

# City Rider Insurance Terms and Conditions 1/2021

Effective as of 14 September 2021

## PURPOSE

The purpose of the **city rider insurance** is to indemnify the damage caused to a third party by the insured person as a result of riding a city rider and the damage incurred by the insured person themselves due to bodily injury. City rider insurance consists of liability insurance and accident insurance.

## 1. DEFINITIONS

- 1.1. **Insurer** is Compensa Vienna Insurance Group, ADB Eesti filiaal, whose brand in Estonia is Seesam (hereinafter Seesam).
- 1.2. **Policyholder** is a person who has entered into an insurance contract with Seesam and who has the obligation to pay insurance premiums.
- 1.3. **Insurance broker** is Cachet Insurance Broker OÜ (hereinafter Cachet), which operates as an insurance broker in accordance with Estonian law and has been entered in the list of insurance intermediaries maintained by the Estonian Financial Supervision and Resolution Authority.
- 1.4. **Insurance contract** is an agreement entered into in writing or in a form reproducible in writing by and between Seesam and the policyholder (hereinafter jointly referred to as the parties), under which Seesam agrees, upon occurrence of an insured event, to indemnify the damage arisen as a result of such insured event or to perform the insurance contract in any other manner agreed (Seesam's performance obligation) and the policyholder agrees to pay insurance premiums to Seesam.
- 1.5. **Insured person** is the person with respect to whom the insured risk has been insured. The insured person is specified in the policy.
- 1.6. **Third party** is the person to whom the insured person caused damage. A third party is not the policyholder, insured person or Seesam.
- 1.7. **Insured event** is an event defined in the insurance contract, upon whose occurrence Seesam must perform its performance obligation arising from the insurance contract.
- 1.8. **Sum insured** is the amount of money specified in the policy, which is the maximum amount payable by Seesam.
- 1.9. **Limit of indemnity** is the amount per insured event, type of damage, insured person or insured risk specified in the policy and constituting the maximum indemnity. Limits of indemnity are included in and do not exceed the sum insured.
- 1.10. **Insurance period** is the period of time specified in the policy, during which the insurance cover applies and on the basis of which the insurance premiums are calculated.
- 1.11. **Insurance cover** is Seesam's obligation delimited in the insurance contract to pay insurance indemnity in the case of an insured event.
- 1.12. **Safety requirements** are the requirements provided in the insurance contract or established by the manufacturer of the property or by legislation for the purpose of preventing the occurrence of damage, reducing the insured risk and ensuring the safety of the property or the person.
- 1.13. **Deductible** is the amount of money or another value determined by the insurance contract, which is to be borne by the insured person themselves in the case of each insured event.
- 1.14. **Insurance indemnity** is the financial compensation payable under the insurance contract in order to indemnify the damage caused as a consequence of an insured event.
- 1.15. **Coverage territory** is the territory agreed on in the insurance contract, where the insurance cover is effective. The insurance cover is valid in respect of accidents that have taken place in the European Union.
- 1.16. **City rider** is a bicycle and a personal light electric vehicle. City rider is also another similar non-power driven vehicle (e.g. a skateboard, scooter).

## **2. INSURANCE CONTRACT DOCUMENTS AND INTERPRETATION**

- 2.1. Insurance contract documents are these insurance terms and conditions and a policy.
- 2.2. Upon the performance and interpretation of the insurance contract, all the documents belonging to the insurance contract are proceeded from in their entirety. In the event of any controversies, first the policy is proceeded from, followed by these insurance terms and conditions.
- 2.3. Disputes between the parties to the insurance contract arising from the insurance contract are governed by Estonian law.

## **3. ENTRY INTO INSURANCE CONTRACT AND INSURANCE PREMIUM**

- 3.1. The insurance contract has been entered into when the policyholder has paid the insurance premium to Cachet.
- 3.2. The policyholder must pay the insurance premium to Cachet in the web portal or mobile application of Cachet by the due date and in the amount specified on the invoice.

## **4. POLICYHOLDER'S EXPLANATION OBLIGATION**

- 4.1. If the policyholder enters into an insurance contract for the benefit of the insured person, the policyholder must introduce and explain the obligations arising from the insurance contract, primarily compliance with safety requirements, to the insured persons. It is presumed that the policyholder has introduced and explained the obligations arising from the insurance contract to the insured person.
- 4.2. Failure to perform the obligations provided in the insurance contract by the insured persons is deemed a breach of the insurance contract by the policyholder and it is presumed that this breach committed by the policyholder is based on fault. In the aforementioned event, Seesam has the right to refuse to perform the insurance contract in part or in full.

## **5. COMPLIANCE WITH SAFETY REQUIREMENTS**

- 5.1. The insured person is required to perform all the obligations and comply with all the safety requirements agreed on in the insurance contract as well as adhere to the legislation required for performing the insurance contract. The insured person is required to exercise reasonable due diligence and act prudently and with normal diligence in order to prevent the occurrence of an insured event.
- 5.2. The safety requirements are as follows:
  - 5.2.1. the insured person must ride in the place prescribed to this end by legislation,
  - 5.2.2. the insured person may not exceed the maximum speed allowed by legislation,
  - 5.2.3. if the insured person is under 16 years of age, they must wear a strapped helmet,
  - 5.2.4. the insured person may not carry objects that impede riding or pose a threat to other road users,
  - 5.2.5. the insured person may not carry a passenger who is not sitting on a seat designated for a passenger or where the vehicle is not designed to carry passengers (e.g. personal light electric vehicle are designed to carry one person),
  - 5.2.6. the insured person must comply with traffic rules.

## **6. PROVISION OF COURIER SERVICE**

The insurance cover does not comprise automatically indemnification of the damage incurred or caused by the person who provides courier service. If a corresponding notation has been made in the policy, the insurance cover also comprises indemnification of the damage incurred or caused by the person who provides courier service.

## LIABILITY INSURANCE

### 7. INSURED EVENT

- 7.1. An insured event is deemed occurred if all of the following terms and conditions exist:
  - 7.1.1. the insured person has caused bodily injury or property damage to a third party during the insurance period,
  - 7.1.2. damage arises from riding a city rider by the insured person,
  - 7.1.3. the insured person has an obligation to indemnify a third party for damage.
- 7.2. The rights and obligations arising from the insurance contract are determined according to the insurance period during which a third party incurred damage.
- 7.3. All damages arising from one and the same circumstance or event are deemed to constitute one insured event. The time of occurrence of an insured event is deemed the time the first damage is incurred.
- 7.4. Seesam indemnifies only the damage and expenses for which the insured person requests indemnification from Seesam during the insurance period or within one year of the end of the insurance period when the third party incurred the damage.
- 7.5. Seesam is released from the obligation to pay the insurance indemnity if the insured person indemnifies the third party for the damage or acknowledges the claim of the third party in a situation where the liability of the insured person or the extent thereof is not clear.

### 8. DAMAGE SUBJECT AND NOT SUBJECT TO INDEMNIFICATION

- 8.1. Seesam indemnifies the personal injury and property damage caused to a third party by the insured person.
  - 8.1.1. Bodily injury is damage arising due to damage to health, bodily injury or death.
  - 8.1.2. Property damage is damage arising due to impairment or destruction of a thing.
    - 8.1.2.1. Property damage is also deemed to be damage caused by the insured person to a rented city rider if the insured person rented the city rider from a legal person whose economic activities include city rider rental. If the city rider rental provider files a claim for a contractual penalty against the insured person due to damaging a city rider, Seesam indemnifies the claim to the extent that corresponds to the expenses incurred to repair or replace the city rider provided that the rental provider does not request, as indemnity for damage, any separate indemnification of the expenses incurred to repair or replace the city rider.
- 8.2. Seesam does not indemnify loss of profit (except for decrease in income due to personal injury), pure financial loss (except for funeral expenses) and non-proprietary damage caused to a third party by the insured person.
  - 8.2.1. Loss of profit is loss of the gain a person would have been likely to receive if the circumstances on which compensation for damage is based had not occurred.
  - 8.2.2. Pure financial loss is loss not directly related to personal injury or property damage.
  - 8.2.3. Non-proprietary damage is moral damage that involves primarily physical and emotional distress and suffering.
- 8.3. Seesam does not indemnify court and out-of-court costs for legal assistance and expert assessment necessary for combating the claims for indemnification of damage filed against the insured person.

### 9. EXCLUSIONS OF INSURED EVENT

Liability insurance does not indemnify damage or expenses:

- 9.1. which the insured person has caused intentionally;
- 9.2. if the insured person was under the influence of alcohol, drugs or psychotropic substances or exhibiting signs thereof at the time the accident occurred;
- 9.3. which are based on a circumstance or event of which the insured person was or had to be aware before entry into the insurance contract;
- 9.4. which were incurred by the insured person themselves;

- 9.5. which have been caused by a person other than the insured person;
- 9.6. which have arisen for a movable of a third party while it is or was possessed, used, stored, processed or maintained by the insured person, except for the damage set out in clause 8.1.2.1;
- 9.7. which have arisen from riding a city rider whose possession was illegal;
- 9.8. which have arisen while going in for extreme sports, participating in sports competitions, riding on a ramp, in a skate park and another similar place;
- 9.9. which arise from a contractual claim for indemnity if it extends the liability of the insured person compared to that provided in legislation;
- 9.10. which consist in a contractual penalty (except for the damage set out in clause 8.1.2.1), default interest, interest or warranty claim;
- 9.11. which arise from a tax or sanction in public law (including a pecuniary punishment, fine, non-compliance levy);
- 9.12. which are subject to indemnification on the basis of compulsory liability insurance (including motor third party liability insurance);
- 9.13. which are related to force majeure.

## PERSONAL ACCIDENT INSURANCE

### 10. INSURED EVENT

- 10.1. An insured event is temporarily bodily injury of the insured person resulting from an accident that has occurred during the insurance period.
- 10.2. An accident is deemed to be an unexpected and sudden bodily injury, which is independent of the intent of the insured person, has been caused by an external factor and arose while riding a city rider.
  - 10.2.1. An unexpected and sudden bodily injury is an injury whose occurrence could not have been foreseen upon entry into the insurance contract.
  - 10.2.2. A bodily injury independent of the intent of the insured person is an injury that has occurred without any such wish of the insured person. For example, a suicide attempt, intentional self-injury, etc., are not deemed to be a bodily injury independent of intent.
  - 10.2.3. A bodily injury caused by an external factor is understood to include all such injuries (e.g. a bone fracture, muscle and tendon tears or wounds), which originate in an extra-corporeal physical contact (e.g. falling, contusion).
  - 10.2.4. A bodily injury is a disorder of the anatomical integrity or organs and tissues or their physiological functions caused by an external factor.

### 11. TYPES OF INSURANCE INDEMNITY

- 11.1. The types of insurance indemnity are pain and suffering indemnity and indemnity for medical treatment expenses.

#### **Pain and suffering indemnity**

- 11.2. If an insured person suffers temporary damage to health as a result of an insured event and the treatment thereof lasts for at least six consecutive calendar days, Seesam will pay the pain and suffering indemnity. The duration of the treatment period must be confirmed by the attending physician. The requirement for the duration of the treatment period does not apply to bone fractures proven with an X-ray test.
- 11.3. Pain and suffering indemnity is a single indemnity calculated as a percentage of the sum insured. The amount of the pain and suffering indemnity is determined on the basis of the 'Table of Pain and Suffering Indemnity' set out in the annex to these insurance terms and conditions.
- 11.4. In the case of an injury, which is not included in the 'Table of Pain and Suffering Indemnity' set out in the annex, Seesam makes a decision on the indemnity by way of analogy, relying on the decision of a trusted physician and taking into account the degree of severity of the injury. If the trusted physician of Seesam cannot apply analogy, no pain and suffering indemnity is paid.

## Indemnity for medical treatment expenses

- 11.5. If the insured person needs any health services for recovering from an injury suffered as a result of an insured event that are not indemnified by the Estonian Health Insurance Fund, Seesam will pay the indemnity for medical treatment expenses to the extent provided in clause 11.8.
- 11.6. If the insured person does not have compulsory health insurance of the Republic of Estonia, the insurance indemnity will be calculated similarly to that of a person covered by compulsory health insurance.
- 11.7. Indemnity is paid for:
- 11.7.1. the essential medical examination and treatment expenses provided and/or prescribed by a physician, except for psychotherapy expenses;
  - 11.7.2. the medical treatment expenses of dental injuries caused by an accident;
  - 11.7.3. the expenses of physiotherapy and medical physical training (incl. massage) prescribed by a physician and necessary from the point of view of the treatment;
  - 11.7.4. the expenses previously agreed on with Seesam for purchase of technical aids of medical rehabilitation prescribed by the attending physician (e.g. an exercise ball, chest-expander);
  - 11.7.5. the expenses previously agreed on with Seesam for rental or purchase of medical technical aids (e.g. crutches, wheelchair, etc.) necessary and justified from the point of view of the treatment;
  - 11.7.6. the hospital inpatient fee if the need for medical treatment is due to an insured event.
- 11.8. No indemnity is paid for:
- 11.8.1. the damage caused to a tooth or prosthesis as a result of biting. Likewise, no indemnity is paid for other stomatological treatment expenses not related to injuries arisen as a result of riding a city rider;
  - 11.8.2. the cost of medicines;
  - 11.8.3. the damage that is subject to indemnification under the Motor Insurance Act or an Act of a foreign state on compulsory motor liability insurance or another Act.

## 12. EXCLUSIONS OF INSURED EVENT

- 12.1. In the case of accident insurance, no indemnity is paid for the damage and expenses:
- 12.1.1. which have not been caused by an insured event;
  - 12.1.2. which have been caused by the breaking of prostheses;
  - 12.1.3. which have been caused while going in for extreme sports, participating in sports competitions, riding on a ramp, in a skate park and another similar place;
  - 12.1.4. which have been caused by diseases, injuries arisen as a result thereof, medical treatment, application of medical measures, etc., except if the disease is directly caused by an insured event;
  - 12.1.5. which have been caused by bacterial infections (e.g. dental caries) and viruses (except tetanus, rabies);
  - 12.1.6. which have been caused by contraction of HI-virus, AIDS or hepatitis;
  - 12.1.7. which have been caused by pregnancy, miscarriage or childbirth;
  - 12.1.8. which have been caused by psychiatric disorders and related injuries.
- 12.2. Seesam has the right to reduce or refuse to pay the indemnity if:
- 12.2.1. the same part of the body has been recurrently injured. Seesam regards as a recurrent injury of the same part of the body any injury which has occurred in regard to the insured person within 24 months directly preceding the insured event;
  - 12.2.2. a chronically present bodily injury (e.g. damaged knee joints become painful after physical exercise, an elbow repeatedly becomes disjointed) has contributed to the occurrence of the insured event;
  - 12.2.3. an intentional act of the insured person or deliberate putting of their life and health at risk (e.g. riding a city rider under the influence, riding a city rider without holding a corresponding right to ride, etc.) has contributed to the occurrence of the insured event.

## GENERAL OBLIGATIONS AFTER OCCURRENCE OF ACCIDENT

- 12.3. Upon occurrence of an insured event, the insured person is required to do the following in addition to that set out in clause 13:
  - 12.3.1. see a physician within 24 hours;
  - 12.3.2. follow the precepts of the physician;
  - 12.3.3. allow their examination by a trusted physician of Seesam, if necessary.
- 12.4. Seesam has a statutory right to make enquiries to relevant institutions and persons to verify the facts related to medical treatment.

## GENERAL PRINCIPLES

### 13. OCCURRENCE OF INSURED EVENT

- 13.1. Upon occurrence of an insured event, the insured person must, depending on the nature of the insured event, immediately notify the police, the Rescue Board or ambulance thereof and enable identification of the circumstances relating to the insured event.
- 13.2. The insured person must immediately notify Cachet of the occurrence of the insured event. The notice must be sent via the insurance broker's web portal or mobile application.
- 13.3. The obligation of Seesam to perform the insurance contract becomes collectible upon the completion of the operations necessary for identification of the occurrence of the insured event and the extent of performance by Seesam.
- 13.4. The insured person must submit to Cachet a loss adjustment form no later than within three months of the occurrence of the insured event or learning thereof.
- 13.5. Upon occurrence of an insured event, the insured person must apply all possible measures for further limitation of damage, prevention of possible additional damage and identification of the circumstances of and reasons for the insured event, extent of damage, the person causing the damage and the witnesses.
- 13.6. The insured person must immediately provide Cachet or Seesam with true and complete information about the circumstances of the insured event, the extent of damage, persons who possibly caused the damage and for evaluating the grounds giving rise to the possible liability of the insured person.
- 13.7. The insured person must submit to Cachet or Seesam documents, oral and written explanations about the circumstances of the insured event, reply to the questions related to the insured event and participate, at the request of Cachet or Seesam, in the inspection of the scene or the damaged object.
- 13.8. Seesam is released from its performance obligation in part or in full if the insured person breaches the obligations specified in clauses 13.2, 13.4, 13.6 and 13.7 and the breach has an impact on the establishment of the circumstances of the insured event and Seesam's performance obligation.

### 14. LOSS ADJUSTMENT

- 14.1. Loss adjustment consists of a set of operations performed by Seesam after receiving a notice of the loss event for the purpose of identifying the occurrence of the insured event, Seesam's performance obligation and the extent thereof.
- 14.2. After receiving the loss notice, Seesam or a person appointed by the latter will conduct loss adjustment. Seesam conducts loss adjustment pursuant to the principle of good faith and reasonableness. Seesam's performance obligation becomes collectible when all the operations necessary for identification of the occurrence of an insured event, Seesam's performance obligation and the extent thereof have been completed in loss adjustment.
- 14.3. Seesam is required to complete loss adjustment no later than within one month after receiving all the data and documents required therefor. If civil, criminal or misdemeanour proceedings have been commenced in connection with an insured event, in the course of which circumstances are ascertained that are essential for the existence of Seesam's performance obligation or the extent thereof, Seesam must complete loss adjustment no later than within one month after learning of the decision to suspend or terminate the respective proceedings or learning of a court judgment that has entered into force or learning of a decision of another official or body having the respective right.

- 14.4. If Seesam has not completed loss adjustment within the prescribed term but the occurrence of the insured event has been proven, the insured person may demand that Seesam pay money to the extent that corresponds to the performance obligation identified by that time. If the completion of loss adjustment is impeded due to a circumstance arising from the insured person, the running of the term for the completion of loss adjustment will stop for that period.
- 14.5. If Seesam has incurred the performance obligation, Seesam has no obligation to pay the insurance indemnity before the insured person has notified Seesam of the name and bank account number of the recipient of the insurance indemnity.
- 14.6. In the event of a dispute between Seesam and the insured person over Seesam's performance obligation or the extent thereof, they may agree in writing on the appointment of an expert or a group of experts for carrying out an expert assessment and on the person covering the expenses of the expert assessment.

## **15. MANNER OF INDEMNIFICATION OF DAMAGE AND CALCULATION OF INSURANCE INDEMNITY**

- 15.1. Damage is indemnified in accordance with the rules and to the extent provided in the liability insurance and accident insurance section of these insurance terms and conditions.
- 15.2. If a matter related to indemnification of damage has not been regulated in the liability insurance or accident insurance section, general principles of indemnification of damage provided in the general principles section apply to matters not regulated.
- 15.3. Seesam always pays insurance indemnity to the person entitled to receive the same in money.
- 15.4. The sum insured and the limit of indemnity decrease equally by the insurance indemnity paid out during the insurance period.
- 15.5. Upon payment of the insurance indemnity, Seesam has the right to withhold the deductible specified in the policy from the amount of loss and expenses to be indemnified. Upon calculation of the insurance indemnity, deductible is finally applied after other possible reductions of the insurance indemnity.

## **16. REDUCTION OF AND REFUSAL TO PAY INSURANCE INDEMNITY**

- 16.1. Seesam has the right to reduce or refuse to pay the insurance indemnity if:
  - 16.1.1. the insured person has breached the obligation to comply with the safety requirements and not to increase the insured risk and this breach has affected the occurrence of the insured event and Seesam's performance obligation;
  - 16.1.2. the insured person has, through their fault, breached an obligation other than that specified in the previous clause and this breach has affected the occurrence of the damage and the extent thereof;
  - 16.1.3. there is another basis prescribed in the liability insurance or accident insurance section for reducing or refusing to pay the insurance indemnity.
- 16.2. Seesam has the right to refuse to pay the insurance indemnity if the payee is subject to an international sanction imposed in accordance with UN resolutions or legislation of the European Union or the Republic of Estonia or the United States of America (including sanctions imposed by the Office of Foreign Assets Control (OFAC)).
- 16.3. Seesam considers the severity of the breach and the impact thereof on the occurrence of damage when refusing to pay or reducing the insurance indemnity.
- 16.4. If Seesam becomes aware of a breach of the insurance contract after the payment of insurance indemnity, Seesam has the right to reclaim the paid insurance indemnity in part or in full if Seesam would have refused to pay or would have reduced the insurance indemnity, had it known about the breach of the insurance contract.

## **17. TERMINATION OF INSURANCE CONTRACT**

- 17.1. The insurance contract ends upon expiry of the insurance period, cancellation of the insurance contract, withdrawal from the insurance contract and on other grounds prescribed by law.
- 17.2. A party to the insurance contract cancels the insurance contract and withdraws therefrom by submitting a declaration to the other party.

- 17.3. After the occurrence of an insured event, each party may cancel the insurance contract within one month after learning about the decision made by Seesam on indemnification of damage, notifying the other party thereof one month in advance.
- 17.4. Seesam has the right to withdraw from or cancel the insurance contract only with respect to some insured persons.
- 17.5. If Seesam withdraws from or cancels the insurance contract only with respect to some insured persons, Seesam may do so with respect to the remaining persons only if, under the circumstances, it can be presumed that Seesam would not have entered into the insurance contract under the same terms and conditions solely for such persons. If Seesam withdraws from or cancels the insurance contract only with respect to certain persons, the policyholder may cancel the insurance contract in its entirety no later than by the end of the insurance period during which Seesam's withdrawal or cancellation takes effect.
- 17.6. Seesam has the right to cancel the insurance contract without prior notice if the policyholder, insured person or beneficiary is subject to an international sanction imposed in accordance with UN resolutions or legislation of the European Union or the Republic of Estonia or the United States of America (including sanctions imposed by the Office of Foreign Assets Control (OFAC)).
- 17.7. Seesam has the right to declare the insurance contract null and void due to an act of fraud.

## **18. CONSEQUENCES OF PREMATURE TERMINATION OF INSURANCE CONTRACT**

- 18.1. Cancellation of or withdrawal from the insurance contract releases both parties from the performance of their contractual obligations as from the end of the insurance contract. The rights and obligations arising from the insurance contract remain in effect until the end of the insurance contract.
- 18.2. Upon the end of the insurance contract due to cancellation of or withdrawal from the insurance contract, Seesam has the right to receive insurance premiums until the end of the insurance contract.

## **19. RESOLUTION OF DISPUTES**

- 19.1. The person who has a dispute with Seesam arising from the insurance contract or preparations for entering the relationship bringing about the insurance contract has the right to address the Harju County Court or an insurance conciliation body operating under the Estonian Insurance Association to resolve the dispute. A claim regarding the dispute must be filed with Seesam and Seesam must be given the opportunity to respond to the claim before addressing the insurance conciliation body. Additional information can be found on the website of the Estonian Insurance Association at [www.eksl.ee](http://www.eksl.ee).
- 19.2. The policyholder has the right to file a complaint regarding the activities of Seesam with the Estonian Financial Supervision and Resolution Authority (Sakala 4, 15030 Tallinn).



## ANNEX

### TABLE OF PAIN AND SUFFERING INDEMNITY

Injury	Percentage of indemnity
<b>I Minor health damage and bodily injuries</b>	
1. Contusion with the treatment period of up to 2 weeks	1
2. Cut, contusion, crush or impact wound of up to 3 cm	
3. Sprain or distension of a small joint	
4. Dislocation of a small joint	
5. Other injuries with the same degree of severity	
<b>II Minor health damage and bodily injuries with medium degree of severity</b>	
1. Injury of a joint capsule	4
2. Sprain or distension of a large joint	
3. Single bone fracture that heals without complications and does not require orthopaedic surgical treatment	
4. Brain injury with a short-term memory loss, which heals without sequelae	
5. Disruption of tympanic membrane	
6. Eye injury without permanent vision damage	
7. Loss of 1–5 teeth	
8. Contusion with the treatment period of more than 2 weeks	
9. Nasal bone fracture	
10. Cut, contusion, crush or impact wound of more than 3 cm in length	
11. 2nd or 3rd degree burn injury of up to 4% of the body surface	
12. Other injuries with the same degree of severity	
<b>III More severe health damage and bodily injuries with medium degree of severity</b>	
1. Fracture of the long tubular bone that may require orthopaedic surgical treatment but heals without complications	10
2. Dislocation of a large joint with a ligament injury that results in a permanent function disorder	
3. Fracture or fractures of the bones of the facial cranium (except for the nasal bone fracture)	
4. Partial or total loss of one finger	
5. Multiple rib fractures resulting in haemothorax but not accompanied by a lung injury or a long-term respiratory failure	
6. Injury of the organs of abdominal cavity requiring surgical treatment, which heals without complications	
7. Brain injury that can result in sequelae of mild permanent damage	
8. Injury of the cervical region causing an illness and incapacity for work lasting for several months	
9. Eye injury causing the decrease of visual acuity to 0.1 in one eye, while the visual acuity in the other eye has preserved	
10. Loss of more than five teeth	
11. 2nd or 3rd degree burn injury of up to 10% of the body surface	
12. Other injuries with the same degree of severity	

<b>IV Severe bodily injuries and health damage</b>	
1. Bone fracture with delayed healing	25
2. Bone fracture accompanied by an injury of nerves or blood vessels	
3. Dislocation fracture of a joint	
4. Bone fracture complicated with purulent inflammation	
5. Joint rigidity and joint destruction resulting from a bone fracture	
6. Severe fracture of the vertebral column or the cervical, thoracic or lumbar vertebra, which is not accompanied by nerve damage	
7. Multiple rib fractures accompanied by haemo-pneumothorax or a crushing injury of the lungs	
8. Complications of injuries of organs of the thoracic or abdominal cavity requiring surgical treatment (ileus, ureter obstruction caused by the injury)	
9. Rupture of the diaphragm	
10. Severe multiple fractures of the bones of the facial cranium	
11. Multiple extremity fractures or polytraumas also involving other organ systems	
12. Loss of one eye or vision in one eye	
13. Eye injury causing the decrease of visual acuity with the residual value in one eye to 0.2 and in the other eye to 0.3	
14. Partial or total loss of several fingers or toes	
15. 2nd or 3rd degree burn injury of more than 10% of the body surface	
16. Loss of all teeth	
17. Other injuries with the same degree of severity	
<b>V Very severe health damage and bodily injuries</b>	
1. Loss of an extremity	40
2. Joint injuries requiring joint replacement with a prosthesis	
3. Bone fractures accompanied by extensive injuries of nerves and blood vessels	
4. Permanent sensory and functional impairment caused by an injury of the nerve plexuses of the shoulder and lumbar region	
5. Multiple trauma of the chest (lung rupture caused by the rupture of diaphragm, intrapericardial haemorrhaging and crush injury of the heart)	
6. Open injury of the chest	
7. Posttraumatic stricture of the trachea	
8. Fracture of the vertebral column or the cervical, thoracic and lumbar vertebra accompanied by partial damage of the spinal cord or nerve plexus originating from it	
9. Brain injuries of medium severity and severe brain injuries	
10. Severe multiple traumas of the brain, trunk of the body, extremities and combinations of these injuries requiring several surgical operations causing pain and suffering	
11. Permanent fistula of the intestine or ureter	
12. Infertility and loss of capability for sexual intercourse after the injury of sexual organs	
13. Eye injuries causing the decrease of visual acuity of both eyes to up to 0.2	
14. Complete deafness	
15. Disfiguring or striking deformations and disabilities of the face, e.g. loss of the ear, loss or deformations of the nose or part of the nose, arisen from an injury	
16. Other injuries with the same degree of severity	

<b>VI Extremely severe health damage and bodily injuries</b>	
1. Extremely severe brain injury causing traumatic insanity or another permanent severe disability	<b>60</b>
2. Loss of extremities	
3. Brain injuries that cause permanent paralysis of extremities	
4. Loss of sight	
5. Other injuries with the same degree of severity	
<b>VII Death</b>	<b>50</b>
<b>VIII CALCULATION OF PERCENTAGE OF PAIN AND SUFFERING INDEMNITY</b>	
If, as a result of an insured event, several parts of one body part have been damaged at the same time, the insurance indemnity is determined on the basis of the percentage of the pain and suffering indemnity for the most severe injury.	
If, as a result of an insured event, the function of more than one body part or sense has been damaged at the same time, a combined indemnity is calculated that does not exceed the sum insured of the pain and suffering indemnity specified in the policy.	