

Supplementary accidental insurance

Terms and conditions

Valid as of 12.05.2008.a.

1 GENERAL PROVISIONS

1.1 These policy conditions of supplementary accident insurance are valid only with the general conditions of life insurance and the policy conditions of the relevant basic insurance.

1.2 In matters not regulated by these policy conditions the provisions of the general conditions of life insurance and policy conditions of the relevant basic insurance will apply.

2 INSURANCE COVER OF SUPPLEMENTARY INSURANCE

2.1 The cover of supplementary insurance means the obligation of the insurer to pay, after an insured event, the temporary disability benefit when the insured person becomes incapacitated for work, the disability benefit when the insured person becomes disabled, or the death benefit when the insured person dies.

2.2 Supplementary insurance cover commences on the date stated in the insurance policy but not before the date following the payment of the first supplementary insurance premium.

2.3 The insurance cover of supplementary insurance ends:

2.3.1. when the supplementary insurance is cancelled by the policyholder – on the date stated in the cancellation notice.

2.3.2. when the supplementary insurance is cancelled on the initiative of the insurer – on the day following the elapsing of the prior notification date.

3 INSURED EVENT

3.1 According to the agreement made in the insurance contract the insured event shall be the temporary disability and/or disability and/or death of the insured person as a consequence of an accident that happened during the effective term of the insurance cover.

3.2 An accident shall be an unforeseeable unexpected event that is not under the control of the insured person that results in a trauma of the insured person (except the cases listed in clause 13).

3.3 An accident shall also include unexpected damage to a limb or the spine of the insured person as a result of an exertion of the insured person:

3.3.1 the spraining or dislocation of joints;

3.3.2 the strain or rupture of muscles, tendons, ligaments or capsules.

3.4 Disability shall be persistent damage to the physical or mental health that is expressed in the partial or full loss of a part of the body and/or a sensory organ of the insured person and/or its function. Physical or mental damage to health persisting for at least 52 consecutive weeks shall be deemed to be persistent.

3.4.1 Disability must have occurred during one year after an accident, be medically proven and notified to the insurer at least within the three following months.

3.4.2 The degree of disability shall be determined by a doctor-expert of the insurer after one year of the day of occurrence of the insured event. If the damage is final, the doctor-expert may determine the degree of disability before one year has elapsed.

3.4.2 The degree of disability determined on the basis of these conditions is not connected with the extent of loss of capacity for work determined in respect of the insured.

3.5 Temporary incapacity for work shall be:

3.5.1 temporary complete inability of the insured person to work in the occupation specified in the insurance contract;

3.5.2 inability of a non-working insured person to perform daily activities without external help;

3.5.3 staying of an insured child in a hospital or at home for treatment.

4 EXTENSION OF THE SUPPLEMENTARY INSURANCE COVER

4.1 The effective term of the supplementary insurance cover shall be one year and it shall coincide with the insurance year of the basic insurance.

4.2 The insurance cover of the supplementary insurance shall extend automatically for the following insurance year on the same conditions, unless the insurer and the policyholder have notified each other in writing at least one month before the end of the effective term of the supplementary insurance cover of their wish to modify the conditions of the insurance contract or not to extend the supplementary insurance cover.

5 DAILY ALLOWANCE. AMOUNT OF DISABILITY BENEFIT. AMOUNT OF DEATH BENEFIT.

5.1 The daily allowance shall be the amount that is the maximum limit of daily disbursement in case of the temporary disability of the insured person.

5.2 The disability amount shall be the maximum disbursement limit in case of the permanent disability of the insured.

5.3 The death amount shall be the maximum disbursement limit in case of the death of the insured person.

6 TEMPORARY DISABILITY BENEFIT

6.1 The temporary disability benefit shall be calculated from the first day of the temporary disability of the insured person, provided that the incapacity for work has persisted for at least 14 calendar days.

6.2 The temporary disability benefit shall be calculated for no more than 120 calendar days during an insurance year.

6.3 Payment of the temporary disability benefit shall be terminated on the grounds provided for in these conditions or when the insured person resumes working.

6.4 The temporary disability benefit shall not be paid simultaneously for more than one insured event.

7 DISABILITY BENEFIT

7.1 The disability benefit shall be paid if the insured person becomes disabled as a consequence of an accident.

7.2 The disability benefit shall be calculated as a percentage of the disability amount depending on the degree of disability established for the insured person.

7.3 According to these conditions the following degrees of disability shall apply in case of the full loss of the following part of the body and/or sensory organ and/or its function:

7.3.1 loss of an arm from the shoulder joint 70%

7.3.2 loss of an arm from above the elbow joint 65%

7.3.3 loss of an arm from below the elbow joint 60%

7.3.4 loss of a hand up to the wrist 55%

7.3.5 loss of a thumb 20%

7.3.6 loss of a forefinger 10%

7.3.7 loss of a finger 5%

7.3.8 loss of a leg from the upper third part of the thigh 75%

- 7.3.9 loss of a leg from above the knee 70%
 7.3.10 loss of a leg from below the knee 55%
 7.3.11 loss of a leg from the lower third part of the shin 50%
 7.3.12 loss of a foot 45%
 7.3.13 loss of a big toe 5%
 7.3.14 loss of a toe 3%
 7.3.15 total irrecoverable loss of sight in one eye 50%
 7.3.16 total irrecoverable loss of hearing in one ear 30%
 7.3.17 total irrecoverable loss of smell 5%
 7.3.18 total irrecoverable loss of taste 5%
 7.3.19 total irrecoverable loss of speech 50%
 7.4 In case of a partial loss of a part of the body and/or sensory organ listed in clause 7.3 and/or its function the degree of disability shall be determined as the respective proportion of the percentage specified in the above-mentioned clause.
 7.5 If an accident damages a part of the body or a sensory organ not listed in clause 7.3, the degree of disability shall be established according to the decrease in the physical or mental capability of the insured person on the basis of the opinion of the doctor-expert from a purely medical position. In establishing the degree of disability, the profession, hobbies or way of life shall not be taken into account.
 7.6 In case of the loss of more than one part of the body and/or its function and/or sensory organ as a consequence of the same accident the degree of disability shall be calculated as a total of the percentages specified in clauses 7.3–7.5. The maximum degree of disability shall be 100%.
 7.7 If a part of body and/or sensory organ or its function already damaged is damaged as a consequence of an accident, the respective extent of the earlier damage shall be deducted from the amount of the benefit.
 7.8 The insurer shall not be obliged to disburse the disability benefit if the insured person dies as a consequence of an accident within one year from the date of the accident. If the disability benefit has already been disbursed, the insurer shall have the right to offset it at the disbursement of the death amount of the supplementary insurance cover.
 7.9 If the insured person acquires the right to the disability benefit for more than once during an insured year, the maximum amount of the disability benefits disbursed shall be the disability benefit.

8 DEATH BENEFIT

The insurer shall pay the death amount to the beneficiary if the insured person dies within one year from the date of an accident and the death of the insured person is directly caused by the accident.

9 SUPPLEMENTARY INSURANCE PREMIUMS

- 9.1 Insurance premiums of supplementary insurance shall be calculated on the basis of the rates established by the insurer, proceeding from information about the insured person (gender, age, etc.) and the amount of daily allowance, disability amount and death amount specified in the insurance policy.
 9.2 Insurance premiums of supplementary insurance shall be paid during the effective term of the supplementary insurance cover generally at the same time with the insurance premiums of the basic insurance cover in the form of monthly, quarterly, semi-annual or annual payments for no more than one insured year of the supplementary insurance cover at a time.
 9.3 After the end of an insured year the insurer shall be entitled to change the supplementary insurance premium. The insurer shall notify about the change in the insurance premium in writing at least one month before the beginning of the next insured year. The insurer and the policyholder shall deem a supplementary insurance premium as changed from the first day of the next insured year if the respective supplementary insurance premium has been received on the bank account of the insurer by that time.
 9.4 If the policyholder does not consent to a change in the supplementary insurance premium, the insurer shall have the right to cancel the supplementary insurance according to the procedure

provided for in the insurance contract or to modify the insurance cover according to the new rates.
 9.5 If the basic insurance becomes premium-free, the payment of supplementary insurance premiums shall continue according to the contract.

10 OBLIGATIONS OF THE INSURED PERSON IN CASE OF AN INSURED EVENT

- 10.1 In case of occurrence of an insured event (except death) the insured person shall have to consult a physician as soon as possible.
 10.2 The insured person shall be obliged to subject himself or herself to the treatment prescribed by the physician and fulfil the instructions of the physician.
 10.3 The insured or the beneficiary shall inform the insurer of the accident within one week from the moment of the accident.
 10.4 The insurer may be informed also through third persons.
 10.5 At the request of the insurer, the insured person shall be obliged to allow the confidential medical adviser of the insurer to examine the condition of his health.

11 DISBURSEMENT OF INSURANCE BENEFIT

- 11.1 The death benefit shall be disbursed to the beneficiary; the temporary disability benefit and the permanent disability benefit shall be paid to the insured person.
 11.2 If the insured person is younger than 16 years of age, the temporary disability benefit shall be paid to the policyholder.
 11.3 The insured person or the beneficiary shall present the following documents to the insurer:
 11.3.1 identity document;
 11.3.2 insurance policy;
 11.3.3 formal application concerning the accident on the form of the insurer;
 11.3.4 certificate issued by a licensed physician or medical institution on the diagnosis, duration and methods of treatment on the form of the insurer;
 11.3.5 document certifying diagnosis, duration of treatment, post-trauma functionality and prognosis on the form of the insurer where disability benefit is applied for;
 11.3.6 certificate of temporary incapacity for work, if the benefit is paid on the basis of temporary incapacity for work;
 11.3.7 death certificate or its notarised copy in case of the death of the insured person;
 11.3.8 document verifying the cause of death;
 11.3.9 Findings of the investigative bodies concerning the causes and circumstances of the accident, if requested by the insurer.
 11.4 If the insured is younger than 16 years of age, it shall be the obligation of the policyholder to present the documents listed in clause 11.3.
 11.5 The insurer shall not be obliged to disburse the insurance benefit if the insured person violates clause 10 of these conditions or obligations set out in clause 62 of the general conditions of life insurance.

12 CANCELLATION OF SUPPLEMENTARY INSURANCE

- 12.1 The policyholder shall be entitled to unilateral cancellation of supplementary insurance on the basis of his or her application.
 12.1 The insurer shall be entitled to cancel the supplementary insurance prematurely and unilaterally with a prior one-month notice if a change in the profession, field of activity, field of sport or hobby increases the insured risk.
 12.2 In case of premature cancellation of supplementary insurance the insurer shall repay to the policyholder the insurance premiums of supplementary insurance cover paid for future periods.

13 EXCLUSIONS

- 13.1 The insurer shall not pay the temporary disability benefit, disability benefit or death benefit in case of occurrence of the insured event, if:

13.1.1 the policyholder has knowingly presented incorrect or incomplete information about the condition of the health of the insured person or personal information at the conclusion or amendment of the insurance contract, if such information can increase the insured risk;

13.1.2 the insured person or the beneficiary has provided incorrect or incomplete information concerning the condition of the health of the insured, personal information or circumstances of the accident when applying for the benefit;

13.2 The insurance cover of the supplementary insurance shall not be effective and the insurer shall not be obliged to disburse the incapacity benefit, disability benefit or death benefit in case of an insured event, if the insured event has occurred:

13.2.1 during engagement in risky sports or hobbies or after taking up an occupation or area of activity without notifying the insurer in advance and getting consent for the continuation of the supplementary insurance cover;

13.2.2 as a consequence of alcoholic, narcotic, toxic or other substances consumed for the purpose of reaching a state of intoxication or under the circumstances caused by alcoholic, narcotic, toxic or other substances consumed for the purpose of reaching the state of intoxication;

13.2.3 as a result of an accident caused by the insured person while driving a vehicle in a state of intoxication or without the right to drive;

13.2.4 as a consequence of an accident caused by a driver whose state of intoxication or absence of the right to drive was known to the insured person;

13.2.5 as a consequence of the intentional unlawful act of the insured person;

13.2.6 as a consequence of the intentional unlawful act of the policyholder;

13.2.7 as a consequence of a nuclear catastrophe or conscious use of radioactive substances;

13.2.8 as a consequence of military actions, act of an external enemy, civil war, mutiny, revolution or participation in mass disturbances or as a consequence of recording such events;

13.2.9 as a result of an accident caused by a stroke, epileptic seizure or other spasmodic fit involving the whole body. The insurance cover remains in effect if a stroke, epileptic seizure or other spasmodic fit involving the whole body is the consequence of an accident which is covered by insurance according to these conditions;

13.2.10 as a result of a damage to health, caused by the therapy or surgeries of the insured person, except for the therapy or surgeries (including radiation diagnostics and radiation therapy) performed due to an accident covered by insurance according to these conditions;

13.2.11 as a consequence of infections, including those caused by agents that have entered the organism of the insured through micro-injuries of the skin or the mucous membrane, except rabies and tetanus. The insurance cover shall remain in effect if the infection has entered the organism of the insured due to an accident covered by insurance according to these conditions.

13.3 The insurance shall not cover:

13.3.1 pathological disorders caused by mental reactions regardless of their reasons;

13.3.2 occupational diseases;

13.3.3 intoxication caused by solid or liquid substances administered through the throat;

13.3.4 injuries within spine and haemorrhage of internal organs and brain, except if directly caused by an accident covered by insurance according to these conditions.

14 PROFIT SHARING

Supplementary accident insurance shall not participate in the distribution of technical profits.