



Najwyższy standard ochrony

General Terms and Conditions of Group Life Insurance for Employees and Their Families

Hestia Rodzina



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General Terms and Conditions of Group Life Insurance for Employees and Their Families Hestia Rodzina

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The following table specifies which provisions of the General Terms and Conditions of Group Life Insurance for Employees and Their Families Hestia Rodzina govern the issues listed in Article 17 section 1 of the Act of 11 September 2015 on insurance and reinsurance activity.

Name of benefit	Provision of the contract template	
	Prerequisites for payment of benefits	Limitations and exclusions of liability of ERGO Hestia allowing it to refuse the payment of benefits or to decrease their amounts
Death of the Insured	§ 2 items 14), 23), 26), § 14 sections 1–4, sections 7–14, § 23 section 1	§ 2 items 10), 13), § 14 sections 5–6, § 15, § 16, § 23 section 2
Death as a result of the accident, accident at work, land, water or air transport accident and of the accident at work in land, water or air transportation	§ 2 items 8), 14), 15), 19), 22), 23), 24), 26), 44), 45), § 24	§ 39 sections 1–2
Total disability due to accident	§ 2 items 15), 26), 36), § 25, § 26 section 1	§ 26 sections 2–4, § 39
Total permanent incapacity for work	§ 2 items 3), 14), 15), 23), 26), § 27 sections 1–2, section 5, § 29 sections 1–2, section 4	§ 2 items 10), 13), § 15, § 16, § 27 sections 3–4, § 28, § 29 section 3
Permanent disablement of the Insured due to accident or land, water or air transport accident	§ 2 items 8), 15), 24), 26), 37), 44), 45), § 30 sections 1–13	§ 39
Costs of rehabilitation of the Insured as a result of permanent disablement due to accident	§ 2 items 15), 26), 37), § 31	§ 39 sections 1–2
Death as a result of myocardial infarction or cerebral stroke	§ 2 items 14), 23), 26), § 32, § 37 section 1 items 1) and 3)	§ 2 items 10), 13), § 15, § 16, § 33, § 39 sections 1–2

Permanent disablement of the Insured due to myocardial infarction or intra-cerebral haemorrhage	§ 2 items 14), 23), 26), 37), § 34, § 37 section 1 item 1)	§ 2 items 10), 13), § 15, § 16, § 35, § 39 sections 1–2
Critical illness	§ 2 items 14), 23), 25), 26), § 36, § 37	§ 2 items 10), 13), § 15, § 16, § 38, § 39
Hospital treatment	§ 2 items 4), 12), 14), 15), 18), 23), 26), 29), 33), from § 40 to § 47	§ 2 items 10), 13), § 15, § 16, § 48
Specialised treatment	§ 2 items 14), 23), 26), § 49, § 50 section 1	§ 2 items 10), 13), § 15, § 16, § 50 sections 2–7
Surgery	§ 2 items 4), 14), 15), 21), 23), 26), § 51, Appendix No 1 to the GTC	§ 2 items 10), 13), § 15, § 16, § 52
Temporary incapacity for work of the Insured	§ 2 items 5), 14), 15), 23), 26), § 53 sections 1–5	§ 15, § 16, § 53 sections 6–7
Death of the co-insured	§ 2 items 14), 19), 26), 28), 35), § 54 sections 1–2	§ 2 items 10), 13), § 15, § 54 section 3
Birth of a child	§ 2 items 14), 23), 26), § 55 section 1	§ 2 items 10), 13), § 15, § 55 sections 2–3
Birth of children as a result of multiple pregnancy	§ 2 items 14), 23), 26), § 56	§ 2 items 10), 13), § 15
Congenital defect in the child	§ 2 items 12), 14), 23), 26), § 57 sections 1–3	§ 2 items 10), 13), § 15, § 57 sections 4–6
Stillbirth	§ 2 items 14), 23), 26), § 58	§ 2 items 10), 13), § 15
Orphaned child due to the death of the insured	§ 2 items 14), 23), 26), § 59 sections 1–2	§ 2 items 10), 13), § 15, § 16, § 59 section 3

I. General provisions

Introductory provisions

§ 1

1. Pursuant to these General Terms and Conditions of Insurance, Sopockie Towarzystwo Ubezpieczeń na Życie ERGO Hestia SA concludes, within the scope of its activities, contracts of Group Life Insurance of Employees and their Families Hestia Rodzina with Policyholders on behalf of the Insured.
2. The following documents are appendices to the General Terms and Conditions of Insurance constituting an integral part of the insurance contract:
 - a) Rules of assessing, determining and deciding on permanent disablement applied by the Insurer when determining the percentage of permanent disablement,
 - b) List of surgeries, Lund and Browder Charts, Rule of Nines.
3. The insurance contract may regulate the rights and obligations of the parties otherwise than set out in these General Terms and Conditions of Insurance.

Definitions

§ 2

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

1. contingent beneficiary	a person designated by the Insured to receive benefits due to the death of the Insured in the events specified in these General Terms and Conditions of Insurance, provided that none of the primary beneficiaries is entitled to the benefit or all primary beneficiaries are dead;
2. primary beneficiary	a person designated by the Insured to receive the benefit due to the death of the Insured in the events specified in these General Terms and Conditions of Insurance;
3. total, permanent incapacity for work	incapacity of the Insured to perform any work in any profession for at least 12 months; total, permanent incapacity for work is determined by the Insurer after the period specified above, based on medical records confirming the total and permanent nature of the incapacity for work, which means the incapacity to perform any work or activity by the Insured in the foreseeable future, for which he or she could receive remuneration or which would generate income;
4. disease	with respect to the event of hospital treatment of the Insured, the spouse or child and surgery of the Insured, a disease is a condition of the body consisting in abnormal reaction of systems or organs to stimuli from external and internal environment, causing the necessity for hospital or surgical treatment;
5. temporary incapacity for work	temporary incapacity for work under the provisions of the Labour Code (Act of 26 June 1974 Labour Code (Journal of Laws of 1998 No 21 item 94, as amended)), during which the Insured is entitled to remuneration or sick allowance;
6. maturity date of the premium	the date until which, under the insurance contract, the Policyholder is obliged to pay the insurance premium for providing insurance to the Insured; unless agreed otherwise, the maturity date of the premium is the first day of the settlement period for which the insurance premium is due and payable;
7. declaration of consent	a document in which a person makes a representation to ERGO Hestia that he or she agrees to be covered by insurance;
8. road	a separate lane comprised of the roadway, roadside, pavement, ways for pedestrians or for bicycles, along with the traction for rail vehicles located within this lane, intended for traffic or parking of vehicles or for pedestrian traffic;
9. group of the Insured	all persons covered by the insurance contract;
10. other Insurance contract	other group life insurance contract concluded by the same Policyholder;

11. deferred period	the period in which ERGO Hestia has no liability, taken into account in the calculation of the insurance premium, occurring within the scope and in situations determined in the insurance contract;
12. hospital treatment	provision of medical assistance to the Insured, the spouse or child within the scope of inpatient treatment of emergencies or treatment of conditions with respect to which the goal of the therapy could not be achieved during outpatient treatment;
13. group size	parameter specifying the number of persons employed by the Policyholder and meeting the definition of an employee as at the day of signing the application for the conclusion of a group life insurance contract or the policy anniversary date;
14. spouse	a person to whom the Insured is married on date of the event stipulated in the insurance contract, provided that a deed of separation was not entered into between the spouses in accordance with the generally applicable law;
15. accident	a sudden event caused by external circumstances, which is beyond the will and independent of the condition of the Insured or co-insured, and forms the exclusive and direct reason of an event covered by ERGO Hestia's liability and occurring during the period of that liability;
16. provision of insurance cover	providing insurance cover to the Insured under the insurance contract;
17. ERGO Hestia's liability	the liability of ERGO Hestia to pay the insurance benefits to the extent specified in the insurance contract;
18. ICU	an intensive medical care unit (intensive care unit), which is a separate, specialised hospital ward for patients with a life-threatening condition requiring specialised intensive care, nursing and supervision, equipped with appliances intended for continuous monitoring of the threat to vital functions in patients;
19. stepfather, stepmother	a person married to a parent of the Insured (in relation to the definition of parent specified below) or a parent of the spouse (in relation to the definition of spouse specified above) on the date of occurrence of the event specified in the insurance contract, and also a widow or a widower of the Insured's parent or the parent of the spouse, respectively (provided that the widow or widower has not remarried);
20. settlement period	monthly, quarterly, semi-annual or annual period for which the Policyholder pays the insurance premium set in the insurance contract;
21. surgery	a method of treatment consisting in breaking the continuity of the Insured's tissues aimed at improving his or her health condition, which, according to the attending physician, is necessary from a medical point of view in order to ensure recovery or reduce the symptoms of a disease or injury, performed by a surgeon at a medical facility, under general, perineural or local anaesthesia; the scope of insurance coverage excludes all procedures performed for diagnostic purposes, as well as single therapeutic punctures of internal organs and body cavities;
22. partner	a person of the sex opposite to the Insured's sex, who is not related to the Insured and not remaining in the affinity relationship with the Insured and who, as at the date of his or her indication, maintains a joint household with the Insured and lives at the same address;
23. adult child	own child, adopted child or stepchild (if the child's mother or father is dead) of the Insured, who has reached the age of 18;
24. vehicle	means of transport intended to move on a road and a piece machinery or equipment adjusted to this purpose; a vehicle is also a tram moving along a road;
25. critical illness	an event concerning the health of the Insured, spouse or child, determined in these General Terms and Conditions of Insurance, which occurred during ERGO Hestia's liability period;
26. employee	a person employed by the Policyholder on the basis of an employment contract, contract of nomination, contract of appointment, contract on home-based work, cooperative employment contract, full-time or part-time employment, a person employed by the Policyholder on the basis of an agency agreement or commission contract, if this person is covered by social security insurance in this regard, and a person employed by the Policyholder on the basis of a contract concluded as a result of appointment or nomination to the body representing the legal person, including managerial contract; an employee shall also be a natural person, being a member of an organisational unit being the Policyholder (provided that the insurance contract stipulates that it is concluded on behalf of these members) and a natural person being the Policyholder, who is an entrepreneur, a partner in a civil law partnership or another partnership (provided that the insurance contract is concluded on behalf of the employees of the enterprise);
27. policy anniversary date	each anniversary of the commencement of ERGO Hestia's liability towards the first person covered by the insurance, falling on the first day of a calendar month;

28. parent	the Insured's parent, as well as the stepfather and stepmother of the Insured, provided that on the date of the event stipulated in the insurance contract, the mother or the father of the Insured, respectively, is dead; within the meaning of these General Terms and Conditions of Insurance, the parent is also an adoptive parent based on a valid decision of the family court;
29. sanatorium	a health resort facility operating in accordance with legal regulations (Act of 28 July 2005 on health resort medical care, health resorts, health resort protection areas and health resort communes) located in a health resort locality, established to provide health resort services, in particular using the properties of natural treatment raw materials and treatment properties of the climate; in these General Terms and Conditions of Insurance, health resort outpatient clinics shall not be considered sanatoriums;
30. premium	the premium specified in the insurance contract, paid by the Policyholder for the provision of insurance to the employee, the spouse or the adult child;
31. sum insured	the amount specified in the insurance contract, based on which the amount of the insurance benefit is determined;
32. insurance benefit	the amount of money paid by ERGO Hestia when the event stipulated in the insurance contract occurs; the insurance benefit is determined at the amount due as at the day of occurrence of a given event;
33. hospital	a closed healthcare establishment rendering round-the-clock healthcare services, providing round-the-clock medical care over patients in permanent facilities adapted to it, employing qualified personnel; within the meaning of these General Terms and Conditions of Insurance, a Hospital is not: a nursing home, a centre for the mentally ill, home nursing care, an oncological hospice, a treatment centre for addiction to medications, narcotics or alcohol, a convalescence centre, a health resort, a sanatorium or a rest and recreation centre; the following are also not considered to be a hospital: rehabilitation hospital, hospital rehabilitation wards, daytime stay wards, as well as rehabilitation centres and healthcare centers whose primary purpose is to perform spa or rehabilitation treatment; in these General Terms and Conditions of Insurance, the scope of risk of hospital treatment covers the treatment in hospital within the meaning in line with the above definition;
34. insurance tariff	a document constituting the basis for determining the insurance premium amount, developed by ERGO Hestia in accordance with the principles of actuarial mathematics, based on the probability of death (life span tables) and the probability of other fortuitous events stipulated in these General Terms and Conditions of Insurance, taking into account the applied deferred periods and the costs of concluding and handling of insurance contracts;
35. parent-in-law	a parent of the spouse as well as stepfather and stepmother of the spouse, provided that on the date of the event stipulated in the insurance contract, his or her mother or father, respectively, is dead;
36. permanent disability of the Insured	an event determined in the General Terms and Conditions of Insurance concerning the total physical loss or total and permanent loss of power over the given organ of the Insured, the spouse or the child, which occurred during the period of ERGO Hestia's liability;
37. permanent disablement	impairment of an organ or system, causing its permanent malfunction and resulting from events specified in these General Terms and Conditions of Insurance, which occurred during the period of ERGO Hestia's liability;
38. Policyholder	a natural person, legal person or unincorporated organisational unit, to which the Act gives the capacity to act in law, concluding the insurance contract with the Insurer on behalf of the Insured;
39. Insured	a person whose life and health is the subject-matter insured;
40. Insurer (also referred to as: ERGO Hestia)	Sopockie Towarzystwo Ubezpieczeń na Życie ERGO Hestia SA with its registered office in Sopot, at ul. Hestii 1; KRS No 0000024807 of the District Court for Gdańsk-Północ in Gdańsk, 8th Commercial Division of the National Court Register, Tax ID No (NIP): 585-12-45-589, share capital (paid-up in full): PLN 64,000,000;
41. insurance contract	the contract concluded by and between the Policyholder and ERGO Hestia, determining the principles of insurance coverage;
42. co-insured	a person whose life or health is the subject-matter insured with regard to the events determined in § 3 section 2 items 7-16, 22-23, 27-28, 36-38 and 46;
43. exclusion from insurance	termination of ERGO Hestia's liability with regard to the given Insured;
44. accident in the land, water and air transportation	an accident in which: a) the Insured was a participant in a catastrophe or an accident of a vehicle moving on the road, b) the Insured was a passenger of a water, air or rail vehicle (including a train, subway, cable lane and cable and track lane) which suffered an accident or catastrophe (the driver of the vehicle shall not be considered a passenger);

45. accident at work	an accident confirmed in the accident card prepared under the generally acceptable provisions of the law, concerning the benefits for the accident at work, which occurred: a) during or in connection with the performance of regular actions or official orders by an employee (in accordance with the definition of an employee within the meaning of these General Terms and Conditions of Insurance), or b) when an employee is at the employer's disposal on the way between the employer's office and the place of performing the obligation under the employment relationship, exclusively within the scope of the Insured's employment on the basis of an employment contract at the Policyholder's company;
46. suspension of ERGO Hestia's liability	a periodical lack of obligation to pay the insurance premium and lack of ERGO Hestia's liability, in situations determined in these General Terms and Conditions of Insurance.

II. Subject and scope of insurance cover

Scope of insurance

§ 3

1. The subject-matter insured is the life and health of the Insured and the co-insured.
2. The scope of insurance may cover, at the request of the Policyholder and subject to the provisions of these General Terms and Conditions of Insurance, the following fortuitous events:
 - 1) death of the Insured (covered by the insurance in any case),
 - 2) death of the Insured due to accident,
 - 3) death of the Insured due to land, water or air transport accident,
 - 4) death of the Insured due to accident at work,
 - 5) death of the Insured due to accident at work in land, water or air transport,
 - 6) death of the Insured due to myocardial infarction or cerebral stroke,
 - 7) death of the spouse,
 - 8) death of the spouse due to accident,
 - 9) death of the spouse due to land, water or air transport accident,
 - 10) death of the child,
 - 11) death of the child due to accident,
 - 12) death of the child due to land, water or air transport accident,
 - 13) death of the parent,
 - 14) death of the parent due to accident,
 - 15) death of the parent-in-law,
 - 16) death of the parent-in-law due to accident,
 - 17) permanent disablement of the Insured due to accident,
 - 18) permanent disablement of the Insured due to land, water or air transport accident,
 - 19) permanent disablement of the Insured due to myocardial infarction or intra-cerebral haemorrhage,
 - 20) total permanent incapacity for work of the Insured due to accident,
 - 21) total disability of the Insured due to accident,
 - 22) total disability of the spouse due to accident,
 - 23) total disability of the child due to accident,
 - 24) total permanent incapacity for work of the Insured due to illness or accident,

- 25) critical illness of the Insured (under the basic, extended, maximum, maximum plus or comfort package),
- 26) occurrence of the malignant in situ breast cancer or prostate gland cancer in the Insured,
- 27) critical illness of the spouse (under the basic, extended or maximum package),
- 28) child's critical illness,
- 29) hospital treatment of the Insured (under the basic or extended package),
- 30) hospital treatment of the Insured due to land, water or air transport accident,
- 31) hospital treatment of the Insured due to accident at work,
- 32) hospital treatment of the Insured as a result of myocardial infarction or intra-cerebral haemorrhage,
- 33) treatment of the Insured at a rehabilitation ward,
- 34) stay of the Insured in a sanatorium,
- 35) costs of rehabilitation of the Insured as a result of permanent disablement due to accident,
- 36) hospital treatment of the spouse due to accident,
- 37) hospital treatment of the spouse (under the basic or extended package),
- 38) hospital treatment of the child,
- 39) specialised treatment of the Insured,
- 40) costs of post-discharge treatment of the Insured,
- 41) periodical incapacity for work of the Insured,
- 42) surgery of the Insured,
- 43) birth of the child, birth of children as a result of multiple pregnancy,
- 45) stillbirth,
- 46) congenital defect in the child,
- 47) orphaned child due to the death of the Insured.

III. Insurance contract

Basis for contract conclusion

§ 4

1. The insurance contract shall be concluded on the basis of an application submitted by the Policyholder on ERGO Hestia's form.
2. To prove the conclusion of the insurance contract, ERGO Hestia shall issue an insurance policy.

Contract validity period

§ 5

1. The insurance contract is concluded for a definite term – until the day preceding the first policy anniversary date.
2. The insurance contract shall be renewed for the subsequent 12-month periods, unless the Policyholder or ERGO Hestia, at the latest 30 days before the policy anniversary date, makes a declaration (in writing or

in a manner agreed by the parties) of non-renewal of the insurance contract or of the readiness to renew the insurance contract under modified terms and conditions.

3. If a party to the insurance contract submits a declaration of non-renewal of the insurance contract or of the readiness to renew the insurance contract under modified terms and conditions, the contract shall be terminated upon the expiry of its effective term, unless the parties reach an agreement with respect to the conditions of its renewal.

Date of conclusion of contract

§ 6

Unless otherwise agreed or in the case of any doubts, subject to the provisions of § 7, the insurance contract shall be deemed concluded on the date of delivery of the insurance policy to the Policyholder. An insurance contract concluded by way of negotiations may stipulate a different date of its conclusion.

Delivery of policy with deviations

§ 7

1. Should ERGO Hestia, in response to the submitted offer, provide the Policyholder with an insurance document which contains provisions that differ from those requested by the Policyholder to its detriment, ERGO Hestia shall be obliged to inform the Policyholder of this fact in writing upon the delivery of the insurance policy and give the Policyholder at least 7 days to raise an objection. If this obligation is not complied with, the changes introduced to the detriment of the Policyholder shall be ineffective and the insurance contract shall be concluded in accordance with the conditions presented in the offer.
2. If the Policyholder raises no objection, the contract shall enter into force in compliance with the contents of the insurance document on the day following the last day of the period designated for raising objections.
3. In the situation described in section 1, the insurance cover shall be provided in accordance with the conditions proposed by ERGO Hestia until the insurance contract is concluded.
4. If the Policyholder refuses to accept the provisions of the insurance policy that differ from those requested by the Policyholder to its detriment, ERGO Hestia shall refund the payment for the first insurance premium.

IV. Contract termination

Withdrawal from and termination of the contract

§ 8

1. The insurance contract shall be terminated upon the expiry of its effective term, unless it is renewed on the terms and conditions described in § 5.
2. The Policyholder shall have the right to withdraw from the contract within 30 days, and if the Policyholder is an entrepreneur – within 7 days from the date of conclusion of the insurance contract, by submitting a declaration to ERGO Hestia in this regard. The withdrawal shall not release the Policyholder from the obligation to pay the insurance premium for the period during which ERGO Hestia provided the cover.

3. The Policyholder shall have the right to terminate the insurance contract at any time with a three-months' notice period, starting at the end of the calendar month in which ERGO Hestia received a declaration in this regard.
4. The termination of the insurance contract shall not release the Policyholder from paying the insurance premium for the period during which ERGO Hestia's liability was maintained.
5. The insurance contract shall be terminated on the date of termination of ERGO Hestia's liability with regard to the last Insured covered by the insurance.
6. The insurance contract termination shall result in exclusion of all Insured from insurance (and vice versa).

V. Providing coverage to employees and period of ERGO Hestia's liability

Right to provide the insurance coverage

§ 9

1. A person being an employee within the meaning of these General Terms and Conditions of Insurance may be covered by insurance under the following principles.
2. The person may be covered by the insurance upon the conclusion of an insurance contract or at the beginning of the next settlement period.
3. An employee may be covered by insurance if, at the end of the calendar year in which his or her cover commences, he or she is over 15 and under 70 years of age.
4. ERGO Hestia may agree to provide insurance cover to a person over 70 years of age who has previously been covered by insurance under a different insurance contract.
5. The insurance may also be provided to a spouse or an adult child of an employee covered by insurance, in line with the principles described in § 14 below.

Commencement of ERGO Hestia's liability

§ 10

1. Subject to the provisions of section 2, the provision of insurance cover and the resulting commencement of ERGO Hestia's liability period with respect to specific persons, shall take place on the first day of the month following the month in which ERGO Hestia made the decision to accept the declarations of consent, provided that payment of the first insurance premium is made.
2. The condition to provide the insurance cover to an employee is him or her being in an employment relationship with the Policyholder on the date of completing the declaration of consent (or him or her being bound by another contract or relationship resulting from the definition of an employee found in these General Terms and Conditions of Insurance).
3. ERGO Hestia shall have the right to determine whether a person declared for insurance purposes meets the definition of an employee. To this end, ERGO Hestia may ask the Policyholder for documentation and explanations necessary to confirm that the definition of an employee is met.
4. A person who, on the date of completing the declaration of consent, is: on a sick leave, in hospital due to treatment of an illness or injury resulting from an accident, in a hospice, in a nursing home or is considered incapable of work or service based on a decision of a competent authority in accordance with provisions on social security or social provision, may not be provided with insurance cover.
5. The insurance document stating the provision of insurance cover to a given person is a confirmation of coverage with an insurance contract, issued by ERGO Hestia and given to the Policyholder.
6. Until the commencement of ERGO Hestia's liability, the insurance premiums (apart from the payment for

the first premium) are not required. The payment made for the first insurance premium shall be treated as the insurance premium for the first settlement period for which the insurance premium is due and payable.

7. Insurance cover shall be provided to an employee for the period remaining until the end of the insurance contract term, in accordance with the provisions of § 5, not longer, however, than until the end of the settlement period during which the Insured has lost his or her employee status.

Documentation required at the conclusion of the contract or the provision of the insurance cover

§ 11

1. Before the conclusion of the insurance contract or the provision of the insurance cover to a given person, ERGO Hestia reserves the right to:
 - 1) obtain documents confirming the structure of professions, age and sex (as an internal actuarial factor for calculating the premiums and benefits, which does not cause differences in the premiums and benefits of the given Insured) – with regard to employees of the Policyholder,
 - 2) obtain documents confirming the health condition of a person covered by insurance, and in the case of an employee – documents confirming that he or she meets the definition of an employee,
 - 3) refer a person to be covered by insurance to medical examinations conducted by a physician indicated by ERGO Hestia.
2. The costs of medical examinations ordered by ERGO Hestia shall be borne by ERGO Hestia.
3. ERGO Hestia also reserves the right to obtain, together with the declaration of consent, the Questionnaire for the persons entering into a group life insurance contract, subject to § 10.

The assessment of the level of insurance risk

§ 12

1. Before concluding an insurance contract and providing insurance cover to a given person, ERGO Hestia shall assess the level of insurance risk on the basis of data contained in the application for insurance, the declaration of consent and the Questionnaire for persons entering into a group life insurance contract, in the situations agreed between the parties to the contract. ERGO Hestia also reserves the right to obtain other documents (apart from those mentioned above).
2. The assessment of the insurance risk level for an entire group or part of a group of persons consists in determining the probability of fortuitous events contemplated in the insurance contract, on the basis of aggregate data concerning these persons, including the age and sex structure and, in the case of employees, the structure of professions.
3. The assessment of the insurance risk level for a given person consists in determining the probability of occurrence of fortuitous events contemplated in the insurance contract, in connection with the current health condition of the person covered by insurance, his or her property status, profession pursued, sport disciplines and leisure activities practiced.
4. In the case of an increased level of insurance risk resulting from the higher probability of occurrence of fortuitous events covered by the insurance, ERGO Hestia reserves the right to refuse the conclusion of an insurance contract, the right to conclude it on terms and conditions other than those requested by the Policyholder, the right to refuse to provide insurance cover to a given person or to propose the provision of insurance cover on the principles other than the requested ones.
5. If ERGO Hestia decides to propose to the Policyholder the conclusion of an insurance contract or the provision of insurance cover to a given person under principles other than those requested by the

Policyholder, ERGO Hestia shall communicate this decision to the Policyholder in writing. The Policyholder shall have the right to raise objections with regard to ERGO Hestia's decision within seven days from its delivery.

6. If the Policyholder raises an objection referred to in section 5 but the request for provision of insurance cover is not abandoned, the liability of ERGO Hestia shall be effective from the date specified in § 10 section 1, on the terms and conditions proposed by ERGO Hestia. ERGO Hestia's liability on the terms and conditions indicated in the first sentence shall be effective until the parties arrange the terms and conditions of insurance or resign from the request for provision of insurance cover, not longer, however, than until the end of the period for which payment of the insurance premium for the employee referred to in section 5 was made.
7. If the terms and conditions of insurance changed by ERGO Hestia, as referred to in section 4, are not accepted, ERGO Hestia shall refund the payment made for the insurance premium in the part corresponding to the period of unused insurance cover.
8. If the Policyholder raises no objections referred to in section 5, ERGO Hestia's liability shall be deemed to have commenced from the date specified in § 10 section 1, in accordance with ERGO Hestia's proposal.

Termination of ERGO Hestia's liability

§ 13

1. Should any of the following events occur, ERGO Hestia's liability with regard to specific Insured shall cease:
 - 1) on the date insurance contract termination or on the date of exclusion on the Insured from the insurance,
 - 2) upon the lapse of the month in which ERGO Hestia received a declaration on the Insured's withdrawal of consent to the provision of insurance cover,
 - 3) on the date specified in § 20 section 8 and at the beginning of the period of suspending the payment of the insurance premium, referred to in § 21 section 3 (with a possibility to reinstate ERGO Hestia's liability in the situations indicated therein),
 - 4) on the date of death of the Insured,
2. Apart from the reinstatement of ERGO Hestia's liability in the situations specified in § 20 section 8 and § 21 section 3 towards the Insured with regard to whom ERGO Hestia's liability has ceased, the reinstatement of the insurance cover shall only be possible subject to the provisions of §§ 9–12.

VI. Providing insurance cover to spouses and children covered by the employee insurance

Providing insurance to spouses and adult children

§ 14

1. A spouse of an employee covered by insurance and an adult child of such an employee may be provided with insurance cover with the scope of insurance coverage available for employees, under an insurance contract concluded on behalf of the group.
2. The insurance cover may be provided only to a spouse who meets the age criterion specified in § 9 section 3 and to an adult child of the employee.

3. If the Insured has no spouse or is in formal, judicially sanctioned, separation with a spouse, the Insured may indicate a partner as a co-insured. The partner may also enter into the contract as the Insured, on the terms and conditions specified for the Insured's spouse.
4. Effective indication of a partner shall require the Insured to submit an additional declaration on a form provided by ERGO Hestia. Subject to section 9 below, on the day of receipt of the declaration by ERGO Hestia, the partner shall assume the rights and obligations of a spouse.
5. With regard to an employee's spouse and adult child who, before enrolment for insurance, were not covered by another insurance contract, ERGO Hestia shall not be liable for the death of the Insured due to a disease that has been diagnosed or treated (provided that it had also been diagnosed earlier) during the period of 3 years before providing the spouse and the adult child with the insurance cover – if the insurance event was a normal consequence of that disease.
6. The provisions of section 5 shall apply to the following diseases diagnosed and treated before the day of providing the spouse and adult child with insurance cover: malignant neoplasm, benign brain neoplasm, ischaemic heart disease, myocardial infarction, every cardiomyopathy, every congenital heart defect, every aneurysm, cerebral stroke, every blood disease, diabetes, chronic hepatitis, cirrhosis, chronic pancreatitis, renal failure, chronic obstructive pulmonary disease, status epilepticus, multiple sclerosis, Parkinson's disease, Alzheimer's disease, HIV infection, AIDS, mental disorder (mental disorder with a documented suicide attempt, schizophrenia, psychosis, mental disorder caused by psychoactive substance use) or every genetic disease.
7. The spouse or adult child of the employee shall be covered by insurance on the basis of a declaration of consent, subject to the provisions of section 8.
8. In justified cases, ERGO Hestia may make providing an employee's spouse or adult child with insurance cover subject to the submission, in addition to the declaration of consent, of the Questionnaire for persons entering into a group life insurance contract.
9. The date of earning entitlement to cover shall be deemed:
 - 1) with regard to the employee's spouse:
 - a) the date on which ERGO Hestia's liability commences with regard to the first person covered by insurance under the insurance contract; or
 - b) the date of the Policyholder's hiring of the employee whose spouse is being covered by insurance, if the employment occurred after the date referred to in sub-item a); or
 - c) the date of marriage of the employee and the person being covered by insurance, if the marriage occurred after the dates referred to in sub-items a) and b),
 - 2) with regard to the partner:
 - a) the date on which ERGO Hestia's liability commences with regard to the first person covered by insurance under the insurance contract; or
 - b) the date of the Policyholder's hiring of the employee whose partner is being covered by insurance, if the employment occurred after the date referred to in sub-item a),
 - 3) with regard to the employee's adult child:
 - a) the date on which ERGO Hestia's liability commences with regard to the first person covered by insurance under the insurance contract; or
 - b) the date of the Policyholder's hiring of the employee whose child is being covered by insurance, if the employment occurred after the date referred to in sub-item a); or
 - c) the date of reaching the age of majority, if it occurred after the dates referred to in sub-items a) and b).
10. The Insured may indicate a partner once in a policy year, on the policy anniversary date.
11. The Insured may withdraw the indication of the partner at any time. Withdrawal of the partner's declaration shall become effective on the first day of the month following the receipt of the declaration by ERGO Hestia.
12. As a result of withdrawal of the declaration, the partner shall cease to be the co-insured or the Insured.

13. In the event of withdrawal of the partner and simultaneous indication of a spouse of the Insured, a declaration in this respect must be submitted within 3 months from the date of the wedding.
14. The insurance period for a spouse and an adult child of an insured employee shall last not longer than until the end of the insurance period of the employee.

VII. Deferred period

Scope and periods of applying the deferred period

§ 15

1. Where the group size is greater than 20 employed persons, with regard to the persons acceding to an insurance contract, who have submitted a declaration of consent within the first 4 months from the date of obtaining the entitlement to insurance cover referred to in section 4 and § 14 section 9, the deferred periods shall not be applied.
2. Where the group size is smaller than 20 employed persons, with regard to the enrolling persons, the deferred period shall be applied with regard to the following benefits:
 - 1) benefit for the hospital treatment of the Insured, hospital treatment of the spouse, hospital treatment of the Insured as a result of myocardial infarction or intra-cerebral haemorrhage, costs of post-discharge treatment of the Insured, treatment of the Insured at a rehabilitation ward, stay of the Insured in a sanatorium and hospital treatment of the child – the deferred period shall be 1 month,
 - 2) total, permanent incapacity for work, critical illnesses of the Insured, spouse or child, temporary incapacity for work of the Insured, referred to in § 53, as well as specialised treatment of the Insured – the deferred period shall be 3 months,
 - 3) surgery of the Insured, permanent disablement of the Insured due to myocardial infarction or intra-cerebral haemorrhage – the deferred period shall be 6 months,
 - 4) birth of a child, birth of children as a result of multiple pregnancy, congenital defect in the child, stillbirth – the deferred period shall be 9 months.
3. With regard to the acceding persons who have submitted a declaration of consent after 4 months from the date of obtaining the entitlement to insurance cover referred to in section 4 and in § 14 section 9, in addition to the deferred period described in section 2, the deferred period shall additionally be applied with regard to the following benefits:

death of the Insured, death of the co-insured, death of the Insured due to myocardial infarction or cerebral stroke, orphaned child due to the death of the Insured – the deferred period shall be 6 months,
4. The date of entitlement to insurance cover with regard to an employee shall be:
 - 1) the date on which ERGO Hestia's liability commences with regard to the first person covered by insurance under the insurance contract; or
 - 2) the date of employment of the employee by the Policyholder, if the employment occurred after the date of the event indicated in item 1 above; or
 - 3) the date on which an event other than the one indicated in item 1 or item 2 occurred, if such an event was determined separately in the insurance contract.
5. The deferred period referred to in sections 2 and 3 shall not apply with regard to those kinds of events and the amount of benefits paid in connection therewith if, immediately before the provision of insurance cover to an employee, spouse or adult child of the employee, the employee resigned from the enrolment for insurance under another insurance contract.
6. The deferred period referred to in sections 2 and 3 shall be calculated from the date of providing the insurance cover to the Insured. With regard to the benefit for the occurrence of a critical illness in the

spouse or child and hospital treatment of the spouse or child, the deferred period shall be calculated from the date of provision of insurance cover to the spouse or child.

7. During the deferred period, ERGO Hestia's liability for the events specified in this paragraph shall be limited to the consequences of accidents.

VIII. Obligations of the policyholder

Disclosure obligation

§ 16

1. The Policyholder is obliged to inform ERGO Hestia of all circumstances known to the Policyholder for which ERGO Hestia asked in the offer form and in other documents before the conclusion of the insurance contract or before providing insurance cover to an employee.

Should the Policyholder conclude an insurance contract through a representative, this obligation shall also apply to the representative and include the circumstances known to the representative. If an insurance contract is concluded by the Insurer despite the lack of answers to specific questions, the circumstances which have been left out shall be considered immaterial.

2. The obligations determined in section 1 shall be imposed both on the Policyholder and on the Insured.
3. ERGO Hestia shall not be liable for the consequences of the circumstances which, in violation of sections 1 and 2, have not been revealed to it (in particular, if a disease of the person covered by ERGO Hestia's liability has been concealed). If the provisions of the preceding sections have been breached as a result of wilful misconduct, in the case of doubt, it shall be assumed that an event stipulated in the insurance contract and its consequences result from the circumstances referred to in the previous sentence. ERGO Hestia may not invoke the provisions of the preceding sentences if the event occurs three years after the date of covering a given person with insurance.

Obligation to pay the insurance premium and other obligations of the policyholder

§ 17

1. The Policyholder shall be obliged to pay the insurance premiums in the amount and on the dates specified in the insurance contract.
2. During the term of the insurance contract, the Policyholder is obliged to send, before the maturity date of the insurance premiums determined in the insurance contract, the following documents to ERGO Hestia:
 - 1) documents containing periodical settlements of paid insurance premiums, prepared on ERGO Hestia's form together with information about the changes in employment,
 - 2) a list of persons who have submitted declarations of consent,
 - 3) a list of persons who are to be excluded from insurance.
3. The Policyholder is obliged to inform the Insured on an ongoing basis about the terms and conditions of the insurance contract which may affect the rights and obligations of the Insured and about the planned changes, in a manner generally accepted by the Policyholder.
4. Unless the insurance contract states otherwise, the Policyholder shall intermediate in the transfer of these General Terms and Conditions of Insurance to the employees prior to the submission of declarations of consent and other documents or information addressed to the Insured by ERGO Hestia and to ERGO Hestia by the Insured.
5. During the period of ERGO Hestia's liability, ERGO Hestia shall have the right to supervise the obligations performed by the Policyholder.

IX. Obligations of ERGO Hestia

The obligation of payment of the benefits and providing information

§ 18

1. If there occurs a fortuitous event to which ERGO Hestia's liability refers, ERGO Hestia shall be obliged to pay the benefit determined in the insurance contract.
2. The obligation of ERGO Hestia determined in section 1 arises not earlier than on the date of providing insurance cover to a person and after meeting additional prerequisites resulting from the application of the deferred period towards the Insured or changed conditions of insurance as a result of the assessment of the level of insurance risk.
3. The Insured may request that ERGO Hestia provide him or her with information concerning the provisions of the concluded insurance contract and the General Terms and Conditions of Insurance insofar as they refer to the Insured's rights and obligations.

X. Insurance premium

The date of payment and the amount of the insurance premium

§ 19

1. The insurance premium may be paid in accordance with one of the following frequencies:
 - 1) monthly,
 - 2) quarterly,
 - 3) semi-annually,
 - 4) annually.
2. The Policyholder may change the frequency of payment of the insurance premiums on each policy anniversary date with regard to all Insured.
3. The amount of the insurance premium shall be fixed at the same level for all or a part of the group of the Insured, based on the insurance tariff, the insurance risk level adopted by ERGO Hestia and the amounts of insurance benefits determined for the group of the Insured. As a result of ERGO Hestia's performance of the assessment of the level of insurance risk, the insurance premium with regard to individual Insured may differ from the premium fixed for other Insured.
4. If the insurance premium is determined individually for the Insured, its amount depends on the insurance tariff, the level of insurance risk adopted by ERGO Hestia and the amounts and types of insurance benefits within the scope of insurance, adopted by the Insurer.

Payment of the insurance premiums

§ 20

1. The condition for providing insurance cover for an employee is the payment of the first insurance premium by the Policyholder, subject to the provisions of § 10.

2. Any subsequent insurance premiums should be paid before the date on which they become due and payable.
3. In the event of termination of the insurance contract before the expiry of the period for which an insurance premium was paid, the Policyholder shall be entitled to a refund of the insurance premium for the period of unused insurance cover.
4. In the case of non-payment of a due and payable insurance premium, ERGO Hestia shall request that the Policyholder pay the amounts due, and shall set an additional 14-day time limit to this effect, under pain of termination of the insurance contract by the Policyholder towards the Insured for whom the due and payable insurance premium has not been paid, as of the last day of the additional time limit set for settlement of the receivables with effect on the last day of the period for which the insurance premium was paid.
5. The insurance premium shall be deemed paid on the date of crediting ERGO Hestia's bank account, if the amount was paid in full. Until the maturity date of the insurance premium, the Policyholder shall send the documents referred to in § 17 section 2 to ERGO Hestia that are necessary for verification of the persons covered by insurance, for whom the insurance premium is paid. The verification referred to in the previous sentence shall be conducted by ERGO Hestia within 5 business days from the date of crediting the insurance premium to ERGO Hestia's bank account.
6. In the case of payment of the insurance premium by the Policyholder for an Insured who has been excluded from insurance, the premium shall be refunded and shall not entail any legal consequences.
7. If the amount paid by the Policyholder does not correspond to the sum of the insurance premiums due and payable for all persons covered by insurance (in accordance with the current data possessed by ERGO Hestia that has been sent to it in accordance with the provisions §17 section 2), ERGO Hestia deems the insurance premium unpaid for all the Insured.
8. Starting from the first day of the period for which the insurance premium was not paid, the insurance cover shall cease. The insurance cover shall be reinstated in full and shall maintain its continuity if all insurance premiums are paid before the date of exclusion of the Insured from insurance, pursuant to section 4.

Suspension of payment of premiums

§ 21

1. Payment of the insurance premiums may be suspended:
 - 1) at the request of the Policyholder – for a period not longer than 6 months (the period shall be calculated as multiplicity of settlement periods), if the suspension of payment concerns all Insured; another suspension of payment of premiums at the request of the Policyholder may occur no earlier than after 6 months of uninterrupted payment of the insurance premiums,
 - 2) at the request of the Insured confirmed by the Policyholder – if the suspension of payments is the result of parental leave, unpaid leave of the Insured, the suspension shall be binding for not longer than until the end of the month following the month in which the reason for the suspension ceased; if the date referred to in the preceding sentence does not fall on the day ending a settlement period, the suspension period shall end upon expiry of the period for which the last insurance premiums for the group of the Insured were paid; the payment of the insurance premiums shall be resumed after submission of a declaration in this regard by the Insured.
2. Upon the end of the period of suspension of payment of premiums, the insurance premium shall become due and payable again.
3. Upon commencement of the period of suspension of payment of premiums, ERGO Hestia's liability shall cease. The resumption of payment of the insurance premiums, in accordance with the provisions of section 1 items 1 and 2, shall result in reinstatement of ERGO Hestia's liability within full scope, as from the date ending suspension period.

XI. Sum insured and the change of the amount of sum insured and the insurance premium

Sum insured

§ 22

1. The amount of sum insured shall be specified in the insurance contract.
2. On each policy anniversary date, the Policyholder may, with the consent of the Insured, request in writing or in another manner agreed between the parties that ERGO Hestia change the terms and conditions of the insurance cover.
3. The Policyholder shall submit a request for a change to ERGO Hestia not later than 14 days before the policy anniversary date. The proposed change of the terms and conditions of the insurance cover shall become effective on the policy anniversary date, provided that it is accepted by ERGO Hestia.

XII. Death of the insured

Principles of liability

§ 23

1. In the case of death of the Insured, ERGO Hestia shall pay the benefit specified in the insurance contract to the primary beneficiary, the contingent beneficiary or to another entitled person.
2. ERGO Hestia shall not pay the benefit specified in section 1 if the death of the Insured occurs as a result of:
 - 1) suicide committed by the Insured within the first 12 months from provision of insurance coverage to him or her,
 - 2) active participation of the Insured in acts of violence or terrorism,
 - 3) hostilities, riots, uprisings or military coups,
 - 4) the Insured committing or attempting to commit an intentional crime.

XIII. Death as a result of the accident, accident at work, land, water or air transport accident and of the accident at work in land, water or air transportation

Principles of liability

§ 24

1. If the insurance contract so provides, ERGO Hestia shall pay the additional benefit to the primary beneficiary, the contingent beneficiary or to another entitled person:
 - 1) for death of the Insured due to accident,
 - 2) for death of the Insured due to accident at work,

- 3) for death of the Insured due to land, water or air transport accident,
- 4) for death of the Insured due to accident at work in land, water or air transport,
– regardless of other due and payable insurance benefits.
2. If the insurance contract so provides, ERGO Hestia shall pay the additional benefit to the Insured:
 - 1) for death of the spouse due to accident,
 - 2) for death of the spouse due to land, water or air transport accident,
 - 3) for death of the child due to accident,
 - 4) for death of the child due to land, water or air transport accident,
 - 5) for death of the parent due to accident,
 - 6) for death of the parent-in-law due to accident,
– regardless of other due and payable insurance benefits.
3. There must be a causal link between the accident and death.
4. The insurance benefit shall be paid if death occurs within 180 days from the date of the accident.
5. The benefit for death of the child due to accident refers to an event in the life of the Insured's child – his or her own child, adopted child or stepchild (if the child's mother or father is dead) who, on the date of the accident, was under 25 years of age.

XIV. Total disability due to accident

Principles of liability

§ 25

1. If the insurance contract so provides, ERGO Hestia shall pay the amount of benefit specified in the insurance contract to the Insured:
 - 1) for permanent disability of the Insured due to an accident,
 - 2) for permanent disability of the spouse due to an accident,
 - 3) for permanent disability of the child due to an accident.
2. The benefit for permanent disability of the child as a result of an accident refers to an event in the life of the Insured's child – his or her own child, adopted child or stepchild (if the child's mother or father is dead) who, on the date of the accident, was under 25 years of age.
3. Within the meaning of these General Terms and Conditions of Insurance, permanent disability shall mean exclusively:
 - 1) total physical loss or total and permanent loss of control over the following organs: upper extremity (at the shoulder joint, above the elbow joint, below the elbow joint, below the wrist), lower extremity (above the middle of the upper leg, below the middle of the upper leg, below the knee joint, below the middle of the lower leg, foot, foot apart from the heel),
 - 2) total physical loss of: thumb, index finger, another finger, hallux or another toe,
 - 3) total loss of: eyesight in both eyes, eyesight in one eye, hearing in both ears, hearing in one ear or olfaction.
4. The insurance benefit shall be paid if permanent disability occurs within 180 days from the date of the accident.

Amount of benefits

§ 26

1. If permanent disability is caused by an accident, ERGO Hestia shall pay the Insured the percentage of the benefit amount for total disability due to accident attributed to a given event, as specified in the insurance contract:

1) Total physical loss or total and permanent loss of power over the particular organs	Percentage of the benefit amount
a) upper extremity – at the shoulder joint	70%
b) upper extremity – above the elbow joint	65%
c) upper extremity – below the elbow joint	60%
d) upper extremity – below the wrist	55%
e) lower extremity – above the middle of the upper leg	70%
f) lower extremity – below the middle of the upper leg	60%
g) lower extremity – below the knee joint	50%
h) lower extremity – below the middle (of the lower leg)	45%
i) lower extremity – foot	40%
j) lower extremity – foot excluding the heel	30%
2) Total physical loss of	Percentage of the benefit amount
a) thumb	15%
b) index finger	10%
c) another finger	5%
d) hallux	5%
e) another toe	2%
3) Total loss of	Percentage of the benefit amount
a) eyesight in both eyes	100%
b) eyesight in one eye	50%
c) hearing in both ears	60%
d) hearing in one ear	30%
e) olfaction	10%

2. If permanent disability resulting from one or several accidents occurs in one or several organs specified in § 26 section 3, ERGO Hestia shall pay the Insured the benefit equal to the sums of amounts determined in section 1, subject to the provisions of sections 3 and 4.
3. The sum of benefits determined in section 2 paid out by ERGO Hestia in the period of cover provided to the Insured, a spouse or a child under ERGO Hestia's liability must not exceed, with regard to each person covered by liability, the amount of benefit determined in the insurance contract. The amount may exceed the sum insured specified in the contract.
4. If a claim for permanent disability concerns an organ for the damage of which the benefit has been previously paid, ERGO Hestia shall pay the percentage of the benefit amount for total disability due to accident specified in section 1 less the amount previously paid.

XV. Total permanent incapacity for work of the insured due to illness or accident

Principles of liability

§ 27

1. Due to total, permanent incapacity for work, ERGO Hestia shall pay the Insured the benefit in the amount specified in the insurance contract.
2. The condition for ERGO Hestia's liability is that the event causing total, permanent incapacity for work occurs during the period of ERGO Hestia's liability.
3. ERGO Hestia's liability for total, permanent incapacity for work of the Insured shall expire upon payment of the benefit for this reason.
4. On the policy anniversary date in the year in which the Insured reaches the age of 70, the scope of the liability for total, permanent incapacity for work shall be limited to events resulting from an accident, which shall be taken into account when calculating the insurance premium.
5. An event being the reason for the occurrence of total, permanent incapacity for work of the Insured shall be deemed to have been caused by an accident if the total, permanent incapacity for work commenced within 180 days from the date of the accident.

Exclusions from liability

§ 28

1. ERGO Hestia shall not be liable for total, permanent incapacity for work due to a disease that has been diagnosed or treated (provided that it had also been diagnosed earlier) during the period of 3 years before providing insurance cover to the Insured – if the insurance event was a normal consequence of that disease. The exclusion referred to in the preceding sentence shall be applied as follows:
 - 1) **during the period of the first 4 months from the date of obtaining the entitlements referred to in § 14 section 9 and § 15 section 4:**
 - a) where the group size is not greater than 20 employed persons – with regard to acceding employees, spouses and adult children of employees previously not covered by another insurance contract; and
 - b) where the group size is greater than 20 employed persons – with regard to acceding spouses and adult children of employees previously not covered by another insurance contract;
 - 2) **after the first 4 months from the date of obtaining the entitlements referred to in § 14 section 9 and § 15 section 4 – with regard to acceding employees, spouses and adult children of employees, irrespective of the group size and the fact of withdrawal from another insurance contract.**
2. The provisions of section 1 above shall apply to the following diseases diagnosed or treated before the day of providing the insurance cover: malignant neoplasm, benign brain neoplasm, ischaemic heart disease, myocardial infarction, every cardiomyopathy, every congenital heart defect, every aneurysm, cerebral stroke, every blood disease, diabetes, chronic hepatitis, cirrhosis, chronic pancreatitis, renal failure, chronic obstructive pulmonary disease, status epilepticus, multiple sclerosis, Parkinson's disease, Alzheimer's disease, HIV infection, AIDS, mental disorder (mental disorder with a documented suicide attempt, schizophrenia, psychosis, mental disorder caused by psychoactive substance use), every genetic disease or occupational disease.

XVI. Total permanent incapacity for work of the insured due to accident

Principles of liability

§ 29

1. Due to total, permanent incapacity for work resulting from an accident, ERGO Hestia shall pay the Insured the benefit in the amount specified in the insurance contract.
2. The condition for ERGO Hestia's liability is that the event causing total, permanent incapacity for work occurs during the period of ERGO Hestia's liability.
3. ERGO Hestia's liability for total, permanent incapacity for work of the Insured shall expire upon payment of the benefit for this reason.
4. An event being the reason for the occurrence of total, permanent incapacity for work of the Insured shall be deemed to have been caused by an accident if the total, permanent incapacity for work commenced within 180 days from the date of the accident.

XVII. Permanent disablement of the insured due to accident or land, water or air transport accident

Principles of liability

§ 30

1. In the case of permanent disablement of the Insured due to an accident, ERGO Hestia shall pay the Insured the percentage of the benefit amount for permanent disablement of the Insured due to accident or land, water or air transport accident determined in the insurance policy for each percentage of the identified permanent disablement.
2. The insurance contract may additionally provide for the payment of the percentage of the benefit amount for permanent disablement of the Insured due to accident or land, water or air transport accident determined in the insurance policy for each percentage of the identified permanent disablement due to accident in the land, water and air transportation.
3. The percentage of permanent disablement is determined by ERGO Hestia on the basis of an opinion of a certified physician appointed by ERGO Hestia. The opinion is issued on the basis of physical examination of the Insured and medical records concerning the event resulting in the disablement. When determining the level of permanent disablement of the Insured, the certified physician shall act in compliance with his or her professional medical expertise and the actual health condition of the Insured before and after the fortuitous event. The cost of appointing the certified physician for the purposes of determining the permanent disablement shall be borne by ERGO Hestia.
4. The permanent disablement percentage may also be determined by ERGO Hestia through an authorised employee of ERGO Hestia, medical consultant of ERGO Hestia or certified physician, on the basis of the submitted medical records, if such medical records are sufficient to issue a decision.
5. ERGO Hestia reserves the right to verify the opinion of the certified physician appointed by ERGO Hestia. The verification may be carried out by a medical consultant of ERGO Hestia on the basis of medical records collected in this case.
6. The percentage of permanent disablement determined for a single accident may not be higher than 100%.
7. There must be a causal link between the accident and permanent disablement.

8. The insurance benefit shall be paid if the permanent disablement occurs within 180 days from the date of the accident.
9. The percentage of permanent disablement shall be determined after the end of the treatment and rehabilitation the Insured and after stabilisation of his or her condition. If it is impossible to determine the final percentage of permanent disablement during examination of the claim, ERGO Hestia shall pay the indisputable portion of benefit on the basis of the medical records at hand or the opinion of a certified physician within 30 days of submission of the claim. The remaining part, provided that it is due, shall be paid by ERGO Hestia no later than after 2 years from the date of the accident, and in any case no later than within 14 days from the day on which the determination of the permanent disablement became possible.
10. While determining permanent disablement, ERGO Hestia shall apply the Rules of assessing, determining and deciding on permanent disablement, attached to the General Terms and Conditions of Insurance.
11. While determining permanent disablement, ERGO Hestia shall not take into account the type of work performed or the scope of activities performed by the Insured as part of his or her work duties.
12. If permanent disablement occurred in an organ the functions of which were impaired before the accident, the level of permanent disablement will be determined as the difference between the level of impairment of the organ before and after the accident.
13. The insurance contract may stipulate that ERGO Hestia's liability for permanent disablement due to an accident should concern only such permanent disablement the percentage of which exceeds the value determined in the insurance contract. The benefit for permanent disablement due to an accident the percentage of which exceeds the value determined in the insurance contract shall be paid for each percentage of disablement.

XVIII. Costs of rehabilitation of the insured as a result of permanent disablement due to accident

Principles of liability

§ 31

1. If the percentage of permanent disablement suffered by the Insured as a result of an accident is at least 4% of permanent disablement, ERGO Hestia shall pay the Insured an additional benefit for the costs of rehabilitation resulting from the permanent disablement of the Insured due to accident, irrespective of other insurance benefits.
2. The amount of the additional benefit referred to in section 1 above:
 - 1) shall be 25% of the amount due after determination of the level of permanent disablement of the Insured due to accident; and
 - 2) may not be higher than PLN 5,000, which has been taken into account in the calculation of the insurance premium.

XIX. Death of the insured due to myocardial infarction or cerebral stroke

Principles of liability

§ 32

1. In the case of death of the Insured due to myocardial infarction or cerebral stroke, ERGO Hestia shall pay the beneficiary an insurance benefit determined in the insurance contract, regardless of other due and payable insurance benefits.
2. Myocardial infarction and cerebral stroke shall be understood according to their definitions specified in § 37 section 1 items 1 and 3; however, the benefit shall also be paid in the event of death resulting directly from myocardial infarction or cerebral stroke, as confirmed by an autopsy. With regard to the benefit for death of the Insured as a result of myocardial infarction, the requirements determined in § 37 section 1 item 1) are deemed sufficient if at least 3 out of the 4 criteria indicated in sub-items a)–d) are met.
3. There must be a causal link between the myocardial infarction or cerebral stroke and death.
4. The insurance benefit shall be paid if death occurs within 180 days from the date of the myocardial infarction or cerebral stroke.

Exclusions from liability

§ 33

ERGO Hestia's liability shall not apply to death of the Insured as a result of myocardial infarction or cerebral stroke if the following diseases have been diagnosed or treated (provided that they had been diagnosed earlier) during the period of 3 years before provision of the insurance cover: myocardial infarction, cerebral stroke, ischaemic heart disease, any cardiomyopathy, congenital abnormality of the heart or aneurysm. The exclusion referred to in the preceding sentence shall be applied as follows:

- 1) **during the period of the first 4 months from the date of obtaining the entitlements referred to in § 14 section 9 and § 15 section 4:**
 - a) where the group size is not greater than 20 employed persons – with regard to acceding employees, spouses and adult children of employees previously not covered by another insurance contract; and
 - b) where the group size is greater than 20 employed persons – with regard to acceding spouses and adult children of employees previously not covered by another insurance contract;
- 2) **after the first 4 months from the date of obtaining the entitlements referred to in § 14 section 9 and § 15 section 4 – with regard to acceding employees, spouses and adult children of employees, irrespectively of the group size and the fact of withdrawal from another insurance contract.**

XX. Permanent disablement of the insured due to myocardial infarction or intra-cerebral haemorrhage

Principles of liability

§ 34

1. In the case of permanent disablement of the Insured as a result of myocardial infarction within the meaning of § 37 section 1 item 1 or of intra-cerebral haemorrhage within the meaning of section 2 below, ERGO Hestia shall pay the Insured the benefit specified in the policy for each percentage of the identified permanent disablement.
2. Intra-cerebral haemorrhage shall be understood only as cerebral haemorrhage destroying the brain structure. Cerebral symptoms related to a migraine, brain damage as a result of an injury or hypoxia, vascular diseases resulting in eye or optic nerve injuries, as well as atrioventricular ischaemia are excluded from the insurance coverage.
3. The percentage of permanent disablement determined for a single event specified in section 1 may not be higher than 100%.
4. With regard to a single Insured, ERGO Hestia may pay one benefit for permanent disablement as a result of myocardial infarction and one benefit for permanent disablement as a result of intra-cerebral haemorrhage.
5. The percentage of permanent disablement is determined by ERGO Hestia on the basis of an opinion of a certified physician appointed by ERGO Hestia. The opinion is issued on the basis of physical examination of the Insured and medical records concerning the event resulting in the disablement. When determining the level of permanent disablement of the Insured, the certified physician shall act in compliance with his or her professional medical expertise and the actual health condition of the Insured before and after the fortuitous event. The cost of appointing the certified physician for the purposes of determining the permanent disablement shall be borne by ERGO Hestia.
6. The permanent disablement percentage may also be certified by an authorised employee of ERGO Hestia, medical consultant of ERGO Hestia or certified physician, on the basis of the submitted medical records, if such medical records are sufficient to issue a certificate.
7. ERGO Hestia reserves the right to verify the opinion of the certified physician appointed by ERGO Hestia. The verification may be carried out by a medical consultant of ERGO Hestia on the basis of medical records collected in this case.
8. There must be a causal link between myocardial infarction or intra-cerebral haemorrhage and permanent disablement.
9. The insurance benefit shall be paid if permanent disablement occurs within 180 days from the date of occurrence of myocardial infarction or intra-cerebral haemorrhage and was determined after the end of treatment and rehabilitation.
10. The percentage of permanent disablement shall be determined after the end of the treatment and rehabilitation the Insured and after stabilisation of his or her condition. If it is impossible to determine the final percentage of permanent disablement during examination of the claim, ERGO Hestia shall pay the indisputable portion of benefit on the basis of the medical records at hand or the opinion of a certified physician within 30 days of submission of the claim. The remaining part, provided that it is due, shall be paid by ERGO Hestia no later than after 2 years from the date of the event, and in any case no later than within 14 days from the day on which the determination of the permanent disablement became possible.
11. If permanent disablement occurred in an organ the functions of which were impaired before the event, the level of permanent disablement will be determined as the difference between the level of impairment of the organ before and after the event.

12. While determining permanent disablement, ERGO Hestia shall apply the Rules of assessing, determining and deciding on permanent disablement, attached to the General Terms and Conditions of Insurance.
13. While determining permanent disablement, ERGO Hestia shall not take into account the type of work performed or the scope of activities performed by the Insured as part of his or her work duties.

Exclusions from liability

§ 35

ERGO Hestia's liability shall not apply to permanent disablement as a result of myocardial infarction or intra-cerebral haemorrhage if the following diseases have been diagnosed or treated (provided that they had been diagnosed earlier) during the period of 3 years before provision of the insurance cover: myocardial infarction, ischaemic heart disease, intra-cerebral haemorrhage, cerebral stroke, diabetes, arterial hypertension. The exclusion referred to in the preceding sentence shall be applied as follows:

- 1) **during the period of the first 4 months from the date of obtaining the entitlements referred to in § 14 section 9 and § 15 section 4:**
 - a) where the group size is not greater than 20 employed persons – with regard to acceding employees, spouses and adult children of employees previously not covered by another insurance contract; and
 - b) where the group size is greater than 20 employed persons – with regard to acceding spouses and adult children of employees previously not covered by another insurance contract;
- 2) **after the first 4 months from the date of obtaining the entitlements referred to in § 14 section 9 and § 15 section 4** – with regard to acceding employees, spouses and adult children of employees, irrespectively of the group size and the fact of withdrawal from another insurance contract.

XXI. Critical illness

Principles of liability

§ 36

1. In the case of a critical illness in the Insured, ERGO Hestia shall pay the Insured the benefit determined in the insurance contract.
2. ERGO Hestia's liability may cover the occurrence of critical illnesses in the Insured within one of the following scopes:
 - 1) the basic scope, covering the occurrence of the critical illnesses listed in § 37 section 1 items 1–6,
 - 2) the extended scope, covering the occurrence of the critical illnesses listed in § 37 section 1 items 1–12,
 - 3) the maximum scope, covering the occurrence of the critical illnesses listed in § 37 section 1 items 1–18,
 - 4) the maximum plus scope, covering the occurrence of the critical illnesses listed in § 37 section 1 items 1–23,
 - 5) the comfort scope, covering the critical illnesses listed in § 37 section 1 items 1–23 and items 26–35.
3. The insurance contract may additionally stipulate:
 - 1) extending ERGO Hestia's liability to occurrence of the malignant in situ breast cancer or prostate gland cancer in the insured,
 - 2) extending ERGO Hestia's liability to a critical illness in a spouse,
 - 3) extending ERGO Hestia's liability to critical illness in the Insured's child under the age of 25.

4. The benefit for the occurrence of a critical illness in a spouse or child shall be payable to the Insured.
5. As part of insurance covering a critical illness in a child, ERGO Hestia's liability shall only cover the occurrence of the critical illnesses listed in § 37 section 1 items 4–9, 13–18, 22 and 24–26, 31 and 36.

Scope of insurance

§ 37

1. Within the meaning of these General Terms and Conditions of Insurance, a critical illness shall be understood as the following:
 - 1) **such myocardial infarction** in which there is explicitly diagnosed partial myocardial necrosis resulting from acute ischaemia, with the presence of the following:
 - a) typical anginal pain identified in the patient's medical history,
 - b) new changes in electrocardiography, previously not diagnosed, typical for recent myocardial infarction,
 - c) characteristic increase in the activity of heart biomarkers typical for recent myocardial infarction,
 - d) significantly decreased ejection fraction of the left ventricle, below 45% (according to a measurement performed at least 3 months of the date of event) or new segmental disturbances in the contractility of heart wall diagnosed in imaging examinations;
 - 2) **such coronary artery bypass surgery (by-pass)** that was performed in a legally operating hospital and by an authorised physician, according to a medical indication, and involved the creation of artery bypass grafts aimed at bypassing at least one strictured or completely obstructed coronary artery; the scope of the insurance excludes any other coronary artery procedures, including percutaneous transluminal coronary angioplasty (PTCA);
 - 3) **such cerebral stroke** that was caused by a cerebrovascular accident (CVA), including:
 - a) infarction of cerebral tissue,
 - b) intracranial or subarachnoid haemorrhage,
 - c) embolism caused by material of the extracranial origin;

and resulting in chronic neurological defects persisting for more than 3 months (this requirement does not pertain to the benefit due to death of the Insured resulting from a cerebral stroke).

A cerebral stroke suffered by the Insured should be confirmed by the results of imaging examinations. The scope of the insurance coverage excludes the following: transient ischaemic attack (TIA), cerebral symptoms caused by traumatic factors or a migraine, or symptoms resulting from vascular causes associated with a brain disease;

- 4) **such malignant neoplasm** that manifests through the presence of a malignant tumour characterised by uncontrollable growth, spread of malignant cells and tissue infiltration; the term "malignant neoplasm" also includes leukaemia and malignant diseases of the lymphatic system, such as Hodgkin's disease; the classification of malignant neoplasm must be verified by histological examination and confirmed by a specialist; the scope of the insurance excludes the following:
 - a) cervical dysplasia (CIN-1, CIN-2, CIN-3),
 - b) any benign neoplasm characterised by a high risk of malignant transformation (precancerous condition),
 - c) any early form of malignant neoplasm, including lesions like carcinoma in situ;
 - d) any skin neoplasm except for malignant melanoma of the thickness greater than 1.5 mm (at least 3rd degree on the Breslow scale),
 - e) prostate cancer histologically described as T1 in the TNM classification (including T1a, T1b or T1c),
 - f) malignant neoplasm being a symptom of AIDS or an HIV infection; the date of the event shall be the date of collecting material for histological examination;

- 5) **such renal failure** that means end-stage renal failure in the form of irreversible functional impairment of both kidneys, requiring either continuous dialysis or kidney transplantation; the diagnosis of this critical illness must be confirmed by a specialist;
- 6) **such organ transplantation** that means surgical treatment involving transplantation to the Insured or a spouse or child of an employee (if the spouse or child are covered by ERGO Hestia's liability specified in § 36 section 3 items 2 and 3) of one or more of the following organs or tissues of human origin: heart, lung, liver, kidney, small intestine or bone marrow, provided that the procedure is performed in Poland or abroad based on a decision of an authorised institution in a legally operating hospital and by an authorised physician;
- 7) **such loss of sight** that means complete and irreversible loss of sight in both eyes as a result of a disease or accident, which cannot be corrected by medical treatment; the occurrence of blindness must be confirmed by the result of ophthalmological examination;
- 8) **such paralysis** that means complete and irreversible loss of control of at least two extremities, as a result of paralysis caused by an accident or disease; the presence of the paralysis must be confirmed by medical records covering the period of at least three months before the day of filing of the claim;
- 9) **such burn** that means a third-degree burn of at least 20% of the surface of the body; it is required to present a discharge summary specifying the degree of burn and a percentage of burnt surface of the body; for the classification of a critical illness in a child under the age of 15, the Lund and Browder Charts are used, and in the case of a child above the age of 15 – the Rule of Nines, attached to these General Terms and Conditions of Insurance;
- 10) **such multiple sclerosis** that has been explicitly diagnosed by a neurologist and its development has shown the symptoms of demyelination, impairment of motor and sensory functions, as well as changes revealed by magnetic resonance imaging of the brain that are typical of this critical illness; additionally, ERGO Hestia's liability applies in cases where, as a result of multiple sclerosis:
 - a) the Insured has been experiencing incessant neurological disorders for at least 6 months; or
 - b) the Insured has been hospitalised at least twice (with at least a month's hiatus between subsequent hospital stays); or
 - c) the Insured has been hospitalised at least once, where clinical examinations revealed characteristic changes in the cerebrospinal fluid and specific changes in the magnetic resonance brain image;
- 11) **such heart valve transplantation** that means a replacement of one or more heart valves with artificial or native heart valves; the term "heart valve implantation" includes the replacement of the aortic, mitral, pulmonary or tricuspid valve with artificial or native heart valves, where such replacement is caused by stenosis, incompetence of the valve or a combination of both these factors; the scope of insurance excludes the following:
 - a) valvuloplasty,
 - b) valvulotomy,
 - c) commissurotomy;
- 12) **such aortic surgery** that means surgical treatment performed due to an aortic disease, involving a resection or replacement of a lesioned section of the aorta with a graft; the term "aortic surgery" includes surgery of the abdominal and thoracic aorta but not of their branches; traumatic damage to the aorta is excluded from the scope of liability;
- 13) **such loss of speech** that means complete and irreversible loss of speech resulting from an illness or injury; the loss of speech must last incessantly for at least 12 months; the benefit shall not be paid if, according to medical knowledge, there exists any kind of aid, device, treatment or transplant that can partly or completely restore speech;
- 14) **such a coma** that means a state of deep loss of consciousness with the lack of reactions to external pain stimuli and the lack of the corneal reflex, lasting for at least 96 hours, requiring the use of life-sustaining equipment and characterised by the presence of a neurological deficit causing impairment of the Insured's performance by at least 25%; the benefit shall be paid if the coma has lasted for more than 60 days;

- 15) **such loss of hearing** that means bilateral and irreversible loss of hearing (with a hearing threshold above 90 decibels) resulting from a disease or injury; the benefit shall not be paid if, according to medical knowledge, there exists any kind of aid, device, treatment or transplant that can partly or completely restore hearing;
- 16) **such loss of extremities** that means complete and permanent loss of the function or total physical loss of one or more extremities above the wrist or ankle as a result of an accident or disease;
- 17) **such a benign brain tumour** that means the presence of a life-threatening, non-malignant tumour in the brain tissue with accompanying symptoms of increased intracranial pressure in the form of optic disc swelling (papilloedema), epileptic fits or functional neurological defects; the diagnosis must be confirmed by a neurologist and documented by the results of imaging examinations, such as computer tomography (CT) or magnetic resonance imaging (MRI); the scope of insurance excludes cysts, granulomatous changes, developmental defects within arterial or venous cerebral vessels, haematomas, as well as tumours of the pituitary gland and the spinal cord;
- 18) **such hepatitis (fulminant viral hepatitis)** that means extensive liver necrosis caused by hepatitis and leading to its failure; the diagnosis must be confirmed by simultaneous presence of all the following symptoms:
 - a) sudden decrease in hepatic mass,
 - b) extensive liquefactive necrosis,
 - c) sudden decrease in the values of hepatic function laboratory test results,
 - d) increasing jaundice; the carrying state of hepatitis B virus or viral hepatitis alone do not result in ERGO Hestia's liability;
- 19) **such chronic respiratory failure** that means an advanced stage of pulmonary disease; the simultaneous occurrence of the following conditions is required:
 - a) spirometry test – FEV1 test result under 1 litre,
 - b) confirmation of the requirement for oxygen therapy and daily use of this treatment method for at least 8 hours a day;
- 20) **such systemic lupus erythematosus** that means multi-organ, multi-factor autoimmune disease characterised by damage to the body's own tissues and cells done by the immune system; within the meaning of these General Terms and Conditions of Insurance, the term "systemic lupus erythematosus" includes only those forms of the disease that lead to tissue damage (type III–type V nephritis in systemic lupus erythematosus confirmed by renal biopsy results, according to the WHO classification described below); other forms of the disease, such as chronic lupus erythematosus, and such forms of the disease that are characterised by the involvement of joints and haematologic disorders are excluded from the scope of liability; the final diagnosis of the disease must be confirmed by a rheumatologist or immunologist; the WHO classification of nephritis in the course of systemic lupus erythematosus:
 - a) Type III (focal) – proteinuria, persistently increased ESR,
 - b) type IV (diffuse) – acute nephritis with increased ESR or nephrotic syndrome,
 - c) type V (membranous) – nephrotic syndrome or massive proteinuria;
- 21) **such aplastic anaemia** that means irreversible bone marrow damage manifesting as anaemia, neutropaenia and thrombocytopaenia. The diagnosis of the disease must be confirmed by a bone marrow examination and at least two of the following cumulative conditions must be met:
 - a) absolute neutrophil count: 500 per cubic millimetre or lower,
 - b) absolute reticulocyte count: 20,000 per cubic millimetre or lower,
 - c) platelet count: 20,000 per cubic millimetre or lower;
- 22) **such HIV infection due to blood transfusion** that means becoming infected with HIV, provided that the following cumulative conditions are met:
 - a) HIV was contracted due to medically justified blood transfusion performed after the date of providing the Insured with the insurance cover,

- b) the Insured does not suffer from haemophilia or other haematopoietic system diseases that require cyclical blood transfusion; the benefit will not be paid in the event of invention of an effective method of treating AIDS or other symptoms of HIV or in the event of discovery of a treatment method effectively preventing the development of AIDS; other HIV infections, including those resulting from sexual activity or intravenous drug use are excluded from the scope of liability; at the same time, ERGO Hestia reserves the right to gain access to all blood samples confirming the Insured's HIV infection and to perform independent test of such samples;
- 23) **such Parkinson's disease** that means a slowly progressing, degenerative disease of the central nervous system caused by primary degeneration of substantia nigra nerve cells, leading to a decrease in the number of neurons producing dopamine; the disease should be explicitly diagnosed, and the following cumulative conditions must be met – the disease:
- a) is not responding to pharmacological treatment;
 - b) is of progressive nature;
 - c) must cause permanent and irreversible inability of the Insured to move between rooms located on the same level – without the need for another person's assistance;
- 24) **such brain meningioma** that means a brain tumour verified by histological examination as brain meningioma; the scope of insurance excludes other changes in the central nervous system, i.e. cysts, granulomas, intracranial malformations, tumours of the pituitary gland and the spinal cord;
- 25) **such encephalitis** that means an acute inflammatory disease of the brain that has led to permanent defective symptoms (damage to the brain structure); the presence of encephalitis and permanent defective symptoms must be explicitly confirmed by hospital treatment medical records;
- 26) **such muscular dystrophy** that means a group of genetically determined myopathies (primarily muscular diseases) of a degenerative nature, characterised by weakness and muscle atrophy without involvement of the nervous system. The benefit specified in this contract shall be payable if the Insured is diagnosed with muscular dystrophy causing a neurological deficit, which results in permanent and irreversible inability of the Insured to move between rooms located on the same storey;
- 27) **such end-stage hepatic failure** that means end-stage hepatic failure with increasing jaundice, which, in a physician's opinion, cannot be mitigated and causes ascites or hepatic encephalopathy;
- 28) **such motor neuron disease** that means progressive degeneration of corticospinal pathways with atrophy of cells in the anterior horns of the spinal cord or damage to the spinal bulb nerves. The motor neuron disease includes such conditions as: spinal muscular atrophy (SMA), progressive bulbar palsy (PBP), amyotrophic lateral sclerosis (ALS) and primary lateral sclerosis (PLS). The benefit shall be payable if the motor neuron disease causes a neurological deficit leading to permanent and irreversible inability of the Insured to:
- a) move between rooms located on the same storey; or
 - b) eat prepared and served meals on one's own;
- 29) **such primary pulmonary hypertension** that means a disease manifesting as increased blood pressure in the pulmonary artery resulting from primary changes in pulmonary vessels. ERGO Hestia's liability pertains to the form of primary pulmonary hypertension complicated by significant enlargement of the right heart ventricle, confirmed by imaging examinations, which causes circulatory failure of Class IV according to the NYHA (New York Heart Association) Classification;
- 30) **such tick-borne viral encephalitis** that means encephalitis caused by the tick-borne encephalitis virus; ERGO Hestia's liability applies exclusively to the tick-borne form of encephalitis, where complications, lasting for at least 6 weeks, have led to neurological defects (explicitly confirmed by hospital treatment records); the occurrence of a critical illness must be additionally confirmed by a cerebrospinal fluid examination;
- 31) **such sepsis** that means a generalised meningococcal infection or a pneumococcal infection; ERGO Hestia's liability applies only to sepsis with a multi-organ failure, which must be associated with abnormal functioning of two or more organs or systems: kidneys, adrenal glands, liver, circulatory system, respiratory system, central nervous system or haematopoietic system;

- 32) **such Crohn's disease** that means chronic non-specific granulomatous enteritis. ERGO Hestia's liability applies only to the form of Crohn's disease with complications resulting from the formation of numerous fistulae, obstruction or perforation of the intestine. The diagnosis of a critical illness must be additionally confirmed by histological examination results;
- 33) **such Alzheimer's disease** that means a progressive degenerative brain disease characterised by the presence of diffuse atrophic changes of the whole cerebral cortex, confirmed by the presence of typical histological changes. ERGO Hestia's liability applies only in the case where because of Alzheimer's disease, the following cumulative conditions are met:
- a) the Insured has been diagnosed with permanent and irreversible brain function impairment,
 - b) neurological and neuropsychiatric examinations confirm a decreased mental ability, including a decreased cognitive function,
 - c) the Insured requires constant supervision by third parties;
- 34) **such serious head trauma (resulting from an accident)** that caused a neurological deficit leading to permanent and irreversible loss of the ability to lead an independent existence, manifested in the inability to:
- a) move between rooms located on the same storey,
 - b) eat prepared and served meals on one's own,
 - c) communicate with the environment through oral statements;
- 35) **such loss of the ability to lead an independent existence** that means solely such a health condition, resulting from a disease or accident, where the Insured is unable to perform three of the six following Everyday Activities for a period of at least 6 months. The Insured's loss of the ability to lead an independent existence must be of a permanent nature, which means that it is not going to change in the foreseeable future. Everyday Activities include the following:
- a) the ability to wash in a tub or shower on one's own (including the act of going into and out of the tub or shower cabin) or to perform personal hygiene activities on one's own;
 - b) the ability to put on and take off any item of clothing, including, if required, any orthopaedic devices, prostheses or other medical devices,
 - c) the ability to move on one's own between rooms located on the same storey,
 - d) the ability to move on one's own between a bed and a chair or a wheelchair,
 - e) the ability to use the toilet or the ability to maintain one's personal hygiene,
 - f) the ability to eat prepared and served meals on one's own.
- 36) **such bacterial meningitis** that only means an acute infectious disease caused by bacteria, that has been diagnosed on the basis of cerebrospinal fluid examination and a positive blood culture from that fluid and that requires treatment in a hospital.

2. If two or more of the following critical illnesses occur at the same time:

- a) Alzheimer's disease,
- b) serious head trauma,
- c) nervous system disease,
- d) muscular dystrophy,
- e) tick-borne encephalitis

or another critical illness resulting in the Insured's loss of the ability to lead an independent existence, ERGO Hestia shall only pay one benefit for one critical illness, which has been taken into account in the calculation of the insurance premium.

3. ERGO Hestia's liability for the occurrence of the malignant in situ breast cancer or prostate gland cancer in the Insured exists if the cancer is limited to the breast or prostate gland tissue and, at the same time, the change has been verified by histological examination as carcinoma in situ; the scope of insurance excludes:

- a) any benign neoplasm characterised by a high risk of malignant transformation (precancerous condition),
 - b) any change histologically described as dysplasia,
 - c) malignant neoplasm being a symptom of AIDS or an HIV infection;
- the date of the event shall be the date of collecting material for histological examination.

Principles of liability

§ 38

1. On the policy anniversary date in the year in which a person covered by insurance against a critical illness reaches the age of 70, the scope of liability for a critical illness of the Insured or a spouse, respectively:
 - 1) under the basic package – shall be limited only to renal failure and organ transplantation,
 - 2) under the extended package – shall be limited only to renal failure, organ transplantation and burns,
 - 3) under the maximum package – shall be limited only to renal failure, organ transplantation, burns and loss of extremities,
 - 4) under the maximum plus package – shall be limited only to renal failure, organ transplantation, burns, loss of extremities and systemic lupus erythematosus,
 - 5) under the comfort package – shall be limited only renal failure, organ transplantation, burns, loss of extremities, systemic lupus erythematosus and tick-borne encephalitis,
 - 6) under ERGO Hestia's liability for malignant carcinoma in situ of the breast or prostate gland developed in the Insured – shall be changed and include only the malignant cancer within the meaning of § 37 section 1 item 4, which is taken into account in the calculation of the insurance premium.
2. The limitation described in section 1 items 1–6 shall also apply in the case of providing cover to a person due to a critical illness after the policy anniversary date referred to in section 1.
3. In the case of payment of the insurance benefit for a specific type of critical illness of the Insured, a spouse or a child, ERGO Hestia's liability for the occurrence of such an illness and other critical illnesses in a given person, which are a normal consequence of the illness described in section 7 below, for which the benefit has been previously paid, shall expire.
4. The benefit for a critical illness shall be paid provided that the Insured, a spouse or a child is still alive for a period of 30 days from the date of occurrence of the critical illness.
5. If the Insured is not covered by ERGO Hestia's liability for a critical illness, ERGO Hestia's liability may not cover the occurrence of a critical illness in his or her spouse or child.
6. ERGO Hestia's liability shall not include critical illnesses which were diagnosed in the Insured, a spouse or a child prior to providing ERGO Hestia's liability for critical illness to this person (also prior to the end of the deferred period) and shall not include critical illnesses resulting from diseases which were diagnosed or treated (provided that they had been diagnosed earlier) within 3 years prior to providing ERGO Hestia's liability for a critical illness. The exclusion referred to in the preceding sentence shall be applied as follows:
 - 1) **during the period of the first 4 months from the date of obtaining the entitlements referred to in § 14 section 9 and § 15 section 4:**
 - a) where the group size is not greater than 20 employed persons – with regard to acceding employees, spouses and adult children of employees previously not covered by another insurance contract; and
 - b) where the group size is greater than 20 employed persons – with regard to acceding spouses and adult children of employees previously not covered by another insurance contract;
 - 2) **after the first 4 months from the date of obtaining the entitlements referred to in § 14 section 9 and § 15 section 4** – with regard to acceding employees, spouses and adult children of employees, irrespectively of the group size and the fact of withdrawal from another insurance contract.

7. The provisions of sections 3 and 6 refer to the following diseases diagnosed or treated before extending the liability for a critical illness to a given person:
- 1) myocardial infarction, ischaemic heart disease, diabetes, cardiomyopathy of any type – for myocardial infarction and coronary artery bypass surgery;
 - 2) cerebral stroke of every etiology, diabetes, aneurysm, arterial hypertension, atrial fibrillation – for a cerebral stroke;
 - 3) malignant neoplasm or determination of the existence of cells of low differentiation (immature), whose structure significantly differs from the image of regular tissues – for malignant neoplasm;
 - 4) glomerulonephritis, nephrosclerosis, polycystic kidney disease, lupus erythematosus – for renal failure;
 - 5) any heart defect, any cardiomyopathy, cirrhosis, short bowel syndrome, leukaemia, myeloma, renal failure – for organ transplantation;
 - 6) glaucoma, retrobulbar tumour, pituitary tumour – for loss of eyesight;
 - 7) every brain tumour, cerebral stroke, Parkinson's disease, multiple sclerosis – for paralysis;
 - 8) every valvular heart disease, atherosclerosis – for heart valve transplantation;
 - 9) congenital abnormality of the heart, aneurysm, atherosclerosis – for aortic surgery;
 - 10) cerebral stroke, brain tumour – for loss of speech;
 - 11) cerebral stroke, brain tumour, diabetes, cirrhosis – for a coma;
 - 12) brain tumour, ear neoplasm – for loss of hearing;
 - 13) atherosclerosis, diabetes – for loss of extremities;
 - 14) brain tumour – for a benign brain tumour;
 - 15) cirrhosis, chronic hepatitis, alcoholic liver disease – for end-stage hepatic failure;
 - 16) chronic obstructive pulmonary disease, bronchial asthma, pneumoconiosis – for chronic respiratory failure;
 - 17) type B or C chronic hepatitis – for end-stage hepatic failure;
 - 18) heart defect, chronic obstructive pulmonary disease, pulmonary embolism – for pulmonary hypertension;
 - 19) Crohn's disease – for Crohn's disease,
 - 20) cerebral stroke, paralysis, atherosclerosis, Alzheimer's disease, nervous system disease, muscular dystrophy and tick-borne encephalitis – for loss of the ability to lead an independent existence.

XXII. Limitations of ergo hestia's liability with regard to claims due to an accident, total, permanent incapacity for work, critical illness and the effects of myocardial infarction, cerebral stroke or intra-cerebral haemorrhage

Limitations of liability

§ 39

1. The limitations of liability referred to in section 2 shall apply to the benefits for:
 - 1) death of the Insured, a spouse, child, parent or parent-in-law due to an accident,
 - 2) death of the Insured, a spouse or child due to an accident in the land, water and air transportation,

- 3) death of the Insured due to accident at work,
 - 4) death of the Insured due to accident at work in land, water or air transport,
 - 5) death of the Insured due to myocardial infarction or cerebral stroke,
 - 6) permanent disablement of the Insured due to accident or land, water or air transport accident,
 - 7) costs of rehabilitation of the Insured as a result of permanent disablement due to accident,
 - 8) permanent disablement of the Insured due to myocardial infarction or intra-cerebral haemorrhage,
 - 9) total permanent incapacity for work of the Insured due to illness or accident,
 - 10) total permanent incapacity for work of the Insured due to accident,
 - 11) permanent disability of the Insured, spouse or child due to accident,
 - 12) critical illness of the Insured, a spouse or a child.
2. ERGO Hestia shall not pay the insurance benefit for the events referred to in section 1 if an event under ERGO Hestia's liability occurs as a result of:
- 1) participation in high-risk recreational and sports activities, which shall be understood as: diving, mountain and rock climbing, speleology, rafting, white-water canoeing, parachuting, bungee jumping, air sports (as a pilot or passenger of an aircraft), motor sports, water motor sports or martial arts,
 - 2) participation in races and rallies of land, water or air vehicles and in preparations for them,
 - 3) wilful participation in a crime or wilful attempt to commit a crime,
 - 4) hostilities, riots, uprisings or military coups d'état or active participation in acts of violence or terrorism,
 - 5) airplane crash if the Insured, a spouse of a child was not a passenger of an airplane of licenced airlines,
 - 6) catastrophes resulting in radioactive, chemical, biological contamination or radiation,
 - 7) contribution to the occurrence of the event by the Insured, being in the state after consumption of alcohol or in the state of alcoholic intoxication, or due to damage of pancreas or liver caused by consumption of alcohol and in the state after the use of narcotics or psychotropic substances; the state of alcoholic intoxication occurs when the level of alcohol in the organism is or leads to: the concentration of alcohol in blood above 0.5‰ or the level of 0.25 mg of alcohol in 1 dm³ of breath. The state after consumption of alcohol occurs when the level of alcohol in the organism is or leads to: the concentration of alcohol in blood between 0.2‰ and 0.5‰ or the level between 0.1 mg to 0.25 mg of alcohol in 1 dm³ of breath,
 - 8) intended self-mutilation, suicide (of the Insured only during the period of two years from the provision of the insurance cover) or an attempt to commit suicide,
 - 9) mental disturbances or illnesses resulting from the addiction to psychoactive substances (including alcohol),
 - 10) bodily injuries suffered by the Insured, a spouse or a child before the date of coverage with ERGO Hestia's liability,
 - 11) driving a land, water or air vehicle without the licence and without a valid technical inspection certificate or other vehicle approval certificates, provided that this has contributed to the occurrence of the event.
3. ERGO Hestia shall not pay the insurance benefit due to a critical illness of the Insured, a spouse or a child, total permanent incapacity for work of the Insured due to illness or accident and total permanent incapacity for work of the Insured due to accident if the event covered by ERGO Hestia's liability occurs as a result of AIDS or contraction of HIV or derived illnesses.

XXIII. Hospital treatment

Scope of insurance

§ 40

1. ERGO Hestia's liability may include hospital treatment of the Insured under the basic or extended package.
2. The hospital treatment risk includes treatment in a hospital as defined in § 2 item 33.
3. Under the basic package of hospital treatment of the Insured, ERGO Hestia's liability shall include the benefits referred to in § 41 sections 1–2.
4. The insurance contract may stipulate that ERGO Hestia's liability under the basic package shall be limited only to hospital treatment necessitated by an accident.
5. Under the extended package of hospital treatment of the Insured, ERGO Hestia's liability shall include the benefits referred to in § 41 sections 1–4.
6. In addition to the basic or extended scope of hospital treatment of the Insured, the insurance contract may extend ERGO Hestia's liability to include the following circumstances:
 - 1) hospital treatment of the Insured due to accident at work,
 - 2) hospital treatment of the Insured due to land, water or air transport accident,
 - 3) hospital treatment of the Insured as a result of myocardial infarction (within the meaning of § 37 section 1 item 1) or intra-cerebral haemorrhage (within the meaning of § 34 section 2),
 - 4) treatment of the Insured at a rehabilitation ward,
 - 5) stay of the Insured in a sanatorium
 - 6) hospital treatment of the spouse due to accident,
 - 7) hospital treatment of the spouse (under the basic or extended package),
 - 8) hospital treatment of the child of the Insured,
 - 9) costs of post-discharge treatment of the Insured.
7. With regard to a spouse provided with cover under the basic package, ERGO Hestia's liability shall include the benefits referred to in § 44 sections 1–2, and in the case of the extended scope, ERGO Hestia's liability shall include the benefits referred to in § 44 sections 1–4.
8. The benefit for hospital treatment of the spouse or child shall be payable to the Insured.

Hospital treatment of the insured

§ 41

1. If hospital treatment of the Insured was necessitated by an accident, ERGO Hestia shall pay the Insured the benefit in the amount specified in the insurance contract, for each day of the hospital treatment for the first 14 days, if the hospital treatment of the Insured lasted uninterruptedly more than 4 full calendar days (or other number of days indicated in the contract), provided that the hospital treatment commenced and was continued during the period of ERGO Hestia's liability.
2. ERGO Hestia shall pay the Insured the benefit in the amount specified in the insurance contract for each day of hospital treatment of the Insured due to an accident, after the 14th day of the hospital treatment. The benefit shall also be due and payable for each day of hospital treatment of the Insured in a hospital, which was not necessitated by an accident, provided that this kind of hospital treatment is not excluded from ERGO Hestia's liability and provided that the hospital treatment of the Insured lasted

uninterruptedly more than 4 full calendar days (or other number of days indicated in the contract), provided that the hospital treatment commenced and was continued during the period of ERGO Hestia's liability.

3. ERGO Hestia shall also pay the benefit for hospital treatment for each day of treatment during the period of ERGO Hestia's liability, if the hospital treatment ends after the end of ERGO Hestia's liability.
4. If the Insured, during the period of hospital treatment, was staying at the ICU, the Insurer shall pay the Insured additional benefit in the amount specified in the insurance contract for each day of hospital treatment at the ICU. The additional benefit may be paid for a maximum 14 days with regard to one instance of hospital treatment.
5. If, immediately after the end of hospital treatment, the Insured is temporarily unable to work for an uninterrupted period of time longer than 30 days and the incapacity is related to the hospital treatment, ERGO Hestia shall pay the Insured the benefit in the amount specified in the insurance contract. ERGO Hestia shall recognise the period of temporary incapacity for work as interrupted if the Insured commences another hospital treatment during this period.
6. If, after the end of hospital treatment in a hospital specified in § 2 section 33 of these General Terms and Conditions of Insurance, the Insured commenced further round-the-clock treatment at a rehabilitation ward, in a rehabilitation hospital or in a rehabilitation facility, as a continuation of the previous treatment (no later than within 30 days of the end of the treatment), ERGO Hestia shall pay the Insured, for each day of such treatment, an additional benefit in the amount indicated in the insurance contract. The additional benefit may only be paid twice in a policy year, for a maximum aggregate period of 45 days.
7. If the hospital treatment of the insured is due to one of the events indicated in § 40 section 6 items 1)–3), ERGO Hestia shall pay the Insured the additional benefit in the proper amount specified in the insurance contract for each day of hospital treatment. The additional benefit may be paid for a maximum 14 days with regard to one instance of hospital treatment.
8. On the policy anniversary date in the year in which the Insured reaches the age of 70, the scope of liability for all benefits related to hospital treatment of the Insured shall be limited and shall only apply to the events resulting from an accident, which shall be taken into account when calculating the insurance premium. The limitation described in the previous sentence shall also apply in the case of providing cover to the Insured for hospital treatment after the policy anniversary date referred to therein.

Principles of liability

§ 42

1. The benefit for hospital treatment of the Insured shall be payable for the period from the first day of the hospital treatment, subject to the provisions of § 41 sections 1 and 2. The date of commencement of hospital treatment shall be the first full calendar day of the hospital treatment, regardless of the time of admission to the hospital.
2. ERGO Hestia shall not pay insurance benefits for days during which there was a break in the hospital treatment as a result of the granting of a pass.
3. A hospital stay may be the basis for payment of the insurance benefit for hospital treatment if it ends with the issuance of a discharge summary or other document confirming the hospital treatment.
4. The benefit referred to in § 41 section 5 shall be due and payable if:
 - 1) the insurance benefit is payable for hospital treatment of the Insured which is immediately followed by temporary incapacity for work,
 - and
 - 2) the temporary incapacity for work, lasting for at least 30 days, falls within the period of ERGO Hestia's liability.
5. The benefits for hospital treatment of the Insured may be paid in a given year (calculated from the date of provision of insurance cover to the first employee and each subsequent policy anniversary date) for a maximum of 90 days of hospital treatment.

6. The benefit for hospital treatment may be paid before the issuance of a discharge summary if the 90-day period referred to in section 5 has lapsed during the treatment and, at the same time, until the 90th day, the Insured has been continuously staying in hospital for at least 30 days.
7. Except for the situation referred to in section 6, the benefit for hospital treatment shall not be paid if the Insured dies during his or her hospital treatment and it is impossible to determine ERGO Hestia's liability on the basis of the documentation received.
8. If the benefit determined in § 40 section 1 or section 5 is not due and payable to the Insured, then none of the other additional benefits described in § 40 section 6 and § 41 sections 4 and 5 shall be payable for the same stay in hospital.
9. If during a single day, the Insured was a patient of two or more hospitals, ERGO Hestia shall pay the insurance benefit for hospital treatment only once and only for one day, taking into account the limitations set forth in these General Terms and Conditions of Insurance.
10. The physician referring a patient to hospital or signing a discharge summary or other document confirming the discharge from hospital must not be a member of the Insured's closest family (members of the closest family include: spouse, child, parent, grandchild, siblings, parent-in-law, brother-in-law or sister-in-law, grandparents).
11. Hospital treatment shall be deemed necessitated by an accident if it commenced within 180 days from the date of the accident.
12. There must be a causal link between an accident and hospital treatment caused by the accident.
13. The amount of the due and payable benefit for hospital treatment of the Insured shall be determined on the basis of the provisions of the insurance contract binding as at the date of the hospital treatment or on the first day of the temporary incapacity for work referred to in § 41 section 4.
14. The provisions of sections 1, 3 and 10 above shall also apply to hospital treatment of the Insured at a rehabilitation ward.

Stay of the insured in a sanatorium

§ 43

1. If, after the end of hospital treatment of the Insured as a result of an accident or disease, the Insured was referred to round-the-clock resort treatment in a sanatorium, as a continuation of the previous treatment (no later than within 30 days of the end of the hospital treatment), ERGO Hestia shall pay an additional benefit in the amount indicated in the insurance contract.
2. The benefit for the stay of the Insured in a sanatorium shall be due and payable in the event of a round-the-clock stay lasting more than two weeks, provided that such a stay has commenced during the period of ERGO Hestia's liability.
3. ERGO Hestia shall pay the insurance benefit for the stay of the Insured in a sanatorium not more frequently than once in a policy year.
4. The benefit for a stay in a sanatorium is not due if the stay is not directly related to the treatment of a disease or consequences of an accident which were the reason for prior hospital treatment.
5. On the policy anniversary date in the year in which the Insured reaches the age of 70, the scope of liability for the stay of the Insured in a sanatorium shall be limited and shall only apply to the events resulting from an accident, which shall be taken into account when calculating the insurance premium. The limitation described in the previous sentence shall also apply in the case of providing cover to the Insured for hospital treatment after the policy anniversary date referred to therein.

Hospital treatment of the spouse

§ 44

1. If hospital treatment of the spouse was necessitated by an accident, ERGO Hestia shall pay the Insured the benefit in the amount specified in the insurance contract for each day of the hospital treatment for the first 14 days if the hospital treatment of the spouse lasted uninterruptedly more than 4 full calendar days (or 3 full calendar days, if the insurance contract so stipulates), provided that the hospital treatment commenced and was continued during the period of ERGO Hestia's liability.
2. ERGO Hestia shall pay the Insured the benefit in the amount specified in the insurance contract for each day of hospital treatment of the spouse due to an accident, after the 14th day of the hospital treatment. This benefit is also due and payable for each day of hospital treatment of the spouse in the hospital, which was not necessitated by an accident, provided that this kind of hospital treatment is not excluded from ERGO Hestia's liability and provided that the hospital treatment of the spouse lasted uninterruptedly for more than 4 full calendar days (or 3 full calendar days, if the insurance contract so stipulates), provided that the hospital treatment commenced and was continued during the period of ERGO Hestia's liability.
3. ERGO Hestia shall also pay the benefit for hospital treatment for each day of treatment during the period of ERGO Hestia's liability, if the hospital treatment ends after the end of ERGO Hestia's liability.
4. If the spouse, during the period of hospital treatment, was staying at the ICU, ERGO Hestia shall pay the Insured an additional benefit in the amount specified in the insurance contract for each day of hospital treatment at the ICU. The additional benefit may be paid for a maximum 14 days with regard to one instance of hospital treatment.
5. If, immediately after the end of hospital treatment, the spouse is temporarily unable to work for an uninterrupted period of time longer than 30 days and the incapacity is related to the hospital treatment, ERGO Hestia shall pay the Insured the benefit in the amount specified in the insurance contract. ERGO Hestia shall recognise the period of temporary incapacity for work as interrupted if the spouse commences another hospital treatment during this period.
6. On the policy anniversary date in the year in which the Insured reaches the age of 70, the scope of liability for all benefits related to hospital treatment of the spouse shall be limited and shall only apply to the events resulting from an accident, which shall be taken into account when calculating the insurance premium. The limitation described in the preceding sentence shall also apply in the case of providing cover to a spouse for hospital treatment after the policy anniversary date referred to therein.

Principles of liability

§ 45

1. The benefit for hospital treatment of the spouse shall be payable for the period from the first day of the hospital treatment, subject to the provisions of § 44 sections 1 and 2. The date of commencement of hospital treatment shall be the first full calendar day of the hospital treatment, regardless of the time of admission to the hospital.
2. ERGO Hestia shall not pay insurance benefits for days during which there was a break in the hospital treatment as a result of the granting of a pass.
3. A hospital stay may be the basis for payment of the insurance benefit for hospital treatment if it ends with the issuance of a discharge summary or document confirming the hospital treatment.
4. The benefit referred to in § 44 section 5 shall be due and payable if:
 - 1) the insurance benefit is payable for hospital treatment of the spouse which is immediately followed by temporary incapacity for work,

and

- 2) the temporary incapacity for work, lasting for at least 30 days, falls within the period of ERGO Hestia's liability.
5. The benefits for hospital treatment of the spouse may be paid in a given year (calculated from the date of provision of insurance cover to the first employee and each subsequent policy anniversary date) for a maximum of 90 days of hospital treatment.
6. The benefit for hospital treatment may be paid before the issuance of a discharge summary if the 90-day period referred to in section 5 has lapsed during the hospital treatment and, at the same time, until the 90th day, the spouse has been continuously staying in hospital for at least 30 days.
7. Except for the situation referred to in section 6, the benefit for hospital treatment shall not be paid if the spouse dies during his or her hospital treatment and it is impossible to determine ERGO Hestia's liability on the basis of the documentation received.
8. If during a single day, the spouse was a patient of two or more hospitals, ERGO Hestia shall pay the insurance benefit for hospital treatment only once and only for one day, taking into account the limitations set forth in these General Terms and Conditions of Insurance.
9. The physician referring a patient to hospital or signing a discharge summary or other document confirming the discharge from hospital must not be a member of the Insured's closest family (members of the closest family include: spouse, child, parent, grandchild, siblings, parent-in-law, brother-in-law or sister-in-law, grandparents).
10. Hospital treatment shall be deemed necessitated by an accident if it commenced within 180 days from the date of the accident.
11. There must be a causal link between an accident and hospital treatment caused by the accident.
12. The amount of the due and payable benefit for hospital treatment of the spouse shall be determined on the basis of the provisions of the insurance contract binding as at the date of the hospital treatment or on the first day of the temporary incapacity for work referred to in § 43 section 5.

Hospital treatment of the child

§ 46

1. In the case of hospital treatment of the child of the Insured, ERGO Hestia shall pay the Insured the benefit in the fixed amount specified in the insurance contract, regardless of the length of the hospital treatment, subject to the provisions of section 2.
2. The Insured shall be entitled to the benefit for hospital treatment of the child if the hospital treatment of the child lasted uninterruptedly more than 6 full calendar days, provided that the hospital treatment commenced and was continued during the period of ERGO Hestia's liability. The date of commencement of hospital treatment shall be the first full calendar day of the hospital treatment, regardless of the time of admission to the hospital. The period of hospital treatment does not include breaks in the hospital treatment as a result of granting of a pass.
3. If ERGO Hestia is to assume liability for the next hospital treatment, the period between the end of one hospital treatment and the commencement of another one must not be shorter than 4 days,
4. ERGO Hestia's liability applies to the Insured's child aged from 1 to 25 (the age of the child on the date of commencement of the hospital treatment is taken into account).
5. Each year (calculated from the date of conclusion of the insurance contract or from the subsequent policy anniversary date), ERGO Hestia shall pay a maximum of two benefits for hospital treatment of the child, regardless of the number of children, which shall be taken into account when calculating the insurance premium.
6. The amount of benefit due and payable for hospital treatment of the child of the Insured shall be determined on the basis of the provisions of the insurance contract binding on the date of commencement of the hospital treatment.

7. Hospital treatment shall be deemed necessitated by an accident if it commenced within 180 days from the date of the accident.
8. There must be a causal link between an accident and hospital treatment caused by the accident.

Costs of post-discharge treatment of the insured

§ 47

1. In the case of payment of the benefit for hospital treatment of the Insured, ERGO Hestia may additionally pay the Insured a benefit for the costs of post-discharge treatment of the Insured in a fixed amount specified in the insurance contract.
2. Each policy year (calculated from the date of conclusion of the insurance contract or from the subsequent anniversary date), ERGO Hestia shall pay a maximum of three benefits for the costs of post-discharge treatment of the Insured.
3. The benefit for the costs of post-discharge treatment of the Insured shall be paid in the event of simultaneous payment of the benefit for hospital treatment of the Insured lasting at least 4 full calendar days (or 3 full calendar days, if the insurance contract so stipulates).
4. The amount of due and payable benefit for the costs of post-discharge treatment of the Insured shall be determined on the basis of the provisions of the insurance contract binding on the end date of the hospital treatment.
5. On the policy anniversary date in the year in which the Insured reaches the age of 70, the scope of liability for costs of post-discharge treatment of the Insured shall be limited and shall only apply to the events resulting from an accident. The limitation described in the preceding sentence shall also apply in the case of providing cover to a person for hospital treatment after the policy anniversary date referred to therein.
6. The limitations of ERGO Hestia's liability referred to in the above sections shall be taken into account when calculating the insurance premium.

Exclusions from liability

§ 48

1. ERGO Hestia's liability shall not cover hospital treatment of the Insured, a spouse or a child, treatment of the Insured at a rehabilitation ward and the stay of the Insured in a sanatorium due to:
 - 1) diagnosed diseases being the subject of hospital treatment prior to providing insurance to the Insured, a spouse or a child or on the date of providing such insurance cover, subject to the provisions of section 2; the provisions of the first sentence shall not apply to hospital treatment occurring after 3 years from the date of commencement of ERGO Hestia's liability for hospital treatment of the Insured, the spouse or the child,
 - 2) congenital defects or their consequences,
 - 3) mental disturbances or illnesses resulting from the addiction to psychoactive substances (including alcohol) or their use, mental impairment, venereal diseases, AIDS or HIV infection or deliberate self-harm,
 - 4) plastic and cosmetic surgeries, except for surgeries of disfigurements and deformations resulting from an accident,
 - 5) diagnostics and treatment of infertility,
 - 6) dental treatment and dental surgeries (apart from stays in gnathic surgery facilities), unless they result from injuries suffered in an accident in which the Insured, a spouse or a child also sustained injuries of other organs or parts of the body,

- 7) rehabilitation or stays in sanatoriums or health resorts, subject to the provisions of section 4,
 - 8) diagnostic examinations,
 - 9) hospitalisation not recommended by the physician,
 - 10) consequences of early discharge from the hospital of the Insured, spouse or child at their own request,
 - 11) deterioration of health due to a chronic disease, the hospital treatment of which was refused in the past by the Insured, a spouse or a statutory representative of a child,
 - 12) the Insured's, a spouse's or a child's participation in high-risk recreational and sports activities, which shall be understood as: diving, mountain and rock climbing, speleology, rafting, white-water canoeing, parachuting, bungee jumping, air sports (as a pilot or passenger of aircraft), motor sports, water motor sports and martial arts,
 - 13) the Insured's, a spouse's or a child's participation in races and rallies of land, water or air vehicles and in preparations for them,
 - 14) hostilities, riots, uprisings or military coups d'état or active participation in acts of violence or terrorism,
 - 15) airplane crash if the Insured, a spouse of a child was not a passenger of an airplane of licenced airlines,
 - 16) contribution of the Insured, a spouse or a child, being in the state after consumption of alcohol, narcotics or psychotropic substances or in the state of alcoholic intoxication, or due to damage of pancreas or liver caused by consumption of alcohol, to the occurrence of the insurance event; the state of alcoholic intoxication occurs when the level of alcohol in the organism is or leads to: the concentration of alcohol in blood above 0.5‰ or the level of 0.25 mg of alcohol in 1 dm³ of breath. The state after consumption of alcohol occurs when the level of alcohol in the organism is or leads to: the concentration of alcohol in blood between 0.2‰ and 0.5‰ or the level between 0.1 mg to 0.25 mg of alcohol in 1 dm³ of breath,
 - 17) consequences of injuries suffered due to committing or attempting to commit an intentional crime, self-mutilation or attempting to commit suicide,
 - 18) catastrophes resulting in radioactive, chemical, biological contamination or radiation,
 - 19) accident resulting from the Insured's, a spouse's or a child's driving a land, water or air vehicle without the licence and without a valid technical inspection certificate or other vehicle approval certificates, provided that this has contributed to the occurrence of the event,
 - 20) bodily injury caused by treatment, medicinal or diagnostic procedures.
2. The exclusions referred to in section 1 item 1) shall apply as follows:
 - 1) **during the period of the first 4 months from the date of obtaining the entitlements referred to in § 14 section 9 and § 15 section 4:**
 - a) where the group size is not greater than 20 employed persons – with regard to acceding employees, spouses and adult children of employees previously not covered by another insurance contract; and
 - b) where the group size is greater than 20 employed persons – with regard to acceding spouses and adult children of employees previously not covered by another insurance contract;
 - 2) **after the first 4 months from the date of obtaining the entitlements referred to in § 14 section 9 and § 15 section 4** – with regard to acceding employees, spouses and adult children of employees, irrespectively of the group size and the fact of withdrawal from another insurance contract.
 3. ERGO Hestia shall not recognise hospital treatment of the Insured, a spouse or a child of the employee as necessitated by an accident if the event resulting in the hospital treatment was caused by:
 - 1) hernia which has been identified as a result of physical effort or lifting, except for traumatic hernia,
 - 2) pain of the spinal column or prolapse of the nucleus pulposus, which has been identified as a result of physical effort or lifting.
 4. The provisions of section 1 item 7) shall not apply if the Insured has been covered by insurance for treatment of the Insured at a rehabilitation ward or for the stay of the Insured in a sanatorium.

XXIV.Specialised treatment of the insured

Scope of insurance

§ 49

1. ERGO Hestia's liability may include specialised treatment of the Insured, in accordance with the principles determined in this paragraph.
2. Within the meaning of these General Terms and Conditions of Insurance, specialised treatment of the Insured shall be understood as the following:
 - 1) ablation – a cardiology procedure aimed at physical removal of a stimulogenic focus in the place of its occurrence within the heart, with the use of electric current of radio frequency;
 - 2) chemotherapy – a method of treating cancer with the use of L group medications, in accordance with the ATC classification, administered parenterally;
 - 3) implantation of a cardioverter/defibrillator – a cardiology procedure consisting in the implantation of an electronic device with detection and defibrillation functions in the Insured, in connection with disorders of ventricular rhythm or episodes of sudden circulatory arrests;
 - 4) radiotherapy – a method of treating cancer with the use of ionising radiation;
 - 5) implantation of a cardiac pacemaker (cardiac stimulator) – a cardiology procedure consisting in the implantation of an electronic device for stimulating the cardiac rhythm in the Insured;
 - 6) immunological treatment – a method of treating chronic viral hepatitis C with the use of interferon administered parenterally;
 - 7) biological treatment – a method of treating Crohn's disease, ulcerative inflammation of the large intestine or rheumatoid arthritis consisting in the intravenous administration of TNF-alpha blockers.
3. The scope of insurance includes specialised treatment of the Insured within the period of ERGO Hestia's liability, i.e.:
 - 1) chemotherapy or radiotherapy,
 - 2) immunological treatment,
 - 3) implantation of cardioverter/defibrillator,
 - 4) implantation of a cardiac pacemaker,
 - 5) ablation,
 - 6) biological treatment.

Principles of liability

§ 50

1. If one of the events described in § 49 section 3 occurs, ERGO Hestia shall pay the Insured the benefit for specialised treatment, in the following amounts:
 - 1) chemotherapy or radiotherapy – 100% of the benefit determined in the insurance contract;
 - 2) immunological treatment – 100% of the benefit determined in the insurance contract;
 - 3) implantation of a cardioverter/defibrillator – 50% of the benefit determined in the insurance contract;
 - 4) implantation of a cardiac pacemaker – 50% of the benefit determined in the insurance contract;
 - 5) ablation – 50% of the benefit determined in the insurance contract;
 - 6) biological treatment – 100% of the benefit determined in the insurance contract.

2. ERGO Hestia's liability shall not cover specialised treatment that was undergone by the Insured before the commencement of ERGO Hestia's liability or is a normal consequence of a disease diagnosed or treated (provided that it had been diagnosed earlier) during the period of 3 years before that day. The exclusion referred to in the preceding sentence shall be applied as follows:
 - 1) **during the period of the first 4 months from the date of obtaining the entitlements referred to in § 14 section 9 and § 15 section 4:**
 - a) where the group size is not greater than 20 employed persons – with regard to acceding employees, spouses and adult children of employees previously not covered by another insurance contract; and
 - b) where the group size is greater than 20 employed persons – with regard to acceding spouses and adult children of employees previously not covered by another insurance contract;
 - 2) **after the first 4 months from the date of obtaining the entitlements referred to in § 14 section 9 and § 15 section 4** – with regard to acceding employees, spouses and adult children of employees, irrespectively of the group size and the fact of withdrawal from another insurance contract.
3. The provisions of section 2 above refer to the following diseases diagnosed or treated in the Insured: cancer – for chemotherapy or radiotherapy, hepatitis C – for immunological treatment, Crohn's disease, ulcerative inflammation of the large intestine or rheumatoid arthritis – for biological treatment, cardiac dysrhythmia – for ablation, implantation of a cardioverter/defibrillator or implantation of a cardiac pacemaker (cardiac stimulator).
4. ERGO Hestia's liability vis-à-vis the Insured with regard to specialised treatment shall cease upon payment of benefit for that specialised treatment.
5. ERGO Hestia shall only pay one benefit in the case of radiotherapy or chemotherapy.
6. On the policy anniversary date in the year in which the Insured reaches the age of 70, the insurance cover for specialised shall be limited to 10% of the benefit amount specified in the insurance contract, which shall be taken into account when calculating the insurance premium.
7. In the case of death of the Insured in the course of specialised treatment, ERGO Hestia shall only pay the death benefit unless, on the basis of the documentation received, it is possible to determine ERGO Hestia's liability.

XXV. Surgery of the insured

Principles of liability

§ 51

1. In the case of a surgery of the Insured, ERGO Hestia shall pay the Insured the benefit determined in the insurance contract.
2. The insurance contract may stipulate that ERGO Hestia's liability shall be limited only to surgeries caused by an accident.
3. The amount of benefits depends on classifying a given surgery to the group to which the amount of benefit is assigned in the insurance contract (indication of the group to which a given surgery belongs is provided next to each surgery referred to in section 4).
4. ERGO Hestia's liability applies only to the surgeries listed in the appendix to the General Terms and Conditions of Insurance.

Exclusions from liability

§ 52

1. ERGO Hestia's liability shall not include a surgery performed as a result of:
 - 1) a disease diagnosed or treated in the period of 3 years before providing the Insured with insurance cover for which a given surgery is a commonly accepted method of treatment, in accordance with medical recommendations,
 - 2) congenital defects in the Insured or their consequences,
 - 3) mental disturbances or illnesses resulting from the addiction to psychoactive substances (including alcohol), AIDS or HIV infection,
 - 4) participation by the Insured in high-risk recreational and sports activities, which shall be understood as: diving, mountain and rock climbing, speleology, rafting, white-water canoeing, parachuting, bungee jumping, air sports (as a pilot or passenger of an aircraft), motor sports, water motor sports or martial arts,
 - 5) the Insured's participation in races and rallies of land, water or air vehicles and in preparations for them,
 - 6) hostilities, riots, uprisings or military coups d'état or active participation in acts of violence or terrorism,
 - 7) airplane crash, if the Insured was not a passenger of an airplane of licenced airlines,
 - 8) contribution of the Insured, being in the state after consumption of alcohol, narcotics or psychotropic substances or in the state of alcoholic intoxication, or due to damage of pancreas or liver caused by consumption of alcohol, to the occurrence of the insurance event; the state of alcoholic intoxication occurs when the level of alcohol in the organism is or leads to: the concentration of alcohol in blood above 0.5‰ or the level of 0.25 mg of alcohol in 1 dm³ of breath. The state after consumption of alcohol occurs when the level of alcohol in the organism is or leads to: the concentration of alcohol in blood between 0.2‰ and 0.5‰ or the level between 0.1 mg to 0.25 mg of alcohol in 1 dm³ of breath,
 - 9) consequences of injuries suffered by the Insured due to committing or attempting to commit an intentional crime, self-mutilation or attempting to commit suicide,
 - 10) catastrophes resulting in radioactive, chemical, biological contamination or radiation,
 - 11) accident resulting from the Insured's driving a land, water or air vehicle without the licence and without a valid technical inspection certificate or other vehicle approval certificates, provided that this has contributed to the occurrence of the event,
 - 12) bodily injury of the Insured caused by treatment, medicinal or diagnostic procedures.
2. ERGO Hestia's liability shall not include a surgery that has not been recommended by a physician.
3. The exclusions referred to in section 1 item 1) shall apply as follows:
 - 1) **during the period of the first 4 months from the date of obtaining the entitlements referred to in § 14 section 9 and § 15 section 4:**
 - a) where the group size is not greater than 20 employed persons – with regard to acceding employees, spouses and adult children of employees previously not covered by another insurance contract; and
 - b) where the group size is greater than 20 employed persons – with regard to acceding spouses and adult children of employees previously not covered by another insurance contract;
 - 2) **after the first 4 months from the date of obtaining the entitlements referred to in § 14 section 9 and § 15 section 4** – with regard to acceding employees, spouses and adult children of employees, irrespectively of the group size and the fact of withdrawal from another insurance contract.
4. ERGO Hestia shall not be liable for:
 - 1) surgeries and procedures in which the Insured was the organ donor,
 - 2) plastic and cosmetic surgeries, except for surgeries of disfigurements and deformations resulting from an accident,

- 3) sex reassignment surgeries,
 - 4) gynaecological procedures such as: curettage of the cervical canal, making a circular suture on the uterine cervix, removal of a polypus from the uterine cervix, marsupialisation of Bartholin's cyst,
 - 5) dental treatments and dental surgeries (including implantation), unless they result from injuries suffered in an accident in which the Insured also sustained injuries of other organs or parts of the body,
 - 6) surgeries for contraceptive purposes.
5. ERGO Hestia recognises subsequent stages of treatment, consisting of standard surgical procedures aimed at curing the same disease and subsequent surgeries conducted during the same stay in hospital, related to the prior surgery, as a single surgery.
 6. In the case of conducting several unrelated surgeries during one stay in hospital, ERGO Hestia shall pay the sum of amounts due and payable for each surgery, which shall, however, not be greater than the amount of benefit provided for group 1 surgeries.
 7. The benefit for a surgery may not be paid out if the Insured dies in the course of a surgery.
 8. The sum of benefits which may be paid out to the Insured in the course of given insurance year may not exceed the amount of benefit for group 1 surgeries provided for in the insurance contract. The last day of an insurance year is always the day preceding the policy anniversary date.
 9. The sum of benefits which may be paid out to the Insured over the entire insurance cover period must not be higher than twice the amount of the benefit for group 1 surgeries provided for in the insurance contract. The limitation indicated in the first sentence shall not apply to situations when the amounts of benefits exceeding the limit indicated above are paid out for surgeries resulting from an accident which did not cause the payment of the benefits before exceeding the limit.
 10. On the policy anniversary date in the year in which the Insured reaches the age of 70, the scope of liability for surgeries shall be limited to events resulting from an accident. The limitation described in the preceding sentence shall also apply in the case of covering a person with ERGO Hestia's liability for a surgery after the policy anniversary date referred to therein.
 11. The insurance benefit for a surgery resulting from an accident shall be paid if the surgery occurs within 180 days from the date of the accident.
 12. The limitations of ERGO Hestia's liability referred to in the above sections shall be taken into account when calculating the insurance premium.

XXVI. Temporary incapacity for work of the insured

Principles and exclusions from liability

§ 53

1. For a day of the temporary incapacity for work of the Insured, ERGO Hestia shall pay the Insured the benefit specified in the insurance contract.
2. The amount of the due and payable benefit shall be determined on the basis of the provisions of the insurance contract binding on the date of incapacity for work.
3. The benefit for temporary incapacity for work shall be due and payable to the Insured in the case of uninterrupted temporary incapacity for work lasting at least 30 days, documented by a medical certificate confirming such incapacity.
4. The benefit for temporary incapacity for work shall be paid for a period from the 31st day of incapacity, provided that the period of temporary incapacity for work has started after the commencement of ERGO Hestia's liability vis-a-vis the Insured.

5. The benefit for temporary incapacity for work shall be paid for a maximum of 150 days in a year, counted from the date of conclusion of the insurance contract and each subsequent policy anniversary date.
6. On the policy anniversary date in the year in which the Insured reaches the age of 70, the scope of the liability for temporary incapacity for work shall be limited to events resulting from an accident, which shall be taken into account when calculating the insurance premium. The insurance benefit shall be paid if temporary incapacity for work occurs within 30 days from the date of an accident. The limitation described in the preceding sentences shall also apply in the case of providing cover to the Insured for temporary incapacity for work after the policy anniversary date referred to in the first sentence.
7. ERGO Hestia's liability shall not include temporary incapacity for work of the Insured due to:
 - 1) participation in high-risk recreational and sports activities, which shall be understood as: diving, mountain and rock climbing, speleology, rafting, white-water canoeing, parachuting, bungee jumping, air sports (as a pilot or passenger of an aircraft), motor sports, water motor sports or martial arts,
 - 2) the Insured's participation in races and rallies of land, water or air vehicles and in preparations for them,
 - 3) hostilities, riots, uprisings or military coups d'état or active participation in acts of violence or terrorism,
 - 4) airplane crash, if the Insured was not a passenger of an airplane of licenced airlines,
 - 5) catastrophes resulting in radioactive, chemical, biological contamination or radiation,
 - 6) contribution of the Insured, being in the state after consumption of alcohol, narcotics or psychotropic substances, in the state of alcoholic intoxication, or due to damage of pancreas or liver caused by consumption of alcohol, to the occurrence of the insurance event; the state of alcoholic intoxication occurs when the level of alcohol in the organism is or leads to: the concentration of alcohol in blood above 0.5‰ or the level of 0.25 mg of alcohol in 1 dm³ of breath. The state after consumption of alcohol occurs when the level of alcohol in the organism is or leads to: the concentration of alcohol in blood between 0.2‰ and 0.5‰ or the level between 0.1 mg to 0.25 mg of alcohol in 1 dm³ of breath,
 - 7) intentional self-mutilation, suicide or suicidal attempt made by the Insured,
 - 8) AIDS or contraction of HIV or derived illnesses,
 - 9) mental disturbances in the Insured or illnesses resulting from the addiction to psychoactive substances (including alcohol),
 - 10) bodily injuries suffered by the Insured before the date of cover provided by the Insurer,
 - 11) the Insured driving a land, water or air vehicle without a licence, provided that this contributed to the occurrence of the event,
 - 12) congenital defects in the Insured or their consequences.

XXVII. Death of the co-insured

Scope of insurance and exclusions from liability

§ 54

1. In the case of death of:

- 1) the spouse,
- 2) the child,
- 3) the parent,
- 4) the parent-in-law,

ERGO Hestia shall pay the Insured the relevant benefit as specified in the insurance contract.

2. The child referred to in section 1 item 2 shall be understood as a child of the Insured – own child, adopted child or stepchild (if the child's mother or father is dead), live-born, aged up to 25.
3. ERGO Hestia shall not pay the insurance benefits specified in section 1 if the death of the co-insured occurs as a result of:
 - 1) suicide committed by the co-insured within the first 24 months from the moment of covering the co-insured with ERGO Hestia's liability,
 - 2) active participation of the co-insured in acts of violence or terrorism,
 - 3) hostilities, riots, uprisings or military coups,
 - 4) the co-insured committing or attempting to commit an intentional crime,
 - 5) intentional contribution of the Insured to the death of the co-insured.

XXVIII. Birth of a child

Principles of liability

§ 55

1. In the case of birth of a child to the Insured, ERGO Hestia shall pay the benefit to the Insured as specified in the insurance contract.
2. The amount of the benefit shall be payable for each live-born child during the period of ERGO Hestia's liability; however, the benefit shall not be payable if the child died on the day of birth or on the next day.
3. The benefit for childbirth shall also be due and payable in the event of full adoption, provided that the date of the adoption falls within the period of ERGO Hestia's liability.

XXIX. Birth of children as a result of multiple pregnancy

Principles and exclusions from liability

§ 56

1. If the Insured has had several children born as a result of multiple pregnancy, ERGO Hestia shall pay the Insured the benefit in this regard, regardless of the benefit for birth of a child.
2. The benefit for the birth of children as a result of multiple pregnancy shall be payable in the amount specified in the insurance contract, regardless of the number of live-born children.

XXX. Congenital defect in the child

Principles and exclusions from liability

§ 57

1. If a congenital defect is identified in the Insured's child, ERGO Hestia shall pay the Insured the benefit in the amount determined in the insurance contract.
2. ERGO Hestia's liability shall only include the congenital defects which occurred at the embryonic or foetal stage.
3. ERGO Hestia shall be liable if causal treatment of a defect was commenced before the child reached the age of three. The diagnosis and treatment of a congenital defect must be confirmed by medical records of the hospital treatment.
4. ERGO Hestia's liability shall not apply to adopted children of the Insured and stepchildren of the Insured.
5. The benefit for the occurrence of a congenital defect in the child is not due and payable if the child died during the first 30 days after birth.
6. The scope of ERGO Hestia's liability shall not include defects:
 - 1) related to AIDS or contraction of HIV or derived illnesses by a child at the embryonic or foetal stage,
 - 2) resulting from the mother's use of alcohol, narcotics or drugs non-compliant with the physician's recommendations,
 - 3) resulting from the mother's active participation in acts of violence or terrorism.

XXXI. Stillbirth

Principles of liability

§ 58

In the case of the stillbirth of the Insured's infant, ERGO Hestia shall pay the Insured a benefit in the amount determined in the insurance contract, provided that the birth has been registered in the relevant Civil Registry Office and a birth certificate with an appropriate note has been issued to the Insured.

XXXII. Orphaned child due to the death of the insured

Principles and exclusions from liability

§ 59

1. In the case of death of the Insured, ERGO Hestia shall pay the benefit determined in the insurance contract to each child of the Insured – own child, adopted child or stepchild (if the father or mother of the child is dead) up to the age of 18, and if the child attends school – up to the age of 25 or regardless of the age in the case of permanent incapacity for work declared by a disability pension authority.

2. School attendance shall be understood as education at a public or non-public school, state or private higher education school located in the Republic of Poland, on a full-time, part-time and extramural basis within the meaning of the provisions on education and higher education, excluding correspondence courses and education.
3. ERGO Hestia shall not pay the benefit for an orphaned child due to the death of the Insured if the death of the Insured was caused by:
 - 1) suicide committed by the Insured within the first 12 months from the moment of providing the insurance cover to the Insured,
 - 2) active participation of the Insured in acts of violence or terrorism,
 - 3) hostilities, riots, uprisings or military coups,
 - 4) the Insured committing or attempting to commit an intentional crime.

XXXIII. Payment of insurance benefits

Persons entitled to receive benefits due to the death of the insured

§ 60

1. The benefit due to the death of the Insured shall be payable to the entitled person named in sections 2-9, unless the person has intentionally contributed to the death of the Insured.
2. In the first place, the benefit due to death of the Insured shall be payable to the primary beneficiary.
3. The Insured has the right to independently designate the primary beneficiary and a contingent beneficiary.
4. In the event of death of the Insured, when some primary beneficiaries are not entitled to the benefit or some primary beneficiaries have died, the remaining primary beneficiaries are entitled to the benefits due and payable to the aforesaid primary beneficiaries on a pro rata basis, in the absence of a different indication of the Insured.
5. In the event of death of the Insured, when no primary beneficiary is entitled to the benefit or all primary beneficiaries have died or the Insured failed to designate the primary beneficiary, persons indicated by the Insured as contingent beneficiaries shall be entitled to the benefit.
6. The provisions of section 4 shall apply to contingent beneficiaries accordingly.
7. In the event of death of the Insured, when none of the person designated by the Insured as the primary beneficiaries and contingent beneficiaries are entitled to the benefit or when all the persons have died or the Insured has failed to designate such persons, the Insured's family members shall be entitled to the benefit in the following order:
 - 1) the spouse – in full,
 - 2) children – in equal parts, in the absence of a spouse or when the spouse is not entitled to the benefit,
 - 3) parents – in equal parts, in the absence of a spouse and children or when the spouse or children are not entitled to the benefit,
 - 4) other statutory heirs of the Insured – in parts indicated in the decision on confirmation of inheritance acquisition or in a notarial deed confirming the inheritance.
8. The Insured shall at all times be entitled to change the primary beneficiary or contingent beneficiary by submitting a statement in this regard.
9. A change of the primary beneficiary or contingent beneficiary shall be effective as from the date of ERGO Hestia's receipt of the Insured's statement referred to in section 8.

Notification about event

§ 61

1. The Insured is obliged to inform ERGO Hestia about the occurrence of an insurance event. The Insured shall notify ERGO Hestia of the circumstances and consequences significant for determining the scope of ERGO Hestia's liability. The obligation referred to in the preceding sentences should be met within 3 months from the date of the event.
2. In the case of a wilful breach or gross negligence of the obligation defined in section 1, ERGO Hestia may reduce the benefit by a relevant amount, if the breach has contributed to extending the scope of a claim or prevented ERGO Hestia from determining the circumstances and consequences of the event. The consequences of failure to notify ERGO Hestia of an accident shall not occur if ERGO Hestia has been duly and timely informed of the circumstances that needed to be communicated.

Principles of payment of benefits

§ 62

1. When seeking the payment of an insurance benefit, the person making a claim should submit to ERGO Hestia the following documents, which are necessary to establish the reasonableness or determine the amount of the claim:
 - 1) notification of the claim,
 - 2) abridged copy of a death certificate of the Insured or co-insured or abridged copy of a marriage certificate, or abridged copy of a birth certificate of a child – depending on whether the event concerns the Insured or the Insured's spouse or child (for inspection),
 - 3) certificate stating the cause of death of the Insured or the co-insured, issued by a physician or relevant authorities,
 - 4) documentation concerning the accident and treatment, necessary to determine ERGO Hestia's liability – in the case of filing a claim for a personal accident,
 - 5) accident record – in the case of filing a claim for a personal accident at work,
 - 6) a decision of the pension authority – in the case of filing a claim for total, permanent incapacity for work,
 - 7) documentation concerning the treatment – in the case of claims regarding a disease or accident,
 - 8) documentation confirming hospital treatment of the Insured (including confirmation of the period of stay at the ICU) – in the case of filing a claim for hospital or sanatorium treatment,
 - 9) medical records confirming the performance of specialised treatment – in the case of filing a claim for specialised treatment,
 - 10) sick leave issued by a physician, confirming the incapacity for work, together with a declaration of the employer confirming the absence of the Insured from work due to temporary incapacity for work – in the case of filing a claim related to temporary incapacity for work,
 - 11) referral to treatment at a rehabilitation ward or to resort treatment, issued by a physician – in the case of filing a claim for treatment at a rehabilitation ward or for a stay in a sanatorium.
 - 12) own identity document (for inspection).
2. The person making a claim may also submit the claim via the website: www.ergohestia.pl and submit the documents specified in section 1 to ERGO Hestia in electronic form.
3. In justified cases, ERGO Hestia is authorised to request the submission of documents other than those indicated in section 1, if this proves necessary to determine ERGO Hestia's liability or the amount of benefits, which shall be communicated by ERGO Hestia to the person filing the claim in writing or in any other manner accepted by that person.

4. All documents referred to in sections 1 and 3 above should be submitted to the Insurer at the expense of the person making the claim.
5. At the request of ERGO Hestia, the Insured, a spouse or a child shall undergo medical examination performed by a physician indicated by ERGO Hestia and submit the results of the examination. The cost of the medical examination ordered by ERGO Hestia shall be borne by ERGO Hestia.
6. The results of the medical examination referred to in section 5, determining the health condition of the Insured, a spouse or a child, may affect ERGO Hestia's decision on the acknowledgement of a claim under the insurance contract.
7. The Insured shall make it possible for ERGO Hestia to obtain information concerning the circumstances of an event, in particular from the doctors who provided or provide the Insured with medical assistance. The information referred to in the previous sentence, determining the Insured's health condition, affects the Insurer's decision on the acknowledgement of a claim under the insurance contract.
8. The documents referred to in section 1 may be submitted through the Policyholder. In the case of submitting the documents to ERGO Hestia through the Policyholder, the date of submission of documents to ERGO Hestia shall be the date of their receipt by ERGO Hestia.

Dates of benefit payment

§ 63

1. ERGO Hestia shall pay the benefit following the approval of a claim under the insurance contract submitted by an eligible person as a result of its own findings regarding facts concerning the event, the legitimacy of the claim and the amount of benefits to be granted, within 30 days following the date when it was notified of the event.
2. If clarification of all circumstances necessary for the establishment of ERGO Hestia's liability or the amount of benefits turns out impossible within the time limit specified in section 1, the benefit shall be paid within 14 days from the day on which the clarification of these circumstances, while exercising due diligence, has become possible. However, the indisputable portion of benefit shall be paid by ERGO Hestia within the period specified in section 1.

XXXIV. Conclusion of contract on individual continuation of insurance

Conditions for conclusion of the contract

§ 64

1. The Insured may conclude a contract on individual continuation of insurance if:
 - 1) he or she has ceased to be an employee of the Policyholder – provided that he or she was covered by insurance for at least 6 months (this period also includes the time when the employee was covered by insurance under another insurance contract, which has been abandoned by the employee immediately before being covered by insurance under an insurance contract concluded on the basis of these General Terms and Conditions of Insurance),
 - 2) the Insured is on maternity leave, parental leave or unpaid leave and in the situation when the employment contract concluded between the Insured and the Policyholder or the insurance contract was terminated due to reorganisation or liquidation of the work establishment – regardless of the period of the insurance cover,
2. An insured spouse and child shall have the right to continue the insurance individually on the terms and conditions indicated in the insurance contract if:

- 1) the insured employee whose spouse or child is under cover has died; or
- 2) the insured employee concluded a contract on individual continuation of insurance.

Obligation of the policyholder

§ 65

1. The Policyholder shall inform the Insured who have earned the right to individual continuation of insurance about the possibility to conclude an individual contract, in accordance with the conditions applicable to such contracts in force at ERGO Hestia.
2. ERGO Hestia does not assess the level of insurance risk with regard to the Insured concluding contracts on individual continuation of insurance on the terms and conditions determined in these General Terms and Conditions of Insurance.

Conclusion of the contract

§ 66

1. A contract on individual continuation of insurance shall be concluded on the basis of the General Terms and Conditions of Individual Continuation of Group Life Insurance for Employees and their Families in force at ERGO Hestia on the date of submitting the application for the conclusion of contract on individual continuation of insurance.
2. Subject to the provisions of section 3, contracts on individual continuation of insurance shall be concluded using:
 - 1) the sum insured applied to the Insured on the last day of validity of the insurance cover for the group of the Insured; and
 - 2) the insurance premium adjusted to the amount of the sum insured and calculated on the basis of the insurance tariff referred to in section 4 item 3).
3. At the Policyholder's request submitted prior to the conclusion of the insurance contract, contracts on individual continuation of insurance shall be concluded using:
 - 1) the insurance premium applied to the Insured on the last day of validity of the insurance cover for the group of the Insured; and
 - 2) the sum insured adjusted to the amount of insurance premium and calculated on the basis of the insurance tariff referred to in section 4 item 3).
4. The principles of individual continuation of insurance, including the scope of ERGO Hestia's liability, the amounts of insurance benefits and the amount of the insurance premium result from:
 - 1) the General Terms and Conditions of Insurance referred to in section 1,
 - 2) the benefits package determined in the general terms and conditions of insurance referred to in section 1 and indicated in the (group) insurance contract,
 - 3) the insurance tariff of individual continuation of insurance, valid on the date of submitting the application for the conclusion of contract on individual continuation of insurance.
5. As a result of applying the provisions of sections 1-4, the principles of individual continuation of insurance may be different from the principles binding for the group of the Insured.

Insurance application

§ 67

1. A person intending to conclude a contract on individual continuation of insurance shall submit an application for the conclusion of the contract and make payment for the first insurance premium, no later than within three months from the last day of the calendar month for which the last insurance premium under the (group) insurance contract was paid.
2. The date of submitting the application for the conclusion of contract on individual continuation of insurance shall be the date of its submission to ERGO Hestia.

XXXV. Final provisions

Notifications and representations

§ 68

1. All notifications and representations of the parties to the insurance contract should be submitted in writing or in another manner agreed between the parties, unless applicable laws require that the representation be made in a specific form.
2. Should a party to the insurance contract change its address of residence, it should communicate this fact to the other party thereto. The above provisions shall also apply to a party's registered office.
3. The parties may agree in the insurance contract that the notifications and representations made by the parties to the insurance contract shall be submitted electronically, via text message, fax or telephone, accordingly: through the software used by the parties to handle the insurance contract or at the email address indicated by the parties, ERGO Hestia's hotline or to the mobile or fixed line number indicated by the Policyholder.

Loss or damage of the policy

§ 69

1. If the insurance policy is lost or damaged, the Policyholder shall immediately notify ERGO Hestia of this fact.
2. At the Policyholder's request, ERGO Hestia may issue a replacement policy. On the date of issuing the replacement policy, the original policy shall become invalid, which shall be confirmed in the replacement policy.

Taxes and charges

§ 70

1. ERGO Hestia shall not be charged with any potential taxes and charges related to the receipt of the insurance benefit.
2. Taxes and charges related to the payment of insurance premiums shall be borne by the Policyholder.
3. The regulations governing taxation of the insurance benefits determined in these General Terms and Conditions of Insurance shall be set forth by ERGO Hestia in an appendix to the insurance policy or in another document constituting an integral part of the insurance contract.

4. Insurance contracts concluded on the basis of the General Terms and Conditions of Insurance exclude the following possibilities: assuming liabilities against entitlements under the insurance contract, payments of amounts constituting the value of withdrawal from the contract and payment for reaching the age specified in the insurance contract.

Change of the monetary system

§ 71

In the event of change of the monetary system in Poland or denomination of the Polish currency, the financial obligations under the insurance contract shall be duly modified, according to the exchange rate of the Polish zloty set by the National Bank of Poland.

Refund of premiums

§ 72

If ERGO Hestia's obligation to refund the insurance premium under the insurance contract results from an insurance claim, the amount of the refund may be paid together with the insurance benefit, provided that the party entitled to receive the refund is the same person as the party entitled to receive the benefit.

Governing law, contract amendments

§ 73

1. An insurance contract concluded under these General Terms and Conditions of Insurance shall be governed by the laws of Poland.
2. Any matters that are not settled in these General Terms and Conditions of Insurance shall be governed by the relevant provisions of Polish law.
3. ERGO Hestia is supervised by the Polish Financial Supervision Authority.

The rules for submitting and handling complaints at ERGO Hestia

§ 74

1. The Insured, the Policyholder, the beneficiary and the entitled person under the insurance contract, who is a natural person, may raise objections as to the services provided by ERGO Hestia (complaint) through one of the following contact channels:
 - 1) through an online form available at: www.ergohestia.pl/kontakt,
 - 2) by phone – by calling the following hotline of ERGO Hestia: 801 107 107 or 58 555 5 555,
 - 3) in writing – to the address of Sopockie Towarzystwo Ubezpieczeń na Życie ERGO Hestia SA, 81-731 Sopot, ul. Hestii 1,
 - 4) orally or in writing, during a visit at a business unit of Sopockie Towarzystwo Ubezpieczeń na Życie ERGO Hestia SA.
2. Complaints shall be processed by an organisational unit established for this purpose by the ERGO Hestia Management Board.
3. A response to a complaint shall be sent within 30 days from receiving the complaint.

4. A response to the complaint shall be given:
 - 1) in writing; or
 - 2) using another durable medium; or
 - 3) by e-mail – at the request of the person filing the complaint.
5. The persons indicated in section 1 may submit a case for examination by the Financial Ombudsman.

Final provisions

§ 75

Any non-standard cases may be submitted by the Insured, the Policyholder, the beneficiary and the entitled person under the insurance contract to the Customer Ombudsman of ERGO Hestia: rzecznik.klienta@ergohestia.pl, by calling +58 555 66 66 or via chat and contact form available at www.rzecznik-klienta.ergohestia.pl.

Confidential information

§ 76

1. Any information relating to the conclusion of the insurance contract obtained by ERGO Hestia both in the course of negotiations aiming at signing the insurance contract and in the course of its implementation is covered by secrecy and may not be disclosed to third parties except for the situations stipulated in generally applicable law.
2. Any information relating to the conclusion of the insurance contract obtained by the Policyholder both in the course of negotiations aiming at signing the insurance contract and in the course of its implementation is covered by secrecy and may only be disclosed to third parties upon prior consent of ERGO Hestia.

Effective date

§ 77

These General Terms and Conditions of Insurance shall enter into force on 1 November 2015 and apply to the insurance contracts concluded as of this date.

Appendices to the General Terms and Conditions of Group Life Insurance for Employees and Their Families Hestia Rodzina

CODE: HR 01/15

1. List of surgeries

Under the insurance, in the event of a surgery, the ERGO Hestia's liability concerns only the surgeries listed below:

Surgeries of the nervous system

1. Extensive brain tissue resection – group 1
2. Resection of a lesion in the brain tissue – group 1
3. Stereotactic ablation of the brain tissue – group 1
4. Drainage of an area of a lesion in the brain tissue – group 2
5. Brain stimulator implantation – group 2
6. Ventriculostomy – group 2
7. Surgery involving the subarachnoid space of the brain – group 2
8. Cranial nerve transplantation – group 1
9. Intracranial transection of a cranial nerve – group 1
10. Extracranial removal of the vagus nerve – group 2
11. Extracranial removal of another cranial nerve – group 2
12. Resection of a lesion in a cranial nerve – group 1
13. Repair surgery of a cranial nerve – group 1
14. Intracranial stereotactic decompression of a cranial nerve – group 1
15. Removal of a lesion in a meninx – group 1
16. Reconstruction of the dura mater – group 1
17. Drainage of the extradural space – group 1
18. Drainage of the subdural space – group 1
19. Partial removal of the spinal cord – group 1
20. Surgery of the root of a spinal nerve – group 1
21. Resection of a peripheral nerve – group 3
22. Decompression of a nerve – group 3
23. Peripheral nerve destruction – group 3
24. Microsurgical resection of a lesion in a peripheral nerve – group 2
25. Cervical sympathectomy – group 2

Surgeries of the endocrine system and the mammary gland

1. Resection of the pituitary gland – group 1
2. Pituitary gland destruction – group 2
3. Pineal gland surgery – group 1

4. Resection of the thyroid gland – group 2
5. Partial resection of the thyroid gland – group 3
6. Resection of the parathyroid glands – group 2
7. Resection of the thymus – group 2
8. Resection of the adrenal gland – group 2
9. Surgery of abnormally localised adrenal tissue – group 2
10. Partial resection of the breast – group 3
11. Complete resection of the breast – group 2
12. Complete reconstruction of the breast – group 1
13. Incision of the breast – group 3
14. Surgery involving the nipple – group 3

Eye surgeries

1. Resection of the eyeball – group 2
2. Removal of a lesion in an orbit – group 2
3. Prosthetic replacement of the eyeball – group 3
4. Revision of ocular prosthesis – group 3
5. Plastic surgery of an orbit – group 2
6. Incision of an orbit – group 3
7. Incision of a canthus of the palpebral fissure – group 3
8. Removal of a lesion in a lid – group 3
9. Resection of excessive lid – group 3
10. Reconstruction of a lid – group 3
11. Correction of lid deformation – group 3
12. Correction of ptosis – group 2
13. Incision of a lid – group 3
14. Protective suturing of the palpebral fissure – group 3
15. Lacrimal gland surgery – group 3
16. Anastomosis of the lacrimal duct and the nasal cavity – group 2
17. Lacrimal duct surgery – group 3
18. Complex surgery of oculomotor muscles – group 2
19. Reposition of an oculomotor muscle – group 2
20. Removal of an oculomotor muscle – group 2
21. Partial separation of an oculomotor muscle tendon – group 2
22. Removal of a lesion in the conjunctiva – group 3
23. Repair surgery of the conjunctiva – group 3
24. Incision of the conjunctiva – group 3
25. Resection of a lesion in the cornea – group 3
26. Plastic surgery of the cornea – group 2
27. Repair surgery of the cornea – group 3

28. Incision of the cornea – group 3
29. Removal of a lesion in the sclera – group 3
30. Repair surgery of retinal detachment with clipping – group 2
31. Incision of the sclera – group 3
32. Resection of the iris – group 3
33. Incision of the iris with creation of a stoma – group 2
34. Incision of the iris – group 3
35. Removal of the ciliary body – group 2
36. Extracapsular removal of the lens – group 2
37. Intracapsular removal of the lens – group 2
38. Incision of the lens capsule – group 3
39. Introduction of an artificial lens – group 2
40. Surgery of the vitreous body – group 2
41. Destruction of a lesion in the retina – group 3

Ear surgeries

1. Resection of the outer ear – group 2
2. Removal of a lesion in the outer ear – group 3
3. Plastic surgery of the outer ear – group 2
4. Drainage of the outer ear – group 3
5. Opening of the mastoid process – group 2
6. Repair surgery of the tympanic membrane – group 2
7. Drainage of the middle ear – group 3
8. Reconstruction of auditory ossicles – group 2
9. Removal of a lesion in the middle ear – group 2
10. Surgery of the auditory tube – group 2
11. Surgery of the cochlea – group 1
12. Surgery of the vestibular apparatus – group 2

Surgeries of the respiratory system

1. Resection of the nose – group 2
2. Plastic surgery of the nose – group 2
3. Surgery of the nasal septum – group 3
4. Surgery of the inner nasal concha – group 3
5. Surgical tamponade of bleeding of the inner nose – group 3
6. Surgery of the outer nose – group 3
7. Surgical opening of a maxillary sinus from a sublabial approach – group 3
8. Surgery of a frontal sinus – group 3
9. Surgery of a sphenoidal sinus – group 3

10. Surgery of a paranasal sinus – group 3
11. Resection of the pharynx – group 1
12. Repair surgery of the pharynx – group 2
13. Therapeutic surgery of the pharynx using an endoscope (does not include removal of a foreign body from the pharynx without incision) – group 2
14. Resection of larynx – group 2
15. Resection of a lesion in the larynx using the open method – group 2
16. Reconstruction of the larynx – group 1
17. Therapeutic surgery of the larynx using an endoscope – group 3
18. Partial resection of the trachea – group 1
19. Plastic surgery of the trachea – group 2
20. Prosthetic replacement of the trachea using the open method – group 2
21. Tracheostomy (does not include temporary tracheostomy) – group 3
22. Open surgery of the carina of trachea – group 2
23. Partial removal of a bronchus – group 2
24. Endoscopic surgery of the lower part of the respiratory tract using fiberoscopy (does not include diagnostic fiberoscopy or foreign body removal without incision) – group 2
25. Endoscopic surgery of the lower part of the respiratory tract using bronchoscopy (does not include diagnostic bronchoscopy or foreign body removal without incision) – group 2
26. Lung transplantation – group 1
27. Resection of a lung – group 1
28. Removal of a lesion in the lung tissue using the open method – group 1
29. Surgery of the mediastinum using the open method (does not include diagnostic biopsies) – group 2
30. Surgery of the mediastinum using an endoscope – group 2

Oral cavity surgeries

1. Partial resection of a lip – group 3
2. Removal of a lesion in a lip – group 3
3. Correction of lip deformation – group 2
4. Resection of the tongue – group 2
5. Removal of a lesion in the tongue – group 3
6. Incision of the tongue – group 3
7. Removal of a lesion in the palate – group 3
8. Correction of palate deformation – group 2
9. Resection of the tonsils – group 3
10. Removal of a lesion in another oral cavity structure (excluding the teeth) – group 3
11. Reconstruction of another oral cavity structure (excluding teeth and gums) – group 2
12. Resection of a salivary gland – group 3
13. Removal of a lesion in a salivary gland – group 3
14. Incision of a salivary gland – group 3
15. Salivary duct transplantation – group 3

16. Removal of a salivary duct stone using the open method – group 3
17. Salivary duct ligation – group 3
18. Salivary duct dilatation – group 3

Surgeries of the upper gastrointestinal tract

1. Resection of the oesophagus and stomach – group 1
2. Complete resection of the oesophagus – group 1
3. Partial resection of the oesophagus – group 2
4. Removal of a lesion in the oesophagus using the open method – group 2
5. Oesophageal bypass – group 1
6. Revision of oesophageal bypass – group 2
7. Repair surgery of the oesophagus – group 1
8. Creation of an oesophageal stoma – group 2
9. Incision of the oesophagus – group 2
10. Surgery of oesophageal varices using the open method – group 2
11. Introduction of an oesophageal endoprosthesis using the open method – group 2
12. Endoscopic removal of a lesion in the oesophagus using fiberoscopy – group 3
13. Endoscopic removal of a lesion in the oesophagus using a stiff oesophagoscope – group 3
14. Repair surgery of diaphragmatic hernia – group 2
15. Anti-reflux surgery – group 3
16. Revision after anti-reflux surgery – group 3
17. Complete resection of the stomach – group 1
18. Partial resection of the stomach – group 2
19. Removal of a lesion in the stomach using the open method – group 2
20. Plastic surgery of the stomach – group 2
21. Gastroduodenal bypass – group 2
22. Gastrojejunal bypass – group 2
23. Gastrostomy – group 3
24. Surgical treatment of gastric ulcer – group 2
25. Pyloromyotomy – group 2
26. Removal of a lesion in the upper gastrointestinal tract using the endoscopic method – group 3
27. Removal of a lesion in the duodenum using the open method – group 2
28. Duodenal bypass – group 2
29. Surgical treatment of duodenal ulcer – group 2
30. Therapeutic surgery of the duodenum using an endoscope – group 3
31. Resection of the jejunum – group 2
32. Removal of a lesion in the jejunum using the open method – group 2
33. Jejunostomy – group 2
34. Jejunal bypass – group 2
35. Therapeutic surgery of the jejunum using an endoscope – group 2

36. Resection of the ileum – group 2
37. Removal of a lesion in the ileum using the open method – group 2
38. Ileal bypass – group 2
39. Revision of ileal bypass – group 2
40. Creation of an ileostomy – group 2
41. Revision of ileostomy – group 2
42. Intra-abdominal manipulations of the ileum – group 3
43. Therapeutic surgery of the ileum using an endoscope – group 2

Surgeries of the lower gastrointestinal tract

1. Resection of the appendix due to acute indications – group 3
2. Complete resection of the colon and rectum – group 1
3. Complete resection of the colon – group 1
4. Extended right-sided hemicolectomy – group 2
5. Resection of the transverse colon – group 2
6. Left-sided hemicolectomy – group 2
7. Resection of the sigmoid – group 2
8. Removal of a lesion in the colon using the open method – group 2
9. Colonic bypass – group 2
10. Creation of a stoma in the caecum – group 2
11. Incision of the colon – group 2
12. Intra-abdominal manipulations of the colon – group 3
13. Endoscopic surgery of the colon using the open method – group 2
14. Removal of a lesion in the colon using an endoscope – group 3
15. Endoscopic removal of a lesion in the sigmoid using a stiff sigmoidoscope – group 3
16. Resection of the rectum – group 1
17. Removal of a lesion in the rectum using the open method – group 2
18. Fixation of the rectum using the open method – group 2
19. Rectal fixation surgery through the anal sphincter – group 2
20. Rectal fixation surgery from a perineal approach – group 2
21. Resection of the anus – group 2
22. Resection of a lesion in the anus – group 3
23. Repair surgery of the anus – group 2
24. Resection of haemorrhoids – group 3
25. Drainage through a perineal approach – group 3
26. Resection of pilonidal sinus – group 3

Surgeries of other abdominal organs

1. Liver transplantation – group 1
2. Partial resection of the liver – group 1
3. Removal of a lesion in the liver – group 1
4. Incision of the liver – group 3
5. Endoscopic surgery of the liver using a laparoscope – group 2
6. Transvascular surgical procedures involving hepatic vessels – group 2
7. Resection of the gallbladder – group 3
8. Anastomosis of the gallbladder – group 2
9. Repair surgery of the gallbladder – group 2
10. Incision of the gallbladder – group 3
11. Percutaneous therapeutic surgery of the gallbladder – group 3
12. Resection of the common bile duct – group 2
13. Removal of a lesion in the bile ducts – group 2
14. Anastomosis of the hepatic duct – group 1
15. Anastomosis of the common bile duct – group 2
16. Repair surgery of the biliary tract – group 2
17. Incision of the biliary tract – group 2
18. Transduodenal plastic surgery of the sphincter of the ampulla of Vater using the open method – group 2
19. Transduodenal incision of the sphincter of the ampulla of Vater using the open method – group 2
20. Endoscopic incision of the sphincter of Oddi – group 3
21. Endoscopic introduction of a prosthesis into the biliary tract – group 3
22. Endoscopic surgery of the pancreatic duct – group 3
23. Percutaneous revision of biliary tract fusion – group 3
24. Endoscopic therapeutic surgery of the bile ducts – group 3
25. Percutaneous implantation of a biliary tract prosthesis – group 3
26. Surgery in the area of the biliary tract performed through a T-tube (Kehr's drain) – group 3
27. Pancreas transplantation – group 1
28. Complete resection of the pancreas – group 1
29. Resection of the head of pancreas – group 1
30. Removal of a lesion in the pancreas – group 2
31. Anastomosis of the pancreatic duct – group 1
32. Open drainage of the pancreas – group 2
33. Incision of the pancreas – group 2
34. Complete resection of the spleen – group 2

Heart surgeries

1. Transplantation of the lungs and heart – group 1
2. Complete correction of tetralogy of Fallot – group 1
3. Intra-atrial transposition of the venous outflow (Mustard's procedure) – group 1

4. Correction of complete abnormal venous outflow – group 1
5. Closure of an atrioventricular septum defect – group 1
6. Closure of an interatrial septum defect – group 1
7. Closure of an interventricular septum defect – group 1
8. Closed-heart procedures within the heart septa – group 2
9. Therapeutic transvascular surgery of the heart septum – group 1
10. Creation of an intracardiac valve canal – group 1
11. Creation of an intracardiac canal of a different type – group 1
12. Plastic surgery of an atrium of the heart – group 1
13. Mitral valvuloplasty – group 1
14. Aortic valvuloplasty – group 1
15. Plastic surgery of the tricuspid valve – group 1
16. Plastic surgery of the pulmonary valve – group 1
17. Plastic surgery of an unspecified heart valve – group 1
18. Revision of plastic surgery of a heart valve – group 1
19. Open valvulotomy – group 1
20. Closed valvulotomy – group 1
21. Percutaneous surgery involving a heart valve – group 2
22. Removal of stenosis of structures associated with the heart valves – group 1
23. Coronary artery bypass using the saphenous vein – group 1
24. Coronary artery bypass using an allograft – group 1
25. Coronary artery bypass using a prosthesis – group 1
26. Coronary artery bypass with the internal thoracic artery – group 1
27. Open coronaroplasty – group 1
28. Percutaneous balloon angioplasty of a coronary artery – group 2
29. Open surgery of the heart electrical conduction system – group 1
30. Implantation of a heart support system – group 2
31. Introduction of a permanent heart stimulator through veins – group 3
32. Another permanent means of cardiac stimulation – group 1
33. Resection of the pericardium – group 1
34. Drainage of the pericardium – group 2
35. Incision of the pericardium – group 2

Surgeries of arteries and veins

1. Open surgery of complex defects of the major vessels – group 1
2. Open surgery of closing a patent arterial duct – group 1
3. Percutaneous surgery involving defects of the major vessels – group 1
4. Aorto-pulmonary bypass using a vascular graft – group 1
5. Subclavio-pulmonary bypass using a vascular graft – group 1
6. Repair surgery of the pulmonary artery – group 1

7. Percutaneous surgery of the pulmonary artery – group 2
8. Creation of an extra-anatomic aortic bypass – group 1
9. Resection of aortic aneurysm due to acute indications – group 1
10. Replacement of an aortic vascular prosthesis – group 1
11. Plastic surgery of the aorta – group 1
12. Transvascular surgery of the aorta – group 2
13. Reconstruction of the cervical artery – group 1
14. Transvascular surgery of the cervical aorta – group 2
15. Surgery of brain arterial aneurysm – group 1
16. Transvascular surgery of a cerebral artery – group 2
17. Reconstruction of the subclavian artery – group 1
18. Transvascular surgery of the subclavian artery – group 2
19. Reconstruction of the renal artery – group 1
20. Transvascular surgery of the renal artery – group 2
21. Reconstruction of other visceral branches of the abdominal aorta – group 1
22. Transvascular surgery of vascular branches of the abdominal aorta – group 2
23. Surgery of iliac arterial aneurysm due to acute indications – group 1
24. Reconstruction of the iliac artery – group 1
25. Transvascular surgery of the iliac artery – group 2
26. Surgery of femoral arterial aneurysm due to acute indications – group 1
27. Reconstruction of the femoral artery – group 1
28. Transvascular surgery of the femoral artery – group 3
29. Revision after reconstruction of another artery – group 3
30. Resection of another artery – group 3
31. Repair surgery of another artery – group 3
32. Transvascular surgery of other arteries – group 3
33. Arteriovenous bypass – group 3
34. Bypass of the portal vein or its branch – group 1
35. Creation of a valve in a peripheral vein – group 3
36. Surgery of varicose veins with removal of the saphenous vein – group 3
37. Removal of a thrombus from a vein using the open method – group 3
38. Therapeutic transvascular surgery of a venous vessel – group 3

Urinary system surgeries

1. Kidney transplantation – group 1
2. Complete resection of a kidney – group 2
3. Partial resection of a kidney – group 2
4. Removal of a lesion in a kidney using the open method – group 2
5. Repair surgery of a kidney using the open method – group 2
6. Incision of a kidney – group 2

7. Removal of a kidney stone using the endoscopic method – group 3
8. Kidney surgery using nephrostomy – group 3
9. Resection of a ureter – group 2
10. Creation of a ureterostomy – group 2
11. Reimplantation of a ureter – group 2
12. Repair surgery of a ureter – group 2
13. Incision of a ureter – group 2
14. Therapeutic surgery of a ureter using a nephroscope – group 2
15. Therapeutic surgery of a ureter using a ureteroscope – group 3
16. Surgery in the area of the ureter orifice – group 3
17. Complete resection of the urinary bladder – group 1
18. Partial resection of the urinary bladder – group 2
19. Urinary bladder enlargement – group 2
20. Surgical creation of a vesicocutaneous stoma – group 3
21. Removal of a lesion in the bladder using the endoscopic method – group 2
22. Endoscopic surgery to increase urinary bladder capacity – group 3
23. Abdominovaginal plastic surgery of the urinary bladder orifice in a woman – group 2
24. Abdominal plastic surgery of the urinary bladder orifice in a woman – group 2
25. Transvaginal surgery of the urinary bladder orifice in a woman – group 2
26. Therapeutic endoscopic surgery of the urinary bladder orifice in a woman – group 3
27. Resection of the prostate using the open method – group 2
28. Endoscopic surgery within the urinary bladder orifice in a man – group 3
29. Resection of the urethra – group 2
30. Repair surgery of the urethra – group 2
31. Therapeutic endoscopy of the urethra – group 3
32. Surgery in the area of the urethra orifice – group 3

Male genital surgeries

1. Removal of the scrotum – group 3
2. Bilateral testicular resection – group 2
3. Removal of a lesion in a testicle – group 3
4. Unilateral testicular resection – group 3
5. Bilateral orchiopexy – group 2
6. Prosthetic replacement of a testicle – group 3
7. Surgery of hydrocele testis – group 3
8. Surgery of the epididymis – group 3
9. Resection of the vas deferens – group 3
10. Repair surgery of the spermatic cord – group 2
11. Surgery of spermatic cord varices – group 3
12. Surgery of seminal vesicles – group 2

13. Amputation of the penis – group 2
14. Removal of a lesion in the penis – group 3
15. Plastic surgery of the penis – group 3
16. Prosthetic replacement of the penis – group 3
17. Surgery of the foreskin – group 3

Female reproductive system surgeries

1. Surgery of the clitoris – group 3
2. Surgery of a Bartholin's gland – group 3
3. Resection of the vulva – group 2
4. Resection of a lesion in the vulva – group 3
5. Repair surgery within the vulva – group 3
6. Incision of the vaginal canal – group 3
7. Resection of the vagina – group 3
8. Incision of vaginal adhesions – group 3
9. Removal of a lesion in the vagina – group 3
10. Plastic surgery of the vagina – group 3
11. Plastic surgery of vaginal prolapse with resection of the cervix of uterus – group 3
12. Plastic surgery of the vaginal fornix – group 3
13. Surgery in the area of the pouch of Douglas – group 3
14. Resection of the cervix of uterus – group 3
15. Resection of a lesion in the cervix of uterus – group 3
16. Complete transabdominal resection of the uterus – group 2
17. Complete transvaginal resection of the uterus – group 2
18. Therapeutic endoscopic surgery of the uterus – group 3
19. Complete bilateral resection of the uterine adnexa – group 2
20. Resection of the uterus along with the adnexa due to oncological indications – group 1
21. Complete unilateral resection of the uterine adnexa – group 3
22. Partial resection of a fallopian tube – group 3
23. Implantation of a fallopian tube prosthesis – group 3
24. Surgical bilateral closure of the fallopian tube lumina – group 3
25. Incision of a fallopian tube – group 2
26. Surgery involving the fimbriae of fallopian tube – group 3
27. Partial resection of an ovary – group 3
28. Surgical destruction of a lesion in the ovary – group 3
29. Repair surgery of an ovary – group 3
30. Endoscopic surgery involving an ovary – group 3
31. Surgeries of the broad ligament of the uterus – group 3
32. Surgery of another uterine tendon – group 3

Skin surgeries

1. Distant transplantation of a skin-muscle flap – group 2
2. Distant transplantation of a skin-fascia flap – group 3
3. Distant transplantation of a pedunculated skin flap – group 3
4. Transplantation of a hairy skin flap – group 3
5. Transplantation of an innervated skin flap – group 2
6. Surgical release of a scar using a skin flap – group 3
7. Local transplantation of a skin-muscle flap – group 3
8. Local transplantation of a skin-fascia flap – group 3
9. Local transplantation of a skin flap pedunculated with subcutaneous tissue – group 3
10. Transplantation of a mucosal flap – group 3
11. Meshed skin autograft – group 3
12. Transplantation of mucosa – group 3
13. Transplantation of other tissue into the skin – group 3
14. Introduction of an expander under the skin – group 3
15. Revision of an expander in the subcutaneous tissue – group 3

Soft tissue surgeries

1. Partial resection of the thoracic wall – group 2
2. Reconstruction of the thoracic wall – group 2
3. Resection of the pleura using the open method – group 2
4. Therapeutic surgery of the pleura using an endoscope – group 3
5. Repair surgery of ruptured peritoneum – group 1
6. Simple resection of an inguinal hernia sac – group 3
7. Primary plastic surgery of inguinal hernia – group 3
8. Plastic surgery of recurrent inguinal hernia – group 2
9. Primary plastic surgery of femoral hernia – group 3
10. Plastic surgery of recurrent femoral hernia – group 2
11. Primary plastic surgery of umbilical hernia – group 3
12. Primary plastic surgery of surgical wound hernia – group 3
13. Plastic surgery of recurrent surgical wound hernia – group 2
14. Plastic surgery of abdominal wall hernia in another location – group 3
15. Surgery involving the navel – group 3
16. Removal of a lesion in the peritoneum using the open method (does not include release of peritoneal adhesions) – group 3
17. Open drainage of the peritoneal cavity – group 3
18. Surgery involving the omentum – group 3
19. Surgery involving the small intestine mesentery – group 3
20. Surgery involving the colon mesentery – group 3
21. Surgery involving the posterior wall of the peritoneal cavity – group 3

22. Therapeutic endoscopic surgery of the peritoneum – group 3
23. Transplantation of a fascia – group 3
24. Resection of an abdominal fascia – group 3
25. Removal of a lesion in a fascia – group 3
26. Resection of ganglion of tendon sheath – group 3
27. Re-resection of ganglion of tendon sheath – group 3
28. Surgery of the synovial bursa – group 3
29. Transposition of a tendon – group 3
30. Resection of a tendon – group 3
31. Primary repair surgery of a tendon – group 3
32. Secondary repair surgery of a tendon – group 2
33. Release of a tendon – group 3
34. Change of the length of a tendon – group 3
35. Resection of a tendon sheath – group 3
36. Transplantation of a muscle – group 2
37. Resection of a muscle – group 3
38. Repair surgery of a muscle (does not apply to simple muscle suturing) – group 3
39. Release of muscular contraction – group 3
40. Radical en bloc resection of lymph nodes – group 2
41. Drainage of a lymph node – group 3
42. Surgery of the lymph duct – group 2
43. Surgery involving the pharyngeal pouch – group 3

Surgeries of bones and joints

1. Repair surgery of the skull – group 2
2. Opening of the skull – group 1
3. Resection of facial bone – group 3
4. Reposition of fracture of the maxilla using the open method – group 3
5. Reposition of fracture of other facial bones using the open method – group 3
6. Resection of the mandible – group 2
7. Reposition of fracture of the mandible using the open method – group 3
8. Reconstruction of the temporomandibular joint – group 2
9. Primary decompressive surgery of the cervical spine – group 1
10. Correction after surgical decompression of the cervical spine – group 2
11. Decompressive surgery of the thoracic spine – group 1
12. Primary decompressive surgery of the lumbar spine (does not include resection of an intervertebral disc) – group 1
13. Correction after surgical decompression of the lumbar spine – group 1
14. Decompressive surgery of other sections of the spine – group 2
15. Primary resection of an intervertebral disc in the cervical spine – group 1

16. Correction after resection of an intervertebral disc in the cervical spine – group 1
17. Primary resection of an intervertebral disc in the thoracic spine – group 1
18. Correction after resection of an intervertebral disc in the thoracic spine – group 1
19. Primary resection of an intervertebral disc in the lumbar spine – group 2
20. Correction after resection of an intervertebral disc in the lumbar spine – group 1
21. Resection of an undefined intervertebral disc – group 2
22. Primary fusion (arthrodesis) of a cervical spinal joint – group 1
23. Primary fusion (arthrodesis) of another spinal joint – group 2
24. Correction of spinal joint fusion – group 2
25. Correction of spinal deformation using implantable mechanical devices – group 1
26. Removal of a lesion in the spine – group 2
27. Decompression of spinal fracture using the open method – group 2
28. Immobilisation of spinal fracture using the open method – group 2
29. Complete reconstruction of the thumb – group 2
30. Complete reconstruction of the forefoot – group 2
31. Complete reconstruction of the rearfoot – group 2
32. Surgical insertion of a bone endoprosthesis – group 2
33. Resection of ectopic bone – group 3
34. Removal of a lesion in a bone – group 2
35. Open surgical fracture of a bone – group 2
36. Angular periarticular separation of a bone – group 2
37. Separation of the diaphysis of a bone – group 2
38. Separation of a foot bone – group 3
39. Bone drainage – group 3
40. Primary open reposition of bone fracture with internal fixation – group 2
41. Primary open reposition of bone fracture with external fixation – group 2
42. Primary open reposition of transarticular bone fracture – group 2
43. Secondary open reposition of a fractured bone – group 2
44. Closed reposition of bone fracture with internal fixation – group 3
45. Closed reposition of bone fracture with percutaneous external fixation – group 3
46. Surgical fixation of detached bone epiphysis – group 3
47. Cemented complete hip arthroplasty – group 2
48. Cementless complete hip arthroplasty – group 2
49. Cemented complete knee arthroplasty – group 2
50. Cementless complete knee arthroplasty – group 2
51. Cemented complete arthroplasty of other joints – group 2
52. Cementless complete arthroplasty of other joints – group 2
53. Cemented prosthetic replacement of the femoral head – group 2
54. Cementless prosthetic replacement of the femoral head – group 2
55. Cemented prosthetic replacement of the humeral head – group 2

56. Cementless prosthetic replacement of the humeral head – group 2
57. Cemented prosthetic replacement of a joint of another bone – group 3
58. Cementless prosthetic replacement of a joint of another bone – group 3
59. Fusion (arthrodesis) of the joints of the hallux – group 3
60. Fusion (arthrodesis) of another joint with extra-articular bone graft – group 3
61. Fusion (arthrodesis) of another joint with other bone graft – group 3
62. Correction of fusion (arthrodesis) of another spinal joint – group 3
63. Restoration of mobility of a fused joint – group 2
64. Primary surgical reposition of traumatic joint dislocation – group 2
65. Secondary reposition of traumatic joint dislocation – group 3
66. Surgery of the semilunar cartilage using the open method – group 2
67. Prosthetic replacement of a tendon – group 2
68. Prosthetic support of a tendon – group 3
69. Surgical fixation of a joint using the open method – group 2
70. Release of articular contraction – group 3
71. Surgery of periarticular structures of the hallux – group 3
72. Therapeutic endoscopy of the semilunar cartilage – group 3
73. Therapeutic endoscopy of other articular cartilages – group 3
74. Therapeutic endoscopy of other articular structures – group 3
75. Therapeutic endoscopy of the knee joint – group 3
76. Therapeutic endoscopy of another joint – group 2

Various surgeries

1. Reimplantation of an upper extremity – group 2
2. Reimplantation of a lower extremity – group 2
3. Reimplantation of another organ – group 2
4. Implantation of a limb prosthesis – group 1
5. Amputation of an upper extremity at arm level – group 2
6. Hand amputation at wrist level – group 3
7. Amputation of a lower extremity at thigh level – group 2
8. Amputation of a lower extremity at lower leg and foot level – group 3
9. Amputation of the hallux – group 3

2. Wallace rule of nines

The rule of nines is used to determine the burned area of a body of a person above the age of 15.

Body surface area	Percentage of the total body surface area
1. Head surface area	9%
2. Entire upper extremity surface area	9%
3. Abdomen surface area	9%
4. Chest surface area	9%
5. Posterior thorax surface area	18%
6. Entire lower extremity surface area	18%
7. Perineum surface area	1%

3. Lund and browder charts

The charts determine the percentage of the total body surface area of a child in individual life years.

Body surface area	1st month of life	1st–4th year of life	5th–9th year of life	10th–14th year of life	15th year of life
1. Head	19%	17%	13%	11%	9%
2. Neck	2%	2%	2%	2%	2%
3. Anterior thorax	13%	13%	13%	13%	13%
4. Posterior thorax	13%	13%	13%	13%	13%
5. Buttock	2.5%	2.5%	2.5%	2.5%	2.5%
6. Perineum	1%	1%	1%	1%	1%
7. Arm	4%	4%	4%	4%	4%
8. Forearm	3%	3%	3%	3%	3%
9. Hand	2.5%	2.5%	2.5%	2.5%	2.5%
10. Thigh	5.5%	6.5%	8%	8.5%	9%
11. Lower thigh	5%	5%	5.5%	6%	6.5%
12. Foot	3.5%	3.5%	3.5%	3.5%	3.5%

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Introduction

Key terms:

- accident
- external cause
- event suddenness
- independence from the Insured's will
- causal link between the accident and the effects
- permanent disablement.

An **accident** is a sudden event resulting from an external cause, independent from the Insured's will and health condition, constituting the exclusive and direct reason of an event covered by the Insurer's liability and occurring during the period of that liability.

An event which took place **without any external cause** is not an accident. An external cause of disablement means that its source cannot be the Insured's organism, including a disease process. Medical conditions, even sudden ones, caused by processes within the organism, cannot qualify as an accident unless they are covered by an additional type of insurance (e.g. myocardial infarction or cerebral stroke).

An event is a sudden if it is due to rapid (single or with impact over a short period of time) influence of the external factor causing it.

Independence from the Insured's will means that the event cannot be caused by a deliberate action of the Insured; in particular, self-mutilation or suicide are not an insurance accident under this term.

Causal link between the event considered to be an accident and the effects in the form of loss of bodily function is one of the most important prerequisites for recognition of the disablement as eligible for benefits under the insurance.

The concept of **permanent disablement** is impairment of organ or system functions, causing its permanent malfunction, structure and function disorders, reduction of the efficiency and capacity of organs and systems, resulting (only) from the accident or other event subject to liability of the Insurer. A bodily injury giving rise to permanent disablement may require treatment and may lead to temporary incapacity for work. Permanent disablement need not be accompanied by permanent incapacity for work. When determining permanent disablement, only biological damage to the organism shall be taken into account; the occupation and skills of the Insured shall not be taken into account. Permanent disablement can vary from 0 to 100%.

The decision does not take into account the treatment duration, pain or suffering during the event and lost benefits related to the injury and its treatment.

General part

1. Permanent disablement shall be determined by authorised employees of the Insurer, medical consultants of the Insurer or expert physicians – individually or in a team (committee), appointed by the persons authorised by Sopockie Towarzystwo Ubezpieczeń na Życie ERGO Hestia SA. They shall do this in the form of a final or preliminary decision.
2. Authorised employees of the Insurer, medical consultants of the Insurer or expert physicians shall determine the degree of permanent disablement and the causal link with the accident or event covered by the Insurer's liability.
3. The decision shall be made on the basis of:
 - a) documentation concerning the accident and medical records concerning treatment; or
 - b) personal examination of the Insured by the expert physician and documentation concerning the accident and medical records concerning treatment.
4. The decision of the expert physician may be verified. The verification may be carried out by a medical consultant based on the medical records collected in this case.

5. In the case of the necessity to conduct specialist diagnostic tests of the Insured or the need to obtain any other information necessary for issuing the decision, the physician may suspend the assessment of disablement until the unit ordering the assessment obtains the necessary materials.
6. The degree of permanent disablement shall be established immediately after the actual end of the treatment and, possibly, end of rehabilitation ordered by the physician. In the case of protracted treatment, it must take place no later than in the 24th month after the accident.
7. If, due to the nature or severity of the accident, the treatment might be expected to be extended for more than 6 months, the expert physician shall issue a preliminary decision, in which he or she shall specify:
 - a) presumptive minimum disability, assuming optimal course of treatment and rehabilitation,
 - b) the expected date of the final test.
8. In the assessment of permanent disablement, the respective item in the table shall be adjusted to the objectively assessed ailments caused by morphological deficits, function disorders, reduced efficiency of damaged organs and systems.
9. The value indicated in the table represents the maximum % of disablement recognised for the item described in a given item.
10. If, for a given case, there is no corresponding item in percentage table, it shall be assessed “per analogiam” – “through similarity”, according to the item which is the most similar in substance, stating that in the decision.
11. In the case of loss or damage to an organ or functional system whose function was already impeded before the accident, the degree of permanent disablement shall be reduced by the degree of disability existing before the accident.
12. Disablement existing before the accident shall be taken into account only on the basis of:
 - a) a previously issued the medical certificate,
 - b) determination of evident loss of limb or function,
 - c) estimation of the difference between evident changes existing before the accident, e.g. degenerative changes, and the consequences which arise from the accident worsening the condition resulting from earlier disease/disability.
13. In the case of damage to a limb in multiple places, the total percentage disablement for each damage may not exceed the degree of disablement provided for in the table for loss of this part of the limb.
14. If an accident resulted in damage to more than one limb or organ, the total level of permanent disablement may be up to 100%.
15. For left-handed persons, damage to the upper extremity shall be assessed according to the table item for the right upper extremity and damage to the right extremity – as damage to the left extremity.

Detailed part

1. Habitual shoulder dislocation shall be assessed on a one-off basis – only for the accident which gave rise to the habitual dislocations.
2. Double vision, arising as a result of an accident, requiring covering of one eye during work, causes disablement corresponding to blindness in one eye.
3. Post-traumatic abdominal injury or abdominal injury causally associated with the trauma giving rise to post-traumatic hernia constitutes permanent disablement (unlike other types of hernia).
4. The consequences of myocardial infarctions are determined by assessing the degree of circulatory failure analogically to the damage to the heart or pericardium.
5. The consequences of a cerebral stroke are determined in accordance with the disablement corresponding to the consequences of cranial and cerebral injuries.

Table of disablement

A. Damage to the head

PERCENTAGE OF PERMANENT
DISABLEMENT

1. Damage to cranial layers (without bone damage):	
A. damage to cranial layers depending on the size, mobility and tenderness of scars	
1. < 5 cm of scar diameter/length, without pain	1
2. < 5 cm of scar diameter/length, accompanied by pain	2
3. > 5 cm of scar diameter/length, without pain	3
4. > 5 cm of scar diameter/length, accompanied by pain	4
B. scalping (for women x 2):	
1. < 5 cm in diameter	5
2. 5–10 cm in diameter	8
3. > 10 cm in diameter	15
2. Damage to the skull dome and base (indentations, gaps, fragmentation) depending on the extensiveness of damage	
A.	
1. < 2.5 cm in diameter/length	5
2. 2.5–5 cm in diameter/length	7
3. > 5 cm in diameter/length	9
3. Loss of skull bones	
A.	
1. < 2.5 cm in diameter/length	5
2. 2.5–5 cm in diameter/length	8
3. 5–8 cm in diameter/length	15
4. > 8 cm in diameter/length	20
Note: if damage and loss to skull bones (items 2 and 3) is accompanied by damage to cranial layers (item 1), the degree of disablement is assessed separately for damage or loss to bones according to item 2 or 3 and separately for damage to cranial layers according to item 1.	
4. Complications accompanying damage in items 1, 2 and 3 shall be assessed additionally depending on the type.	
(disablement resulting from complications should be added to the basic item – max. 25)	
A	
1. recurrent cerebrospinal fluid leakage	+5
2. chronic osteomyelitis	+5

3. surgically treated subgaleal phlegmon	+5
4. thrombosis	+5
5. encephalocele	+5
5. Hemiplegia and hemiparesis:	
A. hemiplegia	100
1.	
B. hemiparesis limiting the aptitude of limbs with aphasia	
1. with global aphasia	100
2. with aphasia considerably impeding communication	95
3. with slight aphasia	90
C. hemiparesis limiting the aptitude of limbs without aphasia	
1. right-sided with ataxia	80
2. right-sided	70
3. left-sided with ataxia	70
4. left-sided	60
D. slight hemiparesis with aphasia	
1. with global aphasia	80
2. with aphasia considerably impeding communication	70
3. with slight aphasia	60
E. slight hemiparesis without aphasia	
1. right-sided	40
2. left-sided	30
F. paralysis of an upper extremity, with paresis of a lower extremity	
1. right-sided – making it impossible to walk on one's own	80
2. right-sided, with moderate paresis of a lower extremity making it possible to walk with the help of orthopaedic devices	70
3. right-sided, with minor paresis of a lower extremity making it possible to walk with the help of orthopaedic devices or on one's own	60
4. left-sided – making it impossible to walk on one's own	70
5. left-sided, with moderate paresis of a lower extremity making it possible to walk with the help of orthopaedic devices	60
6. left-sided, with minor paresis of a lower extremity making it possible to walk with the help of orthopaedic devices or on one's own	50
G. paralysis of a lower extremity, with paresis of an upper extremity	
1. right-sided, not moving about on one's own, significantly limited precise movements of the hand	80
2. right-sided, with moderate paresis of an upper extremity	70
3. right-sided, with minor paresis of an upper extremity	60
4. left-sided, not moving about on one's own, significantly limited precise movements of the hand	70

5.	left-sided, with moderate paresis of an upper extremity	60
6.	left-sided, with minor paresis of an upper extremity	50
H. paresis of an upper extremity (without paralysis of a lower extremity)		
1.	right	40
2.	left	30
I.	paresis of a lower extremity (without paralysis of an upper extremity)	20
1.		
J.	trace symptoms of damage to the central nervous system structures	5
1.		
6. Extrapyramidal syndromes:		
A.		
1.	Extrapyramidal syndrome significantly limiting the aptitude of the organism and requiring third-party care	100
B. extrapyramidal syndrome hampering functional performance of the body with speech disturbances and eye paroxysms		
1.	requiring continuous third-party care, pronounced psychological and cognitive changes	80
2.	requiring periodic third-party care, pronounced psychological and cognitive changes	70
3.	significant limitation of everyday functioning, presence of psychological and cognitive changes	60
4.	moderate limitation of everyday functioning with periodic mental disorders	40
5.	minor limitation of everyday functioning with periodic mental disorders of a minor degree	30
C.		
1.	pronounced extrapyramidal syndrome	20
7. Disequilibrium of cerebellar		
A and vestibular origin:		
1.	disequilibrium preventing walking	100
disequilibrium significantly hampering walking		
1.	disequilibrium significantly hampering walking, preventing performing of any professional work, significantly hampering participation in household chores	70
2.	disequilibrium significantly hampering walking, preventing performing of professional work, but with the possibility of participation in household chores	50
C.		
1.	disequilibrium slightly hampering walking	20
D.		
1.	trace disequilibrium sporadically hampering walking	5

8. Epilepsy		
A.		
1.	epilepsy with mental disturbances, characteropathy, dementia and epileptic equivalents making it impossible to perform any work	100
B. epilepsy with rare seizures, but with dementia-related changes significantly hampering performing professional work (depending on the degree of psychological and cognitive disturbances, confirmed by psychiatric treatment and neuropsychological examination)		
1.	major progressive dementia-related changes, continuous third-party care	70
2.	major dementia-related changes, regular third-party care during the day	60
3.	major dementia-related changes, periodic third-party care	50
C. epilepsy without psychological changes, with frequent seizures		
1.	frequent secondarily generalised seizures, at least twice a month, without pronounced aura	60
2.	frequent secondarily generalised seizures, at least twice a month, with aura	50
3.	frequent epileptic seizures, simple partial and/or complex, without secondary generalisation, sporadically secondarily generalised	40
D. epilepsy without psychological changes, with rare seizures (once a month or less frequently)		
1.	polytherapy with possible side effects of antiepileptic treatment	30
2.	polytherapy without side effects of antiepileptic treatment	25
3.	monotherapy	20
9. Organically based neurological and psychological disorders (encephalopathies)		
A. severe mental disturbances requiring constant third-party care (dementia-like changes, sustained psychoses)		
1.	severe mental disturbances requiring constant third-party care (dementia-like changes, sustained psychoses, frequent and long-lasting psychiatric hospitalisations)	100
2.	severe mental disturbances requiring constant third-party care (dementia-like changes, sustained psychoses requiring ambulatory treatment and periodically inpatient treatment)	80
3.	severe mental disturbances requiring constant third-party care (dementia-like changes, sustained psychoses requiring constant ambulatory psychiatric treatment)	70
encephalopathies with characterological changes		
1.	significant dementia-related changes with characterological changes requiring round-the-clock third-party care	70
2.	significant dementia-related changes affecting everyday functioning and requiring third-party care during the day	50

C. encephalopathies with sustained subjective complaints (headaches, dizziness, increased nervous excitability, difficulties concentrating, memory and sleep disorders, etc.)

1. significant intense subjective symptoms of a major degree, limiting everyday functioning, requiring constant and long-term treatment, with presence of neurological symptoms and changes in neuropsychological examination (according to ICD-10, F07.2) 30
2. moderate limitation of everyday functioning, presence of changes in neuropsychological
and/or neurological examination 20
3. minor subjective symptoms without changes in neurological neuropsychological examination 5

10. Neuroses and neurosis-like syndromes:

A. neuroses and neurosis-like syndromes after a craniocerebral injury

- depending on the degree of disorders (post-traumatic stress disorder – PTSD)
- according to ICD-10 3

1. significant stress disorders with a remitting or progressive course, requiring constant psychiatric treatment 20
2. moderate stress disorders, treated by a psychiatrist and/or psychologist 10
3. stress disorders of a minor degree 4

B. neuroses and neurosis-like syndromes following a bodily injury – depending on the degree of disorders

1. documentation of psychiatric and/or psychological treatment longer than 6 months 10
2. documentation of psychiatric and/or psychological treatment shorter than 6 months 5
3. documentation of neurosis treatment carried out by doctors of other specialisations than psychiatry or psychology, for 6 months 2

C.

1. cerebrastrhenic syndrome with sustained subjective complaints according to item 9c

11. Speech disturbances:

A. total aphasia (sensory or sensorimotor) with agraphia and alexia

1. persisting changes, despite 12-months of speech therapy 100
2. minor improvement after speech therapy 80

B.

1. total motor aphasia 60

C. significant aphasia hampering communication

1. significant intense speech impairment, persisting despite at least 6-months of intensive speech therapy 60

2. aphasia with understanding of linguistic symbols and ability to communicate through speech or writing	50
3. moderate difficulties in understanding speech and/or speaking or writing	30
D.	
1. aphasia of a slight degree	15

12. hypothalamic syndromes and other

A. endocrine disorders of central origin:

1. disturbances of sex hormone secretion	+15
2. disturbances of growth hormone secretion (to be assessed only in children and adolescents)	+15
3. hypothyroidism	+10
4. secondary hypocorticism	+10
5. diabetes insipidus	+10

13. Partial or complete damage to the motor nerves of the eyeball:

A. of the oculomotor nerve, within the internal muscles of the eye – depending on the degree of damage (ophthalmological examination necessary)

1. major	15
2. moderate	8
3. minor	3

B. of the oculomotor nerve, within the external muscles of the eye – depending on the degree of damage

1. with double vision and complete blepharoptosis	30
2. double vision, blepharoptosis	20
3. double vision, without blepharoptosis	10
P of the trochlear nerve	3

D. abducens nerve – depending on the degree of damage (double vision, mobility limitation)

1. major	15
2. moderate	8
3. minor	3

14. Partial or complete damage to the trigeminal nerve – depending on the degree of damage

A.

1. predominance of sensory disorders in a single branch	5
---	---

B.

1. predominance of sensory disorders in all branches, unilateral	10
--	----

C. predominance of pain depending on pain intensity

1. requiring regular intake of analgesics	20
2. requiring sporadic intake of analgesics	10

15. Partial or complete damage to the facial nerve – depending on the degree of damage

Individual branches:

A.

1. first	15
2. second or third	8
3. complete	20

16. Partial or complete damage to the glossopharyngeal and vagus nerves – depending on the degree of speech, respiratory, circulatory and gastrointestinal disorders**A.**

1. complete paralysis of the palate, throat and larynx	50
--	----

B. recurrent laryngeal nerve paralysis

1. unilateral	8
2. bilateral	30

C. glossopharyngeal nerve paralysis, depending on difficulties swallowing

1. major	25
2. moderate	15
3. minor	10

D.

1. neuralgia of the glossopharyngeal nerve	20
--	----

17. Partial or complete damage to the accessory nerve – depending on the degree of damage**A.**

1. complete, involving the sternocleidomastoid muscle and the superior part of the trapezius muscle	15
2. partial	5

18. Partial or complete damage to the hypoglossal nerve – depending on the degree of damage**A.**

1. complete with presence of fasciculation and atrophy	20
--	----

B. partial

1. of a major degree	10
2. of a minor degree	5

B. Damage to the face

19. Damage to the facial integuments (scars and defects):	
A. disfigurements without functional disorders (× 2 in the case of women)	
1. scar, predominance of skin pigmentation change (up to 3 cm in diameter) 2	
2. scar, predominance of skin pigmentation change (over 3 cm in diameter)	5
3. pronounced, disfiguring scars up to 3 cm in length/diameter	8
4. pronounced, disfiguring scars over 3 cm in length/diameter	10
B. disfigurement with slight functional disorders (individual damage types sum up, but the result must not exceed 30)	
1. scars and defects	+10
2. ingestion disorders	+8
3. articulation disorders	+8
4. sialorrhoea	+5
5. disturbances of eyelid function	+5
6. sensory disturbances	+5
7. pain	+8
C. disfigurements combined with major functional disorders requiring the use of auxiliary devices to restore at least one function (individual disorder types sum up, but the result must not exceed 60)	
1. scars and defects	+10
2. ingestion disorders	+15
3. respiratory and/or smell disorders	+15
4. articulation disorders	+15
5. sialorrhoea	+8
6. disturbances of eyelid function	+8
20. Nose damage:	
A.	
1. minor nose damage without respiratory or smell disorders (discolourations and scars not changing the shape of the nose) (× 2 in the case of women)	1
B. nose damage without respiratory or smell disorders (changing the shape of the nose) (× 2 in the case of women)	
1. to a minor degree	2
2. to a major degree	3
3. persisting in spite of repair surgery	5

C. nose damage with respiratory disorders – depending on the extent of damage and degree of respiratory disorders

1. nasal patency impairment of a slight degree	5
2. nasal patency impairment of a moderate degree	10
3. nasal patency impairment of a major degree with secondary sinusitis	20

D. damage to the nose with respiratory and smell disorders depending on the degree of the respiratory and smell disorders

1. nasal patency impairment of a slight degree and smell disorders	10
2. nasal patency impairment of a moderate degree and smell disorders	15
3. nasal patency impairment of a major degree, secondary sinusitis and smell disorders	25

E.

1. loss of smell secondary to damage to the anterior cranial fossa	5
--	---

F.

1. loss of the nose in its entirety (including the nasal bones)	30
---	----

Note: If damage to the nose is part of damage covered by item 19, the assessment is made according to item 19.

21. Loss of teeth (per each tooth):
A. incisor and canine teeth

1. partial	1.5
2. total	3

B. remaining teeth

1. partial	1
2. total	2

22. Fracture of the upper jaw or mandible – depending on displacements, bite asymmetry, impairment of mastication and of opening of the jaws causing functional disorders:
A.

1. of a slight degree	5
-----------------------	---

B.

1. of a moderate degree	10
-------------------------	----

C. of a major degree

1. displacements	+5
2. impairment of mastication	+5
3. bite asymmetry	+5
4. disturbances in opening of the jaws	+5

23. Loss of the jaw or mandible including disfigurement and loss of teeth – depending on defects, disfigurement and complications:

A.

1. partial (assessed according to items 19 and 21; no more than 40)	max. 40
2. total	50

24. Palate defects:

A.

1. with minor speech and/or swallowing disturbances	15
2. with major speech or swallowing disturbances	25
3. with major speech and swallowing disturbances	40

25. Tongue defects:

A.

1. without speech or swallowing disturbances	3
2. with minor speech disturbances	10
3. with moderate speech and swallowing disturbances	25
4. with major speech and swallowing disturbances	35
5. total loss of the tongue	50

C. Damage to the organ of sight

26. Decrease in visual acuity or loss of one or both eyes:

A.

1. disablement is determined based on a visual acuity chart

Visual acuity of the right eye	1 10/10	0.9 9/10	0.8 8/10	0.7 7/10	0.6 6/10	0.5 1/2	0.4 4/10	0.3 3/10	0.2 2/10	1 1/10	0
Visual acuity of the left eye	Percentage of permanent or long-term disablement										
1.0 10/10	0	2.5	5	7.5	10	12.5	15	20	25	30	35
0.9 9/10	2.5	5	7.5	10	12.5	15	20	25	30	35	40
0.8 8/10	5	7.5	10	12.5	15	20	25	30	35	40	45
0.7 7/10	7.5	10	12.5	15	20	25	30	35	40	45	50
0.6 6/10	10	12.5	15	20	25	30	35	40	45	50	55
0.5 1/2	12.5	15	20	25	30	35	40	45	50	55	60
0.4 4/10	15	20	25	30	35	40	45	50	55	60	65
0.3 3/10	20	25	30	35	40	45	50	55	60	65	70
0.2 2/10	25	30	35	40	45	50	55	60	65	70	80
0.1 1/10	30	35	40	45	50	55	60	65	70	80	90
0	35	40	45	50	55	60	65	70	80	90	100

Note: Visual acuity is always determined after application of corrective lenses, both in the case of opacity of the cornea or lens and of concomitant damage to the retina or optic nerve.

B.

- | | |
|--|----|
| 1. Loss of sight in one eye with simultaneous enucleation of the eyeball | 38 |
|--|----|

27. Paralysis of accommodation – with application of corrective glasses or contact lenses:
A.

- | | |
|-----------------|----|
| 1. of one eye | 15 |
| 2. of both eyes | 30 |

28 Damage to the eyeball as a result of blunt traumas:
A.

- | | |
|--|------------|
| 1. rupture of the choroid of one eye | (item 26A) |
| 2. choroiditis and retinitis of one eye, causing visual disturbances | (item 26A) |
| 3. traumatic damage to the macula of one eye | (item 26A) |
| 4. optic nerve atrophy | (item 26A) |

29. Damage to the eyeball as a result of penetrating traumas:
A.

- | | |
|--|---------------|
| 1. scars of the cornea or sclera (scleral staphyloma) | (item 26A) |
| 2. traumatic cataract (lens damage) | (item 26A) |
| 3. intraocular foreign body leading to decreased visual acuity | 10+(item 26A) |
| 4. intraocular foreign body not leading to decreased visual acuity | 10 |

30. Damage to the eyeball as a result of chemical and thermal injuries (burns, etc.)
A.

- | |
|---------------|
| 1. (item 26A) |
|---------------|

31. Concentric constriction of the visual field
A. the assessment should be made according to a visual field assessment chart

- | |
|---------------|
| 1. (item 31A) |
|---------------|

Constriction to	With intact other eye	In both eyes	With blindness of the other eye
60°	0	0	35
50°	5	15	45
40°	10	25	55
30°	15	50	70
20°	20	80	85
10°	25	90	95
below 10°	35	95	100

32 Hemianopsias:**A.**

1. bitemporal	60
2. binasal	30
3. homonymous	25

33. Aphakia after surgical removal of traumatic cataract**A.**

1. in one eye	25
2. in both eyes	40

34. Loss of the lens**A. the assessment should be made according to item 26A**

1. in one eye	min. 15
2. in both eyes	min. 30

35. Patency disorders of lacrimal ducts (lacrimation):**A.**

1. in one eye	8
2. in both eyes	12

36. Retinal detachment in one eye**A. the assessment should be made according to item 26A and item 31A**

min. 15–max. 35

1.

37 Glaucoma**A. the assessment should be made according to a visual acuity chart in line with items 26A and item 31A**

1. in one eye	max. 35
2. in both eyes	max. 100

38. Pulsating exophthalmos,**A. disablement should fall in a range from 50 to 100**

1. exophthalmos	+15
2. visual assessment	(item 26A)
3. double vision	+15
4. headaches or tinnitus	+15
5. severe keratopathy caused by lagophthalmos	+20

39. Traumatic cataract

A.

1. (item 26A)

41 Chronic conjunctivitis

A.

1. 8

D. Damage to the organ of hearing**41. Auditory acuity impairment**

A.

1. With impairment of auditory acuity, the percentage of permanent or long-term disablement is established according to table 41A

Right ear Right ear	Right ear						
	Normal hearing	Minor impairment	Moderate impairment	Major impairment	Impairment bordering on deafness	Total deafness	
The degree of impairment is given in brackets	0%	-30%	50%)	-70%	-90%	-100%	
	PERCENTAGE OF PERMANENT DISABLEMENT						
Normal hearing 0%	0	5	10	15	18	20	
Minor impairment	5	10	15	18	20	25	
Moderate impairment	10	15	18	20	25	30	
Major impairment	15	18	20	25	30	35	
Impairment bordering on deafness	18	20	25	30	35	40	
Total deafness	20	25	30	35	40	50	

Note: In order to rule out aggravation or simulation, auditory acuity is determined through audiometric examination and examination using tuning forks.

42 Auricle injuries:

A.

1. loss of a part of an auricle or its deformation (scars, burns and frostbites) 5
2. loss of one auricle 15
3. loss of both auricles 25

43 Post-traumatic constriction or atresia of the external auditory canal, unilateral or bilateral, with hearing impairment or reduction

A.

- | | |
|----|------------|
| 1. | (item 41A) |
|----|------------|

44. Chronic suppurative otitis media:

A.

- | | |
|---------------|----|
| 1. unilateral | 5 |
| 2. bilateral | 10 |

45 Chronic suppurative otitis media

A. complicated (relevant values of disablement should be added)

- | | |
|-------------------|-----|
| 1. unilateral | +5 |
| 2. bilateral | +10 |
| 3. cholesteatoma | +5 |
| 4. caries of bone | +5 |
| 5. ear polyp | +5 |

46. Damage to the middle ear secondary to temporal bone fracture

A. with hearing impairment

- | | |
|----|------------|
| 1. | (item 41A) |
|----|------------|

47. Damage to the inner ear:

A.

- | | |
|-------------------------------------|------------|
| 1. with damage to the auditory part | (item 41A) |
|-------------------------------------|------------|

B. with damage to the static part – depending on the degree of damage

- | | |
|--------------------------|-----|
| 1. dizziness | +20 |
| 2. nausea, vomiting | +10 |
| 3. spontaneous nystagmus | +10 |

C.

- | | |
|--|---------|
| 1. with damage to the auditory and static parts – the auditory part should be assessed as in item A), the static part as in item B). | max. 60 |
|--|---------|

48. Damage to the facial nerve combined with petrous bone fissure:

A. unilateral – depending on the extent of damage:

- | | |
|---|-----|
| 1. paralysis of the facial muscles | +10 |
| 2. disturbances of taste and saliva secretion | +10 |
| 3. major impairment of tear production | +10 |
| 4. damage to hearing | +10 |

B.

- | | |
|--------------|----|
| 1. bilateral | 60 |
|--------------|----|

E. Damage to the neck, larynx, trachea and oesophagus

49. Damage to the throat with functional impairment

A.

1. minor damage to the swallowing and articulation functions	5
2. major impairment of the swallowing and articulation functions	10

50. Damage to the larynx or its constriction making it possible to do without a tracheal tube – depending on the degree of constriction

A.

1. minor, sporadic dyspnoea	8
2. dyspnoea during moderate efforts of daily living	12
3. dyspnoea during minor efforts of daily living	25

51. Damage to the larynx requiring constant use of a tracheal tube (at least 6 months of speech rehabilitation):

A. depending on the degree of voice disorders

1. oesophageal speech	35
2. pharyngeal speech	50
3. with aphonia	60

52. Damage to the trachea. Constriction causing:

A.

1. dyspnoea during fast walking over an even surface, while walking uphill or upstairs	20
2. dyspnoea while walking over an even surface with peers	30
3. dyspnoea (necessity to stop to catch a breath) while walking over an even surface at one's own pace	45
4. dyspnoea at rest	60

53. Damage to the oesophagus causing

A. (assessment requires an opinion of a gastroenterologist or gastrointestinal surgeon)

1. minor difficulties in nutrition	10
2. nutrition based on semiliquid foods	30
3. nutrition based on fluids only	50
4. complete oesophageal occlusion with a permanent gastric fistula	80

54. Damage to soft tissues (skin and muscle) of the neck – depending on the degree of mobility and head position

A.

1. scar of the neck not causing mobility disturbances	5
2. minor limitation of mobility	10
3. significant limitations of mobility in a functionally favourable position	15
4. significant limitation of mobility in a functionally unfavourable position, hampering activities of daily living to a minor degree	20
5. significant limitation of mobility in a functionally unfavourable position, hampering activities of daily living to a major degree	30

Note: Soft tissue damage with concomitant damage to the cervical spine is assessed according to item 89.

F. Chest damage and its consequences

55. Scars and defects of chest muscles limiting chest mobility – depending on the extent of scars, persisting pain and the degree of respiratory impairment:

A.

1. complaints during fast walking over an even surface, while walking uphill or upstairs and complaints at rest subsiding after a change of the body position	5
2. complaints during walking over an even surface with peers and complaints at rest subsiding after a change of the body position	10
3. complaints (necessity to stop to catch a breath or until pain subsides) while walking over an even surface at one's own pace and complaints at rest subsiding after a change of the body position	15
4. permanent complaints during exercise and at rest, irrespective of the body position	30

56. Loss of a nipple in women, “partial” or “complete”, depending on deformations and scars (× 2 in the case of women up to the age of 45)

A.

1. partial	2
2. total	7

57. Loss of a mammary gland, depending on the size of defects and scars (× 2 in the case of women up to the age of 45)

A. partial

1. not causing any significant cosmetic defect	4
2. causing significant cosmetic defect	8

B.

1. total	12
----------	----

C.

1. with a portion of the pectoral muscle	18
--	----

58. Rib damage	
A. Fracture of one rib	1
B. Fracture of at least 2 ribs	
1. with the presence of deformations and reduction in the vital capacity of the lungs	
1) minor deformations	2
2) deformations causing significant cosmetic defect	5
2. with the presence of deformations and reduction in the vital capacity of the lungs – depending on the degree of vital capacity decrease	
1) dyspnoea during fast walking over an even surface, while walking uphill or upstairs	10
2) dyspnoea while walking over an even surface with peers	15
3) dyspnoea (necessity to stop to catch a breath) while walking over an even surface at one's own pace	20
4) dyspnoea at rest	25
59. Fracture of the sternum with chest deformations	
A.	
1. of a minor degree	3
2. of a moderate degree	5
3. of a major degree	8
60. Osteitis (fistulae) of the ribs or sternum	
A.	
1. isolated osteitis	10
2. osteitis with fistulae	20
61. Damage to the lungs and pleura (pleural adhesions, lung tissue damage, lung tissue defects, foreign bodies, etc.):	
A.	
1. without respiratory failure	5
B. with respiratory failure – depending on the degree:	
1. dyspnoea during fast walking over an even surface, while walking uphill or upstairs	10
2. dyspnoea while walking over an even surface with peers	20
3. dyspnoea (necessity to stop to catch a breath) while walking over an even surface at one's own pace	30
4. dyspnoea at rest (advanced cor pulmonale)	40

62. Damage to lung tissue complicated by bronchial fistulae, lung abscess – depending on the degree of respiratory failure

A.

1. dyspnoea during fast walking over an even surface, while walking uphill or upstairs	40
2. dyspnoea while walking over an even surface with peers	50
3. dyspnoea (necessity to stop to catch a breath) while walking over an even surface at one's own pace	60
4. dyspnoea at rest (advanced cor pulmonale)	80

Note: While deciding based on items 61 and 62, the degree of lung tissue damage and respiratory failure is confirmed by additional imaging or functional examinations. Full medical records are necessary!

63. Damage to the heart or pericardium (post-traumatic, postinfarction)

A.

1. with efficient cardiovascular system	10
---	----

B. with symptoms of circulatory failure – depending on the degree of failure (according to NYHA)

1. Class I – without complaints while performing activities of daily living	20
2. Class II – with moderate complaints while performing activities of daily living, impairment of physical performance	35
3. Class III – major impairment of physical performance, visible even while performing activities of daily living	50
4. Class IV – dyspnoea at rest	90

Note: The degree of damage to the heart should be confirmed through imaging examinations (ECG, X-ray, echo and other). Full medical records are necessary!

64. Diaphragmatic hernias depending on the degree of functional disorders of the gastrointestinal, respiratory and circulatory systems (complaints pertaining to the cardiovascular system and the gastrointestinal system sum up)

A.

1. symptoms of cardiorespiratory failure of small degree – class I according to NYHA	+3
2. symptoms of cardiorespiratory failure – class II according to NYHA	+5
3. symptoms of cardiorespiratory failure – class III according to NYHA	+15
4. symptoms of cardiorespiratory failure – class IV according to NYHA	+20

B.

1. gastrointestinal complaints of moderate severity	+10
2. gastrointestinal complaints of significant severity (disturbances of gastrointestinal patency)	+20

G. Abdominal damage and its consequences

65. Abdominal wall damage (post-traumatic hernias, fistulae, etc.) – depending on the location and size of abdominal wall damage

A scars (× 2 in the case of women)

- | | |
|------------------------------|---|
| 1. < 5 cm in length/diameter | 1 |
| 2. > 5 cm in length/diameter | 3 |

B.

- | | |
|------------------------------------|---|
| 1. muscular defects without hernia | 5 |
|------------------------------------|---|

C. post-traumatic hernias

- | | |
|--|----|
| 1. inguinal hernia | 10 |
| 2. hernia of the anterior abdominal wall | 20 |
| 3. umbilical hernia | 20 |
| 4. femoral hernia | 10 |

D.

- | | |
|---|----|
| 1. fistulae resulting from post-traumatic complications | 30 |
|---|----|

Note: Post-traumatic hernias are defined as hernias caused by traumatic damage to the abdominal wall (e.g. after rupture of the abdominal wall muscles).

66. Damage to the stomach, intestines and omentum:

A

- | | |
|---|---|
| 1. without disturbances in the gastrointestinal tract function and with a sufficient nutritional status | 5 |
|---|---|

B. with digestive disorders and malnutrition – depending on the degree of functional disorders:

- | | |
|--|-----|
| 1. significant body mass loss (> 10%) | +10 |
| 2. symptoms of protein deficiency | +5 |
| 3. symptoms of carbohydrate deficiency | +5 |
| 4. symptoms of deficiency of fat-soluble vitamins (A, D, E, K) | +5 |
| 5. symptoms of deficiency of vitamin B12, folic acid, iron | +5 |
| 6. secondary endocrine disorders | +5 |

C. parenteral nutrition only

	50
--	----

67. Intestinal fistulae, faecal fistulae and artificial anus – depending on the degree of contamination and changes surrounding the fistula/stoma:

A. of the small intestine

	20+
--	-----

- | | |
|---|-----|
| 1. inflammation of tissues surrounding the fistula | +10 |
| 2. allergic reaction of tissues surrounding the fistula | +5 |
| 3. insufficient nutritional status | +20 |

4. irregular replacement of bags	+5
5. frequent replacement of bags	+5
6. inability to keep good hygiene	+5
B. of the colon	15+
1. inflammation of tissues surrounding the fistula	+10
2. allergic reaction of tissues surrounding the fistula	+5
3. irregular replacement of bags	+5
4. frequent replacement of bags	+5
5. inability to keep good hygiene	+10
68. Perianal fistulae	
A.	
1.	15
69. Damage to the anal sphincter, causing permanent, total incontinence of stool and gas	
A.	
1.	60
70. Rectal prolapse – depending on the degree of prolapse	
A.	
1. rectal mucosa prolapse	10
2. incomplete rectal prolapse	20
3. complete rectal prolapse	30
71. Loss of spleen	
A.	
1. without significant changes in the blood count	15
2. with changes in the blood count and/or peritoneal adhesions	30
72. Damage to the liver and bile ducts, gallbladder or pancreas – depending on the degree of complications (no more than 60)	
A. damage/resection of a fragment of the liver	
1. not affecting the function of the organ	+10
2. with secondary disturbances of liver function	+20
B. damage/resection of a fragment of the pancreas	
1. not affecting the function of the organ	+10
2. with secondary disturbances of exocrine function	+20
3. with secondary disturbances of endocrine function	+20
C.	
1. damage to the bile ducts with subsequent stricture	+10

H. Damage to the urogenital organs

73. Damage to one or both kidneys causing to development of

A.

- | | |
|--------------------------|-----|
| 1. chronic inflammations | +10 |
| 2. hypertension | +15 |

74. Loss of one kidney with the other kidney remaining healthy and properly functioning

A.

- | | |
|----|----|
| 1. | 20 |
|----|----|

75. Loss of one kidney with functional impairment of the other kidney or damage to both kidneys leading to end-stage renal disease – depending on the degree of functional impairment of the other kidney (function determined based on laboratory tests and clinical presentation)

A.

- | | |
|--------------------------------------|----|
| 1. latent renal failure | 30 |
| 2. compensated renal failure | 40 |
| 3. uncompensated renal failure | 50 |
| 4. end-stage renal failure (uraemia) | 75 |

76. Damage to the ureter causing stricture of its lumen

A.

- | | |
|----|----|
| 1. | 20 |
|----|----|

77. Damage to the bladder

A.

- | | |
|---------------------------------|-----|
| 1. chronic inflammations | +10 |
| 2. decrease in bladder capacity | +10 |
| 3. disturbances in urinating | +10 |

78. Fistulae of the urinary tract and bladder – depending on the degree of constant contamination with urine (to be assessed after 6 months after the trauma)

A.

- | | |
|--|----|
| 1. preventing normal everyday functioning and performing professional work/education | 50 |
| 2. hampering professional work/education to a major degree; work/education in special conditions | 30 |
| 3. not hampering professional work/education to a major degree | 20 |

79. Damage to the urethra:

A.

- | | |
|--|----|
| 1. resulting in difficulties urinating | 10 |
| 2. causing chronic cystitis and urinary incontinence | 20 |

3. causing urinary congestion and chronic inflammation	30
--	----

80. Loss of the penis

A.

1.	40
----	----

81. Partial loss of the penis

A.

1.	20
----	----

82. Loss of one testicle or ovary

A.

1.	20
----	----

83. Loss of both testicles or ovaries

A.

1.	40
----	----

84. Post-traumatic hydrocele testis

A.

1.	10
----	----

85. Loss of the uterus:

A.

1. at the age of up to 45 years	40
2. at the age of more than 45 years	20

86. Damage to the perineum causing prolapse of the reproductive organs:

A.

1. of the vagina	10
2. of the vagina and uterus	30

I. Acute intoxications and their consequences (to be judged no earlier than after 6 months)

87. Sudden intoxication with gases or substances and products, with observed loss of consciousness, but without secondary complications pertaining to the internal organs as well as respiratory, cardiovascular and haematopoietic systems.

A.

1. 10

88. Sudden intoxication with gases or substances and products (excluding food poisoning) causing permanent damage to:

A.

1. the respiratory and cardiovascular system organs (e.g. emphysema, cardiomyopathy) 20

2. the hematopoietic system (e.g. aplastic anaemia) 25

Note: Damage to the gastrointestinal system organs is assessed according to relevant items in chapters E and G. Nervous system damage is assessed according to relevant items in chapter A. Damage to the organ of sight is assessed according to relevant items in chapter C max. 25

J. Damage to the spine and spinal cord

89. Spinal damage in the cervical section

A. with mobility limitations – without permanent deformations of the vertebrae

1. consequences of torsion injuries causing local pain, with limitation of the mobility range of the cervical spine, mostly of rotational movements. 5

2. consequences of torsion injuries causing local pain, with limitation of the mobility range of the cervical spine in all planes. 8

B. with mobility limitation – with deformation of a slight degree

1. post-traumatic changes with mobility limitation, but allowing normal functioning 10

2. post-traumatic changes with significant limitation of mobility, especially of rotational movements 15

3. post-traumatic changes with significant mobility limitation in all planes 25

C. with complete ankylosis and an unfavourable head position

1. post-traumatic changes leaving the head in a functionally unfavourable position 30

2. multi-level post-traumatic changes resulting in a mandatory position of the head, with preservation of painful trace movement 40

3. multi-level post-traumatic changes resulting in a mandatory, extremely functionally unfavourable, position of the head 50

90. Spinal damage in the thoracic section (Th1–Th11):

A. without deformations – depending on the degree of damage

1. consequences of injuries causing local pain, with slight limitation of the mobility range	3
2. consequences of injuries causing moderate pain, with limitation of the mobility range.	8
3. consequences of injuries causing significant pain, with loss of mobility	15

B. with deformation and mobility limitation – depending on the degree of malformation and mobility limitation

1. post-traumatic changes with vertebral deformation minor limitations of mobility	8
2. post-traumatic changes with vertebral deformation causing moderate pain and limitations of mobility	15
3. post-traumatic changes with vertebral deformation causing major pain and loss of mobility	25

91. Damage to the spine in the thoracic and lumbar sections (Th12–L5) depending on mobility limitation and vertebral deformations

A. with mobility limitation and without pronounced deformations

1. consequences of injuries causing local pain, with slight limitation of the mobility range	3
2. consequences of injuries causing moderate pain, with limitation of the mobility range	8

B. slight limitations and deformations

1. post-traumatic changes with vertebral deformation minor limitations of mobility	8
2. post-traumatic changes with vertebral deformation causing moderate pain and limitations of mobility	15
3. post-traumatic changes with vertebral deformation causing major pain and loss of mobility	25

C. major limitations and deformations

1. post-traumatic changes with major deformations, mobility limitation, disturbing normal functioning	25
2. multi-level post-traumatic changes with significant mobility limitation	30
3. post-traumatic changes with significant mobility limitation in all planes and intense pain syndrome	40

92. Isolated fractures of transverse or spinous processes

A. – depending on their number, displacements and effects on mobility limitations of the spine

1. not limiting spine mobility	3
2. limiting spine mobility	8

93. Spinal damage complicated by inflammation of the ribs or

A. the presence of a foreign body, etc. (according to items 89–92)

- | | |
|----|-----|
| 1. | + 5 |
|----|-----|

Note: Post-traumatic instability or post-traumatic spondylolisthesis are assessed according to items 89–92. Damage to spinal muscles is assessed according to the degree of limitation of spine mobility in a given section. (98A, 90A, 91A)

94. Damage to the spinal cord

A.

- | | |
|--|-----|
| 1. with symptoms of transverse severing of the spinal cord with complete paralysis or paresis of a major degree of two or four extremities | 100 |
|--|-----|

B.

- | | |
|--|----|
| 1. paresis of the lower extremities without damage to the inferior part of the spinal cord (upper extremities) allowing moving about only when using two canes | 70 |
|--|----|

C.

- | | |
|---|----|
| 1. paresis of the lower extremities, making it possible to walk with one cane | 35 |
|---|----|

D.

- | | |
|--|-----|
| 1. complete paresis of the upper extremities with muscular atrophy, with sensory disturbances and trophic changes without paresis of the lower extremities (secondary to intramedullary haemorrhage) | 100 |
|--|-----|

E. paresis of both upper extremities of a major degree, significantly impairing the function of the extremities (after intramedullary haemorrhage)

- | | |
|--|----|
| 1. with greater involvement of the right upper extremity | 80 |
| 2. with greater involvement of the left upper extremity | 60 |

F. paresis of both upper extremities of a major degree (after intramedullary haemorrhage)

- | | |
|--|----|
| 1. with greater involvement of the right upper extremity | 40 |
| 2. with greater involvement of the left upper extremity | 20 |

G. disturbances of the sphincters and genitals without pareses (conus medullaris syndrome)

- | | |
|--|----|
| 1. functional disturbances of the sphincters of the bladder and/or anus or the genital area | 20 |
| 2. significant functional disturbances of the sphincters of the bladder, anus and the genital area | 30 |
| 3. total loss of function of the sphincters of the bladder, anus and genital area | 40 |

H. sensory disturbances, pain syndromes without pareses – depending on the degree of disturbances

- | | |
|----------------------------------|-----|
| 1. major sensory disturbances | +15 |
| 2. moderate sensory disturbances | +10 |
| 3. minor sensory disturbances | +5 |

4. pain syndromes requiring constant intake of analgesics	+15
5. pain syndromes requiring sporadic intake of analgesics	+5

95. Traumatic radicular syndromes (pain, motor or mixed) – depending on the degree

A. cervical

1. major sensory disturbances	+5
2. moderate sensory disturbances	+3
3. minor sensory disturbances	+2
4. pain syndromes requiring constant intake of analgesics	+10
5. pain syndromes requiring sporadic intake of analgesics	+5
6. movement disorders of a major degree	+10
7. movement disorders of a moderate degree	+5
8. movement disorders of a minor degree	+2
9. muscle weakness	+5

B.

thoracic	5
----------	---

C. lumbosacral

1. major sensory disturbances	+5
2. moderate sensory disturbances	+3
3. minor sensory disturbances	+2
4. pain syndromes requiring constant intake of analgesics	+10
5. pain syndromes requiring sporadic intake of analgesics	+5
6. movement disorders of a major degree	+10
7. movement disorders of a moderate degree	+5
8. movement disorders of a minor degree	+2
9. muscle weakness	+5

D.

1. coccygeal	3
--------------	---

K. Damage to the pelvis

96. Sustained pubic symphysis dehiscence or sacroiliac joint disruption – depending on the degree of displacement and gait disturbances

A. of a minor degree,

1. disruption with pubic symphysis dehiscence causing local complaints, without significant gait disturbances	3
2. disruption with pubic symphysis dehiscence causing complaints while walking	8

B. of a major degree

1. symphysis disruption causing complaints in the sacroiliac joint	12
--	----

2. symphysis disruption with subluxation in the sacroiliac joint	18
3. dislocation in the sacroiliac joint with sustained complaints	25
4. bilateral dislocation in the sacroiliac joints	35

97. Fractures of the pelvis with single – or multi-site rupture of the pelvic girdle

A. in the anterior section (pubis, ischium)

1. neurological symptoms in one nerve	+5
2. neurological symptoms in two or three nerves	+10
3. gait disturbances	+5
4. unilateral fractures of the ischium or pubis healed with minor displacements	+2
5. unilateral fracture of the ischium or pubis healed with pronounced displacements	+5
6. bilateral fractures of the ischium or pubis healed with minor displacements	+8
7. bilateral fractures of the ischium or pubis healed with pronounced displacements	+10

B. in the posterior section (Malgaigne type)

1. double vertical fracture of the pelvis with displacement up to 2 cm and slight pain	15
2. double vertical fracture of the pelvis with displacement above 2 cm and moderate pain	20
3. double vertical fracture of the pelvis with greater displacements and significant complaints as well as statics and gait disturbances	30
4. bilateral, double fracture in the posterior section with significant complaints and/or damage to the urinary bladder and urethra.	45

98. Fracture of the acetabulum in the hip joint, of the acetabular roof – depending on displacements, joint congruency, degree of dislocation and movement range

A.

1. 1 st degree dislocation	10
---------------------------------------	----

B.

1. 2 nd degree dislocation	15
---------------------------------------	----

C.

1. 3 rd degree dislocation	20
---------------------------------------	----

D. 4th degree dislocation

1. allowing relatively efficient gait, without intense pain	24
2. impaired gait performance, with secondary complaints pertaining to the knee, sacroiliac joints and spine	32
3. major static and dynamic disturbances in the form of lack of supportive function of the limb and secondary complaints pertaining to the knee, sacroiliac joints and spine	40

99. Isolated fracture of the pelvis (wing of ilium, iliac

A. spines, ischial tuberosity) depending on deformations and functional impairment

1. single, unilateral fractures of the wings of ilium or iliac spines	3
2. numerous, unilateral fractures resulting in deformation of the pelvis	7
3. bilateral fractures causing major pain	12
4. bilateral fractures causing major deformations and complaints	20

L. Damage to an upper extremity

Scapula

right | left

100. Scapula fracture

A. healed fracture of the scapula with minor displacement, without major disturbances of function

1. healed fracture with local complaints, without limitation of the mobility range in the joint	1 1
2. healed fracture with minor displacements and local complaints, without limitation of the mobility range in the scapulohumeral joint	4 2
3. healed fracture with minor displacements, local complaints and limitation of the mobility range in the form of limitation of lifting of the arm to 140°	8 4

B. healed fracture of the scapula with major displacement and pronounced impairment of the limb function – depending on disturbances

1. fractures healed with displacement, with major pain and ability to lift the arm to the angle of 90–130°	12 8
2. healed fracture with formation of contracture making it impossible to lift the arm above 90°	16 12
3. healed fracture with limitation of the abduction in the shoulder joint to 45°, of remaining movements, especially rotation, with atrophy of the shoulder girdle muscles, but without neurological damage	24 16
4. fractures healed with trace movement in the shoulder joint, with neurological complications	32 20

C. healed fracture of the neck and acetabulum, with major displacement, contracture in the scapulohumeral joint, major muscular atrophies, etc.

1. healed fracture with displacement equivalent to irreducible dislocation in the scapulohumeral joint or flail joint	35 30
2. healed fracture as described above with significant damage to the brachial plexus	50 40

Note: Criteria in item 100 also include possible neurological complications!

Clavicle

101. Mishealed fracture of the clavicle – depending on the degree of deformation and movement limitation

A. minor changes

1. minor deformation	1 1
2. 2. pronounced deformation causing shortening of the transverse dimension of the shoulder without significant limitations of the movement range in the scapulohumeral joint.	4 2
3. pronounced deformation with limitation of the movement range in the scapulohumeral joint	8 4

B. pronounced changes

1. major deformation, causing cicatricial contracture of the shoulder joint, atrophy of the deltoid, shoulder girdle muscles with limitation of function resulting in the ability to lift the arm to the angle of 100°	12 8
2. major deformation, causing cicatricial contracture of the shoulder joint, atrophy of the shoulder girdle muscles, with limitation of function resulting in the ability to lift the arm below the angle of 90° and limitation of rotational movements	16 12
3. major deformation, with painful contracture of the shoulder joint leaving trace movement	24 16

102. Pseudoarthrosis of the clavicle – depending on deformations, displacements, functional impairment of the limb minor changes

A.

1. pronounced deformation causing shortening of the transverse dimension of the shoulder without significant limitations of the movement range in the scapulohumeral joint.	4 2
2. pronounced deformation with limitation of the movement range in the scapulohumeral joint, such as elevation of the limb to the angle of 140°, with limitation of rotational movements	8 4

B. major changes

1. major deformation with shortening of the transverse dimension of the shoulder, limitation of the mobility range to 90–130°, loss of rotational movements	12 8
2. major deformation, after a failed attempt at surgical treatment, with contracture of the scapulohumeral joint leaving trace movement	16 12
3. major deformation, after a failed attempt at surgical treatment, pathological mobility of fragments, shortening of the transverse dimension of the shoulder, ankylosis of the scapulohumeral joint	24 16

103. Dislocation of the acromioclavicular or sternoclavicular joints depending on movement limitation, impairment of the ability to lift objects and degree of deformation

A. minor changes

1. minor deformation	1 1
2. pronounced deformation resulting from sticking out – the piano key sign (1st or 2nd degree), without significant limitations of the movement range in the scapulohumeral joint	4 2

3. pronounced deformation resulting from sticking out – the piano key sign (2nd or 3rd degree,) with limitation of the movement range in the scapulohumeral joint, such as elevation of the limb to the angle of 140°, with limitation of rotational movements	8 4
B. major changes	
1. major deformation, pathological mobility, limitations of the mobility range from 90° to 130°, loss of external rotation	12 8
2. major deformation, after a failed attempt at surgical treatment, with contracture of the scapulohumeral joint leaving trace movement	16 12
3. major deformation, pathological mobility, with limitation of function, after a failed attempt at surgical treatment, shortening of the transverse dimension of the shoulder and complete ankylosis of the scapulohumeral joint	20 16
104. Damage to the clavicle complicated by chronic osteitis and presence of foreign bodies – assessed according to items 101–103	
A. with increasing the degree of permanent disablement by	
1. chronic osteomyelitis	+2
2. fistulae	+2
3. foreign bodies	+2
Note: In the presence of concomitant neurological complications, the assessment is performed according to items pertaining to damage to relevant limb sections – depending on the degree of limitation of function.	
Shoulder	
105. Damage to the scapulohumeral joint – depending on scars, mobility limitations, muscle atrophy, displacements, deformations, fractured head of the proximal epiphysis and other secondary changes	
A. of a slight degree	
1. minor deformation	1 1
2. pronounced changes causing deformation of the shoulder without significant limitations of the movement range in the scapulohumeral joint	4 2
3. pronounced deformation with limitation of the movement range in the scapulohumeral joint, such as elevation of the limb to the angle of 140°, with limitation of rotational movements, atrophy of the deltoid muscle and muscles of the arm by 2 cm	8 4
B. of a moderate degree	
1. major deformation, cicatricial contracture, atrophy of the deltoid, shoulder girdle muscles with limitation of function resulting in the ability to lift the arm to the angle of 100°	12 8
2. major deformation, with painful contracture of the scapulohumeral joint leaving trace movement	16 12
C. of a major degree	
1. major deformation of the scapulohumeral joint, complete ankylosis of the scapulohumeral joint	20 16
2. major joint deformation with major complaints causing significant functional disturbances close to ankylosis of the joint in a functionally unfavourable position	24 20

106. Inveterate, irreducible dislocation of the shoulder		
joint – depending on the movement range and extremity position		
A.		
1. irreducible dislocation allowing for performing basic activities	20 15	
2. irreducible dislocation leaving the extremity in a functionally unfavourable position in adduction and internal rotation	25 20	
3. irreducible dislocation bordering on uselessness of the limb	30 25	
107. Habitual dislocation confirmed by X-ray examination and medical certificates stating several cases of dislocation		
A.		
1.	25 20	
Note: It refers to a habit of dislocations which cannot be surgically cured or relapses of habitual dislocations after surgical treatment with prognosis not suggesting improvement. Any other recurrent or habitual dislocations as well as shoulder joints following surgical treatment of habitual dislocation should be assessed as post-traumatic joint contractures.		
108. Flail joint secondary to post-traumatic bone defects – depending on functional impairment		
A.		
1. Flail joint making it possible to perform active movements of the shoulder joint	25 20	
2. Flail joint making it possible to perform only passive movements of the shoulder without significant bone defects and shortening of the shoulder length up to 5 cm	30 25	
3. Flail joint making it possible to perform only passive movements of the shoulder with significant bone defects and shortening of the shoulder dimension over 5 cm	40 35	
Note: Flaccid joint secondary to injuries is assessed according to neurological criteria, chapter N.		
109. Shoulder joint ankylosis		
A. in a functionally favourable position (approx. 70° in abduction, 35° in anteposition, 25° in external rotation) – depending on the position and function		
1. with properly retained function of the elbow joint and without significant complaints of the joint itself as well as with substitution of movement in the scapulohumeral joint	20 15	
2. with disturbed function of the elbow joint and without significant complaints as well as with unsatisfactory substitution of movement in the scapulohumeral joint	25 20	
3. with disturbed function of the elbow joint and significant complaints of the shoulder itself	30 25	
B.		
1. in a functionally unfavourable position	35 30	
110. Cicatricial contracture of the shoulder joint		
A.		
1. minor limitation of mobility	2 1	

2.	pronounced contracture with disturbances of mobility	6 3
3.	pronounced contracture with a possibility of lifting the limb to the angle of 100°	12 6

111. Damage to the shoulder complicated by chronic osteitis,

presence of foreign bodies, with fistulae and neurological changes
– assessed according to items 105–110, with increasing the level
of disablement depending on the degree of complications and
functional disorders by

A.

1.	chronic osteomyelitis	+8 +4
2.	foreign bodies	+8 +4
3.	fistulae	+8 +4
4.	neurological changes	+8 +4

112. Loss of an extremity in the shoulder

A.

1.		75 70
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113. Loss of an extremity together with the scapula

A.

1.		80 70
----	--	---------

Arm

114. Humeral shaft fracture – depending on displacements, limitations in the scapulohumeral and elbow joints

A. minor changes

1.	humeral shaft fracture, healed, causing mostly subjective complaints	2 1
2.	humeral shaft fracture, healed with angular bending to 10° or slight axial bending, slightly disturbing the function of the limb and causing mostly subjective complaints	4 2
3.	humeral shaft fracture, healed with angular bending to 20° or rotational bending, disturbing the function of the limb	8 4
4.	humeral shaft fracture, healed with angular bending over 20° or rotational bending, significantly disturbing the function of the limb	12 8

B. major changes

1.	humeral shaft fracture, healed with shortening of > 3 cm and significant angular or rotational bending as well as with elbow ankylosis	16 12
2.	humeral shaft fracture, healed with shortening of < 5 cm and significant angular or rotational bending as well as with elbow and shoulder ankylosis and radial nerve paresis	20 16
3.	humeral shaft fracture, healed with shortening of > 5 cm and significant angular or rotational bending as well as with elbow and shoulder ankylosis and radial nerve paresis	24 20

C. fracture complicated by chronic osteitis, fistulae, nonunion, pseudoarthrosis, foreign bodies and neurological changes

1. Healed fracture with union, preservation of the limb axis, complicated by osteitis	30 25
2. Pseudoarthrosis of the humerus	35 30
3. Infected pseudoarthrosis of the humerus	40 35
4. Infected pseudoarthrosis of the humerus with neurological complications	50 45

**115. Damage to muscles, tendons and their attachments
– depending on secondary changes and functional impairment**

A. moderate changes

1. damage to tendons, muscles and their attachments causing mostly subjective complaints	2 1
2. damage to tendons, muscles and their attachments causing minor functional impairment and mostly subjective complaints	4 2
3. damage to tendons, muscles and their attachments causing moderate functional impairment with reduction of muscular strength (rupture of tendons and bellies of the biceps and triceps)	8 4

B. major changes

1. damage to tendons, muscles and their attachments causing functional impairment with reduction of muscular strength (rupture of tendons and bellies of the biceps and triceps)	12 8
2. damage to tendons, muscles and their attachments causing a decrease in their strength down to 3 on the Lovett scale or significant mobility impairment of the elbow to the right angle	16 12
3. damage to tendons, muscles and their attachments causing loss of the function of flexion or extension of the elbow, contracture of the elbow in a position close to the right angle	20 16

116. Loss of an extremity in the brachial area

A.

1. with preservation of only proximal 1/3 of the humerus	70 65
2. with longer stumps	65 60

117. Muscle hernias of the arm

3 | 3

Elbow joint

118. Fracture of the peripheral epiphysis of the humerus, olecranon process, radial head – depending on deformations and limitation of movements.

A. minor changes

1. consequences in the form of mostly subjective complaints	2 1
2. mostly subjective complaints and limitations of mobility, mostly extension by 10°, and similar limitation of rotational movements adding up to 150° of rotation with simultaneously preserved joint axis	4 2

B. moderate changes

- | | |
|---|---------|
| 1. consequences in the form of mobility limitations in the range from 20° to 130° with preservation of rotational movements above 130° (a sum of supination and pronation), with a preserved joint axis | 8 6 |
| 2. consequences in the form of mobility limitations in the range from 40° to 130° with preservation of rotational movements above 110° (a sum of supination and pronation), with a preserved joint axis | 12 10 |

C. major changes

- | | |
|--|---------|
| 1. consequences in the form of mobility limitations in the range from 50° to 130° with preservation of rotational movements below 110° (a sum of supination and pronation), with a slightly disturbed joint axis | 16 12 |
| 2. consequences in the form of mobility limitations in the range from 50° to 130° with preservation of rotational movements below 45° (a sum of supination and pronation), with a disturbed joint axis up to 15° of valgosity or 15° of varosity | 20 16 |
| 3. consequences in the form of mobility limitations in the range from 75° to 110° with preservation of rotational movements or complete loss of rotational movements < 45°, with the range of elbow mobility of 50°–130° and with elbow axis disturbances above 15° of valgosity and 15° of varosity | 24 20 |

119. Elbow joint ankylosis**A.**

- | | |
|---|---------|
| 1. in a flexion close to the right angle (75°–110°), with retained rotational movements | 30 25 |
|---|---------|

B.

- | | |
|------------------------------------|---------|
| 1. with lack of rational movements | 35 30 |
|------------------------------------|---------|

C.

- | | |
|---|---------|
| 1. in an extended or close-to-extended position (160°–180°) | 50 45 |
|---|---------|

D. in other positions – depending on the functional usefulness of the limb

- | | |
|--|---------|
| 1. in a position close to the right angle | 30 25 |
| 2. in a position of flexion 50°–90° | 35 30 |
| 3. in a position of flexion over 90° and extension under 50° | 45 40 |

120. Contracture in the elbow joint – depending on the range of flexion, extension and the degree of preservation of forearm rotational movements**A. with inability to flex over the right angle**

- | | |
|--|--------|
| 1. limitations of mobility, mostly extension by 10°, and similar limitations of rotational movements adding up to 150° of rotation | 4 2 |
| 2. consequences in the form of mobility limitations in the range from 20° to 130° with preservation of rotational movements above 130° (a sum of supination and pronation) | 8 6 |
| 3. consequences in the form of mobility limitations in the range from 40° to 130° with preservation of rotational movements above 110° (a sum of supination and pronation) | 12 8 |

B. with inability to flex to the right angle

1. limitations of mobility, from 40° of extension to 90° of flexion, and limitations of rotational movements adding up to 110° of rotation	16 12
2. limitations of mobility, from 40° of extension to 75° of flexion, and limitations of rotational movements adding up to 45° of rotation, or with contracture in maximum pronation	20 16
3. mobility limitations close to ankylosis of the elbow in a position close to 90° with preserved but limited rotational movement below 45° or with contracture in maximum supination	28 24

Note: All other damage in the elbow joint must be assessed according to positions 118–120

121. Flail elbow joint – depending on the degree of flaccidity and condition of muscles
A.

1. with preserved function of the elbow joint resulting in its usefulness	16 12
2. with trace voluntary movement, trace function of the elbow joint	20 16
3. completely flaccid joint, with multiplanar instability, complete functional uselessness of the elbow joint	28 20

122. Complicated elbow joint damage – assessed according to items 118–121, with increasing the degree of permanent disablement by:
A.

1. chronic inflammation	+2 +1
2. fistulae	+2 +1
3. foreign bodies	+2 +1

Forearm
123. Fractures within the distal epiphyses of one or both forearm bones, causing wrist mobility limitations and deformations – depending on the degree of functional disorders
A. minor deformations

1. consequences in the form of mostly subjective complaints	2 1
2. consequences in the form of mostly subjective complaints and limitations of rotation mobility from 10° to 15° and limitations of flexion and extension movements of similar value as well as major limitations of elbow movements	4 2

moderate deformations

1. consequences of fractures healed with displacements causing limitation of the mobility range of the wrist to 30° (25% of normal mobility range), involving the intermediate position and with significant limitations of rotation	8 6
2. consequences of fractures healed with displacements causing limitation of the mobility range of the wrist below 20° (bordering on ankylosis), but in a functionally favourable position with possible wrist deviation and with significant limitations of the rotational movement range of the forearm	12 8

3. consequences in the form of healing with significant displacement causing limitation of wrist mobility bordering on ankylosis with sustained wrist deviation and with limitation of rotational movements of the forearm to 110°	16 12
--	---------

C. significant deformations, major movement limitations, secondary changes (trophic, circulatory)

1. consequences in the form of healing with significant displacements and, in consequence, ankylosis of the wrist in a functionally favourable position, with limitation of rotational movements of the forearm to 110° and with impairment of finger movements impairing precise grip	20 16
2. consequences in the form of wrist ankylosis in a functionally favourable position, with loss of rotational movements of the forearm and with limitation of finger mobility impairing efficient grip	24 20
3. consequences in the form of wrist ankylosis in a functionally unfavourable position, with loss of rotational movements of the forearm, ankylosis of fingers and complicated by algodystrophic syndrome	32 24

124. Fracture of the diaphysis of one or both forearm bones – depending on displacements, deformations and functional disorders

A. minor changes

1. consequences in the form of mostly subjective complaints	2 1
2. consequences in the form of mostly subjective complaints and limitations of rotation mobility from 10° to 15° and limitations of flexion and extension movements of similar value as well as major limitations of elbow movements	4 2

B. moderate changes

1. consequences of fractures healed with displacement causing limitations of the mobility range of the wrist to 30° (25% of normal mobility range), involving the intermediate position, without limitation of the mobility range of the elbow with a decline in extension and with significant limitations of rotation	8 6
2. consequences of fractures healed with major displacement causing limitation of the rotational movement range of the forearm and limitations of the mobility range of the wrist below 20° (bordering on ankylosis), but in a functionally favourable position, with possible wrist deviation and with retained gripping function of the hand	12 8
3. consequences in the form of healing with significant displacement causing limitation of rotational movements of the forearm to 110° and limitation of wrist mobility bordering on ankylosis with sustained deviation	16 12

major changes, secondary and other changes

1. fractures healed with significant displacement, with shortening of one forearm bone, with significant changes within the wrist in the form of ankylosis and/or deviation	20 16
2. fractures healed with significant displacement, with shortening of one or cross-union between the forearm bones, with limitation of the rotational movement range to 45°, limitation of elbow mobility in the range of 75°–110° and impairment of grip efficiency of the hand	24 20

3. fractures healed with significant displacement, with shortening of one bone or cross-union between the forearm bones, with complete loss of rotational movements, ankylosis of the elbow in a position close to 90° and secondary deformation of the wrist and its placement in a position deviating from a functionally favourable one	30 24
125. Damage to the soft parts of the forearm, skin, muscle, tendons, vessels – depending on the size, damage, functional impairment, secondary changes (trophic and circulatory changes, scars)	
A. minor changes	
1. scars and local complaints	1 1
2. scars, local complaints and concomitant trophic changes not impairing the function and hand significantly	3 2
B. major changes	
1. consequences in the form of scars causing subjective complaints and mobility limitations in a range of 60° (approx. 50% of the normal movement range), involving the intermediate position of the elbow or wrist	8 6
2. consequences in the form of scars and contractures causing mobility limitations of the wrist in a range of 40° (approx. 30% of the normal movement range), involving the intermediate position, with preserved rotational movements of the forearm	12 8
3. consequences in the form of scars, trophic changes and contractures causing significant mobility limitations, in a range of 20° (approx. 15% of the normal movement range), with limited, but possible rotational movement of the forearm and leading to contracture in a position deviating from one functionally favourable	16 12
126. Pseudoarthrosis of the ulnar or radial bones depending on deformations, bone defects, functional impairment and other secondary changes	
A. of a moderate degree	
1. pseudoarthrosis of one of the forearm bones with minor pathological mobility, preserved forearm axis and preserved wrist mobility, without impairment of the gripping function of the hand, with preserved elbow mobility and without trophic changes	12 10
2. pseudoarthrosis of one of the forearm bones with minor pathological mobility, preserved forearm axis and preserved wrist mobility, with slight impairment of the gripping function of the hand, preserved elbow mobility and without trophic changes	16 12
B. of a major degree	
1. pseudoarthrosis of one of the forearm bones with pathological mobility, disrupted forearm axis and preserved wrist mobility, with slight impairment of the gripping function of the hand, preserved elbow mobility and without trophic changes	20 16
2. pseudoarthrosis of one of the forearm bones causing constant pathological mobility, with disrupted forearm axis, limited wrist mobility, marked impairment of the gripping function of the hand, with preserved elbow mobility as well as with trophic changes	28 24

- | | |
|---|---------|
| 3. pseudoarthrosis of one of the forearm bones causing constant pathological mobility, with disrupted forearm axis, significant limitations of wrist mobility, impairment of the gripping function of the hand, significantly limited elbow mobility as well as trophic changes | 35 28 |
|---|---------|

127. Nonunion, pseudoarthrosis of both forearm bones – depending on deformations, bone defects, functional impairment and other secondary changes

A. of a moderate degree

- | | |
|--|---------|
| 1. pseudoarthrosis of both forearm bones with minor pathological mobility, preserved forearm axis and preserved wrist mobility, without impairment of the gripping function of the hand, with preserved elbow mobility and without trophic changes | 12 10 |
| 2. pseudoarthrosis of both forearm bones with minor pathological mobility, preserved forearm axis and preserved wrist mobility, with slight impairment of the gripping function of the hand, without trophic changes | 16 12 |
| 3. pseudoarthrosis of both forearm bones with disrupted forearm axis, with presence of scars, deformations, with impairment of the gripping function of the hand, preserved elbow mobility and without trophic changes | 20 16 |

B. of a major degree

- | | |
|---|---------|
| 1. pseudoarthrosis of both forearm bones causing constant pathological mobility, with disrupted forearm axis, preserved wrist mobility, slight impairment of the gripping function of the hand, preserved elbow mobility as well as with trophic changes | 25 20 |
| 2. pseudoarthrosis of both forearm bones causing constant pathological mobility, with disrupted forearm axis, preserved wrist mobility, significant impairment of the gripping function of the hand, preserved elbow mobility as well as with trophic changes | 30 25 |
| 3. pseudoarthrosis of both forearm bones causing constant pathological mobility, with disrupted forearm axis, wrist ankylosis, impairment of the gripping function of the hand, with significantly limited elbow mobility as well as with trophic changes | 40 35 |

128. Complicated forearm damage is assessed according to items 123-127, with increasing the degree of permanent disablement by:

A.

- | | |
|-------------------------------|---------|
| 1. chronic osteomyelitis | +3 +3 |
| 2. fistulae | +3 +3 |
| 3. presence of foreign bodies | +3 +3 |
| 4. bone tissue loss | +3 +3 |
| 5. neurological changes | +3 +3 |

129. Loss of an extremity in the antebrachial area

A.

- | | |
|----|---------|
| 1. | 60 55 |
|----|---------|

130. Loss of forearm near wrist joint		
A.		
1.		55 50
Wrist		
131. Damage to the wrist (sprains, dislocations, fractures) depending on scars, deformations, damage extent, functional impairment, trophic changes and other secondary changes		
A. of a minor degree		
1.	consequences a of minor degree causing only subjective complaints	2 1
2.	consequences of a minor degree causing subjective complaints and mobility limitations in a range of 90° (approx. 75% of the normal movement range), involving the intermediate position	4 2
3.	consequences of a minor degree causing subjective complaints and mobility limitations in a range of 60° (approx. 50% of the normal movement range), involving the intermediate position	8 4
B. of a moderate degree		
1.	consequences of a moderate degree causing subjective complaints and mobility limitations in a range of 40° (approx. 30% of the normal movement range), involving the intermediate position, with loss of movements of lateral deflection, with preserved rotational movements of the forearm.	12 10
2.	consequences of a moderate degree causing subjective complaints and mobility limitations in a range of 20° (approx. 15% of the normal movement range), involving the intermediate position, with loss of movements of lateral deflection, with limited, but possible rotational movement of the forearm	16 12
C. of a major degree with a functionally unfavourable position of the hand		
1.	consequences in the form of trace movement contained outside the intermediate position in the range of palmar flexion or in extreme dorsal flexion with sustained ulnar or radial deviation	20 16
2.	consequences in the form of trace movement contained only in the range of palmar flexion with sustained ulnar or radial deviation	28 24
132. Complete ankylosis within the wrist		
A. in a functionally favourable position – depending on the degree of functional impairment of the hand and digits		
1.	ankylosis in a functionally favourable position, with minor limitation of mobility of digits II to V, with retained function of the thumb	16 12
2.	ankylosis in a functionally favourable position, with limitation of mobility of digits II to V causing flexion decline of at least two of the digits to a position equivalent to amputation of the distal phalanx, with retained function of the thumb or loss of opposition function of the thumb only	20 16
3.	ankylosis in a functionally favourable position, with limitation of mobility of digits II to V causing flexion limitation of all digits to a position equivalent to amputation at proximal interphalangeal joints with loss of opposition function of the thumb	28 20

B. in a functionally unfavourable position – depending on the degree of functional impairment of the hand and digits

1. ankylosis in a functionally unfavourable position, with minor limitation of mobility of digits II to V, with retained function of the thumb	25 20
2. ankylosis in a functionally unfavourable position, with limitation of mobility of digits II to V causing flexion decline of at least two of the digits to a position equivalent to amputation of the distal phalanx, with retained function of the thumb or loss of opposition function of the thumb only	35 30
3. ankylosis in a functionally unfavourable position, with limitation of mobility of digits II to V causing flexion limitation of all digits to a position equivalent to amputation at proximal interphalangeal joints with loss of opposition function of the thumb	45 40

133. Damage to the wrist complicated by deep, permanent trophic changes, chronic suppurative carpal osteitis, fistulae and neurological changes is assessed based on items 131–132, with increasing the degree of permanent disablement depending on the degree based on:

A.

1. deep, extensive trophic changes	+3 +3
2. chronic suppurative carpal osteitis	+3 +3
3. fistulae	+3 +3
4. neurological changes	+3 +3

134. Loss of a hand at the wrist

A.

1.	55 50
----	---------

Metacarpus

135. Other damage to the metacarpus, soft parts (skin, muscles, vessels, nerves), bones, depending on scars, deformations, impairment of hand function and other secondary changes

A. minor changes

1. consequences of fractures of one metacarpal bone – from III to IV, in the form of scars and subjective complaints	2 1
2. consequences of fractures of one metacarpal bone – from III to IV, leaving deformation and causing limitation of finger movement range equivalent at least to amputation at the distal phalanx level	4 2

B. moderate changes

1. consequences of fractures of the first or second metacarpal bones with consequences as above or several subsequent consequences equivalent to amputation of a distal phalanx	8 4
---	-------

C. extensive changes

1. consequences of fractures of several metacarpal bones causing significant deformation with limitations of the gripping function of digits II to V caused by ankylosis of the metacarpophalangeal joints or limitation of the opposition of the thumb alone, equivalent to amputation at the level of the basal phalanx	12 10
2. consequences of fractures of several metacarpal bones causing significant deformation with lack of the gripping function of digits II to V or damage to the metacarpal bone I with total loss of the thumb gripping function	18 16

Thumb

136. Loss within the thumb – depending on the defect size, scars, deformations, stump quality, limitation of movements of the digit, impairment of hand function and other secondary changes

A.

1. partial loss of a finger tip	4 2
2. loss of a nail phalanx	8 4
3. loss of a nail phalanx with a part of the basal phalanx, with preservation of more than 2/3 of the phalanx stump length	15 10
4. loss of a nail phalanx with a part of the basal phalanx, with preservation of less than 2/3 of the phalanx stump length	18 14
5. loss of both phalanges with a metacarpal bone	25 20

137. Other damage to the thumb (fractures, dislocations, damage to muscles, tendons, blood vessels, nerves) – depending on scars, deformations, sensory disorders, limitation of movements of the digit, impairment of hand function and other secondary changes

A.

1. minor changes, deformation of the nail plate, scars not limiting thumb movements and other	1 1
2. minor changes, consequences equivalent to at least partial loss of a finger tip	4 2
3. moderate changes, consequences equivalent to partial loss of a nail phalanx	8 6
4. major changes, consequences equivalent at most to partial loss of 1/2 of a basal phalanx	16 12
5. impairment of function bordering on consequences of thumb loss	24 18

Note: While assessing the degree of functional disorders of the thumb, the capability of opposition and grip are the main factors taken into account.

Index finger

138. Loss within the index finger (scars, damage to tendons, deformations, joint contractures, ankyloses, trophic changes, sensory changes, etc.) – depending on the degree

A.

1. partial loss of finger tip	4 2
2. loss of a nail phalanx	6 4
3. loss of a nail phalanx with distal 1/3 of an intermediate phalanx	8 5
4. loss of a nail phalanx and an intermediate phalanx below 1/3	10 8
5. loss of 3 phalanges	16 12
6. loss of index finger with a metacarpal bone	22 20

139. Any other damage within the index finger

(scars, damage to tendons, deformations, joint contractures, ankyloses, trophic changes, sensory changes, etc.) causing:

A.

1. minor changes, deformation of the nail plate, scars not limiting index finger movements and other	1 1
2. minor changes, consequences equivalent to at least partial loss of a finger tip	4 2
3. moderate changes, consequences equivalent at most to loss of a nail phalanx and/or part of a basal phalanx	8 6
4. major changes, consequences equivalent at most to loss of an intermediate phalanx and/or part of a basal phalanx with preservation of its stump still having a functional role	12 10
5. uselessness of the index finger, bordering on its loss	16 12

Third, fourth and fifth digits

140.

A. Third, fourth and fifth digits – depending on the degree of damage

1. deformation of the nail plate, scars not limiting finger movements and other	1 1
2. partial loss of a finger tip	2 1
3. loss of a nail phalanx	4 3
4. loss of two phalanges	6 5
5. loss of three phalanges	10 8

141. Loss of digits III, IV or V with a metacarpal bone

A.

- 15 | 10

Note: In case of previous lack of the index finger, the present damage to digit III is treated as if it were the index finger.

142. Any other damage within digits III, IV or V (scars, damage to tendons, deformations, contractures, joint ankyloses, trophic changes, sensory changes, etc.) – for each digit depending on the presence of:

A.

1. scars	+1 +1
2. tendon damage	+1.5 +1
3. contractures	+1.5 +1
4. joint ankyloses	+1.5 +1
5. trophic and/or sensory changes	+1.5 +1
6. complete uselessness	9 7

Note: If damage involves more fingers, the assessment reflects the degree of hand usefulness, but disablement must be lower than total loss of these fingers, with damage involving all fingers with full loss of hand functionality not exceeding 55% for the right hand and 50% for the left hand.

M. Damage to a lower extremity

Hip joint

143. Loss of a lower extremity through its enucleation in the hip joint or amputation in the subtrochanteric area – depending on deformation, state of the stump of possibilities of using a prosthesis

A.

1. stump of the trochanteric area making it possible to use a prosthesis	75
2. stump with trophic changes, deformed through scars without a possibility of using a prosthesis	80
3. enucleation in the hip joint	85

144. Damage to soft tissues, ligament apparatus, muscles,

vessels, nerves, skin – depending on the degree of movement limitation

A. of a slight degree

1. consequences of damage (e.g. torsion injuries) healed with no contracture, causing subjective complaints, with preservation of efficient gait	4
2. consequences of damage (e.g. torsion injuries) healed with minor contracture, causing subjective complaints and minor gait inefficiency	8

B. of a major degree

1. consequences of damage (e.g. torsion injuries) causing subjective complaints, contractures and shortening by 2–4 cm, but leaving the hip in a functionally favourable position allowing relatively efficient gait	12
2. consequences of damage (e.g. torsion injuries) causing major subjective complaints, contractures, shortening exceeding 4 cm, placement of the hip in a functionally favourable position, with disturbances in the gait mechanism and secondary complaints pertaining to the spine, sacroiliac joints and knee	18

3.	stiff and painful hip, placed in a functionally favourable position, causing impairment of the gait mechanism and with secondary complaints pertaining to the spine, sacroiliac joints and knee	24
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145. Ankylosis of the hip joint – depending on the position and secondary static and dynamic disturbances

A. in a functionally favourable position (15°–20° in flexion, 5°–10° in abduction and 5°–10° in external rotation)		
1.	stiff, painless hip, placed in a functionally favourable position, allowing relatively efficient gait	16
2.	stiff, painless hip, placed in a functionally favourable position, allowing relatively efficient gait with secondary complaints pertaining to the knee, sacroiliac joints and spine	20
3.	stiff, painful hip, placed in a functionally favourable position, allowing relatively efficient gait	26
4.	stiff, painful hip, placed in a functionally favourable position, allowing relatively efficient gait with secondary complaints pertaining to the knee, sacroiliac joints and spine	32
B. in a functionally unfavourable position (of adduction and internal rotation)		
1.	stiff, painless hip, placed in a functionally unfavourable position, and allowing relatively efficient gait	36
2.	stiff, painful hip, placed in a functionally unfavourable position, impairing gait performance, with secondary complaints pertaining to the knee, sacroiliac joints and spine	42
3.	stiff hip, causing constant pain as well as major static and dynamic disturbances in the form of lack of supportive function of the limb and secondary complaints pertaining to the knee, sacroiliac joints and spine	55

146. Other consequences of hip joint damage (dislocations,

fractures of the proximal epiphysis of the femur, neck fractures, intertrochanteric and subtrochanteric fractures, trochanteric fractures, traumatic slipped capital femoral epiphysis, etc.) – depending on movement range, dislocations, shortening of the limb, deformations and various secondary changes and subjective complaints:

A. of a slight degree		
1.	consequences of healed damage, without shortening, causing subjective complaints, but with effective and efficient gait mechanism	8
2.	consequences of healed damage, with shortening up to 2 cm, causing subjective complaints, limiting mobility with possible flexion above 90°, efficient abduction and rotational movements	12
3.	consequences of healed damage, with shortening from 2 to 4 cm, causing subjective complaints, limiting mobility below 90° of flexion, 15° of abduction and rotational movements below 15°	16

Note: Mobility limitation to flexion range < 45°, with trace abduction movements and rotation is classified as ankylosis, see item 145A.

B. of a major degree

1. properly working hip endoprosthesis with mobility range not impairing activities of daily living (flexion: 90°, abduction: 15° and preserved rotations) and allowing relatively efficient gait	22
2. properly working hip endoprosthesis with mobility range not impairing activities of daily living, with secondary complaints pertaining to the knee, sacroiliac joints and spine	26
3. consequences causing major static and dynamic disturbances, including mobility range limitations without a possibility of hip flexion to the angle of 90° and/or shortening of an extremity over 4–6 cm	32
4. consequences causing major static and dynamic disturbances, including significant limitations of the mobility range, shortening over 6 cm with supportive function of the limb retained only if orthopaedic footwear is used	36

C. with very severe local changes and secondary complaints (spine, sacroiliac joint, knee, etc.)

1. consequences causing major static and dynamic disturbances in the form of lack of supportive function of the limb, resulting in constant pain and secondary complaints pertaining to the knee, sacroiliac joints and spine, including endoprosthesis loosening, pseudoarthrosis of the femoral neck and trochanteric area	42
2. consequences causing major static and dynamic disturbances in the form of lack of supportive function of the limb, resulting in constant pain and secondary complaints, including nonunion after repeated surgery of pseudoarthrosis of the femoral neck and trochanteric area	50
3. consequences causing major static and dynamic disturbances in the form of lack of supportive function of the limb, including complications in the form of endoprosthesis instability (repeated dislocation of endoprosthesis) or so-called “hanging hip”	60

147. Complicated chronic bone tissue inflammation, with fistulae, is assessed according to items 143–146, with increasing the degree of disablement depending on the severity of complications with:
A.

1. chronic osteomyelitis	+5
2. fistulae	+5
3. trophic changes	+5

Thigh
148. Fracture of the femur – depending on deformations, shortening, muscle atrophy, limitation of movements in the hip and knee joints, functional disorders of the limb and other secondary changes
A. minor changes

1. small changes in the form of scars and subjective complaints	2
2. minor changes in the form of scars, minor thigh muscle atrophy, without shortening of the limb, with normal mobility ranges of the knee or hip	4

3.	minor changes in the form of scars, thigh muscle atrophy up to 2 cm measured 10 cm above the patella, with bending of the axis or shortening up to 2 cm, with minor limitations of knee or hip mobility	8
4.	minor changes in the form of scars, significant thigh muscle atrophy over 2 cm, with bending of the axis or shortening up to 4 cm, limitations of knee or hip mobility and minor gait insufficiency	12
B. moderate changes or shortening by 4–6 cm		
1.	moderate changes with shortening up to 5 cm or causing mobility limitations of the hip or knee slightly impairing the gait mechanism	16
2.	moderate changes with shortening up to 5 cm or causing mobility limitations of the hip or knee impairing the gait mechanism	18
3.	moderate changes with shortening up to 6 cm or causing contracture of the knee in functionally favourable positions and impairing the gait mechanism	26
C. major changes or shortening over 6 cm		
1.	major changes with shortening over 6 cm, causing contracture of the knee in functionally favourable positions and impairing the gait mechanism	32
2.	major changes with shortening over 6 cm, causing contracture of the knee in functionally unfavourable positions and impairing the gait mechanism	36
149. Pseudoarthrosis of the femur, femoral bone defects preventing weight-bearing of the limb, delayed bone union – depending on the degree of functional impairment, shortening and secondary disorders		
A.		
1.	pseudoarthrosis of the femur with bone defects leading to shortening up to 4 cm or causing contracture of the knee or hip in a functionally unfavourable position	42
2.	femoral pseudoarthrosis of the femur with bone defects leading to shortening from 4 to 6 cm preventing weight-bearing of the limb	48
3.	infected pseudoarthrosis of the femur with bone defects leading to shortening over 6 cm preventing weight-bearing of the limb	56
150. Damage to the skin, muscles, tendons (burns, cuts, subcutaneous ruptures, muscle hernias, etc.) – depending on functional disturbances		
A. of a slight degree		
1.	minor local changes causing subjective complaints	1
2.	consequences of damage healed with no contracture, causing subjective complaints, with preservation of efficient gait	4
3.	consequences of damage healed with minor contracture causing shortening up to 2 cm, resulting in subjective complaints and minor gait inefficiency.	8
B. of a major degree		
1.	consequences of damage causing subjective complaints and contractures with shortening by 2–4 cm and limitation of knee and hip mobility leading to gait inefficiency	12

2. consequences of damage causing significant subjective complaints, limitation of knee and hip mobility leading to significant gait inefficiency	16
151. Damage to major vessels, post-traumatic aneurysms – depending on the degree of secondary trophic disorders	
A.	
1. consequences of damage to lower leg veins, healed with thrombosis not involving the main vessels and damage to arteries healed with minor local consequences	8
2. consequences of damage to veins, healed with thrombosis of the femoral vein or damage to arteries resulting in ankylosis of the ankle joint	16
3. consequences of damage to veins, causing thrombosis of a tibial vein causing ankylosis, local changes, resulting in gait inefficiency or persistent false aneurysm of a major vessel	24
152. Complicated thigh damage is assessed according to items 148–151, with increasing the degree of disablement depending on the severity of complications by:	
A.	
1. chronic suppurative osteitis	+2
2. fistulae	+2
3. foreign bodies	+2
4. extraskeletal ossification	+2
5. neurological changes	+2
153. Thigh damage complicated by concomitant damage to the sciatic nerve is assessed according to items 148–151, with increasing the degree of permanent disablement by:	
A.	
1. weakening of outward rotation in the hip joint	+5
2. flexion impairment of knee joint	+5
3. loss of foot movement	+20
4. impairment of foot movements	+10
5. sensory disturbances	+5
6. very pronounced trophic changes	+5
7. slightly pronounced trophic changes	+3
8. causalgia	+20
Note: Total degree of disablement assessed according to items 148–151 and item 153 must not exceed 70%.	max. 70

154. Loss of a limb – depending on stump length and usefulness for application of a prosthesis

A.

- | | |
|---|----|
| 1. well-shaped stump covered with skin with no trophic changes, making it possible to use a prosthesis | 50 |
| 2. stump covered with skin with trophic changes limiting the possibility to apply a prosthesis | 60 |
| 3. stump covered with skin with trophic changes or fistulae making application of a prosthesis practically impossible | 70 |

Knee joint

155. Fracture of epiphyses forming the knee joint and of patella – depending on the degree of deformations, varosity, valgosity, contractures, movement limitation, joint stability, statodynamic disorders of the limb and other changes (normal movement range is from – 5° to 120°–150°; thigh circumference is measured at 10 cm above the patella)

A. minor changes

- | | |
|---|---|
| 1. consequences of fractures causing subjective joint complaints, with minor atrophy of thigh muscles and without significant limitations of knee mobility range | 4 |
| 2. consequences of fractures with symptoms of pronounced knee joint inefficiency, with recurrent knee exudates, symptoms of friction in the joint, atrophy of thigh muscles up to 2 cm and decline in the mobility range to 30° | 8 |

B. moderate changes

- | | |
|--|----|
| 1. consequences of fractures with symptoms of significant joint inefficiency and instability, with recurrent knee exudates, symptoms of friction in the joint, with atrophy of thigh muscles up to 2 cm or decline in the mobility range of the knee to 45° | 12 |
| 2. consequences of fractures with symptoms of significant joint inefficiency and instability, with recurrent knee exudates, symptoms of friction in the joint, with atrophy of thigh muscles over 2 cm or decline in the mobility range of the knee to 45° and in flexion to 90° as well as patellectomy | 16 |
| 3. consequences of fractures with symptoms of significant joint impairment with atrophy of muscles up to 4 cm and ankylosis of the knee in a functionally favourable position | 20 |

C. major changes (ankyloses in an unfavourable position, lack of joint stability)

- | | |
|---|----|
| 1. consequences of fractures with symptoms of significant knee impairment, friction in the joint and joint instability, causing the knee to constantly “give way”, with necessity for using a joint stabiliser, with atrophy of muscles over 4 cm or ankylosis in a position of maximum extension or flexion over 30° | 25 |
| 2. consequences of fractures with symptoms of significant knee impairment, friction in the joint and symptoms of knee joint instability so significant that they require permanent use of a stabiliser | 35 |

3. consequences of fractures with symptoms of significant knee impairment, friction in the joint and symptoms of knee joint instability so significant that they require permanent use of a stabiliser and constant use of crutches	40
156. Damage to the tendo-capsular apparatus (capsule, tendons, menisci) depending on movement limitation, joint stability, statodynamic performance of the limb	
A. minor changes	
1. consequences of damage to the tendo-capsular apparatus and menisci causing subjective complaints, with minor atrophy of thigh muscles and without significant limitations of knee mobility range	4
2. consequences of damage to the tendo-capsular apparatus and menisci with symptoms of pronounced knee joint instability, with recurrent knee exudates, including posterior cruciate ligaments impairment, with atrophy of thigh muscles up to 2 cm and minor limitations of knee mobility range not exceeding 30°	8
B. moderate changes	
1. consequences of damage to the tendo-capsular apparatus and menisci with symptoms of significant knee joint instability, including lack of the anterior or posterior cruciate ligaments, with recurrent knee exudates or decline in knee mobility to 45° and atrophy of thigh muscles over 2 cm.	12
2. consequences of damage to the tendo-capsular apparatus and menisci with symptoms of significant knee joint instability, including lack of the anterior or posterior cruciate ligaments, with recurrent knee exudates or decline in knee mobility to 45° and limitations of flexion over 90°	16
3. consequences of damage to the tendo-capsular apparatus and menisci with symptoms of significant knee joint instability, including simultaneous lack of the anterior and posterior cruciate ligaments, with atrophy of muscles up to 4 cm or limitation of extension range hampering moving about	20
C. major changes	
1. consequences of damage to the tendo-capsular apparatus and menisci with symptoms of significant knee joint instability, causing the knee to constantly “give way”, with necessity for using a joint stabiliser and with atrophy of muscles over 4 cm or ankylosis in a functionally unfavourable position.	25
2. consequences of damage to the tendo-capsular apparatus and menisci with symptoms of knee joint instability so significant that they require permanent use of a stabiliser	35
3. consequences of damage to the tendo-capsular apparatus and menisci with symptoms of knee joint instability so significant that they require permanent use of a stabiliser and constant use of crutches	40

157. Other damage to the knee joint (skin scars, foreign bodies) – depending on the severity of oedemas, chronic inflammations, fistulae and other secondary changes

A. minor changes

1. consequences of damage to the knee joint causing subjective joint complaints	1
2. consequences of damage to the knee joint causing subjective joint complaints, with minor atrophy of thigh muscles and without significant limitations of knee mobility range	4
3. consequences of damage to the knee joint with symptoms having a pronounced effect on knee joint efficiency and recurrent knee exudates, with atrophy of thigh muscles up to 2 cm, measured 10 cm above the patella, with minor limitations of knee mobility range	8

B. major changes

1. consequences of damage to the knee with symptoms of significant joint instability, causing decline in knee mobility from 20° to 45° and in flexion above 100°, with atrophy of thigh muscles over 2 cm	12
2. consequences of damage to the knee with symptoms of significant joint instability, with recurrent knee exudates or decline in knee mobility to 45°, flexion limitation above 100° and atrophy of thigh muscles over 4 cm	16

158. Loss of an extremity at the knee joint

A.

1.	65
----	----

Lower thigh

159. Fractures of the lower leg bones – depending on deformations, displacements, secondary complications, trophic and functional changes of the limb, etc.

A. minor changes or shortening up to 4 cm

1. consequences of properly healed fractures, with preserved axis and extremity length, without disturbances of knee and ankle joint mobility and with subjective complaints	4
2. consequences of properly healed fractures, with preserved axis, with shortening up to 2 cm, without disturbances of knee joint mobility, with limitation of ankle joint movements, mainly of dorsal flexion to 10°, and with significant subjective complaints	8
3. consequences of healed fractures, with minor bending of the extremity axis with shortening from 2 to 4 cm, minor disturbances of mobility of the knee joint, of the ankle joint to 10° of dorsal flexion and 25° of plantar flexion and insignificantly impairing gait	12

B. major changes or shortening by 4–6 cm

1. consequences of healed fractures, with bending of the extremity axis with shortening by 4–5 cm, with disturbances of ankle and knee mobility impairing gait	16
2. consequences of healed fractures, with significant bending of the extremity axis with shortening by 5–6 cm, with limitation of ankle joint mobility bordering on ankylosis and limitations of knee joint mobility significantly impairing gait	24

3. consequences of healed fractures, with significant, mostly varus bending of the extremity axis with shortening by > 6 cm, with ankylosis of the ankle joint and limitations of knee joint mobility significantly impairing gait and requiring the use of crutches or canes	28
C. very extensive changes complicated by chronic osteitis, with fistulae, aseptic necrosis, neurological changes and other secondary changes	
1. pseudoarthrosis of the lower leg allowing for weigh-bearing in an orthopaedic device and walking with crutches or union of a fracture complicated by osteitis	30
2. pseudoarthrosis of the lower leg complicated by major trophic changes, with healed osteitis	40
3. infected pseudoarthrosis of the lower leg with fistulae, with major local changes and ankylosis of the ankle joint	50
160. Isolated fracture of the fibula – causing deformation and/or functional impairment of the limb	
A.	
1.	3
Note: consequences of lateral malleolus fractures are determined according to the criteria established for the ankle joint.	
161. Damage to soft tissues of the lower leg, skin, muscle, Achilles tendon and other tendons – depending on the extent, foot deformation as well as functional disorders and vascular, trophic and other changes	
A. minor changes	
1. consequences of healed damage to soft tissues, with possible minor disturbances of mobility of the knee and ankle joints with subjective complaints	1
2. consequences of healed damage to soft tissues with decline in movement range to 30° and with subjective complaints	4
3. consequences of healed damage to soft tissues with disturbances of knee joint mobility, with limitation of ankle joint movements, mainly of dorsal flexion to 10°, insignificantly impairing gait, with significant subjective complaints	8
B. major changes	
1. consequences of healed damage to soft tissues with disturbances of knee joint mobility with decline in movement range to 45°, limitation of ankle movements, in a range from 10° of dorsal flexion to 25° of plantar flexion, insignificantly impairing gait	12
2. consequences of damage complicated by inflammation and skin necrosis, but healed, with trophic changes, disturbances of knee joint mobility, with decline of movement range to 60°, ankylosis of the ankle joint in a functionally favourable position, significantly impairing gait	16
3. consequences of damage complicated by inflammation and skin necrosis, healed with skin defects, with active fistulae, disturbances of knee joint mobility, with ankylosis of the ankle joint in a functionally unfavourable position, significantly impairing gait	20

162. Loss of an extremity within the lower leg – depending on the stump nature, length, usefulness of applying a prosthesis and secondary changes in the extremity

A.

- | | |
|---|----|
| 1. with stump length in an adult up to 8 cm (measured from the articular space) | 60 |
|---|----|

B. with stumps longer than 8 cm (measured from the articular space)

- | | |
|--|----|
| 1. well-shaped stump covered with skin with no trophic changes, making it possible to use a prosthesis | 40 |
| 2. stump covered with skin with trophic changes limiting the possibility to apply a prosthesis | 50 |
| 3. stump covered with skin with trophic changes or fistulae making it difficult to apply a prosthesis | 55 |

Ankle joint proper and talocalcaneal joint

163. Damage to the ankle joint proper and talocalcaneal joint, dislocations, fractures, contusions and other injuries – depending on scars, deformation, mobility limitations, statodynamic disturbances of the foot, chronic oedemas and sustained complaints

A. of a minor degree

- | | |
|---|---|
| 1. consequences of healed damage to the tendo-capsular apparatus, without disturbances of ankle joint mobility and with subjective complaints | 1 |
| 2. consequences of healed damage to the tendo- | |
| 3. consequences of healed damage to the tendo-capsular apparatus, with minor disturbances of ankle joint mobility and subjective complaints | 4 |

B. of a moderate degree

- | | |
|--|---|
| 1. consequences of healed damage to the ankle joint with significant disturbances of ankle joint mobility, in a range from 10° of dorsal flexion to 25° of plantar flexion, insignificantly impairing gait, but with significant subjective complaints | 8 |
|--|---|

C. of a major degree

- | | |
|--|----|
| 1. consequences of healed damage with limitation of ankle movement, close to ankylosis in a functionally favourable position, in intermediate placement, in slight plantar flexion, allowing relatively efficient gait | 12 |
| 2. consequences of damage causing ankylosis in a position of excessive plantar or dorsal flexion and leading to pain while walking and complaints impairing gait | 16 |
| 3. consequences of damage complicated by inflammation, healed with ankylosis of the ankle joint in a functionally unfavourable position, significantly impairing gait and necessitating the use of a crutch or cane | 20 |

D. complicated by chronic osteitis, arthritis, fistulae, necrosis, trophic changes

- | | |
|--|----|
| 1. consequences of damage complicated by inflammation, healed with fistulae or significant trophic changes and with ankylosis of the ankle joint in a position of excessive plantar or dorsal flexion, or with excessive supination or pronation of the foot, resulting in gait inefficiency and necessity to use a crutch or cane | 28 |
|--|----|

2. consequences of damage complicated by inflammation, healed with significant changes and causing ankylosis in a position of excessive plantar or dorsal flexion and with excessive sustained supination or pronation of the foot, resulting in gait inefficiency and necessity to use a crutch or cane, with concomitant trophic changes, fistulae and other secondary changes hampering application of orthopaedic footwear	32
3. consequences of damage complicated by inflammation, healed with ankylosis in a functionally unfavourable position with concomitant secondary changes (fistulae, trophic changes) preventing weight-bearing of the extremity (necessity to walk using 2 crutches)	38
164. Ankylosis of the ankle joint proper or the talocalcaneal joint, depending on foot position deformations, secondary changes and other complications	
A. at an angle close to the right angle	
1. ankylosis in a functionally favourable position, in intermediate placement, in slight plantar flexion, allowing efficient gait	12
2. ankylosis in a functionally favourable position, in intermediate placement, in slight plantar flexion, causing complaints while walking	16
B. in other functionally unfavourable positions	
1. ankylosis in a position of excessive plantar or dorsal flexion and leading to pain while walking and gait inefficiency.	20
2. ankylosis in a position of excessive plantar or dorsal flexion with excessive supination or pronation of the foot, causing insufficient gait and necessity to use a crutch or cane	26
C. in unfavourable positions with major changes and complications	
1. ankylosis in a position of excessive plantar or dorsal flexion with excessive supination or pronation of the foot, causing gait inefficiency and necessity to use a crutch or cane, with concomitant trophic changes, fistulae and other secondary changes hampering application of orthopaedic footwear	32
2. ankylosis in a functionally unfavourable position with concomitant secondary changes (fistulae, trophic changes) preventing weight-bearing of the extremity (necessity to walk using 2 crutches)	36
165. Fractures of the talus or heel bones – depending on scars, deformations, statodynamic disorders, trophic changes and other complications	
A. minor changes	
1. consequences of healed fractures with subjective complaints	1
2. consequences of healed fractures, with minor disturbances of ankle joint mobility and with subjective complaints	4
3. consequences of healed fractures with major disturbances of ankle joint mobility, mostly of the dorsal flexion, insignificantly impairing gait, with changes in the talocalcaneal joint and with significant subjective complaints	8

B. moderate changes

- | | |
|---|----|
| 1. consequences of healed damage with limitation of ankle movement, close to ankylosis in a functionally favourable position, in intermediate placement, with major secondary changes in the talocalcaneal joint allowing efficient but impaired gait | 12 |
| 2. consequences of damage causing ankylosis in an intermediate position with major secondary changes in the talocalcaneal joint and leading to significant pain while walking and complaints impairing gait | 16 |

C. major changes with partial bone loss

- | | |
|--|----|
| 1. consequences of damage complicated by inflammation, healed with ankylosis of the ankle joint in a functionally unfavourable position, with major secondary changes in the talocalcaneal joint significantly impairing gait and necessitating the use of a crutch or cane | 20 |
| 2. consequences of damage complicated by inflammation, healed with significant changes and causing ankylosis in a position of excessive plantar or dorsal flexion and with excessive supination or pronation of the foot, resulting in gait inefficiency and necessity to use a crutch or cane, with concomitant trophic changes, fistulae and other secondary changes hampering application of orthopaedic footwear | 28 |

166. Loss of the talus bone or heel bone – depending on persisting complaints, displacements, deformations, foot position, statodynamic disorders of the foot
A.

- | | |
|--|----|
| 1. consequences of damage with limitation of ankle joint movement and major secondary changes or ankylosis in a functionally favourable position, in intermediate placement, allowing application of orthopaedic footwear, with possibility of weight-bearing of the extremity | 32 |
| 2. consequences of damage with major secondary changes or ankylosis in a functionally unfavourable position, with no possibility of application of orthopaedic footwear or weight-bearing of the extremity | 36 |

167. Damage to the tarsus bones with displacements, deformations and other secondary changes – depending on the degree of functional disorders
A. of a slight degree

- | | |
|---|---|
| 1. consequences of damage with minor deformations and subjective complaints | 1 |
| 2. consequences of damage with minor disturbances of structure and statics of the tarsus and subjective complaints | 4 |
| 3. consequences of damage with major disturbances of structure and statics of the tarsus, insignificantly impairing gait, with secondary changes in the tarsal joints and significant subjective complaints | 8 |

B. of a major degree or with other complications

- | | |
|--|----|
| 1. consequences of damage healed with secondary deformation hampering walking and requiring application of orthopaedic devices | 12 |
| 2. consequences of damage complicated by inflammation, healed with secondary deformation, trophic changes and fistulae, hampering walking and requiring application of orthopaedic devices | 16 |

168. Fractures of the metatarsal bones – depending on deformations and statodynamic disorders as well as other changes

A. Metatarsal bones I or V

1. consequences of damage with minor deformations and subjective complaints	1
2. consequences of damage, most commonly of fractures without displacements, with minor disturbances of structure and statics and mainly subjective complaints	2
3. consequences of damage, most commonly of fractures with displacements, with major disturbances of structure and statics, insignificantly impairing gait and with significant subjective complaints	8
4. consequences of fractures with displacement of metatarsal bones I and V causing deformation requiring application of orthopaedic footwear	12

B. Metatarsal bones II, III and IV

1. consequences of damage with minor deformations and subjective complaints	1
2. consequences of damage, most commonly of fractures without displacements, with minor disturbances of structure and statics and mainly subjective complaints	2
3. consequences of damage, most commonly of fractures with displacements, with major disturbances of structure and statics, insignificantly impairing gait and with significant subjective complaints	8

C. fractures of three or more metatarsal bones – depending on deformations and functional disorders

1. consequences of fractures of at least three metatarsal bones causing deformation and impaired gait efficiency	12
2. consequences of fractures of at least three metatarsal bones causing deformation requiring application of orthopaedic footwear	16

169. Complicated fractures of the metatarsal bones are assessed according to item 168, with increasing the degree of disablement depending on complications based on:

A

1. osteitis	+2
2. fistulae	+2
3. secondary trophic changes	+2
4. neurological changes	+2

170. Damage to a foot depending on the severity of scars, deformations, trophic changes, statodynamic disorders of the foot and other secondary changes

A. minor changes

1. consequences of healed damage with minor disturbances of statics and mobility of the digits and mainly with subjective complaints	4
--	---

B. major changes

1. consequences of damage, with major disturbances of structure and statics, insignificantly impairing gait and with significant subjective complaints	8
2. consequences of damage, with major trophic changes and major disturbances of structure and statics, impairing gait significantly and requiring application of orthopaedic footwear	12

171. Loss of a foot in its entirety**A.**

1.	50
----	----

172. Loss of a foot at Chopart joint**A.**

1.	40
----	----

173. Loss of a foot at Lisfranc joint**A.**

1.	30
----	----

174. Loss of a foot within metatarsal bones**A.**

1.	25
----	----

Toes**175. Damage to the hallux – depending on scars, deformations, defect size, nature of the stump, static and gait disturbances and other secondary changes****A.**

1. defects of the tip or partial loss of the nail phalanx of the hallux	4
2. loss of the nail phalanx of the hallux	8
3. loss of the entire hallux	12

176. Other damage to the hallux – depending on the extent of damage (of the soft parts)**A.**

1. minor changes	1
2. moderate changes	3
3. major changes	5

177. Loss of a hallux with a metatarsal bone – depending on**A the size of metatarsal bone loss**

1. loss of a hallux with a part of a metatarsal bone	16
2. loss of a hallux with an entire metatarsal bone	20

3. loss of a hallux with an entire metatarsal bone with major secondary changes preventing application of orthopaedic devices and significantly impairing gait	25
--	----

178. Damage and defects within digits II, III, IV and V together

A

1. partial loss, minor changes	1
2. partial loss, major changes	2
3. total loss, major changes	4

179. Loss of digit V with metatarsal bone

A

1. loss of digit V with part of a metatarsal bone	5
2. loss of digit V with an entire metatarsal bone	10
3. loss of a little toe with an entire metatarsal bone with major secondary changes preventing application of orthopaedic devices and significantly impairing gait	15

180. Loss of digits II, III, IV with metatarsal bone

A.

1. loss of toes with part of a metatarsal bone	2
2. loss of toes with an entire metatarsal bone	4
3. loss of toes with an entire metatarsal bone with major secondary changes preventing application of orthopaedic devices and significantly impairing gait	8

181. Other minor damage and deformations of the digits

A.

1.	1
----	---

Note: Damage to stumps of amputated limbs requiring reamputation or preventing the use of a prosthesis is assessed according to amputation at a higher level, while cases requiring reamputation are assessed in a similar way, subtracting the percentage of disablement for the stump existing before the injury

N. Paralyses or pareses of individual peripheral nerves

182. Partial or complete damage – depending on the degree of disorders:

right | left

A

1. of the phrenic nerve below its connection with the infraclavicular nerve	8 8
---	-------

B.

1. of the long thoracic nerve	10 8
-------------------------------	--------

C. of the axillary nerve

1. partial – sensory	10 8
2. complete – motor and/or sensory	20 16

D. of the musculocutaneous nerve

1. partial – sensory	8 4
2. complete	20 16

E. OF THE RADIAL NERVE

1. impairment of extension of the forearm	+3 +2
2. impairment of supination of the forearm	+3 +2
3. impairment of extension of the hand	+1 +8
4. weakening of flexion of the forearm	+3 +2
5. impairment of extension and abduction of the thumb	+10 +8
6. impairment of extension in metacarpophalangeal joints	+6 +4
7. weakened adduction of the hand	+4 +3
8. weakened abduction of the hand	+4 +3
9. sensory disturbances	+3 +1

F. OF THE MEDIAN NERVE

1. impairment of active pronation of the forearm	+4 +2
2. impairment of hand flexion	+4 +2
3. impairment of flexion of the digits	+4 +2
4. impairment of thumb movements (inability of opposition and flexion)	+10 +8
5. sensory disturbances	+5 +4
6. vegetative disorders (vasomotor or trophic)	+5 +4

G. OF THE ULNAR NERVE

1. partial – sensory	5 3
2. partial – motor	15 10
3. partial – sensory and motor	20 15
4. complete	30 20

H. OF THE BRACHIAL PLEXUS

1. impairment of abduction of the arm	+5 +4
2. impairment of flexion in the elbow joint	+5 +4
3. impairment of supination of the forearm	+5 +4
4. paralysis of the flexors and extensors of the forearm	+5 +4
5. paralysis of the hand muscles	+20 +15
6. sensory disturbances	+5 +5

I. OF THE REMAINING NERVES OF THE CERVICOTHORACIC SECTION	
sensory	7
complete – motor and/or sensory	12
J. OF THE OBTURATOR NERVE	12
K. OF THE FEMORAL NERVE	20
L. OF THE GLUTEAL NERVES (SUPERIOR AND INFERIOR)	10
M. OF THE COMMON PUDENDAL NERVE	15
N. OF THE SCIATIC NERVE BEFORE IT DIVIDES INTO THE TIBIAL AND PERONEAL NERVES	
1. weakening of outward rotation in the hip joint	+5
2. flexion impairment of knee joint	+5
3. loss of foot movement	+30
4. impairment of foot movements	+15
5. sensory disturbances	+5
6. very pronounced trophic changes	+10
7. slightly pronounced trophic changes	+5
8. causalgia	+10
Note: In the case of partial damage, the assessment is based on symptoms pertaining to a nerve branch and the criteria defined below must not be exceeded.	
O. OF THE TIBIAL NERVE	
1. lack of plantar flexion of the foot and digits	+20
2. impaired plantar flexion of the foot and digits	+8
3. sensory disturbances	+5
4. very pronounced trophic changes	+10
5. slightly pronounced trophic changes	+5
P. OF THE PERONEAL NERVE	
1. weakening of plantar flexion of the foot	+4
2. inability to pronate the foot	+4
3. weakening of flexion and extension of the digits	+3
4. sensory disturbances	+10
R. OF THE LUMBOSACRAL PLEXUS	
1. weakening of outward rotation in the hip joint	+10
2. impairment of flexion and extension in the hip joint	+10
3. impairment of adduction of the arm	+10
4. loss of knee joint movement	+10
5. loss of foot movement	+10
6. sensory disturbances	+10
7. trophic changes	+10

S.

1. of the remaining nerves of the lumbosacral section	8
---	---

Notes: Item 182 is used only to assess isolated peripheral nerve damage.

Concomitant bone, muscle and nerve damage is assessed according to items pertaining to damage to relevant sections of the upper and lower extremities.

Damage to peripheral nerves should be documented by neurophysiological examination (EMG and neuroconductivity). Total damage must be documented by neurophysiological examination (EMG and neuroconductivity).

In the assessment of consequences of peripheral nerve damage, the consequences must not exceed disablements stipulated for amputation at a level equivalent to the extent of innervation.

183. Causalgias confirmed through hospital observation

A.

1. in an upper extremity	50 30
2. in a lower extremity	40 40

Annex to the General Terms and Conditions of Group Life Insurance for Employees and Their Families Hestia Rodzina HR 01/15

1. Pursuant to this Annex, subject to the remaining provisions of the General Terms and Conditions of Group Life Insurance for Employees and Their Families Hestia Rodzina HR 01/15 (hereinafter referred to as "GTC"), the following amendments are hereby introduced:
 - 1) The following sections 4–15 are hereby added to § 1 of GTC:
 - "4. The Controller of the personal data is Sopockie Towarzystwo Ubezpieczeń na Życie ERGO Hestia S.A. (hereinafter: "ERGO Hestia"). The data subject may contact the controller of personal data:
 - 1) in writing, to the address ul. Hestii 1, 81-731 Sopot;
 - 2) by calling: 801 107 107 or 58 555 55 55.
 5. The personal data controller has appointed a Data Protection Officer who can be contacted regarding all matters relating to the processing of personal data and the exercise of rights related to data processing. The data subject may contact the Data Protection Officer:
 - 1) in writing, to the address ul. Hestii 1, 81-731 Sopot;
 - 2) via the e-mail address: iod@ergohestia.pl;
 - 3) by using the contact form available in the Personal Data Protection section of the www.ergohestia.pl website.
 6. The personal data controller processes personal data for the following purposes:
 - 1) assessment of insurance risk in order to present an insurance offer, conclusion of an insurance contract or provision of insurance cover – for these purposes and for the purpose of determining the amount of the premium, we use profiling. Decisions shall be made on the basis of data collected during the conclusion of the insurance contract and provision of insurance cover, including, among others, the date of birth, information on the health condition, information on the occupation, as well as on the basis of data collected via databases of the Central Statistical Office, concerning the subject matter of the conducted business activity. The decisions shall be based on automatic assessment of insurance risk of the conclusion of a contract with you. For example, if you pursue a high-risk occupation, the insurance risk may be higher, thus resulting in a higher insurance premium.
 - 2) performance of an insurance contract, i.a. performance of insurance activities related to claims adjustment. If a claim is filed, profiling is used in order to determine an adjustment course. The decision on the selection of the adjustment course shall be made on the basis of data collected during the claim filing process and the type of claim;
 - 3) risk reinsurance;
 - 4) pursuit of claims;
 - 5) direct marketing of data controller's own products and services – in the case of direct marketing of our own products and services we will use profiling. This means that, on the basis of your data, we will create a marketing profile to present offers that are tailored to your needs;
 - 6) preventing insurance offences – to the extent necessary to prevent abuse and use of ERGO Hestia's activities for criminal purposes;
 - 7) examination of complaints and appeals concerning services provided by ERGO Hestia, as well as requests and enquiries addressed to ERGO Hestia;
 - 8) fulfilment of obligations associated with anti-money laundering and countering terrorist financing under the Act of 1 March 2018 on Anti-Money Laundering and Countering Terrorist Financing (hereinafter: the "AML and CTF Act");
 - 9) fulfilment of international tax obligations and implementation of FATCA (Foreign Account Tax Compliance Act) as well as legislation on automatic exchange of tax information with other countries – CRS (Common Reporting Standard);

- 10) compliance with obligations to which the controller is subject in relation to sanctions introduced under the relevant regulations of the United Nations, the European Union or the United States of America;
 - 11) analytical and statistical purposes.
7. Legal grounds for personal data processing:
- 1) the processing of personal data is necessary for the conclusion of an insurance contract or provision of insurance cover, performance of an insurance contract, risk reinsurance;
 - 2) a legitimate interest of the personal data controller, such as direct marketing of the controller's own products and services, pursuit of claims under an insurance contract, counteracting and prosecution of crimes committed to the detriment of the insurance company, reducing the insurance risk connected with the provision of coverage and conclusion of an insurance contract; analytics and statistics;
 - 3) compliance with the data controller's legal obligations (resulting from national and international legislation, including the European Union law);
 - 4) a legitimate interest of a third party, i.e. the parent company in the MunichRe capital group (to which the controller belongs) as an entity directly obliged to apply sanctions of the United States of America and to ensure that they are complied with by the affiliates;
 - 5) consent, if given voluntarily.
8. Personal data may be transferred to: reinsurance companies, entities performing medical activities, other insurance companies when a separate consent is granted for the purposes of insurance risk assessment and determination of rights to benefits and their amount, other entities when a separate consent is granted for the purposes of direct marketing of their products and services, other controllers if such data controller have legitimate interests, as well as to entities processing personal data on behalf of ERGO Hestia, e.g. IT service providers, entities processing data for the purpose of debt collection, provision of archiving services, conducting insurance benefit adjustment procedures, entities which organise or perform activities related to risk assessment or ongoing insurance benefit adjustment procedures, insurance agents.
9. ERGO Hestia shall transfer personal data to recipients located in countries outside the European Economic Area if this is necessary for the performance of the concluded insurance contract. ERGO Hestia will adequately safeguard such data. For information on how to obtain a copy of the safeguards or where it is available, please contact the personal data controller or the Data Protection Officer.
10. Data subjects whose personal data are processed by ERGO Hestia shall have the following rights in connection with the processing:
- 1) the right to access their personal data;
 - 2) the right to request rectification, erasure or restriction of the processing of their personal data;
 - 3) the right to object to the processing of their personal data, in so far as they are processed for the purposes of direct marketing, including profiling;
 - 4) the right to data portability, i.e. to receive personal data from the data controller in a structured, commonly used machine-readable format, and the right to transfer such data to another controller;
 - 5) the right to lodge a complaint with the supervisory authority responsible for the protection of personal data;
 - 6) the right to withdraw consent, without prejudice to the legality of the actions taken before its withdrawal;
 - 7) in the event of automated decision-making, the right to obtain an adequate explanation regarding the grounds for a decision, the right to question the decision or express one's own position, or to request human intervention to re-analyse the data and obtain an individual decision.

11. In order to exercise the rights referred to in section 10, data subjects are requested to contact the data controller or the Data Protection Officer.
 12. If the insurance contract has been concluded or if the insurance coverage was provided, personal data shall be stored until claims under the insurance contract have become time-barred or until the expiry of the statutory obligation to store the data, in particular the obligation to retain accounting documents relating to the insurance contract, the storage obligation under the AML and CTF Act. If no insurance contract has been concluded or no insurance coverage has been provided, your personal data will be stored until any claims in this regard become time-barred. If relevant consent is granted, personal data will be used for the purposes specified in the consent (e.g. for marketing purposes) until its withdrawal. Data will be processed for analytical and statistical purposes for a period of 12 years from the date of the insurance contract termination.
 13. The provision of personal data is necessary for the assessment of insurance risk, as well as for the conclusion and performance of an insurance contract and the provision of insurance coverage. Failure to provide personal data will result in the inability to conclude an insurance contract or provide insurance coverage. The provision of personal data for purposes other than those mentioned above (e.g. for marketing purposes) is voluntary.
 14. The personal data controller shall have the right to verify personal data contained in the insurance contract against the lists published by the General Financial Information Inspector, containing data of persons presenting a threat to international peace and security and therefore subject to financial sanctions in accordance with Article 117 of the AML and CTF Act.
 15. If claims are filed with relation to: hospital treatment of the spouse, hospital treatment of the child, critical illness of the spouse, child's critical illness, total disability of the spouse due to accident, total disability of the child due to accident, the Insured filing the claim shall make sure that the persons whose personal data is provided to ERGO Hestia for the purpose of claim settlement and benefit payment (execution of the insurance contract) have read the information clause on personal data processing and rights related to personal data processing provided in sections 4–14 above.”
- 2) § 2 item 22) of GTC shall be replaced by the following:
- “partner – a person indicated by an employee as a non-relative staying in an informal relationship with the employee and managing a common household therewith, who as at the date of making relevant statements regarding the partnership and as at date of the event insured under the insurance contract is not married to a third party. The cover may be provided to only one partner of the employee at a time,”
- 3) § 2 item 33) of GTC shall be deleted in its entirety.
- 4) § 8 section 2 of GTC shall be replaced by the following:
- “The Policyholder shall have the right to withdraw from the insurance contract within 30 days, and if the Policyholder is an entrepreneur – within 7 days from the date of conclusion of the contract by submitting a declaration to ERGO Hestia in this regard. If, by the time of conclusion of the contract, ERGO Hestia has not informed the Policyholder who is a consumer about the right to withdraw from the contract, the 30-day period shall commence on the date when the Policyholder who is a consumer learns about such a right. Withdrawal from the insurance contract shall not release the Policyholder from the obligation to pay the premium for the period, during which ERGO Hestia provided the coverage.”
- 5) The following sections 7–8 are hereby added to § 8 of GTC:
- “7. The Insured who submitted the declaration of consent may, at any time, submit to ERGO Hestia in writing a declaration of withdrawal of consent for insurance coverage, resulting in termination of the insurance coverage as of the last day of the month in which the declaration in this regard was submitted to ERGO Hestia (resignation from the insurance contract).
 8. If ERGO Hestia, as an obliged institution within the meaning of the AML and CTF Act, cannot apply one of the financial security measures specified in this Act, it shall terminate the business relationship (the insurance contract).”

6) The following section 4 is hereby added to § 11 of GTC:

“4. As an obliged institution within the meaning of the AML and CTF Act, ERGO Hestia may, for the purpose of fulfillment of the obligations of the obliged institution and application of financial security measure, demand submission of additional documents or information.”

7) § 17 section 3 of GTC shall be replaced by the following:

“The Policyholder is obliged to inform the Insured on an ongoing basis about the terms and conditions of the insurance contract which may affect the rights and obligations of the Insured, and about the planned changes, in accordance with the provisions of the Civil Code and the Act on insurance and reinsurance activity.”

8) The following section 6 is hereby added to § 17 of GTC:

“6. The Policyholder shall:

- 1) in contracts concluded on behalf of employees or persons engaged in work assignments on the basis of civil law agreement and their family members, as well as contracts concluded on behalf of members of associations, professional societies or trade unions, provide the person interested in becoming a party to such a contract, before the insurance contract is signed, with the information about:
 - a) name of the insurance company and the address of its registered office;
 - b) the nature of remuneration, within the meaning of the Act of 15 December 2017 on insurance distribution, received in connection with the proposed entry into the group insurance contract, if such remuneration is received in accordance with Article 18 section 3 of the Act of 11 September 2015 on insurance and reinsurance activity;
 - c) the possibility of filing complaints, lodging claims and have the disputes settled out of court. For contracts referred to in this section, the provisions of Article 7 of the Act of 15 December 2017 on insurance distribution shall apply to the Policyholder;
- 2) provide the Insured with General Terms and Conditions of Insurance with Appendices before the Insured become parties to the insurance contract; and
- 3) act as an intermediary in the process of providing the persons applying for insurance and covered by the insurance with the information addressed to the Insured by ERGO Hestia and to ERGO Hestia by the Insured, including the information on whether the insurance cover is renewed for the next policy year.”

9) § 26 section 2 of GTC shall be replaced by the following:

“If permanent disability resulting from one or several accidents occurs in one or several organs specified in § 25 section 3, ERGO Hestia shall pay the Insured the benefit equal to the sums of amounts determined in section 1, subject to the provisions of sections 3 and 4.”

10) § 36 section 3 item 2) of GTC shall be replaced by the following:

“coverage with ERGO Hestia’s liability in the case of a critical illness of the spouse (under the basic, extended or maximum package),”

11) § 38 section 7 item 15) of GTC shall be deleted in its entirety.

12) § 38 section 7 item 17) of GTC shall be replaced by the following:

“cirrhosis, chronic hepatitis, type B or C chronic hepatitis, alcoholic liver disease – for end-stage hepatic failure;”

13) § 39 section 2 item 9) of GTC shall be deleted in its entirety.

14) The following section 4 is hereby added to § 39 of GTC:

“4. ERGO Hestia shall also not pay the insurance benefit for events related to accidents, apart from the cases set out in section 2, if the event occurs as a normal consequence of: mental disturbances or diseases resulting from addiction to psychoactive substances (including alcohol) or their use.”

15) § 40 section 2 of GTC shall be deleted in its entirety.

16) § 40 section 5 of GTC shall be replaced by the following:

“Under the extended package of hospital treatment of the Insured, ERGO Hestia’s liability shall include the benefits referred to in § 41 sections 1–2 and 4–5.”

17) § 40 section 7 of GTC shall be replaced by the following:

“With regard to a spouse provided with cover under the basic package, ERGO Hestia’s liability shall include the benefits referred to in § 44 sections 1–2, and in the case of the extended scope, ERGO Hestia’s liability shall include the benefits referred to in § 44 sections 1–2 and 4–5.”

18) § 41 section 1 of GTC shall be replaced by the following:

“If hospital treatment of the Insured was necessitated by an accident, ERGO Hestia shall pay the Insured the benefit in the amount specified in the insurance contract, for each day of the hospital treatment for the first 14 days, if the hospital treatment of the Insured lasted uninterruptedly more than 4 full calendar days (or other number of days indicated in the insurance contract) and the hospital treatment commenced during the period of ERGO Hestia’s liability.”

19) § 41 section 2 of GTC shall be replaced by the following:

“ERGO Hestia shall pay the Insured the benefit in the amount specified in the insurance contract for each day of hospital treatment of the Insured due to an accident, after the 14th day of the hospital treatment. The benefit shall also be due and payable for each day of hospital treatment of the Insured in a hospital, which was not necessitated by an accident, provided that this kind of hospital treatment is not excluded from ERGO Hestia’s liability and provided that the hospital treatment of the Insured lasted uninterruptedly more than 4 full calendar days (or other number of days indicated in the insurance contract) and the hospital treatment commenced during the period of ERGO Hestia’s liability.”

20) § 41 section 3 of GTC shall be deleted in its entirety.

21) § 41 section 4 of GTC shall be replaced by the following:

“If the Insured, in the period of the hospital treatment referred to in section 1 or 2, stayed at the ICU, ERGO Hestia shall pay the Insured an additional benefit in the amount specified in the insurance contract for each day of hospital treatment at the ICU. The additional benefit may be paid for a maximum 14 days with regard to one instance of hospital treatment. In the case of treatment at the ICU which commenced in the period of ERGO Hestia’s liability and ended after the end of the cover period, ERGO Hestia shall pay the additional benefit also for the period after the end of the cover period, for a maximum of 14 days of treatment. The additional benefit for hospital treatment at the ICU shall be payable on condition that, and solely for the period for which, the benefit for the hospital treatment of the Insured is simultaneously due.”

22) § 41 section 6 of GTC shall be replaced by the following:

“If, after the end of hospital treatment, the Insured commenced further round-the-clock treatment at a rehabilitation ward, in a rehabilitation hospital or in a rehabilitation facility, as a continuation of the previous treatment (no later than within 30 days of the end of the treatment), ERGO Hestia shall pay the Insured, for each day of such treatment, an additional benefit in the amount indicated in the insurance contract. The additional benefit may only be paid twice in a policy year, for a maximum aggregate period of 45 days. In the case of treatment which commenced during the period of ERGO Hestia’s liability and ended after the end of the cover period or, in the case of continuation of insurance – in another policy year, ERGO Hestia shall pay the benefit due for such treatment for the period of such treatment, for a maximum of 45 days of treatment.”

23) § 42 section 5 of GTC shall be replaced by the following:

“The benefit for hospital treatment of the Insured referred to in § 41 sections 1 and 2 may be paid for a maximum of 90 days of the hospital treatment for each policy year. In the case of hospital treatment which commenced in the period of ERGO Hestia’s liability and ended after the end of the cover period or, in the case of continuation of insurance – in another policy year, ERGO Hestia shall pay the benefit due for the hospital treatment for the entire period of the hospital treatment, for a maximum of 90 days of the hospital treatment. Regardless of the entitlement to benefits for hospital treatment continued in the subsequent policy year, the Insured shall also be entitled in such a policy year to the benefit for hospital treatment in line with the principles determined in these General Terms and Conditions of Insurance.”

24) § 44 section 1 of GTC shall be replaced by the following:

“If hospital treatment of the spouse was necessitated by an accident, ERGO Hestia shall pay the Insured the benefit in the amount specified in the insurance contract for each day of the hospital treatment for the first 14 days if the hospital treatment of the spouse lasted uninterruptedly more than 4 full calendar days (or 3 full calendar days, if the insurance contract so stipulates) and the hospital treatment commenced during the period of ERGO Hestia’s liability.”

25) § 44 section 2 of GTC shall be replaced by the following:

“ERGO Hestia shall pay the Insured the benefit in the amount specified in the insurance contract for each day of hospital treatment of the spouse due to an accident, after the 14th day of the hospital treatment. This benefit is also due and payable for each day of hospital treatment of the spouse in the hospital, which was not necessitated by an accident, provided that this kind of hospital treatment is not excluded from ERGO Hestia’s liability and provided that the hospital treatment of the spouse lasted uninterruptedly for more than 4 full calendar days (or 3 full calendar days, if the insurance contract so stipulates) and the hospital treatment commenced during the period of ERGO Hestia’s liability.”

26) § 44 section 3 of GTC shall be deleted in its entirety.

27) § 44 section 4 of GTC shall be replaced by the following:

“If a spouse, in the period of the hospital treatment of the spouse referred to in section 1 or 2, stayed at the ICU, ERGO Hestia shall pay the Insured an additional benefit in the amount specified in the insurance contract for each day of the spouse’s hospital treatment at the ICU. The additional benefit may be paid for a maximum 14 days with regard to one instance of hospital treatment. In the case of treatment at the ICU which commenced in the period of ERGO Hestia’s liability and ended after the end of the cover period, ERGO Hestia shall pay the additional benefit also for the period after the end of the cover period, for a maximum period of 14 days. The additional benefit for hospital treatment at the ICU shall be payable on condition that, and solely for the period for which, the benefit for the hospital treatment of the spouse is simultaneously due.”

28) § 45 section 5 of GTC shall be replaced by the following:

“The benefit for hospital treatment of the spouse referred to in § 44 sections 1 and 2 may be paid for a maximum of 90 days of the hospital treatment for each policy year. In the case of hospital treatment which commenced in the period of ERGO Hestia’s liability and ended after the end of the cover period or, in the case of continuation of insurance – in another policy year, ERGO Hestia shall pay the benefit due for the hospital treatment for the entire period of the hospital treatment, for a maximum of 90 days of the hospital treatment. Regardless of the entitlement to benefits for hospital treatment continued in the subsequent policy year, the spouse shall also be entitled in such a policy year to the benefit for hospital treatment in line with the principles determined in these General Terms and Conditions of Insurance.”

29) § 46 section 2 of GTC shall be replaced by the following:

“The Insured shall be entitled to the benefit for hospital treatment of the child if the hospital treatment of the child lasted uninterruptedly more than 6 full calendar days, provided that the hospital treatment commenced during the period of ERGO Hestia’s liability. The date of commencement of hospital treatment shall be the first full calendar day of the hospital treatment, regardless of the time of admission to the hospital. The period of hospital treatment does not include breaks in the hospital treatment as a result of granting of a pass.”

30) § 48 section 1 item 3) of GTC shall be deleted in its entirety.

31) The following sections 5–6 are hereby added to § 48 of GTC:

“5. ERGO Hestia shall not be liable for hospital treatment of the Insured, hospital treatment of the spouse or hospital treatment of the child if the treatment took place: in a rehabilitation hospital, at a hospital rehabilitation ward, daytime stay ward, in a nursing home, social welfare home, an establishment for the mentally ill, an oncology hospice, a medicine addiction treatment centre, a drug addiction treatment centre, alcohol addiction treatment centre, convalescence centre, rehabilitation centre, sanatorium, recreation centre and if the treatment took place in the form of domestic nurse care.

6. ERGO Hestia shall not be liable for hospital treatment of the Insured, hospital treatment of the spouse or hospital treatment of the child if the attending physician indicated the following as the diagnosed main disease, coexisting disease or a complication in the discharge summary:
 - 1) acquired immune deficiency syndrome (AIDS) or infection with HIV and derived illnesses, a venereal disease or a deliberate bodily injury,
 - 2) mental disturbance or disease resulting from an addiction to psychoactive substances (including alcohol) or their use, mental impairment.”
- 32) § 52 section 1 item 3) of GTC shall be deleted in its entirety.
- 33) The following section 13 is hereby added to § 52 of GTC:

“13. ERGO Hestia shall not be liable for a surgery if the attending physician indicated the following as the diagnosed main disease, coexisting disease or a complication during the hospital treatment:

 - 1) acquired immune deficiency syndrome (AIDS) or infection with HIV and derived illnesses,
 - 2) mental disturbances or diseases resulting from the addiction to psychoactive substances (including alcohol) or their use.”
- 34) § 53 section 5 of GTC shall be replaced by the following:

“The benefit for temporary incapacity for work of the Insured may be paid for a maximum of 150 days of temporary incapacity for work for each policy year. In the case of temporary incapacity for work which commenced during the period of ERGO Hestia’s liability and ended after the end of the cover period or, in the case of continuation of insurance – in another policy year, ERGO Hestia shall pay the benefit due for the temporary incapacity for work for the period of incapacity, for a maximum of 150 days. Regardless of the entitlement to benefits for temporary incapacity for work continued in the subsequent policy year, the Insured shall also be entitled in such a policy year to the benefit for the temporary incapacity for work in line with the principles determined in these General Terms and Conditions of Insurance.”
- 35) § 53 section 7 item 8) of GTC shall be deleted in its entirety.
- 36) § 53 section 7 item 9) of GTC shall be deleted in its entirety.
- 37) The following section 8 is hereby added to § 53 of GTC:

“8. ERGO Hestia shall not be liable for temporary incapacity for work of the Insured if the physician indicated the following reason for the incapacity in the medical records:

 - 1) acquired immune deficiency syndrome (AIDS) or infection with HIV and derived illnesses, venereal disease,
 - 2) mental disturbances or diseases resulting from the addiction to psychoactive substances (including alcohol) or their use.”
- 38) The following sections 4–7 are hereby added to § 73 of GTC:
 - “4. A report on solvency and financial condition of ERGO Hestia is published on ERGO Hestia’s website: www.ergohestia.pl.
 5. Disputes arising from the insurance contract shall be heard in accordance with the Polish law and claims may be sought before courts competent with respect to their general competence, or courts competent for the place of residence or registered office of the Policyholder, the Insured or another beneficiary under the insurance contract. A legal action may also be brought either in accordance with the provisions on general jurisdiction or to the court competent for the place of residence of an heir to the Insured or an heir to the beneficiary under the insurance contract.
 6. Any and all disputes arising out of the insurance contract between the Policyholder, the Insured or any other beneficiary under the insurance contract being an individual and ERGO Hestia may be examined by way of out-of-court amicable proceedings before the Financial Ombudsman – Al. Jerozolimskie 87, 02-001 Warsaw, www.rf.gov.pl, the entity authorised for conducting out-of-court proceedings under the provisions of the Act of 5 August 2015 on Handling Complaints by Financial Market Entities and the Financial Ombudsman.
 7. In view of the fact that insurance contracts concluded by ERGO Hestia cannot be used to settle transactions subject to sanctions, bans and restrictions, either international or under Polish

law (hereinafter: “Sanctions”), including Sanctions adopted by the European Union, the United Nations and the United States of America, ERGO Hestia shall not be deemed to provide insurance cover and shall not be obliged to pay for any claim or to ensure or grant any benefit in connection with the insurance coverage – in so far as the granting of insurance coverage, payment or provision/granting of any other benefit in connection with the insurance coverage could result in breach of any of the above-mentioned Sanctions – provided that the application of such Sanctions does not conflict with the provisions of law applicable to ERGO Hestia.”

39) § 74 of GTC shall be replaced by the following:

- “1. The Policyholder, the insured, the beneficiary or the authorised person under the insurance contract as well as persons seeking insurance cover (Customer) may lodge complaints concerning the services provided by ERGO Hestia or an insurance agent.
2. The rules for lodging complaints concerning the services provided by ERGO Hestia or an ERGO Hestia exclusive agent, i.e. an agent acting solely for or on behalf of one insurer.
 - 1) Complaints may be lodged as follows:
 - a) through an online form available at: www.ergohestia.pl;
 - b) by calling: 801 107 107, 58 555 55 55;
 - c) in writing, to the address of Sopockie Towarzystwo Ubezpieczeń na Życie ERGO Hestia SA, ul. Hestii 1, 81-731 Sopot;
 - d) orally or in writing during a visit at a business unit of Sopockie Towarzystwo Ubezpieczeń na Życie ERGO Hestia SA.
 - 2) Complaints shall be processed by an organisational unit established for this purpose by the ERGO Hestia Management Board.
 - 3) A reply to a complaint shall be sent within 30 days from its receipt, in writing or via any other durable medium, or by e-mail if so requested by the complainant.
 - 4) In particularly complex cases which prevent investigating a complaint and replying within the time limit determined above, the reply will be sent within 60 days from the date of receipt. If it is necessary to extend the time limit for replying to a complaint, the Customer shall be notified of it within 30 days.
 - 5) In non-standard cases, the Customer may refer to ERGO Hestia’s Customer Spokesperson through the online form available at: www.ergohestia.pl.
 - 6) The Customer may apply for the case to be examined by the Financial Ombudsman www.rf.gov.pl.
3. The rules for lodging complaints concerning the services provided by a so-called multi-agent, i.e. an Agent who acts for or on behalf of ERGO Hestia and other insurers, to the extent not related to insurance coverage.
 - 1) Complaints not related to the insurance coverage provided shall be submitted directly to the Agent who provided the insurance distribution services. Complaints shall be handled directly by that Agent. Should ERGO Hestia receive the complaint, ERGO Hestia shall immediately forward the complaint to the Agent and simultaneously notify the Customer lodging the complaint of this fact.”

40) § 75 of GTC shall be deleted in its entirety.

41) In the Rules of assessing, determining and deciding on permanent disablement, Part A. Damage to the head, item 1 shall be replaced by the following:

1. Damage to cranial layers (without bone damage):

Percentage of permanent disablement

A. damage to cranial layers depending on the size, mobility and tenderness of scars

1. < 5 cm of scar diameter/length, without pain

1

2.	< 5 cm of scar diameter/length, accompanied by pain	2
3.	> 5 cm of scar diameter/length, without pain	3
4.	> 5 cm of scar diameter/length, accompanied by pain	4
B. scalping:		
1.	< 5 cm in diameter	5
2.	5–10 cm in diameter	8
3.	> 10 cm in diameter	15

42) In the Rules of assessing, determining and deciding on permanent disablement, Part B. Damage to the face, item 19 shall be replaced by the following:

19. Damage to the facial integuments (scars and defects):		
A. disfigurements without functional disorders		
1.	scar, predominance of skin pigmentation change (up to 3 cm in diameter)	2
2.	scar, predominance of skin pigmentation change (over 3 cm in diameter)	5
3.	pronounced, disfiguring scars up to 3 cm in length/diameter	8
4.	pronounced, disfiguring scars over 3 cm in length/diameter	10
B. disfigurement with slight functional disorders (individual damage types sum up, but the result must not exceed 30)		
1.	scars and defects	+10
2.	ingestion disorders	+8
3.	articulation disorders	+8
4.	sialorrhoea	+5
5.	disturbances of eyelid function	+5
6.	sensory disturbances	+5
7.	pain	+8
C. disfigurements combined with major functional disorders requiring the use of auxiliary devices to restore at least one function (individual disorder types sum up, but the result must not exceed 60)		
1.	scars and defects	+10
2.	ingestion disorders	+15
3.	respiratory and/or smell disorders	+15
4.	articulation disorders	+15
5.	sialorrhoea	+8
6.	disturbances of eyelid function	+8

- 43) In the Rules of assessing, determining and deciding on permanent disablement, Part B. Damage to the face, item 20 shall be replaced by the following:

20. Nose damage:	
A.	
1. minor nose damage without respiratory or smell disorders (discolourations and scars not changing the shape of the nose)	1
B. nose damage without respiratory or smell disorders (changing the shape of the nose)	
1. to a minor degree	2
2. to a major degree	3
3. persisting in spite of repair surgery	5
C. nose damage with respiratory disorders – depending on the extent of damage and degree of respiratory disorders	
1. nasal patency impairment of a slight degree	5
2. nasal patency impairment of a moderate degree	10
3. nasal patency impairment of a major degree with secondary sinusitis	20
D. damage to the nose with respiratory and smell disorders depending on the degree of the respiratory and smell disorders	
1. nasal patency impairment of a slight degree and smell disorders	10
2. nasal patency impairment of a moderate degree and smell disorders	15
3. nasal patency impairment of a major degree, secondary sinusitis and smell disorders	25
E.	
1. loss of smell secondary to damage to the anterior cranial fossa	5
F.	
1. loss of the nose in its entirety (including the nasal bones)	30

Note:

If damage to the nose is part of damage covered by item 19, the assessment is made according to item 19.

- 44) In the Rules of assessing, determining and deciding on permanent disablement, Part F. Chest damage and its consequences, item 56 shall be replaced by the following:

56. Loss of a nipple in women, “partial” or “complete”, depending on deformations and scars	
A.	
1. partial	2
2. total	7

- 45) In the Rules of assessing, determining and deciding on permanent disablement, Part F. Chest damage and its consequences, item 57 shall be replaced by the following:

57. Loss of a mammary gland, depending on the size of defects and scars	
A. partial	
1. not causing any significant cosmetic defect	4
2. causing significant cosmetic defect	8
B.	
1. total	12
C.	
1. not causing any significant cosmetic defect	4

- 46) In the Rules of assessing, determining and deciding on permanent disablement, Part G. Abdominal damage and its consequences, item 65 shall be replaced by the following:

65. Abdominal wall damage (post-traumatic hernias, fistulae, etc.) – depending on the location and size of abdominal wall damage	
A. scars	
1. < 5 cm in length/diameter	1
2. > 5 cm in length/diameter	3
B.	
1. muscular defects without hernia	5
C. post-traumatic hernias	
1. inguinal hernia	10
2. hernia of the anterior abdominal wall	20
3. umbilical hernia	20
4. femoral hernia	10
D.	
1. fistulae resulting from post-traumatic complications	30

2. The provisions of this Annex shall be in force and apply to group life insurance contracts Hestia Rodzina, concluded as of 10 December 2019.

Annex No 2 to the General Terms and Conditions of Group Life Insurance for Employees and Their Families Hestia Rodzina HR 01/15

1. Pursuant to this Annex, subject to the remaining provisions of the General Terms and Conditions of Group Life Insurance for Employees and Their Families Hestia Rodzina HR 01/15 (hereinafter referred to as "GTC"), the following amendments are hereby introduced:

- 1) In § 2 item 3) of GTC, the definition of "total, permanent incapacity for work" shall be replaced by the following:

- | | |
|---|--|
| 3) Total, permanent incapacity for work | <p>inability of the Insured to perform any paid employment or work in any occupation even after retraining, caused by deterioration of health, due to an accident or disease, which:</p> <ol style="list-style-type: none"> 1) commenced during the insurance coverage period and lasts for at least 12 months; and 2) in accordance with the opinion of the certified physician appointed by ERGO Hestia, will persist in the foreseeable future, and the Insured – based on current medical knowledge – shows no likelihood of recovering the ability to work. |
|---|--|

The following shall be taken into account when assessing the degree and permanence of the incapacity for work and the likelihood of recovering the ability to work:

- 1) the degree of detriment to the body's fitness and the possibility of restoring the necessary fitness through medical treatment and rehabilitation,
- 2) the course of treatment so far (until the date of the decision made by the certified physician appointed by ERGO Hestia),
- 3) evaluation of the possibility for the Insured to perform any paid employment or work in any occupation.

In evaluating the degree and permanence of incapacity for work and the likelihood of recovery of the ability to work, consideration is also given to the contents of the decision of the pension authority concerning recognition of the Insured as a person fully incapable of work or a person unable to lead independent existence, if such a decision is presented by the Insured.

The date of occurrence of incapacity for work shall be the date of the accident or the diagnosis of the disease which caused such incapacity.

- 2) In § 62 section 1 of GTC, the provisions of item 6) shall be deleted.

2. The provisions of this Annex shall be in force and apply to group life insurance contracts Hestia Rodzina, concluded as of 1 January 2021.

