

## MARCO POLO TRAVEL INSURANCE GENERAL TERMS AND CONDITIONS

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ARTICLE 1  
INTRODUCTORY PROVISIONS

1. For travel insurance MARCO POLO (hereinafter referred to as „travel insurance“), which is arranged by KOOPERATIVA poisťovňa, a. s., Vienna Insurance Group (hereinafter referred to as „the insurer“), the relevant provisions of Act No. 40/1964 Coll., the Civil Code, as amended (hereinafter referred to as „the Civil Code“), and the General Insurance Terms and Conditions for Travel Insurance MARCO POLO (hereinafter referred to as „GTC TI 2023“) shall apply. GTC TI 2023 applies to short-term and annual travel insurance.
2. In the event of a conflict between the provisions of the GTC TI 2023 and the provisions of the insurance contract, the provisions of the insurance contract shall prevail.
3. GTC TI 2023 are an integral part of the insurance contract.

ARTICLE 2  
EXPLANATION OF TERMS

For the purposes of insurance under these insurance conditions, the following shall be a more precise interpretation of the terms:

1. **Assistance service** is a service provided by GLOBAL ASSISTANCE SLOVAKIA, s.r.o, Štefanovičova 4, 811 04 Bratislava 1, Slovak Republic, ID No.: 35 903 473, registered in the Commercial Register of the District Court Bratislava 1, Section: Sro, Insert No. 33438/B, telephone contact: +421 268 202 060, e-mail: travel@globalassistance.sk (hereinafter referred to as „assistance service provider“) available 24/7 to contractual partners of the insurance company on the basis of a contract of entrustment of the performance of activities.
2. **Acute illness** is the occurrence of a sudden illness that threatens the health or life of the insured person, which requires necessary and urgent medical care.
3. **Luggage means the personal belongings of the insured which** are owned or co-owned by the insured or are foreign belongings which the insured lawfully uses and which he/she usually takes with him/her for the purpose of the trip/stay or which he/she has purchased during the trip, including electronic and optical devices, sporting goods and other items. Personal belongings that the insured has rented or borrowed during the trip are not considered baggage.
4. **The backpacking space** can be:
  - a) in a means of transport. It is a compartment that is separated, closed and locked for the carriage of luggage, it is a different place from the passenger compartment, which is not visible from the outside. It also includes: an enclosed, fixed and locked roof rack („chest“) of a motor vehicle, a storage box/locker inside a locked motor vehicle and another type of lockable box on a motor vehicle, trailer or,
  - b) in the tent. It is a space in a locked tent located in an officially run campsite.
5. **A close person** is defined as a relative in the direct line, sibling, spouse, spouse's companion (provided that he/she demonstrably cohabits with the insured), parents, parents and siblings of the spouse, spouse of the child.
6. **Valuable** means:
  - a) jewellery, precious stones, pearls,
  - b) personal effects made of gold or other precious or precious metals,
  - c) watch,
  - d) fur coats and furs.
7. **Journey/stay** is the journey or stay of the insured during the insurance period agreed in the insurance contract within the territorial validity of the insurance.
8. **A travel organisation** is a travel agency or travel agency, including

foreign travel organisations authorised to operate under general binding legislation. Only accommodation services are accepted by the insurance company through the Booking.com booking portal.

9. **A travel service** is mainly a tour according to generally binding legal regulations, accommodation services and transport (air, bus, rail or boat) or a combination of these services (hereinafter also referred to as the „Basic Service“). Travel service also means ancillary services related to the insured trip/tour, if they are purchased or booked through the travel organisation at the same time as the basic service or separately. The additional service must be in accordance with the valid insurance contract and the agreed insurance period of the trip/stay/journey abroad.
10. **A travel document** is a public document by which a citizen proves his or her identity and citizenship when travelling abroad.
11. **A service provider** is a natural person or legal entity that carries out work, services or other activities provided or organised by an insurance company's assistance service for an eligible person.
12. **Additional services** are:
  - a) renting a vehicle/vessel,
  - b) teaching sports for the purpose of recreation and rental of sports equipment (except language, driving, captain, pilot courses),
  - c) ski pass,
  - d) tickets for exhibitions, cultural and sporting events, including escort services.
13. **Traffic assistance** is a service provided by Click2Claim s.r.o., Jičínska 1748/8, 130 00, Prague 3, ID No.: 287 91 215, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 21887, telephone contact: +421 220 570 546, e-mail: www.click2claim.eu (hereinafter referred to as „traffic assistance provider“) and is available 24/7. It is provided in case of irregularity of air, rail and bus transport on behalf and on behalf of the insurer to the authorised person, during the insured journey. Covid Assistance and Flight Cancellation Refund are also provided under the Transport Assistance.
14. **A road traffic accident** is an incident in road, air, rail or boat traffic which occurs in direct connection with the operation of a means of transport registered in the States of the European Union. The insured person may be involved in the accident as a member of the crew of the means of transport or as a person who was not in the means of transport at the time of the accident.
15. **Electronic instruments, optical instruments and sporting goods** are:
  - a) **electronic apparatus** - portable audio-visual equipment, apparatus intended for the recording and transmission of data or the reproduction of sound and/or images, computing equipment, which means a portable computer, its peripheral equipment and accessories, mobile telephones, GPS satellite navigation equipment,
  - b) **optical apparatus** - cameras, video cameras, filming or projection equipment, binoculars, including accessories,
  - c) **sporting goods** - items, including their accessories, used for the performance of a sporting activity which is included in the programme of the trip (stay) or there is a reasonable expectation that such sporting activity will be performed by the insured; including sports and activities belonging to a risk group, if such a risk group is agreed in the insurance contract.
16. **An epidemic** is the spread of a sudden and massive infectious disease and other diseases in a particular place and time, if such a state is confirmed by a declaration of a competent national or international authority.
17. **Europe:** Europe refers to the geographical territory of Europe, including Cyprus, Madeira, Morocco, Malta, Turkey, Egypt, Tunisia, the Canary Islands, the Azores and the Balearic Islands.
18. **A chronic disease** is a disease that already existed at the time when the insurance policy was taken out. A chronic disease is also considered to be a disease that required hospitalisation during the 6 months prior

- to the conclusion of the insurance contract or if the disease worsened during this period or caused a substantial change in the use of medication, such as an increase in the dose.
19. **Bail** is a financial security associated with misdemeanour or criminal proceedings brought against the insured for an offence or crime of wilful negligence committed by the insured during the period of insurance, provided that such proceedings against the insured will be associated with provisional detention or imprisonment.
  20. **Theft** means the unauthorised appropriation of another's insured baggage (except pickpocketing) by the perpetrator overcoming an obstacle, in any of the above ways:
    - a) the place where the item was stored was accessed by the perpetrator by means of tools not intended for its proper opening,
    - b) the place where the item was stored was reached otherwise than through the entrance or through an opening or an open window,
    - c) he overcame the obstacles by other deceitful conduct or by an act of violence. Theft of property in the form of misappropriation of another person's insured baggage (except pickpocketing) under the conditions in (a) to (c) it must be apparent from the investigation carried out by the public authority of the State concerned and the decision or document issued by that authority in the matter in question.
  21. **Physician** means a medical practitioner or specialist who holds the necessary licenses and who is not the policyholder, the insured, the beneficiary, or a close associate of the policyholder, the insured, the beneficiary, or a close associate of the policyholder, the insured, the beneficiary, or a close associate of the insured.
  22. **An air ticket** is a travel document for a foreign trip booked or purchased with a transport airline or ticketing agency.
  23. **The limit of indemnity** is the upper limit of indemnity in one insurance policy Period.
  24. **Robbery** is the appropriation of an item so that a third party (the perpetrator) has used violence or danger of imminent violence against the insured or has taken advantage of the insured's reduced resistance, as a result of their physical impairment following an accident (not causally related to the deliberate ingestion of alcohol, drugs or the abuse of medication) or as a result of any other cause for which they cannot be held liable. The above must be apparent from the investigation carried out by the public authority of the State concerned and the decision taken by it.
  25. **Manual work** means:
    - a) construction and assembly activities (erection and dismantling of ancillary structures) requiring movement on site, including super- vision,
    - b) activities requiring the use of machinery and/or tools in the production, processing, assembly or repair process (operation and repair or installation of machinery - except computer technology, metal, glass, leather, plastic or stone processing),
    - c) handling of flammable, corrosive, toxic, explosive (including pyrotechnics) or infectious substances, demolition and clean-up of explosives, nuclear work and laboratory work,
    - d) logging and/or timber handling in forestry (woodworking or wood processing), work in the printing industry,
    - e) underground work (tunnelling, mining), activities requiring movement in production areas of the metallurgical, mechanical and chemical industries (welding),
    - f) oil/drilling platform work, work at height (crane work), work on the facades of houses,
    - g) unloading and loading of ships, lorries or other means of transport means,
    - h) craft and professional work (bricklayers, carpenters, painters, cooks, waiters, butchers, electricians, electro-mechanics, car mechanics, warehouse work and labourer work in agriculture, forestry, including hunting, railway operations, food processing and textiles),
    - i) tourism (flight attendants, stewards, lifeguards, mountain guides),
    - j) transport (pilots, drivers, taxi drivers),
    - k) well-digging, boat fishing, sailors, geomorphological work, speleology,
    - l) the activities of a stuntman, entertainer or an active activity of the insured similar to the performance of one of the risk sports,
    - m) the activities of safety and security personnel (police officers, soldiers, firefighters, security guards, prison guards, paramedics, medical staff, doctors, nurses), animal care work (nursing, training, veterinary, animal taming and circus work).
  26. **Sudden illness** means an unexpected illness, the occurrence of which could not have been foreseen on the basis of the insured's previous state of health and which did not result from a known health disorder, which the insured already had before travelling abroad, where failure to carry out immediate medical treatment endangers the life of the insured, his/her bodily integrity and may cause serious consequences to the insured's health or bodily integrity, or where the symptoms of the insured's illness require immediate medical assistance.
  27. **Embarkation** means:
    - a) in the case of transport organised by the travel organisation of the booked tour - the date, time and place of departure of the means of transport specified by the travel organisation of the booked tour,
    - b) in case of individual transport - the day and time determined by the travel organisation of the booked tour for arrival to the first accommodation facility where the insured has booked accommodation.
  28. **New value is the price at which the same or a comparable thing** serving the same or a comparable purpose, nature, type, quality can be acquired again at a given time and place as a new thing.
  29. **Emergency** means an unexpected life situation that arises in the future, as a result of which the insured person is unable to provide for the basic necessities of life (in particular, one hot meal a day, non-essential clothing to change into, shelter or sufficient funds to return to his/her place of residence).
  30. **Theft** means theft or robbery.
  31. **The beneficiary** is the person designated under the insurance contract who has the right to receive the insurance benefit in the event of an insured event.
  32. **A passenger motor vehicle** is a vehicle of category M1 and N1 with a weight up to and including 3.5 tonnes, according to Act No. 106/2018 Coll. on the Operation of Vehicles in Road Traffic and on Amendments and Additions to Certain Acts, as amended.
  33. **A pandemic** is an epidemic spread over a large geographic area with no definite time limit and virtually no boundaries in place, affecting a large number of people over a wide area, declared by the World Health Organization (WHO) as a pandemic phase from stage 4 and above.
  34. **The insured** is the natural person covered by the insurance and named as the insured in the insurance contract under the terms of that insurance contract and GTC TI 2023. The insured and the policyholder may be the same person.
  35. **A communicable disease** is any disease that can be transmitted by any substance or means, from any organism to another organism if:
    - a) the transmitting agent or means is a virus, bacterium, parasite or other organism, or variants, derivatives or mutations thereof, whether or not they are considered to be living; and
    - b) transmission between organisms, whether direct or indirect, is realised, inter alia, through air, body fluids, from or to any surface or object in solid, liquid or gaseous form; and
    - c) the disease itself, the communicable substance or the agent of transmission causes or is likely to cause damage to or endanger human health or welfare or causes or is likely to cause or is likely to cause damage to, or is likely to cause or is likely to cause damage to, deterioration in quality, loss of value, loss of marketability or loss of use of property, or any loss of business opportunity.



of mobile technical equipment which is part of the equipment of the assisted household's dwelling or which is located in the assisted household's dwelling shall not be deemed to be a technical breakdown.

58. **The permanent consequences of an injury sustained in a road traffic accident** are the permanent consequences of an injury to the insured which have occurred as an immediate and demonstrable consequence of an injury sustained in a road traffic accident.
59. **A tour participant** is understood to be a natural person who is indicated in the contract for the purchase of the tour as a tour participant by name and surname or other necessary identification data.
60. **Accident** means an unexpected and sudden temporary exposure to external forces or the effects of one's own physical strength, unexpected and uninterrupted exposure to high or low external temperatures, gases, vapours, poisons (excluding microbial poisons, immunotoxic substances), which causes involuntary bodily injury or death to the Insured.
61. **A thing under supervision** is a thing in respect of which the insured or a person entrusted by the insured a person continuously present.
62. **Home country** means the place of residence or nationality of the insured person or the country where the insured person is a participant in a public health or similar insurance scheme.
63. **Pickpocketing** is an unlawful act that consists in appropriating take another person's property by having the perpetrator seize it from the pocket of clothing that the insured was wearing at the time of the theft, without using physical or psychological violence at the time of the theft.
64. **Foreign country** means a country other than the country of which the insured person is a national or in which the insured person resides or in which he/she pays for health insurance, except for the Slovak Republic.
65. **Rescue activity** is the search and rescue of a person in distress, providing first aid to a person in distress and transporting him/her to the nearest means of transport of a medical facility or to a health care facility, as the case may be.
66. **Rescue service** (hereinafter referred to as „RS“) means a mountain, sea, air, land service or other similar institution engaged in similar activities of a professional competence to perform rescue activities in a difficult natural environment. The insurer shall also provide cover in the event of accidents in a vehicle that has crashed or in a building that has collapsed.
67. **A tour** is a complex of at least two tourism services, such as accommodation services, transport or a combination of these services; it also includes additional services related to the insured trip, if they are purchased or booked with the provider by a single acquisition document.
68. **Neglected health care** is when the insured does not attend preventive health check-ups (at least once a year).
69. **Collections** are understood as the deliberate and systematic gathering and preservation or processing of objects of the same kind in the field of nature and human activity, usually specialised according to certain aspects such as type, processing, theme, time, place and authorship. A collection is defined as at least 3 items of the same type. Collections may be of the liberal and applied arts, collections of stamps, coins, technical apparatus and other collectibles.
70. **A health facility** is a facility (hospital) with beds providing basic and specialised diagnostic and therapeutic care in acute or emergency care beds for the purpose of diagnostic examination, treatment or cure.
71. **A compound level (CV)** is damage to or destruction of an insured item caused by any of the following perils: fire, explosion, volcanic eruption, direct lightning strike, aircraft crash, fall of trees, poles or other objects, flood, deluge, storm, hail, landslide, rock or earth collapse, avalanche collapse or avalanche, earthquake, weight of snow or ice, impact of a means of transport, shock wave, liquid leakage from water supply facilities. For the purposes of the insurance, a compound element means:
  - a) **A fire** is a fire in the form of a flame which has unwantedly and uncontrollably spread outside the designated fireplace or has left the designated fireplace and is spreading further by its own

power or has been deliberately spread by a third person. Fire shall also mean damage to or destruction of the insured property by the products of fire, extinguishment or demolition of the property or part thereof in the course of firefighting.

- b) **An explosion** is a sudden destructive manifestation of a pressure force consisting in the expansion of gases and vapours (a very rapid chemical reaction of an unstable system). The explosion of a pressure vessel containing compressed gas or vapour is considered to be the rupture of its walls to such an extent that there is a sudden equalization of pressure between the outside and the inside of the vessel.
- c) **A volcanic eruption** is the release of pressure during the formation of a hole in the earth's crust, accompanied by the discharge of lava or the ejection of ash, gases or other materials.
- d) **A direct lightning strike** is the immediate mechanical action of lightning energy (atmospheric discharge) or its discharge temperature on the insured property, whereby its effect and consequences are clearly identifiable by available technical means.
- e) **Aircraft crash** means the fall, impact or collapse of an aircraft (powered or unpowered) with its crew, its parts or its cargo.
- f) **The fall of trees, poles or other objects** is such a movement of a body that has signs of free fall. With destructive effects.
- g) **A flood** is the inundation of territorial units by water which has spilled from the banks or embankments of watercourses or reservoirs or which has breached these banks or embankments, or the inundation of the territory by water caused by a reduction in the flow of the watercourse bed.
- h) **A flood** is the creation of a continuous body of water on the earth's surface that has been standing or flowing for a period of time and that has been caused by natural influences.
- i) **A gale** is a dynamic action of a mass of air reaching a speed of at least 75 km/h at the place of insurance. If this velocity is not detectable at the place of damage, the insured must prove that the movement of the air has caused damage to properly maintained buildings or similarly resistant other things in the vicinity of the insured place or that the damage, in the perfect condition of the insured building or the building in which the insured things are located, could only have occurred as a result of the storm. Damage caused by the hurricane shall also be deemed to be damage caused by the hurling of another object by the hurricane at the insured thing.
- j) **Hailstorm** is a phenomenon in which pieces of ice of different shape, size, weight and density formed in the atmosphere fall on the insured thing and thus cause damage or destruction.
- k) **Landslide, the collapse of rocks or earths**, is a phenomenon caused by the action of gravity and induced by the disturbance of the long-term equilibrium to which the slopes of the Earth's surface have reached through evolution.
- l) **An avalanche or avalanche slide** is a phenomenon where a mass of snow or ice is suddenly set in motion down a slope into a valley.
- m) **An earthquake** is a naturally caused shaking of the earth's surface motion induced by movement in the Earth's crust that reaches at least level 5 of the international scale indicating the macro seismic effects of an earthquake (EMS-98), at the insured location where the insured event occurred (not at the epicentre).
- n) **Snow or ice load** means the destructive load on a building structure from snow, frost or ice that exceeds the values specified in the standard.
- o) **Vehicle collision** is a direct collision of a road or rail vehicle or its load with the insured thing or the throwing of an object into the insured thing caused by the direct collision of the vehicle or its mood in a traffic accident. The police investigation of the accident is a condition of the insurance benefit.
- p) **A shock wave** is a pressure wave created when a supersonic aircraft passes over the speed of sound.
- q) **A plumbing leak fluid** is water, steam, or heating, air conditioning,

and fire extinguishing medium that leaks or flows from a plumbing fixture, heating or heating system, due to its failure or damage.

### ARTICLE 3 SCOPE OF INSURANCE, LIMIT OF INDEMNITY

1. The scope of insurance applies to the insurance package agreed in the insurance contract.
  2. According to GTC TI 2023, it is possible to arrange travel insurance one of the following insurance packages:
    - a) Primo,
    - b) Optimum,
    - c) Excelent.
  3. Travel insurance can be arranged as:
    - a) short-term, which is negotiated for a fixed period of time, up to a maximum of one year (max. 365 or 366 days in the case of a leap year),
    - b) annual, which is negotiated for a period of one year (max. 365 or 366 days in the case of a leap year) for repeated trips abroad, with the number of trips abroad during the duration of insurance is not limited.
  4. In the case of short-term travel insurance, the insurance contract can be extended up to one time and for a maximum of 30 calendar days.
  5. For annual travel insurance, the maximum number of days per excess is given by the chosen insurance package, namely:
    - a) Prima 45 days,
    - b) Optimum 60 days,
    - c) Excelent 90 days.
- The insurance does not cover claims that occur after the number of days referred to in points (a) to (c) has been exceeded.
6. The insurance covers only the practice of non-risky sports (all except risky sports), unless otherwise agreed in the insurance contract.
  7. The insurance covers trips and stays for the purpose of carrying out non-manual work (all except manual work), unless it has been otherwise specified in the insurance policy.
  8. The insurance also does not cover any loss, damage, claim, cost or expense of any nature whatsoever, paid or incurred directly or indirectly in connection with:
    - a) any coronavirus disease or respiratory syndrome (e.g. COVID-19, SARS-CoV-2), or any communicable disease or fear of transmission or threat (whether actual or perceived) of transmission of any disease, irrespective of the cause of its occurrence or the event that contributed to the transmission of the disease, the fear of its transmission or the threat of its transmission, whether contemporaneously or in any other sequence,
    - b) any measures taken or not taken to prevent, suppress, mitigate the consequences in relation to point a) of this paragraph, unless otherwise agreed in the insurance contract.

Table 1

BASIC INSURANCE			
Subject of insurance and insured risks	PRIMA	OPTIMUM	EXCELENT
<b>MEDICAL EXPENSES INSURANCE</b>			
Medical costs (including repatriation)	100 000 €	200 000 €	300 000 €
- acute dental treatment	150 €/1 tooth/max. 2 teeth	200 €/1 tooth/max. 2 teeth	250 €/1 tooth/max. 2 teeth
- replacement dioptric glasses	150 €	200 €	250 €
- ambulance service costs	20 000 €	20 000 €	20 000 €
- repatriation of remains	10 000 €	10 000 €	10 000 €
- costs in the event of a terrorist attack	30 000 €	40 000 €	50 000 €
- visiting the sick (accommodation and transport costs)	50 €/night, max. 4 nights + travel costs	80 €/night, max. 4 nights + travel costs	100 €/night, max. 4 nights + travel costs
- transport of a child/children under 15 years of age in the case of hospitalisation of the insured person	1000 €	1500 €	2000 €
- Extension of stay (after hospitalisation)	50 €/night, max. 4 nights	80 €/night, max. 4 nights	100 €/night, max. 4 nights
- early return	organization and travel costs up to 300 €/person, 1 200 €/family	organization and travel costs up to 500 €/person, 2 000 € family	organization and travel costs up to 700 €/person, 2 800 € family
- representation on a business trip	x	1000 €	1000 €
<b>LEGAL EXPENSES INSURANCE</b>			
Legal protection	12 000 €	12 000 €	12 000 €
- including bail	5000 €	5000 €	5000 €
<b>OTHER SERVICES</b>			
Transport assistance:			
- Covid assistance	✓	✓	✓
- Irregularity in transport			
- Refund in case of flight cancellation			
Arranging financial assistance	without limit	without limit	without limit
Departure delay	x	x	✓
Technical assistance (only in Slovakia)			
- organising the technical service	x	x	
- removing the cause of the accident			actual cost 100 €
<b>ACCIDENT INSURANCE</b>			
Permanent consequences of the injury	x	10 000 €	20 000 €
Death due to accident	x	5 000 €	10 000 €

LUGGAGE INSURANCE			
Baggage insurance:		1000 €	1500 €
- personal effects - destruction, damage, loss	×	200 €/1 thing	200 €/1 thing
- personal documents - loss, theft	×	350 €	350 €
- theft/theft/, robbery	×	350 €	500 €
- delay in delivery of luggage by the airline	from 24 - 48 hours to 100 € over 48 hours up to 300 €	from 24 - 48 hours to 100 € over 48 hours up to 300 €	from 24 - 48 hours to 100 € over 48 hours up to 300 €
LIABILITY INSURANCE			
Health, death	×	×	150 000 €
Damage, destruction or loss of an item			250 €/1 thing
RIDERS			
Liability for damages			
Health, death	100 000 €	100 000 €	×
Damage, destruction or loss of an item	250 €/1 thing	250 €/1 thing	
Risk sports	✓	✓	✓
Manual work	✓	✓	✓
Trip cancellation (with ticket cancellation insurance included) / ticket / travel service	max. 10 800 €/trip, co-participation 10 %	max. 10 800 €/trip, co-participation 10 %	max. 10 800 €/trip, co-participation 10 %
Non-roadworthy vehicle (Europe geographical area only)	150 €	150 €	150 €
- on-site repair or towing	50 €/night, max. 3 nights or travel costs	80 €/night, max. 3 nights or travel costs	100 €/night, max. 3 nights or travel costs
- accommodation			
Length of insurance	1 - 365/366 days For age over 70 years max 30 days		

Explanatory notes:

- ✓ Coverage packages and the respective benefit limits determined as a fixed amount (in €) or as a % of the sum insured.
- × Uninsured risk or insured object.

#### ARTICLE 4 INSURANCE SUBJECTS

1. Travel insurance covers the natural person named in the insurance policy contract and that:
  - a) a citizen of the Slovak Republic (hereinafter referred to as „SR“), who has a permanent or temporary residence in the territory of the Slovak Republic at the time of conclusion of the insurance contract,
  - b) a citizen of another state who has been issued a residence document for foreigners in the Slovak Republic within the meaning of generally binding legal regulations, or
  - c) a natural person who is compulsorily insured in the territory of the Slovak Republic under generally binding legal regulations or is insured in one of the Member States of the European Union (hereinafter referred to as a „foreigner“).

#### ARTICLE 5 TERRITORIAL VALIDITY

1. The territorial coverage of the travel insurance is specified in the insurance contract. The insurance covers only claims occurring in the territory agreed in the insurance contract, which may be Europe or the World, except for the country of which the insured is a national or in which he/she is covered by public health insurance.
2. Travel insurance is not valid in the territory of a state in which the insured is illegally staying or carrying out work or business activities without a valid permit issued by a state or other authority of that state.
3. In the event of a claim occurring in the territory of a state where the insured is a participant in the public health insurance system or a similar health insurance system, the insurer shall reimburse the beneficiary from the insurance of medical expenses abroad for reasonable and necessary expenses to the extent of the costs of repatriation of the insured's remains or their cremation or burial at the place of the claim, provided that these expenses were incurred with the consent of

the assistance service provider. If such consent has not been given by the assistance service, the insurer shall reimburse the costs only up to the amount for which the repatriation of the remains or their cremation or burial at the place of the claim could have been carried out if they had been organised by the assistance service provider.

#### ARTICLE 6 COMMENCEMENT AND DURATION OF INSURANCE

1. Travel insurance (except for Trip Cancellation insurance) shall commence at the time specified in the insurance contract as the commencement date or the date and time (Central European) specified in the insurance contract as the commencement date.
2. Trip Cancellation Insurance is effective on the day following the day on which the insurance premium has been paid in full, provided that the insurance contract with trip cancellation insurance has been concluded no later than 2 working days after the date of the binding booking of the trip. The trip cancellation shall expire on the date specified in the insurance contract as the start of the insurance as stated in the insurance contract.
3. The day of the binding booking of the tour is considered to be:
  - a) the date indicated on the document confirming the booking of the tour with the tour operator as the date of booking of the tour; or
  - b) the day on which the tour is paid in full or the day on which the first instalment of the tour is paid.
4. In case the dates are different, the day of the booked tour is the earlier day.
5. If the insurance contract was concluded more than 2 working days after the date of the binding booking of the tour, the insurance of cancellation of the booked tour does not apply to such service.
6. The insurance contract is concluded at the moment of its signing by the contracting parties (the policyholder and the insurance company) or in the manner referred to in paragraph 9 and 13.
7. If the day of conclusion of the insurance contract is before the day agreed in the insurance contract (date) as the beginning of the insurance

- ce period and if the premium has been paid before the beginning of the insurance period, the insurance begins at 00:00 on the day agreed in the insurance contract as the beginning of the insurance period.
8. If the day agreed in the insurance contract as the beginning of the insurance period is the same as the day of conclusion of the insurance contract (date and time), the insurance shall begin at the earliest 3 hours after the conclusion of the insurance, provided that the premium has been paid.
  9. The moment of payment of the premium, unless specified below, shall be deemed to be the day and hour of Central European Time when the full premium in the amount prescribed under the insurance contract has been credited to the account of the insurance company. The policyholder shall be obliged to prove to the insurer, at the insurer's request, the date and time of the transfer of the premium from his account to the insurer's account. If the policyholder can prove the date and time of the transfer of the premium from his account to the insurer's account, the insurer shall consider the date of the debit of the premium from the policyholder's account as the time of payment of the premium.
  10. If the insured person was not in the territory of the Slovak Republic at the time of conclusion of the new insurance contract (does not apply to the extension of the insurance period), or is unable to prove this fact, the insurance shall commence on the 5th calendar day after the date of conclusion of the insurance contract. In this case, the insurer will not provide benefits for claims that occur during the waiting period. The waiting period is 5 calendar days from the date of conclusion of the travel insurance. The waiting period does not apply if the new insurance contract ensures continuity of the insured's insurance cover with the insurance company, i.e. if the new insurance contract is directly related to another travel insurance contract concluded with the insurance company.
  11. Travel insurance is taken out for the period specified in the insurance contract.
  12. In case of the need to extend the stay beyond the period originally agreed in the insurance contract, the insurance company may extend the insurance period at the request of the policyholder, if the stay abroad is immediately related to the original insurance period, provided that the written or electronic request is received by the insurance company no later than 1 day before the end of the original insurance period.
  13. In case of conclusion of an insurance contract remotely (i.e. The acceptance of the proposal for conclusion of the insurance contract shall be understood as the payment of the premium in the amount specified in the proposal of the insurance contract within fifteen calendar days from the date of submission of the proposal of the insurance contract to the policyholder by means of remote communication (payment of the premium shall be understood as crediting the premium in the amount specified in the insurance contract to the bank account of the insurance company)), otherwise the validity of the proposal of the insurance contract shall expire upon expiration of this period and the insurance shall not arise. In the case of conclusion of an insurance contract at a distance - by payment of the premium, the insurance shall commence on the date specified in the insurance contract, provided that the payment of the premium is credited in full to the insurance company's account within the time limit specified in the first sentence of this paragraph. If the date of commencement of insurance specified in the insurance contract precedes the date of conclusion of the insurance contract (payment of the premium), the parties agree that the rights and obligations of the parties shall be governed by the provisions of the insurance contract and the insurance subprerequisites specified therein in the period from the commencement of insurance until the conclusion of the insurance contract (payment of the premium) (Preliminary Insurance Coverage). For the avoidance of doubt, the insurer shall not be obliged to indemnify for a loss event which the policyholder or the insured knew, should have known or could have known at the time of the application for the conclusion of the insurance contract that it had already occurred and the insurer shall not be entitled to a premium for the period up to the conclusion of the insurance contract if it knew, should have known or could have known at the time of the application of the conclusion of the insurance contract that the loss event could not have occurred.
  14. In the case of conclusion of an insurance contract at a distance, if the premium or the instalment of the premium in the amount specified in the draft insurance contract is not credited to the bank account of the insurance company within the time limits referred to in paragraph 13, the validity of the submitted draft insurance contract shall lapse and the insurance contract shall not come into existence. Any late payment of the premium shall not affect the formation of the insurance and shall not be deemed to constitute acceptance of the draft insurance contract and the insurance shall not be formed.

## **ARTICLE 7**

### **CHANGE AND TERMINATION OF INSURANCE**

1. The insurance contract may be changed by written agreement between the policyholder and the insurer.
2. The insurance ends at 24:00 CET on the date agreed in the insurance contract as the end of the insurance period, except for the Trip Cancellation insurance, which ends on the date specified in the insurance contract as the beginning of the insurance period.
3. The travel insurance will lapse:
  - a) non-payment of insurance premiums under the CC,
  - b) the expiry of the insurance period agreed in the insurance contract, i.e. the expiry of the date specified in the insurance contract as the end of the insurance, except for the Trip Cancellation insurance. Trip cancellation expires at the moment at which the stay/tour is due to start,
  - c) by written notice from one of the contracting parties within two months from the date of conclusion of the insurance contract; the notice period shall be eight days and shall commence on the zero hour of the day following the day of delivery of the notice to the other contracting party; on expiry of the notice period the insurance shall lapse, while the insurer shall be entitled to a pro-rata part of the premium corresponding to the duration of the insurance,
  - d) if the premium for the annual travel insurance has not been paid within three months of the due date,
  - e) if there is no longer a possibility that a claim will occur,
  - f) by notice given by one of the parties within one month of the date on which the insurance benefit is provided or refused, the notice period being eight days and commencing at the zero hour of the day following the day on which the notice is delivered to the other party to the contracting party. Upon expiry of the notice period, the insurance shall terminate and the insurer shall be entitled to a pro-rata portion of the premium corresponding to the duration of the insurance,
  - g) if the policyholder and the insurer agree on the termination of the annual travel insurance contract also during the insurance period, in which case the policyholder is entitled to payment of the so-called unearned premium, i.e. the premium for the number of months by which the validity of the insurance is shortened, with each month of the validity of the insurance, even if started, being counted as a full month. The insurer shall have the right to reduce the amount of the unearned premium by the costs incurred in cancelling the insurance,
  - h) if the policyholder is a consumer, he/she is entitled to withdraw from the insurance concluded by means of distance communication without giving any reason by written notice of withdrawal within 14 days from the date of conclusion of the insurance contract or from the delivery of information pursuant to Section 4(7)

of Act No. 266/2005 Coll. on Consumer Protection in Distance Financial Services and on Amendments and Additions to Certain Acts, as amended (hereinafter referred to as the „CPA“). If the consumer exercises his/her right to withdraw from an insurance contract concluded by means of distance communication, the insurance company shall be entitled to the insurance premium until the date of delivery of the written withdrawal from the insurance contract if the consumer has expressed his/her prior consent in the insurance contract to the provision of insurance protection as of the date indicated in the insurance contract as the beginning of the insurance. The consumer shall not have the right of withdrawal in cases under Article 5(5)(b) and (c) of the Consumer Protection Law.

## **ARTICLE 8 INSURANCE**

1. The policyholder is obliged to pay the premium in one lump sum for the entire agreed insurance period.
2. The premium is set for a maximum of one year, i.e. 365 or 366 days in the case of a leap year. The amount of the premium is specified in the insurance contract and is set according to the current insurance company's tariff.
3. If the policyholder is in default in the payment of the premium, he is obliged to pay the insurer interest for each day of delay in accordance with generally binding legislation.
4. If the insurance contract is cancelled before the insurance begins, the insurer will refund the premium paid to the policyholder. The premium is not refunded for the Trip Cancellation insurance. If the insured returns from abroad before the expiry of the agreed insurance period, the insurance company will not refund the premium paid.
5. The insurance is subject to insurance tax pursuant to Act No. 213/2018 Z. z. on insurance tax and on amendments and supplements to certain acts.
6. The insurance company has the right to unilaterally adjust the amount of the premium for a serious objective reason in the case of an insurance contract concluded for a definite period of time for the following insurance period, while it is obliged to inform the policyholder of this fact in writing. If the policyholder does not agree with the change of the premium amount, he/she is entitled to terminate the insurance contract with immediate effect free of charge (the insurer's right to payment of the premium remains unaffected). The policyholder's right to terminate the insurance contract shall expire upon payment of the premium in the amount adjusted by the insurer, but no later than on the first day of the insurance period to which the unilateral adjustment of the premium applies.
7. The insurer shall inform the policyholder in writing of the policyholder's rights and obligations under paragraph 6 in the notice of unilateral change in the amount of the premium.

## **ARTICLE 9 INSURANCE BENEFITS**

1. In the event of an insured event, the insurer will pay the insurance claim up to the limit of indemnity specified in Table 1.
2. The insurance company is obliged to provide insurance benefits in the event of an insured event occurring during the term of the insurance.
3. The insurer is not obliged to pay the claim if the insured or the policyholder acknowledges the whole or any part of the claim to a third party without the prior consent of the assistance service.
4. The insurance company shall enter into the rights and actions of the insured persons against liable third parties up to the amounts paid on the basis of the provisions of the insurance contract.
5. All claims arising from one or more related causes shall be treated as a single insured event.

6. The insurance company shall pay the insured the insurance benefit in the euro currency. Conversion of other currency into euro currency shall be carried out according to the exchange rate list of the European Central Bank valid on the date of the occurrence of the insured event. If the insured is a foreigner, he/she may request that the indemnity be transferred to an account held abroad. In this case, the insured is obliged to provide the necessary identifiers for crediting the benefit to his/her bank account, otherwise the insurer is not obliged to pay in this way.
7. The insurance benefit is payable within 15 days after the end of the examination necessary to determine the extent of the insurer's obligation to pay.
8. The insurance company's investigation necessary to determine the reason for and extent of indemnity cannot be concluded by the insurance company's decision to grant or refuse indemnity, prior to the delivery of a decision issued by the law enforcement authorities, fire brigade, etc., in the event that the proof of the cause of the damage or the determination of the person responsible for the damage depends on the outcome of the investigation conducted by the law enforcement authorities or fire brigade.
9. If the investigation cannot be completed within 1 month of the notification of the incident, the insurer is obliged to provide the insured with a reasonable advance payment upon written request.
10. The insurer has the right to reduce the insurance benefit by the premium due.
11. If the insurer learns after the claim has occurred that the cause of the claim is due to a matter which it could not have discovered when the insurance was being arranged and which was material to the conclusion of the contract because of knowing, false or incomplete answers, it is entitled to refuse to pay the insurance benefit under the insurance contract. Refusal of the insurance benefit shall terminate the insurance.
12. In the event that disproportionate costs are claimed, the insurer is entitled to reduce the insurance benefit accordingly.

## **ARTICLE 10 EXCLUSIONS FROM INSURANCE**

1. In addition to the general exclusions set out in this article, performance is also excluded in individual articles of the GTC TI 2023 or arising from legal regulations.
2. Insurance does not cover:
  - a) damage caused by intentional acts of the insured/policyholder or a person close to them,
  - b) damage caused by gross negligence, wilful misconduct, failure to provide assistance,
  - c) damage which could reasonably have been foreseen or known to occur when the insurance contract was concluded,
  - d) damage arising out of and/or causally connected with a journey undertaken by the insured after the Ministry of Foreign Affairs of the Slovak Republic has officially declared that it does not recommend citizens to travel or pass through a state or area where there is a heightened danger (internal unrest, any state of war, natural disaster or repressive interventions of state authorities),
  - e) damage caused by nuclear energy, ionising radiation or radioactivity contamination,
  - f) damage in connection with the possession and use of weapons, ammunition, pyrotechnics or explosives,
  - g) damage in direct or indirect connection with war (whether or not declared), war conflicts and war-like events, invasion, actions of foreign enemies, civil war, rebellion, revolution, insurrection, war powers, confiscation, nationalization, seizure or destruction of or damage to property by or under the orders of the government, state or local authorities, strikes, or strikes,
  - h) damage caused by sabotage,

- i) damage caused as a result of acts of terrorism, unless the GTC TI 2023 provided otherwise,
  - j) damage as a result of suicide, suicide attempt and deliberate self-harm, their consequences and complications,
  - k) damage caused in direct connection with the ingestion of narcotics and other narcotic or psychotropic substances by the insured,
  - l) chemical or biological contamination,
  - m) epidemics, pandemics,
  - n) damage caused by driving a motor vehicle, which are covered by Motor Third-Party Liability Insurance and/or Motor-Hull Insurance.
3. Unless otherwise agreed in the insurance contract, the insurance does not cover:
- a) trips and stays on which the insured performs risky sports and activities,
  - b) manual work.

## **ARTICLE 11 TRAVEL INSURANCE CERTIFICATE**

The insurance certificate issued to the insured by the insurance company serves as a proof of insurance, which enables the insured to contact the assistance service and transport assistance in the event of a claim requiring such contact. The loss or theft of this certificate must be reported by the insured to the insurer, which is entitled to issue a replacement certificate.

## **ARTICLE 12 DEDUCTIBLE**

1. The insured shall share in the insurance benefit by the deductible agreed in the insurance contract. The insurer shall deduct the amount of the deductible from the total amount of the insurance benefit to which the insured is entitled, according to all the terms of the insurance contract. If the total amount of the insurance benefit does not exceed the agreed deductible, the insurance company shall not cover the insurance benefit. If agreed in the insurance contract, the deductible may be negotiated in two ways:
  - a) the amount of the chosen percentage of the total amount of the loss (percentage excess) or
  - b) by setting a minimum amount of participation in domestic currency.
2. The insurer deducts the deductible from the insurance claim for each claim:
  - a) the deductible under paragraph 1(a) expressed in domestic currency if the deductible so calculated is higher than the deductible under paragraph 1(b) or,
  - b) the co-participation referred to in paragraph 1(b) if it is higher than the co-participation referred to in point (a) expressed in domestic currency.
3. If one claim is reported but the nature of the damage indicates that there are two or more claims, the insurer will deduct the excess from each claim.

## **ARTICLE 13 OBLIGATIONS OF THE POLICYHOLDER AND THE INSURED**

1. The policyholder and the insured are in obliged to:
  - a) for immediate assistance, immediately contact a roadside assistance service or roadside assistance available 24 hours a day and follow their instructions,
  - b) to answer truthfully and completely all written questions from the insurer concerning the insurance or the claim under negotiation,
  - c) at the request of the insurance company, produce a document proving the moment of payment of the premium,
  - d) notify the insurer in writing without undue delay of any change to the data specified in the contract,
  - e) to ensure that the claim does not occur, to comply with generally

binding legal regulations and the obligations laid down in the GTC TI 2023,

- f) take all possible measures to prevent the occurrence of damage or to mitigate its consequences,
  - g) at the request of the insurer, credibly prove that at the time of the negotiation the insurance policy was taken out in the territory of the Slovak Republic,
  - h) adhere to the treatment regimen prescribed by the doctor, in particular respect the doctor's instructions for treatment, do nothing that could impede or slow down recovery, and cooperate with the insurer in monitoring the treatment process,
  - i) at the request and expense of the insurer, to undergo an examination or examinations by a doctor or doctors or in a medical facility designated by the insurer or the assistance service itself; until the obligation is fulfilled, the insurer shall not provide insurance benefits,
  - j) at the request of the insurer or the assistance service and the transport assistance, to release a third party (in particular the attending physician) from confidentiality of the facts related to the claim,
  - k) to allow the insurer to intervene in the rights and actions of the insured persons against liable third parties up to the amounts paid under the provisions of the contract of indemnity.
2. The insured and the policyholder are obliged to proceed as follows in the event of a claim (this also applies to the beneficiary who has the right to the insurance benefit):
    - a) immediately contact and notify the assistance service of the causes and circumstances of the damage event and take the necessary and expedient measures to prevent the damage from escalating as far as possible,
    - b) within 30 calendar days of the occurrence of the claim, to notify the insurer in writing on the prescribed form: 'Notification of a claim' and, at the insurer's request, submit all other documents necessary for the determination of the extent of the insurance indemnity,
    - c) to submit to the insurance company a document (a ticket, passport, proof of accommodation, or other reliable document) on the basis of which it is possible to clearly prove the date of crossing the state border of the homeland to a foreign country or the last stay in the homeland,
    - d) to provide the insurer with photographic documentation (which may also be taken by the insurer) proving the damage event,
    - e) report without delay to the police authorities of the country concerned a claim arising from circumstances giving rise to suspicion of a criminal offence or attempted criminal offence, if the damage caused is more than EUR 100, and request a police report,
    - f) ensure that all information is truthful and unbiased and that no information relating to the claim is withheld,
    - g) to provide all explanations, to cooperate in the investigation of the causes and extent of the claim and to submit to the insurer the required documents necessary for its liquidation,
    - h) submit documents/documents in Slovak language to the insurer. If the document is issued in a foreign language other than English, French, German, Spanish, Russian or Czech, to provide, at the request of the insurance company, the original and the corresponding official translation into Slovak, which the policyholder or other person claiming the right to insurance benefit shall provide at his/her own expense and shall allow for the acquisition of a copy thereof,
    - i) the insured person is obliged to apply to his/her health insurer for reimbursement of the costs that can be claimed from the European Health Insurance Card (EHIC) and to show the relevant documents to the insurer, even retrospectively,
    - j) immediately notify the insurer of other insurers with which the insured has an insurance contract against the same or similar risks, including the limits of indemnity specified in the insurance contracts.

3. When engaging in any sporting activity, the Insured shall observe the relevant safety precautions, including the use of pre-written or appropriate protective equipment and equipment necessary for the safe performance of such activity, in the country concerned.
4. The provisions of paragraphs 1 to 3 shall not affect the other obligations of the policyholder, the insured or the beneficiary as set out in GTC TI 2023.
5. If a knowing breach of the obligations arising from the contractual agreement, statutory provisions or GTC TI 2023 had a significant impact on the occurrence of a claim or on the increase of the extent of the consequences of a claim, the insurer is entitled to reduce the insurance benefit according to the impact of the breach on the extent of the insurer's obligation to pay.

#### **ARTICLE 14 OBLIGATIONS AND POWERS OF THE INSURER**

1. The insurance company is obliged to:
  - a) to comply with the obligations arising from the insurance contract, generally binding legal regulations and GTC TI 2023,
  - b) maintain confidentiality of the facts relating to the insurance and of the facts which have come to his knowledge during the conclusion of the insurance contract, its administration or the settlement of insurance claims. Information about the health condition of the insured which comes to the knowledge of the insurer in connection with the insurance may be used by the insurer only for its own use or for the use of the assistance service and traffic assistance.
2. Upon notification of a claim, the insurer is obliged to carry out the investigation necessary to determine the extent of the insurer's obligation to pay without undue delay and to pay the insurance benefit, if a claim has arisen, within the time limit set out in the CC.
3. The insurer undertakes to use all information obtained solely for the purposes of the insurance relationship.

#### **ARTICLE 15 ASSISTANCE SERVICE**

1. The assistance service is available 24 hours a day, and the entitled person is obliged to request assistance without delay via the telephone number +421 268 20 20 60. The assistance service provides communication in Slovak, Czech and English.
2. The insurance company will provide through the assistance service provider:
  - a) mediation of the services of a doctor and admission to a medical facility,
  - b) the organisation of the insured person's cremation in the State where the insured person died or repatriation,
  - c) reimbursement by the insurer of the costs of necessary telephone calls made by the insured or other persons to the assistance service, related to the claim or other services provided by the insurer,
  - d) information in case of sudden illness or accident of the insured person, his/her state of health and the course of treatment abroad to the person designated by the insured person,
  - e) professional assistance to the insured in obtaining replacement travel documents in case of loss or theft,
  - f) reimbursement of the reasonable costs of transporting the insured person from the place of stay abroad to the nearest embassy and back for the purpose of arranging replacement travel documents, as well as the costs of issuing new travel documents. In the event that they have been lost, stolen or destroyed, up to the sub-limit set in the limit of indemnity for medical expenses abroad.

#### **ARTICLE 16 TRANSPORT ASSISTANCE PROVIDER**

Traffic assistance provider is available 24 hours a day to the entitled person, who is obliged to request assistance without delay via the telephone number +421 220 570 546. Transport assistance will provide assistance and services as required in the event of irregularities in air, rail, bus transport and refund in the event of flight cancellation. Transport assistance also provides 24/7 Covid assistance from departure and return destinations. Covid assistance provides up-to-date information and rules for travelling out of the country regarding travel restrictions related to Covid-19, such as the obligation to take a test upon entering the country, quarantine, wearing of veils, etc. If a test is mandatory, the line assistant will offer the insured the option of using one of Click2Claim Ltd.'s contracted testing partners (do-right assistance). He will arrange the booking of the test with regard to the time (date of departure to the destination) and the insured's place of residence.

#### **PART II MEDICAL EXPENSES INSURANCE**

#### **ARTICLE 17 SUBJECT OF INSURANCE**

1. The subject matter of the insurance covers the reimbursement of expenses reasonably incurred in in:
  - a) treatment of the insured abroad as a result of an acute illness or accident during the period of insurance. This is treatment that is medically necessary and urgent to stabilise the insured's condition so that he/she is able to continue the journey, be transferred to a medical facility or back to his/her home country.
  - b) costs in connection with the death of the insured abroad, which occurred during the period of insurance as a result of acute illness or accident of the insured abroad, if the incurrence of such costs is connected with the obligation of the insurer to provide insurance benefits.
2. If the insured becomes acutely ill or suffers an accident, the insurer shall reimburse or pay for the reasonable expenses reasonably incurred by the insured for:
  - a) the necessary medical operations referred to in paragraph 1(a),
  - b) hospitalization of the Insured in a medical facility/hospital room, whereby the right to the insurance benefit ceases from the moment when the Insured is able to be transported to his/her home country,
  - c) arranging transport to another medical facility if this is necessary due to the insured person's state of health,
  - d) medicines purchased with a doctor's prescription (medicines are not considered to be nutritional, strengthening or vitamin preparations, even if prescribed by a doctor and containing medicinal substances, or preventive, addictive or cosmetic preparations),
  - e) rental of artificial limbs, crutches, wheelchairs and others prescription medical devices and supplies,
  - f) dental treatment for sudden acute conditions to relieve pain, (to the extent of simple fillings or extractions for acute pain and for simple repairs of dentures due to damage during a stay abroad), including the cost of medicines prescribed in connection with the abovementioned procedures,
  - g) replacement dioptric glasses prescribed by a doctor if they have been damaged (in an accident),
  - h) treatment for complications of pregnancy occurring before the end of the 24th week of pregnancy, except for complications occurring in the context of an at-risk pregnancy,
  - i) ambulance service or taxi service for transport to and from the nearest medical facility to the place of accommodation in the garden (in case of inability to walk), or for transport of the Insured to the medical facility nearest to his/her place of residence in

the garden, which is able to provide the necessary medical care, and for transport from such medical facility back to the Insured's place of residence abroad, if the Insured is unable to use a public means of transport for objective reasons.

3. If, as a result of a claim event, the insured's state of health is such that, even on the last day of the agreed insurance period, the decision of the attending physician does not allow the insured to return to his/her home country, the insured may, with the consent of the insurance company, have the insurance extended by concluding a new insurance contract by means of remote communication in accordance with Article 6(13) and (14), and, if necessary, also for another insured person. This insurance may be extended until the date on which the insured is able to return to his home country, but for a maximum period of 6 weeks.

#### ARTICLE 18 COSTS OF THE AMBULANCE SERVICE

1. The medical expenses insurance also covers the reimbursement of the costs of the intervention of the emergency medical services in the territory outside the Slovak Republic. The insurance covers the costs necessarily incurred in direct causal connection with the rescue of the insured in a situation threatening his/her life or health. In the same way in the event of the death of the insured person and his/her remains. These are costs billed to the rescue service according to the applicable price lists, which the insured is obliged to pay according to the legislation and are not covered by the public health insurance.
2. The insurance does not cover the costs of:
  - a) damage caused by intentional misuse of the rescue,
  - b) damages which have occurred to endanger the life or health of the insured as a result of his gross negligence or wilful misconduct in contravention of the instructions of the rescue service and other regulations and guidelines,
  - c) damages caused by insured persons moving in a cave environment that is not open to the public, including the route between the entrance to the cave and the marked hiking trail,
  - d) damages arising in connection with the operation of winter sports on marked ski slopes (first aid, transport of the insured to the place of medical care), which are provided by and the responsibility of the ski slope operator in accordance with the law on medical care in the given territory,
  - e) rescue in connection with the movement of the insured in mountainous terrain, if the 4th or higher degree of avalanche danger or other danger has been declared,
  - f) fines or penalties imposed on the insured.

#### ARTICLE 19 COSTS IN THE EVENT OF A TERRORIST ATTACK

1. Medical expenses insurance also covers the reimbursement of expenses in connection with the death of or damage to the insured's health caused by an act of terrorism.
2. If the Ministry of Foreign Affairs of the Slovak Republic announces that a terrorist attack is expected in a given country (area, region) or that they do not recommend travelling to a given country (area, region) (hereinafter referred to as „countries at risk“) and the Insured nevertheless travels to or from the country at risk, in which the Insured is at the time of the notification, the Insured does not immediately travel, although the circumstances allow him/her to do so, and the Insured suffers injury to life or health in connection with the terrorist act, the Insured shall not be entitled to the insurance benefit.
3. In the event that as a result of a terrorist attack it is impossible to provide assistance in a given area, the incurred medical expenses for which the insured is entitled to reimbursement shall be reimbursed by the insurer upon surrender of the original documents after the return from the insured's trip or stay.

#### ARTICLE 20 REPATRIATION, ACCOMPANIMENT AND ASSISTANCE PROVIDED

1. If the insured **becomes acutely ill or suffers an accident, the** insurer shall reimburse or pay on behalf of the insured the reasonable expenses reasonably incurred for:
  - a) transport (repatriation) of the insured from abroad back to his/her home country as soon as the insured's health condition permits, provided that the insured is unable to use the originally planned mode of transport due to the damage event, while the insurance company reserves the right to decide on the mode of transport on the basis of the recommendation of the attending physician,
  - b) transport of one accompanying person during repatriation of the insured person if an escort is medically necessary.
2. **Transportation of** one person from home to abroad and back for the purpose of arranging the insured's return to home, if accompaniment is necessary as a result of a claim under the medical expenses insurance.
3. **In the event of the insured's death, the** insurer shall pay the reasonably incurred costs of:
  - a) transport (repatriation) of the insured's remains to the insured's home country, or cremation of the remains and their transportation from the place of death to the place of burial of the remains in the insured's home country; including necessary incidental expenses in connection with the repatriation.
  - b) cremation of the insured person in the country where the insured person died.
4. In order to expedite the **transfer of the remains** of the deceased, the necessary for the loved one to submit to the insurer as soon as possible:
  - a) death certificate and medical certificate of cause of death,
  - b) birth certificate,
  - c) marriage certificate or death certificate of spouse,
  - d) confirmation from the funeral home of the subsequent cremation,
  - e) in the event of an accident, the documents needed to specify the cause of death.
5. **Repatriation, escort and other related services** must be with the consent of the attending physician to pre-approve the assisting service.
6. **Visiting a sick person,** if the insured person's health condition is so serious that it requires a medical stay in a medical institution for more than 10 days, and it is not possible to transport the insured person to his/her home country, then the insurance company will pay for one person to visit him/her. The cost of the travel (fuel of the used motor vehicle, travel tickets, tourist class airfare) as well as accommodation for a maximum of 4 nights up to the cost of the selected insurance package. The claim for the insurance benefit is subject to the presentation of documents in the amount of 80 % of the proven costs up to the maximum amount shown in Table 1. If the assistance service has not given its written consent to visit the insured, the costs of such a trip will not be reimbursed by the insurer.
7. **Transportation of the child,** if due to illness or accident or death of the insured, the child under 15 years of age is left unattended abroad, the insurer will pay for one person to accompany the child to the home country for the return journey. If there is no such person, the assistance service shall arrange for the safe transport of the child to his/her home country and shall pay the travel costs involved.
8. **Extension of stay,** if after hospitalization (hospital stay) the insured is not able to travel back home on the original date and on his/her own (in medically justified cases, transport obstacles, etc.), the assistance service will arrange and cover the cost of accommodation for the insured for a maximum of 4 nights according to the selected package. This cost will also be reimbursed for one family member who accompanies the insured person to his/her home country. In the case of a foreigner, neither the insurance company nor the assistance service is obliged to arrange the transport and will cover the costs up to the amount they would have been in the case of transport to the territory of the Slovak Republic.

9. **Early return is understood to mean that in the event of** death or sudden medically documented threat to the life of the insured/companion of the insured, this event occurring during the stay abroad, the assistance service will arrange repatriation to the home country at the request of the insured/companion of the insured.
10. **Representation during a business trip, if** the insured person is unable to complete the purpose of the business trip during the foreign stay due to an emergency hospitalisation, his/her sending organisation may entrust another employee to represent him/her. In such a case, the insurer shall reimburse the necessary travel expenses for the substitute worker.

## **ARTICLE 21 INSURANCE BENEFITS**

1. In the event of a claim, the insurer will pay the claim up to the limit of indemnity specified in Table 1.
2. If the insured person does not have an agreement to receive medical assistance from an assistance service, then the insurer will only cover the costs up to EUR 150.
3. In the event of an insured event, the right to claim does not arise in the case of medical expenses for costs incurred in the territory of:
  - a) SR,
  - b) the state where the insured person who is a foreigner has permanent residence or citizenship. In the event of a claim occurring in the territory of a state where the insured is a participant in the public health insurance system or a similar health insurance system, the insurer shall reimburse the insured under the medical expenses insurance only for the costs within the scope of Article 5(3) of GTC TI 2023.
4. Right to insurance benefits arising from other insurances is transferred in full to the insurer up to the amount of the benefit paid to the insured.
5. The insurance benefit shall be provided by the insurer to the beneficiary or another person who has demonstrably incurred the relevant costs for the treatment provided to the insured abroad.
6. In the event that the insured or the beneficiary receives compensation from a third party for damages or costs related to the claim, the insurer is entitled to reduce the insurance benefit by the amount of such compensation.
7. The insurer shall provide insurance indemnity only up to the amount of the costs actually incurred, but not more than the agreed limit of insurance indemnity specified in Table 1 or the agreed sub-limit.
8. If the insured has paid the costs of treatment abroad and the drawdown has been approved by the insurer, he/she is obliged to submit original documents and bills to the insurer within 14 working days after returning to the territory of the state of his/her permanent residence or nationality from the date of reporting the claim to the insurer. The insurer shall reimburse the costs incurred on the basis of these documents, up to a maximum of the agreed insurance limit specified in Table 1, in euro.

## **ARTICLE 22 EXCLUSIONS FROM INSURANCE**

1. In addition to the exclusions listed in Article 10 and Article 19(2) of GTC TI 2023, the insurer will not provide insurance benefits for:
  - a) no medical operation and treatment that was not medically necessary, urgent, non-acute because the insured could have returned to his/her home country without delay after the diagnosis or after the necessary treatment,
  - b) any treatment, medical act or cure, the reason for which is an aggravation of a medical condition existing at the time of the conclusion of the insurance contract, if such aggravation was foreseeable or the performance of which was foreseeable due to the insured's medical condition at the time of the conclusion of the insurance contract, with the exception of the provision of necessary

- ry and/or urgent treatment and acts that are necessary to avert an imminent threat to the life or health of the insured,
  - c) medicines for diseases known before the start of the insurance,
  - d) repatriation without prior approval of the assistance service,
  - e) psychiatric treatment (the first occurrence of the disease is covered),
  - f) physiotherapy, acupuncture, homeopathy or other alternative treatment,
  - g) medical treatment as a result of alcohol, substance abuse or a psychotropic substance that has not been dispensed on prescription,
  - h) vaccinations not related to essential treatment or necessary treatment,
  - i) Dental and sledge treatments of any kind, except for the first treatment based on an acute pain condition,
  - j) Preventive, routine or follow-up examinations,
  - k) contact lenses,
  - l) subsequent treatment that could be carried out in the home country and the insured person's state of health and the related transport allowed it,
  - m) increased costs caused by the insured person's refusal to agree to the transfer, while his or her health condition allowed it,
  - n) medical expenses incurred in the visited country which are covered by a health or similar insurance policy under which the insured person is compulsorily insured or which the insured person has taken out in that country.
2. Costs are excluded from the insurance cover if they would be incurred in connection with/with:
    - a) damage as a result of a conscious and gross violation of safety, generally applicable laws, regulations and guidelines of the country where the insured person is a participant in the public health or similar insurance system,
    - b) sexually transmitted diseases, diseases from loss of immunity (AIDS) if the insured has been diagnosed as a carrier of HIV,
    - c) abortion, miscarriage or childbirth with the exception of cases threatening the insured's health and life, by treating infertility or sterility,
    - d) removing cosmetic defects and physical anomalies,
    - e) issuing medical reports and attestations for the attending staff,
    - f) the consequences of failing to comply with compulsory vaccination when travelling abroad,
    - g) staying in spas, sanatoriums, health resorts and similar facilities for the purpose of medical and rehabilitation procedures, psycho-analytic and psychotherapeutic care,
    - h) the cost of the insured person's funeral in his/her home country after transport from abroad.

## **ARTICLE 23 OBLIGATIONS OF THE INSURED**

1. In addition to the provisions in Article 13 of GTC TI 2023, the insured is obliged to:
  - a) contact the assistance service in any case, even when they need advice or assistance in seeking medical treatment,
  - b) present the European Health Insurance Card (EHIC) and proof of insurance when you are admitted to a healthcare facility; in this case, the insurer will pay the costs of the treatment in the healthcare facility through the assistance service,
  - c) for payments related to outpatient treatment, pay on the spot and submit the evidence of these payments, together with the medical report and diagnosis, to the insurer upon your return home,
  - d) in case of outpatient treatment, if in financial distress, to contact the assistance service immediately in order to secure reimbursement of the costs of treatment and to present proof of public health insurance and proof of insurance at the health care facility.
2. The insured is obliged to prove all the costs to be covered by the

insurance company from the agreed insurance and to hand over to the insurance company the originals of the relevant documents, if available, upon his/her return to the home country. If the original documents have been requested by the health insurance company or another insurance company, the insurance company shall also provide the insurance benefit on the basis of their copies, upon presentation of a confirmation of receipt of the original documents by the other entity, if such confirmation has been or is being issued by the entity.

2. Other obligations and consequences of breach of obligations may arise from the provisions of the insurance contract, provisions of the insurance conditions relating to the insurance and legal regulations.

### PART III INSURANCE OF OTHER SERVICES

#### ARTICLE 24 OTHER SERVICES

If the insured is entitled to a claim under this insurance, the transport Assistance will provide the following services and assistance as needed.

1. **Transport assistance** includes irregularities in transport and refund in case of flight cancellation:

- 1.1 **Irregularity in air transport** (hereinafter referred to as „air irregularity“) means:

- a) flight delay of more than 3 hours,
- b) missed connecting flight due to flight delay,
- c) cancelled flight,
- d) denied boarding,
- e) downgrading,

while the air irregularity also includes assistance with baggage problems at the airport.

- 1.2 **Irregularity in rail transport** (hereinafter referred to as „rail irregularity“) means a delay of more than 60 minutes, with a fare of more than EUR 4.

- 1.3 **Irregularity in bus transport** (hereinafter referred to as „bus irregularity“) means:

- a) the service is more than 90 minutes late and the route length must be at least 250 km,
- b) cancellation or delay of more than 120 minutes.

- 1.4 **Refund in case of flight cancellation** is an assistance to the Insured consisting in securing a financial refund in the form of a voucher issued by the airline, which will be prepared according to the Insured's requirements. In any case, the insurance benefit of the refund in the event of cancellation of the flight and cancellation of the trip cannot occur at the same time.

Order of refund methods in case of cancellation by the airline:

- a) reimbursement of the purchase price of the ticket within 7 days,
- b) rerouting of the ticket at the next available option/opportunity for comparable transport conditions,
- c) rerouting of the ticket at comparable transport conditions to the final destination at a later date according to the passenger's/policyholder's wish/choice, subject to availability of seats.

- 1.5 **Transport assistance provider** provides services in the event of air, rail and bus irregularities and refunds in the event of flight cancellations, including: telephone consultation, in particular the provision of the necessary information on the rights of the insured in the current situation, on the spot.

- 1.6 In addition to the mentioned services in paragraph 1.5, if the Insured wishes, it is possible for the Insured to agree with the Transport Assistance Provider:

- a) in the form of a special agreement for the Transport Assistance Provider to assert on behalf of the Insured, in the

event of an air irregularity, its claim for compensation against the air carrier on the terms and conditions agreed by the Insurer with the Transport Assistance Provider for its clients.

2. **The financial assistance** is provided through the assistance service provider in such a way that the financial cash will be provided by the assistance service in the form of a loan to the Insured through the online payment service Western Union in the local currency of the country in which the Insured is located, through a Western Union branch agreed in advance by the Insured, in the following cases:

- a) the theft, destruction or loss of the insured's luggage,
- b) the need to post a bond in connection with an violation of the laws of the country,
- c) emergencies.

3. **Departure assistance** is provided through the Departure Assistance Service. The subject of the insurance is the reimbursement of the extra costs of transport in economy class in the event that the insured misses the departure of the planned means of transport from abroad back to his/her home country due to:

- a) a motor vehicle or train accident in which the insured is travelling to the place of departure of the intended means of transport,
- b) extraordinary cancellation, curtailment or unannounced pre-cancellation of public transport lines.

4. **Technical assistance** is provided through the assistance service provider:

- a) in the event of a technical accident in the assisted household or non-residential premises belonging to the dwelling, organise and arrange for the arrival of the service provider's technical emergency service to the location of the assisted household and organise the work leading to the elimination of the cause of the technical accident. Costs and materials in excess of this limit shall not be covered by the insurance and shall be borne by the beneficiary out of his/her own resources. The intervention can only be carried out in the Slovak Republic and only during the Insured's stay abroad.
- b) for works, the organisation or payment of which is the subject of the insurance claim, include the following activities/professions: plumbing work, electrical work, glazing work, heating work and gas work.

- 4.1 The duty of the insured of technical assistance is:

- a) to entrust, at his discretion, a selected person who, in the event of a technical emergency, will allow the technical emergency service workers to enter the assisted household and will be present during the intervention of the technical emergency service worker,
- b) do everything possible to reduce the damage and its consequences, e.g. shut off the water supply, gas supply, emergency securing of holes, etc. Without undue delay, report the occurrence of the damage event to the insurance company's assistance service and inform the staff of the name, surname of the insured/entitled person, insurance number, address of the assisted household, contact telephone number of the insured or the person authorised by the insured and a brief description of the damage event or the problem arising; in the event of violation of the obligations of this article, the insurance company is entitled to reduce or refuse the insurance benefit proportionally.

- 4.2 Technical assistance insurance does not include:

- a) payment for services and works ordered by the insured or his/her authorised person without the prior consent of the assistance service,
- b) routine repairs, maintenance or preventive repairs,
- c) the elimination of damage caused by the fault of a third party not unauthorised, unlawful or unauthorised interference,

- d) repairs and actions recommended by the insurer after previous intervention or measures which the insured has failed to ensure and therefore repeatedly claims for insurance benefits of the same or similar nature,
  - e) utility and energy distribution systems that are not part of the assisted households,
  - f) reimbursement for work falling within the statutory obligations of the insured,
  - g) recovery from the consequences of a technical accident caused by a person who uses the assisted household with the consent of the insured during his absence,
  - h) the damage caused by this technical accident.
- 4.3 The insurance does not cover payment for any works or services ordered by the insured without the consent of the assistance service. Nor does the insurance cover damage to non-residential premises belonging to the apartment building. In order to receive the benefit, the insured is obliged to secure access from the abandoned assisted living facility, for example by means of a contact person with keys.
- 4.4 If the technical accident is the result of negligent maintenance or the result of a significantly inadequate technical condition, the insurer is entitled to reduce or refuse the insurance benefit.

## PART IV ACCIDENT INSURANCE

### ARTICLE 25 SUBJECT OF INSURANCE

1. If the insured suffers an accident abroad, the insurer will provide the insurance benefit in full.  
not if the insurance contract so stipulates, for:
  - a) permanent consequences of the injury,
  - b) death by accident.
2. Accident is any unintentional (independent of the insured's will) bodily injury or death caused by unexpected and sudden action of external forces or one's own bodily strength, or by unexpected and uninterrupted exposure to high or low external temperatures, gases, vapours, radiation and poisons (excluding microbial poisons and immunotoxic substances), which occurred during the period of insurance.
3. Bodily injury caused to the insured is also considered an accident:
  - a) a disease resulting solely from an accident, with the exception of the diseases referred to in Article 25(4b),
  - b) aggravation of the consequences of the accident by a disease from which the insured was suffering before Injury,
  - c) local suppuration after entry of pathogens to an open wound caused by an accident and tetanus infection in an accident,
  - d) diagnostic, therapeutic and preventive procedures carried out to treat the consequences of an accident,
  - e) drowning, suffocation,
  - f) fractures, dislocations and ruptures, but not of internal organs and blood vessels, due to sudden, unreasonable physical exertion, but not to overloading of the body caused by excessive strain,
  - g) electric shock and lightning.
4. Injury is not:
  - a) development and aggravation of hernias, hernias of all types and origins, including herniated and protruding discs, tumours of all types and origins, berca ulcers, diabetic gangrene, development and aggravation of aseptic tendonitis (tendovaginitis), muscle tendons (epicondylitis), joint capsules (bursitis), superficial skin abrasions (excoriations), cervicocranial, cervicobrachial, vertebro-algic and lumboschiadic syndromes, sudden disc syndromes, pain syndromes of the spine (dorsalgia),
  - b) infectious diseases, even if they have been transmitted by injury,
  - c) accidents at work, unless they are of the nature of an accident

- according to GTC TI 2023,
- d) occupational diseases,
  - e) the consequences of diagnostic, therapeutic and preventive procedures not carried out for the purpose of treating the consequences of the accident, or non-professional procedures which the insured person performs or has performed on his/her body,
  - f) aggravation of an existing illness as a result of an injury sustained,
  - g) sudden vascular events, myocardial infarction and retinal detachment,
  - h) death or bodily harm by nuclear radiation caused by explosion or malfunction of nuclear equipment and apparatus, by the act or negligence of responsible persons, institution or authority in the transport, storage or handling of radioactive materials,
  - i) death or bodily harm as a result of suicide, attempted suicide and deliberate self-harm,
  - j) an accident caused by mental or psychiatric disorders, epileptic or other seizures and convulsions that seize the insured's entire body. However, the right to benefit shall remain if these conditions were caused by an accident covered by the insurance and which occurred during the period of insurance,
  - k) pathological fractures, i.e. those fractures that occur as a result of an initial decrease in bone strength (congenital bone diseases, bone tumours or osteoporosis) and for which a lower intensity of external forces or own body strength is sufficient to cause the fracture than for a traumatic fracture (fracture of a healthy bone), fatigue fractures, refractures (repeated and untreated fractures at the same place),
  - l) fractures of pathological growths on the bone (osteophytes, spurs),
  - m) recurrent joint dislocation caused, for example, by a loose joint capsule or insufficiency of the articular bundles, atrophy of the joint head or a too flat joint socket,
  - n) bodily injuries caused by post-accident complications, or if the accident has restored a permanent (untreated) bodily injury from a previous accident,
  - o) violation of degenerately changed organs by small indirect by violent action,
  - p) internal bodily damage due to lifting and moving objects, caused by overloading of the body caused by excessive loads,
  - q) the occurrence or aggravation of bodily injuries sustained during normal activities,
  - r) damage to teeth that were non-vital before the accident (loss of tooth vitality) or were otherwise damaged or filled.

### ARTICLE 26 PERMANENT CONSEQUENCES OF AN ACCIDENT

1. For the permanent consequences of the accident, the insurer is obliged to pay out of the sum insured as many percentages of the sum insured as correspond, according to the „Principles and tables for the assessment of the permanent consequences of the accident“ of the insurer (hereinafter also referred to as „the Principles“), to the extent of the permanent consequences after they have settled down and, if they have not settled down within three years from the date of the accident, to the percentage corresponding to their condition at the end of this period. Where the Policy provides for a percentage rating, the insurer shall determine the amount of the benefit within that range to be appropriate to the nature and extent of the bodily injury caused by the accident. The Principles and the tables for the assessment of the permanent consequences of the accident form Annex 1 to the GTC TI 2023 and are an integral part thereof.
2. The insurance company has the right to unilaterally change the Policy for a serious objective reason in the case of an insurance contract concluded for a fixed term.
3. The insurer shall inform the policyholder of the change in the Policy. The policyholder shall have the right to request, without undue delay and

with immediate effect, the cancellation of the insured risk to which the change in the Policy relates or to terminate the insurance contract by way of derogation from the provisions of Section 800(1) of the Civil Code within one month of receipt of the insurer's notice of the change in the Policy. The insurance shall terminate on the date on which the insurer has received a verifiable written reply from the policyholder. The policyholder's right shall expire on the first day of the insurance period following the insurance period in which the insurer was informed of the change.

4. The insurer shall inform the policyholder in writing in due time of the policyholder's rights and obligations under paragraph 3.
5. If a single accident has caused several permanent consequences of different kinds to the insured, the insurer assesses the total consequences by adding the percentages for the individual consequences.
6. Where individual sequelae relate to the same body part, organ or part thereof, they shall be assessed as a whole at the highest percentage shown in the Table for the assessment of the permanent consequences of an accident in the Policy for anatomic or functional loss, up to a maximum of 100 %.
7. If the permanent consequences of the accident concern a part of the body or an organ whose functions were already impaired by any cause before the accident, the insurer shall reduce the insurance benefit by the percentage corresponding to the extent of the previous impairment as determined in accordance with the Table for the value of the permanent consequences of the accident.
8. If the insurer cannot pay because the permanent consequences are not yet settled after one year from the date of the accident and their extent is known, it is obliged to make an adequate advance payment to the insured person at his/her request.
9. The insurance company is not obliged to pay the insurance benefit for the permanent consequences of the accident if the insured dies from the consequences of the accident before the insurance benefit for the permanent consequences is paid.
10. If the insured dies before the insured benefit is paid for the permanent consequences of the accident, but not from the consequences of the accident, the insurer shall pay to the insured's heirs an amount corresponding to the extent of the permanent consequences of the accident at the time of the insured's death, up to a maximum of an amount corresponding to the sum insured agreed for death by accident.
11. A doctor who is also an insured person cannot write and certify the form for the insurance company himself. The insured, if he is also a doctor, is obliged to undergo treatment for the accident with another doctor who will also fill in the form for the insurance company.
12. In the case of a medical examination to determine the extent of permanent consequences outside the insured's residence, the insurance company shall reimburse, upon request of the insured, the travel expenses related to the examination and incurred, however, up to the maximum amount of the bus or second-class train ticket. If the insured person is a minor, the costs shall also be reimbursed to the accompanying person; the costs shall be paid by the insurer to the minor's legal representative.

## **ARTICLE 27**

### **INJURY IN A ROAD TRAFFIC ACCIDENT**

1. An insured event is an injury during the term of insurance which occurred in a road traffic accident and which caused death or permanent consequences, that:
  - a) the death or permanent injury as a result of the accident occurred no later than 3 years after the date of the accident,
  - b) the insured is treated by the ambulance service at the scene of the accident or, at the latest within 24 hours after the accident, in a health-care facility,
  - c) the accident must be promptly investigated at the scene of the accident (not an after-the-fact report by the duty police) by the police or other competent state authority charged with investiga-

ting such accidents and a record of the result of such investigation must be made,

- d) the accident occurred on or off a public road and was caused by a violation of traffic regulations or was an accident involving a means of public transport.
2. The indemnity shall be set at twice the amount of the indemnity it would have provided under Article 26 for permanent consequences. In the event of death, the insurer shall pay the claim up to the limit of indemnity for the risk of accidental death shown in Table 1.

## **ARTICLE 28**

### **DEATH OF THE INSURED AS A RESULT OF AN ACCIDENT**

1. The insured event is the death of the insured occurring within three years from the date of the accident at the latest and which was caused by an accident occurring during the period of insurance.
2. For the death of the insured as a result of an accident, the insurance company shall provide the insurance benefit to the beneficiary in the amount of the agreed sum insured specified in the insurance contract.
3. If the insured dies as a result of an accident in respect of which the insurer has already paid a claim for the permanent consequences of the accident, the insurer shall only provide a claim in the amount of the difference between the sum insured in the event of death by accident and the claim already paid for the permanent consequences of that accident. If the insurance benefit paid for the permanent consequences of the accident is higher than the insurance benefit for death due to the accident, the insurer will not provide further insurance benefits.

## **ARTICLE 29**

### **INSURANCE BENEFITS**

1. In the event of an insured event, the insurance company will pay the insurance benefit up to the limit of the insurance benefit specified in Table 1.
2. The insurer shall pay for those insured events that occur during the effective period of the insurance outside the territory of the Slovak Republic or in the case of the insured who is a foreign national outside his/her permanent residence.
3. The amount of the insurance benefit for the permanent consequences of the accident shall be determined by the insurance company on the basis of the doctor's report in accordance with the Principles, which form Annex No. 1 to the GTC TI 2023.
4. The limitation period for rights to insurance benefits under this insurance starts one year after the occurrence of the insured event.
5. The payment of the insurance benefit shall be made in accordance with generally binding legislation governing income tax.
6. Eligible persons for payment of benefits under the Civil Code are:
  - a) in the event of the death of the insured, the persons designated by the policyholder in the insurance contract by name and birth number, or relationship to the insured for the insurance benefit in the case of a natural person, or by business name with an identification number or the exact name under which it acts in legal relations in the case of a legal person,
  - b) the insured in the event of compensation for the risk of permanent consequences of an accident.
7. If the policyholder has not designated beneficiaries in the event of the death of the insured or if these persons do not acquire the right to benefit, the beneficiaries are:
  - a) the insured person's spouse,
  - b) if he or she is not present, the insured person's children,
  - c) in their absence, the insured person's parents,
  - d) if there are none, persons who have lived in the same household with the insured for at least one year before his death and who for this reason, they were looking after a shared household or were dependent on the insured person for maintenance,
  - e) if there are none, the insured's heirs.

8. The policyholder has the right to change the beneficiaries until the occurrence of an insured event. The change must be made in writing and shall take effect on the date of delivery to the insurer. If the policyholder is not at the same time the insured, the change of the beneficiary requires the written consent of the insured.
9. If the person entitled to the payment of the insurance benefit is a minor, the insurance company shall pay the insurance benefit to the hands of the legal representative.
10. The costs associated with obtaining medical documentation from a doctor or medical facility are borne by the insured or the person entitled to the payment of the insurance benefit.
11. The insured or the person entitled to the payment of the insurance benefit is also obliged to submit to the insurance company an official translation of the medical documentation on the treatment of the accident.

### **ARTICLE 30 EXCLUSIONS AND LIMITATIONS FROM INSURANCE**

1. In addition to the exclusions set out in Article 10 of the GTC TI 2023, the insurer will not provide a benefit for the permanent consequences or death of the insured as a result of an accident in a road traffic accident under Article 26, if the accident occurs:
  - a) when the insured person knowingly commits a criminal offence,
  - b) if the insured was driving the vehicle:
    1. without the appropriate driving licence,
    2. as medically or professionally unfit to drive according to generally applicable legislation,
    3. at a time when an effective driving ban has been imposed or a decision has been taken to withdraw or suspend the insured person's driving licence,
    4. as a driver or pedestrian under the influence of alcohol, narcotic or psychotropic substances or under the influence of drugs prohibited while driving, or the insured refuses to submit to a test or examination for the presence of the said substances, or by his/her actions makes the test or examination impossible to show,
    5. which does not comply with the conditions of operation on road communications; this exclusion does not apply if the insured is a passenger in any means of public transport or if the insured could not have been aware of the possible consequences resulting from the actions of the driver of such means of transport,
    6. in a place or part of a vehicle not intended for transport Persons,
    7. which is operated as a working machine, for example, in the tipping, loading or handling the vehicle with the load,
    8. or riding a bicycle, where there has been a collision with another road user or road obstruction or a collision with a public transport control device (including traffic signs) installed along a road,
    9. on a non-road road, for example, rail, cableway, watercourse and aerial repair traffic.
2. The insurer is not obliged to pay for claims that have occurred:
  - a) for flights for which the aircraft or pilot used did not have an official permit or which were made against official regulations, without the knowledge or against the will of the aircraft holder,
  - b) when the Insured participates in competitions and races with air, water and road means of transport or in preparatory rides, flights and cruises to them (training).
3. The person whose death of the insured is to give rise to a right to the insurance benefit of the insurer shall not acquire such right if he or she has caused the death of the insured by an intentional crime for which he or she has been found guilty in a court of law. In such a case, the person shall acquire the right to the insurance benefit according to § 817 (2) or (3) CC.
4. The insurer is not obliged to pay at the time when the person who is to be entitled to the insurance benefit is under investigation or other proceedings for such a crime.
5. The insurance does not cover an insured event that occurs as a result of treatment or interventions that have not been prescribed by a qualified physician with a valid license in the given field, or the treatment has been carried out in a facility without a valid license, and treatment or interventions that are experimental in nature.

6. If the insured event is an accident to the insured, the insurer is entitled to reduce the insurance benefit to be paid, but not more than by one half, if the accident occurred as a result of the ingestion of alcohol or addictive substances, except in cases where these substances were contained in medicines taken by the insured in the manner prescribed by a physician or the package leaflet did not state that at the time of the action of such a medicine must not be carried out the activity as a result of which the insured event occurred.
7. The insurer is not obliged to pay for claims that directly or indirectly arose:
  - a) in connection with the conduct of the insured person for which he has been found guilty of a criminal offence by a court of law,
  - b) in connection with an act of the insured by which he has caused serious bodily injury or death to another and at the same time acted unlawfully,
  - c) in connection with the conduct of the insured person, by which he acted unlawfully or seriously violated an important interest of the company,
  - d) in connection with an act of the insured by which he or she encouraged another person to commit a crime.
8. The insurer is entitled to reduce the insurance benefit accordingly if the insured knowingly breaches the obligations specified in the CC and in the GTC TI 2023 and this breach had a significant impact on the occurrence of the insured event or on the increase of its consequences.

### **ARTICLE 31 OBLIGATIONS OF THE INSURED**

1. The insurance company has the right to request additional documents necessary for the investigation of the insurance claim, to archive them and to examine the documents decisive for the determination of the extent of the insurance benefit.
2. The insured is obliged to seek medical treatment without undue delay after the accident and to be treated according to the doctor's instructions.
3. The insured or the person who has acquired the right to the insurance indemnity is obliged to notify the insurer in writing that an insured event has occurred and, at the request of the insurer, to submit any other documents necessary for the determination of the extent of the insurance indemnity. The insured shall, at the request of the insurer and at its expense, undergo an examination by a doctor appointed by the insurer and notify the insurer of any changes affecting the payment of the insurance benefit. Until these obligations have been fulfilled, the insurer shall not pay the insurance benefit.
4. The Insured or the person who has incurred the right to the insurance benefit is obliged to notify the Insurer in writing without undue delay that an insured event has occurred, to give a truthful explanation of its occurrence and the extent of its consequences and to submit the documents that the Insurer requests in the process of liquidation of the insured event and which are necessary for the assessment of the claim as to the reason for the claim and its amount.
5. A doctor who is also an insured person cannot write or certify the form for the insurance company himself. The insured, if he is a doctor, is obliged to prove the occurrence of the insured event by a certificate of treatment from another doctor, who also fills in the form for the insurance company.
6. The insured is obliged to observe the obligations that have been contractually agreed or are stipulated by the relevant laws or insurance conditions. At the same time, he is obliged to act in such a way as to prevent the occurrence of an insured event.
7. If the insured's knowing breach of duty had a material effect on the occurrence of the insured event or on increasing the extent of the consequences of the insured event, the insurer is entitled to reduce the

insurance benefit according to the effect of the breach on the extent of the insurer's obligation to pay.

## **PART V LUGGAGE INSURANCE**

### **ARTICLE 32 SUBJECT OF INSURANCE**

The insurance covers the luggage specified in Article 2(3), if so agreed in the insurance contract.

### **ARTICLE 33 SCOPE OF INSURANCE**

1. The insurance covers the theft of luggage placed in a motor vehicle, whereby the insurance company will only provide the insurance benefit on condition that the damage event has been reported to the police and if:
  - a) the luggage is in a locked luggage compartment motor vehicle and
  - b) the motor vehicle was secured against unauthorised entry and the perpetrator demonstrably used force to overcome the barrier protecting the luggage from theft. A barrier shall not be deemed to be a wall or a wrapping made of materials which, by their physical properties or construction, have a low degree of resistance to forcible overcoming (tarpaulin or other material which is not solid or cuttable or easily or imperceptibly removable),
  - c) the theft of the luggage was caused by the theft of the entire motor vehicle.
2. Baggage insurance is arranged in case of damage, destruction, loss, theft of baggage caused by or directly related to any of the insured perils:
  - a) the united element,
  - b) water from water supply facilities,
  - c) a traffic accident in which the luggage was damaged or destroyed or as a result of which the insured was deprived of the possibility to take care of the luggage,
  - d) a demonstrable medical disability in which the insured has been demonstrably deprived of the ability to care for the luggage,
  - e) theft:
    1. during transport,
    2. at the time the luggage was stored in a designated place or in a place where it is usually stored in the establishment where the insured person is staying,
    3. located in the luggage compartment,
  - f) robbery.
3. The insurance is arranged in case of damage, destruction of luggage or her losses:
  - a) at the time when the luggage has been entrusted by the insured to the carrier for transport or, according to the carrier's instructions, stored in the common luggage compartment,
  - b) at the time when it was deposited in a facility designated for that purpose,
  - c) provided that the claim has been reported with confirmation to the carrier.
4. The insurance is arranged in the event of delayed delivery of luggage that has been taken over by the airline for carriage on the way abroad:
  - a) has not been received from 24 - 48 hours maximum from the Insured's arrival at the destination indicated in the relevant ticket,
  - b) has not been received more than 48 hours after the Insured's arrival at the destination specified in the relevant ticket.

### **ARTICLE 34 INSURANCE BENEFITS**

1. In the event of an insured event, the insurer will pay the claim up to the limits or sub-limits of indemnity specified in Table 1.

2. The insurance company will provide the insurance benefit:
  - a) in the event of destruction, theft or loss of luggage, an amount equal to the reasonable cost of reacquiring the same or comparable new luggage (of the same type and quality) before the event, less the cost of its usable remains,
  - b) damage to the insured luggage in the amount of the amount corresponding to the reasonable cost of its repair, less the part corresponding to the degree of wear and tear or other deterioration of the luggage from the period before the claim and further reduced by the value of its usable remains.
3. In the event of theft or loss of the insured's travel documents abroad (personal documents, driving licence) or keys to the accommodation, the insurance company will reimburse the expenses for obtaining the necessary documents or replacement keys on the basis of the bills submitted. The insurer will also reimburse the cost of the necessary replacement of the lock of the accommodation as a result of theft or loss of the keys related to the accommodation abroad.
4. Insurance of valuables, electronic and optical equipment and sporting goods is arranged for damage caused by theft if:
  - a) the insured had them with him or on him at the time of the claim,
  - b) at the time of the damage event they were handed over by the insured to individual safekeeping in the accommodation facility or they were stolen by breaking into the locked premises of the accommodation facility,
  - c) at the time of the claim, the insured was deprived of the ability to care for the insured items due to serious damage to his health by accident or sudden acute illness requiring urgent medical treatment.
5. In justified cases, the insurer may decide on the method of repair or replacement of the item. If the insurer so decides and the insured nevertheless repairs or replaces the item in another way, the insurer will only provide indemnity up to the amount it would have provided if the insured had followed the insurer's instructions.
6. In the event of delayed delivery of luggage, the insurer will provide the insurance benefit:
  - a) from 24 to 48 hours: up to EUR 100,00 if the insured provides proof of the necessary costs incurred,
  - b) over 48 hours: up to EUR 300,00 if the insured provides evidence of the necessary costs incurred.The payment of the insurance benefit does not depend on the number of luggage and the number of persons who had personal belongings stored in the undelivered luggage.

### **ARTICLE 35 EXCLUSIONS FROM INSURANCE**

1. In addition to the exclusions set out in Article 10 of GTC TI 2023, the insurer will not provide insurance benefits nor:
  - a) for any defects or damage to the luggage at the time of arrangement insurance,
  - b) a claim occurs at a time when the insured was already accommodated and yet the insured left his/her luggage in the means of transport,
  - c) for loss of luggage due to the insured leaving it unattended,
  - d) in case of theft of luggage from a trailer parked outside the guarded area,
  - e) due to material defects, wear and tear and improper packing of luggage,
  - f) as a result of leaving luggage in the interior of the means of transport. metal in case of theft,
  - g) in the case of delayed delivery of luggage, if the delay was less than 24 hours or if the luggage was not released due to seizure by customs or another public authority.
2. Insurance does not cover:
  - a) objects of artistic, historical, collector's value, antiques and objects made of precious metals and stones which do not serve for

- immediate personal use,
- b) electronic, optical devices and sports equipment (including their accessories) placed in the tent and in the means of transport,
- c) the recording media (memory cards, USB sticks, CDs, HDD disk) and the records stored on them,
- d) motor vehicles, boats, means of transport designed for flying and their accessories,
- e) money, cheques, deposit books, credit and debit cards, travel tickets, valuables, securities,
- f) rights and other objects of legal relations which do not have material essence,
- g) firearms, including their accessories and ammunition, unless otherwise provided in GTC TI 2023.
- i) the baggage ticket, if the baggage has been entrusted to the carrier for confirmation of carriage (or stored in the baggage compartment according to the carrier's instructions),
- j) for the repair of the damaged luggage, if the luggage cannot be repaired, the original proof of non-repairability,
- k) on the acquisition of luggage.

### **ARTICLE 36 OBLIGATIONS OF THE INSURED**

1. In addition to the obligations set out in Article 13 of GTC TI 2023, the Insured is obliged:
  - a) to report a damage event that occurred in the accommodation facility or in a guarded parking lot to the owner or manager of the facility and to request the issuance of a record of the occurrence and extent of the damage,
  - b) in the event of a damage incident occurring during carriage, notify the carrier and ask for confirmation of notification.
2. No later than 30 calendar days after returning to your home country, notify the insurance company in writing of the insured event.
3. If, after notification of the claim or after payment of the insurance benefit, it is found that the lost or stolen luggage to which the claim relates has been found, the insured is obliged to notify the insurer without undue delay, but at the latest within 5 calendar days after the lost or stolen luggage has been found.
4. To reimburse the insurer after deducting the reasonable costs of repairing the recovered luggage, if any, if necessary to repair the damage that occurred while he was deprived of the opportunity to dispose of the luggage, but not less than what he would have received from the sale of the damaged luggage.
5. In the case of theft of luggage by breaking into a motor vehicle, prove that the motor vehicle was forcibly entered and the motor vehicle was properly locked, including the luggage compartment.
6. In the event that the Insured arranges insurance of the same interest (the same thing) for the same risk with another insurance company, he/she is obliged to notify this fact immediately and to state the name of the insurance company and the amount of the agreed sum insured.
7. Take all measures to ensure that the insurance company can enforce the right to compensation for damages caused by the event against the responsible person.
8. In order to settle a claim, it is necessary to submit in particular the following documents:
  - a) a completed „Notice of Claim“ form,
  - b) carrier's confirmation of damage to luggage, non-delivery of luggage, theft of luggage,
  - c) a report issued by the police authorities of the country in which the loss or damage occurred - proof of how the obstacles protecting the luggage from theft were overcome, with confirmation of the list of stolen, damaged, lost or destroyed items,
  - d) the entry of the reported damage to the operator at which the damage occurred,
  - e) photo documentation of the damaged luggage,

- f) confirmation that the insured has not claimed compensation from the carrier,
- g) a copy of the ticket,
- h) in the event of a delay in delivery of the luggage, submit a note from the airline stating the exact time and date of receipt of the insured luggage and the original receipts for the costs necessarily

## **PART VI LIABILITY INSURANCE**

### **ARTICLE 37 SUBJECT MATTER OF INSURANCE AND INSURED EVENT**

1. In the case of liability insurance for damage caused by the insured to another abroad, the insured shall have the right to have the insurance company pay for him, to the extent and in the amount according to the relevant legislation, claims made and proven against him for compensation for actual damage caused by the insured during the period of insurance in connection with the activity or relationship to another person on:
  - a) health or death,
  - b) damage to, destruction or loss of an item if the insured is liable for the damage as a result of his or her act or relationship.

### **ARTICLE 38 INSURANCE BENEFITS**

1. In the event of an insured event, the insurer shall provide insurance benefits up to the limit of indemnity specified in Table 1.
2. The insurer shall be obliged to compensate the insured for the loss if the insured event occurred during the validity of the insurance contract.
3. The insurance is arranged for the limit of indemnity specified in Table 1, which is the upper limit of indemnity for one and all insured events occurring in one insurance period, including the costs of legal representation.
4. If several damages occur at the same time, which have the same cause, they are considered as one insured event, regardless of the number of damaged persons.
5. If the amount calculated as compensation for damages is higher than the amount agreed in the contract as the maximum indemnity, the insurer is obliged to pay only up to the limit of indemnity.
6. If the insured compensates the damage or part of it directly to the injured party, the insurance company shall provide the insurance benefit to the insured party in accordance with VPP CP 2023 after evaluating all the facts related to the emergence of the right to the insurance benefit.
7. If the obligation of the insured to indemnify the damage is decided by a competent authority, the insurance company is obliged to provide the insurance benefit only on the basis of a final decision of this authority.
8. The insurer shall be entitled to reimburse the insured for the sums it has paid on behalf of the insured if the insured has caused damage as a result of the consumption of alcohol or an addictive substance. The indemnity shall be reduced in proportion to the amount of the loss and the circumstances under which the loss occurred.
9. The insurance company is entitled to compensation for damages suffered in causal connection with the insured's breach of obligations arising from the insurance contract or failure to fulfil obligations arising from the insurance contract, as well as incorrect or incomplete information on the part of the insured.
10. If a court or other authorised body decides on the compensation of damages, the date of the entry into force and enforceability of the decision on the basis of which the insurer's obligation to pay has arisen shall be considered as the insured event for the purposes of calculating the limitation period pursuant to Section 104 of the Civil Code.

## **ARTICLE 39**

### **EXCLUSIONS FROM INSURANCE**

1. In addition to the exclusions listed in Article 10 and Article 19(2) of GTC TI 2023, the insurer will not provide insurance benefits for:
  - a) damage caused by unauthorised use of a motor vehicle,
  - b) damage caused by the operation and use of motorised vessels, sailing boats, aircraft or flying devices (including drones),
  - c) damage to an item or animal that the insured uses without authorisation,
  - d) damage to valuables and money,
  - e) the imposition of a financial penalty,
  - f) damage caused intentionally or by assuming liability in excess of that provided for by law or by failing to fulfil their obligations to avert damage and prevent the damage from increasing,
  - g) damage caused by the operation of means of transport, insofar as it is covered by compulsory contractual liability insurance, caused by the operation of a motor vehicle or caused by an activity for which a legal regulation imposes the obligation to take out liability insurance,
  - h) damage caused by the unauthorised handling of flammable or explosive materials,
  - i) damage caused by water or soil pollution, or other environmental damage,
  - j) damage caused by the introduction or spread of a contagious human, animal or plant disease,
  - k) damage to property caused by an animal for which the insured is liable,
  - l) damage caused by an animal exported or acquired for the purpose of business or breeding for gainful purposes,
  - m) damage caused by wild and exotic animals,
  - n) damage in connection with the exercise of the right to hunt,
  - o) damage caused by a dog in the exercise of the right to hunt or in the exercise of a duty,
  - p) for damage in direct or indirect connection with war (whether or not declared), invasion, action by foreign enemies, civil war, rebellion, revolution, insurrection, military power, confiscation, nationalization, seizure or destruction of or damage to property by or under the orders of the government, state or local authorities, terrorism, sabotage and strikes,
  - q) for damage caused during active participation in sports competitions, competitions, in or in connection with employment or similar relationships, in the exercise of a professional activity or freelance profession, in their entrepreneurial or other gainful activity, volunteer activity, during the professional education of a pupil and graduate practice.
2. The insurance company shall not reimburse the loss for which the insured is liable to his/her spouse or relatives in direct line or persons living in the same household and to a legal person with whom the insured is financially connected.
3. The insurance company will not reimburse the damage:
  - a) on a movable object which, although not owned by the insured, is borrowed, rented or used by the insured for any other reason, or is in his possession; except for the liability of the insured for damage to an accommodation facility which the insured has demonstrably used in connection with the accommodation services provided to him,
  - b) on the real estate (its building components), which the insured uses unlawfully,
  - c) on the real estate (its accessories), which the insured uses on the basis of authorisation and the damage does not exceed EUR 50,00
  - d) in the form of the obligation to pay the principal, default interest, legal costs and costs of court proceedings, the obligation to pay which has been or may be imposed on the insured person in court proceedings which have been or are taking place outside the

- territory of the Slovak Republic, even though they could have been carried out in the territory of the Slovak Republic,
- e) for fines, penalties or other contractual, administrative or criminal sanctions or other payments that are punitive, exemplary or preventive in nature, regardless of the person on whom they are imposed.

## **ARTICLE 40**

### **OBLIGATIONS OF THE INSURED**

1. In addition to the obligations set out in Article 13 of the GTC TI 2023, the insured is obliged to immediately notify the assistance service of a damage event that could give rise to the right to insurance benefits. Subsequently, he/she shall, no later than 15 days after his/her return to his/her home country, report the claim for the purposes of settlement.
2. The insured is further obliged to:
  - a) report without delay to the police authorities a claim arising from circumstances giving rise to suspicion of a criminal offence,
  - b) notify the insurer in writing on the prescribed form: 'Notification of claim' that the injured party has claimed against the insured the right to compensation for damages to be indemnified by the insurer and to comment on the compensation claimed and its amount,
  - c) notify the insurer without delay that criminal proceedings have been initiated against the insured in connection with the damage and inform it of the results of these proceedings,
  - d) notify the insurer in writing that the injured party is claiming damages in court or other competent authority,
  - e) in proceedings to recover damages to be indemnified by the insurer, inform the insurer in writing without undue delay and comply with the insurer's instructions, provided that the insurer informs the insured of its instructions in good time. If the assured fails to raise a limitation objection, despite the advice of the insurer, or if he undertakes without consent to pay a time-barred claim, the insurer shall not be obliged to make a claim,
  - f) to secure against another the right to compensation for damage caused by an insured event, in particular to inform the insurer in writing or by email of the occurrence of the right to compensation for damage caused by an insured event and to provide the insurer with the information and documents necessary for the exercise of such rights at the insurer's request.
3. Further obligations and consequences of breach of obligations may arise from the provisions of the insurance contract, other provisions of the insurance conditions relating to the insurance arranged and legal regulations.

## **PART VII**

### **TRIP CANCELLATION INSURANCE**

#### **(including cancellation insurance)**

## **ARTICLE 41**

### **SUBJECT OF INSURANCE**

1. The subject matter of the insurance is the fees that the insured must necessarily pay to the travel organisation, tour/travel service provider, travel agency, travel agency in connection with cancellation of participation in the tour/travel service, if so agreed in the insurance contract (hereinafter referred to as „cancellation fees“) or to the transport company, air, bus, rail or ship (hereinafter referred to as „transport company“) in connection with cancellation of a ticket for a foreign trip.
2. Cancellation insurance can only be arranged within 2 working days of the purchase of the tour.
3. Cancellation insurance cannot be arranged separately, only with a package of insurance risks.

## **ARTICLE 42**

### **SCOPE OF INSURANCE**

1. The insurance is arranged in case of cancellation of the tour, which has been written booked and confirmed by the travel organisation due to:
  - a) illness, accident or death of the Insured (only illness of the Insured for which the Insured has not been treated in the period of 6 months prior to the commencement of the trip and which is not due to alcoholism or drug abuse is considered as an illness),
  - b) illness of spouse, partner, child, parents, grandparents and grandchildren if they were to travel with the insured person (only illness of the insured person for which these persons have not been treated in the 6 months prior to the trip and which is not due to alcoholism or drug use is considered as illness),
  - c) Death of spouse, spouse, child, parents, grandparents, spouse's parents, spouse's siblings, grandchildren and own siblings,
  - d) acute illness or accident or hospitalisation of spouse, partner, child, parents, grandparents and grandchildren, provided that the event results in their being tied down bedridden and requires care by the Insured if there is a medically documented expectation that the treatment will not be completed by the date on which the Insured was due to embark on the tour,
  - e) a burglary of the Insured's home or place of business by a stranger, which prevented the Insured from participating in the trip,
  - f) a pooled element that occurs less than 30 calendar days prior to the commencement of the travel service and if it occurs at the insured's home/house or place of business in a business belonging to the insured and prevents the insured from participating in the travel service,
  - g) Destruction or loss of the travel documents of the insured or a fellow traveller due to a combined element less than 3 working days before the start of the travel service,
  - h) a pooled element occurring at the destination, the occurrence of which is confirmed by local or international authorities or bodies,
  - i) summoning the insured to court, provided that the court does not accept this travel service,
  - j) loss of employment not caused by organisational changes, or the closure of the insured person's or fellow traveller's employer, which occurred after the purchase of the travel service.

## **ARTICLE 43**

### **INSURANCE BENEFITS**

1. In the event of an insured event, the insurance company will pay the insurance benefit up to the limit of indemnity specified in Table 1, but not more than 90 % of the cancellation fees charged to the insured by the travel organisation.
2. The insurer's indemnity for one and all claims during one insurance period is limited to the amount of the sum insured specified in the insurance contract. When calculating the insurance indemnity, the insurer shall base the cancellation fee applied to the insured person by the travel organisation and shall be based on the cancellation terms and conditions of the travel organisation's travel service. If the cause of cancellation of the tour is the death of the insured person or a person close to him/her, the insurance company shall pay 100% of the cancellation fee.

## **ARTICLE 44**

### **EXCLUSIONS FROM INSURANCE**

1. The insurance does not cover cancellation of the travel service for other reasons such as change of travel plans or intentions of the insured or cancellation of the travel service by the travel agency, non-receipt of an entry visa or transit, withdrawal from the holiday by the employer, due to weather conditions, snow calamity.

2. Except for the exclusions listed in Article 10 of GTC TI 2023, the following are excluded from the insurance cover:
  - a) Pregnancy, childbirth and its consequences, chronic illness, mental illness, suicide, attempted suicide and deliberate self-harm,
  - b) any acute illness, accident or their consequences (even if they have not been treated yet) that existed at the time of conclusion of the insurance contract,
  - c) any periodic check-ups, planned medical interventions and their consequences or failure to obtain mandatory vaccinations prior to departure or due to a reaction to such vaccinations,
  - d) the consequences of failing to comply with compulsory vaccination,
  - e) a worsening of a chronic disease or post-injury condition that requires medical treatment,
  - f) if the event which caused the cancellation of the trip or ticket was caused by the insured's own gross negligence,
  - g) due to the loss or theft of travel documents, except in the cases referred to in Article 42, paragraph 1, letter g) of GTC TI 2023.

## **ARTICLE 45**

### **OBLIGATIONS OF THE INSURED**

1. In addition to the obligations set out in Article 13 of GTC TI 2023, the insured is obliged to cancel the travel service immediately upon the occurrence of a claim if it is obvious that it cannot be carried out.
2. If the insured cancels the travel service, he/she is obliged to submit to the insurer all documents requested by the insurer. These are in particular:
  - a) proof of payment of insurance premiums,
  - b) presentation of the Travel Service Contract concluded with the tour operator, confirmation of payment of the full amount of the travel service, the date of departure of the travel service (or the date of the first day of the stay in the case of events with individual transport), the date of cancellation of the travel service and confirmation by the tour operator of the amount of the cancellation fee charged,
  - c) medical report, attending physician's report, other necessary documentation (extract from medical records) confirming the reason for cancellation,
  - d) death certificate,
  - e) confirmation of the relationship in the case of a close relative
  - f) police report, confirmation from fire department, insurance company depending on the cause of the claim.
3. If the Insured cancels the travel service for the reasons specified in Article 42 of GIC CP 2023, he/she is obliged to submit to the Insurer the documents requested by the Insurer which are necessary for the assessment of the claim both as to the reason and as to its amount; in the case of illness or accident, the Insured is obliged to submit to the Insurer a certificate from the attending physician, who must not be a close person or a person in a family relationship, which must be issued before the scheduled commencement of the insured trip.
4. Other obligations and consequences of breach of obligation may arise from the provisions of the insurance contract, other provisions of the GTC TI 2023 related to the insurance and legal regulations.
5. The provisions of paragraphs 1 to 4 shall also apply mutatis mutandis to persons entitled

**ARTICLE 46**  
**SUBJECT OF INSURANCE**

1. If agreed in the insurance contract, the subject matter of the insurance is the non-use of a passenger motor vehicle as a result of a traffic accident, breakdown or theft abroad. The insurance covers only the passenger motor vehicle:
  - a) owned by the insured,
  - b) in lawful use of the insured (from a private or business person, including leasing),
  - c) from the rental car company.
2. In the case of a passenger motor vehicle which is inoperable after a traffic accident or breakdown abroad or if the vehicle is stolen, the insurer shall provide an insurance benefit representing reimbursement of the following necessary costs:
  - a) repair of the vehicle at the scene of the breakdown or accident, or towing of the vehicle to the nearest garage able to repair it, up to a maximum of EUR 150,00
  - b) temporary accommodation for the driver and crew during necessary repairs to make the vehicle operational up to a maximum of EUR 100,00 per person per night (max. 3 nights), subject to the agreed limit; or
  - c) travel to the place of permanent residence, up to the fare on a Class II train with a seat or bus if the vehicle is permanently disabled or stolen.
3. The insurance covers claims that occur in the geographical territory of Europe, except for the territory of the Slovak Republic.

**ARTICLE 47**  
**INSURANCE BENEFITS**

In the event of an insured event, the insurer will pay the insurance claim up to the limit of indemnity specified in Table 1.

**ARTICLE 48**  
**EXCLUSIONS FROM INSURANCE**

1. In addition to the exclusions set out in Article 10 of GTC TI 2023, the insurer will not provide insurance claim:
  - a) if the insured has travelled abroad in a vehicle that has not passed a valid roadworthiness test or does not technically comply with the conditions of the country concerned,
  - b) if the insured has travelled abroad in a vehicle that is more than 15 years old and the motor vehicle breaks down (the age of the vehicle of 15 years is calculated from the date of the first registration of the vehicle),
  - c) if the damage to the vehicle was caused by a person driving the vehicle without a prescribed driving licence,
  - d) if the insured was driving the vehicle under the influence of alcohol or other addictive substances or if the insured entrusted the driving of the vehicle to a person who was under the influence of such substances,
  - e) if the damage to the vehicle occurred during a car race,
  - f) if the vehicle breaks down or stops as a result of insufficient operating fluids or lubricants or insufficient battery charge,
  - g) in the event of the theft of a vehicle as a result of fraud committed by the insured.

**ARTICLE 49**  
**OBLIGATIONS OF THE INSURED**

1. In addition to the obligations set out in Article 13 of GTC TI 2023, the insured is obliged to immediately notify the insurer of the occurrence of a claim and to submit:
  - a) the vehicle's registration certificate,
  - b) the last valid roadworthiness certificate for the vehicle,
  - c) a police report (if the cause of the claim is a traffic accident or theft) indicating the extent of the damage,
  - d) a certificate from the garage for the repair of the passenger car, with a breakdown of the work carried out and the time taken to repair the vehicle,
  - e) a certificate from the garage stating that the vehicle is not roadworthy,
  - f) Ticket,
  - g) accommodation bill,
  - h) proof of the towing costs incurred.

**PART IX**  
**LEGAL EXPENSES INSURANCE**

**ARTICLE 50**  
**SUBJECT MATTER OF INSURANCE AND INSURED EVENT**

1. The subject matter of the insurance is the costs of legal representation for the insured, as confirmed by a lawyer, according to the generally applicable legal representation tariffs in the visited country, in the event of an insured event and the insurance benefit provided by the insurer in the form of a loan to cover the deposit for the insured, under the terms and to the extent provided for in the GTC TI 2023.
2. An insured event is defined as the occurrence of such an event abroad during the period of insurance in which the insured needs to be represented by an attorney because he or she is the subject of misdemeanour or criminal proceedings for an offence or a negligent criminal offence in connection with injury to third parties as a result of a motor vehicle accident, or in which there is a need to post bail on behalf of the insured because of an offence or negligent criminal offence which is connected with a routine detention or imprisonment of the insured as a result of a motor vehicle accident.

**ARTICLE 51**  
**INSURANCE BENEFITS**

In the event of an insured event, the insurer will pay the insurance claim up to the limit of indemnity specified in Table 1.

**ARTICLE 52**  
**EXCLUSIONS FROM INSURANCE**

1. The insurance does not cover damage caused by the insured who:
  - a) driving a motor vehicle without a licence or without the permission of the owner of the vehicle;
  - b) is prosecuted for a deliberate crime or misdemeanour or for neglecting the duty to provide first aid;
  - c) caused the accident while under the influence of alcohol or other intoxicating substances.
2. The insurer will not pay the costs of legal representation if:
  - a) the insured's claim for insurance benefits is unfounded,
  - b) the insured's claim for insurance benefits is time-barred,
  - c) the insured's claim for compensation against a Slovak natural or legal person is applicable in the territory of the Slovak Republic.
3. The insurance does not cover the payment of fines or penalties.
4. The insurer will not pay the costs of legal representation if:
  - a) the insured's claim for insurance benefits is unfounded,

- b) the insured's claim for insurance benefits is time-barred,
- c) the insured's claim for compensation against a Slovak natural or legal person is applicable in the territory of the Slovak Republic.
- 5. The insurance does not cover the payment of fines or penalties.
- 6. Insurance does not cover disputes:
  - a) between the insured and a close person,
  - b) between the insured or beneficiary and the policyholder if they are two different persons,
  - c) where the value of the subject matter of the dispute does not exceed 120,00 EUR,
  - d) the subject matter of which is a claim that has been transferred to the insured from a third party or a claim that the insured claims for a third party.

### **ARTICLE 53 OBLIGATIONS OF THE INSURED**

1. The insured is obliged to immediately report the occurrence of a claim to the assistance service of the insurance company and to follow its instructions.
2. If a loan has been granted by the insurer to the insured to pay the deposit, the insured is obliged to return the deposit to the insurer within 60 calendar days from the date of payment by the insurer. This also applies if the insured fails to attend the court hearing. The time limit starts on the day following the day on which the loan is credited to the insured's account.
3. If, on the basis of the applicable legal norms of the visited country, the deposit paid by the insurance company is returned to the insured before the expiry of the period of 60 calendar days, the insured is obliged to reimburse this amount to the insurance company without undue delay.

## **PART X FINAL PROVISION**

### **ARTICLE 54 DELIVERY OF DOCUMENTS**

1. The policyholder is obliged to notify the insurer in writing of any change of his address.
2. The insurer shall deliver documents to the policyholder or the insured (hereinafter referred to as the „addressee“):
  - a) by post, at the addressee's last known address,
  - b) by electronic means, in the case of consent to electronic communication, on the terms and conditions set out in that consent.
3. Letters, including a request for payment of the premium under the Civil Code, shall be deemed to have been delivered on the date of receipt of the document by the addressee or on the date on which the addressee refused to accept the document. Where a document is deposited at the post office because the addressee is not reached and the addressee fails to collect it from the post office within the relevant period, it shall be deemed to have been served on the last day of that period, even if the addressee has not been informed of its deposit. Where a document is returned to the insurer as undelivered because the addressee cannot be found at the last known address, the document shall be deemed to have been delivered on the day on which it is returned to the insurer.
4. The policyholder shall deliver documents to the insurer at the address of its registered office. For the service of documents by the policyholder on the insurer, the procedure under paragraph 3 shall apply by analogy.
5. The service of documents to the policyholder by electronic means shall be governed by the terms and conditions set out in the policyholder's consent to electronic communication.

### **ARTICLE 55 HOW COMPLAINTS ARE HANDLED**

1. Complaint means a written objection by the insured and/or the policyholder to the performance of the insurance activity of the insurance company in connection with the concluded insurance contract. The complaint must be made in writing and duly delivered to the insurer at the address of the registered office of the insurer or at any of the insurer's sales outlets. It must be clear from the complaint who is making it, what the complaint concerns, what shortcomings it refers to, what the complainant is seeking and the complaint must be signed by the complainant.
2. The insurer shall provide the complainant in writing with information on the complaint handling procedure and shall acknowledge receipt of the complaint if the complainant so requests.
3. The complainant is obliged to provide the insurer with the required documents for the complaint without undue delay upon the insurer's request. If the complaint does not contain the required particulars or the complainant fails to provide the required documents, the insurer shall be entitled to invite and warn the complainant that if he/she fails to complete or correct the required particulars and documents within the specified time limit, it will not be possible to terminate the processing of the complaint and the complaint will be postponed.
4. The insurance company is obliged to investigate the complaint and inform the complainant about the manner of handling his/her complaint without undue delay, no later than within 30 days from the date of its receipt. If the handling of the complaint requires a longer period of time, the time limit under the preceding sentence may be extended by a maximum of 30 days, of which the complainant shall be notified without delay. The complaint shall be deemed to have been settled if the complainant has been informed of the outcome of the investigation of the complaint.
5. A repeated complaint and a further repeated complaint is a complaint by the same complainant, on the same subject matter, unless it alleges new facts.
6. In the event of a repeated complaint, the insurer shall check the correctness of the handling of the previous complaint. If the previous complaint was handled correctly, the insurer shall notify the complainant of this fact. If the review of the handling of the previous complaint reveals that it was not handled correctly, the insurer shall investigate and handle the repeated complaint.
7. According to Act No.391/2015 Coll. on Alternative Dispute Resolution of Consumer Disputes and on Amendments and Supplements to Certain Acts, if the policyholder or insured is a consumer, he has the right to turn to the insurance company with a request for redress (complaint) if he is not satisfied with the way in which the insurance company has handled his claim or if he believes that the insurance company has violated his rights. The consumer has the right to file a petition for the initiation of an alternative dispute resolution to an alternative dispute resolution entity, e.g. the Slovak Association of Insurance Companies, Insurance Ombudsman, Bajkalská 19/B, 821 01 Bratislava, if the insurance company has responded to the request for redress in a negative manner or has not responded to it within 30 days from the date of its dispatch.
8. If the complainant is dissatisfied with the handling of his/her complaint, the complainant has the possibility to appeal to the National Bank of Slovakia or to the competent court.

### **ARTICLE 56 DATA PROTECTION**

1. The insurance company informs the policyholder that it processes personal data in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data

and on the free movement of such data, repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the „Regulation“) and the relevant Slovak legislation. The Policyholder declares that he/she has familiarised himself/herself with the information on the processing of his/her personal data pursuant to the Regulation, including information on his/her rights. He/she also acknowledges that information on the processing of personal data can also be found on the website of the insurance company.

2. If the policyholder and the insured person are not identical persons, the policyholder declares that he/she is authorized to provide the insurer with the personal data of the insured person for the purposes of conclusion, administration and performance of this insurance contract pursuant to Act No. 39/2015 Coll. on Insurance and on Amendments and Supplements to Certain Acts, as amended.

#### **ARTICLE 57 FINAL PROVISIONS**

1. The contracting parties may regulate their mutual rights and obligations in the insurance contract by a written agreement deviating from these General Insurance Terms and Conditions, unless this is expressly prohibited and unless it follows from the nature of the provisions of these Terms and Conditions that it is not possible to deviate from these Terms and Conditions.
2. Notwithstanding any other terms and conditions agreed to in the Policy and under GTC TI 2023, the Insurer shall not be obligated to make any

benefit or payment to, or provide any service or benefit to, any person to the extent that such benefit, payment, service, benefit, and/or any business or activity of such person would violate any applicable sanctions, trade, financial embargoes, or economic penalties, laws, or regulations that are directly applicable to the Insurer. Applicable sanctions include, but are not limited to:

- i) local sanctions within the meaning of applicable Slovak legislation Republic;
  - ii) sanctions adopted by the European Union;
  - iii) sanctions adopted by the United Kingdom or the United Nations (UN);
  - iv) sanctions adopted by the United States of America (USA) and/or
  - v) any other penalties applicable to the insurer, hereinafter referred to as „Sanction Clause“.
3. The insurance contract, the annex of which is the GTC TI 2023, shall be governed by the law of the Slovak Republic in matters of effectiveness, interpretation and implementation. This also applies to insured risks abroad.
  4. The General Insurance Terms and Conditions for MARCO POLO travel insurance have been approved by the Board of Directors of KOOPERATIVA, a.s. Vienna Insurance Group and come into force on 1 November 2023.

**Annex 1**  
**to the MARCO POLO General Insurance Conditions for Travel Insurance**

**PRINCIPLES AND TABLES FOR ASSESSING THE PERMANENT EFFECTS OF INJURY**

## PRINCIPLES FOR THE ASSESSMENT OF THE PERMANENT CONSEQUENCES OF INJURY

1. The amount of the indemnity for the extent of the permanent consequences of the accident shall be determined by the insurer as a percentage of the sum insured for the permanent consequences of the accident agreed in the insurance contract, with the percentage of the indemnity for the relevant bodily injury determined according to the Table for the assessment of the permanent consequences of the accident (hereinafter also referred to as the „Table for PC“). If a percentage range is specified in the PC Table, the amount of the insurance benefit shall be determined in such a way that, within that range, the insurance benefit corresponds to the nature and extent of the permanent consequences of the bodily injury caused to the insured person by the accident.
2. The extent of the permanent consequences of the injury is assessed after they have settled, i.e. according to medical knowledge, usually one year after the injury. If they have not settled even within three years from the date of the accident, their extent shall be assessed at the end of that period.
3. For osteomyelitis, pseudoarthrosis, post-traumatic cataract (cataract of the lens of the eye), post-traumatic epilepsy, and shin splints, the extent of permanent sequelae is assessed at the end of the third year after the injury. At the end of the third year, permanent sequelae are also assessed for those having this condition listed in the Table for PC.
4. The amount of the insurance benefit shall be determined by the insurance company either on the basis of the report of the insurance company's medical examiner who determines the extent of the permanent consequences of the bodily injury by a professional medical examination or on the basis of the medical reports submitted by the professional doctor with whom the insured has been treated. The decision on the procedure chosen to establish the extent of the permanent impairment following the accident shall be the sole responsibility of the insurer. The report of the insurer's assessing doctor may be supplemented by the insurer with an extract from the insured's medical records.
5. If a single injury has caused several permanent consequences of different kinds to the injured person, the total permanent consequences shall be assessed by summing the percentages for the individual consequences. However, if the permanent consequences concern the same limb, organ or parts thereof, they shall be assessed as a whole, up to a maximum of the percentage specified in the Table for PC for anatomical or functional loss of the limb, organ or parts thereof.
6. Amputation of part of the finger links (with bone loss) is valued by the insurance company at a percentage of the benefit for the loss of the whole finger link.
7. We rate the loss of the nail bed of the toe as one-half of one percent for amputation of the entire finger end link. For amputation of the soft parts of the fingers (without bone loss), we value at one-half of the benefit percentage for the loss of the entire finger link.
8. If the permanent consequences of the accident concern a part of the body or an organ that was already damaged before the accident, e.g. as a result of a previous accident or illness, the insurer will reduce the insurance benefit for the permanent consequences of the accident by an amount corresponding to the percentage of the benefit for the previous damage, determined according to the Table for PC.
9. For a diagnosis not listed in the Table for PC, a score is used according to the point to which the extent of permanent sequelae can be compared.
10. When assessing instability (wobbling, wobbling) or limited joint mobility of the extremities, the permanent effects of an injury to one joint of the extremity cannot be assessed by using both the instability (wobbling, wobbling) score and the limited joint mobility score simultaneously.

Table 1

Coverage for permanent physical impairment with reduced visual acuity												
	6/6	6/9	6/12	6/15	6/18	6/24	6/30	6/36	6/60	3/60	1/60	0
6/6	0 %	2 %	4 %	6 %	9 %	12 %	15 %	18 %	21 %	23 %	24 %	25 %
6/9	2 %	4 %	6 %	8 %	11 %	14 %	18 %	21 %	23 %	25 %	27 %	30 %
6/12	4 %	6 %	9 %	11 %	14 %	18 %	21 %	24 %	27 %	30 %	32 %	35 %
6/15	6 %	8 %	11 %	15 %	18 %	21 %	24 %	27 %	31 %	35 %	38 %	40 %
6/18	9 %	11 %	14 %	18 %	21 %	25 %	28 %	32 %	38 %	43 %	47 %	50 %
6/24	12 %	14 %	18 %	21 %	25 %	30 %	35 %	41 %	47 %	52 %	57 %	60 %
6/30	15 %	18 %	21 %	24 %	28 %	35 %	42 %	49 %	56 %	62 %	68 %	70 %
6/36	18 %	21 %	24 %	27 %	32 %	41 %	49 %	58 %	66 %	72 %	77 %	80 %
6/60	21 %	23 %	27 %	31 %	38 %	47 %	56 %	66 %	75 %	83 %	87 %	90 %
3/60	23 %	25 %	30 %	35 %	43 %	52 %	62 %	72 %	83 %	90 %	95 %	95 %
1/60	24 %	27 %	32 %	38 %	47 %	57 %	68 %	77 %	87 %	95 %	100 %	100 %
0	25 %	30 %	35 %	40 %	50 %	60 %	70 %	80 %	90 %	95 %	100 %	100 %

Table 2

Coverage for permanent physical impairment in the event of concentric narrowing of the field of vision			
Degree of completion	of one eye	of both eyes equally	one eye with blindness in the other
k 60°	0 %	10 %	40 %
k 50°	5 %	25 %	50 %
k 40°	10 %	35 %	60 %
k 30°	15 %	45 %	70 %
k 20°	20 %	55 %	80 %
k 10°	23 %	75 %	90 %
k 5°	25 %	100 %	100 %

Table 3

Coverage for permanent bodily injury in the event of non-concentric narrowing of the field of vision				
Hemianopsia	homonymous	Left		35 %
		Right		45 %
	binasal			10 %
	bitemporal			60 - 70 %
	double-sided	upper		10 - 15 %
		lower		30 - 50 %
	One-sided	nasal		6 %
		Temporal		15 - 20 %
		upper		5 - 10 %
		lower		10 - 20 %
	Quadrant	nasal	upper	4 %
			lower	6 %
		Temporal	upper	6 %
			lower	12 %

TABLE FOR ASSESSING THE PERMANENT EFFECTS OF INJURY		
A	HEAD AND SENSORY ORGANS	
	<b>complete defect in the cranial vault to the extent of:</b>	
A01	up to 2 cm <sup>2</sup>	up to 5 %
A02	from 2 to 10 cm <sup>2</sup>	6-10 %
A03	over 10 cm <sup>2</sup>	11-25 %
A10	<b>brain disorders or mental disorders</b> following severe head injury, verified neurologically or psychiatrically	up to 100 %
A11	<b>post-traumatic stress disorder</b> verified psychiatrically and permanently treated (the condition is proof of an injury sustained that meets the character of an accident within the meaning of the applicable insurance conditions)	15 %
A12	<b>permanent sequelae of head injury without demonstrable brain damage</b> (pain, dizziness, neurasthenic symptoms, post-traumatic headache, etc.) - assessable at 3 years after the injury, verified and permanently treated by a psychiatrist or neurologist	10 %
A20	<b>traumatic facial nerve disorder</b> verified by neurological or EMG examination	up to 15 %
A25	<b>traumatic damage to the trigeminal nerve complete</b> , verified neurologically, for each branch (there are 3 branches in total on each side)	5 %
A26	<b>facial sensitivity disorders caused by other damage - scarring</b> , for each branch (there are 3 branches on each side in total)	3 %
	<b>damage to the face or neck</b> (including the décolletage in women) and, in the case of hair growth disorders, also to the hairy part of the head, accompanied by functional disorders or giving rise to pity or a feeling of ugliness:	
A29	scars up to 2 cm or up to 1 cm <sup>2</sup> of the total area	0-2 %
A30	Scars from 2 cm to 10 cm in length or 1 cm <sup>2</sup> to 5 cm <sup>2</sup> in total area	3-5 %
A31	up to 20 cm in length or up to 10 cm <sup>2</sup> of total surface area	6-10 %
A32	over 20 cm or over 10 cm <sup>2</sup> of total area	11-15 %
A33	post-traumatic deformities of the nose without functionally significant impairment causing pity or a feeling of ugliness	3 %
A40	<b>mok fistula</b> after skull base injury	15 %
	<b>damage to the nose or sense of smell:</b>	
A50	<b>loss of the tip of the nose</b> or <b>soft parts of the nose</b>	10 %
A51	<b>loss of the entire nose without narrowing</b>	15 %
A52	<b>loss of the entire nose with narrowing</b>	25 %
A53	<b>nasal deformity</b> with functionally significant nasal patency disorder after surgical revision evaluated by an ENT physician <b>When assessing against A50-A52, you cannot assess against A29-A33 at the same time!</b>	7 %
A60	<b>chronic atrophic inflammation of the nasal mucosa</b> after a burn or scald	up to 10 %
A61	<b>chronic purulent post-traumatic</b> sinusitis proven to be caused by trauma, post-operative revision <b>Diagnoses listed in A60-61 are assessed on the basis of medical records!</b>	up to 10 %
A70	<b>loss of sense of smell by extent</b>	up to 10 %
A71	<b>loss of taste according to range</b>	up to 10 %
A72	<b>loss of vision in brain damage according to the extent objectified by an ophthalmologist</b> (visual field impairment)	up to 30 %

<b>B</b>	<b>EYE</b> <b>The assessment of total permanent sequelae shall not exceed more than 25 % in one eye, more than 75 % in the other eye and more than 100 % in both eyes. However, the permanent impairments referred to in B02, B25-B26, B30-B31, B36, B45-B46 shall be assessed above this threshold.</b>	
B01	<b>the consequences of eye injuries</b> resulting in a reduction of visual acuity shall be assessed according to auxiliary table No 1	Table 1
B02	<b>for anatomical loss or atrophy of the eye</b> , the permanent visual impairment is added to the established value	5 %
	<b>loss of a lens in one eye</b> (including impaired accommodation):	
B10	after intraocular lens correction, if visual acuity is worse than 6/12	up to 10 %
B11	if correction with an intraocular lens or contact lens is not possible	25 %
B12	if correction with an intraocular lens is not possible, but correction with a contact lens is possible	15 %
	<b>loss of the lens of both eyes</b> (including impaired accommodation)	
B15	after correction with an intraocular lens, if the visual acuity in the better eye is equal to or worse than 6/12	up to 20 %
B16	if correction with an intraocular lens is not possible, but only with a contact lens or aphakic spectacles	25 %
B17	<b>traumatic oculomotor nerve disorder</b> or oculomotor muscle <b>balance disorder</b> , depending on the degree	up to 25 %
	<b>The diagnoses listed in B20-B21 shall be evaluated by perimetric examination.</b>	
B20	<b>concentric limitation of the field of vision</b> due to the injury is assessed according to Auxiliary Table 2	Table 2
B21	<b>other limitations of the field of vision</b> shall be assessed according to Auxiliary Table 3	Table 3
	<b>violation of the patency of the lacrimal ducts:</b>	
B25	on one eye	0,5-2 %
B26	on both eyes	3-6 %
	<b>malposition of eyelashes not corrected by surgery</b>	
B30	on one eye	0,5-3 %
B31	on both eyes	3-6 %
B35	<b>dilation and paralysis of the pupil</b> (of the seeing eye) according to the degree	up to 5 %
B36	<b>deformity of the outer segment</b> and its surroundings causing pity or ugliness, also ptosis of the upper eyelid, unless it covers the pupil (independent of the visual disturbance), for each eye	up to 10 %
B40	<b>traumatic disorders of accommodation</b>	up to 10 %
	<b>post-traumatic lagophthalmos, uncorrectable by surgery, leading to loss of vision</b>	
B45	Unilateral	up to 25 %
B46	double sided	up to 50 %
	<b>When assessing points B45-B46, you cannot assess point B36 at the same time!</b>	
	<b>ptosis of the upper eyelid (seeing eye) not correctable surgically if it covers the pupil</b>	
B50	One-sided	up to 25 %
B51	double-sided	up to 50 %
<b>C</b>	<b>EAR</b>	
	<b>loss of one ear.</b>	
C01	<b>In the case of loss of part of one auricle, we assess half a percentage for the loss of the whole auricle!</b>	10 %
C02	<b>loss of both ears</b> or parts of ears <b>When assessing according to points C01-C02, points A29-A32 cannot be assessed on one ear at the same time!</b>	15 %
	<b>deformity of the auricle after surgical revision</b>	
C04	One-sided	0,5-5 %
C05	double-sided	5-15 %
	<b>perforation of the eardrum verif. by ENT doctor</b>	
C07	permanent post-traumatic perforation of the eardrum without obvious secondary infection	5 %
C08	permanent post-traumatic perforation of the eardrum with apparent secondary infection caused by trauma	8 %
	<b>deafness verified by audiometry</b>	
C10	one-sided light grade	2,5 %
C11	unilateral moderate degree or tinnitus	4 %
C12	unilateral severe degree	8 %
C13	double-sided light grade	5 %
C14	double-sided of medium degree	7 %
C15	bilateral severe degree	15 %

	<b>hearing loss</b>	
C20	complete single ear	15 %
C21	complete both ears	40 %
	<b>labyrinth disorder</b> - professionally verified	
C30	unilateral by degree	up to 14 %
C31	double-sided according to grade	up to 25 %
<b>D</b>	<b>TEETH AND DENTAL DAMAGE</b>	
	<b>Loss of teeth I.-IV. right and left or a substantial part thereof due to external force (not after bite):</b>	
D01	one tooth	5 %
D02	each additional tooth - an increase of 2%	
D03	parts of the tooth - for each tooth 1%	
D04	<b>deformation of permanent teeth I.-IV. right and left</b> as a result of proven trauma to temporary (milk) teeth - for each tooth deformation 1%	
D05	<b>loss, breakage and damage to dentures and temporary (milk) teeth</b>	0 %
	<b>damage to the tongue</b>	
D10	conditions after tongue injury with tissue defect or scarring deformities <b>When assessing under that point, the points E05-E07 cannot be assessed at the same time.</b>	up to 10 %
D11	loss of the tongue or part of the tongue	10 %
D12	mouth opening disorder after a fracture of the sleigh	5 %
<b>E</b>	<b>NECK</b>	
	<b>constriction of larynx, trachea</b> - professionally verified	
E01	light grade	10 %
E02	of medium degree	30 %
E03	of severe degree <b>According to point E03 it is not possible to evaluate at the same time when evaluating according to points E05, E06, E07, E10!</b>	65 %
E04	<b>injury to the recurrent nerve of traumatic origin</b>	15 %
	<b>loss</b> - professionally verified	
E05	voice partial	8 %
E06	voice complete (aphonia)	35 %
E07	loss of the ability to speak due to damage to the speech organs <b>When evaluating according to points E05-E07, it is not possible to evaluate according to points D10, E03 or E10 at the same time!</b>	40 %
E10	<b>permanent tracheostomy</b> <b>When assessing under E10, it is not possible to assess under E03 or E05-E07 at the same time!</b>	45 %
E11	<b>loss of larynx</b>	80 %
<b>F</b>	<b>CHEST, LUNG, HEART AND OESOPHAGUS</b>	
	<b>limitation of chest mobility</b> , adhesions of lungs, chest wall	
F01	mild, verified by spirometry and X-ray	8 %
F02	of intermediate degree, verified by spirometry and X-ray	15 %
F03	severe, verified by spirometry and X-ray	25 %
	<b>other sequelae of lung injury</b> according to the degree of impairment of function and extent, verified by spirometric examination	
F05	one-sided	30 %
F06	double sided	60 %
F10	<b>cardiac disorders</b> , verified by ECHO, ECG examination, caused by trauma, according to the degree of impairment of function	up to 80 %
F15	<b>vascular disorders</b> , verified by ECHO, SONO examination, caused by trauma, according to the degree of impairment of function	up to 50 %
F16	<b>unilateral post-traumatic damage to the mammary gland</b> , traumatic amputation of one breast <b>in women under 45 years of age</b> (inclusive)	30 %
F17	<b>bilateral post-traumatic mammary gland damage</b> , traumatic amputation of both breasts <b>in women up to 45 years of age</b> (inclusive)	50 %
F18	<b>unilateral post-traumatic damage to the mammary gland</b> , traumatic amputation of one breast <b>in women over 46 years of age</b> (inclusive)	15 %
F19	<b>bilateral post-traumatic mammary gland damage</b> , traumatic amputation of both breasts <b>in women over 46 years of age</b> (inclusive)	30 %

F20	<b>fistula of the oesophagus</b> after surgical corrections	up to 50 %
	<b>post-traumatic arm fracture</b>	
F25	light grade	10 %
F26	medium degree after surgical corrections	20 %
F27	severe degree after surgical corrections	40 %
F30	<b>loss of oesophagus</b> with replacement	70 %
<b>G</b>	<b>ABDOMEN AND DIGESTIVE ORGANS</b>	
G01	<b>damage to the abdominal wall</b> accompanied by a violation of the abdominal press	10 %
G02	<b>violation of the function of digestive organs</b> according to the degree of nutritional disorder - verified by a gastroenterologist	up to 80 %
G03	<b>loss of spleen up to</b> and including 18 years of age	25 %
G04	<b>loss of spleen</b> over 18 years	10 %
G05	<b>post-traumatic stercoral fistula</b> not surgically correctable, permanent colostomy due to trauma	60 %
G07	<b>loss of part of the liver</b> (even without metabolic response)	15 %
	<b>anal sphincter tightness</b>	
G10	Partial	20 %
G11	complete, irremovable by surgical correction	50 %
G15	<b>post-traumatic stricture of the rectum or anal canal</b>	20-40 %
<b>H</b>	<b>URINARY AND GENITAL ORGANS</b>	
H01	<b>loss of one kidney</b>	20 %
H02	<b>loss of both kidneys</b>	80 %
H05	<b>post-traumatic sequelae of</b> kidney and urinary tract injuries, including secondary infection	up to 40 %
H15	<b>Hydrocele</b>	0 %
H20	<b>loss of testicle, loss of ovary</b> - one while preserving the function of the other	5 %
H21	<b>loss of testicle, loss of ovary</b> - both up to and including age 45	35 %
H22	<b>loss of testicle, loss of ovary</b> - both from 46 to 60 years (inclusive)	20 %
H23	<b>loss of testicle, loss of ovary</b> - both from 61 years of age	10 %
	<b>anatomical loss of the male sex organ</b>	
H30	up to 45 years (inclusive)	50 %
H31	46 to 60 years (inclusive)	30 %
H32	from 61 years of age	20 %
	<b>post-traumatic deformities or dysfunction of the male genital tract verified by a urologist</b>	
H35	up to 45 years (inclusive)	25 %
H36	46 to 60 years (inclusive)	15 %
H37	00 from 61 years 00	10 %
	<b>post-traumatic deformities or functional disabilities of the female genital organs</b>	
H40	up to 45 years (inclusive)	50 %
H41	46 to 60 years (inclusive)	30 %
H42	from 61 years of age	15 %
<b>I</b>	<b>SPINE AND SPINAL CORD</b>	
I01	limitation of cervical spine mobility of <b>mild degree</b>	5 %
I02	<b>moderate</b> cervical spine mobility limitation	10 %
I03	limitation of cervical spine mobility of <b>severe degree</b>	20 %
	<b>deformity of the thoracic spine</b> - verified by spirometric or X-ray examination	
I10	wedge-shaped deformity of the vertebral body up to 10 degrees	5 %
I11	wedge-shaped deformity of the vertebral body from 11 to 20 degrees	10 %
I12	overall reduction in vertebral body height	15 %
I13	thoracic spine deformity with verified spirometric deviation or with neurological symptomatology and axial deviation. <b>When evaluating according to I13, it is not possible to evaluate according to I10-I12 at the same time!</b>	15-25 %
I15	limitation of mobility of the cervical spine of <b>mild degree</b>	5 %
I16	<b>moderate</b> limitation of cervical spine mobility	10 %
I17	limitation of mobility of the cervical spine of <b>severe degree</b>	20 %
I20	post-traumatic spinal cord injury verified by a neurologist of <b>mild degree</b>	up to 20 %
I21	post-traumatic spinal cord injury verified by a <b>mid-level</b> neurologist	21-40 %
I22	post-traumatic spinal cord injury verified by a neurologist of <b>severe degree</b>	41-100 %

I23	post-traumatic damage to the spinal cord diaphragms and roots verified by a neurologist and MRI examination	20-50 %
<b>J</b>	<b>PELVIS</b>	
	<b>violation of the integrity of the pelvic ring</b> (with impairment of the spinal column and lower limb function) verified by surgery or neurologically	
J01	for women up to and including 45 years of age	up to 50 %
J02	for women aged 46 and over and for men	up to 35 %
<b>K</b>	<b>UPPER LIMB</b> <b>Values apply to right-handed people; the opposite applies to left-handed people!</b>	
	<b>complete measurement of the shoulder joint in an unfavourable position</b> (complete abduction, adduction or similar positions)	
K01	Right	40 %
K02	left	35 %
	<b>full measurement of the shoulder joint in the favourable position or in a position close to it</b> (extension 50-70 degrees, extension 40-45 degrees, internal rotation 20 degrees)	
K03	Right	30 %
K04	left	25 %
	<b>limitation of rotational movements of the shoulder joint above 50 %</b> , without limitation of other types of mobility	
K05	Right	6 %
K06	left	5 %
	<b>shoulder joint mobility limitation of mild degree</b> (bracing with forearm extension, incomplete forearm extension above 135 degrees)	
K07	Right	6 %
K08	left	5 %
	<b>limitation of shoulder joint mobility of the middle degree</b> (extension of the shoulder joint up to 135 degrees)	
K09	Right	10 %
K10	left	8 %
	<b>limitation of mobility of the shoulder joint of severe degree</b> (extension of the shoulder joint up to 90 degrees)	
K11	Right	16 %
K12	left	14 %
	<b>In case of limitation of shoulder joint mobility of all grades, if the simultaneous limitation of rotational movements exceeds 50%, the score according to K07-K12 is increased by 1/3!</b>	
	<b>shoulder wobbling (instability)</b> , verified by ASK or MRI <b>Evaluated at the end of the third year after the accident!</b>	
K13	of light degree on the right	6 %
K14	light degree left	5 %
K15	middle grade right	8 %
K16	of medium degree left	7 %
K17	severe degree right	12 %
K18	severe degree left	10 %
	<b>shoulder joint</b> after repeated surgeries <b>Evaluated at the end of the third year after the accident!</b>	
K19	Right	35 %
K20	left	30 %
	<b>chronic inflammation of the bone marrow (fistulation)</b> only after open injuries, or after surgical procedures necessary to treat an injury) <b>Evaluated at the end of the third year after the accident!</b>	
K21	Right	30 %
K22	left	25 %
K28	<b>unrepaired sternoclavicular or acromioclavicular dislocation</b> without possible impairment of function <b>Permanent sequelae after a tear of the supraspinatus muscle are assessed according to the impairment of shoulder joint function!</b>	2 %
K29	<b>post-traumatic deformities</b> of the humerus with axial or rotational deviation, radiographically proven - for every 5-degree deviation. <b>When assessing the axial deviation, the possible shortening of the limb cannot be considered at the same time!</b>	3 %
	<b>full measurement of the elbow joint</b> in an unfavourable position (full extension or full flexion and positions close to them)	
K31	Right	30 %
K32	left	25 %

	<b>full measurement of the elbow joint</b> in the favourable position or in positions close to it (flexion at an angle of 90-95 degrees)	
K33	Right	20 %
K34	left	16 %
K35	limitation of mobility of the elbow joint of mild degree <b>on the right</b>	6 %
K36	<b>left</b> elbow joint mobility limitation of mild degree	5 %
K37	limitation of mobility of the elbow joint of the middle degree <b>on the right</b>	12 %
K38	limitation of the <b>left</b> elbow joint mobility of the middle degree	10 %
K39	limitation of mobility of the elbow joint of severe degree <b>on the right</b>	16 %
K40	limitation of mobility of the elbow joint to a severe degree <b>on the left</b>	14 %
	<b>complete measurement of the radioulnar joints</b> (with inability to retract or abduct the forearm) <b>in an unfavourable position</b> or in positions close to it (in maximal pronation or supination - in extreme averting or attraction)	
K41	Right	18 %
K42	left	15 %
	<b>full measurement of the radioulnar joints in a favourable position</b> (middle position or easy pronation)	
K43	Right	12 %
K44	left	10 %
	<b>limitation of forearm adduction or adduction of the forearm of mild degree</b>	
K45	Right	6 %
K46	left	5 %
	<b>limitation of forearm adduction or adduction of the middle degree</b>	
K47	Right	10 %
K48	left	8 %
	<b>limitation of forearm adduction or adduction of the forearm of severe degree</b>	
K49	Right	16 %
K50	left	14 %
	<b>articulation of both bones of the forearm</b> after repeated surgeries <b>It is evaluated at the end of the third year after the accident!</b>	
K51	Right	25 %
K52	left	20 %
	<b>vertebral joint</b> after repeated surgeries <b>It is evaluated at the end of the third year after the accident!</b>	
K55	Right	15 %
K56	left	10 %
	<b>elbow joint</b> <b>It is evaluated at the end of the third year after the accident!</b>	
K59	Right	15 %
K60	left	10 %
	<b>chronic inflammation of the bone marrow of the forearm</b> (only after open injuries or after surgical procedures necessary for healing) not the accident) <b>It is evaluated at the end of the third year after the accident!</b>	
K63	Right	23 %
K64	left	18 %
	<b>swinging elbow joint</b> (verified by X-ray) <b>Evaluated as of the third year after the accident!</b>	
K67	Right	11 %
K68	left	8 %
	shoulder joint <b>arthroplasty</b>	
K69	Right	30 %
K70	left	20 %
<b>L</b>	<b>WRIST AND FINGERS</b> <b>The values apply to right-handed people, the opposite applies to left-handed people!</b>	
	<b>complete wrist flexion in adverse or near adverse positions</b> (complete flexion in both directions)	
L01	Right	25 %
L02	left	20 %

	<b>full wrist measurement in a favourable position</b> (arm flexion 20-40 deg.)	
L03	Right	20 %
L04	left	15 %
	<b>the articular joint of the calcaneus</b> <b>It is evaluated at the end of the third year after the accident!</b>	
L05	Right	15 %
L06	left	12 %
	<b>limitation of wrist mobility</b>	
L10	of light degree on the right	6 %
L11	light degree left	5 %
L12	middle grade right	12 %
L13	of medium degree left	10 %
L14	severe degree right	16 %
L15	severe degree left	14 %
	<b>wrist wobbling (instability),</b> verified by X-ray. <b>It is evaluated at the end of the third year after the accident!</b>	
L20	of light degree on the right	6 %
L21	light degree left	5 %
L22	middle grade right	8 %
L23	of medium degree left	7 %
L24	severe degree right	12 %
L25	severe degree left	10 %
	<b>impairment of thumb grip function with severe mobility limitation</b>	
L30	Right	15 %
L31	left	12 %
	<b>thumb grip impairment with moderate mobility limitation</b>	
L35	Right	12 %
L36	left	8 %
	<b>impairment of thumb grip function with mild mobility limitation or inability to fully extend any of the interphalangeal joints of the thumb</b>	
L40	Right	6 %
L41	left	5 %
	<b>impairment of the gripping function of the index finger,</b> more than 4 cm are missing until the palm of the hand is fully grasped	
L45	Right	6 %
L46	left	5 %
	<b>impaired gripping function of the index finger,</b> 3-4 cm are missing until the palm of the hand is fully grasped	
L50	Right	5 %
L51	left	4 %
	<b>impaired gripping function of the index finger,</b> 1-3 cm are missing until the palm is fully grasped	
L55	Right	2 %
L56	left	1,5 %
	<b>inability to fully extend any of</b> the interphalangeal joints of the index finger	
L60	Right	2 %
L61	left	1,5 %
	<b>inability to fully extend the base joint of the index finger</b> with impaired abduction	
L62	Right	2,5 %
L63	left	2 %
	<b>impaired finger grip function,</b> more than 4 cm missing from the palm of the hand	
L65	Right	3 %
L66	left	2,5 %
	<b>impaired finger grip function,</b> 3 - 4 cm missing until the palm of the hand is fully grasped	
L70	Right	2 %
L71	left	1,5 %

	<b>impairment of finger gripping function</b> , 1 to 3 cm missing until the palm of the hand is fully grasped	
L72	Right	1,5 %
L73	left	1 %
	<b>the inability to fully extend</b> one of the base or one of the interphalangeal joints of the finger (beyond one joint on the finger)	
L74	Right	1,5 %
L75	left	1 %
	<b>post-traumatic circulatory and trophic disorders</b>	
L77	post-traumatic deformities of the nail bed on one or more fingers of the hand	1 %
L78	on one upper limb	up to 6 %
L79	on both upper limbs	up to 12 %
	<b>traumatic nerve disorders</b> <b>It is evaluated on the basis of EMG examination at the end of the 3rd year after the accident! Possible vasomotor and trophic disturbances are included in the assessment!</b> <b>axillary nerve</b>	
L80	Right	up to 25 %
L81	left	up to 22 %
	<b>spinal nerve</b> with involvement of all innervated muscles	
L82	Right	up to 35 %
L83	left	up to 30 %
	<b>spinal nerve trunk</b> with preservation of trigeminal muscle function	
L84	Right	up to 25 %
L85	left	up to 22 %
	<b>ulnar nerve</b> with involvement of innervated muscles	
L86	Right	up to 35 %
L87	left	up to 30 %
	<b>distal part of ulnar nerve</b> with preservation of ulnar wrist flexor and part of deep finger flexor function	
L88	Right	25 %
L89	left	20 %
	<b>median nerve trunk</b> with involvement of all innervated muscles	
L90	Right	up to 30 %
L91	left	up to 25 %
	<b>distal part of the median nerve</b> with involvement mainly of the tensor muscles	
L92	Right	up to 18 %
L93	left	up to 15 %
	<b>all three nerves</b> (possibly the whole brachial plexus)	
L94	Right	up to 50 %
L95	left	up to 40 %
L096	<b>traumatic nerve injury with involvement of the sensitive part of the nerve only</b> , diagnosed by a neurologist or EMG examination	up to 5 %
<b>M</b>	<b>LOWER LIMB</b>	
M01	<b>femoral condyle</b> <b>It is evaluated at the end of the third year after the accident!</b>	35 %
	<b>endoprosthesis</b> (if the knee joint is compensated, the endoprosthesis must not be evaluated)	
M02	up to 30 years	35 %
M03	up to 40 years	25 %
M04	over 40 years	20 %
M05	<b>chronic inflammation of the bone marrow of the femur</b> only after open injuries or after surgical procedures necessary to treat the injury. <b>It is evaluated at the end of the third year after the injury!</b>	30 %
	<b>shortening of one lower limb</b>	
M07	1 to 2 cm	2 %
M08	2 to 4 cm	5 %
M09	4 to 6 cm	9 %
M10	over 6 cm	15 %

M11	<b>post-traumatic deformities of the femur</b> (fractures healed with axial or rotational deviation) <b>from 5 degrees Deviations above 45 degrees are evaluated as limb loss!</b> <b>When assessing axial deviation, the relative shortening of the limb cannot be considered at the same time!</b>	5-40 %
	<b>full hip measurement</b>	
M14	in an unfavourable posture (full extension or extension, extension or flexion and postures close to these)	35 %
M15	in a favourable position (slight pulling away and basic position or slight bending)	20 %
	<b>limitation of hip joint mobility</b>	
M17	light grade	6 %
M18	of medium degree	12 %
M19	of severe degree	18 %
	<b>full measurement of the knee</b> <b>It is evaluated at the end of the third year after the accident!</b>	
M20	in an unfavourable posture (bending over an angle of 20 degrees)	25 %
M21	in an unfavourable posture (in bending over an angle of 30 degrees)	30 %
M22	in a favourable position	20 %
	<b>endoprosthesis</b> in the knee joint area	
M23	up to 30 years	30 %
M24	31-40 years old	20 %
M25	over 41 years	15 %
	<b>extirpation of the apple</b>	
M26	Partial	5 %
M27	Complete	8 %
	<b>limitation of knee joint mobility</b>	
M28	light grade	6 %
M29	of medium degree	12 %
M30	of severe degree	18 %
	<b>knee joint wobbling (instability)</b> A description of the stability tests with evaluation of the degree of instability in all investigated directions (Stages 1-3) is required! <b>It is evaluated at the end of the third year after the injury or a year and a half after the revision surgery (after the plastic surgery)!</b>	
M31	light grade	7 %
M32	of medium degree	14 %
M33	of severe degree	20 %
	<b>permanent sequelae after surgical removal of one or part of the meniscus</b>	
M34	partial meniscectomy	2 %
M35	subtotal meniscectomy	5 %
M36	total meniscectomy	6 %
	<b>permanent sequelae after surgical removal of both menisci or parts of them</b>	
M37	partial meniscectomy	5 %
M38	subtotal meniscectomy	8 %
M39	total meniscectomy	12 %
M40	<b>the joint of the tibia or both bones of the shin</b> <b>Evaluated at the end of the third year after the injury!</b>	30 %
M41	<b>chronic inflammation of the bone marrow of the bones of the tibia</b> only after open injuries or after surgical interventions necessary for the treatment of an injury. <b>It is evaluated at the end of the third year after the accident!</b>	30 %
M42	<b>post-traumatic deformities of the tibia</b> with axial or rotational deviation, radiographically proven - for every 5-degree deviation <b>Deviations above 45 degrees are assessed as loss of limb at the end of the third year after the injury!</b> <b>When assessing the axial deviation, the relative shortening of the limb cannot be considered at the same time!</b>	5 %
	<b>complete ankle joint alignment Assessed at the end of the third year after the injury!</b>	
M43	in an unfavourable position	20 %
M44	in a favourable position	15 %
	<b>In case M43 and M44 are assessed, it is not possible to assess M45-M47 at the same time!</b>	

	<b>limitation of ankle joint mobility</b>	
M45	light grade	5 %
M46	of medium degree	7 %
M47	of severe degree	13 %
M49	<b>complete loss of pronation or supination of the leg</b>	8 %
M50	<b>limitation of pronation or supination of the foot</b>	4 %
M51	<b>ankle joint wobbling (instability)</b> , verified by X-ray <b>It is evaluated at the end of the third year after the accident!</b>	8 %
M52	<b>flat, buckled or bowed foot</b> due to injury and other post-traumatic deformities of the ankle or foot	up to 10 %
M54	<b>chronic inflammation of the bone marrow in the foot area</b> only after open injuries or after surgical procedures necessary to treat the injury <b>It is evaluated at the end of the third year after the accident!</b>	15 %
	<b>full thumb gauge</b>	
M55	interphalangeal joint of the big toe	1,5 %
M56	the base joint of the big toe <b>In the case of M55-56, it is not possible to assess M58-M59 at the same time!</b>	2,5 %
	<b>limitation of thumb mobility</b>	
M58	interphalangeal joint of the big toe	1 %
M59	the base joint of the big toe	2 %
M60	<b>impairment of the function of any toe other than</b> the big toe, for each toe	1 %
	<b>post-traumatic circulatory and trophic disorders</b>	
M61	on one lower limb	up to 10 %
M62	on both lower limbs	up to 20 %
M63	post-traumatic deformities of the nail bed on one or more toes	1 %
	<b>traumatic nerve disorders of the lower limb</b> <b>They are evaluated by EMG examination at the end of the third year after the injury! Possible vasomotor and trophic disorders are included in the evaluation!</b>	
M65	<b>sciatic nerve</b>	up to 40 %
M66	<b>of the femoral nerve</b>	up to 35 %
M67	<b>obturator nerve (obturator)</b>	up to 20 %
M68	<b>a whistle nerve trunk</b> with involvement of all innervated muscles	up to 35 %
M69	<b>distal part of the phrenic nerve</b> with impairment of finger function	up to 10 %
M70	<b>needle nerve trunk</b> with involvement of all innervated muscles	up to 30 %
M71	<b>deep branch of the sciatic nerve</b>	up to 20 %
M72	<b>superficial branches of the sciatic nerve</b>	up to 10 %
M73	<b>traumatic nerve injury</b> with <b>involvement of the sensitive part of the nerve only</b> , diagnosed by a neurologist or EMG examination.	up to 5 %
<b>N</b>	<b>AMPUTATIONS - UPPER LIMB</b> <b>The values are for right-handed people, for left-handed people the opposite is true! For replantation, they are evaluated according to impairment!</b>	
	<b>loss of the upper limb at the shoulder joint or in the arm area</b>	
N01	without replantation on the right	60 %
N02	without replantation left	55 %
	<b>loss of the forearm with the elbow joint preserved</b>	
N05	without replantation on the right	50 %
N06	without replantation left	45 %
	<b>loss of a hand at the wrist</b>	
N09	without replantation on the right	45 %
N10	without replantation left	40 %
	<b>loss of a limb at the level of the metacarpal bones</b>	
N13	without replantation on the right	40 %
N14	without replantation left	35 %

	<b>loss of thumb with metacarpal bone</b>	
N18	without replantation on the right	22 %
N19	without replantation left	18 %
	<b>loss of both thumb links</b>	
N23	without replantation on the right	20 %
N24	without replantation left	17 %
	<b>loss of the end link of the thumb</b>	
N27	without replantation on the right	8 %
N28	without replantation left	5 %
	<b>loss of the index finger with the metacarpal bone</b>	
N31	without replantation on the right	12 %
N32	without replantation left	10 %
	<b>loss of three links of the index finger</b>	
N35	without replantation on the right	10 %
N36	without replantation left	9 %
	<b>loss of two links of the index finger</b>	
N39	without replantation on the right	6 %
N40	without replantation left	5 %
	<b>loss of the end link of the index finger</b>	
N43	without replantation on the right	3 %
N44	without replantation left	2,5 %
	<b>loss of the third or fourth finger with the metacarpal bone</b>	
N47	without replantation on the right	7 %
N48	without replantation left	6 %
	<b>loss of the third or fourth finger</b>	
N51	without replantation on the right	5 %
N52	without replantation left	3,5 %
	<b>loss of two links of the third or fourth finger</b>	
N55	without replantation on the right	4 %
N56	without replantation left	3 %
	<b>loss of the terminal link of the third or fourth finger</b>	
N59	without replantation on the right	3 %
N60	without replantation left	1 %
	<b>loss of the little finger with the metacarpal bone</b>	
N63	without replantation on the right	5 %
N64	without replantation left	4 %
	<b>loss of three links of the little finger</b>	
N67	without replantation on the right	4 %
N68	without replantation left	3 %
	<b>loss of two little finger links</b>	
N71	without replantation on the right	3 %
N72	without replantation left	1 %
	<b>loss of the end link of the little finger</b>	
N75	without replantation on the right	2 %
N76	without replantation left	1 %
<b>N</b>	<b>AMPUTATIONS - LOWER LIMB</b>	
N79	<b>loss of the lower limb at the hip joint</b> (exarticulation) without replantation	50 %
N81	<b>loss of the lower limb in the area between the hip and knee joints</b> without replantation	40 %
N83	<b>loss of the lower limb with preservation of the knee joint</b> without replantation	35 %
N85	<b>loss of leg with preservation of the heel</b> without replantation	20 %
N87	<b>loss of all toes and part of the metatarsal bones of the foot</b> without replantation	15 %
N89	<b>loss of the big toe and the head of its metatarsal bone</b> without replantation	10 %
N91	<b>loss of the big toe or part of it</b> without replantation	5 %

N93	<b>loss of the second, third or fourth toe and part of the metatarsal bone, for each toe</b> without replantation	2 %
N95	<b>loss of the second, third, fourth or fifth toe or its last joint, for each toe</b> without replantation	1 %
N97	<b>loss of the little toe with the metatarsal bone on the foot</b> without replantation	10 %
<b>R</b>	<b>AREAL SCARS</b>	
	<b>extensive areal scarring</b> (without considering impairment of function)	
R01	below 0.25% of body surface area (below 43.25 cm in an adult <sup>2</sup> )	0 %
R02	Keloid scar from 3 cm <sup>2</sup> to 0.25% of the body surface	2 %
R03	0.25% to 0.5% of body surface area (in an adult from 43.26 - 86.5 cm <sup>2</sup> )	2-5 %
R04	0.5% to 15% of body surface area (in an adult from 86.6 - 2,595 cm <sup>2</sup> )	6-3 %
R05	Over 15% of body surface area (over 2 596 cm in an adult <sup>2</sup> )	31-50 %
R06	post-traumatic pigmentation changes	0 %
R07	post-traumatic <b>injury</b> requiring <b>continuous and permanent connection to a breathing machine</b> (artificial lung ventilation)	40 %
R09	<b>Post-traumatic pain without functional impairment</b>	0 %
R10	<b>for other diagnoses not listed in Table B</b> , the score under the item to which the extent of permanent sequelae can be compared shall be used	

Table 4

HELP TABLE FOR DETERMINATING PERCENTAGE OF INSURANCE BENEFIT FOR THE TREATMENT OF THE FACE AND NECK		
POINT	SIZE OF THE INJURY (SCARS)	
A29	scars up to 1 cm and up to 0.5 cm <sup>2</sup> of total area	1 %
	scars from 1.1 cm to 2 cm and from 0.51 cm <sup>2</sup> to 1 cm <sup>2</sup> of total area	2 %
A30	scars from 2.1 cm to 4.5 cm and from 1.1 cm <sup>2</sup> to 2.4 cm <sup>2</sup> of total area	3 %
	scars from 4.6 cm to 7.5 cm and from 2.5 cm <sup>2</sup> to 3.7 cm <sup>2</sup> of total area	4 %
	scars from 7.6 cm to 10 cm and from 3.8 cm <sup>2</sup> to 5 cm <sup>2</sup> of total area	5 %
A31	scars from 10.1 cm to 12 cm and from 5.1 cm <sup>2</sup> to 6 cm <sup>2</sup> of total area	6 %
	scars from 12.1 cm to 14 cm and from 6.1 cm <sup>2</sup> to 7 cm <sup>2</sup> of total area	7 %
	scars from 14.1 cm to 16 cm and from 7.1 cm <sup>2</sup> to 8 cm <sup>2</sup> of total area	8 %
	scars from 16.1 cm to 18 cm and from 8.1 cm <sup>2</sup> to 9 cm <sup>2</sup> of total area	9 %
	scars from 18.1 cm to 20 cm and from 9.1 cm <sup>2</sup> to 10 cm <sup>2</sup> of total area	10 %
A32	scars over 20 cm to 23 cm and from 10.1 cm <sup>2</sup> to 13 cm <sup>2</sup> total area	11 %
	scars over 23.1 cm to 25 cm and from 13.1 cm <sup>2</sup> to 15 cm <sup>2</sup> total area	12 %
	scars over 25.1 cm to 27 cm and from 15.1 cm <sup>2</sup> to 17 cm <sup>2</sup> of total area	13 %
	scars over 27.1 cm to 30 cm and from 17.1 cm <sup>2</sup> to 20 cm <sup>2</sup> total area	14 %
	scars over 30 cm and over 20 cm <sup>2</sup> of total area	15 %

Table 5

HELP TABLE FOR CALCULATING BODY SURFACE AREA WITH 0,25 % BODY SURFACE AREA					
Age	Body surface	0,25 % of the body surface	Age	Body surface	0,25 % of the body surface
Newborn	0,23 m <sup>2</sup>	5,75 cm <sup>2</sup>	8 years	0,93 m <sup>2</sup>	23,25 cm <sup>2</sup>
2 months	0,27 m <sup>2</sup>	6,75 cm <sup>2</sup>	9 years	1,02 m <sup>2</sup>	25,50 cm <sup>2</sup>
6 months	0,35 m <sup>2</sup>	8,75 cm <sup>2</sup>	10 years	1,12 m <sup>2</sup>	28,00 cm <sup>2</sup>
1 year	0,42 m <sup>2</sup>	10,50 cm <sup>2</sup>	11 years	1,20 m <sup>2</sup>	30,00 cm <sup>2</sup>
2 years	0,49 m <sup>2</sup>	12,25 cm <sup>2</sup>	12 years	1,27 m <sup>2</sup>	31,75 cm <sup>2</sup>
3 years	0,59 m <sup>2</sup>	14,75 cm <sup>2</sup>	13 years	1,41 m <sup>2</sup>	35,25 cm <sup>2</sup>
4 years	0,69 m <sup>2</sup>	17,25 cm <sup>2</sup>	14 years	1,50 m <sup>2</sup>	37,50 cm <sup>2</sup>
5 years	0,72 m <sup>2</sup>	18,00 cm <sup>2</sup>	15 years	1,59 m <sup>2</sup>	39,75 cm <sup>2</sup>
6 years	0,80 m <sup>2</sup>	20,00 cm <sup>2</sup>	over 15 years	1,73 - 1,8 m <sup>2</sup>	43,25 cm <sup>2</sup>
7 years	0,87 m <sup>2</sup>	21,75 cm <sup>2</sup>	Adult	1,73 - 1,8 m <sup>2</sup>	43,25 cm <sup>2</sup>