GENERAL TERMS AND CONDITIONS OF INTERNATIONAL TRAVEL INSURANCE

# FOR KEY CUSTOMERS LUX MED GROUP

# GENERAL TERMS AND CONDITIONS OF INTERNATIONAL TRAVEL INSURANCE FOR KEY CUSTOMERS OF THE LUX MED GROUP.

The table below sets out the information referred to in Article 17(1) of the Act of 11 September 2015 on insurance and reinsurance activities:

| TYPE OF INFORMATION | NUMBER OF THE SECTION IN THE MODEL CONTRACT |
|---|---|
| CONDITIONS FOR THE PAYMENT OF COMPENSATION AND OTHER BENEFITS | §1(4)<br>§3(2)<br>§4<br>§5<br>§6<br>§7.<br>§13.<br>§14(1), (2), (4)<br>§15, paragraphs 2, 3, 5, 6, 7, 8 and 10<br>§16, paragraphs 1 and 2<br>§17. paragraphs 3, 4 and 5<br>§18.<br>subject to the definitions of terms set out in §2 |
| LIMITATIONS AND EXCLUSIONS OF THE INSURANCE COMPANY'S LIABILITY ENTITLING IT TO REFUSE TO PAY COMPENSATION AND OTHER BENEFITS OR TO REDUCE SUCH PAYMENTS | §1, para. 4<br>§3, paragraphs 4–6<br>§4, paragraphs 1 and 2<br>§5(1), (2), (3), (5)-(10)<br>§6(1), (4), (5), (6), (7)<br>§7(1), (3)–(6)<br>§8.<br>§9<br>§10<br>§11<br>§12<br>§13, paragraphs 2, 3 and 8.<br>§14, para. 3<br>§15(1), (11)<br>§16, paragraphs 3 and 4<br>§17, paragraphs 1, 2 and 6<br>subject to the definitions of terms set out in §2. |

## §1. PRELIMINARY PROVISIONS

1. Pursuant to these General Terms and Conditions of Overseas Travel Insurance for Key Clients of the LUX MED Group, hereinafter referred to as the GTC, the Insurer provides the Insured Persons with an insurance package comprising the following cover during their overseas trips:
   1) Medical expenses and assistance during overseas travel – assistance (KLA),
   2) Accident cover (NNW),
   3) Travel luggage (BP),
   4) Personal liability in private life (OC).

2. Insurance cover under these General Terms and Conditions of Insurance shall be provided to Key Clients of the LUX MED Group who are nominated for insurance by the Policyholder or who submit a declaration of intent to the Policyholder or the Insurer to take out insurance and are accepted by the Policyholder. In accordance with the Policyholder's instructions, the Insured Persons are covered under insurance option I, II, III or IV.

3. The Policyholder is obliged to provide the Key Client of the LUX MED Group, prior to the Key Client's enrolment in the insurance scheme, with the the General Terms and Conditions of Insurance, together with the index and the Insurer's Privacy Policy, before the LUX MED Group Key Client takes out the insurance, including the 'Table of Percentage Assessment of Permanent Health Impairment Resulting from an Accident' (Appendix 1 to the General Terms and Conditions). This information must be provided in writing or, if the person concerned consents, on another durable medium.

4. Insurance cover is provided throughout the world, excluding the territory of the Republic of Poland and the Insured's country of residence, provided that the Insured's single stay outside the Republic of Poland or the Insured's country of residence (foreign travel) does not exceed 180 days.

5. The scope of insurance cover is confirmed by the Insurer in the Certificate.

## §2. DEFINITIONS

The terms used in these General Terms and Conditions of Insurance shall have the following meanings:

1) **Acts of terrorism** – illegal actions organised for ideological or political reasons, whether carried out by individuals or groups, directed against persons or property with the aim of causing chaos, intimidating the population or disrupting public life through the use of violence, or directed against society with the intention of intimidating it in order to achieve political or social objectives;

2) **Active or passive participation in Hostilities or Acts of Terrorism** – the Insured's involvement in events occurring in areas affected by Hostilities or Acts of Terrorism, as a party to the conflict, or the Insured's activities involving the supply or transport of systems, equipment, devices, vehicles, weapons or other materials used during hostilities or acts of terrorism, or the Insured's deliberate travel to areas affected by hostilities or acts of terrorism;

3) **Amateur high-risk sports** – activities undertaken for the purposes of recreation or leisure, including the amateur practice of the following sports: motor sports (involving road vehicles powered by internal combustion engines, jet engines, turbine or rocket engines, as well as riding a quad bike or snowmobile), motorboating (involving the use of watercraft powered by internal combustion, jet, turbine or rocket engines, as well as riding a jet ski), and air sports (including gliding, ballooning, parachuting, hang-gliding, paragliding, motorised hang-gliding and all their variants, as well as the practice of any disciplines involving movement through the air), caving, mountain or rock climbing using safety or belay equipment or requiring the use of such equipment, rafting and all its variants, heliskiing, heliboarding, bungee jumping, signum polonicum, active participation in historical re-enactments, as well as participation in survival expeditions or expeditions to locations characterised by extreme climatic or natural conditions, such as deserts, the bush, subpolar regions, jungle, participation in expeditions to high mountains (above 5,500 m above sea level) or requiring the use of safety or belay equipment, and in expeditions to mountains, glacial or snow-covered terrain; sporting activities undertaken as part of events organised by the employer are not considered to be the amateur pursuit of high-risk sports;

4) **Direct lightning strike** – an atmospheric discharge striking travel luggage, in accordance with § 6(3)(1), leaving traces of the event;

5) **Biological pathogen** – cellular microorganisms capable of causing disease symptoms, or products produced by them, external
and internal human parasites or the products they produce, non-cellular particles capable of replication or of transmitting genetic material, including genetically modified cell cultures or the products they produce;

6) **Brawl** – a physical confrontation between at least three people, each of whom attacks and defends themselves, involving a serious degree of violence posing a risk of loss of human life or of serious or moderate bodily harm;

7) **Certificate** – confirmation that the Insured is covered by insurance and of the scope of the insurance cover provided by the Insurer, issued to the Insured by the Insurer;

8) **Illness** – the body's reaction to a pathogenic agent or in connection with the occurrence of an Accident, leading to functional disorders or organic changes in tissues, organs, systems or the entire body;

9) **Chronic illness** – a medical condition diagnosed prior to the commencement of the insurance contract, characterised by slow progression and a long-term course; illnesses that are treated on an ongoing or intermittent basis as outpatients, or which have resulted in hospitalisation within the 12 months prior to the commencement of the insurance contract;

10) **Mental illness** – an illness classified in the International Statistical Classification of Diseases and Related Health Problems (ICD-10) as a mental disorder or behavioural disorder (F00–F99);

11) **Infectious disease** – a disease caused by a biological pathogen;

12) **Family member** – spouse, biological or adopted children;

13) **Working day** – any day of the week from Monday to Friday, excluding public holidays;

14) **Hostilities** – organised operations involving land, sea or air forces, resulting from an armed conflict between states, nations or social groups;

15) **Acting under the influence of alcohol** – acting whilst in a state where the alcohol content in the body is, or leads to:

    a) a blood alcohol concentration of over 0.5‰

    or

    b) a concentration of more than 0.25 mg of alcohol per 1 $dm^3$ in exhaled air;

16) Force majeure – an external event that is impossible to predict (which also includes a negligible probability of its occurrence in a given situation) and impossible to prevent despite the exercise of due care;

17) Epidemic – the occurrence in a given area of infections or cases of an infectious disease in numbers significantly higher than in the preceding period, or the occurrence of infections or infectious diseases not previously present. The condition for recognising these events as an epidemic is that they must be declared as such by the competent public authorities or the World Health Organisation (WHO);

18) Excess – a contractually agreed amount, meaning that in personal liability insurance, any compensation (benefit) is reduced by this amount, but by no more than the value of the compensation (benefit);

19) Hail – atmospheric precipitation consisting of ice pellets;

20) Hospitalisation – the Insured's uninterrupted stay in hospital resulting from an Insured Event, lasting longer than one day; for the purposes of these General Terms and Conditions, a day of hospitalisation means a calendar day on which the Insured Person was in hospital, regardless of the duration of their stay on that day, with the first day being the day of registration in the main register and the last day being the day of discharge from hospital;

21) Hurricane – winds with a speed of not less than 24 m/s, as determined by the Institute of Meteorology and Water Management (IMGW), the effects of which cause widespread damage. Where it is not possible to obtain an opinion from the IMGW, the occurrence of a hurricane shall be determined on the basis of the actual circumstances and the extent of the damage at the site where it occurred or in the immediate vicinity;

22) War or Act of Terrorism Clause – a contractual provision stipulating that the medical expenses and travel assistance referred to in § 4(2)(1)(h) of these General Terms and Conditions arising as a result of Acts of War or Acts of Terrorism occurring whilst the Insured is outside the Republic of Poland and the Insured's country of residence, the Insurer shall be liable for a period not exceeding seven days from the date on which the Acts of War or Acts of Terrorism commenced;

23) Key Client of the LUX MED Group – a natural person using medical services provided by the Policyholder under contracts concluded by the Policyholder with natural persons, legal persons or entities without legal personality to which the law grants legal capacity;

24) Theft – an act prohibited by the law in force in the country where the Insured is staying during a trip abroad, consisting of the misappropriation of another person's movable property against the owner's will;

25) Burglary – an act prohibited by the law in force in the country where the Insured is staying during a trip abroad, consisting of the misappropriation of another person's movable property against the owner's will in such a way that a security measure is breached;

26) The Insured's country of residence – the country in which the Insured has resided continuously for a period of at least one year and in which their personal and professional life is centred; A country of residence is not a country in which a person is staying for the purpose of education or to which they have been seconded for work; a short-term trip (lasting no longer than 60 days) for tourism or to visit family members or friends is not considered an interruption of residence in the country; where it is not possible to determine the country of residence on the basis of the first sentence, the country of residence shall be deemed to be the country of which the Insured Person is a national; where the Insured Person holds more than one nationality, the country of residence shall be deemed to be the country of which the Insured Person most recently acquired nationality;

27) Medical expenses – costs incurred outside the Republic of Poland and the Insured Person's country of residence for the provision of medical services, outpatient and inpatient treatment, dental treatment, as well as medicines and dressings necessary to restore the Insured Person's state of health to a level enabling their return or transport to the territory of the Republic of Poland or the Insured Person's country of residence. Medical costs are covered by the Insurer until such time as, in the opinion of an authorised doctor, it is possible to transport the Insured Person to the territory of the Republic of Poland or the Insured Person's country of residence, or for the Insured Person to return independently to the territory of the Republic of Poland or to the Insured Person's country of residence, but not exceeding the limits specified in § 4 of these General Terms and Conditions; costs relating to the termination of pregnancy, artificial insemination and the treatment of infertility, as well as costs associated with the consequences and complications of the aforementioned procedures, shall not be considered medical expenses within the meaning of these General Terms and Conditions;

28) Avalanche – the sudden sliding or rolling down of masses of snow, ice, earth, mud, rocks or stones from mountain or undulating slopes;

29) Authorised doctor – a doctor designated by the Insurer and authorised to request medical records of the Insured from medical institutions, as well as to carry out medical assessments;

30) Place of residence – the address of a property, building or premises within the Republic of Poland, or the Insured's country of residence, constituting the Insured's place of residence, as specified by the Insured when reporting an insured event;

31) Sudden illness – a medical condition arising suddenly which threatens the Insured's life or health and requires immediate medical assistance;

32) Accident – a sudden and accidental event which simultaneously meets all of the following criteria:

a) it is independent of the Insured's will and state of health,

b) is caused by an external, fortuitous cause which was the direct and sole cause of the event,

c) it occurred within the period defined by the start and end dates of the insurance cover provided under these General Terms and Conditions in respect of the Insured Person,

d) was the direct and sole cause of the occurrence of the event covered by the Insurer's liability,

e) the consequences of the event are directly and reasonably linked to the external cause that triggered the event;

and as a result of which the Insured suffered bodily injury, a deterioration in health or died;

33) **Accident whilst performing manual labour** – any accident related to the circumstances and activities listed in clause 60);

34) **Period of insurance cover** – the period during which the Insurer provides the Insured with insurance cover in accordance with the terms set out in these General Terms and Conditions;

35) **Landslide** – a sudden, unforeseen movement of earth masses in the ground;

36) **Pandemic** – an epidemic occurring simultaneously across more than one country or continent, declared by the competent public authorities or the World Health Organisation (WHO);

37) **Foreign travel** – the Insured's stay or movement outside the borders of the Republic of Poland or outside the borders of the Insured's country of residence;

38) **Vehicle** – a motorised means of transport designed to travel on roads, water or in the air, or a machine or device adapted for this purpose;

39) **Serious fortuitous event** – an external, unforeseeable event which cannot be prevented and which occurs independently of the Insured's will; the following are considered serious fortuitous events: burglary of a dwelling, fire, flooding of a dwelling, hurricane;

40) **Overloading** – performing a sudden movement or lifting an excessive weight, causing an effect which, when combined with the Insured's pre-existing degenerative changes, may lead to permanent impairment of health;

41) **External cause** – a factor external to the body which is the sole cause of bodily injury or impairment of health, resulting from an impact on the body:

    a) kinetic energy – causing injuries in the form of trauma, blows,

    b) thermal and electrical energy – causing injuries in the form of burns,

    c) chemical factors causing injuries in the form of burns and poisoning,

    d) acoustic factors causing injuries in the form of acoustic trauma;

42) **Flood** – the inundation of land following a rise in the water level in flowing or standing watercourses, or the inundation of land as a result of torrential rain or water running down slopes or hillsides in mountainous or undulating terrain;

43) **Fire** – the action of fire which has spread beyond a hearth or which has arisen without a hearth and has spread spontaneously;

44) **Robbery** – an act prohibited by the law in force in the country where the Insured is staying during a trip abroad, consisting of the taking of another person's movable property with the intention of appropriating it, as a result of the use of violence directly against the person in possession of the property, or as a result of a threat of immediate use of such violence, or of rendering the person unconscious or defenceless, or the use of the aforementioned means of violence immediately after the taking of the property in order to retain possession of it;

45) **Passenger car** – a motor vehicle with a maximum authorised mass not exceeding 3.5 tonnes (as stated in the registration certificate), designed to carry no more than 9 people, including the driver, and their luggage;

46) **Insurance premium** – a premium intended to cover the costs of the insurance cover provided under the Group Insurance Contract, paid by the Policyholder in accordance with the provisions of the Group Insurance Contract;

47) **Personal injury** – damage consisting of death, bodily injury or impairment of health, as well as the loss of benefits which third parties might have derived had they not suffered bodily injury, impairment of health or death;

48) **Property damage** – damage consisting of damage to, destruction of or loss of property, as well as the loss of benefits which third parties might have derived had the property not been damaged, destroyed or lost;

49) **Permanent impairment of health** – permanent physical injury or loss of health resulting in an impairment of bodily functions with no prospect of improvement, arising from an accident;

50) **Torrential** rain – rain with an intensity coefficient of at least 4, as determined by the Institute of Meteorology and Water Management (IMGW). Where it is not possible to obtain relevant information from the IMGW, the occurrence of torrential rain shall be established on the basis of a description of the facts and the extent of the damage at the place where it occurred or in the immediate vicinity;

51) **Policyholder** – LUX MED Sp. z o.o., with its registered office in Warsaw, address: ul. Szturmowa 2 (02–678) Warsaw, entered under KRS number 0000265353 in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register, with Tax Identification Number (NIP) 5272523080 and REGON number 140723603;

52) **The Insured** – a Key Client of the LUX MED Group who has been nominated for insurance by the Policyholder or who has submitted a declaration of intent to take out insurance and has been accepted by the Policyholder;

53) **Insurer** – the company trading as AWP P&C S.A., with its registered office in France, operating in Poland through AWP P&C S.A. Branch in Poland, with its registered office in Warsaw, ul. Konstruktorska 12, 02-673 Warsaw, District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division, KRS 0000189340, NIP 1070000164, REGON 01564769, with the parent company's share capital of EUR 18,510,562.50, paid up in full, pursuant to a licence granted by the French supervisory authority L'Autorité de Contrôle Prudentiel (ACPR), Banque de France;

54) **Group Insurance Contract** – a group insurance contract concluded between the Insurer and LUX MED Sp. z o.o., under which Key Clients of the LUX MED Group are covered by insurance in accordance with the terms and conditions set out in these General Terms and Conditions;

55) **Aircraft crash** – a crash or forced landing of a powered or unpowered aircraft or other flying object, as well as the fall of any parts thereof or of the cargo carried;

56) **Beneficiary** – a person named by the Insured, authorised to receive a benefit in the event of the Insured's death;

57) **Beneficiary under the Group Insurance Contract** – a person entitled to receive a benefit under these General Terms and Conditions, including the Beneficiary;

58) **Competitive sport** – regular or intensive training, whilst participating in competitions, events, fitness camps or training camps, including as part of membership of sports clubs, associations or organisations; deriving income from practising the following sports: athletics, cricket, golf, squash, swimming, tennis, table tennis, shooting, acrobatic gymnastics, artistic gymnastics, canoeing, water polo, handball, volleyball, figure skating, speed skating, dance, basketball, rowing, water skiing, fencing, ice hockey, field hockey, football, American football, baseball, rugby, air sports, equestrian sports, trekking, mountaineering, rock climbing, caving, cycling, scuba diving, diving, motor sports, powerboat sports, rafting, bungee jumping, polo, luge, bobsleigh, equestrian sports, weightlifting, wrestling, combat sports; sporting activities undertaken as part of events organised by the employer are not considered to be competitive sport;

59) **Water leakage from plumbing and drainage systems** – the escape of water or steam from pipes and fittings in water supply, drainage and central heating systems, or the backflow of water or sewage from drainage systems;

60) **Carrying out manual labour** – performing tasks and activities as part of employment or in a gainful capacity that increase the risk of injury: activities involving the use of paints, varnishes, liquid fuels or solvents, industrial or exhaust gases, hot industrial oils or industrial fluids; work carried out in a laundry, mangle, car wash, funeral parlour, transport sector, ambulance service, police, municipal police or fire service, or the armed forces (provided that the scope of cover does not include incidents relating to exercises carried out under the supervision of military authorities), security or surveillance work (regardless of whether the person carrying out the work is armed or not), work in: construction, the gas industry, the energy sector, metallurgy, mining, heavy industry, sawmills (including by business owners carrying out such activities themselves), as well as the following occupations: postman, security guard, carpenter, farmer, butcher, knitting machine operator; carrying out activities involving the use of dangerous tools: hammer drills, power saws, pneumatic hammers, chainsaws or power grinders, machine tools, cranes or work machinery, road construction machinery, carrying out any work at height and on vessels;

61) **A transport accident** – an accident occurring in land, air or water transport in which the Insured Person was involved as:

a) the driver of a motor vehicle as defined in the Road Traffic Act, a rail vehicle, a watercraft or passenger vessel, an aircraft, or as a passenger on any of the aforementioned vehicles,

b) a cyclist,

c) a pedestrian;

62) **Exacerbations and complications** of **a chronic illness** – a sudden worsening of symptoms affecting the same or a different organ or system, directly related to that illness, with an acute (rapidly progressing) course, requiring immediate medical assistance;

63) **Ground subsidence** – a lowering of the ground caused by the collapse of underground voids in the soil;

64) **Insured event** – a sudden, unforeseen and external event, independent of the will of the Policyholder and the Insured, which occurred during the Period of cover and which may give rise – in accordance with the provisions of these General Terms and Conditions of Insurance, as well as the applicable legal provisions – to an obligation on the part of the Insurer to pay a benefit.

## §3. PERIOD OF COVER AND SUM INSURED

1. The group insurance contract has been concluded for a period of 26 months.

2. The Insurer's liability in respect of Insured Persons nominated by the Policyholder under the group insurance contract prior to 1 September 2023 commences on 1 September 2023; whereas, in respect of Insured Persons who join the group insurance contract on or after 1 September 2023, commences on the first day of the calendar month following the Insured's notification of their intention to join the group insurance policy and the Policyholder's acceptance of that notification, provided that the notification is received by the Insurer by the 24th day of the preceding month; The Insurer's liability in respect of persons whose application is received by the Insurer after the 24th day of the month shall commence on the first day of the second calendar month following the date of receipt of the application.

3. The insurance cover provided by the Insurer under these General Terms and Conditions in respect of a given Insured Person shall expire, irrespective of any other provisions of these General Terms and Conditions:

   1) at the end of the day on which the Insured Person's death occurred;

   2) at the end of the day on which the Policyholder withdrew from the group insurance contract, in accordance with clause 8 of this paragraph;

   3) at the end of the month in which the Insured Person withdrew from the insurance, subject to the provisions of sub-paragraph 7 of this paragraph;

   4) on the last day of the month in which the medical subscription agreement between the Policyholder and the Insured Person or their employer was terminated;

   5) on the date on which the Policyholder fails to pay the insurance premium;

   6) on the date of termination of the Group Insurance Contract;

   7) on the date on which the sum insured is exhausted in the situations described in sub-paragraphs 4–6.

4. The Insurer's liability under the KLA insurance in respect of a single Insured Event shall cease upon the exhaustion of the sum insured specified in these General Terms and Conditions, with the exception of the benefit described in § 4(2)(2)(a) of these General Terms and Conditions.

5. The Insurer's liability under the Accident Insurance (NNW) cover in respect of a single Insured Event shall cease once the sum insured specified in these General Terms and Conditions has been exhausted.

6. The Insurer's liability under third-party liability and own damage cover shall cease once the sum insured specified in these General Terms and Conditions has been exhausted for all insured events occurring during the annual period of cover.

7. The Insured is entitled to withdraw from the Group Insurance Contract at any time during the term of the contract by submitting a written notice to the Insurer. Withdrawal from the Group Insurance Contract takes effect on the last day of the month in which the notice was submitted, provided that such notice must be submitted at least one day before the date on which it takes effect.

8. The Policyholder has the right to withdraw from the Group Insurance Contract in writing within 30 days, or – if the Policyholder is a business – within 7 days of the date on which the Group Insurance Contract was concluded. Withdrawal from the Group Insurance Contract does not release the Policyholder from the obligation to pay the insurance premium for the period during which the Insurer provided insurance cover.

## §4. SUBJECT MATTER AND SCOPE OF COVER FOR MEDICAL EXPENSES AND TRAVEL ASSISTANCE ABROAD – ASSISTANCE (KLA)

1. The subject of the insurance is medical expenses and assistance during overseas travel – as referred to in paragraph 2 – incurred as a result of a sudden illness, including a sudden illness caused by an infectious disease in connection with which an epidemic or pandemic has been declared (in particular COVID-19) or an accident during the Insured's overseas travel within the period of insurance cover, up to the equivalent of PLN 300,000 (for options I and IV) or up to the equivalent of PLN 1,000,000 (for options II and III) specified for each Insured Event, subject to the limits set out in paragraph 2.

2. Under the cover for Medical Expenses and Assistance during Overseas Travel – assistance, the Insurer guarantees:

   1) Medical assistance

      If the Insured Person has suffered an Accident or has fallen suddenly ill, the Insurer, after consulting the Insured Person, shall provide the medical care required by their state of health and shall cover the costs thereof, including:

      a) the costs of medical transport to a clinic or hospital and the organisation thereof, up to the equivalent of the amounts specified in paragraph 1,

      b) the costs of medical consultations up to the equivalent of the amounts specified in paragraph 1,

      c) the costs of medical examinations, operations, procedures and medicines and dressings prescribed by a doctor, up to the equivalent of the amounts specified in paragraph 1,

      d) the costs of hospital or outpatient treatment, as well as costs associated with organising the stay in a hospital, outpatient clinic or other medical facility, up to the equivalent of the amount specified in paragraph 1. The insurer shall select the hospital, outpatient clinic or other medical facility best suited to the Insured's state of health, book a bed, arrange transport, inform the hospital, outpatient clinic or medical facility of the terms of payment, and remain in constant contact with the hospital, outpatient clinic or medical facility,

      e) the costs of medical transport to another hospital and the organisation thereof, if the facility chosen by the Insured Person does not meet the treatment requirements appropriate to their state of health, up to the equivalent of the amounts specified in paragraph 1,

      f) The costs of dental treatment, the organisation of such treatment, as well as the costs of repairing or purchasing dental prostheses and orthodontic appliances damaged as a result of an accident, up to a total equivalent of 2,000 PLN. Assistance in this regard is limited to the provision of immediate medical assistance in connection with severe pain or the inability to perform activities related to eating and drinking independently,

      g) Medical costs related to pregnancy, but no later than up to the 32nd week of pregnancy; assistance in this regard is limited exclusively to the provision of necessary immediate medical assistance due to severe pain, up to the equivalent of the amount specified in paragraph 1,

      h) Medical costs incurred in the circumstances specified in the definition of the War or Acts of Terrorism Clause – the Insurer shall organise and cover the costs of the following services, up to the amounts specified in paragraph 1:

         a.) medical consultations;

         b.) hospitalisation;

         c.) medical transport of the Insured Person to the territory of the Republic of Poland or to the Insured Person's country of residence;

         d.) transport of the deceased's remains to the place of burial within the Republic of Poland or within the Insured's country of residence.

   2) Transport of the Insured Person to the territory of the Republic of Poland or the Insured Person's country of residence

      a) The Insurer shall organise the Insured's medical transport to the territory of the Republic of Poland or to the Insured's country of residence and shall cover the costs of such transport up to an amount corresponding to the cost of the Insurer

organising such transport to the Insured's country of residence. The Insured Person's transport shall be carried out by a means of transport appropriate to their state of health. The Insurer's doctor shall decide on the necessity, timing, method and feasibility of the Insured Person's transport, following consultation with the doctor providing treatment abroad.

b) If the Insured Person dies whilst on a trip abroad, the Insurer shall organise the transport of the body to the place of burial within the Republic of Poland or the Insured Person's country of residence and shall cover the cost of transport, including the cost of purchasing a transport coffin, up to the equivalent of 5,600 PLN.

3) Board and lodging abroad for the purposes of convalescence

If, at the time of the Insured's discharge from the hospital where they were admitted as a result of an Accident or Sudden Illness, the discharging doctor includes in the discharge summary information regarding contraindications to an immediate return to the Republic of Poland or the Insured's country of residence, the Insurer shall be obliged to cover the costs of the Insured's stay in a hotel for a maximum of seven days and to cover the costs of their meals up to a limit of the equivalent of 450 PLN per night.

4) Costs of accommodation and transport for the Insured's family members in the event of the Insured's hospitalisation

If the Insured Person is hospitalised after the originally scheduled date of return to their country of residence or to the Republic of Poland, and is accompanied by family members covered by insurance under these General Terms and Conditions, the Insurer shall pay the cost of hotel accommodation for only one family member, up to a limit of the equivalent of 350 PLN per night, for a maximum of 7 days. The Insurer shall arrange transport for the family member accompanying the Insured to the Insured's country of residence or to the territory of the Republic of Poland and shall cover the cost thereof. The cost of transport is limited to the amount corresponding to the Insurer's organisation of such transport to the territory of the Republic of Poland.

5) Transport of family members to the Republic of Poland or the Insured's country of residence in the event of the Insured's death

If the Insured Person dies whilst on a trip abroad, the Insurer shall organise the transport of family members accompanying the Insured Person on the trip abroad and shall cover the costs of such transport up to an amount equivalent to the cost of the Insurer organising such transport to the Insured Person's country of residence.

6) Transport costs for the Insured's minor children

If, during the hospitalisation of the Insured travelling with minor children (including adopted children), they are not accompanied by any adult, the Insurer shall arrange transport for the minor children – a train, coach or economy-class air ticket, where the journey by train or coach takes longer than 12 hours – to their place of residence within the Insured Person's country of residence or within the Republic of Poland, or to the place of residence of the person designated by the Insured Person to look after them. The Insurer shall cover the cost of transport and its organisation up to an amount corresponding to the cost of the Insurer organising such transport to the Republic of Poland. The transport of minor children shall take place under the supervision of a representative of the Insurer.

7) Costs of a visit by a close relative

If the Insured Person is hospitalised for a period exceeding seven days and is not accompanied on the journey by any adult family member, the Insurer shall organise transport and cover the costs of a return journey (rail, coach or economy-class air fare – where the journey by rail or coach takes longer than 12 hours) for the person designated by the Insured. The cost of transport is limited to the amount corresponding to the Insurer organising such transport from and to the territory of the Republic of Poland. The Insurer shall also arrange accommodation (hotel stay) for this person and cover the hotel costs up to a limit of the equivalent of 350 PLN per night, for a maximum of 7 days.

8) Costs of legal assistance

If the Insured Person comes into conflict with the law, the Insurer shall arrange for the assistance of a lawyer and an interpreter and act as an intermediary in the payment of fees to the lawyer and interpreter. The Insurer will cover the costs of this assistance once the relevant amount has been paid by a person designated by the Insured into the Insurer's bank account. This assistance is not provided if the Insured's legal problem relates to their professional activities, the operation or storage of a motor vehicle, criminal activity or an attempt to commit a criminal offence.

9) Assistance with the payment of bail

If the Insured has been detained by law enforcement authorities and it is necessary to pay bail to cover the costs of proceedings and financial penalties imposed by the competent legal authorities, the Insurer, at the Insured's request, shall act as an intermediary in the payment of bail in order to secure the Insured's release from custody or any other form of restriction or deprivation of liberty. The bail shall be paid by the Insurer following prior payment of the relevant amount by a person designated by the Insured into the Insurer's specified bank account.

10) Assistance in the event of theft, loss or damage to documents issued by institutions based in the Republic of Poland

If documents required by the Insured Person during a trip abroad (passport, identity card, tickets) are stolen, lost or damaged, the Insurer will provide information on the steps to be taken to obtain replacement documents.

11) Costs incurred due to flight delays

If there is a documented delay of at least 4 hours to the departure of a scheduled flight during the Insured Person's overseas trip, the Insurer shall reimburse the Insured Person, on the basis of proof of costs incurred, for the costs incurred in purchasing essential items (i.e.

food, meals, toiletries) up to a total amount equivalent to 1,000 PLN. The Insurer's liability excludes:

a) charter flights,

b) cancellations of scheduled airline flights occurring no later than 3 hours before the scheduled departure time.

12) Search and rescue in the mountains or at sea

The Insurer shall cover the costs of search and rescue operations for the Insured in the mountains or at sea carried out by specialist rescue units.

The search is deemed to be the period from the report of the Insured's disappearance until they are found or the search operation is terminated. The Insurer's maximum liability is the equivalent of 25,000 PLN.

Rescue is defined as the provision of emergency medical assistance, rendered from the moment the Insured Person is found until they are transported to the nearest hospital. The Insurer's maximum liability is the equivalent of 25,000 PLN.

13) Replacement during a business trip

The Insurer shall cover the travel costs of an employee seconded by the Insured's employer to replace the Insured if, during a business trip abroad, the Insured suffers a sudden, serious illness or accident which renders the Insured unfit for work for a period of at least 10 days, as confirmed in writing by the attending doctor. The insurer shall organise transport and cover its costs (rail, coach or economy-class air fare – where the journey by rail or coach takes longer than 12 hours) up to the equivalent of 3,600 PLN, for an employee seconded by the employer to replace the Insured Person, or shall decide to accept the means of transport organised by the employer and its cost.

14) Replacement driver

Where, as a result of a Sudden Illness or an Accident occurring during a Trip abroad by Passenger Car, the Insured's state of health – as confirmed in writing by the attending doctor – prevents them from driving the Passenger Car, and the person accompanying the Insured does not hold a driving licence authorising them to drive a Passenger Car, in which the Insured is travelling, the Insurer shall cover the costs of arranging a replacement driver or another person holding a driving licence who will transport the Insured, together with the persons accompanying them (passengers), to the territory of the Republic of Poland or the Insured's country of residence. The above costs are covered up to the equivalent of 2,200 PLN.

15) Assistance with the recovery and delivery of luggage

In the event of luggage being lost by the carrier, the Insurer will provide information on the steps to be taken in connection with the incident.

## §5. SUBJECT MATTER AND SCOPE OF ACCIDENT INSURANCE (NNW)

1. The subject of the insurance is the consequences of accidents resulting in permanent disability or the death of the Insured Person, occurring during the Insured Person's overseas trip within the period of insurance cover.

2. If, as a result of an accident, the Insured Person has suffered permanent health impairment, then, based on the determined degree (percentage) of permanent health impairment, the Insured Person shall be entitled to a benefit payable as a percentage of the sum insured determined on the date the insurance contract was concluded, corresponding to the degree of permanent disability suffered by the Insured Person, up to a maximum of PLN 100,000 (for Options I, IV and III) or up to PLN 500,000 (for Option II), whilst in the event of death as a result of an accident, up to PLN 200,000 (for Options I and IV), up to PLN 500,000 (for Option II) or up to PLN 300,000 (for Option III).

3. The occurrence of permanent health impairment shall be confirmed by an authorised doctor, subject to the following conditions:

   1) The percentage of permanent health impairment is determined on the basis of the 'Table for the Assessment of the Percentage of Permanent Health Impairment Resulting from an Accident' in force at the Insurer on the date the Insured is registered for insurance by the Policyholder. The Table constitutes Appendix 1 to the General Terms and Conditions of Insurance and is provided to the Policyholder prior to the conclusion of the group insurance contract;

   2) a deterioration in the Insured's state of health following the assessment by an authorised doctor does not constitute grounds for reassessing the degree (percentage) of permanent health impairment;

   3) the determination of the degree (percentage) of the Insured's Permanent Health Impairment following an Accident may be subject to review by an authorised doctor.

4. The amount of the benefit under the Accident Insurance scheme is determined once it has been established that there is an adequate causal link between the accident and the Insured Person's permanent health impairment or death.

5. When determining the degree (percentage) of permanent health impairment, the nature of the work or activities carried out by the Insured Person is not taken into account.

6. If, as a result of an Insured Event, a greater number of physical functions have been impaired, the degrees of Permanent Health Impairment are added together. However, no more than 100% of Permanent Health Impairment shall be recognised.

7. If, as a result of an accident covered by these General Terms and Conditions, the Insured Person dies within one year of the date of the accident, the Insurer shall pay the Beneficiary a lump-sum benefit equal to the sum insured specified in paragraph 2. Where a benefit for permanent health impairment has already been paid as a result of the same accident, the death benefit shall be reduced by the amount previously paid. If the Insured Person dies more than one year after the date of the accident, it shall be deemed that there is no adequate causal link, within the meaning of these General Terms and Conditions, between the accident and the Insured Person's death.

8. In the event of the loss of or damage to an organ, limb or system whose functions were already impaired prior to the Accident, the percentage of Permanent Disability shall be determined as the difference between the condition following the Accident and the condition existing immediately prior to the Accident.

9. If one of the causes of the Insured Event was Overload, when determining the degree of permanent health impairment, the Insurer shall carry out a thorough analysis of the Insured's medical history and state of health prior to the insured event and shall determine the percentage of permanent health impairment commensurate with the state of health prior to the injury, as well as with the causative factor and the mechanism of the event.

10. If the Insured Person has died for reasons unrelated to an Accident, and the degree of Permanent Disability has not been previously determined, the degree of Permanent Disability shall be determined, in accordance with medical knowledge, by an authorised doctor on the basis of the medical records gathered.

## §6. SUBJECT MATTER AND SCOPE OF TRAVEL LUGGAGE COVER (BP)

1. The Insurer's cover extends to the Insured's Travel Luggage during an overseas journey.

2. The subject of the insurance is items belonging to the Insured Person and forming part of their travel luggage, namely exclusively: suitcases, bags, briefcases and rucksacks, together with their contents in the form of clothing and personal effects belonging to the Insured Person, when these are under their direct care or when the Insured Person:

    1) has entrusted them to a professional carrier on the basis of transport documents,

    2) has handed them over to a luggage storage facility in exchange for a receipt,

    3) has locked them in a private luggage compartment at a station or in a hotel,

    4) has locked them in a hotel room,

    5) has locked them in a caravan cabin, a car boot or a fitted car boot (locked with a mechanical or electronic lock).

3. The Insurer is liable for damage to the Insured's travel luggage resulting from:

    1) Fire, Hurricane, Flood, Torrential rain, Hail, Avalanche, Direct lightning strike, Ground collapse, Landslide, Aircraft crash and Water leakage from plumbing and drainage systems,

    2) a rescue operation carried out in connection with the fortuitous events listed in point 1,

    3) an accident involving land, water or air transport,

    4) damage, destruction, theft or loss in the circumstances referred to in paragraph 2, points 1 and 2;

    5) burglary in the case referred to in paragraph 2, points 3–5;

    6) Robbery;

    7) an accident or sudden illness, certified by a medical diagnosis and reported to the Insurer, as a result of which the Insured was unable to secure their travel luggage,

    8) damage to or destruction of suitcases, bags, briefcases or rucksacks as a result of the events referred to in points 1–6.

4. The Insurer is liable for damage to Travel Luggage specified in paragraph 3 up to a limit of PLN 5,000. Any compensation paid reduces the sum insured.

5. When determining the amount of compensation, the insurer shall apply the market prices of the goods in force on the date the loss occurred, taking into account the degree of wear and tear.

6. The amount of compensation paid may not exceed the value of the actual loss suffered nor cover damage that occurred previously, including normal wear and tear.

7. In the event of a delay in the delivery of Travel Luggage during the journey, we will reimburse the Insured Person for the cost of purchasing essential items for the journey, until such time as the Luggage is received, on the basis of proof of expenditure, up to a maximum benefit amount of 1,000 PLN. By 'delay in the delivery of travel luggage', we mean a documented delay of at least 4 hours in its delivery by the carrier (or another entity acting on its behalf) to the place and at the time agreed with the carrier. Any compensation paid reduces the sum insured.

## §7. SUBJECT MATTER AND SCOPE OF PERSONAL LIABILITY INSURANCE (OC)

1. The subject of the cover is the Insured's civil liability in connection with tortious acts – for damage caused by the Insured to third parties during a trip abroad, including both personal injury and property damage, in connection with activities carried out by the Insured in the course of their private life, provided that, in accordance with the law of the country in which the Insured is staying, they are obliged to make good the damage.

2. The insurance cover extends to damage caused by the Insured and by persons and animals for whom they are responsible.

3. Insurance cover applies to damage caused by the Insured whilst using sports equipment under a hire, tenancy or leasing agreement, excluding any motorised or engine-powered (electric or internal combustion) movable property.

4. The Insurer is liable under third-party liability cover up to the equivalent of PLN 200,000 (for Options I and IV) or up to PLN 500,000 (for Options II and III).

5. The insurer's liability is limited to the sum insured specified in paragraph 4, subject to the excess specified in § 17(6) of these General Terms and Conditions.

6. Any amount of compensation paid to the injured party shall reduce the sum insured.

## §8. GENERAL GROUNDS FOR REFUSAL OR REDUCTION OF BENEFITS

1. The scope of the insurance cover described in § 4, 5, 6 and 7 of these General Terms and Conditions does not cover insured events resulting from the Insured's mental illnesses, nor from their complications or exacerbations.

2. The extent of the harm, suffering and pain endured is not the subject of the Insurer's benefit nor does it affect the amount thereof. Under no circumstances shall they constitute grounds for compensation for the harm suffered, pain, physical or mental suffering, or for material losses resulting from the loss of or damage to the Insured's property (whilst liability for material losses resulting from the loss of or damage to the Insured's property applies in respect of insured Travel Luggage, in accordance with the scope of liability set out in these General Terms and Conditions).

3. The Insurer shall not be liable for events that occurred prior to the commencement of the overseas journey.

4. The Insurer shall not be liable in the event of a breach of the obligation set out in § 1(4) to return to the territory of the Republic of Poland or to the Insured's country of residence, i.e. within a period exceeding 180 days.

5. The scope of the insurance cover provided does not include the costs of continuing treatment for chronic illnesses or the consequences of accidents that occurred before the start of the overseas trip, with the exception of exacerbations and complications of chronic illnesses.

6. The Insurer's liability in respect of all risks covered by the group insurance policy excludes any loss or damage arising from a foreign trip undertaken by the Insured contrary to the recommendations issued by the competent public authorities of the country of residence or contrary to the recommendations issued by the competent public authorities at the destination of the foreign trip. Where the Insured's country of residence is the Republic of Poland, such recommendations shall be deemed to be travel advisories issued and published by the Ministry of Foreign Affairs of the Republic of Poland.

7. The Insurer's liability in respect of all risks covered by the Group Insurance Policy excludes losses arising as a result of an Epidemic or Pandemic, subject to the proviso that cover is provided for Sudden Illness resulting from a Disease in connection with the occurrence of which an Epidemic or Pandemic has been declared (in particular COVID-19), to the extent expressly specified in the cover for Medical Expenses and Assistance during Overseas Travel – assistance.

8. The provision of assistance services guaranteed in these General Terms and Conditions may be delayed as a result of strikes, riots, civil unrest, acts of terrorism, civil war, international war, radioactive or ionising radiation, the occurrence of a Serious Fortuitous Event or Force Majeure, as well as restrictions on movement introduced by decisions of the administrative authorities.

9. If the Insured provides false information regarding the circumstances or consequences of an Insured Event, or refuses to provide explanations, this may result in the loss of the right to use the services provided by the Insurer, or a reduction in the compensation (benefit), provided that the Insured's conduct contributed to an increase in the extent of the loss.

10. Notwithstanding the general grounds for the exclusion or limitation of the Insurer's liability, pursuant to this paragraph, the provisions of § 9–12 shall apply in relation to the specific areas of insurance cover.

## §9. EXCLUSIONS FROM LIABILITY UNDER THE INSURANCE COVERING MEDICAL EXPENSES AND ASSISTANCE DURING TRAVEL ABROAD – ASSISTANCE (KLA)

1. The scope of the insurance cover provided does not include medical expenses and assistance during overseas travel:

   1) exceeding the extent necessary to restore the Insured's state of health to a level enabling their return to the territory of the Republic of Poland or the Insured's country of residence;

   2) where, prior to travelling abroad, there were medical indications for surgery or other hospital-based treatment.

2. The scope of insurance cover does not include the costs of: medical treatment, medical transport, assistance whilst travelling abroad and other services arising from or as a consequence of:

   1) mental illnesses, even if they are the consequence of an accident;

   2) illnesses for which there were medical contraindications to travelling abroad;

   3) sexually transmitted diseases, AIDS, HIV infection;

   4) failure to undergo vaccinations or other preventive measures required prior to travel to those countries where the aforementioned vaccinations or measures are required;

   5) alcohol poisoning, alcoholism or incidents directly related to acting under the influence of alcohol, narcotics, psychotropic substances, substitute substances or new psychoactive substances as defined in the legislation on combating drug addiction, or medicines not prescribed by a doctor or used contrary to a doctor's instructions or contrary to their intended use;

   6) accidents caused intentionally by the Insured Person, self-harm, attempted suicide or the consequences of suicide, regardless of mental capacity;

   7) contamination, radioactive or ionising radiation;

   8) the Insured's active and unlawful participation in riots, civil unrest, acts of sabotage or attacks;

   9) direct acts of war, whether local or international, or acts of terrorism, and events arising in areas affected by acts

of terrorism or acts of war, whether local or international (this does not apply to the War or Acts of Terrorism Clause, as defined in § 2(22)), in accordance with the scope described in § 4(2)(1)(h);

10) Active or passive participation in hostilities or acts of terrorism;

11) events arising as a result of the Insured committing or attempting to commit an act that meets the statutory criteria of an intentional criminal offence or misdemeanour;

12) participation in a brawl, except where acting in self-defence or in a state of necessity;

13) accidents resulting from the competitive practice of sport;

14) accidents resulting from the amateur practice of high-risk sports;

15) Accidents occurring whilst carrying out manual labour (with the exception of Option IV);

16) participation in exercises carried out under the supervision of uniformed services;

17) the Insured Person's failure to comply with the instructions of the attending doctor or the Insurer's doctor;

18) mental disorders or disturbances of consciousness;

19) traumatic encephalopathies, disc disorders, abdominal and inguinal hernias, even if they result from an accident.

3. The scope of insurance cover does not include the costs of: treatment, medical transport, travel assistance and other services:

1) not related to a sudden illness or an accident, with the exception of exacerbations and complications of chronic conditions;

2) related to spa treatment, physiotherapy, heliotherapy or cosmetic procedures;

3) performed or prescribed by a doctor who is the Insured's spouse, child, grandchild, parent, brother, sister or parent-in-law;

4) related to diagnosis or treatment not falling within the scope of immediate, essential medical care;

5) related to vaccinations;

6) related to dental treatment not arising from the need to provide immediate, essential medical care;

7) related to the repair or purchase of prostheses (with the exception of the costs of repairing or purchasing dental prostheses damaged as a result of an accident), spectacles or other rehabilitation equipment;

8) related to procedures or treatments not recognised by scientific and medical standards.

4. The scope of insurance cover does not include the costs of contraceptives.

## §10. EXCLUSIONS FROM LIABILITY UNDER ACCIDENT INSURANCE (NNW)

The scope of the insurance cover does not include the consequences of accidents:

1) caused intentionally by the Insured, self-harm or mutilation at their own request, attempted suicide, or the consequences of suicide, regardless of mental capacity;

2) which are a direct result of acting under the influence of alcohol, intoxicating substances, psychotropic substances, substitute substances or new psychoactive substances within the meaning of the provisions on combating drug addiction, or medicines not prescribed by a doctor or used contrary to a doctor's instructions or contrary to their intended use;

3) arising whilst the Insured Person was driving a Vehicle without the required driving licence or was driving a Vehicle not authorised for road use;

4) arising as a result of undergoing conservative or surgical treatment, unless the medical indication for such treatment was directly related to the consequences of an accident;

5) resulting from the Insured's active and unlawful participation in riots, civil unrest, acts of sabotage or terrorist attacks;

6) arising in areas affected by Acts of Terrorism or Hostilities of a local or international nature, and being a direct consequence of Hostilities of a local or international nature or an Act of Terrorism;

7) resulting from active or passive participation in hostilities or acts of terrorism;

8) resulting from the Insured Person committing or attempting to commit an act that meets the statutory criteria for an intentional criminal offence or misdemeanour;

9) resulting from the competitive practice of sport;

10) resulting from the amateur practice of high-risk sports;

11) arising from procedures or treatment not recognised by scientific and medical standards;

12) arising from an accident whilst carrying out manual labour (with the exception of Option IV);

13) resulting from mental disorders or disturbances of consciousness;

14) caused by nuclear energy, radioactive or ionising radiation, or a magnetic field within a range harmful to humans, excluding the use of the aforementioned in therapy in accordance with medical recommendations;

15) arising as a result of poisoning by solid or liquid substances which have entered the body via the respiratory tract, the digestive tract or through the skin;

16) resulting from participation in exercises conducted under the supervision of uniformed services;

17) arising as a consequence of mental disorders;

18) arising as a consequence of accidents in the form of: mental disorders, post-traumatic encephalopathies.

## §11. EXCLUSIONS FROM LIABILITY UNDER TRAVEL LUGGAGE INSURANCE (BP)

The scope of the insurance cover provided does not include:

1) any loss, misplacement, damage or destruction:

   a) caused by the Insured, a person for whom the Insured is responsible, or a member of their family;

   b) occurring during events in areas affected by local or international acts of war, riots or civil unrest, acts of sabotage or terrorist attacks;

   c) occurring during events in areas affected by acts of terrorism;

   d) caused by any consequences of radioactive or ionising radiation;

   e) occurring during the Insured's removal;

   f) items left unattended, subject to §6(3)(5) of these General Terms and Conditions;

   g) arising as a result of the confiscation, detention or destruction of Travel Luggage by customs authorities or other state authorities;

2) in addition, damage and destruction:

   a) resulting from a defect in the insured item or its normal wear and tear, or from the spillage of liquids, fats, dyes or corrosive substances contained in the insured luggage;

   b) easily breakable items – in particular earthenware, glassware, ceramics, porcelain and marble;

   c) suitcases, bags, briefcases and rucksacks, subject to § 6(3)(7) of these General Terms and Conditions;

3) the following items:

   a) all documents, keys, means of payment, tickets, vouchers, savings books and securities;

   b) all means of transport, with the exception of prams and wheelchairs;

   c) accessories and other items used to equip or furnish cars, caravans, yachts and their accessories;

   d) professional equipment and items, i.e. all items and tools used by the Insured to carry out their work;

   e) photographic, cinematographic and audio-visual equipment, communications devices, mobile phones and computer equipment;

   f) software, cassettes, discs, data storage media, video games and accessories, books, musical instruments;

   g) works of art, antiques, weapons, jewellery, precious stones, watches, and items made of precious metals or stones;

   h) goods and foodstuffs;

   i) resettlement property;

   j) motor fuel;

   k) narcotic drugs, psychotropic substances or substitutes within the meaning of the legislation on combating drug addiction, cigarettes and alcohol;

   l) items in quantities indicating that they are intended for commercial purposes.

## §12. EXCLUSIONS FROM LIABILITY UNDER PERSONAL LIABILITY INSURANCE (OC)

1. The scope of the insurance cover provided does not include damage:

   1) caused by the Insured or with their involvement through wilful misconduct;

   2) arising from contractual liability (for non-performance or improper performance of an obligation);

   3) caused by the Insured to members of their family;

   4) caused to the natural environment;

   5) caused by any motor vehicle driven by the Insured or a vehicle belonging to the Insured;

   6) resulting from the amateur practice of high-risk sports or competitive sports;

   7) resulting from the hunting of wild animals;

   8) arising from accidents occurring in areas affected by local or international hostilities;

   9) arising from accidents resulting from participation in a brawl;

   10) arising as a result of the Insured Person committing or attempting to commit an act constituting a statutory offence;

   11) arising from accidents related to the Insured's involvement in acts of terrorism, riots, disturbances or strikes;

   12) caused by the Insured to animals for which they are responsible;

   13) caused by the Insured to property belonging to them or rented by them (this does not apply to a rented hotel room), lent to or entrusted to the Insured;

14) consisting of damage caused by the Insured to coins, banknotes, securities, files, documents or collections of information – regardless of the type of medium;

15) arising whilst carrying out activities not related to private life; activities related to private life shall also be understood to include sporting activities as part of events organised by the employer;

16) arising as a result of practising sport in places not designated for that purpose due to a risk to the safety and health of the Insured or third parties;

17) caused by the Insured Person as a result of a mental illness;

18) caused by the Insured Person as a result of alcoholism or acting under the influence of alcohol, narcotics, psychotropic substances or substitute substances within the meaning of the provisions on combating drug addiction, or medicines not prescribed by a doctor or used contrary to a doctor's instructions or contrary to their intended use;

19) caused as a result of failure to undergo compulsory vaccinations or other preventive measures required prior to travel to countries where such vaccinations or measures are mandatory;

20) caused by the Insured Person as a result of transmitting Diseases, including infectious Diseases in connection with which an Epidemic or Pandemic has been declared (in particular COVID-19).

2. The scope of the insurance cover does not include fines or any financial penalties imposed as sanctions which do not constitute direct compensation for personal injury or property damage.

## §13. PAYMENT OF BENEFITS

1. Benefits paid to the Insured or a Beneficiary under a group insurance policy are paid in the currency of the Insured's country of residence and represent the equivalent of amounts in other currencies, converted into the currency of the Insured's country of residence at the exchange rate published by the National Bank of Poland (NBP) in Table A of average foreign exchange rates on the date of the Insured Event, with the exception of the benefit specified in paragraph 2, and are paid up to the maximum amounts of the relevant sums insured as set out in these General Terms and Conditions.

2. The amount of the benefit for Permanent Disability is determined on the basis of the percentage of Permanent Disability assessed, relative to the sum insured.

3. In the event of the Insured's death, reimbursement of costs previously incurred by the Insured in connection with an incident covered by the Insurer's liability under the KLA insurance shall be payable to the Insured's heirs who present a death certificate, a final court order confirming the acquisition of the estate or a registered certificate of inheritance, and provide documentation of the costs incurred.

4. The Insured may designate a Beneficiary at any time during the Period of Insurance Cover. The Insured has the right to change the Beneficiary at any time during the Period of Insurance Cover. The change shall take effect from the day following receipt of the application by the Insurer. Where the total percentage shares of the Beneficiaries do not add up to 100, it is assumed that the shares of these persons in the amount of the benefit due are determined in accordance with the relative proportions specified by the Insured. If a Beneficiary is not designated in writing, the provisions of § 15(10) of these General Terms and Conditions of Insurance shall apply;

5. The Insurer shall pay the benefit within 30 days of the date of receipt of notification of the occurrence of the Insured Event, subject to sub-paragraph 6 of this paragraph.

6. If, within the period specified in sub-paragraph 5, it proves impossible to clarify all the circumstances necessary to determine the validity or scope of the benefit payment, the benefit shall be paid within 14 days from the date on which, with due diligence, it became possible to clarify those circumstances. However, the Insurer shall pay the undisputed portion of the benefit within the time limit specified in sub-paragraph 5 of this paragraph.

7. The Insured is obliged to use all means at their disposal to prevent the loss or to minimise its extent. They are also obliged to enable the Insurer to carry out the actions necessary to establish the circumstances of the loss, the validity and the amount of the claim.

8. In the event of a breach, through wilful misconduct or gross negligence, by the Insured or a person acting on their behalf of the obligations relating to the notification of an accident, the Insurer may reduce the benefit accordingly if the breach contributed to an increase in the loss or prevented the Insurer from determining the circumstances and consequences of the accident.

9. A claim following a fortuitous event may be made by the Insured or their heirs.

## §14. PROCEDURE IN THE EVENT OF A CLAIM UNDER MEDICAL EXPENSES AND TRAVEL ASSISTANCE COVER (KLA)

1. In the event of an insured event, the Insured or a person acting on their behalf is obliged:

1) where it is necessary to seek medical assistance, transport or other assistance services covered by the insurance and to cover the costs thereof – before taking any action on their own initiative – to contact the Insurer by telephone to request assistance in order to obtain a guarantee of coverage or reimbursement of costs;

2) explain in detail to the Insurer's on-duty staff member the circumstances in which the Insured Person finds themselves and what assistance they require, and allow the Insurer's doctors access to medical information relating to the incident;

3) comply with the Insurer's instructions, providing information and the necessary powers of attorney;

4) enable the Insurer to carry out the necessary steps to establish the circumstances of the loss, the validity and the amount of the claim, and provide assistance and explanations for this purpose.

2. If the Insured or a person acting on their behalf, for reasons beyond their control, has not previously contacted the Insurer to obtain a guarantee of cover or reimbursement of costs, they are obliged to:

1) notify the Insurer of the costs incurred without delay from the date on which it became possible to contact the Insurer;

2) send the Insurer any documentation in their possession confirming the validity of the claims.

3. Once the time limit referred to in paragraph 2(1) has expired, the Insurer shall be entitled to reduce the benefit if the breach of the above obligation was due to wilful misconduct or gross negligence and contributed to an increase in the loss or prevented the circumstances and consequences of the accident from being established, unless the Insured or a person acting on their behalf failed to contact the Insurer due to a Serious Contingency or Force Majeure.

4. If the Insured or a person acting on their behalf has not applied for cover or reimbursement of costs, or has not obtained the Insurer's consent to reimbursement of costs upon their return to the territory of the Republic of Poland or the Insured's country of residence – they are obliged to submit a claim directly to the Insurer within 7 days of the date of their return to the territory of the Republic of Poland or to the Insured's country of residence and to provide any documentation in their possession confirming the validity and amount of the claim, if this is necessary for the claim to be considered. The aforementioned documentation includes:

1) a completed claim form;

2) a document confirming the identity of the Insured or the person reporting the claim;

3) a document containing a medical diagnosis;

4) a document stating the reasons for and scope of the medical treatment provided or relating to other costs covered by the insurance;

5) evidence of costs incurred;

6) an accident report or a report setting out the circumstances and causes of the accident, together with any annexes to the accident report – if the accident is classified as an accident at work;

7) a police report from the scene of the incident – if one was drawn up;

8) a ruling concluding criminal or misdemeanour proceedings, if such proceedings were conducted in relation to the accident in question, as well as any other documents in your possession relating to proceedings still in progress which may confirm the validity or amount of the claim.

## §15. PROCEDURE IN THE EVENT OF A CLAIM UNDER ACCIDENT INSURANCE (NNW)

1. Should the Insured Person fail to undergo post-accident treatment explicitly recommended by doctors, the degree of permanent health impairment shall be determined as if based on the state of health which, in the opinion of the assessing doctor, would have been established following the recommended treatment.

2. A claim for permanent health impairment resulting from an accident must be accompanied by the documents specified by the Insurer as necessary for the assessment of the claim. The aforementioned documentation includes:

1) a completed claim form;

2) a description of the circumstances of the accident;

3) an accident report or a report on the circumstances and causes of the accident, together with any annexes to the accident report – if the accident is classified as an accident at work;

4) a document confirming the identity of the Insured or the person reporting the claim;

5) a certificate confirming the completion of any treatment and rehabilitation, if such were undertaken;

6) a police report in the event of a report being made to the police;

7) a ruling concluding criminal proceedings or proceedings concerning a minor offence, if such proceedings were conducted in the case in question, as well as any other documents in your possession relating to proceedings still in progress which may substantiate the validity of the claim;

8) medical records detailing the course of treatment and rehabilitation, and any other medical documentation necessary for the assessment of the claim;

9) a document confirming the right to drive the Vehicle (where the Insured was driving the Vehicle);

10) a document confirming that the Vehicle is roadworthy (in the event of a road traffic accident).

3. A claim for death resulting from an accident must be accompanied by the documents specified by the Insurer as necessary for the assessment of the claim. The aforementioned documentation includes:

1) a completed claim form;

2) a death certificate and a certificate stating the cause of death;

3) a description of the circumstances of the accident;

4) a police report, if the police were notified;

5) an accident report or a report establishing the circumstances and causes of the accident, together with

any annexes to the accident report – if the accident is classified as an accident at work;

6) a document confirming the Beneficiary's identity;

7) medical records detailing the course of treatment;

8) a judgement concluding criminal or misdemeanour proceedings, if such proceedings were conducted in relation to the accident in question, as well as any other documents in the Insured's possession relating to proceedings still in progress which may substantiate the validity of the claim;

9) a document confirming the right to drive the Vehicle (where the Insured was driving the Vehicle);

10) a document confirming that the Vehicle is roadworthy (in the event of a road traffic accident).

4. Medical documentation may be submitted in English, as well as in the language of the country in which the Insured Event occurred.

5. The Insured is obliged to notify the Insurer upon completion of treatment and rehabilitation. Upon completion of treatment and rehabilitation, the Insurer shall refer the Insured to a medical board appointed by the Insurer within the territory of the Republic of Poland, which shall determine the degree of permanent health impairment. The injured party is obliged to provide the medical committee with all medical documentation in their possession.

6. The Insurer shall reimburse the Insured for expenses incurred for travel by public transport within the Republic of Poland to the locations designated by the Insurer where the medical committee holds its hearings, on the basis of a document indicating the means of transport and the amount of the expenses incurred (e.g. a public transport ticket, a train ticket).

7. The Insurer reserves the right to carry out any form of medical assessment at the Insurer's expense, for the purpose of assessing the degree of permanent health impairment.

8. The insurer defines as undisputed that part of the benefit which, according to medical knowledge, can be determined to be the same percentage of permanent health impairment 12 months after the date of its determination.

9. The undisputed portion of the benefit is determined on the basis of the medical records compiled during the course of treatment and rehabilitation.

10. The Beneficiary is entitled to receive the benefit in the event of the Insured's death as a result of an accident. If no Beneficiary has been designated, or if the Beneficiary was deceased on the date of the Insured's death, or if the Beneficiary has lost their entitlement to the benefit, the benefit shall be payable to the Insured's family members in the following order:

1) the spouse;

2) the children, in equal shares (in the absence of a spouse);

3) the parents in equal shares (in the absence of children and a spouse);

4) siblings in equal shares (in the absence of parents, children and a spouse);

5) other statutory heirs (in the absence of any of the persons listed above).

11. No benefit shall be payable to any person who intentionally contributed to the death of the Insured.

## §16. PROCEDURE IN THE EVENT OF A CLAIM UNDER TRAVEL LUGGAGE INSURANCE (BP)

1. In the event of a claim, the Insured is obliged to:

1) in the event of Burglary or Robbery: to report the offence immediately to the nearest police station;

2) in the event of loss, delay or total or partial destruction: to obtain written confirmation of the loss from the relevant authorities or from the person or entity responsible for the storage or carriage of the luggage.

2. In any of the situations listed in sub-paragraph 1 of this paragraph, the Insured is obliged to:

1) report the loss immediately by telephone to the Insurer, unless such a report is not possible due to the occurrence of a Serious Fortuitous Event or an Act of God. The loss report should include the date, place, circumstances and a description of the loss, as well as the actions taken by the Insured following the occurrence of the event;

2) Following the aforementioned telephone report, the Insured is also obliged to provide the Insurer with the necessary documentation to establish the validity of the claim, which includes:

a) a completed claim form;

b) a list of destroyed, stolen, lost or damaged items, including the date and place of purchase and the purchase value, drawn up by the Insured and confirmed by the relevant authorities or the person or entity responsible for the storage or carriage of the travel luggage;

c) confirmation that a complaint has been lodged with the relevant authorities;

d) confirmation of the damage to or loss of travel luggage – a report;

e) in the event of damage to or loss of Travel Luggage caused by the person or entity responsible for the storage or carriage of the Travel Luggage – tickets and luggage receipts;

f) for items purchased during the journey that have been destroyed, stolen, lost or damaged – proof of purchase;

g) proof of the costs incurred in purchasing necessary replacement items;

h) proof of the costs incurred for the repair of damaged items.

3. The amount of compensation paid may not exceed the value of the actual loss incurred nor cover damage that occurred previously, including normal wear and tear.

4. If stolen or lost items forming part of the Travel Luggage are found:

   1) the Insurer must be notified in writing immediately upon becoming aware that they have been found;

   2) if compensation has not yet been paid by the Insurer and the Insured has collected the recovered items, the Insurer shall then pay compensation for the damaged or missing Travel Luggage in accordance with these General Terms and Conditions of Insurance,

   3) if the Insured recovers the stolen or lost items in undamaged condition before receiving the compensation, the Insurer shall reimburse only the necessary and economically justified costs associated with their recovery, but not exceeding the amount of compensation that would have been payable had the items not been recovered; if, after the compensation has been paid, the Insured recovers the stolen or lost items, they are obliged to reimburse the Insurer for the amount of compensation or to transfer to the Insurer any rights they hold in respect of the recovered items.

## §17. PROCEDURE IN THE EVENT OF A CLAIM UNDER PERSONAL LIABILITY INSURANCE (OC)

1. The Insured must not accept any settlement regarding their liability for the loss without the Insurer's consent.

2. The Insurer is not bound by any acknowledgement of claims made by the Insured against injured parties, nor by any other commitment undertaken by the Insured or on their behalf without the Insurer's consent.

3. The Insured must immediately notify the Insurer, either by telephone or in writing, of any incident giving rise to a claim. Where it was impossible to notify the Insurer due to the occurrence of Serious Fortuitous Events or Force Majeure, the Insured is obliged to notify the Insurer once the circumstances preventing the reporting of the incident have ceased, within the time limit specified in the first sentence.

4. The Insured is obliged to immediately forward to the Insurer any summons, writ of summons, extrajudicial documents and court documents addressed to or served on them.

5. In respect of any property damage covered under the Personal Liability Insurance (OC), an excess of the equivalent of 450 PLN is applied.

## §18. FINAL PROVISIONS

1. Assistance to the Insured in connection with an incident covered by the insurance contract is provided in accordance with the national legislation of the country in which it is provided or in accordance with international regulations.

2. Claims under the insurance contract become time-barred after three years.

3. Unless otherwise agreed, on the date of payment of compensation (benefit) by the Insurer, the Policyholder's (Insured's) claim against a third party liable for the loss shall pass by operation of law to the Insurer up to the amount of the compensation (benefit) paid.

4. Claims by the Policyholder (Insured) against persons with whom the Policyholder (Insured) shares a household shall not be transferred to the Insurer, unless the person responsible caused the loss intentionally.

5. At the Insurer's (Policyholder's) request, the Insured is obliged to assist in pursuing claims against third parties by providing the information required by the Insurer and supplying the documents necessary for pursuing such claims.

6. All notifications, statements and explanations must be in writing, with the exception of the telephone report of a claim referred to in § 14(1)(1) and § 16(2)(1) of these General Terms and Conditions, and the submission of a complaint verbally or electronically, in accordance with 8(1) and (3) of this paragraph. Compliance with the time limits specified in these General Terms and Conditions shall be determined by the date of receipt by the Insurer.

7. The Policyholder and the Insured are obliged to inform the Insurer of any change of address.

8. Claims relating to the conclusion or performance of the Group Insurance Contract may be submitted to the Insurer by the Policyholder, the Insured, a Beneficiary under the Group Insurance Contract, or their heirs who have a legal interest in establishing liability or in the payment of benefits under the Group Insurance Contract:

   1) in writing:
      a) in paper form – in person at the insurer's registered office, or by post, or posted at a post office within the European Union to the insurer's correspondence address: ul. Konstruktorska 12, 02-673 Warsaw, or
      b) electronically – via email to:reklamacje@mondial-assistance.pl or sent to the electronic delivery address, AE:PL-86164-19057-RHUFJ-24, registered in the electronic address database;
   2) verbally – by telephone on: 22 522 26 40 (available on working days between 8.00 and 16.00) or in person, recorded in the minutes, during the complainant's visit to the insurer's registered office;

9. The insurer will consider the complaint and provide a written response:

   1) in electronic form – where the complaint was submitted in writing in electronic form, unless the complainant has requested a response in paper form;
   2) in paper form – where the complaint was submitted in writing in paper form, unless the complainant has requested a written reply in electronic form;
   3) in paper or electronic form, as requested by the complainant – where the complaint was made orally by the complainant.

10. Where a complaint has been submitted in writing in electronic form, a response shall be provided:

   1) using the electronic means of communication through which the complainant submitted the complaint, or another electronic means of communication specified by the

complainant – where the complaint was submitted by the complainant using an electronic means of communication;

2) to the complainant's address for electronic service referred to in Article 2(1) of the Act of 18 November 2020 for electronic service, entered in the electronic address database referred to in Article 25 of that Act – where the complaint was sent by the complainant to an address for electronic service.

11. The insurer shall consider complaints relating to the conclusion or performance of the Group Insurance Contract without delay, no later than within 30 days of receipt. In particularly complex cases, the time limit for considering the complaint may be extended to 60 days; the complainant shall be informed of the extended time limit for consideration of the complaint, together with the reasons therefor, in accordance with paragraphs 9 and 10.

12. The complainant has the right to appeal against the response to the complaint by submitting a request for the case to be reconsidered within 30 days of receiving the response to the Director of the Insurer's Branch. A response to the appeal shall be provided without delay, no later than 30 days from receipt, and shall be sent in accordance with paragraphs 9 and 10.

13. A natural person lodging a complaint who is the Insured Person or a Beneficiary under a group insurance contract is entitled, should their claims not be upheld under the above complaint-handling procedure, to submit a request for the matter to be considered by the Financial Ombudsman.

14. A natural person lodging a complaint who is an Insured Person or a Beneficiary under a group insurance contract is entitled, should their claims not be upheld under the above complaint-handling procedure, the right to apply to the Financial Ombudsman to initiate proceedings for the out-of-court resolution of disputes between the customer and a financial market entity, as referred to in the Act of 5 August 2015 on the handling of complaints by financial market entities, at , the Financial Ombudsman at , and the Financial Education Fund at . The Financial Ombudsman is authorised to conduct proceedings concerning the out-of-court resolution of consumer disputes, as referred to in the Act of 23 September 2016 on the out-of-court resolution of consumer disputes. Detailed information is available at: www.rf.gov.pl.

Office of the Financial Ombudsman
47A Nowogrodzka Street
00-695 Warsaw
Tel. +48 22 333-73-26 – Reception
+48 22 333-73-27 – Reception
fax +48 22 333-73-29
www.rf.gov.pl

15. In matters not covered by these General Terms and Conditions, the provisions of the Civil Code, the Act on Insurance and Reinsurance Activities and generally applicable legal acts relating to group insurance contracts shall apply.

16. These General Terms and Conditions shall be governed by Polish law.

17. The language used in dealings between the Insurer, the Policyholder, the Insured, the Beneficiary under the group insurance contract or their heirs is Polish. Medical documentation may be submitted in English, as well as in the language of the country in which the Insured Event occurred.

18. Disputes arising from the Group Insurance Contract may be resolved through legal proceedings by bringing an action before a civil court. The Insurer shall be the defendant.

19. An action for a claim arising from the Group Insurance Contract may be brought in accordance with the provisions on general jurisdiction or before the court having jurisdiction over the place of residence or registered office of the Policyholder, the Insured or the Beneficiary under the Group Insurance Contract.

20. An action for a claim arising from a group insurance contract may be brought in accordance with the provisions on general xml-ph-0000@deepl.internal jurisdiction or before the court having jurisdiction over the place of residence of the Insured's heir or the beneficiary's heir under the group insurance contract.

21. The Insurer shall reimburse the Insured or the person who contacted the Insurer on their behalf for the costs of telephone calls made in connection with the occurrence of an Insured Event. Reimbursement shall be made on the basis of a printout of the telephone calls made – a billing statement confirming the calls made to the Insurer. The reimbursement shall be made in the currency of the Insured's country of residence and shall represent the equivalent of the amounts in other currencies, as documented by the billing statement, converted into the currency of the Insured's country of residence at the average exchange rate published by the National Bank of Poland (NBP) in Table A of average foreign exchange rates on the date of payment.

22. The Insurer shall not provide insurance cover, nor shall it be obliged to pay compensation or provide financial benefits under the cover granted, if the payment of compensation or other financial benefits may expose the Insurer to any sanctions, prohibitions or restrictions imposed pursuant to a resolution of the United Nations or any trade and economic sanctions, statutory or regulatory provisions of the European Union, the United Kingdom, Polish law or the laws of the United States of America.

23. These General Terms and Conditions of Overseas Travel Insurance for Key Clients of the LUX MED Group were adopted by the Insurer's Resolution No. 02/2026 of 12 February 2026 and come into force on 13 February 2026.

## Appendix 1 to the General Terms and Conditions
## 'Table of Percentage Assessment of Permanent Health Impairment Resulting from an Accident'

Approved by Resolution No. U/042/2021 of the Management Board of AWP P&C S.A., Polish Branch, dated 24 June 2021

### A. HEAD INJURIES

| **1. Damage to the skull (excluding bone damage):** | Percentage of health impairment |
|---|---|
| a) Significant, extensive (over 5 cm in length), disfiguring, contracturing scars – depending on the size, visibility, tenderness of the scars, etc. | 1–10 |
| Loss of scalp skin – scalping (depending on the area affected): | |
| b) less than 25% of the scalp area | 1–10 |
| c) 25% to 75% of the hair-bearing skin area | 11–20 |
| d) more than 75% of the scalp area | 21–30 |
| **NOTE:**<br>**In the case of successful scalp replantation or the repair of a scalp defect using a skin graft, and the restoration of the patient's own hair, the outcome should be assessed in accordance with point 1(a).** | |
| **2. Damage to the cranial vault and skull base, depending on the extent of depression and fragmentation** | 1–10 |
| **3. Defects in the bones of the cranial vault with a total surface area – depending on size:** | |
| a) less than 10 $cm^2$ | 1–10 |
| b) from 10 to 50 $cm^2$ | 11–15 |
| c) over 50 $cm^2$ | 16–25 |
| **NOTE:**<br>**- If the resulting bone defect has been successfully repaired by plastic surgery, the degree of permanent health impairment, assessed in accordance with the above rule, shall be reduced by half.**<br>**- If, in the case of damage to and defects in the skull bones (items 2 and 3), there is concurrent damage to the cranial vault (item 1), the degree of impairment due to the damage to or defects in the skull bones under item 2 or 3 must be assessed separately from that due to damage to the cranial vault under item 1.** | |
| **4. Permanent, persistent complications accompanying the injuries listed in items 1, 2 and 3, in the form of: recurrent ear or nasal discharge, chronic osteitis, or subperiosteal phlegmon – are assessed additionally – depending on the type and degree of the complications** | 1–15 |
| **5. Paralysis and paresis of cerebral origin (taking into account the Lovett or Ashworth scale, as appropriate):** | |
| a) hemiplegia, paralysis of the lower limbs preventing independent standing and walking (0–1° on the Lovett scale or 5° on the Ashworth scale) | 100 |
| b) severe hemiparesis or paresis of both lower limbs significantly impairing limb function (2° to 3° on the Lovett scale or 4°–3° on the Ashworth scale) | 60–80 |
| c) moderate hemiparesis or paresis of both lower limbs (3°–4° on the Lovett scale or 3°–2° on the Ashworth scale) | 40–60 |
| d) mild (slight, subtle) hemiparesis or paresis of both lower limbs (Grade 4 or 4/5 on the Lovett scale or 2–1.1 on the Ashworth scale), with a subtle deficit in strength accompanied by abnormalities in muscle tone, insufficient precision of movement, etc. | 5–40 |
| e) paralysis of an upper limb (0–1° on the Lovett scale or 5° on the Ashworth scale) with paresis of a lower limb (3–4° on the Lovett scale or 3–2° on the Ashworth scale): | |
| -right | 70–90 |
| -left | 60–80 |
| f) paresis of the upper limb (3–4° on the Lovett scale or 3–2° on the Ashworth scale) with paralysis of the lower limb (0–1° on the Lovett scale or 5° on the Ashworth scale): | |
| -right | 70–90 |
| -left | 60–80 |
| g) central monoparesis affecting the upper limb (0–1° on the Lovett scale or 5° on the Ashworth scale): | |

| | |
|---|---|
| -right | 50–60 |
| -left | 40–50 |
| h) central monoparesis affecting the upper limb (2°–2/3° on the Lovett scale or 4–3° on the Ashworth scale): | |
| -right | 30–50 |
| -left | 20–40 |
| i) central monoparesis affecting the upper limb (3–4° on the Lovett scale or 3–2° on the Ashworth scale): | |
| -right | 10–30 |
| -left | 5–20 |
| j) central monoparesis affecting the lower limb (0–1° on the Lovett scale or 5° on the Ashworth scale): | 40–50 |
| k) central monoparesis affecting the lower limb (2–2/3° on the Lovett scale or 4–3° on the Ashworth scale) | 25–40 |
| l) central monoparesis affecting the lower limb (3-3/4° on the Lovett scale or 3-2° on the Ashworth scale): | 15–25 |
| m) central monoparesis affecting the lower limb (4-4/5° on the Lovett scale or 2/1.1° on the Ashworth scale): | 5–15 |
| **NOTE:**<br>**- In the event of co-existing speech disorders of central origin, assess additionally in accordance with point 11, bearing in mind that the total degree of health impairment due to brain damage must not exceed 100 per cent.**<br>**- Where there is a difference in the severity of paresis between the lower limbs, assess separately for each limb in accordance with points 5 j to 5 ł.** | |
| **LOVETT SCALE** | |
| 0° – absence of active muscle contraction – absence of muscle strength | |
| 1° – trace of active muscle contraction – 5% of normal muscle strength | |
| 2° – marked muscle contraction and the ability to perform movement with assistance and unloading of the affected segment – 20% of normal muscle strength | |
| 3° – ability to perform active, independent movement against the resistance of the affected segment – 50% of normal muscle strength | |
| 4° – ability to perform active movement against some resistance – 80% of normal muscle strength | |
| 5° – normal strength, i.e. the ability to perform active movement against full resistance – 100% of normal muscle strength | |
| **ASHWORTH SCALE** | |
| 1 – no increased muscle tone | |
| 2 – slight increase in muscle tone occurring during flexion or extension of the limb | |
| 3 – a more marked increase in muscle tone, but the affected part yields easily to flexion | |
| 4 – marked increase in muscle tone; passive movement is difficult to perform | |
| 5 – stiffness of the examined segment during flexion and extension | |
| **6. Extrapyramidal syndromes:** | |
| a) a persistent extrapyramidal syndrome significantly impairing functional ability and requiring care from others | 100 |
| b) a severe degree of extrapyramidal syndrome impairing physical function and self-care, but not requiring care from others | 41–70 |
| c) moderate extrapyramidal syndrome impairing physical functioning and self-care, not requiring care from others | 21–40 |
| d) mild extrapyramidal syndrome impairing physical functioning and self-care, not requiring care from third parties | 11–20 |
| e) marked extrapyramidal syndrome | 5–10 |
| **7. Post-traumatic hypothalamic syndromes and other established endocrine disorders of confirmed central origin (diabetes insipidus, diabetes mellitus, hyperthyroidism, etc.):** | |
| a) preventing walking and independent functioning | 100 |
| b) significantly impairing walking and mobility | 41–80 |
| c) moderately impairing walking and mobility | 11–40 |
| d) causing a slight impairment of walking and mobility, with a slight impairment of coordination and precision of movement | 1–10 |
| **8. Epilepsy (treated) as an isolated consequence of brain damage:** | |
| a) epilepsy with mental disorders, personality disorder or dementia preventing independent living | 71–100 |
| b) epilepsy with infrequent seizures but with signs of dementia, significantly impeding independent functioning | 50–70 |
| c) epilepsy with very frequent generalised seizures – 3 or more seizures per week | 31–40 |
| d) epilepsy with generalised seizures – more than 2 per month | 21–30 |
| e) epilepsy with generalised seizures – 2 or fewer per month | 11–20 |
| f) epilepsy with seizures of various types – without loss of consciousness | 1–10 |

| | |
|---|---|
| **NOTE:**<br>**The basis for a diagnosis of epilepsy is: recurrent epileptic seizures, typical EEG changes, and outpatient or hospital records confirming the diagnosis. The diagnosis should be confirmed by a neurologist or psychiatrist. Suspicion of epilepsy is not sufficient to recognise a loss on this basis. It is advisable to carry out CT and MRI scans to rule out non-traumatic causes.** | |
| **9. Neurological and mental disorders caused by organic brain damage (encephalopathies) – excluded from the Company's liability under the General Terms and Conditions of the Insurance Contract** | |
| **10. Adjustment disorders, neuroses, so-called cerebrasthenic syndromes and other persistent subjective complaints arising as a result of craniocerebral injuries – excluded from the Company's liability under the General Terms and Conditions of the Insurance Contract** | |
| **11. Speech disorders** | |
| a) total aphasia (sensory or sensory-motor) with agraphia and alexia | 100 |
| b) Total motor aphasia | 60 |
| c) Aphasia significantly impeding communication | 41–59 |
| d) aphasia causing moderate or mild impairment of communication | 21–40 |
| e) mild aphasia, amnestic aphasia, discrete speech disorders, dysphasia | 10–20 |
| **12. Post-traumatic hypothalamic syndromes and other established endocrine disorders of confirmed central origin (diabetes insipidus, diabetes mellitus, hyperthyroidism, etc.):** | |
| a) significantly impairing bodily functions | 31–50 |
| b) slightly impairing bodily function | 20–30 |
| **13. Partial or complete damage to the motor nerves of the eyeball (nerves: oculomotor, trochlear, abducens):** | |
| a) with symptoms of double vision, drooping eyelid and accommodation disorders | 21–30 |
| b) with symptoms of double vision and ptosis | 11–20 |
| c) with symptoms of double vision but without ptosis | 5–10 |
| d) accommodation disorders or other disorders of the internal eye muscles | 1–10 |
| **14. Partial or complete damage to the trigeminal nerve – depending on the degree of damage:** | |
| a) sensory (including post-traumatic neuralgia) | 1–10 |
| b) motor | 1–10 |
| c) sensory-motor | 2–20 |
| **15. Facial nerve damage:** | |
| a) complete peripheral with eyelid closure deficit | 20 |
| b) partial peripheral, depending on the severity of symptoms | 3–19 |
| c) isolated central damage | 2–10 |
| **NOTE:**<br>**- The co-occurrence of facial nerve damage with a fracture of the petrous bone should be assessed in accordance with point 49.**<br>**- Central facial nerve damage co-existing with other symptoms indicative of brain damage should be assessed in accordance with point 5.** | |
| **16. Permanent partial or complete damage to the glossopharyngeal and vagus nerves – depending on the degree of impairment of speech, swallowing, breathing, circulation and gastrointestinal function:** | |
| a) severe | 26–50 |
| b) moderate degree | 11–25 |
| c) minor degree | 5–10 |
| **17. Partial or complete damage to the accessory nerve – depending on the degree of damage** | 3–15 |
| **18. Partial or complete damage to the hypoglossal nerve – depending on the degree of damage** | 5–20 |
| **NOTE:**<br>**If damage to the cranial nerves is accompanied by other brain injuries, these should be assessed in accordance with point 5.** | |

## B. FACIAL INJURIES

| | |
|---|---|
| **19. Damage to the facial integument (scars and defects):** | |

| | |
|---|---|
| a) disfigurement – visible, disfiguring, extensive (over 2 cm in length or over 1.5 $cm^2$ in area) scars and defects without functional impairment – depending on the size of the scars and defects on the facial skin | 1–10 |
| b) disfigurements with moderate functional impairment – depending on the size of the scars and defects in the facial skin and the degree of functional impairment following optimal correction | 5–25 |
| c) disfigurements combined with severe functional impairment (summing the assessment for disfigurement with the assessment of individual functional impairments – eating difficulties, breathing difficulties, speech difficulties, eyelid dysfunction, etc.) – depending on the size of the scars and defects in the facial skin and the degree of functional impairment following optimal correction | 26–60 |
| d) scars from burns above grade IIA – per 1% TBSA (total body surface area) | 5 |
| **NOTE:**<br>**- If the scars affect the nose, they should be assessed collectively in accordance with point 20.**<br>**- If the injury to the nose forms part of a complex of injuries covered by point 19, the assessment set out in point 19 shall apply.** | |
| **20. Injuries to the nose (including fractures of the nasal bones, the nasal septum, damage to the cartilaginous portion, and defects in the soft tissues):** | |
| a) visible, disfiguring deformity of the nose, persisting after correction, without impairment of breathing or sense of smell – depending on the extent of the injury | 1–5 |
| b) damage to the cartilaginous-osseous structure of the nose with breathing difficulties persisting after correction – depending on the extent of the damage and the severity of the breathing difficulties | 6–15 |
| c) damage to the cartilaginous-bony structure of the nose with breathing and sense of smell disorders persisting after correction – depending on the severity of the breathing and sense of smell disorders | 10–19 |
| d) impaired or lost sense of smell following damage to the anterior cranial fossa | 2–5 |
| e) loss of a significant part of the nose or total loss (including the nasal bones) | 21–30 |
| **NOTE:**<br>**It is recommended that the loss of the sense of smell be confirmed by objective tests.** | |
| **21. Loss of teeth – regardless of prosthetic restoration:** | |
| a) permanent incisors and canines – for each tooth: | |
| I. partial loss of the crown (less than half the crown) | 0.5 |
| II. complete loss of the crown with the root remaining (at least 1/2 of the crown) | 1 |
| III. complete loss of the tooth including the root | 2 |
| b) remaining teeth – for each tooth: | |
| I. loss of the crown (at least half the crown) | 0.5 |
| II. complete loss of a tooth, including the root | 1 |
| c) loss of a milk tooth | 0.5 |
| **NOTE:**<br>**In cases where tooth loss is associated with the loss of the upper or lower jaw, assess in accordance with point 23.** | |
| **22. Fractures of the orbital bones, jaw bones and zygomatic bone, depending on the degree of displacement and union, fixed deformities, malocclusion, impaired mastication and sensory disturbances:** | |
| a) mild | 1–5 |
| b) severe | 6–10 |
| **NOTE:**<br>**- In the case of an orbital injury with double vision but no impairment of visual acuity, an additional assessment should be made in accordance with point 13c; in the case of impaired visual acuity, the assessment should be made in accordance with the table up to point 27a.**<br>**- In the event of significant neurological deficits affecting facial innervation, an additional assessment should be made in accordance with the relevant section for the nerve in question.**<br>**- If damage to the facial bones is accompanied by disfigurement, assess solely in accordance with point 19.**<br>**- In the case of a mandibular fracture involving other facial bones, the consequences of the mandibular injury shall be assessed separately from the fractures of the other facial bones – additionally in accordance with point 24.** | |
| **23. Loss of the upper or lower jaw, together with disfigurement and loss of teeth – depending on the extent of the defects, disfigurement and complications:** | |
| a) partial | 10–35 |
| b) total | 36–50 |
| **24. Healed mandibular fractures with displacement of the fragments:** | |

| | |
|---|---|
| a) without temporomandibular joint dysfunction – depending on the degree of deformity and jaw opening | 1–5 |
| b) with temporomandibular joint dysfunction – depending on the degree of chewing impairment and jaw opening | 6–10 |
| **25. Palatal defect** | |
| a) tongue defects – minor defects without speech impairment | 5–10 |
| b) with speech and swallowing disorders – depending on the severity of the disorders | 11–25 |
| c) with severe speech and swallowing difficulties – depending on the severity of the difficulties | 26–40 |
| **26. Defects and injuries to the tongue – depending on the extent of the defects, deformities, speech disorders and swallowing difficulties** | |
| a) no swallowing difficulties | 1–3 |
| b) moderate defects and deformities of the tongue impairing feeding and speech to a degree that slightly hinders communication, depending on the severity | 4–15 |
| c) extensive defects and moderate deformities of the tongue impairing feeding and speech to a degree that slightly hinders communication, depending on the severity | 16–40 |
| d) complete loss of the tongue | 50 |

## C. VISUAL IMPAIRMENTS

| | |
|---|---|
| **NOTE:**<br>**- Visual acuity is always determined after optimal correction with spectacles, whether there is corneal or lens opacity, or where there is concomitant damage to the retina or optic nerve.**<br>**- The final assessment should be adjusted to account for any pre-existing visual impairment.** | |
| **27. Reduced visual acuity or loss of sight in one or both eyes:** | |
| a) in the event of reduced visual acuity or loss of vision in one or both eyes, permanent impairment is assessed according to the Table (Table for point 27a) | |
| b) loss of vision in one eye accompanied by enucleation of the eyeball | 40 |
| **NOTE:**<br>**- The degree of impairment specified in point 27(b) includes disfigurement associated with the prolapse of the eyeball.**<br>**- In the case of persistent double vision without impairment of visual acuity, assess in accordance with point 13(c).** | |
| **28. Loss of accommodation without impairment of visual acuity after correction:** | |
| a) one eye | 15 |
| b) both eyes | 30 |
| **29. Damage to the eyeball resulting from blunt trauma:** | |
| a) with visual acuity impairment – as per the table up to point 27a | |
| b) with a visible cosmetic defect or deformity of the eyeball – depending on the degree, additionally | 1–5 |
| **30. Damage to the eyeball – resulting from penetrating injuries:** | |
| a) with visual acuity impairment – according to the table up to point 27a | |
| b) with a visible cosmetic defect or deformity of the eyeball – depending on the degree, additionally | 1–5 |
| **31. Damage to the eyeball resulting from chemical, thermal, electromagnetic radiation or electrical injuries:** | |
| a) with visual acuity impairment – according to the table up to point 27a | |
| b) with a visible cosmetic defect or deformity of the eyeball – depending on the degree, additionally | 1–5 |

**Table for point 27a**

| Visual acuity of the right eye | 1.0 (10/10) | 0.9 (9/10) | 0.8 (8/10) | 0.7 (7/10) | 0.6 (6/10) | 0.5 (5/10) | 0.4 (4/10) | 0.3 (3/10) | 0.2 (2/10) | 0.1 (1/10) | 0 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Visual acuity of the left eye | Percentage of permanent impairment | | | | | | | | | | |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1.0 (10/10) | 0 | 2.5 | 5 | 7.5 | 10 | 12.5 | 15 | 20 | 25 | 30 | 35 |
| 0.9 (9/10) | 2.5 | 5 | 7.5 | 10 | 12.5 | 15 | 20 | 25 | 30 | 35 | 40 |
| 0.8 (8/10) | 5 | 7.5 | 10 | 12.5 | 15 | 20 | 25 | 30 | 35 | 40 | 45 |
| 0.7 (7/10) | 7.5 | 10 | 12.5 | 15 | 20 | 25 | 30 | 35 | 40 | 45 | 50 |
| 0.6 (6/10) | 10 | 12.5 | 15 | 20 | 25 | 30 | 35 | 40 | 45 | 50 | 55 |
| 0.5 (5/10) | 12.5 | 15 | 20 | 25 | 30 | 35 | 40 | 45 | 50 | 55 | 60 |
| 0.4 (4/10) | 15 | 20 | 25 | 30 | 35 | 40 | 45 | 50 | 55 | 60 | 65 |
| 0.3 (3/10) | 20 | 25 | 30 | 35 | 40 | 45 | 50 | 55 | 60 | 65 | 70 |
| 0.2 (2/10) | 25 | 30 | 35 | 40 | 45 | 50 | 55 | 60 | 65 | 70 | 80 |
| 0.1 (1/10) | 30 | 35 | 40 | 45 | 50 | 55 | 60 | 65 | 70 | 80 | 90 |
| 0 | 35 | 40 | 45 | 50 | 55 | 60 | 65 | 70 | 80 | 90 | 100 |

| | |
|---|---|
| **32. Damage to the eyeball resulting from chemical or thermal injuries, or injuries caused by electromagnetic radiation or electrical energy:** | |

**Table for point 32**

| Narrowing to | Where the visual field in the other eye is not narrowed | In both eyes | In the event of blindness in the other eye |
|---|---|---|---|
| 60° | 0 | 0 | 20–35% |
| 50° | 1–5% | 10–15% | 36–45% |
| 40° | 6–10% | 16–25% | 46–55% |
| 30° | 11–15% | 26–50% | 56–70% |
| 20° | 16–20% | 51–80% | 71–85% |
| 10° | 21–25% | 81–90% | 86–95% |
| below 10° | 26–35% | 91–95% | 96–100% |

| | |
|---|---|
| **33. Hemianopia and other forms of visual impairment:** | |
| a) binocular | 60 |
| b) binocular | 30 |
| c) homonymous | 30 |
| d) other visual field defects (monocular) | 15 |
| **34. Post-traumatic aphakia without concomitant visual acuity impairment following optimal correction:** | |
| a) in one eye | 15 |
| b) in both eyes | 30 |
| **NOTE:**<br>**Where uncorrectable visual acuity impairments co-exist, these are additionally assessed in accordance with the Table up to point 27, with a limit of 35% for one eye and 100% for both eyes.** | |
| **35. Post-traumatic aphakia without concomitant visual acuity impairment following optimal correction:** | |
| a) in one eye – according to the Table under point 27a within the range of | 15–35 |
| b) in both eyes – according to the Table up to point 27a within the range | 30–100 |
| **36. Obstruction of the lacrimal ducts (epiphora), following surgical correction – depending on the degree and severity of symptoms:** | |
| a) in one eye | 5–10 |
| b) in both eyes | 10–15 |
| **37. Retinal detachment in one eye – post-traumatic – to be assessed according to the Table for point 27(a) and the Table for point 32 and/or point 33(d), not less than:** | 3 |
| **NOTE:**<br>**Traumatic retinal detachment in one eye is recognised if it occurs following an eye or head injury (excluding any permanent impairment existing prior to the injury). Retinal detachments without a confirmed eye or head injury (following exertion, lifting, bending, jumping, etc.) are not recognised as traumatic.** | |

| | |
|---|---|
| **38. Glaucoma – secondary post-traumatic, following confirmed eye or head injury** | 3 |
| **NOTE:**<br>**In the event of a deterioration in visual acuity – assessment in accordance with the Table under point 27a, and in the event of concentric narrowing of the visual field – assessment in accordance with the Table under point 32, provided that the total percentage of permanent impairment of health does not exceed 35% for one eye and 100% for both eyes.** | |
| **39. Pulsatile exophthalmos – depending on the degree:** | |
| a) unilateral | 35 |
| b) bilateral | 100 |
| **40. Traumatic cataract – to be assessed according to the Table up to point 27a, following completion of treatment and optimal correction.** | |
| **41. Chronic conjunctivitis following an eye injury:** | |
| a) minor lesions | 1–5 |
| b) extensive lesions, corneal and conjunctival scarring, eyelid adhesions | 6–10 |
| **NOTE:**<br>**- The total assessed degree of impairment resulting from damage to individual structures of the eye must not exceed the degree of impairment specified for total loss of sight in one eye (35%) or in both eyes (100%).**<br>**- If an injury to the eyelids or orbital tissues forms part of injuries to other parts of the face, it shall be assessed in accordance with point 19 or 22, supplementing the assessment with point 27a.** | |

## D. DAMAGE TO THE HEARING ORGAN

| | |
|---|---|
| **42. Impaired hearing acuity.**<br>**In the case of impaired hearing acuity, permanent impairment is assessed in accordance with the Table below:** | |

**Table for point 42**

| Calculation of the percentage of health impairment due to hearing loss according to Roser (modified) | | | | |
|---|---|---|---|---|
| Right ear / Left ear | 0–25 dB | 26–40 dB | 41–70 dB | Over 70 dB |
| 0–25 dB | 0 | 5 | 10% | 20% |
| 26–40 dB | 5% | 15% | 20% | 30% |
| 41–70 dB | 10% | 20% | 30% | 40% |
| over 70 dB | 20 | 30% | 40% | 50% |
| **NOTE:**<br>**The average is calculated separately for the right and left ears, taking into account the frequencies at 500, 1000 and 2000 Hz. If the difference between the values at 500 Hz and 2000 Hz is greater than 40 dB, the hearing loss is calculated as the average of the four thresholds: 500, 1000, 2000 and 4000 Hz. If the difference between the values at 500 Hz and 2000 Hz is greater than 40 dB, but the hearing threshold at 4000 Hz is better than that at 2000 Hz, the hearing loss is calculated as the average of the three thresholds: 500, 1000 and 4000 Hz.** | | | | |
| **43. Injuries to the auricle:** | | | | |
| a) deformity of the auricle (scarring, burns and frostbite) or partial loss of the auricle – depending on the extent of the damage | | | | 1–10 |
| b) complete loss of one auricle | | | | 15 |
| c) total loss of both auricles | | | | 30 |

| | |
|---|---|
| **44. Narrowing or obstruction of the external auditory canal – unilateral or bilateral, with hearing loss or hearing impairment – to be assessed according to the Table up to point 42** | |
| **45. Chronic suppurative otitis media following trauma:** | |
| a) unilateral | 5 |
| b) bilateral | 10 |
| **46. Chronic suppurative otitis media following trauma, complicated by cholesteatoma, osteomyelitis or other pathology – depending on the severity of the complications:** | |
| a) unilateral | 5–15 |
| b) bilateral | 10–20 |
| **47. Damage to the middle ear, eardrum, ossicles or temporal bone – to be assessed according to the Table up to point 42** | |
| **48. Damage to the inner ear:** | |
| a) with damage to the auditory portion – assess according to the Table up to point 42 | |
| b) with damage to the vestibular part (dizziness, nausea, minor balance disorders) | 1–20 |
| c) with damage to the vestibular system (dizziness, nausea, vomiting, balance disorders making it difficult to move around) | 21–50 |
| d) with damage to both the auditory and vestibular parts – depending on the degree of damage – to be assessed collectively according to points 48a and 48b or 48a and 48c. | |
| **49. Damage to the facial nerve combined with a fracture of the petrous bone:** | |
| a) unilateral – depending on the degree of damage | 5–25 |
| b) bilateral | 10–50 |

## E. INJURIES TO THE NECK, LARYNX, TRACHEA AND OESOPHAGUS

| | |
|---|---|
| **50. Injury to the throat with impaired function** | 5–10 |
| **51. Damage to or narrowing of the larynx, damage to the laryngeal nerves, allowing the patient to manage without a tracheostomy tube – depending on the severity of the damage:** | |
| a) mild intermittent shortness of breath, hoarseness | 5–10 |
| b) laryngeal stridor, shortness of breath on moderate exertion, choking, depending on the severity of symptoms | 11–30 |
| **52. Laryngeal damage requiring the permanent use of a tracheostomy tube:** | |
| a) with voice disorders – depending on the severity | 30–59 |
| b) with aphonia | 60 |
| **53. Damage to the trachea with narrowing of its lumen – depending on the degree of narrowing:** | |
| a) without respiratory failure | 1–10 |
| b) with shortness of breath during physical exertion | 11–20 |
| c) with shortness of breath whilst walking on a level surface, requiring the patient to stop periodically to catch their breath | 21–40 |
| d) with shortness of breath at rest – severe narrowing, persisting after correction, confirmed by bronchoscopy | 41–60 |
| **54. Oesophageal damage:** | |
| a) with permanent stricture, without feeding difficulties | 1–5 |
| b) with partial feeding difficulties – depending on the degree of malnutrition, not requiring reconstructive surgery | 6–20 |
| c) with significant obstruction, difficulties with feeding, requiring reconstructive surgery, depending on the degree of malnutrition | 21–50 |
| d) complications following oesophageal injury and reconstructive surgery, strictures in anastomoses, permanent fistulas, etc. – assessed in accordance with point 54c, increasing the degree of impairment by | 10–30 |
| **55. Damage to soft tissues of the skin and muscles – depending on scarring, neck mobility and head position:** | |
| a) skin scars, extensive (over 5 cm in length), visible, disfiguring, without restriction of neck mobility, depending on the size, visibility and tenderness of the scars | 1–5 |
| b) lesions with permanent mild to moderate restriction of neck mobility – up to 50% of the range of motion | 6–15 |
| c) conditions with significant restriction of neck mobility – over 50% of the range of motion, with asymmetrical head position | 16–30 |
| d) scars from burns above grade IIA – 1% of TBSA (total body surface area) | 2 |
| **NOTE:** | |

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| **Soft tissue injury with concomitant injury to the cervical spine – to be assessed in accordance with point 89.** |

## F. CHEST INJURIES AND THEIR CONSEQUENCES

| | |
|---|---|
| **56. Injuries to the soft tissues of the chest and back – depending on the degree of deformity, the extent of scarring, muscle loss and the degree of respiratory impairment:** | |
| a) visible deformities, defects and skin scars, extensive (over 5 cm in length), visible, disfiguring, not restricting chest mobility | 1–5 |
| b) moderate restriction of chest mobility – scars, muscle defects with a slight reduction in respiratory capacity | 6–10 |
| c) moderate restriction of chest wall mobility – scars, muscle defects with a moderate reduction in respiratory capacity | 11–25 |
| d) severe restriction of chest mobility, extensive contracture scars, extensive muscle atrophy with a significant reduction in respiratory capacity | 26–40 |
| e) scarring from burns above grade IIA – 3% of TBSA (total body surface area) | 1 |
| **NOTE:**<br>**The degrees of respiratory impairment are set out in the note following point 62** | |
| **57. Damage to or loss of the nipple in women (in men, assessment is in accordance with point 56):** | |
| a) scarring or partial loss of the nipple, depending on the extent of the scarring | 1–5 |
| b) significant or complete loss of the nipple – after the age of 50 | 6–10 |
| c) significant or complete loss of the nipple – up to the age of 50 | 11–15 |
| d) partial damage to the nipple or partial loss of the nipple, depending on the extent of the defect, up to the age of 50 | 5–15 |
| e) partial damage to the nipple or partial loss of the nipple, depending on the extent of the defect, after the age of 50 | 1–10 |
| f) total loss of the nipple – up to the age of 50 | 16–20 |
| g) total loss of the nipple – after the age of 50 | 10–15 |
| h) loss of the breast with part of the pectoral muscle – to be assessed according to the above points, adding points depending on the degree of deformity, chest dysfunction and upper limb dysfunction | 1–10 |
| **58. Fractures (of at least two) ribs:** | |
| a) with deformities present but without reduced respiratory capacity | 1–5 |
| b) with moderate restriction of chest mobility – with a slight reduction in respiratory capacity | 6–10 |
| c) with moderate restriction of chest movement – with a moderate reduction in respiratory capacity | 11–25 |
| d) with a significant restriction of chest mobility, with a significant reduction in respiratory capacity | 26–40 |
| **NOTE:**<br>**The degrees of respiratory impairment are set out in the note following point 62.** | |
| **59. Sternum fracture:** | |
| a) without deformity, with confirmed chronic pain syndrome | 1–3 |
| b) with displaced union, depending on the degree of deformity and symptoms | 4–10 |
| **60. Fractures of the ribs or sternum complicated by chronic osteomyelitis, the presence of foreign bodies (excluding foreign bodies resulting from surgical procedures), or fistulas – assessed in accordance with point 58 or 59, with the degree of impairment increased – depending on the severity of the complications and functional impairment – by:** | 1–15 |
| **61. Damage to the lungs and pleura (pleural adhesions, damage to lung tissue, lung tissue defects, foreign bodies, etc.):** | |
| a) damage to the lungs and pleura without signs of respiratory failure | 1–5 |
| b) with mild symptoms of respiratory failure | 6–10 |
| c) with symptoms of moderate respiratory failure | 11–25 |
| d) with severe respiratory failure | 26–40 |
| **62. Damage to lung tissue complicated by bronchial fistulas or a lung abscess – to be assessed in accordance with point 61, increasing the degree of impairment – depending on the severity of the complications – by:** | 10–20 |
| **NOTE:**<br>**When assessing under points 56, 58, 60, 61 and 62, in addition to an X-ray examination, lung tissue damage and the degree of respiratory failure must be confirmed by spirometry and/or blood gas analysis. Where the sequelae of chest injuries are assessed under several points of the Table and respiratory failure accompanies these sequelae, the permanent impairment resulting from the** | |

| | |
|---|---|
| **degree of respiratory failure is determined solely on the basis of one point – 56, 58 or 61 – adopting the category corresponding to the established degree of respiratory failure. The remaining points are assessed as if there were no respiratory impairment.** | |
| **DEGREES OF RESPIRATORY IMPAIRMENT:**<br>- mild reduction in respiratory capacity – VC 70–80%, FEV1 70–80%, FEV1%VC 70–80% – relative to predicted values,<br>- moderate reduction in respiratory function – VC 50–70%, FEV1 50–70%, FEV1%VC 50–70% – relative to predicted values,<br>- marked reduction in respiratory function – VC below 50%, FEV1 below 50%, FEV1%VC below 50% – relative to predicted values. | |
| **63. Heart or pericardial damage:** | |
| a) following surgical treatment, with a functional circulatory system, EF above 55%, above 10 METs, without contractility abnormalities | 5 |
| b) NYHA Class I, EF 50%–55%, over 10 METs, mild contractility impairment | 6–15 |
| c) NYHA Class II, EF 45%–55%, 7–10 METs, moderate systolic dysfunction | 16–25 |
| d) NYHA Class III, EF 35%–45%, 5–7 MET, severe impairment of contractility | 26–55 |
| e) NYHA Class IV, EF <35%, below 5 MET, severe contractility impairment | 56–90 |
| **NOTE:**<br>**Cardiac function must be assessed on the basis of clinical examination, cardiac imaging and/or exercise ECG. When classifying sequelae into specific sub-categories, at least two of the following criteria must be met: NYHA classification, EF, MET and impaired contractility.** | |

**NYHA CLASSIFICATION – THE NEW YORK HEART ASSOCIATION CLASSIFICATION DISTINGUISHES THE FOLLOWING FUNCTIONAL STATES OF THE HEART:**

| | |
|---|---|
| Class I | Heart disease without any limitation of physical activity. Basic physical activity does not cause fatigue, shortness of breath, palpitations or angina. |
| Class II | Heart disease causing minor limitations on physical activity. The patient feels well at rest. Basic physical activity causes fatigue, shortness of breath, palpitations and angina. |
| Class III | Heart disease causing a limitation in physical activity. Well-being at rest. Physical activity below the basic level causes fatigue, shortness of breath, palpitations and angina. |
| Class IV | Heart disease which causes discomfort during any physical activity. Symptoms of heart failure or coronary insufficiency may occur even at rest. Any physical activity increases the discomfort. |

| |
|---|
| **DEFINITION OF EF – LEFT VENTRICULAR EJECTION FRACTION:** |
| **Left ventricular ejection fraction –** the volume of blood ejected from the left ventricle into the circulatory system during a heartbeat. The ejection fraction is usually expressed as a percentage, as the ratio of the volume of blood ejected from the left ventricle during systole to the total volume of the left ventricle. The ejection fraction determines the heart's ability to contract and is an indicator of cardiac function. |
| **DEFINITION OF THE METABOLIC EQUIVALENT (MET), USED IN THE EVALUATION OF EXERCISE TESTS:** |
| **METs** (MET – metabolic equivalent – is a unit of resting oxygen consumption, approximately 3.5 ml of oxygen per kilogram of body weight per minute) are calculated by dividing the volume of oxygen (in ml/min) by the product of: body weight (in kg) × 3.5. The figure 3.5 is taken as the value corresponding to oxygen consumption at rest and is expressed in millilitres of oxygen per kilogram of body weight per minute. |

| | |
|---|---|
| **64. Diaphragmatic injuries – diaphragmatic rupture, diaphragmatic hernias – depending on the degree of impairment of gastrointestinal, respiratory and circulatory function:** | |
| a) no functional impairment following surgical treatment | 1–5 |
| b) minor impairment | 6–10 |
| c) moderate impairment | 11–20 |
| d) severe impairment | 21–40 |

## G. ABDOMINAL INJURIES AND THEIR CONSEQUENCES

| | |
|---|---|
| **65. Injuries to the abdominal wall (traumatic hernias, fistulas, scars, etc.) and the lumbar and sacral regions – depending on the nature of the scars, defects, location and extent of the injury:** | |
| a) visible deformities, defects and skin scars, extensive (over 5 cm in length), disfiguring | 1–5 |
| b) damage to the integument and muscle defects, post-traumatic hernias persisting after correction | 6–15 |
| c) scars from burns above degree IIA – for 3% of TBSA (total body surface area) | 1 |
| **NOTE:**<br>**Only hernias caused by post-traumatic damage to the abdominal wall (e.g. following a tear in the abdominal wall muscles) are considered traumatic hernias. Inguinal hernias, umbilical hernias, etc., and all those that became apparent following exertion or lifting, are not recognised as traumatic.** | |

| | |
|---|---|
| **66. Injuries to the stomach, intestines, omentum, and mesentery:** | |
| a) following surgical treatment, with no impairment of gastrointestinal function | 1–5 |
| b) with minor functional impairment and adequate nutritional status | 6–10 |
| c) with digestive disorders and inadequate nutritional status – depending on the severity of the disorders and nutritional status | 11–40 |
| d) with digestive disorders and poor nutritional status – enteral feeding only | 50 |
| **67. Permanent intestinal and faecal fistulas and stoma – depending on the availability of stoma care equipment and local complications:** | |
| a) small intestine | 30–80 |
| b) large intestine | 20–50 |
| **68. Damage to major blood vessels in the abdomen and pelvis not causing impairment of other organ functions, depending on the extent of vascular damage:** | 1–10 |
| **NOTE:**<br>**For the purposes of this Table, the following are considered to be major blood vessels of the abdomen: the abdominal aorta, the common iliac arteries, and the internal and external iliac arteries.** | |
| **69. Injury to the anus and anal sphincter:** | |
| a) scarring, strictures, minor symptoms | 1–5 |
| b) resulting in permanent, complete faecal and flatus incontinence | 60 |
| **70. Damage to the rectum:** | |
| a) full-thickness injury – minor symptoms, no functional impairment | 1–5 |
| b) mucosal prolapse | 6–10 |
| c) rectal prolapse, depending on the degree of prolapse, persisting after surgical treatment | 11–30 |
| **71. Spleen injuries:** | |
| a) treated conservatively (haematoma, organ rupture – confirmed by imaging) | 2 |
| b) treated surgically with organ preservation | 5 |
| c) loss in people aged 18 and over | 15 |
| d) loss in people under 18 | 20 |
| **72. Damage to the liver, bile ducts, gallbladder or pancreas – depending on complications and functional impairment:** | |
| a) no functional impairment, post-traumatic loss of the gallbladder | 1–5 |
| b) liver dysfunction classified as Child-Pugh Class A, mild exocrine pancreatic dysfunction or partial loss of the organ | 6–15 |
| c) Child-Pugh Class B liver dysfunction, moderate exocrine and endocrine pancreatic dysfunction or loss of a significant part of the organ | 16–40 |
| d) Child-Pugh Class C liver dysfunction, severe exocrine and endocrine pancreatic dysfunction | 41–60 |
| **NOTE:**<br>**A pancreatic fistula should be assessed according to the volume of secreted fluid, the degree of exocrine function, and secondary changes to the abdominal wall as per point 72 b or 72 c or 72 d. A biliary fistula should be assessed according to the volume of secreted fluid and secondary changes in the abdominal wall in accordance with point 72 b, 72 c or 72 d. Biliary strictures should be assessed according to the frequency of recurrent cholangitis and secondary changes in the liver as per point 72 b, 72 c or 72 d.** | |

**CHILD-PUGH CLASSIFICATION – with regard to the scores due**

| Parameter | Number of points | | |
|---|---|---|---|
| | 1 | 2 | 3 |
| Albumin (g/dl) in serum | >3.5 | 2.8–3.5 | <2.8 |
| Bilirubin (µmol/l) in serum | <25 | 25–40 | >40 |
| Prothrombin time (seconds above normal) | <4 | 4–6 | >6 |
| Ascites | None | slight | severe |
| Severity of encephalopathy | None | I–II° | III–IV° |

GROUP A – 5–6 points, GROUP B – 7–9 points, GROUP C – 10–15 points

## H. DAMAGE TO THE GENITOURINARY ORGANS

| | |
|---|---|
| **73. Damage to one or both kidneys resulting in impaired function – depending on the degree of functional impairment:** | 10–25 |
| **74. Loss of one kidney whilst the other remains healthy and functioning normally:** | 30 |
| **75. Loss of one kidney and impaired function of the other kidney – depending on the degree of impairment of the remaining kidney's function:** | 35–75 |
| **76. Damage to the ureter causing narrowing of its lumen:** | |
| a) not causing functional impairment | 1–5 |
| b) with impaired urinary tract function | 6–20 |
| **77. Bladder damage – assessment after achieving the optimal therapeutic effect – depending on the degree of reduction in bladder capacity, urinary dysfunction, and chronic inflammation** | |
| a) following surgical treatment, without functional impairment | 3–5 |
| b) mild to moderate functional impairment | 6–15 |
| c) severe functional impairment | 16–30 |
| **78. Fistulas of the upper urinary tract, bladder and urethra, persisting after surgical treatment:** | |
| a) impairing quality of life (depending on the options and methods available for managing the fistula and other secondary disorders) to a moderate degree | 10–25 |
| b) impairing quality of life (depending on the options and method of managing the fistula and other secondary disorders) to a significant degree | 26–50 |
| **79. Urethral strictures:** | |
| a) causing difficulty in passing urine | 5–15 |
| b) with urinary incontinence or urinary retention | 16–40 |
| c) with urinary incontinence or urinary retention with complications | 41–60 |
| **NOTE:**<br>**The severity of urinary dysfunction should be confirmed by urodynamic testing.** | |
| **80. Loss of the penis:** | 40 |
| **81. Damage to or partial loss of the penis – depending on the extent of the damage and functional impairment:** | 3–30 |
| **82. Damage to or loss of one testicle, ovary or other structures of the reproductive system (not covered by other items in the table) – depending on the extent of the damage and functional impairment:** | |
| a) damage occurring before the age of 50 | 5–19 |
| b) injury after the age of 50 | 1–9 |
| c) loss before the age of 50 | 20 |
| d) loss after the age of 50 | 10 |
| **83. Loss of both testicles or both ovaries:** | |
| a) before the age of 50 | 40 |
| b) after the age of 50 | 20 |
| **84. Post-traumatic hydrocele:** | |
| a) cured by surgery | 2 |
| b) depending on the severity of the lesions persisting after surgical treatment | 3–10 |
| **85. Hysterectomy:** | |
| a) up to the age of 50 | 40 |
| b) over the age of 50 | 20 |
| **86. Traumatic injury to the perineum, scrotum, vulva, vagina or buttocks:** | |
| a) extensive scarring, defects, deformities | 1–5 |
| b) vaginal prolapse persisting after surgical treatment | 6–10 |
| c) vaginal and uterine prolapse persisting after surgical treatment | 30 |

## I. ACUTE POISONING, SUDDEN EXPOSURE TO CHEMICAL, PHYSICAL AND BIOLOGICAL AGENTS

| | |
|---|---|
| **A decision on the degree of permanent health impairment may be made no earlier than after 6 months** | |
| **87. Sudden poisoning by gases and chemical substances – recognised as an accident:** | |
| a) resulting in minor or moderate permanent impairment of organ or system function, which is not assessed under separate headings specific to the organ or system in question | 1–15 |
| b) with permanent damage to the haematopoietic system | 16–25 |
| **NOTE:**<br>**Permanent impairment of organ or system function to a significant degree – to be assessed according to the points applicable to the organ or system in question.** | |
| **88. Other consequences of poisoning and general consequences of exposure to chemical, physical and biological agents (electric shock, lightning strike), depending on the degree of damage, resulting in permanent impairment of organ or system function to a minor or moderate degree** | 1–15 |
| **NOTE:**<br>**- Permanent impairment of organ or system function to a significant degree – to be assessed according to the points applicable to the organ or system in question.**<br>**- If it has been confirmed that the poisoning occurred as a result of an accident – assess damage to sight and hearing according to the relevant Tables for points 27a, 32 and 42.**<br>**- Local sequelae resulting from the effects of chemical, physical and biological agents shall be assessed according to the points applicable to the relevant part of the body.** | |

## J. INJURIES TO THE SPINE AND SPINAL CORD AND THEIR CONSEQUENCES

| | |
|---|---|
| **89. Injuries to the cervical spine resulting from a flexion-extension mechanism ('whiplash')** | |
| a) localised pain syndrome with slight restriction of movement | 1–5 |
| b) localised pain syndrome with significant restriction of movement | 6–10 |
| **90. Osteo-ligamentous injury to the cervical spine confirmed by additional investigations (CT, MRI, dynamic X-rays):** | |
| a) with a reduction in range of motion of up to 25% | 1–6 |
| b) with a reduction in range of motion of 26%–50% | 7–14 |
| c) with a reduction in mobility of 51%–75% | 15–20 |
| d) with over 75% loss of mobility | 21–29 |
| e) stiffening in a position close to the physiological one | 30 |
| f) stiffening in an unfavourable head position | 45 |
| g) instability (based on dynamic X-rays – assessing displacement of adjacent vertebral bodies and/or rotation) is assessed according to points 90a or 90b or 90c or 90d, with the degree of permanent impairment increased in cases complicated by vertebral inflammation, the presence of a foreign body, etc. is assessed according to points 90a or 90b or 90c or 90d or 90g | 1–8 |
| h) instability (based on dynamic X-rays – assessing displacement of adjacent vertebral bodies and/or rotation) is assessed according to points 90a or 90b or 90c or 90d, increasing the degree of permanent impairment by complications such as vertebral inflammation, the presence of a foreign body, etc. is assessed according to points 90a or 90b or 90c or 90d or 90g, increasing the degree of permanent impairment by: | 5 |
| **NOTE:**<br>**Where radicular symptoms, assessed under point 90, are present, an additional assessment shall be made in accordance with point 95. If the sole cause of restricted mobility of the cervical spine is radicular pain syndrome, assessment shall be made exclusively under point 95. The total degree of post-traumatic permanent impairment within the cervical spine must not exceed 45%.** | |
| **RANGE OF MOTION: flexion 50°, extension 60°, rotation 80° in each direction, lateral flexion 45° in each direction.** | |
| **91. Bone and ligament damage to the thoracic spine (Th1–Th11) confirmed by additional investigations (CT, MRI, X-ray)** | |
| a) with a restriction of mobility of up to 50% | 1–9 |
| b) with a reduction in range of motion of more than 50% | 10–19 |

| | |
|---|---|
| c) stiffness in the physiological position | 20 |
| d) stiffening in an unfavourable position | 21–30 |
| e) spinal injuries complicated by vertebral inflammation, the presence of a foreign body, etc. – assessed in accordance with points 91a–d, increasing the degree of permanent impairment by: | 5 |
| **NOTE:**<br>**Where radicular symptoms, assessed under point 91, are present, an additional assessment shall be carried out in accordance with point 95. If the sole cause of the restriction in spinal mobility is radicular pain syndrome, the assessment shall be made exclusively in accordance with point 95. The total degree of post-traumatic permanent impairment within the thoracic spine must not exceed 30%.** | |
| **RANGE OF MOTION: flexion 60°, rotation 30° in each direction, Schober's test 10–11 cm (from C7 to S1), of which 2–3 cm is in the thoracic segment.** | |
| **92. Bone and ligament injuries to the thoracolumbar spine (Th12–L5) confirmed by further investigations (CT, MRI, X-ray)** | |
| a) with a reduction in mobility of up to 25% | 1–6 |
| b) with a reduction in mobility of 26%–50% | 7–14 |
| c) with a reduction in mobility of over 50% | 15–29 |
| d) stiffening in a position close to the physiological position | 30 |
| e) stiffening in an unfavourable trunk position | 40 |
| f) spinal injuries complicated by vertebral inflammation, the presence of a foreign body, etc. – assessed in accordance with points 92a–e, increasing the degree of permanent impairment by: | 5 |
| **NOTE:**<br>**- Where radicular symptoms, assessed under point 92, are present, an additional assessment shall be carried out in accordance with point 95. If the sole cause of restricted spinal mobility is radicular pain syndrome, assessment shall be made exclusively in accordance with point 95. The total degree of post-traumatic permanent impairment within the lumbar spine must not exceed 40%.**<br>**- Pseudo-spondylolisthesis (degenerative) and true spondylolisthesis (due to a spondylolysis) are not treated as consequences of an accident.** | |
| **RANGE OF MOTION:**<br>**flexion 60°, extension 25°, lateral bending 25° on each side, Schober's test 10–11 cm (from C7 to S1), of which 7–8 cm in the lumbar region.** | |
| **93. Isolated fractures of the transverse, spinous or pedicle processes – depending on the degree of restriction of spinal mobility – are assessed at 90–92 points.** | |
| **94. Spinal cord injury assessed according to the Lovett scale or, where applicable, the Ashworth scale:** | |
| a) sensory disturbances, pain syndromes without paresis, depending on the degree of impairment | 1–10 |
| b) spasticity and genitourinary dysfunction without paresis, conus caudalis syndrome and pyramidal signs without paresis, depending on the severity of the impairment | 5–30 |
| c) mild paresis of the upper and/or lower limbs (Grade 4 on the Lovett scale or Grade 2 on the Ashworth scale), Brown-Sequard syndrome resulting from cervical spinal cord injury with paresis of the limbs (Grade 4 on the Lovett scale or Grade 2 on the Ashworth scale) or thoracic spinal cord injury with paresis of the lower limb (Grades 3–4 on the Lovett scale or Grades 3–2 on the Ashworth scale) | 5–30 |
| d) moderate paresis of the upper or lower limbs (grade 3 on the Lovett scale or grade 3 on the Ashworth scale), Brown-Sequard syndrome resulting from cervical spinal cord injury with limb paresis (3° on the Lovett scale or 3° on the Ashworth scale ), or thoracic spinal cord injury – with lower limb paresis (0–2° on the Lovett scale or 5–4° on the Ashworth scale) | 31–60 |
| e) severe paresis of the upper or lower limbs (Grade 2 on the Lovett scale or Grade 4 on the Ashworth scale), quadriparetic paresis (Grade 3 on the Lovett scale or Grade 3 on the Ashworth scale), Brown-Sequard syndrome resulting from hemispheric spinal cord injury with limb paresis (2° on the Lovett scale or 4° on the Ashworth scale) | 61–90 |
| f) paralysis of the upper and/or lower limbs (0–1° on the Lovett scale or 5° on the Ashworth scale), profound quadriplegic paresis (2° on the Lovett scale or 4° on the Ashworth scale), Brown-Sequard syndrome resulting from a hemispheric spinal cord injury with paralysis of the limbs (0–1 on the Lovett scale or 5 on the Ashworth scale) | 100 |
| **95. Traumatic radicular syndromes – depending on the degree:** | |
| a) mild cervical | 1–5 |
| b) severe cervical | 6–15 |
| c) thoracic | 1–10 |
| d) minor lumbar-sacral | 1–5 |
| e) lumbar-sacral, severe | 6–15 |

| | |
|---|---|
| f) tumour-related | 5 |
| **NOTE:**<br>**The impairments listed in point 95 a–f must be substantiated by objective medical records relating to the diagnosis and treatment of the consequences of the incident. Sensory disturbances, weakness or the loss of reflexes identified during examination are to be regarded as minor, whilst paresis and muscle atrophy are to be regarded as significant.** | |

## K. PELVIC INJURIES

| | |
|---|---|
| **96. Permanent diastasis of the pubic symphysis and/or dislocation of the sacroiliac joint – depending on the degree of displacement and gait disturbances:** | 3 |
| a) permanent separation of the pubic symphysis, without symptoms affecting the sacroiliac joints, without gait disturbances | 1–5 |
| b) permanent separation of the pubic symphysis with symptoms affecting the sacroiliac joints, with gait disturbances | 6–15 |
| c) permanent minor dislocation of the sacroiliac joint, depending on the degree of gait disturbance | 1–10 |
| d) permanent, significant dislocation of the sacroiliac joint, depending on the degree of gait disturbance | 11–30 |
| **NOTE:**<br>**If separation of the pubic symphysis is accompanied by a pelvic fracture, assess according to item 97 or 98.** | |
| **97. Pelvic fracture with disruption of the hip ring, single- or multi-site – depending on deformity and gait impairment:** | |
| a) in the anterior segment, unilateral (pubic bone – both branches, pubic and ischial bones) | 1–10 |
| b) bilateral in the anterior segment | 5–15 |
| c) in the anterior and posterior segments (Malgaigne's type) | 10–30 |
| d) in the anterior and posterior segments on both sides | 20–40 |
| **NOTE:**<br>**Stable pelvic fractures and avulsion fractures should be assessed in accordance with point 98.** | |
| **98. Isolated fractures of the pelvic bones and sacrum without disruption of the pelvic ring:** | |
| a) single-site fracture of the pelvic bones (e.g. fracture of a single branch of the pubic or ischial bone) or the sacrum – without significant deformity and with minor functional impairment | 1–3 |
| b) single-site fracture of the pelvic bone (e.g. fracture of a single branch of the pubic or ischial bone) or the sacrum – with deformity and functional impairment | 4–8 |
| c) multiple fractures of the pelvic bones and/or sacrum – without significant deformity and with minor functional impairment | 2–7 |
| d) multiple fractures of the pelvic bones and/or sacrum – with deformity and functional impairment | 8–15 |
| **NOTE:**<br>**- Fracture of the acetabulum – depending on the degree of joint dysfunction – to be assessed in accordance with point 143.**<br>**- A hip joint injury treated with an artificial joint should be assessed in accordance with point 146.**<br>**- Damage to pelvic organs and neurological symptoms accompanying fractures are additionally assessed in accordance with the sections relating to the relevant pelvic organ damage or neurological damage.** | |

## L. INJURIES TO THE UPPER LIMB

| **SCAPULA** | Right — Left (dominant) |
|---|---|
| **99. Scapular fracture:** | |
| a) healed scapular fracture with slight displacement and minor functional impairment of the limb | 1–5 — 1–3 |
| b) healed scapular fracture with marked displacement and slight impairment of limb function – with a reduction in range of motion of up to 30% | 6–12 — 4–9 |
| c) healed scapular fracture with marked displacement and moderate impairment of limb function – with a restriction of range of motion of 31–50% | 13–20 — 10–15 |
| d) healed scapular fracture with marked displacement and significant impairment of limb function – with a restriction of range of motion exceeding 50% | 21–40 — 16–30 |
| **NOTE:**<br>**The criteria for item 99 also take into account any neurological complications.** | |
| **CLAVICLE** | |

| | |
|---|---|
| **100. Condition following malunion of a clavicle fracture, depending on the degree of deformity and restriction of mobility:** | |
| a) minor deformity with restriction of mobility of the glenohumeral joint up to 20% | 1–8 — 1–6 |
| b) deformity with marked restriction of mobility of the glenohumeral joint exceeding 20% | 9–20 — 7–15 |
| **NOTE:**<br>**In the case of a clavicle fracture complicated by a pseudoarthrosis, assess solely on the basis of point 101.** | |
| **101. Pseudoarthrosis of the clavicle – depending on deformities, displacement and impairment of limb function:** | |
| a) secondary changes with restricted mobility in the glenohumeral joint of up to 20% | 10–14 — 8–12 |
| b) secondary changes with restricted mobility in the glenohumeral joint exceeding 20% | 15–25 — 13–20 |
| **102. Dislocation or subluxation of the acromioclavicular or sternoclavicular joint, depending on the restriction of movement, degree of deformity and functional impairment:** | |
| a) no or slight deformity and restriction of range of motion up to 10% (Grade I) | 1–5 — 1–3 |
| b) marked deformity and restriction of movement up to 20% (Grade II, Grade II/III) | 6–10 — 4–8 |
| c) marked deformity and restriction of movement exceeding 20% (Grade II/III, Grade III) | 11–15 — 9–13 |
| **NOTE:**<br>**Where the functional deficit of the upper limb results from the combined effects of a clavicle fracture and neurological damage, the functional deficit of the limb shall be assessed solely in accordance with point 181. Where there is no overlap of deficits, the assessment shall also be carried out in accordance with point 181.** | |
| **103. Injuries to the clavicle complicated by chronic osteitis – assessed under one of the following points: 100, 101 or 102 – increase the degree of permanent impairment by:** | 5 |
| **GLENOHUMERAL JOINT** | Right — Left<br>(dominant) |
| **104. Injuries to the glenohumeral joint (dislocations, fractures – of the head or proximal end of the humerus, sprains) and injuries to other joint structures – depending on tissue loss, restricted movement, muscle atrophy, displacement and deformities of the fractured humeral head, etc.:** | |
| a) minor changes with a reduction in range of motion of up to 30% | 1–11 — 1–7 |
| b) moderate changes with a restriction of range of motion of 31%–50% | 12–19 — 8–14 |
| c) severe changes with a restriction of range of motion exceeding 50% | 20–35 — 15–30 |
| **NOTE:**<br>**Damage to the glenohumeral joint treated with a prosthesis should be assessed in accordance with point 104.** | |
| **105. Chronic, irreducible dislocation of the glenohumeral joint, depending on the range of motion and position of the limb:** | 20–35 — 15–30 |
| **106. Habitual dislocation of the glenohumeral joint, confirmed by medical and radiological records:** | 5–25 — 5–20 |
| **NOTE:**<br>**Subsequent episodes of habitual dislocation should not be treated as a further accident but as a consequence of the most recent traumatic dislocation of the glenohumeral joint. When assessing under point 106, a detailed medical history regarding previous traumatic dislocations of the joint must be taken, and additional medical records must be reviewed – in order to establish the date of the last traumatic dislocation and the date of the first habitual dislocation. If all medical records date from the period of insurance cover and the habitual dislocation is being reported for the first time, the assessment shall be made in accordance with point 106. Where the medical records indicate the occurrence of habitual dislocations prior to the period of insurance cover:**<br>**- if more than 5 years have elapsed between the currently reported dislocation, which occurred during the period of insurance cover, and the previous dislocation (prior to the period of cover), treat the event as an independent incident of a traumatic nature and adjudicate in accordance with point 104. Any subsequent reported dislocation shall be treated as a habitual dislocation and assessed in accordance with point 106. If the period indicated above is less than 5 years, analyse the mechanism that led to the occurrence of the dislocation currently under assessment:**<br>**- a sudden application of external force – treat this as the primary result of an injury – assess in accordance with point 106.**<br>**- if the dislocation occurred during normal, everyday activities – do not recognise a traumatic component (the event is causally linked to the patient's state of health)** | |
| **107. Flaccid, pendulous shoulder joint following post-traumatic bone defects – depending on the functional impairment:** | 25–40 — 20–35 |

| | |
|---|---|
| **NOTE:**<br>**A flaccid joint due to paralysis – assessed according to neurological standards.** | |
| **108. Stiffness of the glenohumeral joint (complete lack of mobility in the glenohumeral joint):** | |
| a) in a functionally favourable position | 20–15 |
| b) in a functionally unfavourable position – depending on the position and function | 21–40 — 16–35 |
| **109. Cicatricial contracture of the glenohumeral joint – depending on the functional impairment of the joint, assess according to point 104 or 108.** | |
| **110. Damage to the glenohumeral joint complicated by chronic osteitis, fistulas, etc. – to be assessed in accordance with points 104, 105, 106, 107, 108 or 109, increasing the degree of impairment by:** | 3 |
| **NOTE:**<br>**Where the functional deficit of the upper limb results from the overlapping effects of damage to the glenohumeral joint and neurological damage, the functional deficit of the limb shall be assessed solely in accordance with point 181. Where there is no overlap of deficits, the assessment shall additionally be made in accordance with point 181.** | |
| **111. Loss of a limb at the glenohumeral joint:** | 70 — 65 |
| **112. Loss of a limb together with the scapula:** | 75 — 70 |
| **RANGE OF MOTION OF THE GLENOHUMERAL JOINT – flexion 0–180°, extension 0–60°, abduction 0–90°, elevation 90–180° (sometimes abduction and elevation are referred to collectively as 'abduction', in which case the range of motion is 0–180°), adduction 0–50°, external rotation 0–70°, internal rotation 0–100° (functional, relaxed position – 20–40° flexion, 20–50° abduction and 30–50° internal rotation)** | |
| **ARM** | Right — Left (dominant) |
| **113. Fracture of the humeral shaft – depending on displacement and restrictions of movement in the glenohumeral and elbow joints:** | |
| a) impaired limb function with restricted mobility in the glenohumeral and/or elbow joints up to 30% | 1–15 — 1–10 |
| b) impaired limb function with restricted range of motion in the glenohumeral and/or elbow joints exceeding 30% | 16–30 — 11–25 |
| c) fractures complicated by chronic osteomyelitis, etc., are assessed in accordance with point 113a or 113b, with the degree of permanent impairment increased, depending on the functional impairment, by: | 5 |
| **114. Pseudoarthrosis of the humerus** | 30 — 25 |
| **115. Injuries to muscles, attachments, tendons and blood vessels – depending on secondary changes and functional impairment:** | |
| a) minor changes | 1–5 — 1–4 |
| b) moderate changes | 6–12 — 5–9 |
| c) severe changes | 13–20 — 10–15 |
| **NOTE:**<br>**In accordance with point 115, assess only injuries without bone fractures. Where bone fractures are present, assess in accordance with point 113.** | |
| **116. Loss of a limb within the upper arm:** | |
| a) with only 1/3 of the proximal humerus remaining | 70–65 |
| b) for longer stumps | 65–60 |
| **ELBOW JOINT** | Right — Left (dominant) |
| **117. Fractures within the elbow (distal humerus, proximal radius and ulna) – depending on axial deformities, restricted movement in the elbow joint and other secondary changes:** | |
| a) minor changes with a reduction in range of motion of up to 20% | 1–5 — 1–4 |
| b) moderate changes with a reduction in range of motion of 21–50% | 6–15 — 5–10 |
| c) severe changes with a reduction in range of motion of over 50% | 16–30 — 11–25 |
| **118. Elbow joint stiffness:** | |
| a) in flexion close to a right angle and with preserved rotational movements of the forearm | 25 — 20 |
| b) in flexion close to a right angle and depending on the restriction of the range of rotational movement of the forearm | 26–30 — 21–25 |
| c) in an extended or near-extended position (up to 20°) | 45–40 |

| | |
|---|---|
| d) in other unfavourable positions – depending on the functional use of the limb | 30–45 — 25–40 |
| **119. Elbow injuries – dislocations, sprains, soft tissue injuries – depending on the degree of restricted movement, muscle atrophy, displacement, deformities and other secondary changes** | |
| a) minor changes with a reduction in range of motion of up to 20% | 1–5 — 1–4 |
| b) moderate changes with a restriction of range of motion of 21–50% | 6–15 — 5–10 |
| c) severe changes with a restriction of range of motion exceeding 50% | 16–30 — 11–25 |
| **NOTE:**<br>**In accordance with point 119, assess only injuries without bone fractures. In the event of concomitant bone fractures, assess in accordance with point 117.** | |
| **120. Elbow joint with club hand – depending on the degree of laxity and the condition of the muscles** | 15–30 — 10–25 |
| **121. Injuries to the elbow joint complicated by chronic inflammation, fistulas, etc. are assessed according to one of points 117, 118, 119 or 120, increasing the degree of permanent or long-term impairment by:** | 5 |
| **Range of motion of the elbow joint: from 5–10° of hyperextension to 160° of flexion** | |
| **FOREARM** | Right — Left (dominant) |
| **122. Fractures of the distal ends of one or both forearm bones, causing deformities and restricted wrist mobility – depending on the degree of functional impairment:** | |
| a) minor changes with a reduction in range of motion of up to 30% | 1–6 — 1–5 |
| b) moderate changes with a reduction in range of motion of 31–60% | 7–15 — 6–10 |
| c) severe impairment with a reduction in range of motion of over 60% | 16–25 — 11–20 |
| d) stiffening of the forearm in a favourable position | 20 — 15 |
| e) fusion of the forearm in an unfavourable position | 25–30 — 20–25 |
| **123. Fractures of the shafts of one or both forearm bones – depending on deformities and functional impairments:** | |
| a) minor changes with a restriction of movement of up to 20% | 1–6 — 1–5 |
| b) moderate changes with a restriction of movement of 21–50% | 7–15 — 6–10 |
| c) severe changes, secondary changes and other conditions with a restriction of movement exceeding 50% | 16–30 — 11–25 |
| **124. Isolated damage to the soft tissues of the forearm, skin, muscles, tendons and blood vessels – depending on the extent, damage and functional impairment, and secondary changes (trophic, circulatory, scarring and other):** | |
| a) minor changes | 1–5 — 1–4 |
| b) moderate changes | 6–10 — 5–8 |
| c) extensive changes | 11–20 — 9–15 |
| **NOTE:**<br>**- Under this heading, assess only injuries without bone fractures. Where bone fractures are present, assess according to one of the following points: 122, 123, 125, 126.**<br>**- In the case of a fracture of a single forearm bone complicated by a pseudoarthrosis, assess exclusively under item 125:** | |
| **125. Pseudoarthrosis of the ulna or radius – depending on deformities, bone defects, functional impairment and other secondary changes:** | |
| a) moderate | 10–20 — 10–15 |
| b) severe | 21–35 — 16–30 |
| **NOTE:**<br>**In the case of a fracture of both forearm bones complicated by a pseudoarthrosis, assess solely on the basis of point 126.** | |
| **126. Pseudoarthrosis of both forearm bones – depending on deformities, bone defects, functional impairment and secondary changes:** | |
| a) moderate degree | 10–25 — 10–20 |
| b) severe | 26–40 — 21–35 |
| **127. Injury to the forearm complicated by chronic osteomyelitis, fistulas or bone loss – assessed according to one of the points 122, 123, 124, 125 or 126, with the degree of permanent impairment increased by:** | 5 |

| | |
|---|---|
| **128. Loss of a limb at the forearm level – depending on the nature of the stump and its suitability for prosthetic fitting:** | 55–60 — 50–55 |
| **129. Loss of the forearm at the wrist:** | 55 — 50 |
| **RANGE OF MOTION OF THE FOREARM: pronation 0–80°, supination 0–80° (functional position – 20° pronation)** | |
| **WRIST** | Right — Left (dominant) |
| **130. Wrist injuries: sprains, dislocations, fractures – depending on scarring, defects, deformities, instability, functional impairment, trophic changes and other secondary changes:** | |
| a) minor changes with a reduction in range of motion of up to 30% | 1–6 — 1–5 |
| b) moderate changes with a reduction in range of motion of 31–60% | 7–15 — 6–10 |
| c) severe changes with a reduction in range of motion of over 60% | 16–25 — 11–20 |
| **131. Complete stiffness of the wrist:** | |
| a) in a functionally favourable position | 20 — 15 |
| b) in a functionally unfavourable position – depending on the degree of impairment of hand and finger function | 25–30 — 20–25 |
| **132. Wrist injury complicated by permanent trophic changes, chronic suppurative osteitis of the wrist, or fistulas – is assessed according to one of points 130 or 131, increasing the degree of permanent impairment by:** | 5 |
| **133. Loss of the hand at the wrist:** | 55 — 50 |
| **RANGE OF MOTION OF THE WRIST: palmar flexion 70° (active), 80° (passive), dorsal flexion 60° (active), 80° (passive), radial deviation 20°, ulnar deviation 30° (functional position – from 10° palmar flexion to 10° dorsal flexion and from 0° to 10° ulnar deviation).** | |
| **METACARPAL** | Right — Left (dominant) |
| **134. Injury to the metacarpus: bones, soft tissues – depending on defects, deformities and impairment of hand and finger function, as well as other secondary changes:** | |
| a) First metacarpal bone (depending on thumb function): | |
| I. with thumb mobility reduced to 30% | 1–6 — 1–5 |
| II. with a reduction in range of motion of 31–60% | 7–12 — 6–9 |
| III. with a restriction of movement of more than 60% | 13–20 — 10–15 |
| b) Second metacarpal bone (depending on the range of motion of the index finger): | |
| I. with a range of motion of up to 30% | 1–5 — 1–3 |
| II. with a restriction of mobility in the range of 31–60% | 6–9 — 4–6 |
| III. with a restriction of over 60% | 10–15 — 7–10 |
| c) Third metacarpal bone (depending on the range of motion of the third finger and other secondary changes): | |
| I. with a range of motion restriction of 20–50% | 1–2 — 1 |
| II. with a restriction of mobility of more than 50% | 3–5 — 2–4 |
| d) 4th and 5th metacarpal bones (depending on the mobility of the relevant fingers and other secondary changes) – assessed separately for each metacarpal bone: | |
| I. with a reduction in range of motion of 20–50% | 1–2 — 1 |
| II. with a reduction in range of motion of more than 50% | 3–4 — 2 |
| **THUMB** | Right — Left (dominant) |
| **135. Loss involving the thumb – depending on the extent of the loss, the quality of the stump, deformities, restriction of thumb mobility, impairment of hand function and other secondary changes:** | |
| a) partial or complete loss of the fingertip | 1–4 — 1–2 |
| b) partial or complete loss of the nail phalanx, depending on secondary changes | 5–10 — 3–6 |
| c) loss of the nail phalanx and proximal phalanx (up to 2/3 of the length of the proximal phalanx) – depending on secondary changes | 11–15 — 7–10 |
| d) loss of the nail phalanx and proximal phalanx below 2/3 of their length, or loss of both phalanges without the metacarpal bone | 16–20 — 11–15 |
| e) loss of both phalanges with the metacarpal bone | 21–25 — 16–20 |
| **136. Other injuries to the thumb (fractures, dislocations, soft tissue injuries) depending on the impairment of thumb mobility and hand function, and secondary changes:** | |

| | |
|---|---|
| a) minor changes with a reduction in mobility of up to 25% | 1–5 — 1–3 |
| b) moderate changes with a reduction in range of motion of 26–50% | 6–10 — 4–8 |
| c) significant impairment with a reduction in range of motion of 51–75% 11–15 | 11–15 — 9–12 |
| d) very severe changes with a loss of mobility exceeding 75% | 16–20 — 13–15 |
| **NOTE:**<br>**When assessing the degree of thumb dysfunction, the primary factors taken into account are the ability to abduct, oppose and grasp.** | |
| RANGE OF MOTION OF THE THUMB:<br>**- metacarpophalangeal joint 0–60° (functional position: 20° flexion)**<br>**- interphalangeal joint 0–80° (functional position: 20° flexion)**<br>**- abduction 0–50°**<br>**- adduction – maximum distance between the flexion crease of the thumb's interphalangeal joint and the flexion crease of the metacarpophalangeal joint of the fifth finger – full range of motion – 0 cm, no movement – 8 cm**<br>**- Opposition (contrast) – the maximum distance between the flexion crease of the thumb's interphalangeal joint and the flexion crease of the metacarpophalangeal joints at the level of the third metacarpophalangeal joint – full range of motion – 8 cm, no movement – 0 cm** | |
| **INDEX FINGER** | Hand<br>Right — Left<br>(dominant) |
| **137. Loss involving the index finger – depending on deformities, the quality of the stump, restrictions in the movement of the index finger, and impairment of hand function:** | |
| a) partial loss of the fingertip | 1–2 — 1 |
| b) loss of the nail phalanx | 3–5 — 2–3 |
| c) loss of the nail phalanx with part of the middle phalanx | 6–9 — 4–7 |
| d) loss of the middle phalanx | 10 — 8 |
| e) loss of three phalanges | 15 — 10 |
| f) loss of the index finger with metacarpal bone | 16–20 — 11–15 |
| **138. Any other injuries to the index finger – fractures, dislocations, soft tissue injuries – depending on deformities, sensory disturbances, restricted finger movement, impaired hand function, joint contractures, stiffness, trophic changes and other secondary changes – depending on the degree:** | |
| a) changes with a reduction in range of motion of up to 20% | 1–3 — 1–2 |
| b) minor changes with a restriction of movement of 21–40% | 4–6 — 3–4 |
| c) moderate changes with a restriction of movement of 41–70% | 7–11 — 5–7 |
| d) severe impairment with a reduction in mobility of over 70% | 12–15 — 8–10 |
| **THIRD, FOURTH AND FIFTH FINGERS** | Hand<br>Right — Left<br>(dominant) |
| **139. Fingers III, IV and V – depending on the extent of the loss:+** | |
| a) Finger III – loss of the nail phalanx | 3 — 2 |
| b) Finger III – loss of two phalanges | 7 — 5 |
| c) Finger III – loss of three phalanges | 10 — 8 |
| d) Fingers IV and V – loss of the nail phalanx | 2 — 1 |
| e) Fingers IV and V – loss of two phalanges | 4 — 2 |
| f) Fingers IV and V – loss of three phalanges | 7 — 3 |
| **140. Loss of fingers III, IV or V including the metacarpal bone:** | |
| a) finger III | 10–12 — 8–10 |
| b) Fingers IV and V | 7–9 — 3–5 |
| c) multiple losses: | |
| I. simultaneous amputation of the thumb and index finger | 35 — 25 |
| II. total amputation of the thumb and a finger other than the index finger | 25 — 20 |
| III. total amputation of two fingers other than the thumb and index finger | 2 — 8 |
| IV. total amputation of three fingers other than the thumb and index finger | 20 — 15 |

| | | |
|---|---|---|
| V. | total amputation of four fingers, including the thumb | 45 — 40 |
| VI. | total amputation of four fingers other than the thumb | 40 — 35 |
| **NOTE:**<br>**The total degree of permanent post-traumatic impairment of the hand must not exceed 55% for the right (dominant) hand and 50% for the left. In the case of injuries involving a greater number of fingers, the overall assessment must be lower than the total combined loss of those fingers and correspond to the degree of the hand's functional capacity.** | | |
| **141. Any other injuries to the third, fourth or fifth fingers – fractures, dislocations, soft tissue injuries – depending on deformities, sensory disturbances, restricted finger movement, joint contractures, stiffness, trophic changes and other secondary changes – for each finger depending on the degree:** | | |
| a) finger III: | | |
| I. | restricted mobility up to 50% without secondary changes | 1–2 — 1–2 |
| II. | restricted mobility of more than 50% without secondary changes | 3–5 — 3–4 |
| III. | range of motion reduced to 50% with secondary changes | 1–5 — 1–4 |
| IV. | restricted mobility of more than 50% with secondary changes | 6–10 — 5–8 |
| b) Fingers IV and V: | | |
| I. | restricted mobility up to 50% without secondary changes) | 1–2 — 1 |
| II. | restriction of mobility exceeding 50% without secondary changes | 3–4 — 2 |
| III. | restricted mobility up to 50% with secondary changes | 1–4 — 1–2 |
| IV. | restricted mobility of more than 50% with secondary changes | 5–8 — 3–4 |
| **RANGE OF MOTION – FINGERS II–V:** | | |
| – metacarpophalangeal joint 0–90° (functional position: 30° flexion) | | |
| – proximal interphalangeal joint 0–100° (functional position: 40° flexion) | | |
| – distal interphalangeal joint 0–70° (functional position: 20° flexion) | | |

## M. INJURIES TO THE LOWER LIMBS

| **HIP JOINT** | |
|---|---|
| **142. Loss of a lower limb:** | |
| a) due to dislocation at the hip joint | 75 |
| b) amputation above the mid-thigh | 65 |
| **143. Hip joint injuries – dislocations, acetabular fractures, proximal femoral shaft fractures, neck fractures, trochanteric fractures, traumatic avulsion of the femoral head and soft tissue injuries in the hip joint region – depending on the extent of defects, the degree of restricted movement, deformities and secondary changes:** | |
| a) minor changes with a reduction in mobility of up to 30% | 2–12 |
| b) moderate changes with a restriction of movement of 31–60% | 13–24 |
| c) severe changes with a restriction of movement exceeding 60% | 25–35 |
| **144. Hip joint stiffness – depending on the position and secondary disturbances in statics and dynamics:** | |
| a) in a functionally favourable position | 35 |
| b) in a functionally unfavourable position | 40–45 |
| **145. Contractures and stiffness complicated by chronic osteitis, with fistulas, etc. – are assessed in accordance with point 143, increasing the degree of permanent impairment by:** | 5 |
| **146. Post-traumatic hip arthroplasty, depending on range of motion, pain, the need for orthopaedic aids, and gait ability and abnormalities:** | |
| a) no functional limitations | 15 |
| b) minor changes with a reduction in mobility of up to 50% | 16–25 |
| c) significant changes with a reduction in range of motion of more than 50% | 26–45 |
| **NOTE:**<br>**- Attention should be paid to pathological changes reported as resulting from traumatic hip injury: haematogenous osteomyelitis, osteoarticular tuberculosis, neoplasms, aseptic bone necrosis, adolescent hip deformity and other deformities causing static** | |

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| **disturbances. In such medical conditions, the assessment of permanent impairment is limited solely to that caused by the accident in question.**<br>**- Where the functional deficit of the lower limb results from the combined effects of hip injuries and neurological damage, the functional deficit of the limb shall be assessed solely in accordance with point 181.**<br>**- Where there is no overlap of deficits, the assessment shall also be carried out in accordance with point 181.** | |
| **RANGE OF MOTION OF THE HIP JOINT: flexion 0–120°, extension 0–20°, abduction 0–50°, adduction 0–40°, external rotation 0–45°, internal rotation 0–50°.** | |
| **THIGH** | |
| **147. Fracture of the femur – depending on deformities, shortening, muscle atrophy, restricted movement in the hip and knee joints, gait disturbances, limb dysfunction and other secondary changes:** | |
| a) isolated shortening of 1–3 cm | 5–10 |
| b) isolated shortening of more than 3 cm up to 5 cm | 11–20 |
| c) isolated shortening of more than 5 cm | 21–30 |
| d) minor changes with shortening up to and including 3 cm or without shortening | 5–15 |
| e) moderate changes with shortening ranging from more than 3 cm to 5 cm, moderate impairment of gait | 16–30 |
| f) severe changes with shortening of more than 5 cm, significant impairment of gait | 31–40 |
| **148. Pseudoarthrosis of the femur, femoral bone defects preventing weight-bearing on the limb – depending on the degree of functional impairment, shortening, inflammatory changes and secondary disorders** | 30–55 |
| **149. Isolated soft tissue injuries – depending on the degree of limb dysfunction:** | |
| a) minor | 1–5 |
| b) moderate | 6–10 |
| c) severe | 11–20 |
| **NOTE:**<br>**In accordance with point 149, only injuries without bone fractures should be assessed. Where bone fractures are present, assess in accordance with point 147.** | |
| **150. Damage to large blood vessels – depending on the degree of impaired blood supply to the limb and complications:** | 5–30 |
| **151. Injury to the thigh complicated by chronic suppurative osteitis, fistulas or extra-skeletal ossification – assessed in accordance with point 147, with the degree of impairment increased – depending on the extent of the complications – by:** | 5 |
| **152. Injury to the thigh complicated by concomitant sciatic nerve damage is assessed according to points 147–150, with the degree of permanent impairment increased – depending on the extent of the nerve damage – by:** | 10–60 |
| **NOTE:**<br>**The total degree of impairment assessed under points 147–152 and point 153 must not exceed 60 per cent.** | |
| **153. Loss of a limb – depending on the length of the stump and its suitability for prosthetic fitting:** | 55–60 |
| **KNEE** | |
| **154. Fractures of the bones forming the knee joint – depending on deformities, contractures, restricted movement, joint stability and other secondary changes. Additionally, the following is assessed in accordance with point 155:** | |
| a) loss of range of motion within the range of 0–40° for every two degrees of loss of movement | 1 |
| b) loss of range of motion between 41° and 90°, for every 5 degrees | 1 |
| c) loss of range of motion between 91° and 120° for every 10 degrees of loss of movement | 1 |
| d) stiffening of the knee joint in a functionally advantageous position (0–15°) | 25 |
| e) stiffening of the knee joint in a functionally unfavourable position | 35 |
| **155. Damage to the ligamentous-capsular apparatus, depending on joint stability and the static and dynamic function of the limb. Additionally, assessed in accordance with point 154.** | |
| a) Grade I single-plane instability, with minor secondary changes (muscle atrophy and reduced muscle strength, etc.) | 1–5 |

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| b) uniplanar instability Grade II, biplanar instability Grade I, depending on secondary changes (muscle atrophy and reduced muscle strength, etc.) | 6–12 |
| c) uniplanar instability Grade III or biplanar instability Grade II, depending on secondary changes (muscle atrophy and reduced muscle strength, etc.) | 13–19 |
| d) Grade III biplanar instability, depending on secondary changes (muscle atrophy and reduced muscle strength, etc.) | 20–25 |
| e) global instability, depending on secondary changes (muscle atrophy and reduced muscle strength, etc.) | 26–35 |
| **156. Other sequelae of knee joint injuries (chronic exudative arthritis, chondromalacia, sequelae of patellar dislocations, patellar instability, meniscal injuries, depending on knee joint function and the severity of existing symptoms)** | 1–10 |
| **NOTE:**<br>**- The total degree of permanent post-traumatic impairment of the knee joint must not exceed 40%.**<br>**- Not every diagnosis of habitual patellar dislocation should be treated as traumatic. In each case, the mechanism of injury (sudden application of an external force), the consequences of the injury (tear of the joint capsule and intra-articular haematoma), the method of treatment (immobilisation in a plaster cast or otherwise), as well as the coexistence of anatomical abnormalities (such as patellofemoral joint dysplasia identified on axial radiographs, significant knee valgus, or multi-joint laxity), and conditions predisposing to recurrent patellar dislocation (Down's syndrome, epiphyseal dysplasia, or epiphyseal-vertebral dysplasia).**<br>**In each case, the assessment must be based on the full medical records.** | |
| **157. Limb loss at the knee joint** | 50 |
| **RANGE OF MOTION OF THE KNEE JOINT:**<br>**The functional range of motion in the knee joint is taken to be from 0° for extension to 120° for flexion.** | |
| **LOWER LEG** | |
| **158. Fracture of the lower leg bones, depending on deformities, shortening, restricted mobility in the ankle and knee joints, and other changes:** | |
| a) isolated shortening of 1–3 cm | 5–10 |
| b) isolated shortening of more than 3 cm up to and including 5 cm | 11–20 |
| c) isolated shortening of more than 5 cm | 21–30 |
| d) minor changes with shortening up to and including 3 cm or without shortening | 5–15 |
| e) moderate changes with shortening of more than 3 cm up to and including 5 cm | 16–30 |
| f) major changes with shortening of more than 5 cm | 31–40 |
| **159. Isolated fibula fracture – depending on displacement, deformity and impairment of limb function** | 1–3 |
| **160. Injuries to the soft tissues of the lower leg, skin, muscles, blood vessels, Achilles tendon and other tendons – depending on the extent of the injury, functional limitations and other secondary changes:** | |
| a) minor changes with a reduction in range of motion of up to 30% | 1–5 |
| b) moderate changes with a reduction in range of motion of 31–50% | 6–10 |
| c) significant changes with a reduction in range of motion of over 50% | 11–20 |
| **161. Loss of a limb at the lower leg – depending on the nature of the stump, its length, suitability for prosthetic fitting and secondary changes within the limb:** | |
| a) where the stump length is up to 8 cm, measured from the joint space | 50 |
| b) for longer stumps | 45 |
| **NOTE:**<br>**Where the functional deficit of the lower limb results from the combined effects of lower leg injuries and neurological damage, the functional deficit of the limb shall be assessed solely in accordance with point 181. Where there is no overlap of deficits, the assessment shall also be carried out in accordance with point 181.** | |
| **ANKLE-SHIN AND ANKLE-HEEL JOINTS, FOOT** | |
| **162. Injury to the ankle-tibia and ankle-calcaneus joints: sprains, dislocations, fractures, etc. – depending on deformities, restricted mobility and persistent secondary changes:** | |
| a) minor degree with a restriction of mobility of up to 20% | 1–5 |
| b) moderate degree with a restriction of range of motion of 21–50% | 6–10 |
| c) severe degree with a restriction of over 50% | 11–20 |

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| d) complicated by chronic inflammation of the bones and joints, fistulas and other secondary changes; increase the degree of permanent impairment by | 5 |
| **163. Ankle joint stiffness, depending on persistent secondary changes and functional impairment:** | |
| a) at an angle close to 90° ± 5° | 20 |
| b) in other functionally unfavourable positions, depending on the position | 21–30 |
| c) in unfavourable circumstances, such as fistulas, osteomyelitis, etc., increase the assessment of permanent impairment by | 5 |
| **164. Fractures of the talus or calcaneus – depending on deformities and functional impairment:** | |
| a) minor changes with a reduction in mobility of up to 20% | 1–5 |
| b) moderate changes with a restriction of mobility of 21–50% | 6–10 |
| c) severe changes with a reduction in range of motion of over 50% | 11–20 |
| **165. Loss of the talus and/or calcaneus – depending on the extent, scarring, deformities, static and dynamic foot disorders and other complications:** | |
| a) partial loss | 20–30 |
| b) total loss | 31–40 |
| **166. Damage to the tarsal bones with displacement, deformity and other secondary changes:** | |
| a) minor changes with a reduction in mobility of up to 20% | 1–5 |
| b) moderate changes with a restriction of mobility of 21–50% | 6–10 |
| c) severe changes with a reduction in range of motion of over 50% | 11–20 |
| **167. Metatarsal fractures – depending on displacement, foot deformities, static and dynamic disturbances and other secondary changes:** | |
| a) 1st or 5th metatarsal bone: | |
| I. minor changes without deformities | 1–5 |
| II. significant changes, deformity, restricted foot mobility | 6–10 |
| b) 2nd, 3rd or 4th metatarsal bones: | |
| I. minor changes | 1–3 |
| II. significant changes with deformity and restricted foot mobility | 4–7 |
| c) fractures of three or more metatarsal bones – depending on deformities and functional impairments | 3–15 |
| **168. Metatarsal fractures complicated by osteomyelitis, fistulas or secondary trophic changes are assessed in accordance with point 167, increasing the degree of permanent impairment by** | 5 |
| **169. Other injuries to the tarsus and metatarsal region – sprains, dislocations, muscle and tendon injuries, depending on deformities, trophic changes, dynamic foot disorders and other secondary changes:** | |
| a) minor changes | 1–5 |
| b) moderate changes | 6–10 |
| c) severe changes | 11–15 |
| **170. Complete loss of the foot** | 45 |
| **171. Loss of the foot at the Chopart joint** | 40 |
| **172. Loss of the foot at the Lisfranc joint** | 35 |
| **173. Loss of the forefoot, depending on the extent and quality of the stump** | 20–30 |
| **NOTE:**<br>**Where the functional deficit of the lower limb results from the combined effects of foot injuries and neurological damage, the functional deficit of the limb shall be assessed solely in accordance with point 181. Where there is no overlap of deficits, the assessment shall also be carried out in accordance with point 181.** | |
| **FUNCTIONAL RANGES OF MOTION OF THE ANKLE: dorsiflexion 0–20°, plantar flexion 0–40–50°, inversion 0–10°, eversion 0–40°, adduction 0–10°, abduction 0–10°.** | |
| **TOES** | |
| **174. Injuries to the big toe – depending on the nature of the damage and the degree of restricted mobility:** | |
| a) minor changes with a restriction of movement of up to 30% | 1–2 |

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| b) moderate changes with a restriction of movement in the range of 31–50% | 3–5 |
| c) severe changes with a reduction in range of motion of over 50% | 6–8 |
| **175. Loss of the big toe – depending on the extent of the defects, the nature of the stump, and disturbances in posture and gait:** | |
| a) loss of the ball of the toe or partial loss of the nail phalanx of the big toe | 1–4 |
| b) Loss of the nail phalanx of the big toe | 5 |
| c) loss of the entire big toe | 10 |
| d) loss of the big toe together with the metatarsal bone – depending on the extent of metatarsal bone loss | 11–15 |
| **176. Loss of the big toe together with other toes:** | |
| a) together with at least three other toes | 16 |
| b) together with all the other toes | 20 |
| **177. Injuries or amputations involving toes II, III, IV and V:** | |
| a) partial loss of a toe (for each toe) | 1 |
| b) total loss of a toe (for each toe) | 2 |
| c) total loss of four toes | 8 |
| d) significant changes, severe restriction of toe mobility | 1–2 |
| **178. Loss of the fifth toe including the metatarsal bone** | 3–8 |
| **179. Loss of toes II, III and IV with metatarsal bone – depending on the extent of metatarsal bone loss, foot alignment and other secondary changes, for each toe** | 3–5 |
| **180. Injuries to the second, third, fourth and fifth toes – dislocations, fractures, soft tissue injuries – depending on the extent of the defects, deformity, alignment, degree of functional impairment and number of affected toes, to be assessed collectively:** | 1–5 |
| **NOTE:**<br>**- The total degree of permanent post-traumatic impairment of the lower limb must not exceed the value assigned for amputation at that level.**<br>**- The degree of impairment determined for the injury to a single toe must not exceed the value specified for the total loss of that toe.** | |

## N. PARALYSIS OR PARESIS OF INDIVIDUAL PERIPHERAL NERVES

| **181. Partial or total damage – depending on the degree of impairment:** | Side<br>right — left |
|---|---|
| a) of the phrenic nerve below its junction with the subclavian nerve | 5–15 |
| b) long thoracic nerve | 5–15 — 5–10 |
| c) axillary nerve – sensory, motor or the entire nerve | 3–25 — 2–20 |
| d) musculocutaneous nerve – sensory, motor or the entire nerve | 3–25 — 2–20 |
| e) radial nerve above the branch to the triceps brachii muscle – sensory, motor or the entire nerve | 3–45 — 2–35 |
| f) radial nerve below the origin of the branch to the triceps brachii muscle – sensory, motor or the entire nerve | 5–30 — 3–25 |
| g) the radial nerve above the entrance to the forearm supinator muscle canal – sensory, motor or the entire nerve | 3–25 — 2–15 |
| h) the radial nerve after it emerges from the flexor carpi radialis canal – sensory, motor or the entire nerve | 2–15 — 1–10 |
| i) the median nerve in the upper arm region – sensory, motor or the entire nerve | 4–40 — 3–30 |
| j) the median nerve in the wrist region – sensory, motor or the entire nerve | 3–20 — 2–15 |
| k) ulnar nerve – sensory, motor or the entire nerve | 2–25 — 1–20 |
| l) supraclavicular (upper) part of the brachial plexus | 10–25 — 5–20 |
| m) subclavian (lower) part of the brachial plexus | 15–45 — 10–40 |
| n) other nerves of the cervicothoracic segment | 1–15 |
| o) the plexus nerve – sensory, motor or the entire nerve | 2–15 |
| p) femoral nerve – sensory, motor or the entire nerve | 2–30 |
| q) gluteal nerves (superior and inferior) | 3–20 |
| r) common pudendal nerve | 3–25 |

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| s) the sciatic nerve before its division into the tibial and peroneal nerves | 10–60 |
| t) the tibial nerve – the sensory or motor components, or the entire nerve | 5–30 |
| u) the peroneal nerve – sensory, motor or the entire nerve | 5–20 |
| v) lumbosacral plexus | 30–60 |
| w) other nerves of the lumbosacral region | 1–10 |

**NOTE:**
**Clinical assessment and quantitative assessment based on neuromuscular conduction studies are recommended.**

**NOTE:**
- **In the case of multiple injuries to the upper or lower limb (or part thereof), the overall function of the limb (or part thereof) must be taken into account when determining the final degree of permanent impairment, rather than merely the mathematical sum of the percentages of permanent impairment for individual injuries. The total degree of post-traumatic permanent impairment of a lower limb must not exceed the value assigned for amputation at that level.**
- **Damage to the stump of an amputated limb requiring a change of prosthesis, re-amputation or rendering the use of a prosthesis impossible shall be assessed as an amputation at a higher level.**
- **In the case of scars resulting from skin burns above grade IIA, an additional assessment for loss of skin function is recommended. Injuries to:**
  - **the face are covered in point 19,**
  - **the neck are covered in section 55,**
  - **the chest are covered in point 56,**
  - **the abdomen are covered in point 65,**
  - **limbs: 1% TBSA – 1% impairment,**
  - **for the hands, 1% TBSA corresponds to 4% impairment.**

# PRIVACY POLICY

## Information on the processing by AWP P&C Spółka Akcyjna, Polish Branch, of the personal data of Insured Persons and Policyholders (GDPR information notice)

The protection of your personal data is important to us. Below, we provide information on how your personal data is processed and the rights you are entitled to under data protection legislation.

This privacy notice may be updated from time to time. We therefore ask that you review its contents regularly. The date of the last update to this notice is shown in the last line.

| | |
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| **1.Who is the Data Controller? (is responsible for your personal data)** | **AWP P&C Spółka Akcyjna, Polish Branch,** with its registered office at ul. Konstruktorska 12, 02-673 Warsaw (hereinafter also referred to as: **'AWP** P&C' or **'the** Controller')<br><br>You can contact us by post at the address given above.<br><br>We have appointed a Data Protection Officer, who can be contacted by email or post at the following addresses:<br><br>**Data Protection Officer**<br>**AWP P&C Spółka Akcyjna, Polish Branch**<br>ul. Konstruktorska 12, 02-673 Warsaw<br>Email: iodopl@mondial-assistance.pl |

### 2. List of personal data processing activities in which we act as the Data Controller

| Purposes of processing | Legal basis |
|---|---|
| Activities carried out prior to the conclusion of a contract – preparation and presentation of an insurance quote | **If you are acting as a Policyholder who is not the Insured Person** – we process your data on the basis of Article 6(1)(b) of the GDPR*, i.e. the processing covers activities undertaken at your request prior to the conclusion of the Contract.<br><br>**If you are acting solely as the Insured** – we process your data on the basis of Article 6(1)(f) of the GDPR, i.e. on the basis of our legitimate interest in preparing and presenting the offer. |
| Activities undertaken prior to the conclusion of the contract – assessment of insurance risk and | Article 6(1)(c) of the GDPR in conjunction with Article 41(1) of the Act on Insurance and Reinsurance Activities, i.e. the fulfilment of a legal obligation incumbent on the |

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| calculation of the insurance premium – also by automated means, including profiling | controller arising from the Act on Insurance and Reinsurance Activities.<br><br>Detailed information on the principles of automated data processing can be found in point 10 of this clause. |
| The conclusion and performance of an insurance contract, including the claims settlement process and the provision of benefits arising from the concluded contract.<br><br>With regard to insurance decision-making – in certain cases, we may rely on automated processing, including profiling, of which we will inform you on each occasion. | Article 6(1)(b) and (c) of the GDPR in conjunction with Article 41(1) of the Insurance Activities Act, i.e. the processing of data is necessary for the conclusion and performance of the insurance contract.<br><br>Detailed information on the principles of automated data processing can be found in point 10 of this clause. |
| Marketing of AWP P&C's own products and services | Article 6(1)(f) of the GDPR, i.e. our legitimate interest consisting of the right to send you commercial information, including direct marketing, to the extent resulting from the so-called 'marketing consent' you have given in accordance with Article 398 of the Electronic Communications Act.<br><br>If you wish to withdraw your marketing consent, you may contact us at the address specified in point 1 of this clause. |
| Fulfilment of the legal obligations incumbent on AWP P&C, in particular tax, accounting and administrative obligations | Article 6(1)(c) of the GDPR, i.e. the fulfilment of legal obligations incumbent on the controller arising from legal provisions, in particular tax law and the Accounting Act. |
| Spreading insurance risk through reinsurance or co-insurance | Article 6(1)(f) of the GDPR, i.e. our legitimate interest in reducing the insurance risk arising from the insurance contract concluded. |
| Verification of a customer's inclusion on sanctions lists | Article 6(1)(c) of the GDPR, i.e. compliance with legal obligations incumbent on the controller under the law. |
| Prevention and detection of insurance fraud | Article 6(1)(f) of the GDPR, i.e. our legitimate interest in preventing insurance fraud and defending against abuse that could result in the payment of undue benefits, |
| Customer satisfaction survey | Article 6(1)(f) of the GDPR, i.e. our legitimate interest in assessing the quality of the services we provide and the level of our customers' satisfaction with those services. |

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| | The survey is carried out to the extent permitted by the so-called 'marketing consent' you have given in accordance with Article 398 of the Electronic Communications Act. |
| Handling of complaints, requests and grievances | The legal basis for processing is:<br>• in the case of complaints – Article 6(1)(c) of the GDPR, i.e. the fulfilment of a legal obligation incumbent on AWP P&C arising from the Act on the Handling of Complaints by Financial Market Entities and on the Financial Ombudsman<br>• in the case of other complaints and requests – Article 6(1)(f) of the GDPR, i.e. our legitimate interest in handling submissions and improving the quality of our services. |
| The collection of statistical data for the purpose of determining, on that basis, the amounts of insurance premiums, reinsurance premiums and technical provisions for solvency purposes, as well as technical provisions for accounting purposes | Article 6(1)(c) of the GDPR, i.e. compliance with the legal obligations incumbent on the controller arising from statutory provisions, in particular Article 33(3) of the Act on Insurance and Reinsurance Activities. |
| Establishing, pursuing (including debt recovery) and defending against claims, as well as ensuring accountability | Article 6(1)(f) of the GDPR, i.e. our legitimate interest in being able to establish, pursue and defend against any potential claims, as well as in being able to demonstrate that we process your data in accordance with the provisions of the GDPR. |
| To ensure high-quality customer service and the training of call centre staff, as well as for evidential purposes (to be able to demonstrate the findings made) – for these purposes, we will record and monitor conversations with customers | Article 6(1)(f) of the GDPR, i.e. our legitimate interest in ensuring high standards of customer service, training call centre staff, and being able to demonstrate the arrangements made during a telephone conversation. |

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| **3. Categories of data recipients** | In connection with the pursuit of the stated purposes, your personal data may be disclosed to the following entities, which act as separate data controllers:<br>• Public authorities, other entities within the Allianz Group, insurance companies, co-insurers, reinsurers, payment institutions (including banks), entities providing benefits to the insured (e.g. repair services, medical benefits, assistance services), lawyers,<br>In connection with the fulfilment of the stated purposes, we may also transfer your personal data to the following entities, which act as data processors on our behalf:<br>• Other entities within the Allianz Group, insurance brokers and agents, |

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| | consultants, experts, claims adjusters, loss assessors, entities providing services to the Controller (IT services, including data hosting, telecommunications, postal services, document management and archiving, and the performance of a contract by providing services to an authorised person) or<br><br>• Entities and networks operating in the field of advertising services – for the purpose of sending you marketing information, to the extent permitted by applicable law and in accordance with your communication preferences. We do not transfer your data to unrelated third parties for their own marketing purposes without your consent.<br><br>Furthermore, we may transfer your personal data in the following circumstances:<br><br>• in the event of a planned or actual reorganisation, merger, sale, joint venture, assignment, disposal or other transfer of all or part of our business or assets (including as part of insolvency proceedings or similar proceedings); or<br>• To comply with legal obligations, including the disclosure of data to the relevant authority if you lodge a complaint regarding a product or service we have provided to you. |
| **4. Where is your personal data processed?** | Your personal data may be processed both within and outside the European Economic Area (EEA), though this is always carried out in accordance with contractual confidentiality and security restrictions, in compliance with applicable data protection legislation.<br><br>Where we transfer your personal data outside the EEA to another entity within the Allianz Group for processing, this is done on the basis of the Binding Corporate Rules (BCR) approved by Allianz, which ensure an adequate level of protection for personal data and are legally binding on all companies within the Allianz Group. You can view the BCRs at Binding Corporate Rules (allianz-partners.com)<br><br>If, in a particular case, the BCR do not apply, we will take other appropriate measures to ensure that the transfer of your personal data outside the EEA is carried out in accordance with a level of protection equivalent to that applicable within the EEA.<br><br>Information on the safeguards in place in connection with such data transfers (e.g. standard contractual clauses) can be obtained by contacting us as set out in point 1 of this clause. |

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| **5. Data retention period**  | We will retain your personal data for as long as is necessary to fulfil the purposes set out in point 2 of this clause, in particular:<br><br>1. **for the purpose carried out prior to the conclusion of the insurance contract, i.e. the preparation and presentation of an insurance quotation, the assessment of insurance risk and the calculation of the premium:**<br>a. if no insurance contract is concluded – for the period necessary to fulfil this purpose,<br>b. if an insurance contract is concluded – until the date of termination or expiry of the insurance contract or the cessation of the insurance relationship;<br><br>2. **for the purpose of concluding and performing the insurance contract**, including in particular the settlement of claims and the provision of benefits – until the date of termination or expiry of the insurance contract or the cessation of the insurance relationship;<br><br>3. **for marketing purposes** – no longer than until the Controller's legitimate interest ceases to exist, and in particular no longer than until the consent granted under the provisions of the Electronic Communications Act is withdrawn, a valid objection to the processing of personal data is lodged, or the purpose of the processing ceases to exist – whichever occurs first;<br><br>4. **for the purpose of fulfilling the Controller's legal obligations**, in particular tax, accounting and administrative obligations – for the periods specified by applicable law, including provisions setting out the retention periods for accounting records;<br><br>5. **for the purpose of spreading insurance risk through reinsurance or co-insurance** – until the date of termination or expiry of the insurance contract or the cessation of the insurance relationship;<br><br>6. **to verify against sanctions lists and to prevent and detect insurance fraud** – for the period specified by the legal provisions imposing obligations on the Controller in this regard;<br><br>7. **for the purpose of conducting customer satisfaction surveys** – no longer than until the Controller's legitimate interest ceases to exist, and in particular no longer than until the consent granted under the provisions of the Act is withdrawn; – the Electronic Communications Act, the lodging of a valid objection to the processing of personal data, or the cessation of the purpose of processing – whichever occurs first;<br><br>8. **for the purpose of handling complaints, claims and requests** – until the date on which the proceedings concerning the complaint, claim or request are concluded;<br><br>9. **for the purpose of compiling statistical data** – for no longer than 12 years from the date of termination of the insurance contract;<br><br>10. **to ensure a high standard of customer service, including for training purposes** – for no longer than until the Controller's legitimate interest ceases to exist. |

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| | Once the above purposes have been fulfilled, we may retain your personal data for a period corresponding to the limitation period for any potential claims, solely to the extent necessary to establish, pursue or defend against claims and to ensure accountability – that is, the ability to demonstrate that we process your data in accordance with the provisions of the GDPR.<br><br>This period may be extended in the event of an interruption to the limitation period or the initiation of proceedings before a competent authority or court – until such proceedings are finally concluded. For further information, please contact us. |
| **6. What are your rights?**<br>  | To the extent permitted by applicable law, you have the right to:<br>• access your personal data held by us and find out the source of that data, the purposes for which it is processed, as well as information about the data controller and the data processor – to whom it may be disclosed;<br>• **withdraw your consent** at any time if your personal data is being processed on the basis of consent**;**<br>• **update** or **correct** your personal data so that it is always accurate;<br>• **to have** your personal data **removed** from our records if it is no longer required for the purposes set out above;<br>• **to request that the processing of** your personal data **be restricted** in certain circumstances, for example when you dispute the accuracy of your personal data, for a period allowing us to verify its accuracy;<br>• **to obtain your personal data** in an electronic format for your own use or for a new insurer;<br>• to lodge **a complaint** with us **or** with the relevant data protection authority. In Poland, this authority is the President of the Office for Personal Data Protection.<br><br>Furthermore, in relation to automated decision-making, you have the right to challenge the decision, to obtain an explanation for it, to present your own position to us, or to request that your situation be reviewed and a decision be made by one of our staff members.<br><br>You may exercise these rights by contacting us in accordance with the detailed information provided in point 1 of this clause, stating your full name, email address and the subject of your request. |
| **7. Objection to data processing**<br>  | To the extent permitted by applicable law, you have the right to object to our processing of your personal data or to request that we cease processing it (including for direct marketing purposes). You may exercise this right in the same way as the other rights set out in point 6 of this clause. |
| **8. Security**<br>  | We implement appropriate technical and organisational security measures to protect your data against accidental or deliberate manipulation, partial or total loss, destruction or unauthorised access by third parties. Our security measures are continuously improved in line with technological developments. |

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| **9. Sources of data collection**  | As a general rule, we collect personal data directly from you.<br><br>In some cases, data may also come from other sources.<br><br>**If you are the Insured Person, your personal data may come from:**<br><br>• **from the Policyholder** – if you are not also the Policyholder, and your data has been provided in connection with the conclusion of an insurance contract, to the extent of the data specified by the Policyholder and necessary for the conclusion and performance of the insurance contract,<br><br>• **from a third party reporting a claim** – where the claim was reported by another person, to the extent of the data provided when the claim was reported,<br><br>• **from healthcare providers who have provided you with medical services** – to the extent of information necessary to assess the insurance risk, verify the health information you have provided, and determine your entitlement to benefits under the insurance contract and the amount of such benefits (pursuant to Article 38(1)–(7) of the Act on Insurance and Reinsurance Activities and solely with your consent),<br><br>• **from the National Health Fund** – in respect of data concerning the names and addresses of healthcare providers who have provided you with healthcare services in connection with an accident or fortuitous event forming the basis for determining the insurance company's liability and the amount of compensation or benefit – (pursuant to Article 38(8) of the Act on Insurance and Reinsurance Activities and solely with your consent),<br><br>• **from other insurance companies** – to the extent necessary to assess insurance risk and verify the data provided by the policyholder, the insured person or the person in whose name the insurance contract is to be concluded, to determine the insured person's entitlement to a benefit under the concluded contract and the amount of that benefit, as well as information on the cause of the insured person's death or information necessary to determine the entitlement of the beneficiary under the insurance contract to a benefit and its amount (pursuant to Article 39 of the Act on Insurance and Reinsurance Activities and solely with your consent),<br><br>• **from your legal representative or guardian** – if you are a minor – in respect of the data necessary for the conclusion and performance of the insurance contract,<br><br>• **from entities providing services to you in connection with the provision of benefits under the insurance contract** – in respect of information concerning the provision of those services as part of the performance of the insurance contract (solely with your consent). |
| **10. Information on automated decision-making, including profiling** | For some of our products, when making decisions regarding:<br><br>• the assessment of insurance risk and the amount of the insurance premium, we may use automated decision-making mechanisms, including profiling. This means that we will analyse the information you provide (e.g. regarding |

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| | your state of health, date of birth, the value of the insured item, and, in the case of travel insurance, also the duration and purpose of your stay) and assign it to relevant profiles created on the basis of the statistical data we hold;<br><br>• determining the amount of compensation payable or the validity of a claim – in straightforward cases, we may use automated decision-making mechanisms. In such cases, we will inform you of this each time.<br><br>This means that in such cases, decisions may be made without human intervention.<br><br>In relation to automated decision-making, you have the right to challenge such a decision, to obtain an explanation of the principles on which it was based, to present your own position, and to request that your case be reconsidered and a decision be made by a member of staff. |
| **11. Obligation to provide data** | The provision of personal data is mandatory for the purposes of carrying out an insurance risk assessment, concluding an insurance contract and performing it, including the settlement of a reported claim and the handling of complaints, requests or grievances, as well as the fulfilment of the legal obligations incumbent on the Data Controller.<br><br>If the personal data necessary to fulfil the above-mentioned purposes is not provided, it will not be possible to fulfil them.<br><br>With regard to data processed for marketing purposes, the provision of such data is voluntary. |
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**This Privacy Notice was updated on 12 February 2026.**

** Whenever we use the term 'GDPR' in this notice, we refer to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (OJ EU L 119, 4 May 2016, p. 1, and OJ EU L 127, 23 May 2018, p. 2)*