

GENERAL TERMS AND CONDITIONS OF INTERNATIONAL TRAVEL INSURANCE

FOR KEY CUSTOMERS OF THE LUX MED GROUP

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The following table provides the information referred to in Article 17(1) of the Insurance and Reinsurance Activity Act of 11 September 2015:

INFORMATION TYPE	HEADING NUMBER IN MODEL CONTRACT
<p> GROUND S FOR PAYMENT OF COMPENSATION AND OTHER BENEFITS </p>	<p> §1. sec. 4. §3. sec. 2. §4. §5. §6. §7. §13. §14. sec. 1., 2., 4. §15. sec. 2., 3., 5., 6., 7., 8., 10. §16. sec. 1., 2. §17. sec. 3., 4., 5. §18. subject to the definitions of terms in §2 </p>
<p> LIMITATIONS AND EXCLUSIONS OF LIABILITY ENTITLING THE INSURANCE COMPANY TO REFUSE TO PAY OR TO REDUCE COMPENSATION AND OTHER BENEFITS </p>	<p> §1. sec. 4. §3. sec. 4.-6. §4. sec. 1., 2. §5. sec. 1., 2., 3., 5.-10. §6. sec. 1., 4., 5., 6., 7. §7. sec. 1., 3.-6. §8. §9. §10. §11. §12. §13. sec. 2., 3., 8. §14. sec. 3. §15 sec. 1., 11. §16. sec. 3., 4. §17. sec. 1., 2., 6. subject to the definitions of terms in §2. </p>

§1. INITIAL CONSIDERATIONS

1. Under these General Terms and Conditions of International Travel Insurance for Key Customers of the LUX MED Group, hereinafter referred to as the GTC, the Insurer provides an insurance package to the Insured Persons while they Travel internationally, which includes the following insurance products:
 - 1) International Travel Medical and Assistance Insurance,
 - 2) Personal Accident Insurance
 - 3) Travel Baggage Insurance
 - 4) Personal Liability Insurance
2. Under these GTC, insurance cover will be granted to Key Customers of the LUX MED Group who are enrolled for insurance by the Policyholder. In accordance with the Policyholder's instructions, the Insured Persons are covered under Insurance Option I and Option IV.
3. The Policyholder shall provide the Key Customer of the LUX MED Group with the GTC received from the Insurer along with the index and the Insurer's Privacy Policy before the Key Customer of the LUX MED Group enrolls for insurance, including the "Matrix of Permanent Health Impairment Percentages Resulting from Personal Accidents" (Appendix No. 1 to the GTC). The documents shall be provided in writing or, if the interested party so agrees, on another durable medium.
4. Insurance cover is provided worldwide, with the exception of the territory of the Republic of Poland and the territory of the Insured's Country of Residence, provided that an uninterrupted stay of the Insured outside the Republic of Poland or the Insured's Country of Residence (International Travel) does not last more than 180 days.
5. The scope of coverage is confirmed by the Insurer in the Certificate.

§2. DEFINITIONS

The terms used in these GTC shall have the following meaning:

- 1) **Acts of Terror** –any individual or collective illegal actions organised for ideological or political motives, directed against people or facilities with a view to causing chaos, intimidating the population or disorganising public life through violence, or directed against the society with the intention to intimidate it into achieving political or social objectives;
- 2) **Active or Passive Involvement in Acts of War or Acts of Terror** – the Insured's involvement in events occurring in territories affected by Acts of War or Acts of Terror as a party to a conflict, or any activity of the Insured consisting in the delivery or transport of systems, equipment, plant, vehicles, weapons or other materials used in Acts of War or Acts of Terror, or the Insured deliberately coming to territories affected by Acts of War or Acts of Terror;
- 3) **Amateur High-Risk Sports Activities** – activities undertaken for leisure or entertainment purposes including the following amateur sports activities: motor sports (with the use of wheeled road Vehicles powered by internal combustion, jet, turbine or rocket engines, as well as travelling on quad bikes or snowmobile), power boating (with the use of water Vehicles powered by internal combustion, jet, turbine or rocket engines, as well as riding personal watercraft), air sports (including gliding, ballooning, parachuting, hang gliding, paragliding, paramotoring and any variations thereof, as well as practising any kind of disciplines involving movement in airspace), caving, mountain or rock climbing with the use or requiring the use of safety equipment or belay devices, rafting and any variations thereof, heliskiing, heliboarding, bungee jumping, signum polonicum, active participation in historical reenactments, as well as participation in survival expeditions or expeditions to places with extreme climatic or natural conditions, such as desert, bush, polar areas, jungle, participation in high mountain expeditions (over 5,500 m above sea level) or expeditions requiring the use of safety equipment or belay devices during expeditions to the mountains, glaciers or snow areas; sports activities undertaken as part of events organised by employers are not considered as amateur sports activities;
- 4) **Direct Lightning Strike** – a lightning strike on the Travel Baggage, in accordance with § 6 sec. 3 point 1, which leaves marks;;
- 5) **Biological Pathogen** –cellular microorganisms or products thereof having the potential to produce disease symptoms, external and internal human parasites or products thereof, non-cellular life capable of replicating or transferring genetic material, including genetically modified cell cultures or products thereof;
- 6) **Fight** – physical confrontation, involving a fair amount of violence, between at least three persons each of whom attacks and defends themselves, which poses the risk of loss of human life or severe or medium bodily injury;
- 7) **Certificate** – a proof that insurance coverage has been provided to the Insured and of the scope of insurance coverage provided by the Insurer, which is issued to the Insured by the Insurer;
- 8) **Disease** – the human body's reaction to a pathogen or to an Accident, resulting in dysfunctions, organic changes to tissues, organs, systems or the body as a whole;
- 9) **Chronic Disease** – a pathological condition diagnosed before the Insured acceded to the insurance contract, characterised by slow progression and long-term course; Diseases regularly or periodically treated in an outpatient setting or resulting in Hospitalisation during the 12 months preceding the Insured's accession to the insurance contract;
- 10) **Mental Illness** – a disease classified in the International Statistical Classification of Diseases and Related Health Problems (ICD-10) as a mental or behavioural disorder (F00-F99);

- 11) **Communicable Disease** – a disease caused by a Biological Pathogen;
- 12) **Family Member** – a spouse, own children or adopted children;
- 13) **Business Day** – each weekday from Monday to Friday, except for statutory holidays;
- 14) **Acts of War** – any organised activity involving the army, navy or air force triggered by an armed conflict between countries, nations or social groups;
- 15) **Acting under the Influence of Alcohol** – any action performed at the time when alcohol content in the person's body amounts or leads to:
 - a) blood alcohol concentration exceeding 0.5‰
 - or
 - b) presence of more than 0.25 mg of alcohol per 1 dm³ in the breath;
- 16) **Act of God** – an external event that cannot be foreseen (including where the likelihood of it occurring is nominal given the situation) or avoided despite exercising due diligence;
- 17) **Epidemic** – an incidence of infections or cases of a communicable Disease in a given area that is clearly higher than in the previous period or the incidence of previously non-existent infections or Communicable Diseases. In order for any such events to be recognised as an epidemic, an epidemic must be declared by competent public authorities or the World Health Organisation (WHO);
- 18) **Deductible** – any contractually agreed amount by which any compensation (benefit) under Personal Liability Insurance will be decreased, however it shall not exceed the value of such compensation (benefit);
- 19) **Hail** – any precipitation consisting of ice lumps;
- 20) **Hospitalisation, Hospitalised** an uninterrupted hospital stay of the Insured resulting from an Insured Event lasting more than one day; within the meaning of these GTC, a day of hospitalisation shall mean a calendar day on which the Insured stayed in a hospital regardless of how long their stay lasted on a given day, with the first day being the day of registration in the hospital record, and the last day being the day of discharge from the hospital;
- 21) **Hurricane** – wind with a speed of no less than 24 m/s, as established by the Polish Institute of Meteorology and Water Management (IMGW), whose action inflicts massive damage. Where IMGW's opinion cannot be obtained, the occurrence of a Hurricane is established on the basis of facts and the extent of damage on site or in the immediate vicinity;
- 22) **Act of War or Act of Terror Clause** – a contractual provision stating that the Insurer is liable for the Cost of Medical Treatment and Assistance when Travelling specified in § 4 sec. 2 point 1 h) herein arising from Acts of War or Acts of Terror which occur while the Insured is staying outside the Republic of Poland and the Insured's Country of Residence for a period of no more than seven days starting from the date of commencement of Acts of War or occurrence of an Act of Terror;
- 23) **Key Customer of the LUX MED Group** – a natural person using the medical services provided by the Policyholder under agreements signed by the Policyholder with natural persons, legal persons or organisations without legal personality on whom legal capacity is conferred by the statutes;
- 24) **Theft** – an act prohibited by the law in force in the country of the Insured's stay during International Travel, consisting in appropriating someone else's movable property against the owner's will;
- 25) **Burglary** – an act prohibited by the law in force in the country of the Insured's stay during International Travel, consisting in appropriating someone else's movable property against the owner's will, which involves compromising a security device;
- 26) **The Insured's Country of Residence** – the country in which the Insured resides for an uninterrupted minimum period of one year and in which the Insured's private and professional life is concentrated; The country in which a person resides for educational purposes or to which they are seconded on work assignment shall not be that person's country of residence; a short-term absence (lasting less than 60 days) on account of a journey made for tourism purposes or for the purpose of paying a visit to family members or acquaintances shall not be deemed to constitute a break in residence within the country's territory; when the country of residence cannot be defined on the basis of the wording of the first sentence, it shall be assumed that the country of residence is the country of which the Insured is a citizen; when the Insured holds more than one citizenship, it is assumed that the country of residence is the country whose citizenship the Insured has obtained most recently;
- 27) **Cost of Treatment** – expenses incurred outside the Republic of Poland and the Insured's Country of Residence to arrange medical services, outpatient, hospital and dental treatment, as well as medication and dressing materials necessary for the Insured in order to recover enough to be able to return or be transported to the territory of the Republic of Poland or the Insured's Country of Residence. The Cost of Treatment shall be covered by the Insurer until, in the opinion of an Eligible Physician, it is possible to transport the Insured to the Republic of Poland or the Insured's Country of Residence, or the Insured is able to return to the Republic of Poland or the Insured's Country of Residence on their own, however only up to the limits specified in § 4 herein; Cost of Treatment within the meaning of the GTC shall not include any costs associated with the termination of pregnancy, artificial insemination and costs of fertility treatments, as well as costs associated with the consequences and complications of the aforesaid procedures;
- 28) **Avalanche** – shall mean a sudden fall or slide of a mass of snow, ice, soil, mud, rock or stones from mountain or rolling slopes;
- 29) **Eligible Physician** – any physician designated by the Insurer and authorised to request health care facilities to provide the medical history of the Insured and to carry out medical assessments;

- 30) **Place of Residence** – the address of a property, building or premises in the territory of the Republic of Poland or the Insured's Country of Residence being the place of residence of the Insured as specified by the Insured at the time of reporting an Insured Event;
- 31) **Sudden Illness** – any medical condition arising suddenly that poses a threat to the Insured's life or health and requires immediate medical assistance;
- 32) **Accident** – any dramatic and accidental event that meets all of the following criteria cumulatively:
- a) it is independent of the Insured's will and health status,
 - b) it was triggered by an External Cause of fortuitous nature that was the direct and exclusive cause of the event,
 - c) it occurred in the period between the start and end dates of the insurance cover provided to the Insured hereunder,
 - d) it was the direct and exclusive cause of the event covered by the Insurer's liability,
 - e) the consequences of the event are directly and adequately attributable to the External Cause that triggered the event; and as a result of which the Insured suffered a bodily injury or health impairment, or died;
- 33) **Accident During Manual Labour** – any Accident associated with the circumstances and activities mentioned in point 60);
- 34) **Period of Cover** – a period in which the Insurer provides insurance cover to the Insured, subject to these GTC;
- 35) **Landslide** – sudden and unexpected movement of a mass of earth;
- 36) **Pandemic** – an epidemic occurring simultaneously in more than one country or continent, declared by competent public authorities or the World Health Organisation (WHO);
- 37) **International Travel, Travelling Internationally** – the Insured's stay or movement outside the Republic of Poland or the Insured's Country of Residence;
- 38) **Vehicle** – any means of transport equipped with an engine intended for travelling on a road, in water or in air, as well as any machine or device fit for that purpose;
- 39) **Major Fortuitous Event** – an external event that cannot be foreseen or prevented, occurring independently of the Insured's will; a home burglary, Fire, home flooding or Hurricane are considered major fortuitous events;;
- 40) **Overstrain** – making a sudden movement or lifting an excessive load having an effect that, coupled with the Insured's pre-existing degenerative changes, could lead to a Permanent Health Impairment;
- 41) **External Cause** – a factor external to the body being the sole cause of bodily injury or health impairment, involving the exposure of the body to:
- a) kinetic energy, causing injuries in the form of trauma, impact,
 - b) thermal energy and electrical energy, causing injuries in the form of burns,
 - c) chemical agents, causing injuries in the form of burns and poisoning,
 - d) noise, causing injuries in the form of acoustic trauma;
- 42) **Flood** – any flooding of land as a result of higher water level in the channels of flowing or static waters, or flooding of land as a result of torrential rain, or water runoff along slopes in mountainous and undulated terrain;
- 43) **Fire** – the action of fire which has spread beyond its barriers or broke out without any such barriers and spread spontaneously;
- 44) **Robbery** – an act prohibited by the law in force in the country of the Insured's stay during International Travel, consisting in taking someone else's movable property for the purpose of appropriating it by using direct violence on the person possessing the property concerned or as a result of a threatening with the immediate use of direct violence or rendering that person unconscious or defenceless, or using the above mentioned violence immediately after seizing the property in order to keep it in one's possession;
- 45) **PassengerCar** – an automotive vehicle with a gross vehicle mass of up to 3.5 tonnes (in accordance with the information provided in the registration certificate), designed to carry no more than 9 persons including the driver as well as their baggage;
- 46) **InsurancePremium** – a premium intended to cover the cost of insurance coverage provided under the Group Insurance Contract, paid by the Policyholder, payable in accordance with the provisions of the Group Insurance Contract;
- 47) **Personal Injury** – damage consisting in causing death, bodily injury or health impairment and lost benefits that could have been achieved by third parties had they not sustained bodily injury or health impairment or died;
- 48) **Property Damage** – damage consisting in damage to, destruction or loss of property and loss of benefits that could have been achieved by third parties had the property not been damaged, destroyed or lost;
- 49) **Permanent Health Impairment** – any permanent physical damage to body or deterioration of health resulting in an impairment of body functions that is unlikely to improve, being a consequence of an Accident;
- 50) **Heavy Rain** – any rain of a minimum intensity factor of 4, as determined by the Polish Institute of Meteorology and Water Management (IMGW). If no relevant information can be obtained from IMGW, the occurrence of Torrential Rain is established on the basis of facts and the extent of damage on site or in the immediate vicinity;
- 51) **Policyholder** – LMG Försäkrings AB S.A. with its registered office in Stockholm (102 51), Sweden, Box 27093, registered with the Companies Registration Office under number 516406-0831, share capital: EUR 5,800,000, paid in full, operating through the Branch in Poland based in Warsaw (02-678), at ul. Szturmowa 2 Street, entered in the Register of Entrepreneurs maintained by the District Court for

- the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under KRS number: 0000395438;
- 52) **Insured** – Key Customer of the LUX MED Group who has been enrolled for insurance by the Policyholder, or who has submitted a declaration of intent to sign up for insurance and has been approved by the Policyholder;
- 53) **Insurer** – company under business name AWP P&C S.A. with its registered office in France, operating through the Branch in Poland AWP P&C S.A. Branch in Poland based in Warsaw, at ul. Konstruktorska 12, 02-673 Warsaw, registered by the District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register, under KRS No. 0000189340, NIP (tax ID) 1070000164, REGON (business statistical ID) 01564769, share capital of the parent company EUR 18.510.562,50, paid in full, operating under a licence granted by the French regulatory authority L'Autorite de Controle Prudentiel (ACP), Banque de France;
- 54) **Group Insurance Contract** – a group insurance contract entered into by the Insurer and the Policyholder under which Key Customers of the LUX MED Group are covered by insurance under the terms of these GTC;
- 55) **Fall of Aircraft** – a crash or forced landing of a powered or engineless aircraft or another air vehicle, as well as the fall of any components or cargo thereof;
- 56) **Nominee** – a person nominated by the Insured who is eligible for a benefit in the case of death of the Insured;
- 57) **Beneficiary under the Group Insurance Contract** – mean a person entitled to receive a benefit under the terms of these GTC, including a Nominee;
- 58) **Competitive Sports Activities** – regular or intensive training combined with participation in competitions or events, fitness or training camps, also as part of one's membership in 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, dancing, basketball, rowing, water skiing, fencing, ice hockey, field hockey, football, American football, baseball, rugby, air sports, equestrian sports, trekking, mountain climbing, rock climbing, caving, cycling, diving with special equipment, diving, motorsports, power boating, rafting, bungee jumping, polo, luge, bobsleigh, horse-riding, weight lifting, wrestling, combat sports; sports activities undertaken as part of events organised by employers are not considered as competitive sports activities;
- 59) **Plumbing Leak** – release of water or steam from water supply, sewerage or central heating pipes and equipment, water or sewage backflow from sewers;
- 60) **Performing Manual Labour** – performing operations and activities under permanent or occasional employment that increase the risk of loss: operations with the use of paint, varnish, liquid fuel or solvents, industrial or flue gas, hot industrial oil or fluids; performance of work at a laundry shop, mangle service, car wash, funeral home, transport, emergency medical services, the police, municipal police, fire department, the army (with the proviso that the insurance does not cover events related to drills performed under the control of army officials), security or guarding services (regardless of whether the person performing the work is equipped with a firearm or not), working in the following industries: construction, gas, energy, metallurgy, mining, heavy industry, in lumber mills (which applies also to entrepreneurs conducting such activity personally), and in the following occupations: postman, CIT/CVIT guard, carpenter, farmer, butcher, knitting machine operator; performing activities with the use of hazardous tools: impact drills, motor saws, pneumatic hammers, power saws or grinders, machine tools, cranes or working machinery, road machinery, performing any work at heights and on vessels;
- 61) **Traffic Accident** – a land, water or air traffic accident suffered by the Insured as:
- a) a person steering a motor Vehicle within the meaning of the Road Traffic Law, rail Vehicle, waterborne or passenger vessel, aircraft, or as a passenger of any of the aforementioned Vehicles,
- b) cyclist,
- c) pedestrian;
- 62) **Exacerbation and Complications of a Chronic Disease** – a sudden increase in severity of symptoms in the same or another organ or system, linked directly to that Disease, which is acute (turbulent) and requires immediate medical attention;;
- 63) **Sinkhole** – any sinking of the earth's surface caused by the collapse of underground voids;
- 64) **Insured Event** – any sudden, unforeseeable external event that is beyond the control of the Policyholder and Insured and has occurred during the Period of Cover, which may give rise, as per the provisions of these GTC as well as the applicable laws and regulations, to the Insurer's obligation to pay out a benefit.

§3. PERIOD OF COVER AND SUM INSURED

1. The Group Insurance Contract has been concluded for a term of 36 months.
2. The liability of the Insurer with respect to Insured Persons enrolled by the Policyholder in the Group Insurance Contract before 1 September 2023 will start on 1 September 2023, whereas with respect to the remaining Insured Persons, it will start on the day of entry into the insurance contract with LMG. The insurance coverage provided by the Insurer under these GTC with respect to an Insured will expire, notwithstanding any other provisions of the GTC:
 - 1) at the end of the day of the Insured's death;
 - 2) at the end of the day when the Policyholder withdraws from the Group Insurance Contract, in accordance with §3 sec. 7;

- 3) at the end of the month in which the Insured discontinues insurance, subject to §3 sec. 6;
 - 4) on the last day of the month in which the insurance contract with LMG is terminated between the Policyholder and the Insured or their employer;
 - 5) on the day when the Policyholder fails to pay an Insurance Premium;
 - 6) on the day of termination of the Group Insurance Contract;
 - 7) on the day of exhaustion of the sum insured, in the situations mentioned in sec. 4 to 6.
3. The liability of the Insurer under the International Travel Medical and Assistance Insurance for a single Insured Event ends upon the exhaustion of the sum insured specified herein, with the exception of the benefit mentioned in §4 sec. 2 point 2 a) herein.
 4. The liability of the Insurer under the Personal Accident Insurance for a single Insured Event ends upon the exhaustion of the sum insured specified herein.
 5. The liability of the Insurer under the Personal Liability Insurance and Travel Baggage Insurance ends upon the exhaustion of the Sum Insured specified herein for all Insured Events occurring during an annual Period of Cover.
 6. The Insured has the right to opt out from the Group Insurance Contract at any point in time during the term of the contract by a written notice submitted to the Insurer. Opting out from the Group Insurance Contract takes effect on the last day of the month in which the notice is submitted, provided that the notice should be submitted at least one day before the day on which it is to take effect.
 7. The Policyholder has the right to withdraw from the Group Insurance Contract in writing within 30 days of the date of the Group Insurance Contract, and where the Policyholder is an enterprise, within 7 days of the date of the Group Insurance Contract. 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 coverage.

§4. SUBJECT AND SCOPE OF INTERNATIONAL TRAVEL MEDICAL AND ASSISTANCE INSURANCE

1. The insurance covers the Costs of Treatment and Assistance when Travelling Internationally referred to in sec. 2, incurred as a result of a Sudden Illness, including a Sudden Illness resulting from a Communicable Disease whose spread has resulted in an Epidemic or Pandemic being declared (in particular COVID-19) or an Accident occurring while the Insured is Travelling Internationally in the Period of Cover up to the equivalent of PLN 300,000 (for Option I and Option IV), as determined for each Insured Event, taking into account the limits specified in sec. 2.
2. The Insurer guarantees the following as part of the International Travel Medical and Assistance Insurance:

1) Medical assistance

If the Insured sustains an Accident or comes down with a Sudden Illness, the Insurer, after having consulted the Insured, shall ensure that the Insured receives

the medical care warranted by the Insured's condition, and shall cover the costs of such medical care, including:

- a) Cost of medical transport to a health care centre or hospital and arranging such transport, up to the equivalent of the amounts specified in sec. 1,
- b) Cost of medical consultations up to the equivalent of the amounts specified in sec. 1,
- c) cost of medical examinations, surgeries, procedures as well as physician-prescribed medication and dressing materials, up to the equivalent of the amounts specified in sec. 1,
- d) Cost of hospital or outpatient treatment, as well as the cost of arranging a stay in a hospital, ambulatory or another health care facility, up to the equivalent of the amount specified in sec. 1. The Insurer shall choose the hospital, ambulatory or another health care facility which is best suited to the Insured's condition, make the reservation, arrange the transport, notify the hospital, ambulatory or health care facility of the payment terms, and remain in touch with the hospital, ambulatory or health care facility at all times,
- e) Cost of medical transport to another hospital and arranging such transport where the facility chosen by the Insured themselves does not meet the treatment requirements suited to the Insured's condition, up to the equivalent of the amounts specified in sec. 1
- f) cost of dental treatment, arranging such treatment, as well as cost or repair or purchase of dentures and dental braces damaged as a result of an Accident - in total up to the equivalent of PLN 2,000. Assistance in this respect shall be limited to the provision of immediate medical assistance in the case of severe pain or inability to carry out activities associated with consuming meals on one's own (food and beverages) on one's own
- g) Cost of pregnancy-related treatment, however no later than until the 32nd week of pregnancy, and assistance in this respect is limited only to the provision of the necessary immediate medical assistance in the case of severe pain, up to the equivalent of the amount specified in sec. 1,
- h) Cost of treatment incurred in circumstances defined in the Act of War or Act of Terror Clause - the Insurer shall arrange and cover the cost of the following benefits, up to the amounts specified in sec. 1:
 - a.) medical appointments;

- b.) Hospitalisations;
 - c.) medical transport of the Insured to the territory of the Republic of Poland or to the Insured's Country of Residence;
 - d.) transport of the deceased to a burial site in the Republic of Poland or in the Insured's Country of Residence.
- 2) **Transport of the Insured to the territory of the Republic of Poland or to the Insured's Country of Residence**
 - a) The Insurer shall arrange the medical transport of the Insured 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 the amount corresponding to the organisation of such transport by the insurer to the Insured's Country of Residence. The Insured shall be transported using means of transport suitable for the Insured's condition. The appropriateness, timing, manner of transport and fitness of the Insured for transport shall be decided by an Insurer's physician, in consultation with the physician managing the patient abroad.
 - b) If the Insured has deceased while Travelling Internationally, the Insurer shall arrange the transport of the deceased to a burial site in the territory of the Republic of Poland or the Insured's Country of Residence and cover the cost of transport, including the cost of purchase of a transport coffin up to PLN 5,600.
- 3) **Food and accommodation abroad during recovery**

If, at the time of the Insured's discharge from the hospital in which they stayed as a result of an Accident or a Sudden Illness, the discharging physician recommends against an immediate return to the Republic of Poland or the Insured's Country of Residence in the discharge summary, the Insurer shall cover the cost of the Insured's hotel accommodation up to seven days and the cost of food for the Insured up to the equivalent of PLN 450 per day.
- 4) **Cost of stay and transport of the Insured's Family Members if the Insured is Hospitalised**

If the Insured remains Hospitalised after the scheduled date of return to the Insured's Country of Residence or to the Republic of Poland, and the Insured is accompanied by Family members covered under these GTC, the Insurer shall pay hotel expenses for only one Family Member up to the equivalent of PLN 350 per day, for up to 7 days. The Insurer shall arrange the transport for a Family Member accompanying the Insured to the Insured's Country of Residence or to the territory of the Republic of Poland and cover the cost of such transport. The cost of transport is limited to the amount corresponding to the organisation of such transport by the insurer to the territory of the Republic of Poland.
- 5) **Transport of the Insured's Family Members to the territory of the Republic of Poland or to the Insured's Country of Residence in the event of death of the Insured**

If the Insured dies while Travelling Internationally, the Insurer shall arrange the transport of Family Members accompanying the Insured when Travelling Internationally and cover the costs of such transport up to the amount corresponding to the organisation of such transport by the Insurer to the Insured's Country of Residence.
- 6) **Cost of transport of the Insured's underage children**

If, during the Hospitalisation of an Insured travelling with underage children (including adopted children), the children are not accompanied by an adult, the Insurer shall arrange the transport of underage children – railway ticket, bus ticket or economy class air ticket if travelling by rail or bus takes more than 12 hours - to their place of residence in the territory of the Insured's Country of Residence or in the territory of the Republic of Poland, or to the usual residence of a person designated by the Insured to take care of their underage children. The Insurer shall cover the cost of transport and arranging such transport up to the amount corresponding to the organisation of such transport by the Insurer to the territory of the Republic of Poland. Underage children shall be transported under the care of an Insurer's representative.
- 7) **Cost of visit of a close relative**

If the Insured is Hospitalised for a period exceeding seven days and is not accompanied by any adult Family Member while travelling, the Insurer shall arrange the transport and cover the cost of a return ticket (railway ticket, bus ticket or economy class air ticket if travelling by rail or bus takes more than 12 hours) for a person identified by the Insured. The cost of transport is limited to the amount corresponding to the organisation of such transport by the Insurer from and to the territory of the Republic of Poland. Additionally, the Insurer shall arrange accommodation (hotel stay) for that person and cover their hotel expenses up to the equivalent of PLN 350 per day, for up to 7 days.
- 8) **Cost of legal assistance**

If the Insured has come into conflict with the law, the Insurer shall arrange the assistance of a lawyer and translator/interpreter and arrange the payment of the lawyer's and translator's/interpreter's fees on behalf of the Insured. The cost of such assistance will be covered by the Insurer subject to prior payment of the respective amount by a person designated by the Insured to the Insurer's bank account. The assistance will not be provided if the Insured's legal issue relates to the Insured's professional activity, driving or storage of a motor Vehicle, criminal activity or attempting to commit a criminal offence.
- 9) **Arranging the payment of bail**

If the Insured has been detained by law enforcement authorities and a bail must be paid to cover the cost of proceedings and fines imposed by authorised public

law bodies, at the request of the Insured, the Insurer shall arrange the payment of bail on behalf of the Insured to release the Insured from custody or other form of detention or deprivation of liberty. The bail will be paid by the Insurer subject to prior payment of the respective amount by a person designated by the Insured to a designated bank account of the Insurer.

10) **Assistance in the event of Theft, misplacement of or damage to documents issued by institutions established in the territory of the Republic of Poland**

In the event of Theft, misplacement of or damage to documents necessary for the Insured while Travelling Internationally (passport, ID card, tickets), the Insurer shall advise on the steps to be taken in order to obtain replacement documents.

11) **Costs incurred in connection with a delayed flight**

In the event of a documented delay of the departure of a scheduled flight while the Insured is Travelling Internationally by at least 4 hours, the Insurer shall refund to the Insured, against proof of costs incurred, the cost of purchase of basic necessities (i.e. food products, meals, toiletries), up to the equivalent of PLN 1,000 in total. The Insurer's liability shall exclude:

- a) charter flights,
- b) departures of scheduled flights cancelled no later than 3 hours before the scheduled departure time.

12) **Mountain or sea search and rescue**

The Insurer shall cover the cost of mountain or sea search and rescue of the Insured by specialised rescue services.

Search shall be understood as the period from the moment when the Insured is reported missing until the Insured is found or the search is discontinued. The Insurer's liability is capped at the equivalent of PLN 25,000.

Rescue shall be understood as the administering of medical first aid from the moment the Insured is found until the Insured's transfer to the nearest hospital. The Insurer's liability is capped at the equivalent of PLN 25,000.

13) **Substitution during business travel**

The Insurer shall cover the travel expenses of an employee delegated by the Insured's employer to substitute for the Insured if, when Travelling Internationally on business, the Insured comes down with a sudden severe Disease or sustains an accident resulting in the Insured being unfit for work for at least 10 days, as confirmed in writing by the attending physician. The Insurer shall arrange transport and cover the cost of transport (railway ticket, bus ticket or economy class air ticket if travelling by rail or bus takes more than 12 hours) up to the equivalent of PLN 3,600 for the employee delegated by the employer to substitute for the Insured, or shall accept the transport arrangements made by the employer and the cost thereof.

14) **Replacement driver**

In the event that in consequence of a Sudden Illness or Accident occurring while Travelling Internationally by a Passenger Car, the health of Insured, as confirmed in writing by the attending physician, precludes the Insured from driving the Passenger Car, and the person accompanying the Insured does not have a driving licence authorising them to drive the Passenger Car by means of which Insured is travelling, the Insurer shall cover the cost of arranging a replacement driver or another person holding a driving licence who will transport the Insured along with their companions (passengers) to the territory of the Republic of Poland or the Insured's Country of Residence. The aforesaid costs shall be covered up to the equivalent of PLN 2,200.

15) **Assisting in baggage retrieval and delivery**

In the event that baggage is lost by a carrier, the Insurer shall provide assistance consisting in advising on the steps to be taken to address the situation.

§5. SUBJECT AND SCOPE OF PERSONAL ACCIDENT INSURANCE

1. The insurance covers the consequences of Accidents resulting in permanent health impairment or death of the Insured, occurring while the Insured is Travelling Internationally in the Period of Cover.
2. If, as a result of an Accident, the Insured sustains Permanent Health Impairment, then based on the established degree (percentage) of Permanent Health Impairment, the Insured is entitled to a benefit which will be paid out as a percentage of the sum insured defined on the day of entering into the insurance contract corresponding to the percentage of Permanent Health Impairment sustained by the Insured, which however will not exceed PLN 100,000 (for Option I and Option IV), and in the event of death of the Insured as a result of an Accident - PLN 200,000 (for Option I and Option IV).
3. The existence of Permanent Health Impairment shall be determined by an Eligible Physician, on the following conditions:
 - 1) The percentage of Permanent Health Impairment is determined on the basis of the "Matrix of Permanent Health Impairment Percentages Resulting from Personal Accidents" of the Insurer applicable on the date of enrolment of the Insured for insurance by the Policyholder. The Matrix is attached to the GTC as Appendix No. 1 and it shall be provided to the Policyholder prior to entering into the Group Insurance Contract;
 - 2) any deterioration in health of the Insured following the determination of the Eligible Physician shall not form the basis for a re-determination of the degree (percentage) of Permanent Health Impairment;

- 3) The determination of the degree (percentage) of Permanent Health Impairment of the Insured as a result of an Accident may be subject to verification by an Eligible Physician.
 4. The amount of benefit under the Personal Accident Insurance shall be calculated once the existence of an adequate causal link between the Accident and the Permanent Health Impairment or Death of the Insured has been established.
 5. The type of work or activities carried out by the Insured is not taken into consideration when establishing the degree (percentage) of Permanent Health Impairment.
 6. If multiple physical functions have been impaired as a result of an Insured Event, the Health Impairment Degrees will be aggregated. However, the total Permanent Health Impairment must not exceed 100%.
 7. If, as a result of an Accident covered by these GTC, the Insured dies before the expiration of a period of one year from the Accident date, the Insurer shall pay a one-off benefit to the Nominee equal to the sum insured specified in sec. 2. In the situation where a benefit has been paid out due to Permanent Health Impairment as a result of the same accident, the death benefit shall be reduced by the amount of that payout. If the Insured dies after one year following the date of the accident, it shall be considered that no adequate causal link exists within the meaning of these GTC between the accident and the Insured's death.
 8. In the event of a loss of or damage to an organ or system which had already been impaired before the Accident, the percentage of Permanent Health Impairment shall be determined as the difference between condition after the Accident and right before the Accident.
 9. If one of the reasons of an Insured Event was Overstrain, when determining the degree of Permanent Health Impairment, the Insurer shall thoroughly analyse the medical history and health of the Insured before the Insured Event and shall determine the percentage of Permanent Health Impairment corresponding to the Insured's condition before the injury and to the causal factor and mechanism of the incident.
 10. If the Insured dies for reasons unrelated to an Accident and the degree of the Permanent Health Impairment has not been determined before, the degree of Permanent Health Impairment shall be determined, relying on medical expertise, by an Eligible Physician on the basis of the available medical documentation.
- 1) has entrusted them to a professional carrier on the basis of transport documents,
 - 2) has left them at baggage storage services against receipt,
 - 3) has locked them in a baggage locker at a railway station or hotel,
 - 4) has locked them in a hotel room,
 - 5) has locked them in the cabin of a trailer, car boot or in a mounted roof box (equipped with a mechanical or electronic lock).
 3. The Insurer shall be liable for any damage to the Insured's Travel Baggage resulting from:
 - 1) Fire, Hurricane, Flood, Heavy Rain, Hail, Avalanche, Direct Lightning Strike, Sinkhole, Collapse, Landslide, Fall of Aircraft and Plumbing Leak,
 - 2) a rescue operation carried out in connection with the fortuitous events mentioned in point 1;
 - 3) an accident in land, sea or air transport,
 - 4) damage, destruction, Theft or loss, in the event referred to in paragraph 2 points 1 and 2;
 - 5) Burglary, in the event referred to in paragraph 2 points 3 to 5;
 - 6) Robbery;
 - 7) an Accident or Sudden Illness, confirmed by a physician's diagnosis and reported to the Insurer, as a result of which the Insured is incapable of securing the Travel Baggage,
 - 8) damage to or destruction of suitcases, bags, dressing cases, backpacks as a result of the events referred to in points 1 to 6.
 4. The Insurer shall be liable for damage to Travel Baggage specified in sec. 3 up to PLN 5,000 (for Option I and Option IV). Every claim payout will reduce the sum insured.
 5. When establishing the amount of compensation, the Insurer shall apply the market prices of goods from the day when the loss was sustained, considering the extent of wear and tear.
 6. The amount of the compensation shall not exceed the value of actually sustained loss or cover any previous damage, including the extent of natural wear and tear.
 7. In the event of a delay in the delivery of Travel Baggage, during the travel, the Insurer shall reimburse the Insured for the costs of purchase of basic travel necessities, up to the moment of receiving the Baggage, against proof of costs incurred, up to the maximum amount of benefit of PLN 1,000 (for Option I or Option IV). The delay of the delivery of the Baggage shall be understood as a documented delay of at least 4 hours in the delivery of the Baggage by the carrier (or any other entity acting on the carrier's behalf) to the place and at the time agreed with the carrier. Every claim payout will reduce the sum insured.

§6. SUBJECT AND SCOPE OF TRAVEL BAGGAGE INSURANCE

1. The insurance provided by the Insurer covers the Travel Baggage of the Insured when Travelling Internationally.
2. The insurance covers the belongings of the Insured included in the Insured's Travel Baggage, i.e. only suitcases, bags, dressing cases, backpacks and their contents - clothing and personal effects belonging to the Insured - while they are in the Insured's immediate care, or if the Insured:

§7. SUBJECT AND SCOPE OF PERSONAL LIABILITY INSURANCE

1. The insurance covers the Insured's third-party liability in connection with wrongful acts - for any loss caused by the Insured while Travelling Internationally to third parties, both Personal Injuries and Property Damage, associated with any activities performed by the Insured in private life if, under the laws of the country where the Insured stays, the Insured is under the obligation to redress the loss.
2. The coverage includes losses inflicted by the Insured and by animals and people for whom the Insured is liable.
3. The coverage includes losses inflicted by the Insured while using sports equipment under a rental, leasing or hire purchase agreement, to the exclusion of any movables powered by electric motors or internal combustion engines).
4. The Insurer shall be liable under the Personal Liability Insurance up to the equivalent of PLN 200,000 (for Option I and Option IV).
5. The Insurer shall be liable up to the amount of the sum insured specified in sec. 4, taking into account the Deductible specified in § 17 sec. 6 herein.
6. Every claim payout to an injured party will reduce the sum insured.

§8. GENERAL GROUNDS FOR REFUSAL OR REDUCTION OF BENEFIT

1. The insurance coverage described in § 4, 5, 6 and 7 herein does not include Insured Events being a consequence of the Insured's Mental Illnesses, as well as being the consequence of complications and exacerbations thereof.
2. The extent of harm, suffering and pain is not covered by the Insurer's benefits and does not affect the amount of the benefit. Under no circumstances do they form any basis for equitable relief for the sustained harm, pain and physical or moral suffering, or for any financial losses arising from loss of or damage to the Insured's belongings (except that liability for financial losses arising from loss of or damage to the Insured's belongings exists in relation to insured Travel Baggage, in accordance with the scope of liability described herein).
3. The Insurer shall not be liable for any events which had taken place before International Travel commenced..
4. The Insurer shall not be liable in the case of non-compliance with the obligation to return to the territory of the Republic of Poland or to the Insured's Country of Residence prescribed in § 1 sec. 4, i.e. within more than 180 days.
5. The insurance does not cover the cost of continuation of treatment of Chronic Diseases or consequences of Accidents which had occurred before International Travel commenced, to the exclusion of Exacerbation and Complications of Chronic Diseases.

6. The Insurer's liability for all risks covered by the Group Insurance Contract excludes any losses resulting from International Travel undertaken by the Insured contrary to the recommendations issued by competent public authorities of the Insured's Country of Residence or contrary to the recommendations issued by competent public authorities of the International Travel destination. If the Insured's Country of Residence is the Republic of Poland, such recommendations are understood as travel advice (*ostrzeżenia dla podróżnych*) issued and published by the Ministry of Foreign Affairs of the Republic of Poland
7. The Insurer's liability for all risks covered by the Group Insurance Contract excludes any losses resulting from an Epidemic or Pandemic, with the proviso that cover is granted for Sudden Illness as a result of a Disease whose spread has resulted in an Epidemic or Pandemic being declared (in particular COVID-19), to the extent expressly stated in the International Travel Medical and Assistance Insurance.
8. The provision of assistance services guaranteed herein may be delayed as a result of strikes, riots, social unrest, Acts of Terror, civil war, war at international level, radioactive or ionising radiation, occurrence of a Major Fortuitous Event or an Act of God, as documented by the Insurer, as well as movement restrictions imposed by decisions of administrative authorities.
9. Any misrepresentation by the Insured of data concerning the circumstances or consequences of an Insured Event or failure to provide clarification may result in the loss of the right to use the services provided by the Insurer, or reduction of compensation (benefit), if the Insured's conduct has contributed to the escalation of damage.
10. Notwithstanding the general grounds for exclusion or reduction of the Insurer's liability under this paragraph, the provisions of § 9 to § 12 shall apply in respect of individual scopes of insurance coverage.

§9. EXCLUSIONS OF LIABILITY IN INTERNATIONAL TRAVEL MEDICAL AND ASSISTANCE INSURANCE

1. The insurance does not cover the Costs of Medical Treatment and Assistance when Travelling Internationally:
 - 1) beyond what is required for the Insured in order to recover enough to be able to return to the territory of the Republic of Poland or the Insured's Country of Residence;
 - 2) when, prior to Travelling Internationally, there were indications for carrying out a surgical procedure or undergoing another treatment in hospital settings.
2. The insurance does not cover the costs of medical treatment, medical transport and assistance when Travelling Internationally and other services arising from or as a result of:
 - 1) Mental Illnesses, even if they are the consequence of an accident;

- 2) Diseases in respect of which medical contraindications existed against undertaking the International Travel;
 - 3) sexually transmitted diseases, AIDS, HIV infection;
 - 4) a failure to undergo vaccination or other preventive procedures required prior to travelling to countries where the aforementioned vaccination or procedures are required;
 - 5) alcohol poisoning, alcoholism or events resulting directly from the Insured's Acting under the Influence of Alcohol, drugs, psychotropic substances, their substitutes or new psychoactive substances within the meaning of the Act on Counteracting Substance Abuse, medications not prescribed by a physician or used in non-compliance with physician's recommendations or indications for use;
 - 6) accidents caused intentionally by the Insured, self-harm, attempted suicide and consequences of suicide, regardless of the Insured's state of sanity;
 - 7) contamination, radioactive or ionising radiation;
 - 8) the Insured's active unlawful involvement in riots, social unrest, acts of sabotage and terrorist attacks;
 - 9) direct Acts of War, whether local or international, or an Act of Terror, as well as arising in areas affected by Acts of Terror or Acts of War, whether local or international (not applicable to the Acts of War or Acts of Terror Clause as defined in § 2 point 22), in accordance with the scope of coverage described in § 4 sec. 2 point 1 h);
 - 10) Active or Passive Involvement in Acts of War or Acts of Terror;
 - 11) events arising as a result of a wrongful act amounting to intentional offence committed or attempted by the Insured;
 - 12) involvement in a Fight, except for any acts committed in legitimate self-defence or in necessity;
 - 13) accidents resulting from engaging in Competitive Sports Activities;
 - 14) accidents resulting from engaging in Amateur High-Risk Sports Activities;
 - 15) Accidents During Manual Labour (except Option IV);
 - 16) participation in drills carried out under the control of uniformed services;
 - 17) the Insured not complying with recommendations of the attending physician or Insurer's physician;
 - 18) disturbances of mind or consciousness;
 - 19) traumatic encephalopathies, spinal disc herniation, abdominal hernia and inguinal hernia, even if they are the consequence of an accident.
3. The insurance does not cover the costs of medical treatment, medical transport and assistance when travelling and other services:

- 1) unrelated to a Sudden Illness or Accident, to the exclusion of Exacerbations and Complications of Chronic Diseases;
 - 2) related to sanatorial treatment, physiotherapy, heliotherapy and interventions on aesthetic grounds;
 - 3) performed or prescribed by a physician who is a spouse, child, grandchild, parent, sibling or parent-in-law of the Insured;
 - 4) related to any diagnostics or medical treatment beyond the necessary immediate medical assistance;
 - 5) related to vaccinations;
 - 6) related to dental treatment other than due to necessary immediate medical assistance;
 - 7) related to the repair or purchase of prostheses (with the exception of the cost of repair or purchase of dentures damaged as a result of an Accident), glasses or other rehabilitation equipment;
 - 8) related to procedures or treatments that are not scientifically or medically recognised.
4. The insurance does not cover the costs of contraceptives.

§10. EXCLUSIONS OF LIABILITY IN PERSONAL ACCIDENT INSURANCE

The insurance does not cover any consequences of Accidents:

- 1) caused intentionally by the Insured, self-harm or harm inflicted at the Insured's own request, attempted suicide and consequences of suicide, regardless of the Insured's state of sanity;
- 2) resulting directly from the insured Acting under the Influence of Alcohol, drugs, psychotropic substances, their substitutes or new psychoactive substances within the meaning of the Act on Counteracting Substance Abuse, medications not prescribed by a physician or used in non-compliance with physician's recommendations or indications for use;
- 3) arisen while the insured was driving a Vehicle without the required license or was driving an unroadworthy Vehicle;
- 4) arising as a result of conservative management or surgical treatment unless the physician's recommendation for treatment was directly associated with the consequences of the Accident;
- 5) resulting from the Insured's active unlawful involvement in riots, social unrest, acts of sabotage or terrorist attacks;
- 6) arising in areas affected by Acts of Terror or Acts of War, whether local or international, and being the direct

- consequence of Acts of War, whether local or international, or an Act of Terror;
- 7) resulting from Active or Passive Involvement in Acts of War or Acts of Terror;
 - 8) arising as a result of a wrongful act amounting to intentional offence committed or attempted by the Insured;
 - 9) resulting from engaging in Competitive Sports Activities;
 - 10) resulting from engaging in Amateur High-Risk Sports Activities;
 - 11) arising as a result of interventions or treatment not recognised scientifically or medically;
 - 12) being an Accident During Manual Labour (except Option IV);
 - 13) resulting from disturbances of mind or consciousness;
 - 14) caused by nuclear energy, radioactive or ionising radiation, magnetic field at levels harmful to humans, excluding the use of the above for treatment purposes in line with physician's recommendations;
 - 15) resulting from poisoning with solid or liquid substances that have penetrated into the body through inhalation, ingestion or skin contact;
 - 16) resulting from participation in drills carried out under the control of uniformed services;
 - 17) being a consequence of Mental Illnesses;
 - 18) being a consequence of accidents taking the form of: Mental Illnesses, traumatic encephalopathies.

§11. EXCLUSIONS OF LIABILITY IN TRAVEL BAGGAGE INSURANCE

The insurance does not cover:

- 1) any loss, misplacement, destruction or damage:
 - a) occasioned by the Insured, a person under the Insured's responsibility or the Insured's Family Member;
 - b) occurring during any events in territories affected by Acts of War, whether local or international, riots or social unrest, acts of sabotage or terrorist attacks;
 - c) occurring during events taking place in territories affected by Acts of Terror;
 - d) caused by any consequences of radioactive or ionising radiation;
 - e) occurring during the Insured's relocation;
 - f) of or to items left unattended, subject to § 6 sec. 3 point 5 of these GTC;
- g) arising as a result of seizure, detention or destruction of Travel Baggage by customs or other state authorities;
- 2) additionally, damage and destruction:
 - a) due to a defect in the insured item or its normal tear and wear, spillage of liquids, fats, colourants or caustic substances kept in the insured baggage;
 - b) to or of fragile items, in particular earthenware, glass, ceramic, china or marble items;
 - c) to or of suitcases, bags, dressing cases, backpacks, subject to § 6 sec. 3 point 7 of these GTC;
- 3) the following items:
 - a) any documents, keys, means of payment, tickets, vouchers, savings books and securities;
 - b) any means of transport, except for pushchairs and wheelchairs;
 - c) car accessories and other items of equipment or furnishing of cars, caravans, yachts and their appurtenances;
 - d) professional equipment and items, i.e. all items and tools that are used by the Insured to perform work;
 - e) photographic, cinematographic, audio & video and communication equipment, mobile phones, computer equipment;
 - f) software, cassettes, DVDs, CDs, data carriers, video games and accessories, books, musical instruments;
 - g) works of art, antiquities, weapons, jewellery, precious stones, watches, items made of precious metals or precious stones;
 - h) food and foodstuffs;
 - i) household effects being relocated abroad;
 - j) propellants;
 - k) drugs, psychotropic substances, their substitutes within the meaning of the Act on Counteracting Substance Abuse;
 - l) any items in quantities indicative of a trading intent.

§12. EXCLUSIONS OF LIABILITY UNDER PERSONAL LIABILITY INSURANCE)

1. The insurance does not cover any losses:

- 1) caused by the Insured or with the Insured's involvement through wilful misconduct;

- 2) being the consequence of contractual liability (for non-performance or improper performance of an obligation);
- 3) inflicted by the Insured upon the Members of their own Family;
- 4) caused in the natural environment;
- 5) caused by any power-driven Vehicle driven by the Insured or a Vehicle owned by the Insured;
- 6) resulting from engaging in Amateur High-Risk Sports Activities or Competitive Sports Activities;
- 7) resulting from wildlife hunting;
- 8) resulting from accidents occurring in the territories affected by Acts of War, whether local or international;
- 9) resulting from accidents occasioned by involvement in a Fight;
- 10) resulting from a wrongful act amounting to intentional offence committed or attempted by the Insured;
- 11) resulting from accidents in connection with the Insured's involvement in any Acts of Terror, unrest, riots or strikes;
- 12) inflicted by the Insured upon animals for which the Insured is liable;
- 13) inflicted by the Insured upon any items owned or rented by the Insured (not applicable to rooms rented at a hotel), lent for use or entrusted to the Insured;
- 14) involving the Insured damaging any coins, banknotes, securities, files, documents, data sets, regardless of the type of medium;
- 15) arising when performing activities unrelated to the Insured's personal life; sports activities as part of events organised by employers are also considered as personal life activities;
- 16) resulting from engaging in sports in places that are not suitable for that purpose due to a risk to the Insured's or third parties' health and safety;
- 17) occasioned by the Insured as a result of a Mental Illness;
- 18) occasioned by the Insured as a result of alcoholism or Acting under the Influence of Alcohol, drugs, psychotropic substances or their substitutes within the meaning of the Act on Counteracting Substance Abuse, medications not prescribed by a physician or used in non-compliance with physician's recommendations or indications for use;
- 19) arising from a failure to undergo compulsory vaccination or other preventive procedures required prior to travelling to countries where the aforementioned vaccination or procedures are required;
- 20) inflicted by the Insured as a result of transmission of Diseases, including Communicable Diseases whose spread has resulted in an Epidemic or Pandemic being declared (in particular COVID-19).

2. The insurance does not cover penalty notices and any fines imposed as sanctions other than direct indemnities for a bodily injury or damage to property.

§13. PAYMENT OF BENEFIT

1. Any benefits paid out to the Insured or Beneficiary under the Group Insurance Contract shall be made in the currency of the Insured's Country of Residence and shall represent the PLN equivalent of amounts in foreign currencies translated into the currency of the Insured's Country of Residence using the exchange rate published by the National Bank of Poland in Table A of average exchange rates of foreign currencies on the day of occurrence of the Insured Event, with the exception of the benefit specified in section 2, and they shall be capped at the level of the respective sums insured specified herein.
2. The amount of the Permanent Health Impairment benefit shall be calculated on the basis of the Permanent Health Impairment percentage relative to the sum insured.
3. In the event of death of the Insured, the costs already incurred by the Insured under the International Travel Medical and Assistance Insurance shall be reimbursed to the Insured's heirs who present a death certificate, a decision concerning acquisition of inheritance or a registered succession certificate and document the costs incurred.
4. The Insured may designate a Nominee at any time during the Insurance Cover Period. The Insured may change the Nominee at any time during the Insurance Cover Period. The change shall be effective starting from the day following the day of receipt of the request by the Insurer. If the Nominees' percentages do not add up to 100%, it is assumed that the share of each Nominee in the amount of the benefit is established in line with the relative proportions arising from the percentages stated by the Insured. If a Nominee is not identified in writing, the provisions of § 15 sec. 10 of these GTC shall apply;
5. The Insurer shall pay the benefit within 30 days of the date of being notified of an Insured Event, subject to sec. 6 of this paragraph.
6. Should it be impossible to clarify all the circumstances required to establish the validity or extent of payout within the time limit specified in sec. 5, the benefit shall be paid within 14 days of the day on which the clarification of these circumstances in the exercise of due diligence becomes possible. However, the undisputed portion of the benefit shall be paid by the Insurer within the time limit set forth in sec. 5 of this paragraph.
7. The Insured shall use any available means to prevent or minimise the loss. The Insured shall also enable the Insurer to carry out any activities that may be required to establish the circumstances of the loss and the validity and amount of the claim.
8. If the Insured or a person acting on behalf of the Insured, whether by wilful misconduct or by gross negligence, fails to comply with the obligation to report an accident, the Insurer may reduce the benefit accordingly, if such

failure has contributed to an increase in the extent of loss or prevented the Insurer from determining the circumstances and consequences of the accident.

9. The occurrence of a fortuitous event can be reported either by the Insured or by their heirs.

§14. HANDLING OF A CLAIM UNDER TRAVEL MEDICAL TREATMENT AND ASSISTANCE INSURANCE

1. If an Insured Event occurs, the Insured or person acting on behalf of the Insured shall:
 - 1) if there exists a need to use medical assistance, transport or other assistance services covered by insurance and to have their costs covered, before acting on one's own, request the Insurer for assistance by telephone in order to obtain a payment or refund guarantee;
 - 2) explain in detail to the Insurer's employee taking the report what are the circumstances of the Insured and what assistance is needed, and grant the Insurer's physicians access to any medical records pertaining to the event;
 - 3) follow the recommendations of the Insurer, providing the Insurer with information and the necessary authorisations;
 - 4) enable the Insurer to carry out any activities that may be required to establish the circumstances of the loss and the validity and amount of the claim, as well as provide any assistance and clarification for that purpose.
2. If the Insured or person acting on behalf of the Insured, for reasons beyond their control, have not contacted the Insurer in order to obtain a payment or refund guarantee, they shall:
 - 1) notify the Insurer of the cost incurred immediately starting from the day when it becomes possible to contact the Insurer;
 - 2) submit to the Insurer any documentation in their possession that confirms the validity of the claims.
3. After the expiry of the time limit referred to in sec. 2 point 1, the Insurer has the right to reduce the benefit if the above obligation has been breached through wilful misconduct or gross negligence and has contributed to an increase in the extent of loss or prevented the Insurer from determining the circumstances and consequences of the accident, unless the Insured or person acting on behalf of the Insured have failed to contact the Insurer due to a Major Fortuitous Event or Act of God.
4. If the Insured or person acting on behalf of the Insured have failed to apply for the payment or refund of expenses or have obtained the Insurer's consent for the refund of expenses after the return to the territory of the Republic of Poland or the Insured's Country of Residence, they shall file the claim directly to the Insurer within 7 days of the return

to the territory of the Republic of Poland or the Insured's Country of Residence and present any documentation in their possession confirming the validity and amounts of the claims, where necessary for the investigation of the claim. The aforementioned documentation shall comprise the following:

- 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 aid administered or pertaining to other costs covered by insurance;
- 5) proof of the costs and expenses incurred;
- 6) an accident sheet (*karta wypadku*) or post-accident report (*protokół ustalenia okoliczności i przyczyn wypadku*) with attachments - if the accident qualifies as an accident at work;
- 7) a police report from the accident scene, where applicable;
- 8) a ruling ending criminal proceedings or minor offence proceedings, where applicable, as well as any other available documents relating to pending proceedings that may confirm the validity or amount of the claim.

§15. HANDLING OF A CLAIM UNDER ACCIDENT INSURANCE

1. If the Insured chooses not to undergo any accident treatment that has been clearly recommended by physicians, the degree of Permanent Health Impairment shall be determined as if the Insured were in a condition that, according to the knowledge of the medical examiner, would have been determined if the recommended treatment had been completed.
2. The notification of a Permanent Health Impairment claim due to an Accident shall be accompanied by documents specified by the Insurer which are necessary for the examination of the claim. The aforementioned documentation shall comprise the following:
 - 1) a completed claim form;
 - 2) a description of the circumstances of the accident;
 - 3) an accident sheet (*karta wypadku*) or post-accident report (*protokół ustalenia okoliczności i przyczyn wypadku*) with attachments - if the accident qualifies as an accident at work;;
 - 4) a document confirming the identity of the Insured or the person reporting the claim;
 - 5) a certificate of completed treatment and rehabilitation, where applicable;
 - 6) a police report if the police have been notified;

- 7) a ruling ending criminal proceedings or minor offence proceedings, where applicable, as well as any other documents available relating to pending proceedings that may confirm the validity of the claim;
 - 8) medical records of treatment and rehabilitation as well as other medical documentation that is necessary for the examination of the claim;
 - 9) a document confirming that the Insured is authorised to drive a Vehicle (where the Insured has driven a Vehicle);
 - 10) a document confirming the Vehicle's roadworthiness (in the case of a Traffic Accident).
3. The notification of a claim due to death as a result of an Accident shall be accompanied by documents specified by the Insurer which are necessary for the examination of the claim. The aforementioned documentation shall comprise the following:
 - 1) a completed claim form;
 - 2) a death certificate and a document stating the cause of death;
 - 3) a description of the circumstances of the accident;
 - 4) a police report if the police have been notified;
 - 5) an accident sheet (*karta wypadku*) or post-accident report (*protokół ustalenia okoliczności i przyczyn wypadku*) with attachments - if the accident qualifies as an accident at work;
 - 6) a document confirming the identity of the Nominee;
 - 7) medical records reflecting the course of treatment;
 - 8) a ruling ending criminal proceedings or minor offence proceedings, where applicable, as well as any other documents available relating to pending proceedings that may confirm the validity of the claim;
 - 9) a document confirming that the Insured was authorised to drive a Vehicle (where the Insured drove a Vehicle);
 - 10) a document confirming the Vehicle's roadworthiness (in the case of a Traffic Accident).
 4. Medical records in the English language or in the official language of the country where the Insured Event occurred are acceptable.
 5. The Insured shall notify the Insurer when treatment and rehabilitation are completed. Following the completion of treatment and rehabilitation, the Insurer shall refer the Insured to a medical board appointed by the Insurer in the territory of the Republic of Poland, which shall determine the degree of Permanent Health Impairment. The injured party shall present any available medical records to the medical board.
 6. The Insurer shall reimburse the Insured for any expenses incurred for any trips by public transport in the Republic of Poland to the locations of the medical board specified by the Insurer, on the basis of a document showing the means of transport and the amount of expenditure (such as public transport ticket, rail ticket).
7. The Insurer reserves the right to obtain all kinds of medical expert reports at the Insurer's expense aimed at assessing the degree of Permanent Health Impairment.
 8. The Insurer shall qualify as an undisputed part of the benefit a portion of the benefit which, according to medical knowledge, can be established with the same percentage of permanent health impairment 12 months after the determination thereof.
 9. The undisputed part of the benefit is determined on the basis of the available medical records of treatment and rehabilitation.
 10. The entitlement to claim the benefit due in case of the Insured's death as a result of an Accident shall be vested in the Nominee. Where no Nominee has been appointed or when the Nominee was dead on the day of the Insured's death or if the Nominee is no longer entitled to the benefit, the benefit shall be claimed by members of the Insured's family in the following order:
 - 1) spouse;
 - 2) children in equal parts (in the absence of a spouse);
 - 3) parents in equal parts (in the absence of any children or spouse);
 - 4) siblings in equal parts (in the absence of any parents, children or spouse);
 - 5) more distant statutory heirs in equal parts (in the absence of the aforementioned persons).
 11. A person who has intentionally contributed to the Insured's death shall not be entitled to the benefit.

§16. HANDLING OF A CLAIM UNDER TRAVEL BAGGAGE INSURANCE

1. In the event of loss, the Insured shall:
 - 1) in the event of Burglary or Robbery: immediately report the crime at the nearest police station;
 - 2) in the event of misplacement, delay or total or partial destruction: obtain a written confirmation of the loss from competent authorities or from a person or company responsible for the storage or carriage of the baggage.
2. In each of the situations mentioned in sec. 1 of this paragraph, the Insured shall:
 - 1) immediately report the claim by telephone to the Insurer, unless it is impossible due to a Major Fortuitous Event or Act of God. The claim report should include the date, place, circumstances and description of the loss and the steps taken by the Insured after the loss;
 - 2) The Insured shall also, after the aforementioned telephone report, provide the Insurer with the available documentation necessary for the determination of the validity of the claim, which includes:

- a) a completed claim submission form;
 - b) a list of destroyed, stolen, lost or damaged items with an indication of the date and place of purchase and the value of purchase, prepared by the Insured and confirmed by competent authorities or a person or company responsible for the storage or carriage of the Baggage;
 - c) confirmation of reporting a complaint to competent authorities;
 - d) confirmation of damage to or loss of Travel Baggage - a report;
 - e) in the event that the Travel Baggage is damaged or lost by a person or company responsible for the storage or carriage of the Travel Baggage - tickets and baggage receipts;
 - f) for destroyed, stolen, lost or damaged items purchased during the journey - proofs of purchase;
 - g) evidence of cost incurred to purchase the necessary new items;
 - h) evidence of cost incurred to repair damaged items.
3. The amount of the compensation shall not exceed the value of actually sustained loss or cover any previous damage, including the extent of natural wear and tear.
 4. In the event of recovery of stolen or misplaced items making up the Travel Baggage:
 - 1) the Insurer shall be notified in writing as soon as the Insured becomes aware of their recovery,
 - 2) if the compensation has not yet been paid by the Insurer and the Insured has collected the recovered items, the Insurer shall then pay the compensation for the destroyed or missing Travel Baggage in compliance with these GTC,
 - 3) if the Insured, prior to receipt of the compensation, has recovered the stolen or lost items in an intact condition, the Insurer shall reimburse the Insured solely for the necessary and economically justified costs associated with their recovery, however no more than up to the amount of the compensation that would have been due had the items not been recovered; if the Insured recovers the stolen or lost items after the payment of the compensation, the Insured shall repay the compensation to the Insurer or transfer the rights in the recovered items to the Insurer.

§17. HANDLING OF A CLAIM UNDER PERSONAL LIABILITY INSURANCE)

1. The Insured shall not accept any settlement concerning the Insured's liability for loss without the Insurer's consent.

2. The Insurer shall not be bound by any recognition of injured party claims by the Insurer or any other obligation assumed by the Insured or on behalf of the Insured without the Insurer's consent.
3. The Insured shall immediately notify the Insurer by telephone or in writing of an event giving rise to a loss. When the notification of the Insurer was impossible due to Major Fortuitous Events or an Act of God, the Insured shall notify the Insurer once the reasons precluding the notification cease, within the time limit specified in the first sentence.
4. The Insured shall promptly forward to the Insurer all summons, lawsuits, extrajudicial and judicial documents addressed to the Insured or served upon the Insured.
5. A deductible being the equivalent of PLN 450 applies to each individual Property Damage under the Personal Liability Insurance.

§18. FINAL PROVISIONS

1. Assistance to the Insured in connection with an event covered under an insurance contract is provided in line with laws and regulations applicable in the country where such assistance is being provided or in line with international law.
2. Claims under insurance contracts fall under a three-year statute of limitations.
3. Unless agreed otherwise, upon the date of payment of compensation (benefit) by the Insurer, the Policyholder's (Insured's) claims against a third party liable for the loss shall pass, by operation of the law, to the Insurer, up to the amount of the compensation (benefit) paid.
4. Any claims of the Policyholder (Insured) against the persons with whom the Policyholder (Insured) shares the household shall not pass to the Insurer unless the perpetrator has inflicted the loss intentionally.
5. On the Insurer's request, the (Policyholder) Insured shall assist the Insurer in asserting claims against third parties, providing the information required by the Insurer and delivering the documents required for asserting such claims.
6. Any notifications, statements and clarifications shall be made in writing, with the exception of reporting a claim by telephone, as referred to in § 14 sec. 1 point 1) and § 16 sec. 2 point 1) herein, as well as making a complaint either orally or by electronic means, in accordance with sec. 8 points 1) and 3) of this paragraph. Compliance with the time limits stated herein shall be determined on the basis of the date of receipt by the Insurer.
7. The Policyholder and the Insured shall inform the Insurer of any change of address.
8. Any complaints related to the execution or performance of the Group Insurance Contract may be filed with the Insurer by the Policyholder, the Insured, the Beneficiary or their heirs who have a legal interest in the establishment of liability

or the provision of benefits under the Group Insurance Contract in the following manner:

- 1) orally - by telephone at +48 22 522-26-40 (available on Business Days between 8:00 am and 4:00 pm) or in person for the record at the Insurer's head office;
 - 2) in writing - by mail to the mailing address: ul. Konstruktorska 12, 02-673 Warsaw, or in person at the Insurer's head office;
 - 3) Electronically – by e-mail to reklamacje@mondial-assistance.pl
9. Any complaints related to the execution or performance of the Group Insurance Contract filed with the Policyholder will be handed over to the Insurer.
10. The Insurer will promptly handle any complaints regarding the execution or performance of the Group Insurance Contract, in any case not later than 30 days after their receipt. In particularly complicated cases, the time limit for the examination of complaints can be extended to 60 days. The complainant will be informed in writing of the extended time limit for the examination of complaints and of the reasons for the delay.
11. A reply to the complaint will be given in writing by conventional post to the correspondence address specified by the complainant in the complaint. At the request of the complainant, the reply may be sent by e-mail.
12. The complainant has the right to appeal against the reply to the complaint by submitting a request for re-examination, either in writing or by electronic means, within 30 days of the receipt of the response, to the Director of the Insurer's Branch Office. The reply to the appeal shall be given in writing without delay, within no more than 30 days of the date of receipt, and it shall be sent by conventional post or in accordance with sec. 11 of this paragraph.
13. A natural person making a complaint, who is either the Insured or the Beneficiary under the Group Insurance Contract, may - if their claims are not recognised in accordance with the aforesaid complaint examination procedure - file a request for a review of the case to the Financial Ombudsman.
14. A natural person making a complaint, who is either the Insured or the Beneficiary under the Group Insurance Contract, may - if their claims are not recognised in accordance with the aforesaid complaint examination procedure - make a request to the Financial Ombudsman to initiate an out-of-court dispute resolution procedure between a customer and a financial market institution as defined in the Act of 5 August 2015 on the Examination of Complaints by Financial Market Institutions, the Financial Ombudsman and the Financial Education Fund. The Financial Ombudsman is authorised to conduct out-of-court consumer dispute resolution procedures, as referred to in the Act of 23 September 2016 on Out-of-court Settlement of Consumer Disputes. For details, please visit www.rf.gov.pl.

Biuro Rzecznika Finansowego
(Office of the Financial Ombudsman)
ul. Nowogrodzka 47A
00-695 Warsaw
Tel. +48 22 333-73-26 – Reception desk
+48 22 333-73-27 – Reception desk

Fax +48 22 333-73-29

www.rf.gov.pl

15. Any matters not regulated herein shall be governed by the provisions of the Polish Civil Code, the Insurance and Reinsurance Activity Act and the generally applicable legislation relevant to the Group Insurance Contract.
16. The GTC shall be governed by and construed in accordance with the laws of Poland.
17. The language used in the relationships between the Insurer, the Policyholder, the Insured, the Beneficiary under the Group Insurance Contract or their heirs shall be Polish. Presentation of medical records in the English language or in the official language of the country where the Insured Event occurred is acceptable.
18. Disputes arising out of the Group Insurance Contract may be resolved by way of court proceedings by filing a lawsuit with a common court. The Insurer should be the defendant.
19. A lawsuit concerning a claim arising from the Group Insurance Contract may be filed either in a common court of general jurisdiction or in a court competent for the place of residence or establishment of the Policyholder, Insured or Beneficiary under the Group Insurance Contract.
20. A lawsuit concerning a claim arising from the Group Insurance Contract may be filed either in a common court of general jurisdiction or in a court competent for the place of residence or establishment of the heir of the Insured or of the heir of the Beneficiary under the Group Insurance Contract.
21. The Insurer shall reimburse the Insured or a person who has contacted the Insurer on behalf of the Insured for the cost of telephone calls made in connection with the occurrence of an Insured Event. The cost will be reimbursed on the basis of a printout of a detailed billing confirming the calls made to the Insurer. The reimbursement shall be paid in the currency of the Insured's Country of Residence and it shall be calculated as the PLN equivalent of amounts in foreign currencies, documented by means of a detailed billing, translated into the currency of the Insured's Country of Residence using the exchange rate published by the National Bank of Poland in Table A of average exchange rates of foreign currencies on the day of payment.
22. In the event of any disputes concerning contractual obligations arising from contracts made by means of a website or other electronic means between AWP P&C S.A. Oddział w Polsce and consumers, the ODR platform for online dispute resolution can be used. For that purpose, the consumer needs to complete the electronic complaint form available at <http://ec.europa.eu/consumers/odr/>.
23. The Insurer will not provide insurance cover or be required to pay damages or provide a financial benefit within the scope of cover provided if the payment of compensation or other financial benefits may expose the Insurer to any sanctions, prohibitions or restrictions imposed by United Nations resolutions or any commercial or economic laws or regulations of the European Union, laws of the United Kingdom, laws of Poland or laws of the United States of America.

24. These General Terms and Conditions of International Travel Insurance for Key Customers of the LUX MED Group have been approved by the resolution of the Insurer No.

010/2023 of 29 May 2023 and they enter into force on 1 September 2023.

Appendix No. 1 to GTC

„Matrix of Permanent Health Impairment Percentages Resulting from Personal Accidents”

Approved by the resolution of the Board of AWP P&C S.A. Branch in Poland No. U/022/2020 dated 08 July 2020.

A. HEAD DAMAGE

1. Damage to scalp (without damage to bones):	Percentage of impairment
a) Substantial, extensive (over 5 cm long), disfiguring, cicatricial scars - depending on the size, visibility, scar tenderness etc.	1-10
Loss of hairy skin - scalping (depending on the area):	
b) less than 25 percent of hairy skin area	1-10
c) between 25% and 75% of hairy skin area	11-20
d) more than 75 percent of hairy skin area	21-30
NB: In the case of successful scalp replantation or replenishment of hairy skin loss with a skin graft and restoration of one's own hair, evaluation according to item 1 a applies.	
2. Damage to the calvaria and skull base, depending on the extent of herniation and fragmentation	1-10
3. Defects in bones of the calvaria with a total area of - depending on the size:	
a) less than 10 cm ²	1-10
b) 10 to 50 cm ²	11-15
c) more than 50 cm ²	16-25
NB: - If the bone defect has been filled with a successful plastic surgery, the degree of permanent health impairment evaluated as per the above rule shall be reduced by a half. - If damage to and defects of the bones of the skull (items 2 and 3) are accompanied by damage to scalp (item 1), the degree of impairment shall be evaluated separately for bone damage or defects according to items 2 or 3 and for damage to scalp according to item 1.	
4. Permanent and persistent complications accompanying the damage listed in items 1, 2, 3 in the form of: recurrent rhinorrhoea or otorrhea, chronic osteomyelitis, subgaleal abscess - shall be evaluated additionally - depending on the type and extent of complications	1-15
5. Paralysis and paresis of cerebral origin (taking into account the Lovett or Ashworth scale respectively):	
a) hemiplegia, paraplegia precluding standing and walking on one's own (0-1° on Lovett scale or 5° on Ashworth scale)	100
b) severe hemiparesis or paraparesis substantially impairing the function of limbs (2° to 3° on Lovett scale or 4°-3° on Ashworth scale)	60-80
c) moderate hemiparesis or paraparesis (3°-4° on Lovett scale or 3°-2° on Ashworth scale)	40-60
d) mild (slight, discrete) hemiparesis or paraparesis (4° or 4/5° on Lovett scale or 2-1°, 1° on Ashworth scale), discrete strength deficit with the presence of muscle tone disorders, imprecise movements etc.	5-40
e) paralysis of an upper limb (0-1° on Lovett scale or 5° on Ashworth scale) with paresis of a lower limb (3-4° on Lovett scale or 3-2° on Ashworth scale):	
-right	70-90
-left	60-80
f) paresis of an upper limb (3-4° on Lovett scale or 3-2° on Ashworth scale) with paralysis of a lower limb (0-1° on Lovett scale or 5° on Ashworth scale):	
-right	70-90
-left	60-80
g) monoparesis of CNS origin in an upper limb (0-1° on Lovett scale or 5° on Ashworth scale):	

-right	50-60
-left	40-50
h) monoparesis of CNS origin in an upper limb (2-2/3° on Lovett scale or 4-3° on Ashworth scale):	
-right	30-50
-left	20-40
i) monoparesis of CNS origin in an upper limb (3-4° on Lovett scale or 3-2° on Ashworth scale):	
-right	10-30
-left	5-20
j) monoparesis of CNS origin in a lower limb (0-1° on Lovett scale or 5° on Ashworth scale):	
k) monoparesis of CNS origin in a lower limb (2-2/3° on Lovett scale or 4-3° on Ashworth scale)	
l) monoparesis of CNS origin in a lower limb (3-3/4° on Lovett scale or 3-2° on Ashworth scale):	
m) monoparesis of CNS origin in a lower limb (4-4/5° on Lovett scale or 2/1.1° on Ashworth scale):	
NB: - In the event of co-existing speech disorders of CNS origin - to be additionally evaluated according to item 11, bearing in mind that the total health impairment caused by brain damage must not exceed 100 %. - In the event of a difference in the intensity of paresis between lower limbs - to be evaluated according to items 5 j to 5 m for each limb separately.	
LOVETT SCALE	
0° – no evidence of contractility - no muscle strength	
1° – evidence of slight contractility - 5% of normal muscle strength	
2° – visible contractility and ability to move with assistance and gravity eliminated - 20% of normal muscle strength	
3° – ability to move actively and independently with gravity - 50% of normal muscle strength	
4° – ability to move actively with some resistance - 80% of normal muscle strength	
5° – normal strength, i.e. ability to move actively against full resistance - 100% of normal muscle strength	
ASHWORTH SCALE	
1 – no increase in muscle tone	
2 – slight increase in tone giving a catch when the limb is moved in flexion or extension	
3 – more marked increase in tone but limb easily flexed	
4 – considerable increase in tone - passive movement is difficult	
5 – limb rigid in flexion or extension	
6. Extrapyramidal symptoms:	
a) permanent extrapyramidal symptoms which significantly impair the function of the body and require third party care	100
b) severe extrapyramidal symptoms which impair the function of the body and self-reliance but do not require third party care	41-70
c) moderate extrapyramidal symptoms which impair the function of the body and self-reliance but do not require third party care	21-40
d) mild extrapyramidal symptoms which impair the function of the body and self-reliance but do not require third party care	11-20
e) marked extrapyramidal symptoms	5-10
7. Impairment of balance and motor function (ataxia, dysmetria) of central origin cerebellar syndromes:	
a) resulting in inability to walk or function independently	100
b) severely impairing ability to walk and mobility	41-80
c) moderately impairing ability to walk and mobility	11-40
d) slightly impairing ability to walk and mobility, discrete impairment of coordination and precision of movement	1-10
8. Epilepsy (treated) as an isolated consequence of brain damage:	
a) epilepsy with mental disorders, character disorders, dementia resulting in inability to live independently	71-100
b) epilepsy with infrequent seizures but with dementia severely impairing the ability to function independently	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 seizures per month	21-30
e) epilepsy with generalised seizures - 2 or less seizures per month	11-20
f) epilepsy with seizures of various morphologies - without loss of consciousness	1-10
NB:	

The diagnosis of epilepsy is based on: recurrent epileptic seizures, typical EEG changes, outpatient or hospital records confirming the diagnosis. The diagnosis should be confirmed by a neurologist or psychiatrist. Suspected epilepsy is not sufficient to determine health impairment due to epilepsy. CAT and NMR scanning is recommended to rule out non-traumatic causes.	
9. Neurological and mental disorders caused by organic brain damage (encephalopathies) – excluded from the Insurance Company's liability under the General Terms and Conditions of the Insurance Contract	
10. Adjustment disorders, neuroses, so-called cerebraesthesia and other permanent subjective complaints resulting from craniocerebral injuries - excluded from the Insurance Company's liability under the General Terms and Conditions of the Insurance Contract	
11. Speech disorders	
a) total aphasia (sensory or sensory and motor) with agraphia and alexia	100
b) total motor aphasia	60
c) aphasia significantly impairing communication	41-59
d) aphasia moderately and slightly impairing communication	21-40
e) slight aphasia, anomia, discrete speech disorders, dysphasia	10-20
12. Post-traumatic hypothalamic syndromes and other permanent endocrine disorders of confirmed central origin (diabetes insipidus, diabetes mellitus, hyperthyroidism etc.):	
a) severely impairing body function	31-50
b) slightly impairing body function	20-30
13. Partial or total damage to nerves controlling the movement of the eye (oculomotor, trochlear, abducens nerve):	
a) with double vision, ptosis and accommodative disorders	21-30
b) with double vision and ptosis	11-20
c) with double vision but without ptosis	5-10
d) accommodative disorders or other dysfunctions of intraocular muscles	1-10
14. Partial or total damage to the trigeminal nerve - depending on the severity of damage:	
a) sensory (including post-traumatic neuralgia)	1-10
b) motor	1-10
c) sensory and motor	2-20
15. Damage to the facial nerve:	
a) total peripheral with incomplete lid closure	20
b) partial peripheral depending on the severity of symptoms	3-19
c) isolated central damage	2-10
NB:	
- Co-existence of damage to the facial nerve and petrous bone fracture shall be evaluated according to item 49.	
- Central damage to the facial nerve co-existing with other symptoms of brain damage shall be evaluated according to item 5.	
16. Permanent partial or total damage to the glossopharyngeal and vagus nerves – depending on the severity of speech, swallowing, breathing, circulation and gastrointestinal function disorders:	
a) severe	26-50
b) moderate	11-25
c) mild	5-10
17. Partial or total damage to the accessory nerve - depending on the severity of damage	3-15
18. Partial or total damage to the hypoglossal nerve - depending on the severity of damage	5-20
NB:	
If cranial nerve damage is accompanied by other brain damage - to be evaluated according to item 5.	

B. FACIAL TRAUMA

19. Damage to soft tissues of the face (scars and defects):	
a) disfigurement - visible, disfiguring and large (above 2 cm in length or with an area of more than 1.5 cm ²) scars and defects without dysfunctions - depending on the size of scars and defects to soft tissues of the face	1-10

b) disfigurement with mild dysfunctions - depending on the size of scars and defects to soft tissues of the face and degree of dysfunction after optimal correction	5-25
c) disfigurement with severe dysfunctions (summing up the score for disfigurement and the score for individual dysfunctions - eating, breathing, speech, eyelid function disorders etc.) – depending on the size of scars and defects to soft tissues of the face and degree of dysfunction after optimal correction	26-60
d) scars from burns above IIA degree - per 1% TBSA (total body surface area)	5
NB: - If the scars involve the nose - to be evaluated in aggregate according to item 20. - If the damage covered by item 19 includes damage to the nose - to be evaluated according to item 19.	
20. Damage to the nose (including nasal bone and nasal septal fractures, damage to nasal cartilage damage, soft tissue nasal defects):	
a) visible disfiguring nasal deformity, persisting despite correction, without breathing and smell disorders - depending on the severity of damage	1-5
b) damage to the nasal skeleton with breathing disorders persisting despite correction - depending on the extent of damage and severity of breathing disorders	6-15
c) damage to the nasal skeleton with breathing and smell disorders persisting despite correction - depending on the severity of breathing and smell disorders	10-19
d) loss or disorder of smell as a result of damage to anterior cranial fossa	2-5
e) loss of a substantial part of nose or entire nose (including nasal bones)	21-30
NB: Loss of smell should be confirmed by objective testing.	
21. Loss of teeth - irrespective of prosthetic replacements:	
a) permanent incisors and canines - per tooth:	
I. partial loss of crown (less than 1/2 of the crown)	0,5
II. total loss of crown, root spared (at least 1/2 of the crown)	1
III. total loss of tooth incl. root	2
b) other teeth - per tooth::	
I. loss of crown (at least 1/2 of the crown)	0,5
II. total loss of tooth incl. root	1
c) loss of deciduous tooth	0,5
NB: If loss of teeth is accompanied by loss of maxilla or mandible - to be evaluated according to item 23.	
22. Fractures of bones of the orbit, bones of the maxilla, zygomatic bone, depending on malunion, permanent deformations, malocclusion, chewing impairment, disturbances of sensation:	
a) mild	1-5
b) severe	6-10
NB: - In the case of an orbital trauma with double vision and without visual acuity impairment – to be evaluated additionally according to item 13c, and with visual acuity impairment according to the table for item 27a. - In the case of large neurological deficits involving facial innervation - to be evaluated additionally according to the item relevant for the nerve concerned. - If facial bone damage is accompanied by disfigurement - to be evaluated only according to item 19. - In the case of a fracture of the mandible with other facial bones - the consequences of mandible damage are to be evaluated separately from the fractures of other facial bones - additionally according to item 24.	
23. Loss of the maxilla or mandible combined with disfigurement and loss of teeth - depending on the extent of defects, disfigurement and complications:	
a) partial	10-35
b) total	36-50
24. Healed mandibular fractures with displacement of fracture fragments:	
a) without a dysfunction of the temporomandibular joint - depending on the severity of deformity and jaw opening	1-5
b) with a dysfunction of the temporomandibular joint - depending on the severity of chewing disorders and jaw opening	6-10
25. Defect of the palate	

a) without swallowing disorders	5-10
b) with speech and swallowing disorders - depending on the severity of disorders	11-25
c) with severe speech and swallowing disorders - depending on the severity of disorders	26-40
26. Tongue defects and injuries - depending on the extent of defects, deformity, speech disorders and swallowing difficulties	
a) defects of the tongue - minor defects without speech disorders	1-3
b) moderate defects and deformities of the tongue impairing alimentation and speech to the extent causing slight communication difficulties, depending on the extent	4-15
c) severe defects and deformities of the tongue impairing alimentation and speech to the extent causing moderate and severe communication difficulties, depending on the extent	16-40
d) total loss of the tongue	50

C. DAMAGE TO THE EYE

NB: - Visual acuity is always determined after optimal correction with lenses, both in the case of corneal or lens opacity and in the case of co-existent retinal or optic nerve damage. - Final score must be reduced by any potential earlier impairment of visual acuity.	
27. Low vision or loss of one or both eyes:	
a) in the case of low vision or loss of vision in one or both eyes, permanent impairment is evaluated according to the Table (table for item 27 a)	
b) loss of vision in one eye with parallel enucleation of the eyeball	40
NB: - The impairment value in item 27 b includes disfigurement associated with the enucleation of the eyeball. - In the case of permanent double vision without visual acuity impairment - to be evaluated according to item 13 c.	
28. Cycloplegia (accommodation paralysis) without visual acuity impairment after correction:	
a) one eye	15
b) both eyes	30
29. Blunt eyeball trauma:	
a) with visual acuity impairment - according to the table for item 27 a	
b) with a visible aesthetic defect or deformation in the eyeball - depending on the extent, additionally	1-5
30. Penetrating eyeball trauma:	
a) with visual acuity impairment - according to the table for item 27 a	
b) with a visible aesthetic defect or deformation in the eyeball - depending on the extent, additionally	1-5
31. Eyeball damage resulting from chemical, thermal, electromagnetic and electrical injuries:	
a) depending on visual acuity impairment - according to the table for item 27 a	
b) with a visible aesthetic defect or deformation in the eyeball - depending on the extent, additionally	1-5

Table for item 27a

Visual acuity in 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 in the left eye	Permanent impairment percentage										
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. Tunnel vision shall be evaluated according to the following Table::

Table for item 32

Narrowing to	Unaffected visual field in the other eye	In both eyes	Other eye blind
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%
less than 10°	26–35%	91–95%	96–100%

33. Hemianopsia and other partial loss of sight:

a) bitemporal	60
b) binasal	30
c) homonymous	30
d) other visual field deficits (monocular)	15
34. Post-traumatic aphakia without co-existing visual acuity impairment after optimal correction:	
a) in one eye	15
b) in both eyes	30

NB:

In the event of co-existent visual acuity impairments that cannot be corrected, they shall be evaluated additionally according to the Table for item 27 a with a limit of 35% for one eye and 100% for both eyes.

35. Post-traumatic pseudophakia (removal of eye lens as a result of a trauma and intraocular implantation of artificial lens) with co-existent visual acuity impairments that cannot be corrected:

a) in one eye - according to the Table for item 27 a within the limits of	15-35
b) in both eyes - according to the Table for item 27 a within the limits of	30-100

36. Obstruction of the nasolacrimal duct (lacrimation), after corrective surgery – depending on the severity and intensity of symptoms:

a) in one eye	5-10
b) in both eyes	10-15

37. Retinal detachment in one eye - post-traumatic - to be evaluated according to the Table for item 27 a and the Table for item 32 and/or item 33 d, not less than:

NB: Traumatic retinal detachment in one eye is recognised if it follows an eye or head trauma (deducting pre-existing permanent impairment). Retinal detachments without confirmed eye or head trauma (after exertion, lifting, bending, jumping etc.) are not recognised as post-traumatic detachments.	3
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38. Glaucoma - secondary post-traumatic, after a confirmed eye or head trauma

NB: In the event of visual acuity impairment - evaluation according to the Table for item 27 a and, in the event of tunnel vision - evaluation according to the Table for item 32, provided that the overall percentage of permanent health impairment must not exceed 35% for one eye and 100% for both eyes.	3
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39. Pulsatile proptosis - depending on the severity:

a) unilateral	35
b) bilateral	100

40. Post-traumatic glaucoma - please evaluate according to the Table for item 27 a, after completed treatment and optimal correction.	
41. Chronic conjunctivitis in connection with eye trauma:	
a) minor lesions	1-5
b) major lesions, conjunctival and corneal scars, adhesion of eyelids	6-10
NB: - The total health impairment determined due to damage of individual eye structures must not exceed the value of impairment recognised for total loss of vision in one eye (35%) or both eyes (100%). - If an injury to eyelids or tissues of the orbit is comprised in damage to other facial parts, please evaluate according to items 19 and 22, supplementing the evaluation with item 27 a.	

D. DAMAGE TO THE EAR

42. Impairment of hearing acuity.	
For impairments of hearing acuity, permanent impairment shall be evaluated according to the following Table:	

Table for item 42

Calculation of health impairment percentage due to hearing loss according to Roser scale (modified)				
Right ear \ Left ear	0–25 dB	26–40 dB	41–70 dB	Pow. 70 dB
0–25 dB	0	5%	10%	20%
26–40 dB	5%	15%	20%	30%
41–70 dB	10%	20%	30%	40%
> 70 dB	20%	30%	40%	50%
NB: The average shall be calculated separately for the right ear and left ear, considering the values for 500, 1,000 and 2,000 Hz. If the difference between the values for 500 Hz and 2,000 Hz exceeds 40 dB, hearing loss shall be calculated as the average of the four thresholds: 500, 1,000, 2,000 and 4,000 Hz. If the difference between the values for 500 Hz and 2,000 Hz exceeds 40 dB, but the threshold of hearing for 4,000 Hz is better than for 2,000 Hz, hearing loss shall be calculated as the average of the three thresholds: 500, 1,000, 4,000 Hz..				
43. Auricle injuries:				
a) auricle deformities (scars, burns and frostbites) or partial loss of the auricle - depending on the severity of damage				
b) total loss of one auricle				
c) total loss of both auricles				
44. Stenosis or obliteration of external auditory canal - unilateral or bilateral, with low or muffled hearing - please evaluate according to the Table for item 42				
45. Chronic suppurative otitis media in connection with a trauma:				
a) unilateral				
b) bilateral				
46. Post-traumatic chronic suppurative otitis media complicated by cholesteatoma, osteomyelitis or other pathologies - depending on the severity of complication:				
a) unilateral				
b) bilateral				
47. Damage to the middle ear, eardrum, ossicles, temporal bone - please evaluate according to the Table for item 42				
48. Damage to the inner ear:				
a) with damage to the hearing part - please evaluate according to the table for item 42				
b) with damage to the static part (dizziness, nausea, minor balance issues)				

c) with damage to the static part (dizziness, nausea, vomiting, balance issues impairing mobility)	21-50
d) with damage to the hearing and static parts - depending on the severity of damage – please evaluate in aggregate according to items 48 a and 48 b or 48 a and 48 c.	
49. Damage to the facial nerve combined with petrous bone fracture:	
a) unilateral - depending on the severity of damage	5-25
b) bilateral	10-50

E. DAMAGE TO THE NECK, LARYNX, TRACHEA AND OESOPHAGUS

50. Damage to the pharynx with dysfunctions	5-10
51. Laryngeal damage or stenosis, damage to laryngeal nerves not requiring a tracheal tube - depending on the severity of damage:	
a) slight intermittent dyspnoea, hoarse voice	5-10
b) stridor, dyspnoea on moderate exertion, choking, depending on the intensity of symptoms	11-30
52. Damage to the larynx requiring a permanent tracheal tube:	
a) with voice disorders - depending on the severity	30-59
b) with aphonia	60
53. Damage to the trachea with narrowing of the tracheal lumen - depending on the severity of stenosis:	
a) without respiratory failure	1-10
b) with dyspnoea on exertion	11-20
c) with dyspnoea during walking on the level requiring periodical stops for breath	21-40
d) with dyspnoea at rest - large stenosis, persisting after correction, confirmed by bronchoscopy	41-60
54. Damage to the oesophagus:	
a) with permanent stenosis, no alimentation problems	1-5
b) with partial alimentation problems - depending on the severity of compromise of nutritional status, not requiring reconstructive surgeries	6-20
c) with major patency issues, alimentation problems, requiring reconstructive surgeries - depending on the severity of compromise of nutritional status	21-50
d) complications following oesophageal damage and reconstructive surgeries, anastomosis strictures, permanent fistulas etc. - evaluation according to item 54c, increasing the degree of impairment depending on the severity of complications by	10-30
55. Damage to soft tissues of the skin, muscles - depending on scars, mobility of the neck, head alignment:	
a) skin scars, extensive (over 5 cm long), visible, disfiguring, not impairing neck mobility - depending on the size, visibility, scar tenderness	1-5
b) lesions permanently impairing neck mobility to a slight and moderate degree - up to 50% of the range of motion	6-15
c) lesions substantially impairing neck mobility - more than 50% of the range of motion, with misalignment of the head	16-30
d) scars from burns above IIA degree - per 1% TBSA (total body surface area)	2
NB: Soft tissue injury combined with cervical spine injury - please evaluate according to item 89.	

F. CHEST INJURIES AND THEIR CONSEQUENCES

56. Injuries to the soft tissue of the chest and back - depending on the severity of deformity, the extent of scars, muscle loss and the severity of respiratory impairment:	
a) visible deformities, skin defects and scars, extensive (above 5 cm in length), visible, disfiguring, not impairing chest mobility	1-5
b) minor loss of chest mobility - scars, muscle defects with slight respiratory impairment	6-10
c) moderate loss of chest mobility - scars, muscle defects with moderate respiratory impairment	11-25
d) severe loss of chest mobility, extensive cicatricial scars, major muscle defects with severe respiratory impairment	26-40
e) scars from burns above IIA degree - per 3% TBSA (total body surface area)	1
NB: Severities of respiratory impairment are provided in the note below item 62.	
57. Damage to or loss of a nipple in women (for men: evaluate according to item 56):	

a) scars or partial loss of a nipple, depending on the extent of scars	1-5
b) significant or total loss of a nipple - above 50 years of age	6-10
c) significant or total loss of a nipple - up to 50 years of age	11-15
d) partial damage to a nipple or partial loss of a nipple, depending on the extent of the defect, up to 50 years of age	5-15
e) partial damage to a nipple or partial loss of a nipple, depending on the extent of the defect, above 50 years of age	1-10
f) total loss of a nipple - up to 50 years of age	16-20
g) total loss of a nipple - above 50 years of age	10-15
h) loss of a nipple with a part of the pectoral muscle - please evaluate according to the above items, adding, depending on the severity of deformity, dysfunction of the chest and upper limb	1-10
58. Fractures of (at least two) ribs:	
a) with the presence of deformities and without respiratory impairment	1-5
b) with minor loss of chest mobility - with slight respiratory impairment	6-10
c) with moderate loss of chest mobility - with moderate respiratory impairment	11-25
d) with severe loss of chest mobility, with severe respiratory impairment	26-40
NB: Severities of respiratory impairment are provided in the note below item 62.	
59. Sternal fracture:	
a) without deformities, with confirmed chronic pain syndrome	1-3
b) with malunion, depending on the severity of deformities and complaints	4-10
60. Rib or sternal fractures complicated by chronic osteomyelitis, presence of foreign bodies (other than foreign bodies associated with surgical techniques), fistulas - shall be evaluated according to item 58 or 59, increasing the degree of impairment - depending on the severity of complications and dysfunctions by:	1-15
61. Damage to the lungs and pleura (pleural adhesions, lung tissue damage, lung tissue loss, foreign bodies etc.):	
a) damage to the lungs and pleura without signs of respiratory failure	1-5
b) with symptoms of mild 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, lung abscess – please evaluate according to item 61, increasing the degree of impairment - depending on the severity of complications by:	10-20
NB: NB: When evaluating according to items 56, 58, 60, 61 and 62, with the exception of an x-ray, damage to lung tissue and severity of respiratory failure must be confirmed by spirometry and/or ABG testing. Where the consequences of chest injuries are evaluated according to several items in the Table and they are accompanied by respiratory failure, permanent health impairment resulting from the severity of respiratory failure is only determined on the basis of one of items 56, 58 or 61, adopting the category corresponding to the determined severity of respiratory failure. The remaining items are to be evaluated as if there were no respiratory impairment..	
SEVERITY OF RESPIRATORY IMPAIRMENT: - mild respiratory impairment - VC 70-80%, FEV1 70-80%, FEV1%VC - 70-80% - relative to prognostic values, - moderate respiratory impairment - VC 50-70%, FEV1 50-70%, FEV1%VC 50-70% - relative to prognostic values, - severe respiratory impairment - VC below 50%, FEV1 below 50%, FEV1%VC below 50% relative to prognostic values.	
63. Cardiac or pericardial damage:	
a) post-surgical, good cardiovascular capacity, EF above 55%, MET score above 10, without contractility impairment	5
b) NYHA class I, EF 50%-55%, MET score above 10, mild contractility impairment	6-15
c) NYHA class II, EF 45%-55%, MET score 7-10, moderate contractility impairment	16-25
d) NYHA class III, EF 35%-45%, MET score 5-7, elevated contractility impairment	26-55
e) NYHA class IV, EF <35%, MET score below 5, severe contractility impairment	56-90
NB: The degree of cardiovascular capacity shall be evaluated on the basis of a clinical examination, cardiac imaging tests and / or exercise ECG tests. When allocating the consequences to individual items, at least two of the following criteria must be met: NYHA classification, EF, MET and contractility impairment.	

THE NYHA CLASSIFICATION (NEW YORK HEART ASSOCIATION FUNCTIONAL CLASSIFICATION) INCLUDES THE FOLLOWING HEART FAILURE CLASSES:

Class I	Patients with cardiac disease but without resulting in limitation of physical activity. Ordinary physical activity does not cause undue fatigue, palpitation (rapid or pounding heart beat), dyspnoea (shortness of breath), or anginal pain (chest pain).
Class II	Patients with cardiac disease resulting in slight limitation of physical activity. They are comfortable at rest. Ordinary physical activity results in fatigue, palpitation, dyspnoea, or anginal pain.
Class III	Patients with cardiac disease resulting in marked limitation of physical activity. They are comfortable at rest. Less than ordinary activity causes fatigue, palpitation, dyspnoea, or anginal pain.
Class IV	Patients with cardiac disease resulting in the inability to carry on any physical activity without discomfort. Symptoms of heart failure or the anginal syndrome may be present even at rest. If any physical activity is undertaken, discomfort is increased.
DEFINITION OF EF - LEFT VENTRICULAR EJECTION FRACTION:	
Left ventricular ejection fraction – amount of blood being pumped out of the left ventricle into circulation each time the heart contracts. The ejection fraction is usually expressed as a percentage, as the volume of blood pumped during contraction from the left ventricle divided by the total volume of the left ventricle. The ejection fraction allows to assess the cardiac contractile function and is an indicator of cardiac health.	
DEFINITION OF THE METABOLIC EQUIVALENT OF TASK (MET) USED IN THE EVALUATION OF EXERCISE TOLERANCE TESTS:	
MET (metabolic equivalent of task, representing the amount of oxygen consumed at rest, approximately 3.5 mL of oxygen consumed per kilogram of body weight per minute) is obtained by dividing the volume of oxygen (in mL/min) by body weight in kilograms multiplied by 3.5. 3.5 is taken as the value representing oxygen consumption at rest and is expressed in mL of oxygen per kilogram of body weight per minute	
64. Diaphragmatic injuries - diaphragmatic rupture, diaphragmatic hernias - depending on the severity of gastrointestinal, respiratory and cardiovascular dysfunction:	
a) without dysfunctions, after surgery	1-5
b) mild dysfunctions	6-10
c) moderate dysfunctions	11-20
d) severe dysfunctions	21-40

G. ABDOMINAL INJURIES AND THEIR CONSEQUENCES

65. Damage to the abdominal wall (traumatic herniation, fistulas, scars etc.) in the lumbar and sacral area - depending on the nature of scars, defects, location and size of damage:	
a) visible deformities, skin defects and scars, extensive (above 5 cm in length), disfiguring	1-5
b) lining damage and muscle defects, traumatic herniation persisting after correction	6-15
c) scars from burns above IIA degree - per 3% TBSA (total body surface area)	1
NB: Traumatic hernias are understood exclusively as herniation due to post-traumatic damage to the abdominal wall (such as rupture of abdominal wall muscles). Inguinal hernias, umbilical hernias etc. and all hernias which become visible after exertion, lifting etc. are not regarded as traumatic hernias.	
66. Damage to the stomach, intestines, omentum, mesentery:	
a) after surgery, without gastrointestinal dysfunctions	1-5
b) with mild dysfunctions and adequate nutritional status	6-10
c) with digestive disorders and poor nutritional status - depending on the severity of disorders and nutritional status	11-40
d) with digestive disorders and poor nutritional status - parenteral nutrition only	50
67. Permanent enterocutaneous and faecal fistulas, artificial anus - depending on the possibility of providing the patient with ostomy supplies and local complications::	
a) small intestine	30-80
b) large intestine	20-50
68. Injury to large blood vessels of the abdominal cavity and pelvis not impairing the functions of other organs depending on the extent of vessel damage::	
	1-10
NB: For the purposes of this Table, large blood vessels of the abdominal cavity are understood as abdominal aorta, common iliac arteries, internal and external iliac arteries.	
69. Anus and anal sphincter damage:	

a) scars, strictures, minor complaints	1-5
b) resulting in permanent and total faecal and gas incontinence	60
70. Rectal damage:	
a) full-thickness injury - minor complaints, no dysfunctions	1-5
b) mucosal prolapse	6-10
c) rectal prolapse, depending on the severity of prolapse, persisting after surgery	11-30
71. Damage to the spleen:	
a) treated conservatively (haematoma, splenic rupture - confirmed by an imaging test)	2
b) treated surgically preserving the spleen	5
c) loss in individuals above 18 years of age	15
d) loss in individuals under 18 years of age	20
72. Damage to the liver and bile ducts, gallbladder or pancreas - depending on complications and dysfunctions:	
a) without dysfunctions, post-traumatic loss of gallbladder	1-5
b) class A hepatic impairment on Child-Pugh scale, mild impairment of exocrine function of the pancreas, or partial loss of the organ	6-15
c) class B hepatic impairment on Child-Pugh scale, moderate impairment of exocrine and endocrine function of the pancreas, or loss of a substantial part of the organ	16-40
d) class C hepatic impairment on Child-Pugh scale, severe impairment of exocrine and endocrine function of the pancreas	41-60
NB: A pancreatic fistula should be evaluated according to the amount of leakage, the severity of exocrine function and secondary changes in the abdominal wall according to item 72 b or 72 c or 72 d. A biliary fistula should be evaluated according to the amount of leakage and secondary changes in the abdominal wall according to item 72 b or 72 c or 72 d. A biliary stricture should be evaluated according to the frequency of recurrences of cholangitis and secondary changes in the liver according to item 72 b or 72 c or 72 d.	

CHILD-PUGH CLASSIFICATION - relative to prognostic values

Parameter	Score		
	1	2	3
Serum albumin (g/dL)	>3,5	2,8-3,5	<2,8
Serum bilirubin (pmol/L)	<25	25-40	>40
Prothrombin time, prolongation (s)	<4	4-6	>6
Ascites	None	Slight	Severe
Aggravation of encephalopathy	None	I- II°	III-IV°

GROUP A - score 5-6, GROUP B - score 7-9, GROUP C - score 10-15

H. DAMAGE TO GENITOURINARY ORGANS

73. Damage to one kidney or both kidneys resulting in functional impairment - depending on the severity of functional impairment:	10-25
74. Loss of one kidney, the other kidney being healthy and normally functioning:	30
75. Loss of one kidney and impaired function of the other kidney - depending on the severity of functional impairment of the other kidney:	35-75
76. Ureteral damage resulting in ureteral stricture:	
a) not resulting in dysfunctions	1-5
b) not resulting in dysfunctions	6-20
77. Bladder damage - evaluation after obtaining an optimal therapeutic effect - depending on the severity of reduction of bladder capacity, disorders of micturition, chronic inflammation	
a) after surgery, without dysfunctions	3-5

b) after surgery, without dysfunctions	6-15
c) after surgery, without dysfunctions	16-30
78. Fistulas of the upper urinary tract, bladder and urethra, persisting after surgery:	
a) moderately affecting the quality of life (depending on the possibility and method of treatment of the fistula and other secondary disorders)	10-25
b) severely affecting the quality of life (depending on the possibility and method of treatment of the fistula and other secondary disorders)	26-50
79. Urethral stricture:	
a) resulting in micturition problems	5-15
b) with urinary incontinence or retention	16-40
c) with complicated urinary incontinence or retention	41-60
NB: The severity of micturition disorders should be confirmed by urodynamic testing.	
80. Loss of the penis:	40
81. Damage to or partial loss of the penis - depending on the severity of damage and dysfunction:	3-30
82. Damage to or loss of one testicle, ovary and other structures of the reproductive tract (not covered by other items in the table) - depending on the severity of damage and function impairment:	
a) damage up to 50 years of age	5-19
b) damage above 50 years of age	1-9
c) loss up to 50 years of age	20
d) loss above 50 years of age	10
83. Loss of both testicles or both ovaries:	
a) up to 50 years of age	40
b) above 50 years of age	20
84. Traumatic hydrocele:	
a) successfully treated surgically	2
b) depending on the severity of changes persisting after surgery	3-10
85. Loss of the uterus:	
a) up to 50 years of age	40
b) above 50 years of age	20
86. Traumatic damage to the perineum, scrotum, vulva, vagina, buttocks:	
a) extensive scars, defects, deformities	1-5
b) vaginal vault prolapse persisting after surgery	6-10
c) vaginal vault prolapse and pelvic organ prolapse persisting after surgery	30

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

The degree of permanent health impairment shall be determined no earlier than after 6 months	
87. Sudden poisoning with gases and chemicals - regarded as an accident:	
a) resulting in permanent mild and moderate functional impairment of organs or systems, which is not evaluated under separate items corresponding to the organ or system concerned	1-15
b) with permanent hematopoietic damage	16-25
NB: Permanent severe functional impairment of organs or systems - please evaluate according to items corresponding to the affected organ or system.	
88. Other consequences of poisoning and general consequences of exposure to chemical, physical and biological agents (electric shock, lightning strike) depending on the severity of damage resulting in permanent mild and moderate impairment of the	1-15

functions of organs or systems	
NB: - Permanent severe functional impairment of organs or systems - please evaluate according to items corresponding to the affected organ or system. - If it has been confirmed that the poisoning is a result of an accident - visual and hearing impairment is to be evaluated according to the corresponding Tables for items 27 a, 32, 42. - Localised consequences of exposures to chemical, physical and biological agents are to be evaluated according to the items corresponding to the affected area of the body.	

J. DAMAGE TO THE SPINE, SPINAL CORD AND ITS CONSEQUENCES

89. Hyperextension-flexion damage to the cervical spine (whiplash injury)	
a) regional pain syndrome with mild loss of mobility	1-5
b) regional pain syndrome with severe loss of mobility	6-10
90. Osseous and ligamentous injury of the cervical spine confirmed by additional examinations (CT, MRI, functional X-ray):	
a) loss of mobility up to 25%	1-6
b) loss of mobility 26%-50%	7-14
c) loss of mobility 51%-75%	15-20
d) loss of mobility above 75%	21-29
e) stiffness in near-anatomical position	30
f) stiffness with a poor head position	45
g) instability (based on functional X-rays - evaluating displacement of adjacent vertebral bodies and/or rotation) is to be assessed according to item 90 a or 90 b or 90 c or 90 d, increasing the degree of permanent impairment to account for complications by spondylitis, presence of a foreign body etc., it is to be evaluated according to items 90 a or 90 b or 90 c or 90 d or 90 g	1-8
h) instability (based on functional X-rays - evaluating displacement of adjacent vertebral bodies and/or rotation) is to be assessed according to item 90 a or 90 b or 90 c or 90 d, increasing the degree of permanent impairment to account for complications by spondylitis, presence of a foreign body etc., it is to be evaluated according to items 90 a or 90 b or 90 c or 90 d or 90 g, increasing the degree of permanent impairment by:	5
NB: If radicular symptoms evaluated according to item 90 are present, additional evaluation according to item 95. If, however, the mobility of the cervical spine is limited only due to radicular pain syndrome, please evaluate only according to item 95. The overall degree of permanent traumatic impairment in the cervical spine must not exceed 45%.	
RANGES OF MOTION: flexion 50° , extension 60° , rotation 80° both sides, lateral flexion 45° both sides	
91. Osseous and ligamentous injury of the thoracic spine (Th1-Th11) confirmed by additional examinations (CT, MRI, X-ray)	
a) loss of mobility up to 50%	1-9
b) loss of mobility above 50%	10-19
c) stiffness in anatomical position	20
d) stiffness in poor position	21-30
e) spinal injuries complicated by spondylitis, presence of a foreign body etc. - to be evaluated according to items 91a-d, increasing the degree of permanent impairment by:	5
NB: If radicular symptoms evaluated according to item 91 are present, additional evaluation according to item 95. If, however, the mobility of the spine is limited only due to radicular pain syndrome, please evaluate only according to item 95. The overall degree of permanent traumatic impairment in the thoracic spine must not exceed 30%.	
RANGES OF MOBILITY: flexion 60° , rotation 30° both sides, Schober's test 10-11 cm (C7 to S1), of which 2-3 cm in the thoracic spine.	
92. Osseous and ligamentous injury of the thoracolumbar spine (Th12-L5) confirmed by additional examinations (CT, MRI, X-ray)	
a) loss of mobility up to 25%	1-6

b) loss of mobility 26%-50%	7-14
c) loss of mobility above 50%	15-29
d) stiffness in near-anatomical position	30
e) stiffness in poor position of the trunk	40
f) spinal injuries complicated by spondylitis, presence of a foreign body etc. - to be evaluated according to items 92a-e, increasing the degree of permanent impairment by:	5
NB: - If radicular symptoms evaluated according to item 92 are present, additional evaluation according to item 95. If, however, the mobility of the spine is limited only due to radicular pain syndrome, please evaluate only according to item 95. The overall degree of permanent traumatic impairment in the lumbar spine must not exceed 40%. - Pseudolisthesis (degenerative) and spondylolisthesis (due to spondylolysis) is not treated as a consequence of an accident.	
RANGES OF MOBILITY: flexion 60° , extension 25° , lateral flexion 25° both sides, Schober's test 10-11 cm (C7 to S1), of which 7-8 cm in the lumbar spine	
93. Isolated fractures of transverse, spinous processes - depending on the loss of spinal mobility, to be evaluated only according to items 90-92.	
94. Spinal cord injury evaluated on Lovett scale, or Ashworth scale, as appropriate:	
a) sensory difficulties, pain syndromes without paresis, depending on the severity of disorders	1-10
b) sphincter and genital disorders without paresis, conus medullaris syndrome and pyramidal symptoms without paresis, depending on the severity of disorders	5-30
c) mild paresis of the upper and/or lower limbs (4° on Lovett scale or 2° on Ashworth scale), Brown-Sequard syndrome resulting from damage to the spinal cord in cervical spine with limb paresis (4° on Lovett scale or 2° on Ashworth scale) or damage to the thoracic spine with lower limb paresis (3-4° on Lovett scale or 3-2° on Ashworth scale)	5-30
d) moderate paresis of the upper or lower limbs (3° on Lovett scale or 3° on Ashworth scale), Brown-Sequard syndrome resulting from damage to the spinal cord in cervical spine with limb paresis (3° on Lovett scale or 3° on Ashworth scale) or damage to the thoracic spine with lower limb paresis (0-2° on Lovett scale or 5-4° on Ashworth scale)	31-60
e) severe paresis of the upper or lower limbs (2° on Lovett scale or 4° on Ashworth scale), tetraparesis (3° on Lovett scale or 3° on Ashworth scale), Brown-Sequard syndrome resulting from hemisection of the spinal cord with limb paresis (2° on Lovett scale or 4° on Ashworth scale)	61-90
f) paralysis of the upper and/or lower limbs (0-1° on Lovett scale or 5° on Ashworth scale), severe tetraparesis (2° on Lovett scale or 4° on Ashworth scale), Brown-Sequard syndrome resulting from hemisection of the spinal cord with limb paralysis (0-1° on Lovett scale or 5° on Ashworth scale)	100
95. Traumatic radiculopathy - depending on the severity:	
a) mild cervical	1-5
b) severe cervical	6-15
c) thoracic	1-10
d) mild lumbo-sacral	1-5
e) severe lumbo-sacral	6-15
f) coccygeal	5
NB: The disorders determined in item 95 a-f must be confirmed by objective medical records reflecting the diagnostics and treatment of consequences of the accident. Mild disorders are to be understood as sensory difficulties, weak or absent reflexes, and severe disorders are to be understood as paresis and muscle atrophy.	

K. PELVIC DAMAGE

96. Permanent diastasis symphysis pubis and/or sacroiliac joint dislocation - depending on the degree of dislocation and gait abnormalities:	
a) permanent diastasis symphysis pubis, without symptoms in sacroiliac joints, without gait abnormalities	1-5
b) permanent diastasis symphysis pubis with symptoms in sacroiliac joints, with gait abnormalities	6-15
c) permanent mild sacroiliac joint dislocation, depending on the degree of gait abnormalities	1-10

d) permanent severe sacroiliac joint dislocation, depending on the degree of gait abnormalities	11-30
NB: If diastasis symphysis pubis is accompanied by pelvic fracture, please evaluate according to item 97 or 98.	
97. Pelvic fracture with pelvic ring disruption, one or more break points, depending on the deformity and gait abnormality:	
a) anterior unilateral (pubis - both rami, pubis and ischium bones)	1-10
b) anterior bilateral	5-15
c) anterior and posterior (Malgaigne fracture)	10-30
d) anterior and posterior bilateral	20-40
NB: Stable pelvic fractures, avulsion fractures are to be evaluated according to item 98.	
98. Isolated pelvic and sacral fractures without pelvic ring disruption:	
a) pelvic fracture with a single break point (e.g. fracture of one pubis ramus or ischial ramus), sacral fracture - without significant deformity and with mild functional impairments	1-3
b) pelvic fracture with a single break point (e.g. fracture of one pubis ramus or ischial ramus), sacral fracture - with deformity and with functional impairments	4-8
c) pelvic and/or sacral fracture with multiple break points - without significant deformity and with mild functional impairments	2-7
d) pelvic and/or sacral fracture with multiple break points - with deformity and with functional impairments	8-15
NB: - Acetabular fracture - depending on the impairment of joint function - to be evaluated according to item 143. - Hip joint injury treated with joint replacement is to be evaluated according to item 146. - Pelvic organ injuries and neurological symptoms associated with fractures are to be additionally evaluated according to positions corresponding to appropriate pelvic organ injuries or neurological injuries.	

L. DAMAGE TO THE UPPER LIMB

SCAPULA	Right — Left (dominant)
99. Scapular fracture:	
a) healed scapular fracture with slight displacement and mild limb dysfunctions	1-5 — 1-3
b) healed scapular fracture with marked displacement and mild impairment of limb function - loss of mobility up to 30%	6-12 — 4-9
c) healed scapular fracture with marked displacement and moderate impairment of limb function - loss of mobility 31-50%	13-20 — 10-15
d) healed scapular fracture with marked displacement and severe impairment of limb function - loss of mobility above 50%	21-40 — 16-30
NB: Norms in item 99 include any potential neurological complications.	
CLAVICLE	
100. Malunion of the clavicle depending on the degree of deformity and loss of mobility:	
a) mild deformity, loss of mobility in the glenohumeral joint up to 20%	1-8 — 1-6
b) deformity, marked loss of mobility in the glenohumeral joint above 20%	9-20 — 7-15
NB: In the case of clavicular fracture complicated by pseudoarthrosis, evaluate only on the basis of item 101.	
101. Pseudoarthrosis of the clavicle - depending on the deformities, displacements, dysfunction of the limb:	
a) secondary changes with loss of mobility in the glenohumeral joint up to 20%	10-14 — 8-12
b) secondary changes with loss of mobility in the glenohumeral joint above 20%	15-25 — 13-20
102. Dislocation, subluxation of the acromioclavicular joint or sternoclavicular joint, depending on loss of mobility, degree of deformity and dysfunction:	
a) no deformity or mild deformity and loss of mobility up to 10% (I°)	1-5 — 1-3
b) marked deformity and loss of mobility up to 20% (II°, H°/III°)	6-10 — 4-8

c) marked deformity and loss of mobility above 20% (II°/III°, III°)	11-15 — 9-13
NB: Where the deficit in upper limb function results from the overlap between the consequences of a clavicular fracture and neurological damage, the deficit of the limb function is to be evaluated only according to item 181. Where deficits do not overlap, evaluate additionally according to item 181.	
103. Clavicle injuries complicated by chronic osteomyelitis - to be evaluated according to one of the items: 100, 101 or 102 - increasing the degree of permanent impairment by:	5
GLENOHUMERAL JOINT	Right — Left (dominant)
104. Damage to the glenohumeral joint (dislocation, fracture - of the head, proximal humeral epiphysis, sprains) and damage to other structures of the joint - depending on tissue defects, loss of mobility, muscle atrophy, displacement and deformities of the broken head of the humerus etc.:	
a) minor changes with loss of mobility up to 30%	1-11 — 1-7
b) moderate changes with 31%-50% loss of mobility	12-19 — 8-14
c) severe changes with loss of mobility above 50%	20-35 — 15-30
NB: Damage to the glenohumeral joint treated with a prosthesis is to be evaluated according to item 104.	
105. Irreducible inveterate dislocation of the glenohumeral joint depending on the range of motion and alignment of the limb:	20-35 — 15-30
106. Habitual dislocation of the glenohumeral joint confirmed by medical records and radiological reports:	5-25 — 5-20
NB: Subsequent episodes of a habitual dislocation are not to be treated as a subsequent accident, instead they are to be treated as a consequence of the most recent traumatic dislocation of the glenohumeral joint. When evaluating according to item 106, please take detailed patient history with respect to previous traumatic dislocations in the joint and review any additional medical records – to establish the date of the most recent traumatic dislocation and the date of the first habitual dislocation. If all medical history originates from the period of cover, and the habitual dislocation has been reported for the first time, evaluate according to item 106. If medical history points to the occurrence of habitual displacements before the start of the period of cover: - if more than 5 years have elapsed between the dislocation being reported which occurred during the period of cover and a previous dislocation (before the period of cover), the event is to be treated as an independent event having the nature of a traumatic dislocation, evaluate according to item 104. Any subsequent dislocation reported will be treated as habitual dislocation and evaluated according to item 106. If the period referred to above is shorter than 5 years, the mechanism of the dislocation being reported is to be analysed: - sudden application of external force - to be treated as the original effect of trauma – evaluate according to item 106. - if the dislocation occurred during normal everyday life activities - no trauma component is to be recognised (the event is causally linked to the state of health)	
107. Hypermobility, flail shoulder joint as a result of traumatic bone defects – depending on functional disorders:	25-40 — 20-35
NB: Joint hypermobility caused by paralysis - to be evaluated according to neurological standards..	
108. Stiffness of the glenohumeral joint (total loss of mobility in the glenohumeral joint):	
a) in good position	20 — 15
b) in poor position - depending on the position and function	21-40 — 16-35
109. Cicatricial contracture of the glenohumeral joint - depending on joint dysfunctions evaluate according to item 104 or 108.	
110. Damage to the glenohumeral joint complicated by chronic osteomyelitis, fistulas etc. - to be evaluated according to items 104, 105, 106, 107, 108 or 109, increasing the degree of impairment by:	3
NB: Where the deficit in upper limb function results from the overlap between the consequences of damage to the glenohumeral joint	

and neurological damage, the deficit of the limb function is to be evaluated only according to item 181. Where deficits do not overlap, evaluate additionally according to item 181.	
111. Loss of a limb at the glenohumeral joint:	70 — 65
112. Loss of a limb including the scapula:	75 — 70
RANGES OF MOBILITY OF THE GLENOHUMERAL JOINT - flexion 0-180° , extension 0-60° , abduction 0-90° , elevation 90-180° (abduction and elevation are sometimes jointly referred to as abduction and in that case the range of mobility 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. Humeral shaft fracture - depending on displacement, loss of mobility in the glenohumeral joint and elbow joint:	
a) impairment of limb function with loss of mobility in the glenohumeral joint and/or elbow joint up to 30%	1-15 — 1-10
b) impairment of limb function with loss of mobility in the glenohumeral joint and/or elbow joint above 30%	16-30 — 11-25
c) fractures complicated by chronic osteomyelitis etc. are to be evaluated according to item 113 a or 113 b, increasing the degree of permanent impairment depending on dysfunctions by:	5
114. Pseudoarthrosis of the humerus	30 — 25
115. Damage to muscles, attachments, tendons and vessels - depending on secondary changes and impairment of function	
a) minor changes	1-5 — 1-4
b) moderate changes	6-12 — 5-9
c) major changes	13-20 — 10-15
NB: Only damage without bone fractures is to be evaluated according to item 115. With co-existing bone fractures, evaluate according to item 113.	
116. Loss of a limb at the arm:	
a) sparing only 1/3 of the proximal humerus	70 — 65
b) with longer stumps	65 — 60
ELBOW JOINT	Right — Left (dominant)
117. Fractures in the elbow area (distal humeral epiphysis, proximal radial and ulnar epiphysis) - depending on axial misalignment, loss of mobility in the elbow joint and other secondary changes:	
a) minor changes with loss of mobility up to 20%	1-5 — 1-4
b) moderate changes with 21-50% loss of mobility	6-15 — 5-10
c) severe changes with loss of mobility above 50%	16-30 — 11-25
118. Stiffness of the elbow joint:	
a) flexed near to right-angled position, without loss of forearm rotation	25 — 20
b) flexed near to right-angled position, depending on the loss of forearm rotation	26-30 — 21-25
c) in extended or almost extended position (up to 20°)	45 — 40
d) in other poor positions - depending on the functional usefulness of the limb	30-45 — 25-40
119. Damage to the elbow - dislocations, sprains, soft tissue injuries - depending on the loss of mobility, muscle atrophy, displacements, deformities and other secondary changes	
a) minor changes with loss of mobility up to 20%	1-5 — 1-4
b) moderate changes with 21-50% loss of mobility	6-15 — 5-10
c) severe changes with loss of mobility above 50%	16-30 — 11-25
NB: Only damage without bone fractures is to be evaluated according to item 119. With co-existing bone fractures, evaluate according to item 117.	
120. Flail elbow joint - depending on the degree of hypermobility and condition of the muscles	15-30 — 10-25
121. Damage to the elbow joint complicated by chronic inflammation, fistulas etc. – to be evaluated according to one	5

of the items: 117, 118, 119 or 120, increasing the degree of permanent or long-term impairment by:	
Range of mobility of the elbow joint: 5-10° hyperextension, up to 160° flexion	
FOREARM	Right — Left (dominant)
122. Fractures in distal epiphysis of one or both forearm bones, resulting in deformities and loss of mobility in the wrist - depending on the severity of functional disorders:	
a) minor changes with loss of mobility up to 30%	1-6 — 1-5
b) moderate changes with 31-60% loss of mobility	7-15 — 6-10
c) severe changes with loss of mobility above 60%	16-25 — 11-20
d) stiffness of the forearm in good position	20 — 15
e) stiffness of the forearm in poor position	25-30 — 20-25
123. Shaft fractures of one or two forearm bones - depending on deformities and functional impairments:	
a) minor changes with loss of mobility up to 20%	1-6 — 1-5
b) moderate changes with 21-50% loss of mobility	7-15 — 6-10
c) severe changes, secondary changes and other with loss of mobility above 50%	16-30 — 11-25
124. Isolated damage to soft tissue of the forearm, skin, muscles, tendons, vessels - depending on the size, function damage and impairment, secondary changes (trophic, circulatory, scars, other):	
a) minor changes	1-5 — 1-4
b) moderate changes	6-10 — 5-8
c) severe changes	11-20 — 9-15
NB: - Only damage without bone fractures is to be evaluated according to this item. With co-existing bone fractures, evaluate according to one of the items: 122, 123, 125, 126. - In the case of a fracture of one forearm bone complicated by pseudoarthrosis, evaluate only on the basis of item 125.:	
125. Pseudoarthrosis of the ulnar or radial bone - depending on the deformities, bone defects, function impairment and other secondary changes:	
a) moderate	10-20 — 10-15
b) severe	21-35 — 16-30
NB: In the case of a fracture of both forearm bones complicated by pseudoarthrosis, evaluate only on the basis of item 126.	
126. Pseudoarthrosis of both forearm bones - depending on the deformities, bone defects, function impairment, secondary changes:	
a) moderate	10-25 — 10-20
b) severe	26-40 — 21-35
127. Damage to the forearm complicated by chronic osteomyelitis, fistulas, loss of bone tissue etc. - to be evaluated according to one of the items: 122, 123, 124, 125 or 126, increasing the degree of permanent impairment by:	5
128. Loss of a limb at the forearm - depending on the character of the stump and its suitability for a prosthesis:	55-60 — 50-55
129. Loss of the forearm in the wrist area:	55 — 50
FOREARM RANGES OF MOBILITY: pronation 0-80° , supination 0-80° (functional position - 20° pronation)	
WRIST	Right — Left (dominant)
130. Damage to the wrist: sprains, dislocations, fractures - depending on scars, defects, deformities, instability, function impairment, trophic changes and other secondary changes:	
a) minor changes with loss of mobility up to 30%	1-6 — 1-5
b) moderate changes with 31-60% loss of mobility	7-15 — 6-10
c) severe changes with loss of mobility above 60%	16-25 — 11-20
131. Complete stiffness of the wrist:	

a) in good position	20 — 15
b) in poor position - depending on the degree of functional impairment of the hand and fingers	25-30 — 20-25
132. Damage to the wrist complicated by permanent trophic changes, chronic suppurative osteomyelitis of carpal bones, fistulas - to be evaluated according to one of the items: 130 or 131, increasing the degree of permanent impairment by:	5
133. Loss of hand at the wrist:	55 — 50
WRIST RANGES OF MOBILITY: palmar flexion 70° (active), 80° (passive), dorsal flexion 60° (active), 80° (passive), radial abduction 20° , ulnar abduction 30° (functional position - from 10° palmar flexion to 10° dorsal flexion and from 0° to 10° ulnar abduction).	
METACARPUS	Right — Left (dominant)
134. Damage to the metacarpus: bones, soft tissues - depending on the defects, deformities and dysfunction of the hand, fingers and other secondary changes:	
a) first metacarpal bone (depending on thumb function):	
I. loss of thumb mobility up to 30%	1-6 — 1-5
II. 31-60% loss of mobility	7-12 — 6-9
III. loss of mobility above 60%	13-20 — 10-15
b) second metacarpal bone (depending on index finger function):	
I. loss of mobility up to 30%	1-5 — 1-3
II. 31-60% loss of mobility	6-9 — 4-6
III. loss of mobility above 60%	10-15 — 7-10
c) third metacarpal bone (depending on middle finger mobility and other secondary changes):	
I. 20-50% loss of mobility	1-2 — 1
II. loss of mobility above 50%	3-5 — 2-4
d) fourth and fifth metacarpal bone (depending on the mobility of corresponding fingers and other secondary changes) - separate evaluation for each metacarpal bone:	
I. 20-50% loss of mobility	1-2 — 1
II. loss of mobility above 50%	3-4 — 2
THUMB	Right — Left (dominant)
135. Loss in the area of the thumb - depending on the size of the defect, stump quality, deformities, loss of thumb mobility, impairment of hand function and other secondary changes:	
a) partial or total loss of the pulp	1-4 — 1-2
b) partial or total loss of a distal phalanx, depending on secondary changes	5-10 — 3-6
c) loss of a distal phalanx and proximal phalanx (up to 2/3 in length of the proximal phalanx) - depending on secondary changes	11-15 — 7-10
d) loss of a distal phalanx and proximal phalanx below 2/3 in length or loss of both phalanges without a metacarpal bone	16-20 — 11-15
e) loss of both phalanges with a metacarpal bone	21-25 — 16-20
136. Other damage to a thumb (fractures, dislocations, soft tissue injuries), depending on the loss of thumb mobility and hand function and secondary changes:	
a) minor changes with loss of mobility up to 25%	1-5 — 1-3
b) moderate changes with 26-50% loss of mobility	6-10 — 4-8
c) major changes with 51-75% loss of mobility	11-15 — 9-12
d) severe changes with loss of mobility above 75%	16-20 — 13-15
NB:	
When assessing the impairment of thumb function, the abduction, opposition and gripping ability are considered in the first place.	
RANGES OF MOBILITY OF THE THUMB:	
- metacarpophalangeal joint 0-60° (functional position 20° flexion)	
- interphalangeal joint 0-80° (functional position 20° flexion)	
- abduction 0-50°	
- adduction - maximum distance between the flexion crease of the interphalangeal joint of the thumb and the flexion crease	

of the metacarpophalangeal joint of the fifth finger - full range of mobility - 0 cm, no mobility - 8 cm - opposition - maximum distance between the flexion crease of the interphalangeal joint of the thumb and the flexion crease of the metacarpophalangeal joints at the level of the third - metacarpophalangeal joint - full range of mobility - 8 cm, no mobility - 0 cm	
INDEX FINGER	Right hand — Left hand (dominant)
137. Loss in the area of the index finger - depending on deformities, stump quality, loss of index finger mobility, impairment of hand function:	
a) partial loss of the pulp	1-2 — 1
b) loss of the distal phalanx	3-5 — 2-3
c) loss of the distal phalanx with a 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 the metacarpal bone	16-20 — 11-15
138. Any other damage to the index finger - fractures, dislocations, soft tissue injuries - depending on deformities, disturbances of sensation, loss of finger mobility, impairment of hand function, joint contractures, stiffness, trophic changes and other secondary changes - depending on the severity:	
a) changes with loss of mobility up to 20%	1-3 — 1-2
b) minor changes with 21-40% loss of mobility	4-6 — 3-4
c) moderate changes with 41-70% loss of mobility	7-11 — 5-7
d) severe changes with loss of mobility above 70%	12-15 — 8-10
THIRD, FOURTH AND FIFTH FINGERS	Right hand— Left hand (dominant)
139. The third, fourth and fifth finger - depending on the level of loss:	
a) 3rd finger - loss of the distal phalanx	3 — 2
b) 3rd finger - loss of two phalanges	7 — 5
c) 3rd finger - loss of three phalanges	10 — 8
d) 4th and 5th fingers - loss of the distal phalanx	2 — 1
e) 4th and 5th fingers - loss of two phalanges	4 — 2
f) 4th and 5th fingers - loss of three phalanges	7 — 3
140. Loss of the third, fourth or fifth finger with the metacarpal bone:	
a) 3rd finger	10-12 — 8-10
b) 4th and 5th fingers	7-9 — 3-5
c) multiple loss:	
I. simultaneous amputation of the thumb and index finger	35 — 25
II. complete amputation of the thumb and a finger other than the index finger	25 — 20
III. complete amputation of two fingers other than the thumb and index finger	2 — 8
IV. complete amputation of three fingers other than the thumb and index finger	20 — 15
V. complete amputation of four fingers including the thumb	45 — 40
VI. complete amputation of four fingers other than the thumb	40 — 35
NB: The overall degree of permanent traumatic impairment in the hand must not exceed 55% for the right (dominant) hand and 50% for the left hand. When multiple fingers are affected by the injuries, the global score must be lower than the total loss of the affected fingers and it must correspond to the usability of the hand.	
141. Any other damage to the third, fourth or fifth finger - fractures, dislocations, soft tissue injuries – depending on deformities, disturbances of sensation, loss of finger mobility, joint contractures, stiffness, trophic changes and other secondary changes - for each finger, depending on the severity:	
a) 3rd finger:	

I. loss of mobility up to 50% without secondary changes	1-2 — 1-2
II. loss of mobility above 50% without secondary changes	3-5 — 3-4
III. loss of mobility up to 50% with secondary changes	1-5 — 1-4
IV. loss of mobility above 50% with secondary changes	6-10 — 5-8
b) 4th and 5th fingers::	
I. loss of mobility up to 50% without secondary changes	1-2 — 1
II. loss of mobility above 50% without secondary changes	3-4 — 2
III. loss of mobility up to 50% with secondary changes	1-4 — 1-2
IV. loss of mobility above 50% with secondary changes	5-8 — 3-4
RANGES OF MOBILITY - 2ND TO 5TH FINGER:	
– 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. DAMAGE TO THE LOWER LIMB

HIP JOINT	
142. Loss of the lower limb:	
a) amputation through the hip joint	75
b) amputation above 1/2 of the thigh	65
143. Damage to the hip joint - dislocations, acetabular fracture, fracture of proximal femoral epiphysis, neck of femur fractures, trochanteric fractures, traumatic slipped capital femoral epiphysis and soft tissue injuries in the hip joint area - depending on defects, degree of mobility impairment, deformities and secondary changes:	
a) minor changes with loss of mobility up to 30%	2-12
b) moderate changes with 31-60% loss of mobility	13-24
c) severe changes with loss of mobility above 60%	25-35
144. Stiffness of the hip joint - depending on the position and secondary postural and mobility disorders:	
a) in good position	35
b) in poor position	40-45
145. Contractures and stiffness complicated by chronic osteomyelitis, with fistulas etc. - to be evaluated according to item 143, increasing the degree of permanent impairment by:	5
146. Post-traumatic hip arthroplasty, depending on mobility, pain, need for orthopaedic supplies, ability to walk and gait abnormalities:	
a) no dysfunction	15
b) minor changes with loss of mobility up to 50%	16-25
c) severe changes with loss of mobility above 50%	26-45
NB: - Attention should be paid to the following changes reported as a result of traumatic hip injuries: hematogenous suppurative osteomyelitis, osteoarticular tuberculosis, cancer, avascular necrosis, slipped capital femoral epiphysis in adolescence and other deformities causing static disorders. In these conditions, the evaluation of permanent impairment is limited to the extent caused by the accident. - Where the deficit in lower limb function results from the overlap between the consequences of damage to the hip and neurological damage, the deficit of the limb function is to be evaluated only according to item 181. - Where deficits do not overlap, evaluate additionally according to item 181.	
HIP JOINT RANGES OF MOBILITY: flexion 0-120° , extension 0-20° , abduction 0-50° , adduction 0-40° , external rotation 0-45° , internal rotation 0-50° .	
THIGH	
147. Femoral fracture - depending on deformities, shortening, muscle atrophy, loss of mobility in the hip and knee joints, gait abnormalities, limb dysfunction and other secondary changes:	

a) isolated shortening 1-3 cm	5-10
b) isolated shortening above 3 cm to 5 cm	11-20
c) isolated shortening above 5 cm	21-30
d) minor changes with shortening up to 3 cm inclusive or without shortening	5-15
e) moderate changes with shortening above 3 cm to 5 cm, moderate gait abnormality	16-30
f) severe changes with shortening above 5 cm, severe gait abnormality	31-40
148. Pseudoarthrosis of the femur, femoral bone loss precluding weight bearing - depending on the function impairment, shortening, inflammatory changes and secondary disorders	30-55
149. Isolated soft tissue injuries - depending on limb dysfunction:	
a) mild	1-5
b) moderate	6-10
c) severe	11-20
NB: Only damage without bone fractures is to be evaluated according to item 149. With co-existing bone fractures evaluate according to item 147.	
150. Damage to large vessels - depending on the severity of blood flow impairment and complications:	5-30
151. Damage to the thigh complicated by chronic suppurative osteomyelitis, fistulas, heterotopic ossification are to be evaluated according to item 147, increasing the degree of impairment - depending on the extent of complications - by:	5
152. Damage to the thigh complicated by co-existing sciatic nerve damage is to be evaluated according to items 147-150, increasing the degree of permanent impairment - depending on the extent of nerve damage by:	10-60
NB: The overall degree of impairment evaluated according to items 147-152 and item 153 must not exceed 60%.	
153. Loss of a limb - depending on the length of the stump and its suitability for a prosthesis:	55-60
KNEE	
154. Fractures of bones making up the knee joint - depending on deformities, contractures, loss of mobility, joint stability and other secondary changes. Additionally, the following is to be evaluated according to point 155:	
a) 0-40° loss of mobility per every two degrees	1
b) 41°-90° loss of mobility per every 5 degrees	1
c) 91°-120° loss of mobility per every 10 degrees	1
d) stiffness of the knee joint in good position (0-15°)	25
e) stiffness of the knee joint in poor position	35
155. Damage to knee ligaments depending on joint stability and the static and dynamic performance of the limb. Additionally, the following is to be evaluated according to point 154:	
a) first degree instability in one plane, with minor secondary changes (muscle atrophies and loss of muscle strength etc.)	1-5
b) second degree instability in one plane, first degree instability in two planes, depending on secondary changes (muscle atrophies and loss of muscle strength etc.)	6-12
c) third degree instability in one plane, second degree instability in two planes, depending on secondary changes (muscle atrophies and loss of muscle strength etc.)	13-19
d) third degree instability in two planes, depending on secondary changes (muscle atrophies and loss of muscle strength etc.)	20-25
e) global instability, depending on secondary changes (muscle atrophies and loss of muscle strength etc.)	26-35
156. Other consequences of knee joint injuries (chronic exudative inflammations, chondromalacia, consequences of patellar dislocation, patellar instability, damage to the meniscus depending on the function of the knee joint and the severity of the existing complaints	1-10
NB: - The overall degree of permanent traumatic impairment in the knee joint must not exceed 40%. - Not every diagnosis of habitual dislocation of patella should be treated as trauma-induced. The mechanism of the injury (sudden application of external force), effects of the injury (capsular rupture and hemarthrosis), treatment method (immobilisation in	

plaster cast or no immobilisation in plaster cast), as well as the co-existence of anatomical changes (such as dysplasia of patellofemoral joint in axial view, significant genu valgum, hypermobility in multiple joints), diseases predisposing to the habitual dislocation of patella (Down syndrome, epiphyseal dysplasia or spondyloepimetaphyseal dysplasia) must be considered at all times. Analysis must be always based on complete medical records.	
157. Loss of a limb at the level of the knee joint	50
RANGE OF MOBILITY OF THE KNEE JOINT: The functional range of mobility of the knee is from 0° for extension to 120° for flexion.	
CRUS	
158. Crus fractures depending on deformities, shortening, loss of mobility in the ankle joint and knee joint and other changes:	
a) isolated shortening 1-3 cm	5-10
b) isolated shortening above 3 cm to 5 cm inclusive	11-20
c) isolated shortening above 5 cm	21-30
d) minor changes with shortening up to 3 cm inclusive or without shortening	5-15
e) moderate changes with shortening above 3 cm to 5 cm inclusive	16-30
f) severe changes with shortening above 5 cm	31-40
159. Isolated fibula fracture - depending on displacements, deformities, dysfunction of the limb	1-3
160. Injuries of soft tissue in the crus, skin, muscles, vessels, Achilles tendon and other tendons - depending on the extent of damage as well as functional limitations and other secondary changes:	
a) minor changes with loss of mobility up to 30%	1-5
b) moderate changes with 31-50% loss of mobility	6-10
c) severe changes with loss of mobility above 50%	11-20
161. Loss of a limb at the crus - depending on the character of the stump, its length, suitability for a prosthesis and secondary changes in the limb:	
a) with up to 8 cm stump length measured from articular space	50
b) with longer stumps	45
NB: Where the deficit in lower limb function results from the overlap between the consequences of damage to the crus and neurological damage, the deficit of the limb function is to be evaluated only according to item 181. Where deficits do not overlap, evaluate additionally according to item 181.	
ANKLE JOINT AND SUBTALAR JOINT, FOOT	
162. Damage to the ankle joint and subtalar joint: sprains, dislocations, fractures etc. - depending on deformities and loss of mobility as well as persisting secondary changes:	
a) minor with loss of mobility up to 20%	1-5
b) moderate with 21-50% loss of mobility	6-10
c) severe with loss of mobility above 50%	11-20
d) complicated by chronic osteomyelitis, arthritis, fistulas and other secondary changes, increase the degree of permanent impairment by	5
163. Stiffness of the ankle joint depending on persisting secondary changes and loss of function:	
a) near right angle +/- 5°	20
b) in other poor positions, depending on the position	21-30
c) in poor positions, with fistulas, osteomyelitis etc. the permanent impairment score is to be increased by	5
164. Talar or calcaneal fractures - depending on deformities and function impairment:	
a) minor changes with loss of mobility up to 20%	1-5
b) moderate changes with 21-50% loss of mobility	6-10
c) severe changes with loss of mobility above 50%	11-20
165. Loss of talar and/or calcaneal bones - depending on extent, scars, deformities, static and dynamic disorders	

of the foot and other complications::	
a) partial loss	20-30
b) total loss	31-40
166. Damage to the tarsus with displacement, deformity and other secondary changes:	
a) minor changes with loss of mobility up to 20%	1-5
b) moderate changes with 21-50% loss of mobility	6-10
c) severe changes with loss of mobility above 50%	11-20
167. Metatarsal fractures - depending on displacements, foot deformities, static and dynamic disorders and other secondary changes:	
a) first or fifth metatarsal bone:	
I. minor changes without deformities	1-5
II. major changes, deformity, loss of foot mobility	6-10
b) second, third or fourth metatarsal bone:	
I. minor changes	1-3
II. major changes, deformity, loss of foot mobility	4-7
c) fractures of three and more metatarsal bones - depending on deformities and functional impairments	3-15
168. Metatarsal fractures complicated by osteomyelitis, fistulas, secondary trophic changes are to be evaluated according to item 167, increasing the degree of permanent impairment by	5
169. Other damage to the tarsal and metatarsal area - sprains, dislocations, muscle and tendon damage, depending on deformities, trophic changes, dynamic impairment of the foot and other secondary changes:	
a) minor changes	1-5
b) moderate changes	6-10
c) severe changes	11-15
170. Loss of an entire foot	45
171. Loss of foot at the Chopart joint	40
172. Loss of foot at the Lisfranc joint	35
173. Loss of forefoot, depending on the extent and stump quality	20-30
NB: Where the deficit in lower limb function results from the overlap between the consequences of damage to the foot and neurological damage, the deficit of the limb function is to be evaluated only according to item 181. Where deficits do not overlap, evaluate additionally according to item 181..	
FUNCTIONAL MOBILITY OF TARSAL BONES: dorsal flexion 0-20° , plantar flexion 0 - 40-50° , pronation 0-10° , supination 0-40° , adduction 0-10° , abduction 0-10° .	
TOES	
174. Damage to the hallux - depending on changes and loss of mobility:	
a) minor changes with loss of mobility up to 30%	1-2
b) moderate changes with 31-50% loss of mobility	3-5
c) severe changes with loss of mobility above 50%	6-8
175. Loss of the hallux - depending on the extent of defects, stump character, static disorders and gait abnormalities:	
a) loss of the pulp or partial loss of the distal phalanx of the hallux	1-4
b) loss of the distal phalanx of the hallux	5
c) total loss of the hallux	10
d) loss of the hallux and the metatarsal bone - depending on the extent of metatarsal bone loss	11-15
176. Loss of the hallux and other toes:	
a) including at least three other toes	16
b) including all other toes	20

177. Damage to and defects of the second, third, fourth and fifth toes:	
a) partial loss of a toe (per toe)	1
b) total loss of a toe (per toe)	2
c) total loss of four toes	8
d) major changes, substantial loss of toe mobility	1-2
178. Loss of the fifth toe and a metatarsal bone	3-8
179. Loss of the second, third, fourth toe and a metatarsal bone - depending on the extent of loss of the metatarsal bone, foot position and other secondary changes per toe	3-5
180. Damage to the second, third, fourth and fifth toe - dislocations, fractures, soft tissue injuries - are to be evaluated in aggregate, depending on the extent of defects, deformity, position, degree of function impairment and number of toes damaged::	1-5
NB: - The overall degree of permanent traumatic impairment in the lower limb must not exceed the value specified for amputation at that level. - The impairment value determined for damage to one toe must not exceed the value specified for the total loss of that toe.	

N. PARALYSES OR PARESES OF INDIVIDUAL PERIPHERAL NERVES

181. Partial or total damage - depending on the severity of disorders:	Right side — Left side
a) phrenic nerve below its connection with the subclavian nerve	5-15
b) long thoracic nerve	5-15 — 5-10
c) axillary nerve - the sensory component, the motor component or the entire nerve	3-25 — 2-20
d) musculocutaneous nerve - the sensory component, the motor component or the entire nerve	3-25 — 2-20
e) radial nerve above the branch to the triceps brachii - the sensory component, the motor component or the entire nerve	3-45 — 2-35
f) radial nerve below the branch to the triceps brachii - the sensory component, the motor component or the entire nerve	5-30 — 3-25
g) radial nerve above the entry into the supinator canal - the sensory component, the motor component or the entire nerve	3-25 — 2-15
h) radial nerve after the exit from the supinator canal - the sensory component, the motor component or the entire nerve	2-15 — 1-10
i) median nerve in the area of the arm - the sensory component, the motor component or the entire nerve	4-40 — 3-30
j) median nerve in the area of the wrist - the sensory component, the motor component or the entire nerve	3-20 — 2-15
k) ulnar nerve - the sensory component, the motor component or the entire nerve	2-25 — 1-20
l) supraclavicular (upper) part of the brachial plexus	10-25 — 5-20
m) infraclavicular (lower) part of the brachial plexus	15-45 — 10-40
n) other nerves of the cervicothoracic region	1-15
o) obturator nerve - the sensory component, the motor component or the entire nerve	2-15
p) femoral nerve - the sensory component, the motor component or the entire nerve	2-30
q) gluteal nerves (superior and inferior)	3-20
r) pudendal nerve	3-25
s) sciatic nerve before it divides into the tibial nerve and fibular nerve	10-60
t) tibial nerve - the sensory component, the motor component or the entire nerve	5-30
u) fibular nerve - the sensory component, the motor component or the entire nerve	5-20
v) lumbosacral plexus	30-60
w) other nerves of the lumbosacral region	1-10
NB: Clinical evaluation and quantitative evaluation based on tests of neuromuscular transmission are recommended.	
CONCLUDING REMARKS: - In the case of multiple injuries to an upper or lower limb (or its part), the determination of the final degree of permanent health impairment should consider the total function of the limb (or its part), not only the mathematical sum of permanent health impairment percentages for individual injuries. The overall degree of permanent traumatic impairment in the lower limb must not exceed the value	

specified for amputation at that level.

- Damage to the stump of an amputated limb requiring a new prosthesis, reamputation or precluding the use of a prosthesis is to be evaluated according to amputation at the higher level.
- In the case of scars from burns above IIA degree, additional evaluation of loss of skin function is recommended. Damage to:
 - the face is covered by item 19,
 - the neck is covered by item 55,
 - the chest is covered by item 56,
 - the abdomen is covered by item 65,
 - limbs per 1% TBSA - 1% impairment,
 - palm per 1% TBSA - 4% impairment.

PRIVACY POLICY

PRIVACY PROTECTION RULES

AWP P&C S.A. Branch in Poland ('we', 'us', 'our'), a member of Allianz Worldwide Partners SAS, is a French authorised insurer operating in Poland in the form of a branch. This privacy notice explains how and what type of personal data will be collected, why it is collected and to whom it is shared or disclosed. Please read this notice carefully.

1. Who is the data controller?

A data controller is the individual or legal person who controls and is responsible to keep and use personal data. **AWP P&C S.A. Branch in Poland is a data controller.**

2. What personal data will be collected?

We will collect and process various types of your personal data, the extent of which depends on your contract or reported case, as follows:

- Surname (including Family name) and first name(s)
- Parents names
- Personal identification number (PESEL)
- Domicile and residence address
- Date of birth
- Sex
- Number, issue date, expiry date, issuing authority and type of identity document
- Telephone numbers
- E-mail address
- Information about your driving license (category, issue date, expiry date, document number)
- Information on a credit/debit card and bank account
- Vehicle registration number
- VIN
- Policy number
- Data on the concluded insurance contract
- Data about the employer and employment status
- Citizenship
- Information about the conducted business activity
- Data obtained during the notification and liquidation of the claim

Depending on your contract or damage, we will only ask for the data necessary in a specific case. We will also collect and process your 'sensitive personal data', such as data from your medical records or from death certificates.

3. How will we collect and use your personal data?

We will process personal data provided to us by you or received by us without your participation (i.e. from medical facilities, from your employer, from the National Health Fund) in accordance with the following explanation and list:

Purpose	Is your consent required?	Legal basis for processing
Contract administration, including insurance contract (e.g. quotation, underwriting, claims handling, wage calculation, complaints handling)	No (except when you are not our client and we have no other basis to process your data).	Article 6 sec. 1 letter b) and c) GDPR *, Article 9 sec. 2 letter a) GDPR *, Article 9 sec. 2 letter g) in connection with Article 41 sec. 1 of the act on

		insurance and reinsurance activity
To inform you, or enable other companies of the Allianz Group and selected third parties to inform you, about products and services which we believe may be of interest to you, in accordance with your preferences regarding marketing communications. You are free to change these preferences at any time. If your preferences change and you no longer consent to any of the above-mentioned items, please notify us by clicking the 'Stop subscription' link in any email with marketing communications, or by contacting us by email or by phone or in the manner described in point 9 below.	Yes	Article 6 sec.1 letter a) GDPR, Article 6 sec. 1 letter f) GDPR * (our legitimate interest is direct marketing of our products and services)
Compliance with legal duties (e.g. tax, accounting, administrative duties)	No	Article 6 sec.1 letter c) GDPR*
To spread risks through reinsurance or co-insurance	No	Article 6 sec.1 letter f) GDPR* (our legitimate interest is to reduce the insurance risk)
In order to reduce the risk of economic sanctions by verifying and applying other appropriate measures to verify that the client or the insured risk is not subject to any restrictions and that the contract does not infringe any economic sanctions, through periodic checks of the insured and clients, as well as - at the loss adjustment stage - by analyzing the application of financial sanctions in relation to the insured and, if applicable, the beneficiary before the payment of compensation or benefits	No	Article 6 sec.1 letter c) GDPR*
For the prevention of insurance crime	No	Article 6 sec. 1 letter f) GDPR * (our legitimate interest is the prevention of insurance crime and defense against abuse)
In order to survey customer satisfaction (e.g. in the form of telephone surveys)	No	Article 6 sec. 1 letter f) GDPR * (our legitimate interest is to test the quality of our services and the level of satisfaction of our clients with these services)
In order to establish, investigate and defend against claims	No	Article 6 sec. 1 letter f) GDPR * (our legitimate interest is the possibility of establishing, investigating and defending against possible claims)

For the purposes set out above, we do not require your explicit consent (except when you provide data pertaining to your health status or you are not our client) because the data is processed for the purpose of performing an insurance contract or complying with legal duties.

We will require your personal data if you intend to purchase our products and services or to settle a reported claim. If you do not wish to disclose your data to us, we may not be able to supply the products and services that you have asked for or which are of interest to you, or to adapt our offer to your individual needs or to rectify the damage reported by you.

In the case of insurance offers, where an electronic premium calculator is used (e.g. on a website dedicated for this purpose), we will also be making decisions concerning you in an automated manner, i.e. without human participation. Your health status and the destination country of travel will be the factors we will consider.

We will rely on what is called 'profiling' when making that decision. This means that we will evaluate the information you have provided to us (e.g. regarding your health status, date of birth, length and purpose of travel) and assign it to the relevant profiles developed with the use of statistical data in our possession.

In connection with automated decision-making, you have the right to challenge a decision adopted in an automated manner, express your point of view and have your situation analyzed and a decision made by our employee.

4. Who will have access to your personal data?

We will make sure that your personal data is processed in a manner consistent with the purposes set out above.

For the stated purposes, your personal data may be disclosed to the following third party data controllers: public authorities, other AWP Group companies, other insurers, co-insurers, reinsurers, insurance brokers and agents, as well as banks.

For the stated purposes, we may also share your personal data with the following entities who operate as data processors under our instruction: other AWP Group companies, technical consultants, experts, lawyers, claim adjusters, service technicians, doctors and other subcontractors providing services to AWP in order to carry out activities (claims reporting, IT service, postal services, document management, claim settlement, contract performance by providing services to an authorized person), as well as advertisers and advertising networks to send you marketing communications as permitted by national law and in accordance with your preferences regarding communications you wish to receive. Without your permission, we will not share your personal data with non-affiliated third parties for their own marketing purposes.

In addition, we may share your personal data in the following instances:

- in the event of any proposed or actual reorganization, merger, sale, joint venture, assignment, transfer or other transaction relating to the whole or a part of our enterprise, assets or stocks (including in connection with any bankruptcy or similar proceedings), or
- to meet any legal obligation, including to the relevant ombudsman if you make a complaint about the product or service we have provided to you.

5. Where will my personal data be processed?

Your personal data may be processed within or outside the European Economic Area (EEA) by the parties specified in section 4, subject to contractual restrictions regarding confidentiality and security of information in line with the applicable data protection laws. We will not disclose your personal data to anyone who is not authorized to process them.

Whenever we transfer your personal data for processing outside of the EEA by another Group company, we will do so on the basis of approved binding corporate rules (BCR) which establish adequate protection for personal data and are legally binding on all Group companies. The BCR and the list of Group companies that comply with them can be accessed here www.mondial-assistance.pl. Where Group BCR do not apply, we will instead take steps to ensure that the transfer of your personal data outside of the EEA receives an adequate level of protection as it does in the EEA. You can find out what safeguards we rely upon for such transfers (for example, Standard EU Model Contractual Clauses) by contacting us as detailed in section 9.

6. What are your rights in respect of your personal data?

Where permitted by applicable law or regulation, you have the right to:

- Access your personal data held about you and to learn the origin of the data, the purposes and ends of the processing, the details of the data controller(s), the data processor(s) and the parties to whom the data may be disclosed;
- Withdraw your consent at any time where your personal data is processed with your consent;
- Update or correct your personal data so that it is always accurate;
- Delete your personal data from our records if it is no longer needed for the purposes indicated above;
- Restrict the processing of your personal data in certain circumstances, for example where you have contested the accuracy of your personal data, for the period enabling us to verify its accuracy;
- Obtain your personal data in an electronic format for you or for your new insurer; and
- File a complaint with us or the relevant data protection authority. In Poland, this authority is the President of the Personal Data Protection Office.

You may exercise these rights by contacting us as detailed in section 9 providing your name, email address and purpose of your request. You may also make an access request by completing the Data Access Request Form available at <http://www.mondial-assistance.pl/biznes/awp.aspx>

7. How can you object to the processing of your personal data?

Where permitted by applicable laws, you have the right to object to us processing your personal data, or tell us to stop processing them (including for purposes of direct marketing). Once you have informed us of this request, we shall no longer process your personal data unless permitted by applicable laws.

You may exercise this right in the same manner as for your other rights indicated in section 6.

8. How long do we keep your personal data?

We will retain your personal data for six years from the date the insurance relationship ends or loss adjustment proceedings are completed or your complaint is settled. The 6-year period results from the period of limitation of claims in force in Poland and the need to archive documents in accordance with the Accounting Act.

We will not retain your personal data for longer than necessary and we will hold it only for the purposes for which it was obtained.

9. How can you contact us?

If you have any questions about how we use your personal data, you can contact us by letter at:

AWP P&C S.A. Branch in Poland
ul. Konstruktorska 12
02-673 Warszawa

We have appointed the Data Protection Officer. The Inspector may be contacted by e-mail or post at the following addresses:

Data Protection Officer

AWP P&C S.A. Branch in Poland
ul. Konstruktorska 12, 02-673 Warszawa
E-mail address: iodopl@mondial-assistance.pl

You can also contact us using the Data Access Request Form available at <https://www.mondial-assistance.pl/biznes/awp.aspx>.

10. How often do we update this data protection notice?

We regularly review and update this data protection notice. We will ensure the most recent version is available on www.mondial-assistance.pl/biznes/awp.aspx, and we will tell you directly when there's an important change that may impact you. This privacy notice was last updated on 31 March 2023.

* GDPR - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (Journal EU L 119z 04.05.2016, p. 1 and EU Official Journal L 127 of 23.05.2018, p. 2)