CROATIA OSIGURANJE
utemeljeno 1884.

GENERAL CONDITIONS
FOR PERSONAL ACCIDENT INSURANCE

INTRODUCTORY PROVISIONS
Article 1

(1) These General Conditions for personal accident insurance (hereinafter referred to as General Conditions) are a constituent part of the contract on personal accident insurance that the policyholder concluded with CROATIA OSIGURANJE Ltd. (hereinafter referred to as the Insurer).
(2) These General Conditions do not apply to the contracts on personal accident insurance concluded under Special Conditions.
(3) These General Conditions regulate the relationship between the policyholder, the insured and the insurer in accordance with the stipulated forms of insurance in the event of:
- the death caused by an accident,
- permanent disability,
- temporary inability to work (daily benefit),
- health impairment which requires medical treatment (medical expenses),
- salvage expenses,
- daily hospital allowance.
(4) Other forms of insurance are regulated by special and additional conditions.
(5) The following expressions in these General Conditions mean:
- policyholder is a person who concludes an insurance contract with the insurer,
- offering party is a person who, with the intention of concluding an insurance contract, makes a written or verbal offer to the insurer,
- insured is a person on whose death, disability or health impairment the payment of sum insured, i.e. benefit depends,
- permanent disability is a total or partial loss of organs, permanent total or partial loss of functions of organs or their particular parts after medical treatment has been finished,
- beneficiary is a person to whom the sum insured, i.e. the benefit is paid,
- sum insured is the highest amount up to which the insurer is under the obligation of effecting payment,
- premium is the amount which the policyholder is obliged to pay to the insurer in accordance with the insurance contract,
- policy is a document on the concluded insurance contract,
- cover note is a provisional evidence of the concluded insurance contract containing its essential elements.
(6) In case there is a difference between a provision of these General conditions and the provisions of the policy, the provisions of the policy will apply, and in the case of discrepancy between any printed provisions of the policy and any provisions thereof made in handwriting, the latter will apply.

CONCLUSION OF THE INSURANCE CONTRACT
Article 2

(1) The contract on personal accident insurance is concluded on the basis of a written or verbal offer.
(2) The insurer may ask for a preliminary written offer from the offering party on a separate form. If the policyholder and the insured are not one and the same person the insurer may request that the person who will be insured on the basis of that offer also signs the offer.

(3) If the insurer does not accept the written offer he is obliged to inform the offering party thereof in writing within 8 days upon the receipt of such an offer.

(4) If the insurer has not refused the offer that complies with the insurance conditions usually applied, it is considered that the insurance is concluded at 24.00 hours on the day on which the offer was delivered to the post office.
(5) If the insurer states that he accepts the offer only under the special conditions, is considered that insurance is concluded on the day when the policyholder agreed to the changed conditions.
(6) It is considered that the offering party has withdrawn from the contract, if he does not consent to the changed conditions within 8 days on receipt of a registered letter from the insurer.
(7) Insurance contract is concluded when policyholder and insurer sign the policy or the cover note.

FORM OF INSURANCE CONTRACT
Article 3

(1) The insurance contract and all annexes to the contract are valid only if they are concluded in written form.

(2) All requests or statements are considered to be made in time, if they have been made within the time limits stated in the provisions of these General conditions. The date of the receipt is considered to be the date on the post stamp.

ELIGIBILITY FOR INSURANCE
Article 4

(1) As a rule, all persons within the range of 14 (fourteen) to 75 (seventy-five) years of age can be insured. Persons under the age of 14 and above 75 can only be insured under special or additional insurance conditions.
(2) Persons whose general ability to work has been reduced due to a certain grave disease, physical defect or imperfection can be insured upon payment of an increased premium.
(3) Mentally ill or persons fully unable to work are excluded from insurance in any case, unless the law states otherwise.

DEFINITION OF ACCIDENT
Article 5

(1) In terms of these General conditions accident is considered to be any sudden and of the insured's will independent event which, by affecting the body of the insured mainly from outside and abruptly, results in death of the insured, his complete or partial disability, temporary inability to work or health impairment which requires medical treatment.
(2) In terms of the previous article accident is considered to be particularly one of the following events: being run over by a vehicle, collision, impact by or against an object, electricity or thunder stroke, fall, slipping, falling down from a height, wounding caused by weapons or other objects or explosive substances, piercing by an object, impact or bite of an animal and stinging of an insect except if it causes some infectious disease.
(3) The following is also considered to be an accident:

1. food or chemical substances poisoning due to ignorance of the insured except in case of occupational illnesses;
2. injury infected as a result of an accident;
3. poisoning by breathing in gases or toxic fumes except in case of occupational illnesses;
4. burns caused by fire or electricity, hot object, liquid or steam, acid, base, etc.;
5. strangling and drowning;
6. choking or suffocation due to being covered up (by sand, etc.);

7. muscle straining, dislocation/luxation, bone fracture which occurs as a result of abrupt movements of the body or sudden exertions caused by unpredictable outside events, if it has been diagnosed at the hospital or other medical institution;
8. effects of light, sun rays, temperature or bad weather, if the insured has been exposed to them directly due to an accident occurring prior to his exposure, or has found himself in such unpredictable circumstances which he has not been able to prevent or has been exposed to them while saving other person's life;
9. consequences of x-rays or radio rays, if it occurs unexpectedly or suddenly, except in the case of occupational illnesses.

(4) In terms of these General Conditions accidents are not:
1. infectious, occupational or other disease as well as illnesses caused by psychological conditions;
2. abdominal hernia, navel hernia, hydrocoele or other hernia, except those caused by direct damage to abdomen through direct action of an external mechanical force against the abdomen, if after infliction of the injury traumatic hernia has been diagnosed clinically alongside with the injury of soft parts of the abdomen in this area;
3. infections and diseases caused by different allergies, cuts or tearing of calluses or other hardened parts of the skin;
4. anaphylactic shock, except if it occurs during the medical treatment due to the injury;
5. hernia disci intervertebralis, all kinds of lumbar impairments, herniated disc, sacralgia, myofascitis, coccygodinia, fibrositis, sciatica, all pathological changes in the anatomy of loins and lower back region designated by analogous terms;
6. retinal detachment (ablatio retinae) in an eye previously impaired or having degenerative changes. However, ablation of the retina in a previously healthy eye is exceptionally recognized as a consequence of an accident, if there are signs of a direct external injury to the eyeball that has been diagnosed in a health institution;
7. consequences of delirium tremens and drug effects;
8. consequences of medical treatments, especially of surgical interventions undertaken in order to treat or prevent an illness, except if such consequences have been caused by malpractice on the part of the medical staff (vitium artis);
9. pathological changes on bones and pathological epiphyseolysis;
10. neuromuscular systematic diseases and endocrinal diseases.

INCEPTION AND DURATION OF INSURANCE
Article 6

(1) Insurance begins at 24:00 hours on the day stated in the policy as the inception date, if not stipulated otherwise and terminates at 24:00 hours on the day stated in the policy as the expiry date.
(2) If only the inception date is stated in the policy the insurance is being extended from year to year until one of the contractual parties cancels it.
(3) Regardless of whether and for how long the duration of the insurance has been stipulated for each individual insured it will nevertheless terminate at 24:00 hours on the day when:
1. death of the insured occurs, or 100% disability is diagnosed;
2. the insured becomes mentally ill or fully incapable of working according to article 4, paragraph (3) of these General Conditions;
3. upon expiry of the insurance year in which the insured turns 75 years of age;
4. upon expiry of time limit stated in article 10, paragraph (3) of these General Conditions and failure to pay the premium within that time limit;
5. insurance contract is cancelled according to article 18 of these General conditions.

(4) The insurer's liability begins at 24:00 hours of the day stated in the policy as the inception date, but not before 24:00 hours of the day when the first premium is paid, except if it is stipulated otherwise in the policy or in the additional conditions.
If it is stipulated in the policy that the payment of the premium is to be made by transfer order, the liability of the insurer begins at 24:00 hours of the day stated as the inception date.

(5) The liability of the insurer ceases at 24:00 hours on the day on which the time limit stated in the policy expires.

SCOPE OF INSURER'S LIABILITY
Article 7

(1) When an accident in terms of these General conditions occurs, the insurer pays the amounts stipulated in the insurance contract such as:

1. The sum insured in case of death, if the death occurred due to the accident or the sum insured in case of disability, if the insured is fully disabled (100%) due to the accident;
2. A percentage of the sum insured in case of disability that corresponds to the percentage of partial disability, if partial disability occurred because of the accident;
3. If the total percentage of disability is over 50%, then for every portion of the percentage over 50% a double amount of the compensation is paid;
4. Daily benefit according to the article 14 paragraph (7) of these General Conditions, if the insured was temporary unable to work or perform his regular job.
5. Daily hospital allowance according to article 14 paragraph (8) of these General Conditions;
6. Medical expenses according to article 14 paragraphs (9) and (10) of these General Conditions, if the insured required medical help and incurred expenses as a result;
7. Other benefits as stipulated in special or additional conditions.

(2) The liability of the insurer from the previous paragraph exists, if the accident occurred while the insured was performing the activity stated in the policy (for example at work and out of it, or while acting as a sportsman, hunter, driver or passenger in a motor vehicle, tourist, fireman, mine dismantler, stuntman, etc.).

(3)When the insured sustains injury in our state the insurer pays the expenses of saving the insured's life by helicopter or airplane, but only up to 50% of the sum insured in case of death caused by the accident.

LIMITATION OF INSURER'S LIABILITY
Article 8

(1) If it is not specially stipulated and the corresponding increased premium is not paid, the stipulated sums insured are reduced in proportion between the premium that should have been paid and the actually paid premium, if the accident occurs:

1. while operating an airplane and flying aircrafts of any kind, as well as while performing sport parachuting, except when the insured is a passenger in means of public transportation;
2. during sport recreation, training and participation of the insured in public sport competition as a registered member of a sport association (amateurs and professionals)
3. due to war and war operations of any kind outside the borders of our state, except if the accident occurs within 14 days from the start of such events in the country in which the insured stays, and if such events surprised him there, provided that the insured did not take part in these events and actions;
4. to persons who represent an abnormal risk as a result of being chronically ill or having suffered from some severe illness at the moment of the conclusion of the contract or having congenital or acquired defects.

(2) The persons having defects or illnesses because of which their general working capacity is reduced as defined in the Special Conditions for Insurance of Abnormal Risks, which are a constituent part of these General conditions, are considered to represent an abnormal risk.

EXCLUSION OF INSURER'S LIABILITY
Article 9

(1) The insurer's liabilities are excluded entirely, if an accident occurs due to:

1. earthquake;
2. war declared in our state;
3. war, hostilities or warlike actions, civil war, revolution, riot, uprising or civil commotions caused by such events, sabotage or terrorist act committed for political reasons, violence or other similar incidents in which the insured participated
4. operating aircrafts of any kind, vessels, motor and other vehicles without the required official document authorising the driver to operate and drive the particular type of aircraft, vessel, motor or other vehicle;

In accordance with these General conditions it is considered that the insured possesses the required official document when in order to prepare for and pass the test for obtaining the official document the insured takes driving lessons under direct supervision of an officially authorized professional instructor.

5. an attempted or committed suicide of the insured;
6. an intentional action aimed at causing an accident on the part of the policyholder, the insured or the beneficiary;
7. preparing for, attempting or committing a premeditated criminal act, as well as during the escape after such an act
8. the effects of alcohol, drugs or medicines on the insured, regardless of any third party responsibility for the accident. It is considered that the accident is caused due to the effects of alcohol, if the level of alcohol found in the blood or body after the injury exceeds 0.8 g/kg for the driver, and 1.0 g/kg for other participants of the accident, so in such cases the liability of the insurer does not exist only if such an alcoholised state has been the cause of the accident.

(2) The insurance contract is void, if at the moment of its conclusion an insured event has already occurred or has been occurring, or if it has been certain that it is going to occur, whereas the premium paid up until that moment, decreased for the insurer's expenses, is to be returned to the policyholder.

PREMIUM PAYMENT AND CONSEQUENCES OF NON-PAYMENT
Article 10

(1) If it is not stipulated otherwise, the policyholder is obliged to pay the full amount of the premium as a lump sum for each year of insurance. If it is stipulated that the annual premium is paid in half-yearly, quarterly or monthly instalments the insurer is entitled to the premium for the whole insurance year. The insurer has the right to collect any unpaid instalments of the current insurance year on the occasion of any compensation payment made on the basis of this insurance.

(2) The premium is paid in cash to the insurer, i.e. his representative through the post office or bank. If the premium is paid through the post office it is considered to be paid at 24:00 hours of the day on which it has been paid at the post office, and if the payment is made through the bank it is considered to be paid at 24:00 hours of the day on which the order has been given to the bank. For every day exceeding the time limit of payment the insurer can charge interest in arrear in accordance with the regulations in force.

(3) If the due premium is not paid within the stipulated time limit, either by the policyholder or by any other person interested in the matter, the insurance contract ceases to be valid on the thirtieth day after the registered letter containing a report on due premium has been delivered to the policyholder. This limit cannot expire before the expiry of 30 days after the premium has become due.

At any rate the insurance contract ceases to be valid, if the premium is not paid within a year from becoming due.

(4) The premium stipulated for the current insurance year belongs to the insurer, if the insurance has ceased prior to the stipulated expiry date because of the payment of the sum insured in case of death or disability.
(5) In other cases of insurance contract termination prior to the stipulated time limit, the insurer is entitled only to the premium due until the end of the day until which the insurance has been valid.

CHANGING OF PROFESSION DURING THE DURATION OF INSURANCE COVER
Article 11

(1) The policyholder, i.e. the insured is obliged to notify the insurer about the change of his profession.
(2) If the change of profession influences the change of the risk level, the insurer will in case of increased risk propose an increased premium, and in case of decreased risk decreased premium or an increase in the sum insured. So determined, sums insured and premiums become valid from the day of the change of profession.

(3) If the policyholder does not report the change of profession, or does not accept the increase or decrease in the premium within 14 days from the date when he received the proposal, and the insured event occurs in the meantime, the sums insured will be decreased or increased in proportion between the premium paid and the one which should have been paid.

ACCIDENT REPORTING
Article 12

(1) The insured that has suffered an injury as a result of an accident is obliged to:
1. see the doctor immediately or call the doctor for examination and necessary medical help and immediately undertake all the necessary measures to ensure the treatment as well as observe medical advice concerning the way of treatment;
2. inform the insurer in writing about the accident within a time limit in which his state of health allows him to do so;
3. provide the insurer with all the necessary data about the accident in the respective report, particularly about the place and time when the accident occurred, a detailed description of how it occurred, the name of the doctor who examined him and sent him for treatment or is treating him at the moment, doctor's report on the type and gravity of injury, and its possible consequences, as well as the data about defects, impairments and illnesses (article 8 paragraph (1) item 4 of these General conditions) from which the insured may have suffered before the accident.
(2) If the accident has the death of the insured as a consequence, the beneficiary of the insurance is obliged to inform the insurer about it in writing and provide the necessary medical and other documentation.
(3) The costs of medical examination and reports (initial and final medical report, repeated medical examination and specialist's report) other costs related to proving the circumstances under which the accident has occurred and rights to which he is entitled under the insurance contract are to be borne by the claimant.
(4) The insurer is authorized and has the right to request subsequent explanations and proofs from the insured, the policyholder, beneficiary, medical institution or any other legal or physical person, as well as to undertake actions such as medical examination by their doctor or board of doctors at his own expense in order to determine important circumstances concerning the reported accident.
(5) If the insured does not act according to the provisions stated in item 1 of this article, and if by acting in such a way he brings disability upon himself or contributes to the increase in the percentage of disability that would not have occurred otherwise, he is entitled only to a proportionally reduced benefit.
(6) If the policyholder, the insured or the beneficiary does not report the injury enclosing the corresponding documentation in accordance with the provisions of these General conditions, but immediately initiates a legal proceeding against the insurer, such a legal action does not have the significance of a report and is considered to be premature. All costs of such a legal proceeding (court

fees, costs of expert opinion, attorney's and witness's fees and other costs) regardless of the outcome of the proceeding are to be borne by the plaintiff.
In such proceedings the plaintiff has no right to the compensation of interest on the awarded amount.

DETERMINATION OF BENEFICIARY'S RIGHTS
Article 13

(1) If the insured has died due to an accident, the beneficiary is obliged to submit the claim form, the policy, the proof that the premium has been paid and the proof that death has occurred as a result of an accident. The beneficiary who is not exclusively named as a beneficiary in the insurance contract is obliged to submit also a document proving his right to receive the sum insured.
(2) If the accident results in disability, the insured is obliged to submit: the claim form, the policy, the proof that the premium has been paid, the document proving the circumstances under which the accident occurred as well as the medical documentation about the consequences in order to determine the final percentage of permanent disability.

(3) The final percentage of disability is determined according to the Table used for determination of the percentage of permanent disability as a result of an accident (thereinafter referred to as the Disability Percentage Table).
Personal abilities, social position or the occupation of the insured (professional capability) is not taken into account when determining the percentage of disability.
(4) In case of several injuries on particular body parts or organs total disability cannot exceed the percentage determined in the Disability Percentage Table for the total loss of such body part or organ.
(5) In case of a loss of several body parts or organs in one accident, the percentages of disability for each and every body part or organ are added up.
(6) The total of disability percentages according to the Disability Percentage Table due of the loss of or injury to several body parts or organs caused by one accident cannot amount to more than 100%, but the payment can exceed the sum insured stipulated in case of total disability according to the provision of article 7 paragraph (1) item 3 of these General conditions.
(7) If the insured was permanently disabled as a consequence of an earlier injury or degenerative diseases preceding the occurrence of the accident, liability of the insurer is determined according to the new disability, i.e. according to the difference between the total percentage of disability and the percentage before the accident occurred in accordance with the Disability Percentage Table.
(8) If the insured is rendered temporarily unable to work as a result of an accident, he is obliged to submit the medical report by the doctor who has treated him. That report has to contain doctor's diagnosis, correct data on when and why the treatment began and the dates between which the insured was temporarily unable to work i.e. to perform his regular job.

PAYMENT OF SUM INSURED
Article 14

(1) The insurer pays the sum insured, i.e. its correspondent part or the stipulated daily benefit to the insured or the beneficiary respectively within 14 days after the liability of the insurer and its amount has been determined.
If the insurer does not make the payment during the agreed period of time, the beneficiary has the right to receive interest in arrear in the amount determined by the regulations.
(2) The insurer is obliged to pay the sum insured or the compensation, only if the accident occurred during the period of insurance and if the consequences of the accident anticipated by the article 7 of these General Conditions appear within the period of one year from the day of the occurrence of the accident.
(3) The final percentage of disability is determined according to the Disability Percentage Table after the completed medical treatment at the time when, in view of the injuries and their consequences the condition of stability set in, i.e. when according to doctor's prognosis it cannot be expected that

the condition would improve or become worse. If such a condition does not set in even after the expiry of the third year from the day of the occurrence of the accident, the condition after the expiry of that period of time shall be taken to represent the final condition and the percentage of disability is determined according to that condition.

(4) If, after the accident, it is not possible to determine the final percentage of disability, the insurer is obliged, at the request of the insured, to pay the amount which incontestably corresponds to the percentage of disability for which, in that early stage it can be determined on the basis of medical documentation that it will be permanent.

(5) If the insured dies before a year elapses from the accident occurrence, and the final percentage of disability has already been determined, the insurer shall pay the amount determined for the case of death, i.e. the difference between the sum insured for the case of death and the amount already paid for disability, if such difference exists.

(6) If the final percentage of disability has not been determined, and the insured dies as a result of an accident, the insurer pays the sum insured determined for the case of death, or just the difference between that sum and the part of it already paid (an advance), but only if the insured died within 3 years from the accident occurrence.

If, before the final percentage of disability has been determined within 3 years from the accident occurrence, the insured dies from any other cause, the doctor will determine the amount of the insurer’s obligation for disability on the basis of the existing medical documentation.

(7) If the insured event results in insured's temporary inability to work, and the payment of compensation has been stipulated, the insurer shall pay to the insured the compensation in the stipulated amount from the day stated in the policy, and if that day has not been determined, from the first day following the day when medical treatment by a doctor or in a health institution began until the last day of the period during which he was temporary unable to work, or until the date of death or the date on which disability is established in terms of provisions (3) and (4) of this article, but up to 200 days at the most.

If temporary inability to work has been prolonged due to any health reasons, the insurer is obliged to pay the daily allowance only for the duration of sick-leave caused exclusively by the accident, regardless of whether it is a full-time or a part-time employment sick-leave, but in case of the latter up to 200 days at the most.

(8) If an accident results in hospitalization, and the daily hospital allowance has been stipulated, the insurer shall pay the stipulated allowance from the first until the last day of hospitalization, i.e. until the date of death or the date on which disability is determined in terms of provisions (3) and (4) of this article, but up to 365 days at the most.

(9) If an accident results in the insured's health impairment requiring medical help, and the compensation of medical expenses has been stipulated, the insurer shall upon submitted evidence pay to the insured the compensation of all actual and necessary medical expenses incurred during the period not longer than a year from the day of the accident occurrence, but up to the stipulated amount at the most, regardless of whether there are any other consequences.

10) The expenses from the previous article include also the acquisition of artificial body parts, but only if it is necessary according to the physician's opinion.

The insurer is obliged to compensate only that part of medical expenses which has really been borne by the insured, and only for medical treatments in the Republic of Croatia of persons having the obligatory health insurance. For persons who do not have the obligatory health insurance, and who have not stipulated and paid a corresponding premium separately, the insurer will compensate 50% of the incurred expenses.

There is no obligation on the part of the insurer to pay the compensation of medical expenses for treatments in spa and other similar health institutions, as well as for medicines acquired outside medical institutions.

11) If as a further consequence of the accident the death or disability of the insured occurs, the insurer shall pay to the beneficiary, i.e. the insured, the sum insured provided for such cases, regardless of already paid daily benefit for temporary inability to work or compensation of medical expenses.

(12) In case of an accident when the insured is rescued by a helicopter or an aircraft, the insurer shall pay only the necessary and by evidence substantiated expenses incurred due to the saving of the insured's life at inaccessible places or by providing the necessary or urgent medical help.
The rescuing expenses are usually paid to the person who proves to have borne those expenses.

RIGHT TO COMPENSATION
Article 15

(1) In insurance under these General Conditions the insurer who has paid the sum insured can on no grounds be entitled to the recourse from the third party responsible for the occurrence of the insured event.
(2) The insured, i.e. the beneficiary is entitled to the compensation from the third party responsible for the occurrence of the insured event independently of his right to the sum insured according to these General Conditions.
(3) The provisions of the preceding paragraphs do not apply when personal accident insurance is stipulated as liability insurance.

INSURANCE BENEFICIARIES
Article 16

(1) The beneficiary in case of the death of the insured is determined in the insurance policy.
(2) If in the insurance policy, Special or Additional conditions alongside with these General conditions it is not stated differently or is not determined at all, beneficiaries for the case of the insured's death are considered to be in the following order:

1. his children and his spouse under the condition that the sum insured is divided in equal parts;
2. his children, if he does not have a spouse under the condition that the sum insured is divided in equal parts;
3. his spouse and his parents, if he does not have children, so that one half of the sum insured for the case of death belongs to the spouse and the other to the parents in equal parts, in case they are both alive, or to the parent who is alive;
4. his spouse, if both parents of the insured died before his death, to whom then belongs the whole sum insured for the case of death;
5. his parents or the parent who is alive, if he does not have a spouse; if both parents are alive the sum insured for the case of death belongs to them in equal parts, and if only one is alive the whole sum belongs to him;
6. his legal heir or heirs determined by the effective court decision, if none of the persons mentioned above exists.

(3) Beneficiaries closer in the line exclude the right of the beneficiaries more distant in the line to the sum insured in case of death.
(4) When determining the beneficiary in terms of this article, the spouse is the person married to the insured at the moment of his death.
(5) If it is not stipulated differently, the beneficiary for in case of disability, as well as the beneficiary of the daily benefit and the compensation of medical expenses is the insured himself.
(6) If the beneficiary of the insurance is a person minor in age, the insurer shall pay the sum insured or the compensation to his/her parents or guardian. In that case the insurer is entitled to require from these persons to submit the approval of the competent custody authority before receiving the sum insured, i.e. compensation on behalf of the person minor in age.

EXPERTISE
Article 17

(1) In each case when the policyholder, the insured or the beneficiary and the insurer do not agree regarding the kind, cause or consequences of an accident, as well as regarding the amount of insurer's obligation, experts shall be entrusted with the determination of contestable facts in

accordance with the case in question that constitutes a dispute among the contracting parties. Both the insurer and the opposite party appoint one expert each. In case their findings do not match, they appoint the third expert who gives his opinion regarding the contestable facts in their findings and opinions. Each party bears expenses for its appointed expert, whereas both parties bear expenses for the third by halves.

CANCELLATION OF INSURANCE CONTRACT
Article 18

(1) Each contracting party can cancel the insurance contract of indefinite duration, unless the contract terminated on some other grounds.
The cancellation is to be made in writing 3 months before the expiry of the current insurance year.
(2) If insurance is concluded for a period longer than 5 years, each party can after the expiry of this period, observing the 6 months cancellation period, notify the other party of cancellation in writing.

STATUTE OF LIMITATIONS
Article 19

Claims arising from contracts for insurance against personal accident are subjected to the statute of limitations according to the provisions of the Obligatory Relations Act.

In application since 1st January 2006

KLASIK - TABLE USED FOR DETERMINATION OF PERCENTAGE OF PERMANENT DISABILITY AS A RESULT OF AN ACCIDENT

GENERAL PROVISIONS

1. This Table used for determination of percentage of permanent disability as a result of an accident (hereinafter referred to as Table of Disability) is an integral part of the general and special terms and conditions, and of each contract on the insurance of persons relevant to the consequences of an accident under which voluntary insurance against possible consequences with CROATIA Insurance Company Ltd.
2. Permanent disability as a result of an accident is estimated if consequences of an accident have occurred within one year from the date of the accident, at the latest, by means of a disability percentage defined under the Table of Disability.
There are no obligations for the insurer's part pertaining to consequences of an accident which are not defined under this Table of Disability or which are excluded from insurance under relevant provisions.
3. If under this Table of Disability is defined that:
a) a specific consequence of an accident must be diagnosed immediately after the accident, this requirement implies the shortest possible span of time for a specific injury as a result of an accident, its workup and diagnosis to be made in compliance with medical algorithms in an accredited medical facility including treatment of the injury sustained;
b) disability percentage is defined under each item by "up to", and the physician - censor or expert is expected to measure or test the degree of the insured's functional loss of a specific part of his/her body, and determine a proportional disability percentage in regard to the standard medical parameters.
4. The final disability percentage is assessed upon the completion of treatment and rehabilitation, which is an integral part of management, on the basis of:
a) complete original medical records including X-ray films submitted for inspection by the insured to the insurer, and attached to the insured's notification of the accident;
b) medical examination carried out by the insurer's physician-censor. The physician - censor must take into account, before his estimation of the final disability percentage, all the facts relevant to the insured's previous health status, how the accident occurred, its cause-and-effect connection, present diagnosis made, course of treatment, and the insured's rehabilitation.
5. The final disability percentage pertaining to the insured's extremities, vertebral column or organs is assessed within three months at the earliest upon the completion of treatment and rehabilitation as a whole, except for amputations and cases prescribed by Special Provisions of this Table of Disability.
6. In the event of loss or lesion of several extremities or several organs as a result of an accident, disability percentages for each extremity or organ are summed up but may not exceed 100 per cent.
7. Disability assessments relevant to different consequences and pertaining to one joint may not be summed up, and disability is assessed according to the item which ensures the highest percentage.
8. In the event of multiple injuries of a specific extremity, vertebral column or organs as a result of an accident, the total disability of a specific extremity, vertebral column or organ is assessed as follows: if there is the most severe consequence of lesion present, the percentage determined by this Table of Disability is applicable; in case of the next most severe consequence, one - half of the percentage determined by the Table of Disability is applicable, then one-fourth (1/4), one-eighth (1/8), etc., if otherwise is not determined by a Special Provision. The total disability percentage may not exceed the disability percentage determined by this Table of Disability in the event of a complete loss of an extremity or organ.
9. If the insured was permanently disabled prior to the occurrence of the accident, the insurer's obligation has to be defined according to the latest disability as follows:

a) if the insured loses or sustains injury of one of a previously injured extremity or organ as a result of an accident, the insurer's obligation is established solely according to his/her higher disability or difference between the total disability percentage and the previous percentage;
b) if earlier degenerative diseases affect the degree of disability subsequent to the accident, the insurer will decrease the final disability under this Table of Disability for one-third;
c) if there is proof of the insured's disease, i.e. diabetes mellitus, disease of the central or peripheral nervous system, deafness, low vision, disease of the vascular system or chronic pulmonary disease, and if these diseases affect the degree of his/her disability subsequent to the accident, the insurer will decrease the final disability under this Table of Disability for one-half;
d) if an earlier chronic disease was the cause of the accident, the insurer will decrease the final disability under this Table of Disability for one-half.
10. Chronic fistulous osteomyelitis is assessed subsequent to the occurrence of stability or definitive surgical and rehabilitation treatment.
11. Insurance cover is not stipulated, and disability resulting from an accident is not assessed in the event of:
a) pseudoarthrosis;
b) contusion of osseous and muscular structures, and overstretching syndrome;
c) the insured's subjective difficulties in terms of pain, diminished muscular strength, swelling at the site of the injury, tingling sensation. fear, any other psychic disorders resulting from the accident (post-traumatic stress disorder, fear of driving a car, fear of planes or other motor vehicles, fear of heights or fear of enclosed spaces, insomnia, mood swings, etc.);
d) reduced mobility of large joints (shoulder and elbow joint, and wrist of the upper extremities, and hip and knee joint, and ankle of the lower extremities) up to 10 degrees.
12. Individual capacities, social status or occupation (occupation fitness) are not taken into account when assessing the disability percentage.

I. HEAD

1. Brain injuries with permanent consequences such as:
(1.) decortication/decerebration;
(2.) permanent vegetative condition;
(3.) hemiplegias with aphasia and agnosia:
(4.) bilateral parkinsonian syndrome;
(5.) triplegias and tetraplegias;
(6.) epilepsies with dementia;
(7.) chronic psychosis subsequent to two hospital treatments minimally in a specialized psychiatric hospital, assessed ..... from 90 up to 100%;
2. Brain injuries with permanent neurological damages:
(1.) extrapyramidal symptomatology (inability to co-ordinate movements or unrefined involuntary movements);
(2.) pseudobulbar paralysis accompanied by compulsive weeping or laughter;
(3.) lesion of the cerebellum with marked disorders of the locomotory equilibrium and co-ordination of movements, assessed ..... from 80 up to 90%;
3. Brain injuries with permanent neurological damages:
(1.) pseudobulbar syndrome;
(2.) paraplegia, assessed 80%;
4. Post-traumatic organic psychosyndrome objectified by psychological testing over the period of two years from the date of the injury:
a) to a lesser degree..... 20%;
b) medium-severe degree 40%;
c) severe degree 60%;
5. Hemiparesis
a) to a lesser degree..... 20%;
b) medium-severe degree 40%;
c) severe degree and/or hemiparesis with severe spasticity 60%;

6. Dysphasia
a) to a lesser degree..... 20%;
b) medium-severe degree 30%;
c) severe degree 50%;
7. Lesions of the cerebellum with adioadochokinesis and asynergy 40%;

SPECIAL PROVISIONS
1) Insurance cover is not stipulated, and disability assessment is not mandatory in the event of:
a) consequences of head injuries which were not diagnosed immediately after the accident;
b) consequences of concussion of the brain;
c) posttraumatic epileptic seizure.
2) Post-traumatic origin of all lesions under items 1-7 is to be proved by post-traumatic changes in CT/MR of the brain findings.
3) In order to assess permanent disability under items 4, lesions must be diagnosed by psychological tests performed after treatment or stabilized state but not before 2 years subsequent to injury.
4) In the event of various consequences of craniocerebral injuries due to single accident, disability percentages are not summed up; such percentages are assessed according to the item which is the most convenient for the insured.
5) Permanent disability under items which are not included in item 3 of these Special Provisions is assessed one year after injury at the earliest.
8. Loss of scalp:
a) one-half of the scalp area 15%
b) entire scalp 30%

II. EYES
9. Complete loss of vision of both eyes 100%
10. Complete loss of vision of one eye 33%
11. Visual impairment of one eye: for each tenth of visual acuity impairment..... 3.3%
12. Injury of the lacrimal apparatus or eyelids:
a) epiphora (overflow of tears)..... 3%
b) entropium or ectropium (eversion of the eyelids)..... 3%
c) ptosis (drooping of the upper eyelid below the usual level)..... 3%
13. Double vision as a permanent and irreparable result of an eye injury:
a) external ophthalmoplegia 10%
b) total ophthalmoplegia..... 20%
14. Mydriasis as a result of a direct blow to the eye 3%
15. Incomplete internal ophthalmoplegia..... 5%

SPECIAL PROVISIONS
1. Injuries of the eyeball and adnexa of the eye must be diagnosed immediately after the accident, worked up and treated in accordance with the algorithm of the medical profession.
2. Disability of one eye may not exceed 33%, if the other eye is not injured.
3. Disability is assessed, subsequent to ablation (detachment) of the retina or injury of the eyeball, under items 9, 10 and 11 one (1) month after treatment at the earliest.
4. Aphakia or pseudoaphakia due to an injury of the lens of the eye are assessed under item 11 upon the completion of treatment, and correction of visual acuity 2 months after surgery at the earliest.
5. Disability as a result of traumatic cataract is assessed upon the completion of treatment, i.e. subsequent to surgery and according to item 4 of these Special Provisions.
6. Consequences of ocular lesions are assessed upon the completion of treatment except in cases defined under items 3 and 4 of these Special Provisions; such consequences are assessed under items 12-15 one year after injury at the earliest, if treatment was completed within that period.
7. Lesions of the eyelids and lacrimal apparatus are assessed under item 12 separately, and are added up to the other defined disability items relevant to visual lesions.

8. Ptosis, as an integral part of total ophthalmoplegia, is assessed solely under item 13.

III. EARS

16. Complete deafness of both ears with regular caloric reactions of the vestibular organ..... 40%
17. Complete deafness of both ears with nonexistent caloric reaction of the vestibular organ..... 60%
18. Complete deafness of one ear with intact caloric reaction of the vestibular organ 15%
19. Complete deafness of one ear with nonexistent caloric reaction of the vestibular organ of that ear 20%
20. One-sided dullness of hearing with intact caloric reaction of the vestibular organs; loss of hearing on the level of 90-95 decibels.....10 %
21. One-sided dullness of hearing with nonexistent caloric reaction of the vestibular organs; loss of hearing on the level of 90-95 decibels.....12,5%
22. Injury of the pinna with full loss or complete mutilation..... 10%

SPECIAL PROVISIONS

1. Disability under items 16-22 is assessed upon the completion of treatment 3 months after injury at the earliest.
2. Insurance cover is not stipulated, and disability assessment is not mandatory if consequences of an accident listed under items 18 and 19 are the result of:
a) contusion of the head;
b) concussion of the brain;
c) injury of soft structures of the neck, i. e. whiplash injury.
3. If the insured suffered from a hearing lesion of the acoustic trauma type due to occupational exposure to noise, his/her loss of hearing resulting from trauma, according to Fowler-Sabine, is decreased for one-half:
4. Disability under item 22 is assessed separately upon the completion of treatment, and is added up to the other disability items relevant to the hearing impairment.

IV. FACE

23. Facial lesions deformed by scars, and accompanied by functional disturbances and/or post-traumatic deformities of facial bones:
a) to a lesser degree..... 5%
b) severe degree 15%
24. Loss of lower jaw (mandible) 30%
25. Restricted opening of the mouth (space between the upper and lower teeth):
a) less than 4 cm..... 5%
b) less than 2 cm..... 10%
26. Defects of jaw bones, tongue and palate with functional disturbances..... up to 15%
27. Partial paralysis of a facial muscle due to injury of a facial nerve subsequent to a fracture of the temporal bone or injury of the relevant parotid region:
a) to a lesser degree..... 5%
b) medium-severe degree..... 10%
c) severe degree with contraction and ticks of the mimic musculature..... 20%
28. Complete paralysis of a facial muscle due to injury of a facial nerve subsequent to a fracture of the temporal bone or injury of the relevant parotid region..... 30%

SPECIAL PROVISIONS

1. Insurance cover is not stipulated, and disability assessment is not mandatory if consequences of an accident are cosmetic and aesthetic scars on the face without functional disturbances,
2. Disability assessed under item 23 is not added up to the disability under items 24, 25, 26, 27 and 28.
3. Disability under items 27 and 28 is assessed if the injury was diagnosed immediately after the accident by means of clinical findings and EMG. Permanent disability is assessed upon the completion of treatment and rehabilitation two years after the injury at the earliest on the basis of a

clinical examination and mandatory determination of the ultimate degree of injury of a specific nerve by means of EMG.
4. Insurance cover is not stipulated, and disability assessment is not mandatory for loss of teeth.

V. NOSE
29. Partial loss of nose..... up to 10%
30. Loss of the nose as a whole 30%

SPECIAL PROVISIONS
1. Insurance cover is not stipulated, and disability assessment is not mandatory if consequences of an accident resulted in an altered nasal pyramid.

VI. TRACHEA AND ESOPHAGUS
31. Post-tracheotomy state due to vital indications after injury..... 5%
32. Stenosis of the trachea:
a) subsequent to an injury of the larynx and initial portion of the trachea..... up to 10%
b) on account of which a permanent cannula is inserted 60%
33. Permanent organic hoarseness subsequent to injury..... 5%
34. Stenosis of the esophagus confirmed endoscopically..... up to 15%
35. Complete stenosis of the esophagus with permanent gastrostoma..... 80%

VII. CHEST
36. Sate subsequent to:
a) radiologically confirmed fracture of two ribs or chest bone, healed, with a shift without decrease of pulmonary ventilation of a restrictive type..... 2%
b) a fracture of three or more ribs, healed, with a shift without decrease of pulmonary ventilation of a restrictive type 5%
37. Post-thoracotomy state..... 5%
38. Damage of pulmonary function of a restrictive type due to rib fracture, penetrating injuries of the chest, post-traumatic adhesions, hematothorax and pneumothorax:
a) vital capacity reduced for 20-30% ..... up to 10%
b) vital capacity reduced for 31-50% ..... up to 30%
c) vital capacity reduced for 51% and more 50%
39. Postempyemic fistula 15%
40. Loss of one breast:
a) till 60 years of age..... 15%
b) above 60 years of age..... 10%
c) severe breast lesion till 60 years of age..... 5%
41. Loss of both breasts:
a) till 60 years of age..... 30%
b) above 60 years of age..... 15%
c) severe lesion of both breasts till 60 years of age..... 10%
42. Consequences of penetrating injuries of the heart and large blood vessels of the chest:
a) penetrating injury of the heart..... 15%
b) penetrating injuries of large blood vessels..... 15%
c) aortic aneurysm with implant..... 40%
d) penetrating injury of the heart with altered electrocardiogram and ultrasound, depending on the gravity of alterations.....up to 45%

SPECIAL PROVISIONS
1. Disability due to reduced pulmonary functions is assessed by repeated spirometries. If vital capacity is reduced for 31% and more, cardio-pulmonary workup is required.
2. If conditions under items 37 and 39 are accompanied by a disorder of the pulmonary function of a restrictive type, disability is then not assessed under the above mentioned items but under item 38.

3. Disability under items 38 and 39 is assessed upon the completion of treatment, not earlier than one year after the injury sustained.
4. If a mixed disorder of the pulmonary function (obstructive and restrictive) is confirmed spirometrically, disability is then decreased in proportion to the functional deficit resulting from obstruction (Tiffno's index).
5. Insurance cover is not stipulated, and disability assessment is not mandatory if one rib is fractured.

VIII. SKIN

43. Deeper scars on the body surface after burns or injuries comprising more than 10% of the body surface ……..up to 5%
44. Deep scars on the body surface after burns or injuries comprising:
a) up to 10% of the body surface ..... up to 5%
b) up to 20% of the body surface ..... up to 15%
c) above 20% of the body surface..... 30%

SPECIAL PROVISIONS

1. Insurance cover is not stipulated, and disability assessment is not mandatory if:
a) consequences of epidermal burns (I degree burns) are present;
b) deeper scars involve up to 10% of the body surface;
c) post-operative scars.
2. A deeper scar results from an intermediate burn, that is II degree burn and/or injury with a substantial skin defect.
3. A deep scar results from a III and IV degree burn and/or a severe injury of the skin.
4. Both deeper and deep scars on the body surface are estimated by the Rule of Nines (see scheme at the end of the Table).
5. Functional disorders (motility) induced by burns or injuries under item 44 are estimated according to relevant items of the Table of Disability.

IX. ABDOMINAL ORGANS

45. Traumatic hernia at the site of injury of the abdominal wall or postoperative hernia at the site of laparotomy scar after injury of abdominal organs..... 5%
46. Injury of the diaphragm:
a) a condition after rupture of the diaphragm confirmed at the hospital immediately after injury and treated surgically..... 10%
b) a diaphragmatic hernia - relapse after a surgically treated diaphragmatic traumatic hernia 15%
47. Gastric resection subsequent to gastric injury..... 10%
48. Resection of the small bowel subsequent to injury of the small bowel:
a) up to 50 cm..... 5%
b) up to 100 cm..... 10%
c) more than 100 cm..... 20%
49. Surgically treated injury of the large bowel without resection, including a temporary colostoma..... 10%
50. Resection after injury of the large bowel with permanent colostoma..... 50%
51. Resection of the liver after hepatic injury..... 20%
52. Loss of the spleen (splenectomy):
a) till 20 years of age..... 20%
b) above 20 years of age..... 10%
53. Functional disorder after injury of the pancreas confirmed by ultrasonic examination and/or CT ..... up to 20%
54. Anus praeternaturalis - permanent..... 50%
55. Incontinentio alvi - permanent
a) incomplete 20%
b) complete..... 50%

SPECIAL PROVISION

The principle under item 6, General Provisions, Table of Disability is applicable when estimating permanent disability resulting from injuries of abdominal organs.

X. URINARY ORGANS

56. Loss of one kidney with normal functioning of the other one..... 30%
57. Loss of one kidney with damaged functioning of the other one:
a) to a lesser degree up to 30% of functional damage ..... up to 40%
b) to a medium-severe degree up to 50% of functional damage..... up to 55%
c) to a severe degree above 50% of functional damage..... 80%
58. Functional damage of one kidney:
a) to a lesser degree up to 30% of functional damage ..... up to 10%
b) to a medium-severe degree up to 50% of functional damage..... up to 15%
c) to a severe degree above 50% of functional damage..... 20%
59. Functional damage of both kidneys:
a) to a lesser degree up to 30% of functional damage ..... up to 20%
b) to a medium-severe degree up to 50% of functional damage..... up to 30%
c) to a severe degree above 50% of functional damage..... 60%.
60. Voiding disorder due to a urethral injury, and estimated according to Charriere scale:
a) to a lesser degree below 18 CH..... up to 10%
b) to a medium-severe degree below 14 CH ..... up to 20%
c) to a severe degree below 6 CH 35%
61. Reduced capacity after injury of the urinary bladder: - for each 1/3 (one-third) of reduced capacity 10%
62. Complete urinary incontinence - permanent..... 40%
63. Urinary fistula: urethral, perineal and/or vaginal..... 30%

SPECIAL PROVISIONS

The principle under item 6, General Provisions, Table of Disability is applicable when estimating permanent disability resulting from injuries of urinary organs.

XI. GENITAL ORGANS

64. Loss of one testicle till 60 years of age 15%
65. Loss of one testicle above 60 years of age..... 5%
66. Loss of both testicles till 60 years of age 50%
67. Loss of both testicles above 60 years of age 30%
68. Loss of penis till 60 years of age..... 60%
69. Loss of penis above 60 years of age..... 30%
70. Deformation of the penis with cohabitation made impossible till 60 years of age 50%
71. Deformation of the penis with cohabitation made impossible above 60 years of age..... 25%
72. Loss of uterus and ovaries till 55 years of age:
a) loss of uterus..... 50%
b) loss of one ovary..... 15%
c) loss of both ovaries..... 30%
73. Loss of uterus and ovaries above 55 years of age:
a) loss of uterus..... 10%
b) loss of each ovary..... 5%
74. Lesions of vulva and vagina which make cohabitation impossible till 60 years of age 50%
75. Lesions of vulva and vagina which make cohabitation impossible above 60 years of age..... 15%

SPECIAL PROVISIONS

The principle under item 6, General Provisions, Table of Disability is applicable when estimating permanent disability resulting from injuries of genital organs.

XII. SPINE

76. Spinal injury with complete permanent damage of the spinal cord below the level of injury (tetraplegia, triplegia, paraplegia), and failure of control of defecation and micturition..... 100%

77. Spinal injury with complete paralysis of the lower extremities without difficulties in defecation and micturition 80%

78. Spinal injury with permanent partial damage of the spinal cord (tetraparesis, triparesis) without loss of control of defecation and micturition, found immediately after injury and accompanied by clinical findings and EMG 50%

79. Spinal injury with paresis of the lower extremities found immediately after injury and accompanied by clinical findings and EMG..... 40%

80. Result of fracture of two vertebrae at least, and accompanied by an altered spinal curvature (kyphosis, scoliosis), confirmed radiologically 20%

81. Restricted mobility of the spine after a fracture of the osseous portion of the thoracic segment..... 3%

82. Restricted mobility of the spine after a fracture of the osseous portion of the lumbar segment 10%

83. Serial fracture of spinous processes of three and more vertebrae, confirmed radiologically..... 3%

SPECIAL PROVISIONS

1. Insurance cover is not stipulated, and disability assessment is not mandatory if there is:

a) a restricted mobility of the cervical spine after injury of soft structures of the neck in terms of muscular stretching or instability due to ligament lesion of the cervical spine;

b) a restricted mobility of the lumbar spine after injury of the soft structures in terms of muscular stretching of instability due to ligament lesion of the lumbar spine;

c) a neural lesion which is the result of developed degenerative changes (disk herniation);

d) painful conditions due to degenerative changes of the spine which include disk herniation, diskopathy, spondylosis, a painful spinal syndrome (cervical, cervicocranial, cervicobrachial, thoracic and lumbar), spondylolisthesis, spondylolysis, sacralgia, myofascitis, coccygodynia,
ischialgia, fibrositis;

e) a fracture of spinous processes of two vertebrae.

2. Lesions under items 76 and 77 are assessed when irreparable neurological lesions are found, and items 78 and 79 are assessed upon the completion of treatment but not earlier than two (2) years after injury.

XIII. PELVIS

84. Multiple fractures of the pelvis healed, and leading to a serious deformity or asymmetry of sacroiliac joints or symphysis, confirmed radiologically 30%

85. Symphysiolysis with a horizontal and/or vertical shift, confirmed radiologically 15%

86. Fracture of one pelvic bone (pubis, ischium, ilium or sacrum) healed, with a shift, confirmed radiologically 5%

87. Fracture of two pelvic bones healed, with a shift, confirmed radiologically 10%

88. Surgically removed coccyx (tailbone) 5%

SPECIAL PROVISIONS

1. Insurance cover is not stipulated, and disability is not mandatory if consequences of an accident are:

a) a fracture of pelvic bones fused, without shifts;

b) a fracture or dislocation of coccyx (tailbone).

2. The sum of percentages for an individual pelvis bone fracture cannot be higher that the percentage determined for multiple pelvis fracture.

XIV. ARMS

89. Loss of both arms or hands.....100%
90. Loss of one arm up to the shoulder (exarticulation)..... 70%
91. Loss of one arm up to the elbow..... 65%
92. Loss of one arm below the elbow with preserved function of the elbow..... 60%
93. Loss of the hand..... 55%
94. Loss of all fingers:
a) of both hands..... 90%
b) of one hand..... 45%
95. Loss of the thumb or first metacarpal bone including loss of function of the finger..... 15%
96. Loss of index finger or other metacarpal bone including loss of function of the finger..... 9%
97. Loss of the middle finger or third metacarpal bone including loss of function of the finger..... 6%
98. Loss of the fourth or little finger or fourth or fifth metacarpal bone including loss of the function of the finger..... 2%

SPECIAL PROVISIONS I

1. Insurance cover is not stipulated, and disability assessment is not mandatory if there is a loss of a finger pad without loss of the bony segment of the phalanx.
2. One-half is estimated for the loss of one phalanx of the thumb, and one-third of percentage is estimated for the loss of one phalanx of the remaining fingers.
3. A partial loss of the bony segment of the phalanx is estimated as a complete loss of that finger.

99. Complete stiffness of the shoulder joint:
a) in a functionally satisfactory position (abduction up to 20 degrees)..... 25%
b) in a functionally unsatisfactory position (abduction from 20 to 40 degrees)..... 35%
100. Radiologically confirmed fractures in the region of the shoulder, healed, with a shift or intra-articular fractures causing restricted function of the shoulder joint.....3%
101. A loose shoulder joint with a bony defect of articular structures..... 10%
102. Endoprosthesis of the shoulder joint..... 30%
103. Chronic osteomyelitis of the bones of the arm including fistula..... 10%
104. Complete paralysis of muscles of the cervical and shoulder region due to a lesion of the accessory nerve..... 15%
105. Complete paralysis of muscles of the arm due to a lesion of the brachial plexus..... 60%
106. Partial paralysis of muscles of the arm due to a lesion of the brachial plexus: of the upper portion (ERB) or lower portion (KLUMPKE)..... 35%
107. Complete paralysis of muscles of the shoulder due to a lesion of the axillary nerve..... 15%
108. Complete paralysis of muscles of the arm due to a lesion of the radial nerve..... 30%
109. Complete paralysis of a part of muscles of the lower arm and hand due to a lesion of the median nerve..... 35%
110. Complete paralysis of a part of muscles of the lower arm and hand due to a lesion of the ulnar nerve..... 30%
111. Complete paralysis of muscles due to a lesion of two nerves of one arm..... 50%
112. Complete paralysis of muscles due to a lesion of three nerves of one arm..... 60%

SPECIAL PROVISIONS II

1. Insurance cover is not stipulated, and disability assessment is not mandatory due to:
a) a repeated (habitual) dislocation of the shoulder joint;
b) a partial or complete dislocation of the acromyoclavicular joint or sternoclavicular joint;
c) radicular lesions as well as lesions of peripheral nerves after injury of soft structures of the cervical spine as a result of a whiplash injury;

d) complete paralysis of the muscles of the arm due to a lesion of a nerve which was not diagnosed immediately after the accident, and verified by clinical findings and EMG.
2. Disability under items 104 to 112 is estimated only in cases of traumatic lesions of motor fibers of peripheral nerves upon the completion of treatment and rehabilitation, two years after the injury at the earliest, including a clinical examination and mandatory estimation of the final degree of the nerve lesion by EMG.
3. In the event of a partial paralysis of the muscles of the arm due to a nerve lesion, up to 2/3 (two-thirds) of disability is recognized to the utmost as determined for complete paralysis of these muscles.
4. Insurance cover is not stipulated, and disability assessment is not mandatory for consequences of a collar bone fracture.

113. Complete stiffness of the elbow joint after a radiologically confirmed fracture:
a) in a functionally satisfactory position (in flexion: 100 to 140 degrees)..... 15%
b) in a functionally unsatisfactory position..... 25%
114. Radiologically confirmed fractures in the elbow region, healed, with a shift or intra-articular fractures with restricted function of the elbow joint..... 3%
115. A loose elbow joint - oscillation of movements in a transverse direction above 20 degrees..... 5%
116. Endoprosthesis of the elbow..... 25%
117. Complete stiffness of the lower arm in supine position after a radiologically confirmed fracture 25%
118. Complete stiffness of the lower arm in a medium position after a radiologically confirmed fracture..... 15%
119. Complete stiffness of the lower arm in prone position after a radiologically confirmed fracture..... 20%
120. Complete stiffness of the wrist after a radiologically confirmed fracture:
a) in extension position..... 15%
b) in the axis of the lower arm..... 20%
c) in flexion..... 30%
121. Radiologically confirmed fractures in the region of the wrist, healed, with a shift or intra-articular fractures causing restricted mobility of the wrist 3%
122. Endoprosthesis of the navicular bone and/or lunate bone.....10%

SPECIAL PROVISIONS III
1. Insurance cover is not stipulated, and disability assessment is not mandatory for consequences of a fracture of metacarpal bones.
123. Complete stiffness of all fingers of one hand..... 40%
124. Complete stiffness of the entire thumb..... 12%
125. Complete stiffness of the entire index finger..... 9%
126. Complete stiffness of the entire middle finger..... 4%
127. Complete stiffness of the fourth or little finger, for each finger..... 2%

SPECIAL PROVISIONS IV
1. In the event of complete stiffness of the joint of the thumb, one-half is estimated, and in case of complete stiffness of the joint of the remaining fingers one-third of percentage is estimated as determined for the stiffness of that finger.
2. The percentage sum pertaining to the stiffness of specific joints of one finger may not exceed the percentage determined for complete stiffness of that finger.
3. Total disability resulting from finger injuries may not exceed that due to the loss of the hand.

XV. LEGS
128. Loss of both upper legs.....100%
129. Exarticulation of the leg in the hip region..... 70%
130. Loss of the upper leg in its upper third, stump unsuitable for prosthesis..... 60%

131. Loss of the upper leg below its upper third..... 50%
132. Loss of both lower legs, stump suitable for prosthesis..... 80%
133. Loss of the lower leg, stump below 6 cm..... 45%
134. Loss of the lower leg, stump above 6 cm..... 40%
135. Loss of both feet..... 80%
136. Loss of one foot..... 35%
137. Loss of one foot according to the Chopart's line..... 35%
138. Loss of one foot according to the Lisfranc's line..... 30%
139. Transmetatarsal amputation..... 25%
140. Loss of the first or fifth metatarsal bone..... 5%
141. Loss of the second, third or fourth metatarsal bone, for each bone..... 3%
142. Loss of all toes of the foot (one leg)..... 20%
143. Loss of the big toe (one leg):
a) loss of the distal phalanx of the big toe..... 5%
b) loss of the whole big toe..... 10%
144. Complete loss of the 2nd to 5th toes, for each toe.....2,5%
145. Partial loss of the 2nd to 5th toes, for each toe..... 1%
146. Complete stiffness of the hip after a radiologically confirmed fracture:
a) in a functionally satisfactory position (in flexion: 10-15 degrees)..... 30%
b) in a functionally unsatisfactory position..... 40%
147. Radiologically confirmed fractures in the hip region, healed, with a shift or intra-articular fractures causing restricted hip function..... 3%
148. Complete stiffness of both hips after a radiologically confirmed fracture..... 70%
149. A not repositioned earlier traumatic dislocation of the hip.....40%
150. Endoprosthesis of the hip
a) partial……..15%
b) complete……30%
151. Anomalously fused fracture of the thigh bone (femur) including angulation of:
a) 10 to 20 degrees.....up to 10%
b) above 20 degrees..... 15%
152. Chronic osteomyelitis of the bones of the leg with fistula..... 10%
153. Reduction of the leg due to a fracture:
a) 2 - 4 cm.....up to 10%
b) 4,1 - 6 cm.....up to 15%
c) above 6 cm..... 20%
154. Complete stiffness of the knee after a radiologically confirmed fracture:
a) in a functionally satisfactory position (up to 10 degree offlexion)..... 25%
b) in a functionally unsatisfactory position..... 35%
155. Radiologically confirmed fractures in the region of the knee, fused, with a shift or intra-articular fractures causing restricted function of the knee 3%
156. Instability of the knee after injuries of ligament structures above 10 mm, compared to the intact knee.....10%
157. Endoprosthesis of the knee..... 30%
158. A free articular body resulting from a knee injury, and confirmed radiologically..... 3%
159. Functional disorders after removal of the kneecap (patella):
a) partial removal of the kneecap (patella)..... 5%
b) total removal of the kneecap (patella)..... 15%
160. Anomalously fused fracture of the lower leg, confirmed radiologically, with valgus, varus or recurvatum deformity, compared to the intact lower leg:
a) from 5 to 15 degrees.....up to 5%
b) above 15 degrees.....up to 10%
161. Complete stiffness of the ankle:
a) in a functionally satisfactory position (5-10 degrees of plantar flexion) .....up to 15%
b) in a functionally unsatisfactory position..... 20%

162. Radiologically confirmed fractures in the region of the ankle, fused, with a shift or intra-articular fractures causing restricted function of the joint..... 3%
163. Endoprosthesis of the ankle..... 25%

SPECIAL PROVISIONS I

1. Insurance cover is not stipulated, and permanent disability assessment is not mandatory if there is:
a) a lesion of the meniscus;
b) an injury of the ligament structures of the ankle (distortion) of the 1st, 2nd and 3rd grade;
c) a rupture of the Achilles' tendon.

164. Traumatic deformities of the feet: pes excavatus, pes planovalgus, pes varus, pes equinus: to a severe degree 5%
165. Deformity of the heel bone (calcaneus) after a compressive fracture, confirmed radiologically..... 5%
166. Deformity of the ankle bone (talus) after a fracture, with deforming arthrosis, confirmed radiologically..... 5%
167. Deformity of the metatarsus after a fracture of the metatarsal bones (for each metatarsal bone 2%), confirmed radiologically..... up to 5%
168. Complete stiffness of the distal joint of the big toe 1,5%
169. Complete stiffness of the proximal joint of the big toe or both joints 3%
170. Large scars on the heel or sole of the foot after injury of soft structures of the foot:
a) surface up to 1/2 (one-half) of the sole of the foot..... up to 5%
b) surface above 1/2 (one-half) of the sole of the foot ..... up to 10%
171. Complete paralysis of the muscles of the leg due to an injury of the sciatic nerve..... 40%
172. Complete paralysis of the muscles of the upper leg due to an injury of the femoral nerve... 30%
173. Complete paralysis of the portion of muscles of the lower leg and foot due to an injury of the tibial nerve..... 25%
174. Complete paralysis of the portion of muscles of the lower leg and foot due to an injury of the peroneal nerve..... 25%
175. Complete paralysis of the muscles of the pelvic region and region of the upper leg due to an injury of the gluteal nerve..... 10%

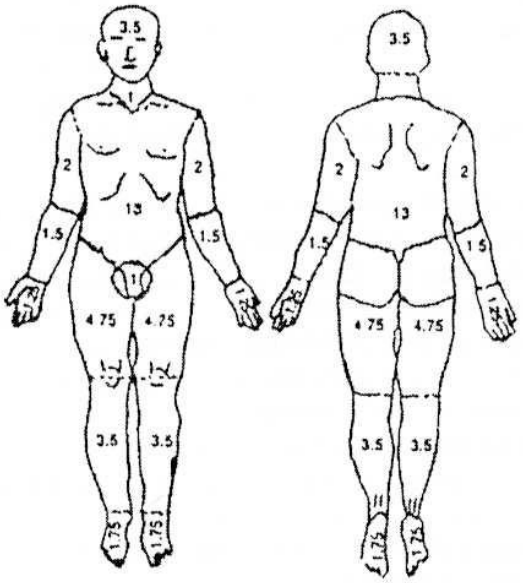
SPECIAL PROVISIONS II

1. Insurance cover is not stipulated, and permanent disability assessment is not mandatory if there is:
a) a restricted mobility of the joints of the toes;
b) stiffness of the interphalangeal joints of the 2nd to 5th toe in extended position or decreased mobility of these joints;
c) if the nerve injury, under items 171 to 175, was not diagnosed immediately after the accident by clinical examination and EMG.
2. Disability under items 171 to 175 is estimated solely in cases of traumatic lesions of the motor fibers of peripheral nerves upon the completion of treatment and rehabilitation two years after the injury, at the earliest, including clinical examination and mandatory estimation of the final grade of nerve lesion by means of EMG.
3. For a partial paralysis of the muscles of the legs due to a nerve lesion, maximum two-thirds (2/3) of disability predicted for complete paralysis of these muscles is anticipated.

RULE OF NINES:

a) head and neck..... 9%
b) one arm..... 9%
c) anterior trunk.....2 x 9%
d) posterior trunk.....2 x 9%
e) one leg.....2 x 9%
f) perineum and genitalia..... 1%

ESTIMATION OF THE BODY SURFACE THAT HAS BEEN BURNED ACCORDING TO THE WALLACE'S RULE:



Applied as of 1 June 2008.

ADDITIONAL CONDITIONS

FOR PERSONAL ACCIDENT TRAVEL INSURANCE

GENERAL PROVISIONS

Article 1

(1) General Conditions for personal accident insurance and these Additional Conditions for personal accident travel insurance (hereinafter referred to as: Additional Conditions) are a constituent part of the contract on personal accident insurance that the policyholder concluded with CROATIA OSIGURANJE Ltd. (hereinafter referred to as the Insurer).

(2) A policyholder may be any natural person or legal entity that concludes the insurance contract with the insurer and has committed themselves to paying a premium.

(3) Forms of insurance conclusion may be: individual, family and group insurance.

Only parents and children up to 28 years of age may be included in the family insurance, and the group insurance may include more persons listed in an organized travel.

SCOPE OF INSURER'S LIABILITY

Article 2

(1) Insurance encompasses accidents that occur to an insured during the insurance validity, and during business or tourist travels, excursions, etc.

Insurance includes only a travel from departure to return, as well as the stay during the travel, and it excludes accidents occurred in insured's permanent place of living.

(2) If a business or tourist travel, excursion, etc. is organized, insurer's liability starts at the moment of departure of an organizer's transportation vehicle from a place defined for departure, and ends at the moment of leaving the organizer's transportation vehicle, at the place defined for return.

(3) The insured amount defined in the policy is the highest amount for which the insurer is liable, for each individual insured person.

LIMITATIONS TO INSURER'S LIABILITY

Article 3

(1) In the event of death of an insured person younger than 14 or older than 75, the insurer has to pay to a beneficiary 50% of the contracted amount insured in the event of death

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(2) Unless specially contracted and appropriate increased premium is paid for sport recreation and sport competition of any kind (training and matches), the contracted insured amounts are reduced in proportion between the premium that should have been paid and the actual paid premium.

DURATION OF INSURANCE

Article 4

(1) Insurance starts at 00,00 sati on the day defined in the policy as the insurance start date, provided that the premium has been paid for, and ends at 24,00 on the day defined in the policy as the insurance expiration date.

FINAL PROVISIONS

Article 5

These Additional Conditions are valid together with the General Conditions for personal accident insurance, and in case their content is in contradiction with the content of the General Conditions, these Additional Conditions are valid.

Applied as of 1 January 2006.