1. **General provisions**

1.1 These terms and conditions of supplementary accident insurance (hereinafter: supplementary insurance) form an inseparable part of life insurance contract entered into by and between the insurer and policyholder and can be considered only together with the insurance application of life insurance contract, insurance policy, schedule of insurance premiums and terms and conditions. Concerning matters and terms unregulated under supplementary insurance the conditions of the concluded life insurance contract shall be implemented.

1.2 The insurance cover of the supplementary insurance shall be applied in addition to the insurance cover of the life insurance contract.

1.3 The following sums insured under supplementary insurance shall be agreed upon in the contract:
   - disability benefits and/or
   - death benefits.

2. **Insured person**

2.1 The person specified in the respective life insurance contract shall be the insured person of the supplementary insurance.

2.2 Insurance cover under supplementary insurance shall not apply to persons with serious or grave disability during the validity of the contract.

3. **Beneficiary**

The beneficiary shall be:
- in case of disability the insured person
- in case of the event of death: the beneficiary in case of death.

4. **Insured event**

4.1 As agreed in the contract, the insured event shall be the following condition that occurred to insured person resulting from an accident occurring during the term of the insurance cover:
- disability and/or
- death.

4.2 Pursuant to these terms, disability shall mean a permanent damage of the health of the insured person expressed in the total loss of a part of body and/or the function of a sense organ.

4.3 Pursuant to these terms, an accident shall mean an unexpected and unanticipated event caused by reasons beyond the power of the insured person that has occurred due to clear external impact.

5. **Exclusions**

5.1 Accidents that occurred to the insured person related to one of the following circumstances shall not be deemed as causing an insured event:
   - A self-inflicted deliberate injury of the insured person.
   - Driving a means of transport in a state of intoxication by the insured person or insured person riding in a means of transport driven by a person in a state of intoxication upon the knowledge of the insured person.
   - Unlawful deliberate action of the policyholder, insured person, beneficiary or any other entitled person.
   - Accidents caused by the mental disorders or loss of consciousness of the insured person, also accidents that are caused by the consumption of alcohol, toxic or narcotic substances by the insured person or the stroke, epileptic attack or any other attack resembling a cramp and seizing the whole body of the insured person. The insurance cover shall be valid in case the stroke, epileptic attack or any other attack of cramps results from such accident that is subject to insurance cover under these terms.
   - Accidents that occurred to the insured person:
     - using non-power driven aircraft, powered sailplanes, gliders, ultra-light aircraft and spaceships and while parachute jumping;
     - being a pilot of an aircraft or any member of the crew of an aircraft;
     - at the horse races, races and trainings or test drives of motor vehicles, while being the driver, co-driver or passenger;
     - while being engaged in martial sports (such sports as boxing, judo etc.);
     - being engaged in mountaineering;
     - being engaged in mountain skiing, snowboarding and other winter sports of higher risk level in the off-track areas of winter sports centres and competitive sport in these fields of sport;
     - offshore diving or diving deeper than 30 m
   - Accidents that are directly or indirectly caused by events of war or civil war; accidents caused by national mass disturbances in case the insured person himself/herself is the organiser of the mass disturbances, participant or recorder thereof.
   - Accidents which are directly or indirectly caused by nuclear energy, nuclear disaster or other weapon of mass destruction.
   - Physical harm caused by radiation.
   - Physical harm caused by the treatment of the insured person or surgical operations that he/she was subject to. Insurance cover shall apply if the need for treatment, surgical operation or diagnostics was caused by an accident subject to insurance cover under these terms.
   - The following conditions shall not be deemed an insured event:
     - Lesions of intervertebral discs (diski prolapsi);
     - Bleeding from internal organs or brain, except in case when this
was directly caused by an accident specified in clause 4.3. of the terms.

6. **Period of insurance**

6.1 Insurance period of supplementary insurance shall be a 12-month period that starts each calendar year from the date of enforcement of the respective life insurance contract.

6.2 Supplementary insurance shall extend automatically for the next insurance period, on the same terms, provided the parties have not notified each other of the termination of the supplementary insurance or of their wish to amend the terms of the contract before the expiry of the insurance period of the supplementary insurance.

6.3 The automatic extension of the supplementary insurance shall stay effective until the 65th birthday of the insured person when the insurance cover shall expire.

7. **Payment and amendment of insurance premium**

7.1 The policyholder shall pay insurance premiums for the supplementary insurance to the insurer (hereinafter supplementary insurance premium) simultaneously with the life insurance premium of the respective contract.

7.2 The insurer shall be entitled to change the supplementary insurance premium upon the expiry of the insurance period. The insurer shall notify the policyholder of the changes of the insurance premium at least 30 (thirty) days prior to the start of the new insurance period. The parties shall deem the supplementary insurance premium changed from the first day of the next insurance period and the supplementary insurance extended for the next insurance period unless the policyholder has not notified of his/her disagreement with the amendment of the supplementary insurance premium by the first day of the insurance period. In case the policyholder notifies that he/she disagrees with the amendment of the supplementary insurance premium, the supplementary insurance shall expire upon the expiry of the insurance period.

8. **Change in profession, activity, hobby or field of sport of insured person**

8.1 The insured person shall immediately notify the insurer of any changes in his/her profession, activity, hobby or field of sport.

8.2 In case of changes in the profession, area of activity of the insured person or hobby or field of sports with a higher risk level results in the change of insurance risk, the insurer is entitled to amend the supplementary insurance premium or to cancel supplementary insurance.

9. **Insurance cover, Insurance indemnities**

9.1 **Disability benefit**

9.1.1 Disability benefit is the sum of money, the obligation of payment of which arises for the insured person upon the arrival of the insured event.

9.1.2 While establishing disability benefit, the insurer shall not estimate the permanent physical harm earlier than after passing of one year from the accident and not later than a year and a half from the accident based on medical documents, or arranges a medical examination of the damage. The rate of disability benefit shall be established by the insurer.

9.1.3 Disability benefit shall be calculated as a percentage of the disability sum agreed in the contract pursuant to the following disability benefit rates upon total loss of the part of body and/or sense organ and/or the function thereof:

<table>
<thead>
<tr>
<th>Damage</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Total loss of both upper limbs or both lower limbs</td>
<td>100</td>
</tr>
<tr>
<td>2. Total loss of both soles of foot</td>
<td>90</td>
</tr>
<tr>
<td>3. Total loss of both metacarpus</td>
<td>90</td>
</tr>
<tr>
<td>4. Total loss of one upper limb</td>
<td>50</td>
</tr>
<tr>
<td>5. Total loss of one lower limb</td>
<td>50</td>
</tr>
<tr>
<td>6. Total loss of one shank</td>
<td>40</td>
</tr>
<tr>
<td>7. Total loss of forearm of one hand</td>
<td>40</td>
</tr>
<tr>
<td>8. Total loss of lower jawbone</td>
<td>100</td>
</tr>
<tr>
<td>9. Total and irreparable deafness of both ears</td>
<td>45</td>
</tr>
<tr>
<td>10. Total and irreparable loss of speech</td>
<td>100</td>
</tr>
<tr>
<td>11. Total and irreparable loss of eyesight of both eyes</td>
<td>100</td>
</tr>
<tr>
<td>12. Total and irreparable loss of eyesight of one eye</td>
<td>30</td>
</tr>
<tr>
<td>13. Total loss of thumb and index finger</td>
<td>25</td>
</tr>
<tr>
<td>14. Total loss of thumb and one finger (not index finger)</td>
<td>20</td>
</tr>
<tr>
<td>15. Total loss of four fingers (incl. thumb)</td>
<td>40</td>
</tr>
<tr>
<td>16. Total loss of four fingers (except thumb)</td>
<td>35</td>
</tr>
<tr>
<td>17. Loss of sole of foot at the height of ankle</td>
<td>35</td>
</tr>
<tr>
<td>18. Loss of sole of foot at the height of tarsus</td>
<td>30</td>
</tr>
<tr>
<td>19. Loss of sole of foot at the height of metatarsus</td>
<td>25</td>
</tr>
<tr>
<td>20. Reduction of lower limb after trauma at least by 5 cm</td>
<td>30</td>
</tr>
<tr>
<td>21. Reduction of lower limb after trauma by 3 to 5 cm</td>
<td>20</td>
</tr>
<tr>
<td>22. Total loss of all toes</td>
<td>25</td>
</tr>
<tr>
<td>23. Total loss of four toes (incl. hallux)</td>
<td>20</td>
</tr>
</tbody>
</table>

9.1.4 In case of the establishment of the disability benefit, the insurer shall proceed from the above rates and only from the diagnosis of the damage and the degree thereof. While establishing the disability benefit, the ability or inability of the insured to work at the attained specialty shall not be taken into account. In no case the resolution of the Assessment Committee of the national Pension Board shall be taken as the basis for the establishment of the disability benefit. No disability benefit shall be paid if the rate of damage is less than 20%.

9.1.5 In case of a loss of several parts of body and/or the function thereof and/or sense organ due to one accident, the disability benefit shall be calculated as a sum of respective benefits. While calculating damage of one part of body caused by one accident, only the most material damage shall be taken into account while establishing the benefit. Maximum disability benefit shall not exceed the disability sum agreed in the contract.

9.1.6 If due to the accident a part of body and/or sense organ and/or a function thereof that was damaged by illness or damaged before the validity of the insurance cover suffers, the earlier damage shall
9.1.7 Generally, final invalidity benefit is paid after passing of one year from the day of accident. The insurer shall not be obligated to pay the disability benefit if the insured person dies as a result of the same accident within one year from the day of accident.

9.2 **Death indemnity**

9.2.1 The insurer shall pay the beneficiary death indemnity in case the insured person dies within one year from the day of accident and the death of the insured person was directly caused by the accident.

9.2.2 Death indemnity shall be equal to the sum for death, from which the disability benefit paid earlier for the same accident shall be deducted.

9.2.3 In case of an insured event death indemnity shall be added to the sum insured paid pursuant to the terms of life insurance contract.

10. **Obligations upon arrival of insured event**

10.1 In case of a trauma conditioned by an accident, the insured person shall visit a doctor within 24 hours and immediately notify the insurer of the occurrence of the insured event.

10.2 The insurer may be also notified via third persons.

10.3 The insured person shall subject to the treatment prescribed by a doctor and observe the doctor’s instructions.

10.4 In case the accident was caused by a traffic accident or violence of a third person, the policyholder, insured person or the beneficiary shall immediately notify the Police of the accident.

10.5 Upon the request of the insurer the insured person shall allow the authorised doctor of the insurer to inspect his/her state of health.

11. **Disbursement of insurance indemnity**

11.1 For the disbursement of insurance indemnity, the beneficiary shall present the insurer an application and the following documents:

- passport or any other identification document
- insurance policy
- documents proving disability:
  - Statements from health history (incl. documents of radiological examination, if any) which confirm the occurrence of the insured event and which reveal the complete diagnosis
  - upon the request of the insurer, the resolution of the investigation bodies regarding the causes and circumstances of accident
  - upon the request of the insurer, other documents evidencing or describing the accident.

11.2 The insurer shall be entitled to request earlier data regarding treatment for the assessment of the severity of damages and establishment of circumstances.

11.3 The insurer shall not be obligated to disburse the insurance indemnity if the insured person violates clauses 10.1, 10.3, 10.4, 10.5 or clause 8 of these terms, in case resulting from this, the class of risk of the insured person increased or the change of profession or area of activity or hobby or field of sports with higher risk level of the insured person would have caused the cancellation of the supplementary insurance by the insurer.