

Insurance Terms and Conditions

Accident Insurance for Drivers



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ARTICLE 1

Opening Provisions

- The Accident Insurance for Drivers arranged by ČSOB Pojišťovna, a.s., a member of the ČSOB Group (hereinafter referred to as the "Insurer"), is governed by the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), the provisions of related legal regulations, the relevant Insurance Policy, and these Accident Insurance for Drivers Insurance Terms and Conditions (hereinafter referred to as the "ITC"). The Insurance Terms and Conditions constitute an integral part of the Insurance Policy. The insurance governed by these ITC is a fixed-amount insurance.

ARTICLE 2

Definitions and Interpretation

Regular premium – premium stipulated for the insurance period.

Motor vehicle – a two-track motor vehicle with a valid registration plate issued in the Czech Republic and a valid registration certificate of a road motor vehicle and trailer (vehicle registration certificate), which is in undamaged condition and fit for operation on roads according to generally binding legal regulations. For the purposes of this insurance, a motor vehicle shall only be deemed to include a car, truck, bus, self-propelled work machine, agricultural or forestry tractor, semi-trailer tractor, trolleybus or tram. **Contingency** – a possible event for which it is uncertain whether it will occur at all during the term of the private insurance or where the time of its occurrence is unknown.

Beneficiary – a person designated by the Policyholder who becomes entitled to indemnity in the case of an insured event which involves the death of the Insured. **Valuation Table B** – the part of the Insurance Terms and Conditions that determines the extent of the permanent consequences of an injury.

Entitled person – a person who, as a result of an insured event, becomes entitled to indemnity. The entitled person is the Insured, unless stipulated otherwise in the Insurance Policy.

Insurer – ČSOB Pojišťovna, a.s., member of the ČSOB Group.

Policy – a confirmation from the Insurer that an Insurance Policy has been concluded.

Sum insured – the amount from which the amount of indemnity in the case of an insured event is determined in accordance with the contents of the Insurance Policy.

Term of insurance – the period for which the insurance has been taken out.

Insurance Policy – in an Insurance Policy, the Insurer undertakes to provide the Policyholder or a third party with an indemnity if an insured event occurs and the Policyholder undertakes to pay the premium to the Insurer. The Insurance Policy defines the terms and conditions of insurance. Where the Insurance Terms and Conditions refer to an Insurance Policy, the Insurance Policy shall be deemed to mean both the provisions of the Insurance Policy itself and any Insurance Terms and Conditions which form an integral part thereof in accordance with the "Opening Provisions" of these ITC.

Insured event – a contingency covered by insurance. For the purposes of these ITC and other Insurance Terms and Conditions, the term "insured event" is also used in some cases for a contingency notified to the Insurer for which the Insurer is not obliged to provide indemnity in accordance with the Insurance Policy.

Premium – payment or fee for the insurance taken out, the amount of which is set out in the Insurance Policy.

Insured peril – a possible cause of occurrence of an insured event.

Insurance period – the period of time agreed in the Insurance Policy for which the regular premium is paid.

Indemnity – the indemnity that the Insurer is obliged to provide if an insured event occurs; the Insurer provides it in accordance with the contents of the Insurance Policy, either in a single lump sum or repeatedly (e.g., in the form of a pension).

Insured risk – the probability of the occurrence of an insured event caused by the insured peril.

Policyholder – a private individual or legal entity with a full legal capacity who has taken out an Insurance Policy with the Insurer and who has undertaken to pay the premiums. The Policyholder does not have to be identical to the Insured.

Insurance year – the time interval that begins on the date of the commencement of insurance or the anniversary date of insurance and ends upon the lapse of the day preceding the next anniversary date of insurance.

Insurable interest – a legitimate need for protection against the consequences of an insured event.

Fixed-amount insurance – insurance that obliges the Insurer to provide a single or repeated indemnity in the case of an insured event to an agreed extent. The basis for determining the amount of the premiums and for calculating the indemnity is the amount determined at the proposal of the Policyholder to be paid by the Insurer in the case of an insured event or the amount and frequency of pension payments.

Insured – the private individual whose life, health or other value of insurable interest the insurance covers.

Training drive for a race or competition – any type of improvement, training or other practice drive where the times achieved are also measured or compared.

Driving a motor vehicle – driving a motor vehicle means starting the engine of the vehicle immediately before the start of the drive by the Insured present in the vehicle, controlling the vehicle during the drive, as well as stopping the vehicle for a short time or parking according to the Road Traffic Act, provided that the Insured does not leave the vehicle.

Loss ratio – for the purposes of the insurance under these AID ITC, this is the ratio, expressed as a percentage, between:

- the indemnity and the indemnity reserve, in the numerator, and
- the prescribed premium, in the denominator,

of all insurances under these AID ITC agreed by all Policyholders with the Insurer.

Parties to insurance – the Insurer and the Policyholder as the parties, and also the Insured and any other person having a right or obligation under the personal insurance.

Injury

- a) An injury means an unexpected and sudden action of external forces or one's own physical force, independently of the will of the Insured, which occurred during the term of insurance and which caused damage to health or death to the Insured.
- b) An injury is also any unintentional, sudden, unexpected and uninterrupted exposure to high or low external temperatures, gases, vapours, radiation, electric current, chemicals and poisons (except microbial poisons and immunotoxic substances) independently of the will of the Insured, which caused bodily injury or death to the Insured, and which occurred during the term of insurance.
- c) Death by drowning, the process of drowning and infection by tetanus or rabies in an accident are also considered an injury.

Congenital diseases and defects – any defects and diseases occurring before birth, affected by hereditary factors or factors acquired during pregnancy, manifested and/or detected at birth or later, at any time during the life of the Insured.

ARTICLE 3

Establishment and Term of Insurance

1. The insurance originates on the basis of a written Insurance Policy.
2. The Insurer shall issue the policy to the Policyholder as confirmation of the conclusion of the Insurance Policy.
3. Insurance is taken out for the period specified in the Insurance Policy (the term of insurance).
4. The commencement of insurance is at 00:00 on the day agreed in the Insurance Policy as the commencement of insurance.
5. The end of insurance is at 24:00 on the day agreed in the Insurance Policy as the end of insurance, unless the insurance terminates earlier in accordance with the Insurance Policy.
6. The insurance shall not be interrupted during the term of insurance due to a failure to pay the premium.

ARTICLE 4

Insurance Premium

1. The Policyholder is obliged to pay the regular premium for the insurance taken out. The length of the insurance period and the amount of the premium are set out in the Insurance Policy.
2. The regular premium is payable on the first day of the insurance period.
3. In the Insurance Policy, it is possible to agree that the Policyholder pays the regular premium in instalments. In that case, pursuant to Section 1931 of the Civil Code, it is agreed that if any of the premium instalments is not paid at the latest on the maturity date of that instalment, the outstanding part of the premium becomes payable as of that date if the Insurer requests its payment no later than as of the due date of the following instalment.
4. If the Insurance Policy provides for the payment of the regular premium in instalments, the premium instalments shall be payable according to the frequency option chosen as follows:
 - a) in the case of biannual instalments, the premium instalments shall be payable on the first day of each insurance period and the date on which the six-month period ends, calculated from the first day of each insurance period,
 - b) in the case of quarterly instalments, the premium instalments shall be payable on the first day of each insurance period and the date on which the three-, six- and nine-month period ends, calculated from the first day of each insurance period,
 - c) in the case of monthly instalments, the premium instalments shall be payable on the first day of each insurance period and the date following the end of each subsequent month.
5. For the payment of regular premiums, the Insurer shall assign the Policyholder a VS (variable symbol) identifier, which is the number of the Insurance Policy.
6. The premium shall be deemed to have been paid on the date on which it is credited to the account specified by the Insurer in the amount agreed in the Insurance Policy or on the date on which it is paid to the Insurer in cash.

7. The Insurer is entitled to the premiums for the term of insurance, unless otherwise provided for in the Civil Code or agreed otherwise.
8. The Policyholder is obliged to pay the premiums in a due and timely manner.
9. If an insured event occurred due to which the insurance has been terminated, the Insurer is entitled to the premium until the end of the insurance period within which the insured event occurred.
10. If the insurance is terminated due to the extinction of the insurable interest during the term of insurance, it is agreed, in accordance with Section 2765 of the Civil Code, that the Insurer is entitled to the premium until the Insurer becomes aware of the extinction of the insurable interest.
11. In accordance with Section 2785 and Section 2786 of the Civil Code, the Insurer and the Policyholder agree that the Insurer has the right, in relation to changes in the conditions decisive for the determination of the amount of the premium, to adjust the amount of the regular premium for the next insurance period. For the purposes of these ITC, the changes in the conditions within the meaning of the preceding sentence shall also be understood as a change in the loss ratio.
12. The Insurer is obliged to communicate the newly determined amount of the premium pursuant to paragraph 11 of this Article to the Policyholder no later than two months before the premium for the insurance period in which the amount of the premium is to be changed becomes payable.
13. If the Policyholder disagrees with a change in the premium pursuant to paragraphs 11 and 12 of this Article, the Policyholder may communicate that disagreement to the Insurer in writing no later than one month from the date on which the Policyholder became aware of the proposed change in the amount of the premium. In that case, the insurance shall become extinct with the expiry of the insurance period immediately preceding the insurance period for which the Insurer has set a new amount of premium. However, if the Insurer failed to notify the Policyholder of this consequence in the communication pursuant to paragraph 12 of this Article, the insurance shall continue to be valid and the amount of the premium shall not change without the Policyholder's agreement.
14. If the Policyholder fails to submit its disagreement in writing with the newly set amount of the premium pursuant to paragraph 13 of this Article to the Insurer, the Policyholder shall be deemed to agree to the new amount of the premium, including all the obligations resulting therefrom.

ARTICLE 5

Changes to Insurance

1. Any changes to the insurance already taken out, including changes to its scope, shall be made on the basis of mutual agreement of the parties, unless otherwise stipulated in the Insurance Policy or in generally binding legal regulations.

ARTICLE 6

Extinction of Insurance

1. The insurance shall cease to exist:
 - a) on the date of the occurrence of an insured event for which the Insurer has provided the indemnity or on the date of the occurrence of an insured event for which the Insurer has not provided any indemnity in accordance with Article 10 of these ITC,
 - b) upon the death of the Insured,
 - c) upon the extinction of the insured peril,
 - d) upon the extinction of the insurable interest,
 - e) by agreement of the parties,
 - f) due to non-payment of premiums, by way of derogation from Section 2804 of the Civil Code, on the day following the futile expiry of the deadline set by the Insurer in the reminder to pay the premium delivered to the Policyholder,
 - g) by withdrawal of the Policyholder or the Insurer from the Insurance Policy,
 - h) by the Insurer's refusal to pay the indemnity pursuant to Section 2809 of the Civil Code,
 - i) by giving notice of termination in accordance with Article 7 of these ITC,
 - j) in any other way specified in the Insurance Policy or in the Civil Code.

ARTICLE 7

Termination of Insurance

1. The Policyholder and the Insurer may terminate the insurance within two months of the date of conclusion of the Insurance Policy. The notice period is eight days and starts on the day following the date of delivery of the notice to the other party. Upon its lapse, the insurance expires.
2. The Policyholder and the Insurer may terminate the insurance for which the regular premium is agreed at the end of each insurance period. However, if the notice is delivered to the Insurer later than six weeks before the date on which the insurance period lapses, the insurance shall expire at the end of the following insurance period.
3. The Policyholder and the Insurer may terminate the insurance within three months of the date of delivery of the notification of the occurrence of an insured event to the Insurer. The notice period is one month and starts on the day following the date of delivery of the notice to the other party. Upon its lapse, the insurance expires.
4. The Policyholder may terminate the insurance with eight days' notice:
 - a) within two months of the date on which it became aware that the Insurer had used an aspect prohibited by Section 2769 of the Civil Code in determining the amount of the premium or in calculating the indemnity,
 - b) within one month of the date on which it received a notification of the transfer of the insurance portfolio or part thereof or of the transformation of the Insurer, or
 - c) within one month of the date on which a notification was published that the Insurer's licence to carry on insurance business had been withdrawn.

ARTICLE 8**Scope of the Insurance Coverage**

1. The Accident Insurance for Drivers is taken out in the event of death as a result of an accident or the permanent consequences of an injury if the Insured is injured while driving a motor vehicle during the term of insurance,
 - in the event of a traffic accident as defined in Act No. 361/2000 Coll., on road traffic and amendments to certain acts (the Road Traffic Act), as amended (hereinafter referred to as the "Road Traffic Act"), and/or
 - if the injury is the direct result of a collision, fall, impact, fire or explosion of a motor vehicle (hereinafter referred to as "traffic accident"), and at the same time on condition that the traffic accident has been demonstrably reported to the Police of the Czech Republic (hereinafter referred to as the "Police") in the cases provided for by law or to foreign police in the case of an accident occurring abroad.
2. The insurance can be arranged in four variants. Insurance in the Basic, Standard and VIP variants covers driving motor vehicles designed to carry up to nine persons including the driver and having a total weight of up to 3.5 tonnes, with the exception of semi-trailer tractors, buses, tractors and self-propelled work machines. Insurance in the TRUCKS variant covers driving all motor vehicles as defined in Article 2.

ARTICLE 9**Indemnity**

1. The Insurer is obliged to provide indemnity under the insurance if a contingency covered by the insurance occurs during the term of insurance. The indemnity scope is stated in the Insurance Policy.
2. Under the insurance, the Insurer provides either a lump-sum or a recurring indemnity (e.g., a pension). The pension shall be paid for agreed periods, calculated from the first day of the month following the month in which the entitlement to payment of the pension arose.
3. The indemnity is payable within 15 days of the date of completion of the investigation necessary to establish the existence and extent of the Insurer's obligation to pay. The investigation shall be deemed completed as soon as the Insurer has communicated its results to the person who has exercised the right to the indemnity.
4. The Insurer shall provide the indemnity from the insurance against death as a result of an accident or permanent consequences of an injury only once, namely from the event (death as a result of an accident or permanent consequences of an injury) for which the conditions for entitlement to the indemnity are fulfilled earlier, unless otherwise agreed in the Insurance Policy.

Indemnity in the case of an insured event – death as a result of an accident

5. If the death of the Insured was caused by an accident (injury) occurring during the term of insurance and occurred within three years of the date of the accident, the Insurer shall pay to the person who is entitled to indemnity following the death of the Insured the sum insured as agreed in the Insurance Policy as of the date of the accident.

Indemnity in the case of an insured event – permanent consequences of an injury

6. If an accident (injury) occurring during the term of insurance leaves the Insured with permanent consequences, the extent of which has reached a value of at least 10 % and no more than 49 % according to Valuation Table B and other provisions of these ITC after the stabilisation of those consequences but no later than three years after the accident, the Insured shall be entitled to a one-off indemnity in the amount specified in the Insurance Policy and determined for the Insured according to the agreed insurance variant.
7. If an accident (injury) occurring during the term of insurance leaves the Insured with permanent consequences, the extent of which has reached a value of at least 50 % according to Valuation Table B and other provisions of these ITC after the stabilisation of those consequences but no later than three years after the accident, the Insured shall be entitled to a repeated indemnity (hereinafter also referred to as a "pension") in the amount specified in the Insurance Policy and determined for the Insured according to the agreed insurance variant and according to the Insured's age on the date of the accident.
8. The Insured shall be entitled to the first pension for the calendar month following the month in which the accident (injury) occurred. If the Insurer assesses the permanent consequences after that date and the right to indemnity arises, the Insurer shall provide the corresponding part of the indemnity in one lump sum retrospectively.
9. It is a condition of the Insured's continued entitlement to a pension that the percentage rating of the extent of the permanent consequences of the injury under Valuation Table B and other provisions of these ITC has not fallen below 50 %.
10. The Insured shall be entitled to the last pension for the calendar month in which he/she dies or in which the Insurer has established, in accordance with paragraph 20 of this Article of the ITC, that the percentage rating of the extent of the permanent consequences of the injury according to Valuation Table B and other provisions of these ITC has fallen below 50 %.
11. By way of derogation from Valuation Table B, permanent consequences for the purposes of this insurance shall not be deemed to include
 - mild objective symptoms or subjective discomfort as determined by medical observation without objective findings following a severe head injury (item 004 of Valuation Table B); and
 - subjective discomfort following severe injuries to parts of the body other than the head and sensory organs without objective findings, as determined by medical observation (item 006 of Valuation Table B).
12. The permanent consequences of an injury are determined in accordance with Article 17. Valuation Table B of these ITC. If Valuation Table B provides for a percentage range, the Insurer shall determine the percentage rating so as to reflect, within that range, the nature and extent of the bodily injury caused to the Insured by an accident, after the permanent consequences have been stabilised.
13. If any bodily injury is not included in Valuation Table B, the Insurer is entitled to determine the percentage rating of that bodily injury itself or in conjunction with a doctor it appoints. For the purpose of determining the amount of the percentage rating, it shall use by analogy the values given in Valuation Table B for the bodily injuries which are closest in nature to the bodily injury in question.
14. If a single injury has caused several permanent consequences of different types to the Insured, the total permanent consequences of the injury are assessed by the sum of the percentages for the individual consequences. However, if the individual consequences relate to the same limb, organ or parts thereof, they shall be assessed as a whole, up to the percentage set out in Valuation Table

B for anatomical or functional loss of the relevant limb, organ or parts thereof. If the Insurer has paid indemnity for the permanent consequences of an injury to the extent specified in Valuation Table B for anatomical loss of the relevant limb, organ or parts thereof, then in the case of further injury and permanent consequences on that limb, organ or part it will no longer provide any indemnity.

15. If the permanent consequences of an injury have not stabilised within three years of the date of the accident, the Insurer will assess the extent of the permanent consequences at the end of that period.
16. The amount of the indemnity for the permanent consequences of an injury is determined by the Insurer on the basis of the report on the result of the Insured's medical examination by a doctor appointed by the Insurer. The Insurer relies on the opinion of a doctor who provides it with expert advisory activities.
17. The Insurer shall arrange a medical examination to determine the extent of the permanent consequences of the injury by a doctor appointed by the Insurer at its own expense if, according to the report of the doctor who treated the Insured, supplemented as necessary by an extract from the medical records of the Insured, which the Insurer requests or which the Insured secures from other doctors or medical facilities, it appears that the extent of the permanent consequences of the injury may reach at least 10 % according to Valuation Table B within three years after the date of the accident. Incidental costs associated with the medical examination (e.g., transport costs) shall be borne by the Insured.
18. If the Insured requires additional follow-up examinations, he/she is obliged to bear the costs of such examinations. If the Insurer provides indemnity on the basis of a follow-up examination, it shall reimburse the Insured for the cost of that examination. The Insurer reserves the right to designate the doctor or medical facility where the examination will be performed. Otherwise, the Insurer is not obliged to accept the results of the follow-up examination.
19. The Insurer shall be entitled to review the Insured's health condition at any time during the payment of the pension in the manner set out in paragraphs 15, 16, 20 and 21 of this Article (hereinafter referred to as the "subsequent review") and to request a certificate from a general practitioner or specialist on the Insured's current health condition.
20. If the permanent consequences of an injury relate to a part of the body or organ whose functions were reduced before the accident, their percentage rating will be determined according to Valuation Table B by reducing the total percentage by the percentage corresponding to previous damage, also determined according to Valuation Table B.
21. In cases where it is not possible to determine the extent of the permanent consequences of the injury in accordance with the provisions of paragraphs 15 and 16 of this Article, the Insurer shall determine the amount of the indemnity according to the medical documentation of the Insured.

ARTICLE 10

Exclusions from Insurance

1. The Insurer shall not provide any indemnity:
 - a) if the right to indemnity is to arise for a person who has caused the Insured to suffer an insured event in connection with an act which is a deliberate criminal offence under the Criminal Code and, in the criminal proceedings concerning that act:
 - the pre-trial proceedings have resulted in an indictment or motion for punishment of that person; it is also agreed that this exclusion from insurance shall cease to apply if that person is subsequently acquitted in the criminal proceedings on the basis of a final ruling, in which case the Insurer shall, without undue delay after being notified of that fact, resume the investigation of the insured event; or
 - a final ruling has been issued to suspend the prosecution of that person as a defendant; or
 - a final ruling has been issued to approve a settlement and to discontinue the prosecution of that person as a defendant, or a final ruling has been issued to suspend the filing of a motion to punish that person as a suspect,
 - b) if the right to indemnity is to arise for a person who has caused the Insured to suffer an insured event in connection with an act which is a deliberate criminal offence under the Criminal Code, in a situation where the prosecution of that person has not been initiated or has been discontinued on account of his/her death, and if it is otherwise proven that the person has committed that act,
 - c) if the Insured has caused the insured event or another person has caused the insured event on the Insured's initiative in connection with an act which is a deliberate criminal offence under the Criminal Code and, in the criminal proceedings concerning that act:
 - the pre-trial proceedings have resulted in an indictment or motion for punishment of the Insured or that person; it is also agreed that this exclusion from insurance shall cease to apply if the Insured or that person is subsequently acquitted in the criminal proceedings on the basis of a final ruling, in which case the Insurer shall, without undue delay after being notified of that fact, resume the investigation of the insured event; or
 - a final ruling has been issued to suspend the prosecution of the Insured or that person as a defendant; or
 - a final ruling has been issued to approve a settlement and to discontinue the prosecution of the Insured or that person as a defendant, or a final ruling has been issued to suspend the filing of a motion to punish the Insured or that person as a suspect,
 - d) if the Insured has caused the insured event or another person has caused the insured event on the Insured's initiative in connection with an act which is a deliberate criminal offence under the Criminal Code, in a situation where the prosecution of the Insured or that person has not been initiated or has been discontinued on account of his/her death, and if it is otherwise proven that the Insured or that person has committed that act,
 - e) if the Insured has suffered an insured event in direct or indirect connection with a war conflict, combat or war actions, riots, insurrections, disturbances and terrorist acts,
 - f) if the insured event has occurred as a result of the Insured's suicide or attempted suicide and the insurance under which the right to indemnity is claimed has not been in force continuously for at least two years immediately preceding the suicide or attempted suicide,
 - g) if the insured event has occurred as a result of deliberate self-harm or deliberate action by the Insured,
 - h) if the insured event has occurred or the consequences of the insured event have worsened as a result of deliberate failure to

seek medical care or deliberate disregard for the doctor's advice and recommendations, including the abuse of pharmaceuticals by the Insured or use of pharmaceuticals by the Insured in violation of medical advice,

- i) if the entitled person knowingly provides false or grossly misrepresented material information concerning the scope of the insured event or conceals material information concerning the event when exercising the right to insurance indemnity,
 - j) if the Insured was injured while driving a motor vehicle which does not comply with the requirements of road traffic safety due to its design or technical condition, or the roadworthiness of which has not been approved, or which was used against the official regulations, without the knowledge or against the will of its owner or holder, or which the Insured was not licensed to drive, or where the Insured's driver's licence was suspended at the time,
 - k) if the Insured was injured while participating in or preparing for motor vehicle competitions and races (training) or while engaging in other activities of a similar nature,
 - l) if the Insured was injured in a traffic accident that was not reported to the Police or foreign police,
 - m) if the Insured was not wearing a seat belt at the time when he/she should have been according to generally binding legal regulations,
 - n) if the injury of the Insured was caused by the explosion of transported explosives or other dangerous substances, nuclear energy, radiation of any kind or radioactive contamination,
 - o) if the Insured was injured under the influence of alcohol or narcotic, toxic, psychotropic or other substances capable of adversely affecting a person's psyche or his/her control or cognitive abilities or social behaviour, including pharmaceuticals marked with a prohibition to drive a motor vehicle; the same applies in case the Insured refused to submit to a test for alcohol or any other substance mentioned above when requested to do so.
2. The Insurer shall not provide any insurance indemnity in other cases specified in the Insurance Policy or in the Civil Code.

ARTICLE 11

Indemnity Limitations

1. The Insurer shall be entitled to reduce the indemnity from the insurance in the event of death as a result of an accident or permanent consequences of an injury proportionately in cases where the Insured was at fault in a traffic accident for which the following has been found:
 - a) the Insured was holding or otherwise inappropriately using a telephone or other talking or recording device while driving the vehicle,
 - b) the Insured exceeded the speed limit set by the Road Traffic Act or a road sign in a municipality by 20 km/h or more or outside a municipality by 30 km/h or more,
 - c) the Insured was overtaking another vehicle in cases where this is prohibited under the Road Traffic Act,
 - d) the Insured, while driving a vehicle on a motorway or motor vehicle road, was turning, driving in the opposite direction or reversing in a place where this is not permitted under the Road Traffic Act,
 - e) the Insured entered a railway crossing at a time when it is prohibited by the Road Traffic Act.
2. If, during the term of insurance or during the investigation necessary to determine the extent of the Insurer's obligation to pay indemnity, the Insured revokes his/her consent to the determination and assessment of his/her health condition and/or personal data processing, and this affects the investigation necessary to determine the existence and extent of the Insurer's obligation to pay indemnity, the Insurer shall have the right to reduce the indemnity in proportion to the effect of the revocation on the scope of its obligation to pay indemnity, or to refuse to pay the indemnity, if the Insurer's investigation is prevented by such action of the Insured.
3. If the Policyholder, the Insured or any other person entitled to the indemnity breaches the obligations set out in these ITC or other obligations set out in the Insurance Policy or stipulated by generally binding legal regulations, and if the breach of these obligations had a significant effect on the occurrence of the insured event, its course or on the increase of the extent of its consequences or on the determination or assessment of the amount of the indemnity, the Insurer shall have the right to reduce the indemnity in proportion to the effect of the breach on the extent of its obligation to pay the indemnity.
4. The Insurer shall be entitled to reduce the indemnity by one-half if the insured event has occurred as a result of the Insured's suicide or attempted suicide and if the insurance under which the right to indemnity is claimed has been in force continuously for at least two years immediately preceding the suicide or attempted suicide.
5. The Insurer shall also be entitled to reduce the insurance indemnity in other cases specified in the Insurance Policy or in the Civil Code.

ARTICLE 12

Rights and Obligations of the Parties to Insurance

1. The Insurer is obliged to maintain confidentiality of the facts concerning the insurance of private individuals and legal entities, as well as of the facts that come to its knowledge during the arrangement of insurance, its administration and during the settlement of insured events. It may only disclose this information with the consent of the Insured, or if provided for by generally binding legal regulations.
2. The Insurer is obliged, after notification of an insured event, to start without undue delay the investigation necessary to establish the existence and extent of its obligation to pay and to complete it within three months after the event has been notified to it. If the Insurer cannot complete the investigation within that time limit, it shall inform the notifier why the investigation cannot be completed; if the notifier so requests, the Insurer shall inform him/her of the reasons. The time limit shall not run if the investigation is prevented or hindered through the fault of the entitled person, the Policyholder or the Insured.
3. The Policyholder and the entitled person are obliged to undergo identification and check in accordance with the relevant legislation governing measures against money laundering and financing of terrorism.
4. The Policyholder is further obliged, without undue delay, to:
 - a) notify the Insured (if different from the Policyholder and if the Insured was not present at the taking out of the insurance) that insurance has been arranged for his/her benefit and to inform the Insured of the contents of the Insurance Policy, in particular

- the rights and obligations arising for him/her from the insurance taken out,
- b) notify the Insurer of any change in personal and other identification details or change in the status of a politically exposed person which was ascertained when the insurance was taken out or amended (in particular, a change in the address of the permanent residence), as well as a change in other details which the Policyholder was asked about in this connection; the same applies to the details of the Insured,
 - c) notify the Insurer of the extinction of the insurable interest, stating and documenting the reason for its extinction.
5. The Policyholder is obliged to notify the Insurer without undue delay that an insured event has occurred, to provide a truthful explanation of the occurrence and extent of the consequences of the event, to submit the necessary documents and to proceed in the manner agreed in the Insurance Policy. If the Policyholder is not also the Insured, the Insured or another entitled person shall have this obligation; if the insured event is the death of the Insured, the beneficiary or another entitled person shall have this obligation.
 6. The Policyholder and the Insured are obliged to answer truthfully and completely all written questions from the Insurer concerning the insurance being arranged. This also applies to cases concerning a change of the insurance. The Insurer owes the same duty to the Policyholder and the Insured.
 7. The Insured is obliged to:
 - a) act at all times (in legal and non-legal acts as well as any omissions) so that the insured event does not occur,
 - b) seek medical treatment without undue delay after the injury has occurred,
 - c) comply with all the doctor's instructions relating to the injury treatment and the treatment regimen and avoid any actions that may adversely affect the Insured's health condition or the development of his/her treatment,
 - d) submit to the Insurer all documents, medical reports and opinions that the Insurer requests in the case of an insured event or at any time during the term of insurance, without undue delay,
 - e) allow the Insurer to obtain and process all medical documentation about the Insured, or procure such medical documentation for the Insurer upon the Insurer's request, and release from confidentiality all doctors who have treated or examined the Insured, even for reasons other than the insured event, and authorise them to provide all necessary information to the Insurer,
 - f) under the conditions set out in the Road Traffic Act, report any traffic accident to the Police without delay and inform the Insurer of the results of the police investigation without undue delay,
 - g) in the event of a traffic accident abroad, report the accident to the local foreign police and provide the Insurer with a certified translation of the result of the foreign police investigation without undue delay,
 - h) undergo a medical examination by a doctor designated by the Insurer to determine or review the permanent consequences of the injury and give consent to the Insurer to determine and review the Insured's health condition and to process personal data,
 - i) notify the Insurer without delay at the time of payment of the pension that the percentage rating of the extent of the permanent consequences has fallen below 50 % or that the Insured's health condition has improved significantly and, at the Insurer's request, provide a certificate from a general practitioner or specialist on the Insured's current health condition.
 8. In addition to the rights and obligations set out in these ITC, the parties to insurance shall have the rights and obligations set out in the Insurance Policy and provided for by generally binding legal regulations.

ARTICLE 13

Special Provisions on the Form of Legal Acts and Notifications Relating to Insurance

For the purposes of insurance-related legal acts performed in the manner agreed in the Insurance Policy, the Insurer and the Policyholder have agreed as follows:

- a) The Insurer and the Policyholder have agreed that through the Internet application the parties to insurance may only perform such insurance-related legal acts that the application makes technologically possible at the time of such legal acts.
- b) The activating key for the purposes of insurance taken out under these Insurance Terms and Conditions is a numeric or alphanumeric code delivered to the party to insurance by the Insurer, the correct entering of which is an unbreakable technological requirement of each single access to the Internet application. If any legal act addressed to the Insurer is performed through the Internet application using the activating key, it is presumed that the legal act has been carried out by the party to insurance who has been provided with the activating key by the Insurer. In the interest of the legal safeguard of the parties to insurance, performance of a legal act by the party to insurance addressed to the Insurer through the Internet application may be conditioned, apart from using the activating key, by another security element (e.g., another, i.e., second, numeric or alphanumeric code sent by the Insurer to the party to insurance to perform a legal act, e.g., in the form of a text message to his/her mobile communication device).
- c) Any legal acts by the party to insurance performed through the Internet application shall be considered as delivered to the Insurer, regardless of the fact whether the Insurer has actually got acquainted with their contents, at the moment the contents of such legal acts by the party to insurance are displayed in the Internet application on the Insurer's side, which shall be acknowledged by the Insurer to the party to insurance electronically through the application by means of an informative text confirming receipt of the legal act by the Insurer.
- d) Any legal acts by the Insurer performed through the Internet application shall be considered as delivered to the party to insurance, regardless of the fact whether the party to insurance has actually got acquainted with their contents, at the moment they are delivered to the data space of the party to insurance in the Internet application.
- e) The obligations of all the parties to insurance relating to the use of the Internet application:
 - The party to insurance is responsible for the fact that any insurance-related legal acts or notifications addressed to the Insurer shall only be performed through the Internet application personally by that party to insurance.
 - The party to insurance shall not leave the computer or another communication device through which he/she is using the Internet application unattended during the time he/she is logged into the Internet application, particularly while performing insurance-related legal acts or notifications through the Internet application.
 - The party to insurance shall protect his/her activating key, keep it secret, not communicate it or make it accessible to any third party, and take any usual security measures preventing access of third parties to the activating key.

- The party to insurance shall, immediately after detection of any suspicion of the fact that the activating key could have been disclosed or made accessible to any third party or abused by any third party, notify the Insurer of that suspicion and proceed in accordance with the Insurer's instructions (particularly, e.g., change the activating key at the Insurer's call and in accordance with the Insurer's instructions, etc.).
- The party to insurance shall only use, for utilisation of the Internet application, computers or any other communication devices owned by that party to insurance or legitimately used by that party to insurance and equipped with rightfully (legally) acquired and installed software.

ARTICLE 14	Common Provisions
1. 2. 3. 4. 5. 6. 7. 8. 9. 10.	<p>Insurance-related legal acts, notifications and other communications must be made in the Czech language. All personal documents and documents relating to the insurance must be submitted by the parties to insurance in the Czech language. In case the documents were issued in a foreign language, they must be accompanied by an officially certified translation into the Czech language.</p> <p>All payments made in connection with the insurance, whether by the Policyholder or by the Insurer, as well as the sums insured are stated and paid in the Czech currency and only in the Czech Republic.</p> <p>Any addressed legal actions of the Insurer regarding the insurance made in written paper form and the Insurer's notifications made in written paper form (hereinafter referred to as "documents") shall be delivered to the parties to insurance to their last stated address of their place of actual or declared residence, or to the address of the actual office or the office registered in a public register. In case the Policyholder has stated its mailing address in the Insurance Policy, it expresses its willingness to receive documents to that mailing address, with all legal consequences resulting therefrom, and the documents shall be delivered to that address, but only to an address in the Czech Republic.</p> <p>On the date of the Policyholder's death or dissolution without a legal successor, the Insured shall assume the Policyholder's rights and obligations. However, if the Insured notifies the Insurer within 30 days that he/she is not interested in the continuation of the insurance, the insurance shall terminate on the date of death or dissolution of the Policyholder. The effects of any default against the Insured shall not occur until 15 days have elapsed from the date on which the Insured became aware of his/her assumption of the insurance.</p> <p>Where the Insurance Terms and Conditions refer to generally binding legal regulations, in particular laws, these shall be understood as generally binding legal regulations of the Czech Republic.</p> <p>The Insurance Policy and any insurance taken out under it shall be governed by the laws of the Czech Republic.</p> <p>Any disputes resulting from the insurance or arisen in relation to it shall be, unless an agreement is made, solved by the competent court of the Czech Republic under Czech law.</p> <p>Information on out-of-court settlement of consumer disputes If the party interested in insurance, the Policyholder, the Insured, the entitled person or the beneficiary is a consumer, it is entitled to the so-called out-of-court settlement of consumer disputes. The materially competent authority for the out-of-court settlement of any consumer disputes arising out of insurance types other than life insurance is the Czech Trade Inspection Authority (website: http://www.coi.cz/).</p> <p>If the party interested in insurance, the Policyholder, the Insured, the entitled person or the beneficiary is a consumer, it is entitled to the so-called alternative resolution of disputes relating to a contractual obligation arising out of an Insurance Policy concluded online through an online disputes resolution platform operated by the European Commission and available at http://ec.europa.eu/consumers/odr/. The email address for communication with ČSOB Pojišťovna, a.s., member of the ČSOB Group, which concludes Insurance Policies as the Insurer, is: info@csobpoj.cz.</p> <p>These ITC shall take effect on 16 March 2020.</p>

Indemnity for the permanent consequences of an injury

Item number:	Indication of bodily injury:	Percentage range of bodily injury
Head and sensory injuries		
001	Complete defect in the cranial vault of up to 2 cm ²	up to 5 %
002	Complete defect in the cranial vault of up to 10 cm ²	up to 15 %
003	Complete defect in the cranial vault of more than 10 cm ²	up to 25 %
004	Mild objective symptoms or subjective discomfort as determined by medical observation without objective findings following a severe head injury by degree	5-20 %
005	Serious brain disorders and mental disorders following a severe head injury by degree	20-100 %
006	Subjective discomfort following severe injuries to other parts of the body without objective findings, as determined by medical observation	up to 15 %
007	Traumatic disorder of the facial nerve of a mild degree	up to 12 %
008	Traumatic disorder of the facial nerve of a severe degree	up to 20 %
009	Traumatic damage to the trigeminal nerve of a severe degree	5-15 %
010	Facial damage accompanied by functional impairment or causing pity or disgust, of a mild degree	up to 10 %
011	Facial damage accompanied by functional impairment or causing pity or disgust, of a moderate degree	up to 20 %
012	Facial damage accompanied by functional impairment or causing pity or disgust, of a severe degree	up to 35 %
013	Consequences after a skull base injury	15 %
Damage to the nose or sense of smell		
014	Loss of the tip of the nose	10 %
015	Loss of the entire nose without narrowing	15 %
016	Loss of the entire nose with narrowing	25 %
017	Nasal deformity with functionally significant impairment of patency	up to 10 %
018	Chronic atrophic inflammation of the nasal mucosa after a burn or scald	up to 10 %
019	Perforation of the nasal septum	5 %
020	Chronic suppurative post-traumatic sinusitis	up to 10 %
021	Loss of the sense of smell and taste by range	up to 10 %
Loss of eyes or eyesight		
In the case of total loss of eyesight, the assessment of total permanent consequences cannot be more than 25 % in one eye, more than 75 % in the other eye and more than 100 % in both eyes. However, the permanent damage listed in items 023, 031 to 034, 036, 039 and 040 shall be assessed even above that threshold.		
022	The consequences of eye injuries resulting in reduced visual acuity are assessed according to Auxiliary Table 1	
023	Anatomical loss or atrophy of an eye is added to the established value of permanent visual impairment	5 %
024	Lens loss in one eye (including impaired accommodation) with contact lens tolerance of at least 4 hours per day	15 %
025	Lens loss in one eye (including impaired accommodation) with contact lens tolerance of less than 4 hours per day	18 %
026	Lens loss in one eye (including impaired accommodation) with complete contact lens intolerance	25 %
026a	Lens loss with implantation of artificial lens. Loss of accommodation is included in the assessment. Any reduction in visual acuity can be assessed at the same time in item 022, Table 1	8 %

027	Lens loss in both eyes (including impaired accommodation), unless visual acuity with aphakic correction is worse than 6/12. If worse, the percentage is determined according to Auxiliary Table 1 plus 10 % for the difficulty of wearing the aphakic correction.	15 %
028	Traumatic oculomotor nerve disorder or oculomotor muscle balance disorder by degree	up to 25 %
029	Concentric limitation of the field of vision due to injury is assessed according to Auxiliary Table 2	
030	Other field of vision limitations are assessed according to Auxiliary Table 3	
031	Disruption of tear duct patency in one eye	5 %
032	Disruption of tear duct patency in both eyes	10 %
033	Defective position of eyebrows surgically uncorrectable on one eye	5 %
034	Defective position of eyebrows surgically uncorrectable on both eyes	10 %
035	Pupil dilation and paralysis (in the seeing eye) by degree	2-5 %
035a	Post-traumatic glaucoma	10 %
036	Deformity of the outer segment and its surroundings causing 5% pity or disgust, also ptosis of the upper eyelid if it does not cover the pupil (independent of visual disturbance) in each eye	5 %
037	Traumatic accommodative disorder, unilateral	5-8 %
038	Traumatic accommodative disorder, bilateral	3-5 %
039	Post-traumatic lagophthalmos surgically uncorrectable, unilateral	5-10 %
040	Post-traumatic lagophthalmos surgically uncorrectable, bilateral. When assessing under items 039 and 040, the assessment under 036 cannot be made at the same time.	10-15 %
041	Ptosis of the upper eyelid (in the seeing eye) surgically uncorrectable if it covers the pupil, unilateral	5-25 %
042	Ptosis of the upper eyelid (in the seeing eye) surgically uncorrectable if it covers the pupil, bilateral	30-60 %
Eye damage or hearing impairment		
043	Loss of one pinna	10 %
044	Loss of both pinnae	15 %
045	Permanent post-traumatic perforation of the eardrum without obvious secondary infection	5 %
046	Chronic suppurative otitis media demonstrated as a result of an injury	10-20 %
047	Deformation of the pinna	up to 10 %
048	Unilateral deafness of a mild degree	0 %
049	Unilateral deafness of a moderate degree	up to 5 %
050	Unilateral deafness of a severe degree	up to 12 %
051	Bilateral deafness of a mild degree	up to 10 %
052	Bilateral deafness of a moderate degree	up to 20 %
053	Bilateral deafness of a severe degree	up to 35 %
054	Hearing loss in one ear	15 %
055	Hearing loss in the other ear	25 %
056	Bilateral deafness as a result of a single injury	40 %
057	Unilateral labyrinth failure by degree	10-20 %
058	Bilateral labyrinth failure by degree	30-50 %
Damage to the teeth		
Loss of teeth or part of teeth, only if caused by external violence		
059	For the loss of one tooth	1 %

060	For the loss of each additional tooth	1 %
061	For the loss of part of a tooth if it results in loss of vitality of the tooth	0.5 %
062	For deformity of the front teeth as a result of proven trauma to the temporary teeth, for each permanent tooth damaged	1 %
063	For loss, breakage and damage to dentures and temporary teeth	0 %
Damage to the tongue		
064	Tongue injury conditions with tissue defects or scarring deformities, only if not already assessed under items 068 to 071	15 %
Neck injuries		
065	Narrowing of the larynx or trachea of a mild degree	up to 15 %
066	Narrowing of the larynx or trachea of a moderate degree	up to 30 %
067	Narrowing of the larynx or trachea of a severe degree. In item 067, the assessment under items 068 to 072 cannot be made at the same time	up to 65 %
068	Partial loss of voice	up to 20 %
069	Loss of voice (aphonia)	25 %
070	Loss of speech due to damage to the speech system	30 %
071	Impediment of speech due to damage to the speech system. When assessing under items 068 to 071, the assessment under item 067 or 072 cannot be made at the same time.	10-20 %
072	Condition after tracheotomy with a permanently inserted cannula. When assessing under item 072, the assessment under item 067 or items 068 to 071 cannot be made at the same time.	50 %
Injuries to the chest, lungs, heart or oesophagus		
073	Motility limitation of the chest and clinically verified lung and chest wall adhesions of a mild degree	up to 10 %
074	Motility limitation of the chest and clinically verified lung and chest wall adhesions of a moderate degree	up to 20 %
075	Motility limitation of the chest and clinically verified lung and chest wall adhesions of a severe degree	up to 30 %
076	Other consequences of lung injury according to the degree of impairment of function and capacity, unilateral	15-40 %
077	Other consequences of lung injury according to the degree of impairment of function and capacity, bilateral	25-100 %
078	Cardiovascular disorders (only after direct injury) clinically verified according to the degree of injury	10-100 %
079	Esophageal fistula	30 %
080	Post-traumatic esophageal stricture of a mild degree	up to 10 %
081	Post-traumatic esophageal stricture of a moderate degree	11-30 %
082	Post-traumatic esophageal stricture of a severe degree	31-60 %
Injuries to the abdomen and digestive organs		
083	Damage to the abdominal wall accompanied by a violation of the abdominal press	up to 25 %
084	Digestive organ dysfunction by degree of nutritional impairment	25-100 %
085	Loss of spleen	15 %
085a	Loss of part of the spleen by degree of impairment	up to 15 %
086	Stercoral fistula by location and extent of reaction in the surrounding area	30-60 %
087	Partial anal sphincter non-friability	up to 20 %
088	Complete anal sphincter non-friability	60 %
089	Post-traumatic narrowing of the rectum or anus, of a mild degree	up to 10 %
090	Post-traumatic narrowing of the rectum or anus, of a moderate degree	up to 20 %
091	Post-traumatic narrowing of the rectum or anus, of a severe degree	up to 50 %
Urinary and genital trauma		
092	Loss of one kidney	25 %
092a	Loss of part of a kidney by degree of impairment	up to 25 %

093	Post-traumatic consequences of kidney and urinary tract injuries, including secondary infection of a mild degree	up to 10 %
094	Post-traumatic consequences of kidney and urinary tract injuries, including secondary infection of a moderate degree	up to 20 %
095	Post-traumatic consequences of kidney and urinary tract injuries, including secondary infection of a severe degree	up to 50 %
096	Bladder or urethral fistula. Cannot be assessed at the same time under items 093 to 095.	50 %
097	Chronic urinary tract inflammation and secondary kidney disease	15-50 %
098	Hydrocele	5 %
099	Loss of one testicle (in cryptorchidism, assess as loss of both testicles)	10 %
100	Loss of both testicles or loss of potency before the age of 45	35 %
101	Loss of both testicles or loss of potency at the age of 45-60	20 %
102	Loss of both testicles or loss of potency at the age of over 60	10 %
103	Loss of phallus or severe deformities before the age of 45	up to 40 %
104	Loss of phallus or severe deformities before the age of 60	up to 20 %
105	Loss of phallus or severe deformities at the age of over 60. If assessed according to items 103 to 105, loss of potency cannot be assessed at the same time according to items 100 to 102.	up to 10 %
106	Post-traumatic deformities of the female genital organs	10-50 %
Injuries to the spine and spinal cord		
107	Spinal mobility limitation of a mild degree	up to 10 %
108	Spinal mobility limitation of a moderate degree	up to 25 %
109	Spinal mobility limitation of a severe degree	up to 55 %
110	Post-traumatic damage to the spine, spinal cord, spinal cord plexus and roots with permanent objective signs of impairment of a mild degree, not to be combined with items 107-109	10-25 %
111	Post-traumatic damage to the spine, spinal cord, spinal cord plexus and roots with permanent objective signs of impairment of a moderate degree, not to be combined with items 107-109	26-40 %
112	Post-traumatic damage to the spine, spinal cord, spinal cord plexus and roots with permanent objective signs of impairment of a severe degree, not to be combined with items 107-109	41-100 %
Pelvic injuries		
115	Pelvic ring disorder associated with impaired spinal statics and lower limb function in women under 45 years of age	30-65 %
116	Pelvic ring disorder associated with impaired spinal statics and lower limb function in women over 45 years of age	15-50 %
117	Pelvic ring disorder associated with impaired spinal statics and lower limb function in men	15-50 %
Upper limb injuries		
The values are for right-handed people. For left-handed people, the opposite assessment applies.		
118	Loss of upper limb at the shoulder joint or in the area between the elbow and shoulder joint, right	60 %
118a	Complete shoulder arthroplasty, right	12.5 %
118b	Post-traumatic angular or rotational deformity of the right humerus, for every 5° of deformity	2.5 %
119	Loss of upper limb at the shoulder joint or in the area between the elbow and shoulder joint, left	50 %
119a	Complete shoulder arthroplasty, left	10 %
119b	Post-traumatic angular or rotational deformity of the left humerus, for every 5° of deformity	2 %
120	Complete stiffness of the shoulder joint in an unfavourable position (full adduction, abduction or close to it), right	35 %
121	Complete stiffness of the shoulder joint in an unfavourable position (full adduction, abduction or close to it), left	30 %
122	Complete stiffness of the shoulder in a favourable or near-favourable position (abduction 50° to 70°, forward raise 40° to 45° and internal rotation 20°), right	30 %

123	Complete stiffness of the shoulder in a favourable or near-favourable position (abduction 50° to 70°, forward raise 40° to 45° and internal rotation 20°), left	25 %
124	Shoulder joint mobility limitation of a mild degree (upward and forward raise, incomplete forward raise above 135°), right	5 %
125	Shoulder joint mobility limitation of a mild degree (upward and forward raise, incomplete forward raise above 135°), left	4 %
126	Shoulder joint mobility limitation of a moderate degree (upward and forward raise up to 135°), right	10 %
127	Shoulder joint mobility limitation of a moderate degree (upward and forward raise up to 135°), left	8 %
128	Shoulder joint mobility limitation of a severe degree (upward and forward raise up to 90°), right	18 %
129	Shoulder joint mobility limitation of a severe degree (upward and forward raise up to 90°), left	15 %
130	In the case of shoulder joint mobility limitations of a mild, moderate or severe degree, the assessment under items 124 to 129 shall be increased by one-third when rotational movements are also restricted. Limitation of rotation only to be compensated at 1/3 of the mild limitation according to items 124, 125	
131	False joint of the humerus, right	40 %
132	False joint of the humerus, left	33.5 %
133	Chronic inflammation of the bone marrow only after open injuries or after surgical procedures necessary to treat the consequences of an injury to the humerus, right	30 %
134	Chronic inflammation of the bone marrow only after open injuries or after surgical procedures necessary to treat the consequences of an injury to the humerus, left	25 %
135	Post-traumatic instability of the shoulder joint, right	20 %
136	Post-traumatic instability of the shoulder joint, left	16.5 %
137	Unrepaired sternoclavicular dislocation except for possible malfunction, right	3 %
138	Unrepaired sternoclavicular dislocation except for possible malfunction, left	2.5 %
139	Unrepaired acromioclavicular dislocation except for possible shoulder joint malfunction, right	6 %
140	Unrepaired acromioclavicular dislocation except for possible shoulder joint malfunction, left	5 %
141	The permanent consequences following a supraspinatus tear are assessed by the loss of function of the shoulder joint	
142	Permanent consequences after rupture of the tendon of the long head of the biceps muscle with intact function of the shoulder and elbow joints, right	3 %
143	Permanent consequences after rupture of the tendon of the long head of the biceps muscle with intact function of the shoulder and elbow joints, left	2.5 %
Damage to the elbow joint and forearm area		
144	Complete stiffness of the elbow joint in an unfavourable position (full extension or full flexion and positions close to them), right	30 %
144a	Complete elbow joint arthroplasty, right	13 %
145	Complete stiffness of the elbow joint in an unfavourable position (full extension or full flexion and positions close to them), left	25 %
145a	Complete elbow joint arthroplasty, left	10 %
146	Complete stiffness of the elbow joint in a favourable or near-favourable position (90° to 95° flexion), right	20 %
147	Complete stiffness of the elbow joint in a favourable or near-favourable position (90° to 95° flexion), left	16.5 %
148	Elbow joint mobility limitation of a mild degree, right	up to 6 %
149	Elbow joint mobility limitation of a mild degree, left	up to 5 %
150	Elbow joint mobility limitation of a moderate degree, right	up to 12 %
151	Elbow joint mobility limitation of a moderate degree, left	up to 10 %
152	Elbow joint mobility limitation of a severe degree, right	up to 18 %
153	Elbow joint mobility limitation of a severe degree, left	up to 15 %

154	Complete stiffness of the radioulnar joints (with inability to adduct or abduct the forearm) in an unfavourable position or in positions close to it (in maximal pronation or supination – in extreme adduction or abduction), right	20 %
155	Complete stiffness of the radioulnar joints (with inability to adduct or abduct the forearm) in an unfavourable position or in positions close to it (in maximal pronation or supination – in extreme adduction or abduction), left	16 %
156	Complete stiffness of the radioulnar joints in a favourable position (middle position or slight pronation), right	up to 20 %
157	Complete stiffness of the radioulnar joints in a favourable position (middle position or slight pronation), left	up to 16 %
158	Limitation of adduction and abduction of the forearm of a mild degree, right	up to 5 %
159	Limitation of adduction and abduction of the forearm of a mild degree, left	up to 4 %
160	Limitation of adduction and abduction of the forearm of a moderate degree, right	up to 10 %
161	Limitation of adduction and abduction of the forearm of a moderate degree, left	up to 8 %
162	Limitation of adduction and abduction of the forearm of a severe degree, right	up to 20 %
163	Limitation of adduction and abduction of the forearm of a severe degree, left	up to 16 %
164	False joint in both forearm bones, right	40 %
165	False joint in both forearm bones, left	35 %
166	False joint in the radius, right	30 %
167	False joint in the radius, left	25 %
168	False joint in the ulna, right	20 %
169	False joint in the ulna, left	15 %
170	Chronic inflammation of the bone marrow of the forearm bones only after open injuries or after surgical procedures necessary to treat the consequences of injuries, right	27.5 %
171	Chronic inflammation of the bone marrow of the forearm bones only after open injuries or after surgical procedures necessary to treat the consequences of injuries, left	22.5 %
172	Wobbly elbow joint, right	up to 15 %
173	Wobbly elbow joint, left	up to 10 %
174	Loss of forearm with preserved elbow joint, right	55 %
175	Loss of forearm with preserved elbow joint, left	45 %
Loss of or damage to the hand		
176	Loss of hand at wrist, right	50 %
177	Loss of hand at wrist, left	42 %
177a	Endoprosthesis of the small joints of the upper limb, right	3 %
177b	Endoprosthesis of the small joints of the upper limb, left	2 %
178	Loss of all fingers of the hand, possibly including the metacarpal bones, right	up to 50 %
179	Loss of all fingers of the hand, possibly including the metacarpal bones, left	up to 42 %
180	Loss of the fingers of the hand except the thumb or including the metacarpal bones, right	up to 45 %
181	Loss of the fingers of the hand except the thumb or including the metacarpal bones, left	up to 42 %
182	Complete stiffness of the wrist in an unfavourable position or in positions close to it (complete dorsal or palmar flexion of the hand), right	30 %
183	Complete stiffness of the wrist in an unfavourable position or in positions close to it (complete dorsal or palmar flexion of the hand), left	25 %
184	Complete stiffness of the wrist in a favourable position (dorsal flexion 20° to 40°), right	20 %
185	Complete stiffness of the wrist in a favourable position (dorsal flexion 20° to 40°), left	17 %
186	False joint in the scaphoid bone, right. Cannot be assessed at the same time under items 188 to 193.	15 %

187	False joint in the scaphoid bone, left. Cannot be assessed at the same time under items 188 to 193.	12.5 %
188	Wrist mobility limitation of a mild degree, right	up to 6 %
189	Wrist mobility limitation of a mild degree, left	up to 5 %
190	Wrist mobility limitation of a moderate degree, right	up to 12 %
191	Wrist mobility limitation of a moderate degree, left	up to 10 %
192	Wrist mobility limitation of a severe degree, right	up to 20 %
192a	Wrist wobble by degree, right	up to 12 %
193	Wrist mobility limitation of a severe degree, left	up to 17 %
193a	Wrist wobble by degree, left	up to 10 %
Damage to the thumb		
194	Loss of the end link of the thumb, right	9 %
195	Loss of the end link of the thumb, left	7.5 %
196	Loss of thumb with metacarpal bone, right	25 %
197	Loss of thumb with metacarpal bone, left	21 %
198	Loss of both thumb links, right	18 %
199	Loss of both thumb links, left	15 %
200	Complete stiffness of the interphalangeal joint of the thumb in an unfavourable position (extreme flexion), right	8 %
201	Complete stiffness of the interphalangeal joint of the thumb in an unfavourable position (extreme flexion), left	7 %
202	Complete stiffness of the interphalangeal joint of the thumb in an unfavourable position (hyperextension), right	7 %
203	Complete stiffness of the interphalangeal joint of the thumb in an unfavourable position (hyperextension), left	6 %
204	Complete stiffness of the interphalangeal joint of the thumb in a favourable position (slight bending), right	6 %
205	Complete stiffness of the interphalangeal joint of the thumb in a favourable position (slight bending), left	5 %
206	Complete stiffness of the base joint of the thumb, right	6 %
207	Complete stiffness of the base joint of the thumb, left	5 %
208	Complete stiffness of the carpometacarpal joint of the thumb in an unfavourable position (complete abduction or adduction), right	9 %
209	Complete stiffness of the carpometacarpal joint of the thumb in an unfavourable position (complete abduction or adduction), left	7.5 %
210	Complete stiffness of the carpometacarpal joint of the thumb in a favourable position (slight opposition), right	6 %
211	Complete stiffness of the carpometacarpal joint of the thumb in a favourable position (slight opposition), left	5 %
212	Permanent consequences from a poorly healed Bennett fracture with ongoing subluxation, except for indemnity for impaired function, right	3 %
213	Permanent consequences from a poorly healed Bennett fracture with ongoing subluxation, except for indemnity for impaired function, left	2.5 %
214	Complete stiffness of all thumb joints in an unfavourable position, right	25 %
215	Complete stiffness of all thumb joints in an unfavourable position, left	21 %
216	Thumb grip impairment with interphalangeal joint mobility limitation of a mild degree, right	up to 2 %
217	Thumb grip impairment with interphalangeal joint mobility limitation of a mild degree, left	up to 1.5 %
218	Thumb grip impairment with interphalangeal joint mobility limitation of a moderate degree, right	up to 4 %
219	Thumb grip impairment with interphalangeal joint mobility limitation of a moderate degree, left	up to 3 %
220	Thumb grip impairment with interphalangeal joint mobility limitation of a severe degree, right	up to 6 %
221	Thumb grip impairment with interphalangeal joint mobility limitation of a severe degree, left	up to 5 %
222	Thumb grip impairment with base joint mobility limitation of a mild degree, right	up to 2 %

223	Thumb grip impairment with base joint mobility limitation of a mild degree, left	up to 1.5 %
224	Thumb grip impairment with base joint mobility limitation of a moderate degree, right	up to 4 %
225	Thumb grip impairment with base joint mobility limitation of a moderate degree, left	up to 3 %
226	Thumb grip impairment with base joint mobility limitation of a severe degree, right	up to 6 %
227	Thumb grip impairment with base joint mobility limitation of a severe degree, left	up to 5 %
228	Thumb grip impairment with carpometacarpal joint mobility limitation of a mild degree, right	up to 3 %
229	Thumb grip impairment with carpometacarpal joint mobility limitation of a mild degree, left	up to 2.5 %
230	Thumb grip impairment with carpometacarpal joint mobility limitation of a moderate degree, right	up to 6 %
231	Thumb grip impairment with carpometacarpal joint mobility limitation of a moderate degree, left	up to 5 %
232	Thumb grip impairment with carpometacarpal joint mobility limitation of a severe degree, right	up to 9 %
233	Thumb grip impairment with carpometacarpal joint mobility limitation of a severe degree, left	up to 7.5 %
Damage to the index finger		
234	Loss of the end link of the index finger, right	4 %
235	Loss of the end link of the index finger, left	3.5 %
236	Loss of two links of the index finger, right	8 %
237	Loss of two links of the index finger, left	6.5 %
238	Loss of all three links of the index finger, right	12 %
239	Loss of all three links of the index finger, left. When assessing under items 234 to 239, the impairment of grip function under items 246-251 cannot be assessed at the same time.	10 %
240	Loss of index finger with metacarpal bone, right	15 %
241	Loss of index finger with metacarpal bone, left	12.5 %
242	Complete stiffness of all three joints of the index finger in extreme extension, right	12 %
243	Complete stiffness of all three joints of the index finger in extreme extension, left	10 %
244	Complete stiffness of all three joints of the index finger in extreme flexion, right	15 %
245	Complete stiffness of all three joints of the index finger in extreme flexion, left	12.5 %
246	Impairment of index finger grip function; 1 to 2 cm missing before complete gripping in the palm, right	4 %
246a	Impairment of index finger grip function; 2 to 3 cm missing before complete gripping in the palm, right	6 %
247	Impairment of index finger grip function; 1 to 2 cm missing before complete gripping in the palm, left	3.5 %
247a	Impairment of index finger grip function; 2 to 3 cm missing before complete gripping in the palm, left	4 %
248	Impairment of index finger grip function; 3 to 4 cm missing before complete gripping in the palm, right	8 %
249	Impairment of index finger grip function; 3 to 4 cm missing before complete gripping in the palm, left	6 %
250	Impairment of index finger grip function; over 4 cm missing before complete gripping in the palm, right	10 %
251	Impairment of index finger grip function; over 4 cm missing before complete gripping in the palm, left	8 %
252	Inability to fully extend one or both of the interphalangeal joints of the index finger with intact grip function, right	1.5 %
253	Inability to fully extend one or both of the interphalangeal joints of the index finger with intact grip function, left	1 %
254	Inability to fully extend the base joint of the index finger with impaired abduction, right	2.5 %

255	Inability to fully extend the base joint of the index finger with impaired abduction, left	2 %
Damage to the middle finger, ring finger and little finger		
256	Loss of the whole finger with associated metacarpal bone, right	9 %
257	Loss of the whole finger with associated metacarpal bone, left	7.5 %
258	Loss of all three links of the finger or two links with stiffness of the base joint, right	8 %
258a	Loss of two links of the finger with preserved function of the base joint, right	5 %
259	Loss of all three links of the finger or two links with stiffness of the base joint, left	6 %
259a	Loss of two links of the finger with preserved function of the base joint, left	4 %
260	Loss of the end link of one of these fingers, right	3 %
261	Loss of the end link of one of these fingers, left. When assessing under items 258 to 261, the impairment of grip function under items 264-269 cannot be assessed at the same time.	2.5 %
262	Complete stiffness of all three joints of one of these fingers in extreme extension or flexion (in a position preventing the function of adjacent fingers), right	8 %
263	Complete stiffness of all three joints of one of these fingers in extreme extension or flexion (in a position preventing the function of adjacent fingers), left	6 %
264	Impairment of finger grip function; 1 to 2 cm missing before complete gripping in the palm, right	2 %
264a	Impairment of finger grip function; 2 to 3 cm missing before complete gripping in the palm, right	4 %
265	Impairment of finger grip function; 1 to 2 cm missing before complete gripping in the palm, left	1.5 %
265a	Impairment of finger grip function; 2 to 3 cm missing before complete gripping in the palm, left	3 %
266	Impairment of finger grip function; 3 to 4 cm missing before complete gripping in the palm, right	6 %
267	Impairment of finger grip function; 3 to 4 cm missing before complete gripping in the palm, left	5 %
268	Impairment of finger grip function; over 4 cm missing before complete gripping in the palm, right	8 %
269	Impairment of finger grip function; over 4 cm missing before complete gripping in the palm, left	6 %
270	Inability to fully extend one of the interphalangeal joints with intact finger grip function, right	1 %
271	Inability to fully extend one of the interphalangeal joints with intact finger grip function, left	0.5 %
272	Inability to fully extend the base joint of the finger with impaired abduction, right	1.5 %
273	Inability to fully extend the base joint of the finger with impaired abduction, left	1 %
Traumatic nerve disorders of the upper limb		
The assessment already includes possible vasomotor and trophic disorders.		
274	Traumatic axillary nerve disorder, right	up to 30 %
275	Traumatic axillary nerve disorder, left	up to 25 %
276	Traumatic disorder of the radial nerve trunk with involvement of all innervated muscles, right	up to 45 %
277	Traumatic disorder of the radial nerve trunk with involvement of all innervated muscles, left	up to 37.5 %
278	Traumatic radial nerve disorder with preservation of trigeminal muscle function, right	up to 35 %
279	Traumatic radial nerve disorder with preservation of trigeminal muscle function, left	up to 27.5 %
280	Traumatic musculocutaneous nerve disorder, right	up to 30 %
281	Traumatic musculocutaneous nerve disorder, left	up to 20 %
282	Traumatic disorder of the ulnar nerve trunk with involvement of all innervated muscles, right	up to 40 %

283	Traumatic disorder of the ulnar nerve trunk with involvement of all innervated muscles, left	up to 33 %
284	Traumatic disorder of the distal part of the ulnar nerve with preservation of ulnar carpal flexor function and part of the deep finger flexor, right	up to 30 %
285	Traumatic disorder of the distal part of the ulnar nerve with preservation of ulnar carpal flexor function and part of the deep finger flexor, left	up to 25 %
286	Traumatic disorder of the median nerve trunk with involvement of all innervated muscles, right	up to 30 %
287	Traumatic disorder of the median nerve trunk with involvement of all innervated muscles, left	up to 25 %
288	Traumatic disorder of the distal part of the median nerve with involvement mainly of the thenar muscles, right	up to 15 %
289	Traumatic disorder of the distal part of the median nerve with involvement mainly of the thenar muscles, left	up to 12.5 %
290	Traumatic disorder of all three nerves (or the whole brachial plexus), right	up to 60 %
291	Traumatic disorder of all three nerves (or the whole brachial plexus), left	up to 50 %
Lower limb injuries		
292	Loss of one lower limb at the hip joint or in the area between the hip and knee joints	50 %
293	False joint in the femoral neck or necrosis of the femoral head	40 %
294	Hip arthroplasty (excluding assessment of joint mobility limitation)	15 %
295	Chronic inflammation of the bone marrow of the femur only after open fractures or after surgical procedures necessary to treat the consequences of an injury	25 %
296	Shortening of one lower limb up to 2 cm	0 %
297	Shortening of one lower limb up to 4 cm	5 %
298	Shortening of one lower limb up to 6 cm	up to 15 %
299	Shortening of one lower limb over 6 cm	up to 25 %
300	Post-traumatic deformities of the femur (fractures healed with axial or rotational deviation), for every full 5° of deviation (proven by X-ray). Deviations over 45° are assessed as loss of limb. When assessing axial deviation, the relative shortening of the limb cannot be taken into account at the same time.	5 %
301	Complete stiffness of the hip joint in an unfavourable position (full adduction or abduction, extension or flexion and positions close to these)	40 %
302	Complete stiffness of the hip joint in a favourable position (slight abduction and basic position or slight flexion)	30 %
303	Hip joint mobility limitation of a mild degree	up to 10 %
304	Hip joint mobility limitation of a moderate degree	up to 20 %
305	Hip joint mobility limitation of a severe degree	up to 30 %
Damage to the knee		
306	Complete stiffness of the knee in an unfavourable position (complete extension or bending beyond 20°)	30 %
307	Complete stiffness of the knee in an unfavourable position (bending over 30°)	45 %
308	Complete stiffness of the knee in a favourable position	up to 30 %
309	Endoprosthesis in the knee joint area (excluding assessment of joint mobility limitation)	15 %
310	Knee joint mobility limitation of a mild degree	up to 10 %
311	Knee joint mobility limitation of a moderate degree	up to 15 %
312	Knee joint mobility limitation of a severe degree	up to 25 %
313	Insufficiency of the internal collateral ligament of the knee	up to 5 %
313a	Insufficiency of the external collateral ligament of the knee	up to 5 %
314	Insufficiency of the anterior cruciate ligament of the knee	up to 15 %
314a	Insufficiency of the posterior cruciate ligament of the knee	up to 10 %

315	Permanent consequences after soft knee injury with symptoms of meniscal damage of a mild and moderate degree (no evidence of blockages)	up to 5 %
316	Permanent consequences after soft knee injury with symptoms of meniscal damage of a severe degree (with evidence of recurrent blockages)	up to 10 %
317	Permanent consequences after surgical removal of one meniscus according to the extent of the removed part	up to 5 %
318	Permanent consequences after surgical removal of both menisci according to the extent of the removed part	up to 10 %
318a	Permanent consequences after removal of the kneecap	10 %
Damage to the crus		
319	Loss of the lower limb at the crus with preservation of the knee	45 %
320	Loss of the lower limb at the crus with stiff knee joint	50 %
321	False joint in tibia or both tibia and fibula	30 %
322	Chronic inflammation of the bone marrow of the crus only after open injuries or after surgical procedures necessary to treat the consequences of an injury	22.5 %
323	Post-traumatic deformities of the crus resulting from the healing of fractures in axial or rotational deviation (deviations must be demonstrated on X-ray); for every full 5°. Deviations over 45° are assessed as loss of the crus. When assessing axial deviation, the relative shortening of the limb cannot be taken into account at the same time.	5 %
Damage in the ankle joint area		
324	Loss of leg at or below the ankle joint	40 %
325	Loss of foot at Chopart's joint with arthrodesis of the ankle	30 %
326	Loss of foot at Chopart's joint with stump in plantar flexion	40 %
327	Loss of foot at or below the Lisfranc joint	25 %
328	Complete stiffness of the ankle joint in an unfavourable position (dorsal flexion or greater degrees of plantar flexion)	30 %
329	Complete stiffness of the ankle joint in the right-angled position	25 %
330	Complete stiffness of the ankle joint in a favourable position (flexion about 5°)	20 %
331	Ankle joint mobility limitation of a mild degree	up to 6 %
332	Ankle joint mobility limitation of a moderate degree	up to 12 %
333	Ankle joint mobility limitation of a severe degree	up to 20 %
334	Complete loss of pronation and supination of the leg	15 %
335	Limitation of pronation and supination of the leg	up to 12 %
336	Wobbling of the ankle joint	up to 15 %
337	Flat or bow foot due to injury and other post-traumatic deformities in the ankle and leg area	up to 25 %
338	Chronic inflammation of the bone marrow in the tarsal and metatarsal region and the calcaneus only after open injuries or after surgical procedures necessary to treat the consequences of an injury	15 %
Damage in the foot area		
339	Loss of all toes	15 %
340	Loss of both links of the big toe	10 %
341	Loss of both links of the big toe with the metatarsal bone or part of it	15 %
342	Loss of the end link of the big toe	3 %
343	Loss of another toe (including the little toe); for each toe	2 %
344	Loss of the little toe with the metatarsal bone or part of it	10 %
345	Complete stiffness of the interphalangeal joint of the big toe	3 %
346	Complete stiffness of the base joint of the big toe	7 %
347	Complete stiffness of both joints of the big toe	10 %
348	Limitation of mobility of the interphalangeal joint of the big toe	up to 3 %
349	Limitation of mobility of the base joint of the big toe	up to 7 %
350	Impairment of the function of any toe other than the big toe; for each toe	1 %

351	Post-traumatic circulatory and trophic disorders in one lower limb	up to 15 %
352	Post-traumatic circulatory and trophic disorders in both lower limbs	up to 30 %
353	Post-traumatic atrophy of the lower limb musculature with unrestricted range of motion at the joint, at the thigh	up to 5 %
354	Post-traumatic atrophy of the lower limb musculature with unrestricted range of motion at the joint, at the crus	up to 3 %
Traumatic nerve disorders of the lower limb		
The assessment already includes possible vasomotor and trophic disorders.		
355	Traumatic sciatic nerve disorder	up to 50 %
356	Traumatic femoral nerve disorder	up to 30 %
357	Traumatic obturator nerve disorder	up to 20 %
358	Traumatic disorder of the tibial nerve trunk with involvement of all innervated muscles	up to 35 %
359	Traumatic distal tibial nerve disorder with impairment of toe function	up to 5 %
360	Traumatic disorder of the calf nerve trunk with involvement of all innervated muscles	up to 30 %
361	Traumatic disorder of the deep branch of the calf nerve	up to 20 %
362	Traumatic disorder of the superficial branch of the calf nerve	up to 10 %
Miscellaneous		
363	Extensive superficial scarring (not including joint dysfunction) from 1 % to 15 % of body surface area	up to 10 %
364	Extensive superficial scarring (not including joint dysfunction) over 15 % of body surface area	up to 40 %
365	Damage to the surface of the body (other than the face) giving rise to pity or disgust or mental disorder (injury) established by medical observation following injury to various parts of the body (other than the head)	up to 10 %

Auxiliary tables for the assessment of permanent visual impairment

Table 1		Indemnity for permanent bodily injury with reduced visual acuity with optimal spectacle correction											
	6/6	6/9	6/12	6/15	6/18	6/24	6/30	6/36	6/60	3/60	1/60	0	
Percentage of permanent bodily injury indemnity													
6/6	0	2	4	6	9	12	15	18	21	23	24	25	
6/9	2	4	6	8	11	14	18	21	23	25	27	30	
6/12	4	6	9	11	14	18	21	24	27	30	32	35	
6/15	6	8	11	15	18	21	24	27	31	35	38	40	
6/18	9	11	14	18	21	25	28	32	38	43	47	50	
6/24	12	14	18	21	25	30	35	41	47	52	57	60	
6/30	15	18	21	24	28	35	42	49	56	62	68	70	
6/36	18	21	24	27	32	41	49	58	66	72	77	80	
6/60	21	23	27	31	38	47	56	66	75	83	87	90	
3/60	23	25	30	35	43	52	62	72	83	90	95	95	
1/60	24	27	32	38	47	57	68	77	87	95	100	100	
0	25	30	35	40	50	60	70	80	90	95	100	100	

If, before the injury, the visual acuity was so reduced that it corresponds to a disability of more than 75 % and the injury has caused blindness in the better eye, or if, before the injury, one eye was blind and the other had a visual acuity worse than 75 % of the disability and blindness in that eye has occurred, indemnity shall be payable at the rate of 25 %.

Table 2	Indemnity for permanent bodily injury in the event of concentric narrowing of the field of vision		
degree of narrowing	of one eye	of both eyes equally	of one eye with blindness in the other
Percentage of permanent bodily injury indemnity			
degree of concentric narrowing			

60°	0	10	40
50°	5	25	50
40°	10	35	60
30°	15	45	70
20°	20	55	80
10°	23	75	90
5°	25	100	100

If one eye was blind before the injury and the other eye had a 25% or more concentric narrowing and there is total or virtual blindness or a 5° narrowing of the field of vision in that eye, indemnity shall be payable at 25 %.

Table 3	Indemnity for permanent bodily injury in the event of non-concentric narrowing of the field of vision
Hemianopsia	Percentage
homonymous left-sided	35
homonymous right-sided	45
binasal	10
bitemporal	60-70
upper bilateral	10-15
lower bilateral	30-50
nasal unilateral	6
unilateral temporal	15-20
unilateral upper	5-10
unilateral lower	10-20
quadrant nasal upper	4
quadrant nasal lower	6
quadrant temporal upper	6
quadrant temporal lower	12

Central scotoma, both unilateral and bilateral, is assessed according to visual acuity.