanent disability.

Example:

You become blind in one eye as a result of the insured event. In the event of total loss of vision in one eye, we will pay 50% of the permanent disability benefit limit of indemnity. If the policy has a permanent disability limit of indemnity of 100,000 euros, we will pay an indemnity of 50,000 euros.

2.7.4 In establishing the permanent disability, we take into account only the severity and nature of your disability and not your occupation, hobbies, lifestyle, etc. When establishing the disability, we do not take into account the degree of severity of the disability as determined by the state, the loss of capacity for work or the reduction in income.

2.7.5 If you are entitled to a permanent disability benefit for more than one of the items listed in the Table of Benefits, we will add these benefits together and make sure that the total benefit does not exceed the permanent disability limit of indemnity.

2.7.6 We will not pay:

- if the disability occurs more than one year after the insured event;
- additional benefits if your condition worsens after you have been declared permanently disabled.

2.8 **Death benefit**

2.8.1 If the insured person dies as a result of an insured event, we will pay the death benefit.

2.8.2 We will not pay the death benefit if the death occurs later than three years after the insured event.

3. Where and when does the insurance apply

3.1 The insurance is valid worldwide, 24 hours a day, unless otherwise specified in the policy.

3.2 In the case of sports, insurance cover is provided without a special agreement, except in the case of competitive sports and their training or if you are participating in the sports mentioned in section 3.4. As an exception to competitive sports, the insurance cover is valid without special agreement also to participation in public sports events of walking, running or cross-country skiing (e.g. Tartu Marathon, Maijooks (Women's Run), Tallinn Marathon).

Example:

You go for a Nordic walk in the evenings to maintain your health. For such activities, it is not necessary to make a corresponding entry on the policy.

Example:

To spend your free time, you play basketball with friends on Sunday evenings. For such activities, it is not necessary to make a corresponding entry on the policy.

Example:

The child takes part in a football match as part of the school's physical education class. For such activities, it is not necessary to make a corresponding entry on the policy.

3.3 In the case of competitive sports and their training, coverage is only valid if the corresponding entry is made in the policy. Competitive sports are, for example, participation in and preparation for public sports competitions (other than walking, running, cross-country skiing public sports events), series, cup and league competitions, championships and international competitions.

Public sport is a non-professional sport practice that offers everyone the opportunity to participate regardless of age, physical fitness or skill.

Example:

You regularly attend swimming training sessions and take part in competitions within Estonia. This is a competitive sport and if you wish to be insured for the duration of your training and competition, a corresponding entry must be made in the policy.

Example:

You regularly ride a bicycle and take part in competitions within Estonia. In this case, it is also a competitive sport, and a corresponding entry must be made in the policy.

3.4 The insurance cover does not apply if you participate in any of the following sports (including training and competitions): aerial sports (including bungee jumping and parachuting), boxing (including kickboxing, Thai boxing, etc.), mixed martial arts (MMA), alpinism, rock climbing and other forms of mountaineering (excluding trekking), speed and downhill skiing, alpine skiing on slopes without tracks or outside ski runs, rafting.

3.5 When working in a high-risk occupation, the insurance cover is only valid if the corresponding entry is made in the policy, except for the activities/occupations mentioned in section 3.6.

High-risk occupations are: car, lorry and bus driver, construction worker, electrician, metal worker (e.g. welder, turner), farmer, farm worker, livestock farmer, forest worker, arborist, mechanic, timber processor (including joiner, carpenter), operational staff (including police officer, assistant police officer, rescue worker, firefighter, ambulance worker, etc.), chimney sweeper or other occupations at great heights, diver, miner or other mining worker, professional athlete, ship crew member, border guard, security guard, prison guard, cash-in-transit guard, stunt performer, circus performer, explosives handler (e.g. EOD technician), crude oil producer (e.g. on an oil rig).

3.6 The insurance cover does not apply if you are in any aircraft as a member of the crew of that aircraft (for example, as a pilot, flight attendant), if you perform high-risk tasks in the armed forces, participate in military exercises or drills, are in compulsory or active service, are on a military mission.

4. What is the sum insured

The sum insured is the maximum amount payable per one insured person and insured event. The sum insured is the limit of indemnity for each insured person's permanent disability.

5. What are the principles of compensation

5.1 **Procedure for payment of insurance indemnity**

5.1.1 An insurance indemnity is the amount of money we pay out after an insured event. The amount of the indemnity per claim depends on the injury you suffer as a result of the insured event, the limits of indemnity specified in the policy and the sum insured.

5.1.2 We will pay you a daily allowance, trauma benefit and/or permanent disability benefit. We will reimburse the medical expenses directly to the institution or to you if you have already paid the bills submitted by the institution. We will pay a death benefit to the beneficiary.

5.1.3 A beneficiary is the person specified on the policy with the written consent of the insured. If a beneficiary is not named or the insured is under 18 years of age, we will pay the death benefit to the insured person's heir(s). If there is a named beneficiary on the policy but the insured has not given written consent, we will pay the death benefit to the insured person's heir(s).

5.1.4 We reserve the right to offset any outstanding premiums against our obligation to fulfil the insurance contract until the end of the insurance period.

5.1.5 We will deduct from the death benefit any insurance indemnities previously paid in respect of the same insured event. If the insurance indemnity previously paid is higher than the death indemnity, we will not recover the insurance indemnity already paid.

5.1.6 We deduct from the permanent disability benefit indemnities previously paid for the bodily injury that was the basis for the permanent disability. If the insurance indemnity previously paid is higher than the permanent disability benefit, we will not recover the insurance indemnity already paid.

5.2 **Circumstances affecting the insurance risk**

We will not pay insurance indemnity, either in part or in full, if:

5.2.1 if the occurrence or consequences of the insured event were influenced by preceding and/or pre-existing illnesses or injuries, or if the period of treatment was not medically justified;

5.2.2 you have not complied with the safety requirement described in section 5.4 and there is a causal link between the non-compliance and the insured event or the amount of damage caused by the insured event;

5.2.3 you have not followed the instructions in section 5.5 and failure to follow the instructions will have an impact on the identification of the insured event or our obligation to perform.

5.3 **In what cases does insurance cover not apply (exclusions)**

We will not pay the benefit in the following cases:

5.3.1 events to which the insurance cover does not extend in accordance with the General Terms and Conditions of ERGO Insurance Services (general exclusion clauses);

5.3.2 events described for each type of insurance benefit as event for which we do not pay the benefit;

5.3.3 events which are caused by stroke, epilepsy or other seizure events;

5.3.4 bodily injury due to treatment, including surgical treatment (e.g. error in treatment);

5.3.5 injury resulting from vaccination;

5.3.6 infectious diseases (e.g., diseases caused by viruses, bacteria), except infections spread by wounds acquired during the insured event (e.g. tetanus, rabies);

5.3.7 HIV or AIDS, hepatitis B or C;

5.3.8 events which are caused by tick-borne infections such as Lyme disease, tick-borne encephalitis;

5.3.9 medical conditions such as those arising from normal movement, repeated movements, lifting heavy objects, overstraining, overexertion, forced posture (including dorsalgia, radiculopathy, vertebral disc prolapse, joint wear and tear);

5.3.10 injuries caused by degenerative changes;

5.3.11 changes to the curvature of the spine, hemorrhage of internal organs or the brain, lower body or groin injuries caused by lifting weights, except when these are due to an insured event;

5.3.12 poisoning caused by voluntary intake of solid substances or liquids (alcohol poisoning or poisoning by any narcotic drug, food poisoning, salmonellosis, dysentery, etc.);

5.3.13 mental illness or medically diagnosed mental disorders and associated injuries;

5.3.14 attempted suicide or suicide;

5.3.15 events which occurred during a stay as a prisoner in a detention facility.

5.4 **Safety requirements for damage prevention**

Make every effort to prevent a possible insured event and reduce the damage:

- before exercise, do a light warm-up to prepare the muscles for the physical effort and finish with a stretch. Stretching correctly will help your muscles to recover and improve your performance. Allow yourself plenty of time to rest between workouts;
- when you are at work, follow the safety requirements of your job and contribute to a safe working environment;
- teach your child to recognize and avoid hazards and to behave correctly in dangerous situations;
- use a ladder on which you can lean firmly with two feet and hold on with at least one hand at all times. It must also be possible to hold the ladder firmly when carrying something on it. Avoid hanging over the sides of the ladder;
- when in traffic, be aware of your surroundings and follow road safety rules, e.g., wear a reflector when it is dark;
- wear a helmet when cycling and be sure to turn on your bike's front and rear lights when it is dark so that you are clearly visible to other road users;
- make sure that the electrical equipment and cables you use are intact. It is recommended that old electrical equipment and wires be replaced or checked by a specialist. Always follow the instructions supplied by the manufacturer when using electrical equipment. Do not use electrical appliances such as hairdryers, shavers, etc. when wet, in the shower, bath or standing on a wet surface;
- when swimming, be aware of your health status (e.g., fatigue) and your swimming ability, other environmental conditions and, if necessary, go swimming with a companion who can help or call for help, if necessary. When diving headfirst into the water, be confident and make sure to do so safely;
- in the event of a fire in the building, immediately leave the building using the means of escape provided for that purpose. When exiting a smoky room, keep yourself as low as possible as there is more clean air. Protect your respiratory tract against toxic combustion gases with cloth moistened with water. If you cannot exit the building, preferably move into a room with a window and line the edges of the door to prevent smoke from getting into the room. Make yourself heard and wait for the rescuers to arrive;
- when using flammable liquids and various chemicals, avoid contact with the eyes, skin or clothing and keep them out of the reach of children. If swallowed, contact a poison centre or your doctor immediately.

5.5 **Actions in the event of loss or damage**

In the case of an insured event, you are obliged to do the following:

- contact a physician as soon as possible, follow the physician's instructions and do everything in your power to prevent further injury;
- inform us as soon as possible and provide details of the incident and estimated and the estimated duration of treatment, and follow any further instructions of our representative;
- at our request, undergo medical examinations accepted by us;
- report the incident to the police immediately if the bodily injury was caused by a third person;
- the burden of proving that the insured event occurred lies with you, the insured or the beneficiary.

Annex No. 1 TABLE OF ACCIDENT INSURANCE TRAUMA BENEFIT AND PERMANENT DISABILITY BENEFIT

	% to be paid out specified in the insurance contract	
INJURY	from the trauma benefit limit of indemnity	from the permanent disability limit of indemnity
Cranial injuries		
1. Cranial bone fractures		
1) cranial vault fracture	10	
2) cranial base fracture	15	
3) fracture of the cranial vault and base	20	
2. Intracranial injuries		
1) commotio cerebri, i.e., cerebral concussion	2	
2) contusio cerebri, i.e., cerebral contusion, epidural hemorrhage	10	
3) subdural and/or subarachnoid post-traumatic hemorrhage	15	
3. Damages to the head, spinal cord, and peripheral nervous system		
1) contusion of the spinal cord	7	
2) post-traumatic epilepsy	15	
3) monoparesis (upper, lower)		30
4) hemiparesis and/or paraparesis		40
5) tetraparesis, loss of coordination, dementia		70
6) monoplegia		60
7) hemiplegia, paraplegia, or tetraplegia, decorticate posture		100
8) pelvic organ dysfunctions, depending on the organ and the extent of the dysfunction, added up to a maximum of		70
4. Permanent cranial nerve palsy		10
5. Traumatic plexopathy	10	
6. Peripheral nerve transection syndrome		
1) radial, ulnar or median nerve transection at the level of the forearm and/or wrist; tibial, fibular nerve transection at the level of the shin and/or ankle joint		10
2) transection of two or more nerves at the level specified in the previous item		20
3) transection of a single nerve at the level of the humerus or the thigh		25
4) transection of two or more nerves at the level specified in the previous item		40
Organs of vision		
7. Paralysis of accommodation of one eye		15
8. Hemianopsia (narrowing of the visual field of one eye by half), traumatic strabismus due to eye muscle injury, ptosis, diplopia, concentric narrowing of the visual field		15
9. Pulsatile proptosis of one eye		20
10. Tear duct obstruction in one eye	10	
11. Following trauma to the eye		
1) conjunctivitis, keratitis, iridocyclitis, chorioretinopathy	5	
2) defect of the iris, lens luxation, eyelid inversion, unremoved foreign bodies in the eyeball	10	
12. Wounds penetrating eye layers, 1st-2nd grade burns (corrosion), hemophthalmia without loss of visual acuity	5	

13. Loss of vision (in the case of a previous loss of vision, we will calculate the indemnity in accordance with item 16)		
1) complete loss of vision in one eye		50
2) complete loss of vision in the only eye		100
14. Removal of the eyeball (enucleation)	10	
15. Orbital fracture	10	
16. Loss of visual acuity according to the table of reduced visual acuity	see table	
Note: We will determine the extent of damage to the organs of vision 3 months after the insured event, on the basis of a medical certificate completed at the follow-up visit.		

Organs of hearing		
17. Absence of an auricle		
1) change in the external shape of the auricle by at least half as a result of trauma		10
2) complete absence		20
18. Decrease in auditory acuity in one ear		
1) 60 – 89 dB	5	
2) 90 dB or more		10
3) deafness in one ear		20
4) deafness in both ears		50
Note: We will determine the decrease in auditory acuity audiometrically 3 months after the insured event.		
19. Traumatic rupture of a one tympanic membrane (without a decrease in auditory acuity)	5	

Respiratory organs		
20. Fracture of the nasal bone, anterior wall of the frontal and paranasal sinus	3	
21. Lung injury, subcutaneous emphysema, hemo-, pneumothorax, exudative pleurisy, foreign body in the chest cavity, pneumonia (except hypostatic or post-operative)		
1) unilateral	5	
2) bilateral	10	
22. Due to trauma		
1) removal of a lung lobe or partial lung resection		20
2) removal of one lung		35
23. Fracture of the sternum	5	
24. Radiologically verified fracture of one rib	2	
25. Performed due to trauma (not included in addition to section 22)		
1) thoracoscopy, thoracentesis	5	
2) thoracotomy	10	
26. Injuries to the larynx, windpipe (trachea), bronchoscopy, tracheotomy	5	
27. Injuries to the larynx, windpipe with continuous need for a tracheostomy tube		20

Cardiovascular system		
28. Injuries to the heart, pericardium and major blood vessels	25	
1) following an injury to the heart, pericardium, major and peripheral blood vessels		
a) heart failure, class III according to the NYHA 1964 classification	20	
b) heart failure, class IV according to the NYHA 1964 classification	25	

Gastrointestinal tract		
29. Fracture, dislocation of the zygomatic bone, maxilla, mandible (see item 95)		
1) of one bone	5	
2) of several bones, multiple fracture	10	

30. Tongue injuries (amputation)		
1) in the distal third (distal 1/3)		15
2) in the middle third (distal 2/3)		30
3) in full		60
31. Injuries to the pharynx, esophagus, stomach, intestines (wound, rupture, corrosion), esophagoscopy and gastroscopy	5	
32. Following trauma to the esophagus		
1) narrowing (permeable for liquid food)		40
2) obstruction (gastrostomy)		60
33. Following injury		
1) narrowing of the stomach, intestines, anus due to scarring	15	
2) adhesive disease	25	
3) intestinal, intestinal-vaginal, intestinal-pancreatic fistula	50	
4) colostomy		75
34. Injuries or damage to the live following acute random intoxication		
1) serum hepatitis resulting from trauma treatment	5	
2) liver failure	10	
35. Due to trauma		
1) liver subcapsular rupture, without surgery, diagnosed based on a CT or US	5	
2) suturing of liver rupture	10	
3) peritonitis from a gallbladder rupture	15	
4) partial removal of the liver (resection)		15
36. Spleen injuries		
1) subcapsular rupture, without surgery, diagnosed based on a CT or US	5	
2) removal of the spleen		8
37. Following injury to the gastrointestinal tract		
1) stomach, pancreatic, intestinal suturing	15	
2) pancreatic pseudofistula	20	
3) resection of the stomach, intestine, pancreas	30	
4) removal of the stomach		60
38. Diagnostics due to abdominal injury (not taken into account in addition to items 31 – 37)		
1) laparoscopy (laparocentesis)	5	
2) laparotomy	10	
Note: Items 31 – 34 must be diagnosed either endoscopically, laparoscopically or via laparotomy.		

Excretory and reproductive system		
39. Renal injuries		
1) subcapsular rupture, without surgery, diagnosed based on a CT or US	5	
2) renal suturing	10	
3) partial removal of a kidney		5
4) removal of one kidney		10
40. Following injury to the urinary tract		
1) reduction in bladder volume		10
2) toxic glomerulonephritis, urinary tract narrowing		25
3) traumatic toxicosis, crush syndrome, chronic renal failure		30
4) urinary tract obstruction, genitourinary fistula		40

41. Urinary tract surgeries		
1) epicystostomy	5	
2) urinary tract suturing, lumbotomy	10	
42. Injuries to the genitourinary organs		
1) wounds, ruptures, burns, freezing	5	
43. Due to trauma		
1) removal of one testicle, ovary, Fallopian tube	15	
2) removal of both testicles, part of the penis, both ovaries, Fallopian tube		30
3) removal of the uterus		
a) for the insured up to the age of 40		50
b) for the insured over the age of 40		10
4) removal of the penis and both testicles		50

Soft tissues		
44. Cosmetic defects caused by scars on the face and the front part of the neck		
1) pronounced (not significantly altering the shape of the face), scars with a surface area of more than 1 cm²	1-10	
2) very pronounced (significantly altering the shape of the face)	30	
3) complete facial deformation (mask-like face)	70	
45. Burn scars on the body with severe keloids		
1) 1 – 2% of body surface	10	
2) 3 – 4% of body surface	15	
3) 5 – 6% of body surface	20	
4) 7 – 8% of body surface	25	
5) 9 – 10% of body surface	30	
6) over 10% of body surface	35	
Note: We will determine the extent of the soft tissue damage 3 months after the insured event. In the case of an injury as specified in item 44(1), every 1 cm² of scar will entitle you to 1% of the trauma benefit, up to a maximum of 10%.		

Vertebral column		
46. Fracture of vertebral bodies, arches, articular processes		
1) on 1 vertebra	5	
2) on 2 vertebrae	10	
3) on 3 – 5 vertebrae	25	
47. Fracture of one transverse or spinous process	3	
48. Fracture of the sacrum	10	
49. Fracture of the coccyx, dislocation (see item 95)	5	
50. Complete immobility of the cervical vertebrae as a result of fracture		25

Scapula and clavicle		
51. Fracture of the scapula, clavicle, rupture of acromioclavicular, sternoclavicular junction		
1) fracture of one bone, rupture of one junction	5	
2) fracture of two bones with rupture of one junction	10	
3) complete rupture of two junctions, complete rupture of two junctions with dislocation or fracture of one bone or one bone fracture and dislocation, fracture of two bones with rupture of one junction and dislocation	15	
4) clavicle pseudoarthrosis	10	

Shoulder joint		
52. Injuries to the shoulder joint		
1) tearing fracture of bone fragments, dislocation (see item 95)	5	
2) fracture of two bones, shoulder blade fracture with dislocation of shoulder joint, rupture of tendons and/or articular capsule verified by examinations	10	
3) fracture of the head, surgical or anatomical neck of humerus, fracture of the glenoid fossa, fracture of the humerus with dislocation	15	
4) multiple fragmented fracture of the humerus in the shoulder joint	20	
53. Following injury to the shoulder girdle		
1) ankylosis of the shoulder joint in good position (abduction 25 – 40 degrees, flexion 20 – 30 degrees, internal rotation 25 – 30 degrees)		20
2) ankylosis of the shoulder joint in bad position		30
3) shoulder joint contraction		
a) mild (raises the arm forward up to 120 degrees)	5	
b) moderate severity (raises the arm forward up to 90 degrees)	10	
c) severe (raises the arm forwards up to 45 degrees)	20	
(d) abduction (0 to 45 degrees)	10	
Note: We will assess the shoulder joint contracture at the end of active rehabilitation.		
54. Humerus fracture		
1) diaphyseal fracture	15	
2) multiple fracture	20	
3) post-fracture pseudoarthrosis		30
55. Amputation of the upper arm		
1) exarticulation at the shoulder joint		80
2) in any part of the humerus		75
3) traumatic amputation of the only upper limb		100

Elbow joint and forearm		
56. Injuries to the elbow joint		
1) tearing fracture of bone fragments (including epicondyle), fracture of the radius or ulna in the joint, dislocation of a single bone (see item 95), luxation of the elbow joint	5	
2) fracture of the radius and ulna in the joint, dislocation of both bones (see item 95)	10	
3) fracture of the radius and ulna in the distal metaphysis	15	
4) fracture of the humerus with fracture of the radius and ulna	20	
57. Following injury to the elbow joint		
1) ankylosis of the elbow joint		
a) in an optimal position 90 – 110 degrees		10
b) in maximum pronation added up to		15
c) in maximum supination added up to		20
NB! Optimal pronation is considered to be 10 – 20 degrees		
2) "rattling" or unstable joint (from resection of joint surfaces)		20
3) elbow joint contracture with preserved supination - pronation		
a) mild (flexion 50 – 60 degrees, extension 160 – 175 degrees)	10	
b) moderate severity (flexion 65 – 90 degrees, extension 140 – 155 degrees)	20	
c) severe (flexion more than 90 degrees, extension less than 140 degrees)	25	
Note: We will assess the elbow joint contracture at the end of active rehabilitation.		
58. Fracture of the forearm bones		
1) fracture of one bone	5	
2) fracture of two bones, multiple fracture of one bone	10	

59. Pseudoarthrosis		
1) on one bone	10	
2) on two bones	25	
60. Traumatic amputation of the forearm		
1) exarticulation in the elbow joint		70
2) amputation of the forearm at any level		60
3) traumatic amputation of the only limb at the level of the forearm		100
61. Injuries to the carpal joint		
1) tearing fracture of bone chip(s), fracture of the styloid process, fracture of one bone, dislocation of the head of the ulna, (see item 95), fracture of the radius in typical location (in loco typica)	5	
2) fracture of two or more bones in the carpal joint	10	
3) perilunar dislocation	15	
62. Ankylosis of the carpal joint		
1) in good position (20 degrees of flexion to 20 degrees of extension)		15
2) in a bad position		25
63. Contracture of the carpal joint		
1) mild (55 degrees and more of extension-flexion range of motion)	5	
2) moderate severity (flexion-extension range of motion 40 – 50 degrees)	10	
3) severe (range of motion 20 – 35 degrees)	15	
Note: We will assess the contracture of the carpal joint at the end of active rehabilitation.		
64. Injuries to the carpal, metacarpal bones		
1) fracture of one bone (except the scaphoid)	5	
2) fracture of two or more bones	10	
3) fracture of the scaphoid bone	8	
4) dislocation of the wrist (see item 95), dislocation fracture, wrist joint instability from due to ligament injury	10	
65. Following injury		
1) scaphoid bone pseudoarthrosis	12	
2) traumatic amputation of all fingers or the hand		55
3) traumatic amputation of the only hand		100

Thumb		
66. Injury to the thumb		
1) rupture of the extensor ligament	3	
2) fracture of the phalanges, dislocation (see item 95), rupture of the flexor ligament, tendon, joint or bony panaritium	5	
67. Following injury to the thumb		
1) ankylosis of one joint		5
2) ankylosis of two joints		10
68. Amputation of the thumb		
1) at the level of the distal phalanx		8
2) from the interphalangeal joint		15
3) from the proximal phalanx or the metacarpophalangeal joint		20
4) together with the I metacarpal bone		25

II-III-IV-V finger		
69. Fracture of one or more distal, middle or proximal phalanges, dislocation (see item 95), rupture of the flexor or extensor ligament, joint, tendon or bony panaritium	3	

70. Following injury to the fingers		
1) ankylosis of one joint		5
2) for each successive joint there additional		2
71. Amputation of the index finger		
1) from the distal phalanx		5
2) from the intermediate phalanx		7
3) from the proximal joint		10
4) with a metacarpal bone		15
72. Amputation of III, IV, V fingers		
1) from the distal phalanx		2
2) from the intermediate phalanx		3
3) from the proximal joint		5
4) with a metacarpal bone		10

Pelvis, hip joint		
73. Injuries to the pelvis		
1) fracture of one bone	5	
2) fracture of two bones, multiple fracture of one bone, rupture of one junction	10	
3) fracture of three or more bones, rupture of two or more junctions	15	
4) hemipelvectomy as a result of trauma		75
74. Injuries to the hip joint		
1) tear fractures of bone fragments	5	
2) isolated fracture of trochanter(s)	10	
3) dislocation of the hip joint	15	
4) fracture of the femoral head, neck, proximal end, fracture of the acetabulum	25	
75. Following injury to the hip joint		
1) ankylosis		
a) in a good position (30 degrees of flexion, 0 – 5 degrees of adduction, 10 – 15 degrees of external rotation)		25
b) in a bad position		35
2) mild contracture (range of motion up to 90 degrees from the position of extension)	10	
3) contracture of moderate severity (range of motion up to 60 degrees from the position of extension)	15	
4) severe contracture (range of motion up to 30 degrees from the position of extension)	20	
5) femoral neck pseudoarthrosis	15	
Note: We will assess the contracture of the hip joint at the end of active rehabilitation.		

Thigh		
76. Sartorius tear	5	
77. Fracture of the femur		
1) in the diaphysis	25	
2) multiple fracture	30	
78. Fracture of the femur followed by pseudoarthrosis		25
79. Traumatic amputation of the thigh		
1) on one limb from the hip joint, the upper third of the thigh		70
2) the middle or lower third of the thigh		60
3) on the only limb		100

Knee joint		
80. Injuries to the knee joint		
1) surgically verified fresh meniscus tear	3	
2) fracture of bone fragments, fracture of the head of the fibula, fracture of the sacroiliac ligament, rupture of the cruciate ligament verified during surgery and/or examination	5	
3) fracture of the patella, the intercondylar area of the tibia, condyles, proximal metaphysis of the tibia	10	
4) fracture of tibia, proximal metaphysis with fracture of the head of the fibula	15	
5) fracture of femoral epicondyle (condyles), dislocation of the tibia (see item95)	20	
6) fracture of the distal metaphysis of the femur	25	
7) fracture of the distal metaphysis of the femur and proximal metaphysis of the tibia, fracture of the head of the tibia	30	
81. Following injury to the knee joint		
1) ankylosis of the joint in a good position (0 – 15 degrees of flexion)		10
2) ankylosis of the joint in a bad position		20
3) mild contracture (range of motion up to 90 degrees from the position of extension)	10	
4) contracture of moderate severity (range of motion up to 60 degrees from the position of extension)	20	
5) severe contracture (range of motion up to 30 degrees from the position of extension)	30	
Note: We will assess the contracture of the knee joint at the end of active rehabilitation.		

Shin		
82. Fracture of the diaphysis of the shin bones		
1) fracture of the fibula, tearing of bone fragments	5	
2) fracture of the tibia, multiple fracture of the fibula	10	
3) fracture of the tibia and fibula, multiple fracture of the tibia	15	
83. Pseudoarthrosis following fracture of the shin bones		
1) of the tibia	10	
2) of the fibula and tibia	15	
84. Traumatic amputation of the shin		
1) at any level		45
2) exarticulation from the knee joint		50
3) in the case of only one limb		100

Ankle joint		
85. Injury to the ankle joint		
1) fracture of one malleolus, rupture of the tibiofibular syndesmosis	5	
2) bimalleolar fracture, fracture of one malleolus and the tibial rim	10	
3) fracture of both malleoli and the tibial rim	15	
4) ankle injury requiring fixation (fixation for more than 3 weeks)	2	
86. Following injury to the ankle joint		
1) ankylosis in a good position (0 degrees of plantar flexion to 10 degrees of dorsiflexion)		15
2) ankylosis in a bad position		25
3) contracture of the upper ankle joint with less than 15 degrees range of motion		10
4) exarticulation of the upper ankle joint		40
Note: We will assess the contracture of the ankle joint at the end of active rehabilitation.		
87. Rupture of the Achilles tendon	10	

Feet		
88. Injuries to the feet		
1) fracture of one bone (except calcaneus and ankle bone), dislocation (see item 95)	5	
2) fracture of the calcaneus, of the ankle bone, of two or more metatarsal bones	10	
89. Following injury to the feet		
1) ankylosis of the lower ankle joint		10
2) amputation from all metatarsophalangeal joints		10
3) amputation at the level of the metatarsal, tarsal bones		15
4) loss of the foot either from the Lisfranc or Chopart joint		25

Toes		
90. Fracture of one or more distal, intermediate or proximal phalanges		
1) on one to two toes	2	
2) on three to five toes	5	
91. Traumatic amputation		
1) from the distal phalanx of the big toe		3
2) from the proximal joint of the big toe		5
3) loss of every II-V toe (amputation from the proximal phalanx)		2
92. Osteomyelitis as a complication of open fractures	10	

Other injuries		
93. Traumatic, anaphylactic, hemorrhagic shock, burn shock with toxemia	10	
94. Random acute poisoning by chemicals and phytotoxins (poisonous fungi, berries, plants), snake bite, carbon monoxide poisoning and electrical trauma		
1) hospitalization for 5 – 10 days	5	
2) hospitalization for 11 – 20 days	10	
3) hospitalization for more than 20 days	15	
95. Dislocations form 50% of the percentages in the table. We do not take into account habitual dislocations as an insured event.		
96. Partial amputations represent 50% of the percentage shown in the table.		

TABLE OF REDUCED VISUAL ACUITY

Annex to item 16

Visual acuity before trauma	Visual acuity after trauma	% of the payout trauma benefit limit of indemnity
1.0 – 0.8	0.7	3
	0.6	5
	0.5	10
	0.4	10
	0.3	15
	0.2	20
	0.1	25
	below 0.1	35
	0.0	50

0,7	0.6	3
	0.5	5
	0.4	10
	0.3	10
	0.2	15
	0.1	20
	below 0.1	30
	0.0	40
0,6	0.5	3
	0.4	5
	0.3	10
	0.2	10
	0.1	15
	below 0.1	20
	0.0	25
0,5	0.4	5
	0.3	5
	0.2	10
	0.1	10
	below 0.1	15
	0.0	20
0,4	0.3	5
	0.2	5
	0.1	10
	below 0.1	15
	0.0	20
0,3	0.2	5
	0.1	5
	below 0.1	10
	0.0	20
0,2	0.1	5
	below 0.1	10
	0.0	20
0,1	below 0.1	10
	0.0	20
Below 0.1	0.0	20