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## Special Terms and Conditions

Concerning Insurance for Holders of EURO26 POLSKA Cards – index EUROP/17/09/08

Form for the Special Terms and Conditions of Insurance for Holders of EURO26 POLSKA Cards – index EUROP/17/09/08

Information prepared pursuant to Article 17(1) of the Act of 11 September 2015 on Insurance and Reinsurance Activities

Type of information	References to the contract template
Rationale for the payment of compensation and other benefits or the surrender value of the insurance	§ 5 section 1 § 6 § 7 sections 1 and 2 § 8 section 1 § 9 § 10 § 11 § 14 § 15 taking into account the definitions in § 2
Limitations of and exceptions to the insurance company's liability authorising it to refuse or reduce the payment of compensation and other benefits	§ 7 sections 3, 4 and 5 § 11 sections 4, 5 and 7 § 13 § 16 section 2 § 18 § 24 section 4 § 25 taking into account the definitions in § 2

## CHAPTER I

### General provisions

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#### § 1

These Special Terms and Conditions of Insurance for Holders of EURO26 POLSKA Cards (hereinafter: "SWU") shall be applied to insurance contracts concluded between AXA Ubezpieczenia Towarzystwo Ubezpieczeń i Reasekuracji S.A. and Impact Sp. z o.o., pursuant to which Holders of EURO26 POLSKA, POLSKA EXTRA, POLSKA SPORT and POLSKA SPORT EXTRA Cards are provided with insurance coverage by AXA Ubezpieczenia Towarzystwo Ubezpieczeń i Reasekuracji S.A.

#### § 2

The terms listed below shall have the following meaning in these SWU:

- 1) **amateur summer and winter sports** – recreational sports practised in summer or winter in designated locations (on slopes, runs or in water areas) such as: skiing, snowboarding, surfing, windsurfing, kitesurfing, wakeboarding, as well as team-building activities;
- 2) **disability** – permanent impairment of the Insured organism's functions listed in the Table of Disabilities contained in § 6 herein;
- 3) **EURO26 Card** – a card confirming the membership of a natural person between 5 and 31 years old in the Polish Youth Projects Association; in the case where a member files an application for being covered by insurance, a EURO26 Card and the accompanying certificate constitute an insurance document;
- 4) **physical rehabilitation costs** – costs incurred by the Insured within the territory of the Republic of Poland (hereinafter: RP) in connection with consultations and physical therapies prescribed by an attending physician, as well as rental or purchase of rehabilitation and orthopaedic equipment, prescribed and registered in the medical documentation;
- 5) **personal accident** – a sudden event caused by an external factor, as a result of which the Insured, regardless of their will, sustained a bodily injury or a disorder of the health, or died;
- 6) **bodily injury** – injury of organs or systems of the Insured caused by a personal accident;
- 7) **relative** – a spouse, cohabitant, children (also adopted), siblings and parents of the Insured;
- 8) **hospitalisation** – hospitalisation lasting continuously for at least 24 hours to treat bodily injuries; as defined herein hospitalisation commences on the day the Insured is admitted to hospital and ends on the day the Insured is discharged from hospital;
- 9) **Holder of EURO26 Card** – a person between 5 and 30 years old at the moment of becoming a member of the Polish Youth Projects Association;
- 10) **extreme sports** – sport activities that require extraordinary skills and abilities, courage and facing a high level of risk, including in particular air sports (sky diving, bungee jumping, hang gliding, gliding, aircraft pilotage) as well as mountain biking, speleology, ski jumping, mogul skiing, freestyle skiing, and heli-skiing;
- 11) **high-risk sports** – motor sports (quad biking, snowmobiling and riding other land vehicles), power boating (water scootering, water skiing, riding motor boats and other water sports which use motor vehicles), horseback riding, polo, hunting, scuba diving, rafting or other water sports practised on mountain rivers, mountain climbing, indoor and outdoor climbing, martial arts and all kind of defensive sports, trekking at altitudes above 3,000 m above sea level, skiing or snowboarding outside the pistes designated for that purpose;
- 12) **sum insured** – an upper limit of the Insurance Company's liability defined for particular types of risks;
- 13) **hospital** – an in-patient health care institution operating in accordance with applicable provisions of law, whose task is to provide medical health care services and treatment as well as surgery by qualified nurses and physicians 24 hours a day; within the meaning of these SWU, hospital shall not mean a social care facility, psychiatric hospital, hospice, alcohol, drugs and other substance abuse clinics, sanatorium, spa, recreation and rehabilitation centres;
- 14) **Insurance Company** – AXA Ubezpieczenia Towarzystwo Ubezpieczeń i Reasekuracji S.A. with its registered office in Warsaw;
- 15) **Insuring Entity** – Impact Sp. z o.o.;
- 16) **Insured** – a Holder of a EURO26 Card;
- 17) **Stroke** – a sudden, and as a result permanent, damage to cerebral tissue resulting from blood extravasation, ischemia or embolism of an intracranial artery with a material originating from the cardiovascular system, resulting in the occurrence of neurological deficits lasting no shorter than 24 hours and confirmed by medical examination. Exclusions: episodes of temporary ischemia of the central nervous system (CNS) and a stroke not leaving permanent damage to CNS functions. The diagnosis of permanent damage to CNS should be confirmed by an examination carried out by a specialist neurologist and by the results of computer tomography and/or magnetic resonance, no earlier than 8 weeks from the time of occurrence of the first symptoms;
- 18) **Insurance contract** – an insurance contract entered into by and between the Insured and the Insurance Company;
- 19) **Beneficiary** – a person authorised to receive the benefit in the case of death of the Insured, designated by name by the Insured; if at the time of the Insured's death there is no Beneficiary or all of the Beneficiaries have lost their entitlement to the benefit, the following persons are entitled to receive the benefit, in the following order:
  - a) **spouse** – in full, or in his/her absence
  - b) **children** – equally in the absence of the spouse, or in their absence
  - c) **parents** – equally in the absence of the spouse and children, or in their absence
  - d) **siblings** – equally in the absence of the spouse, children and parents, or in their absence
  - e) **heirs** – in the parts they inherit from the Insured, in the absence of the spouse, children, parents and siblings;
- 20) **health impairment** – permanent physical impairment of the Insured, resulting in a defect of the organism, defined as a percentage on the basis of the Table of Impairments specified in § 7 hereof;
- 21) **loss** – amputation or total and permanent loss of an organ's function;
- 22) **working** – undertaking any activities by the Insured in order to earn money; as defined herein, working shall also mean non-profit activity (volunteering, work placement);
- 23) **heart attack** – the occurrence of limited myocardial necrosis as a result of acute ischemia in a part of the heart. Diagnosis must be confirmed by the rise or fall of a cardiac biomarker blood test (Troponin I, Troponin T and CK-MB) with at least one level above the 99th percentile of the upper reference limit, plus at least one of the following cardiac symptoms of myocardial ischemia:
  - a) typical clinical symptoms of myocardial infarction;
  - b) one of the following ECG recordings indicating acute myocardial ischemia: the newly created ST segment elevation or depression, T-wave inversion, a new pathological Q wave or newly created left bundle branch block;the insurance does not cover any other acute coronary syndromes;
- 24) **practising professional and competitive sports** – practising sports regularly and intensively, i.e. participation in training practice, competitions, fitness camps due to membership in sport clubs as well as profiting from this sport activity, participating in trips to places of extreme climate or natural conditions or in expeditions, i.e. organised travel aimed at fulfilling the assigned sports or scientific tasks.

### Subject and scope of insurance

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#### § 3

1. The insurance for holders of EURO26 POLSKA or POLSKA EXTRA Cards includes:
  - 1) consequences of personal accidents;
  - 2) private third-party liability.

2. The insurance for holders of EURO26 POLSKA SPORT or POLSKA SPORT EXTRA Cards includes:
  - 1) consequences of personal accidents;
  - 2) private third-party liability;
  - 3) third-party liability associated with practising sports.
3. The POLSKA, POLSKA EXTRA, POLSKA SPORT and POLSKA SPORT EXTRA insurance variants feature different scopes of coverage (extended Table of Impairments, different sums insured for personal accident insurance, additional third party liability associated with practising sports and insurance of sport activities in POLSKA SPORT or POLSKA SPORT EXTRA variants). Practising amateur summer and winter sports, practising high-risk sports, practising professional and competitive sports and practising extreme sports shall be excluded from the POLSKA insurance variant. Practising amateur summer and winter sports shall be included in the POLSKA EXTRA variant. All Insured under the POLSKA SPORT or POLSKA SPORT EXTRA variants shall be provided with insurance for practising amateur summer and winter sports, practising high-risk sports, practising professional and competitive sports and practising extreme sports.
4. Moreover, a Holder of the EURO26 Card (regardless of the variant) may be covered for costs of physical rehabilitation incurred as a result of personal accidents, conditional upon paying an additional premium.
5. Insurance protection for Holders of EURO26 Cards covers Holders who received a EURO26 Card within the term of an insurance contract.
6. The applicable insurance variant shall be indicated in the certificate accompanying the EURO26 Card, as issued by the Insurance Company.

## CHAPTER II

### A. PERSONAL ACCIDENT INSURANCE

#### Subject and scope of insurance

##### § 4

1. The insurance includes the consequences of personal accidents of the Insured during their stay in the territory of the Republic of Poland, resulting in bodily injuries, disability, health impairment or death.
2. The Insurance Company shall pay compensation in the case of:
  - 1) death of the Insured resulting from a personal accident;
  - 2) disability of the Insured resulting from a personal accident;
  - 3) health impairment of the Insured resulting from a personal accident;
  - 4) hospitalisation of the Insured as a result of a personal accident;
  - 5) costs of purchasing or repairing prostheses and auxiliary materials for the Insured as a result of a personal accident;
  - 6) costs of physical rehabilitation resulting from a personal accident – conditional upon paying an additional premium (extra option).

#### Types of benefits

##### § 5

#### Benefit due to death of the Insured as a result of a personal accident

1. In the case where the Insured died as a result of a personal accident covered by insurance protection and this death occurred within 180 days from the date of the accident, the Insurance Company shall pay a benefit to the Beneficiary in the amount of the sum insured due to death as a result of a personal accident.
2. The benefit due to death as a result of a personal accident shall be paid to the Beneficiary after submitting a death certificate to the Insurance Company, a medical certificate stating reasons for the death or a death card, a document confirming identity of the Beneficiary and any other documents required by the Insurance Company to consider the claim in a correct manner and in particular to determine a causal link between the death of the Insured and personal accident and its circumstances.

##### § 6

#### Benefit due to disability of the Insured as a result of a personal accident

in the case where the Insured becomes disabled as a result of a personal accident covered by the insurance protection, the Insurance Company shall pay benefit to the Insured in the amount being the sum insured for disability resulting from a personal accident multiplied by the percentage of the disability determined by a physician appointed by the Insurance Company and defined in accordance with the Table of Disabilities below. The percentage of disabilities for particular types of disability resulting from one personal accident is totalled, while its sum cannot exceed 100%.

#### Table of Disabilities

Type of disability	Percentage of disability
Total blindness in both eyes	100%
Total blindness in one eye or enucleation of an eyeball	40%
Total deafness	50%
Deafness in one ear	20%
Loss of speech (includes total loss of tongue as well as motor and sensory aphasia)	40%
Chronic hemiplegia or paraplegia	100%
Monoparesis	40%
Chronic quadriplegia	100%
Chronic paraplegia	90%
Chronic quadriparesis or diparesis	80%
Loss of both lower limbs	100%
Loss of a leg in the hip region	75%
Loss of a leg in the thigh region	70%
Loss of a leg in the knee joint region	65%
Loss of a leg in the shin region	60%
Total loss of a foot	50%
Loss in the metatarsus region	25%
Loss of a big toe	10%
Loss of 2nd–4th fingers, for each finger	4%
Loss of both upper limbs	100%
Loss of an upper limb in the shoulder region	75%
Loss of an upper limb in the arm region	70%
Loss of an upper limb in the elbow joint region	65%
Loss of an upper limb in the forearm region	60%
Loss of an upper limb in the wrist region	50%
Loss of thumb	15%
Loss of 2nd–4th fingers, for each finger	5%

##### § 7

#### Benefits due to health impairment of the Insured as a result of a personal accident

1. In the case where the Insured sustains an injury as a result of a personal accident covered by insurance protection, which is not considered a disability as defined in § 2 (2) hereof, but is considered a health impairment as defined in § 2 (20) hereof, the Insurance Company shall pay benefit to the Insured in the amount being a sum insured for the permanent health impairment resulting from a personal accident multiplied by the percentage of health impairment determined by a physician appointed by the Insurance Company and defined in accordance with the Table of Impairments below.

2. Tables 2A and 2B shall be applicable to POLSKA Cards, while Tables 2A, 2B and 2C shall be applicable to POLSKA EXTRA, POLSKA SPORT and POLSKA SPORT EXTRA Cards.

**Table no. 2A – assessment of permanent health impairment as a result of a personal accident**

No. Type of impairment	Percentage of permanent health impairment
<b>I. HEAD INJURIES</b>	
1. Injuries to vault and base of skull, depending on the extent of damage, depressions and fragmentation	1–10
2. Vault of skull defects with a total area of – depending on the size:	
a) less than 10 cm <sup>2</sup>	1–10
b) from 10 to 50 cm <sup>2</sup>	11–15
c) more than 50 cm <sup>2</sup>	16–25
NOTE: If a bone defect has been reconstructed effectively using plastic surgery, the percentage of permanent health impairment, assessed in accordance with the above rules, must be reduced by half.	
<b>II. FACIAL INJURIES</b>	
3. Fracture of nasal bones, septum, damage to cartilage:	
a) a visible, unsightly nose deformation, lasting after nose correction surgery; without breathing problems or smell dysfunctions – depending on the extent of the injury	1–5
b) injury of nasal cartilage and bone structure with breathing problems lasting after nose correction surgery, depending on the extent of the injury and the level of breathing problems	6–15
c) injury of nasal cartilage and bone structure with breathing problems and smell dysfunctions lasting after nose correction surgery, depending on the extent of the injury and level of breathing problems and smell dysfunctions	10–20
d) loss of a significant part of the nose or total loss of nose (including nasal bones)	20–30
4. Loss of teeth:	
a) permanent incisors and canines – for each tooth:	
– partial loss of crown (less than ½ a crown)	0.5
– total loss of crown except for root (at least ½ a crown)	1
– total tooth and root loss	2
b) other teeth – for each tooth:	
– loss of crown (at least ½ a crown)	0.5
– total tooth and root loss	1
5. Fracture of orbit, maxillary and malar bones, depending on the adhesion in displacement, permanent deformations, asymmetric occlusion, chewing dysfunctions, sensation disorders:	
a) inconsiderable degree	1–5
b) considerable degree	6–10
6. Fracture of jaw with displacement of bone fragments:	
a) without disorder of functions of temporomandibular joint	3

No. Type of impairment	Percentage of permanent health impairment
b) with disorder of functions of temporomandibular joint	8
<b>III. CHEST INJURIES</b>	
7. Fractures of (at least two) ribs:	
a) with deformations, but without reduction of respiratory fitness	1–5
b) with mild reduction of chest wall mobility – with mild reduction of respiratory fitness – depending on the degree of reduction of respiratory fitness	6–10
c) with moderate reduction of chest wall mobility – with moderate reduction of respiratory fitness – depending on the degree of reduction of respiratory fitness	11–25
d) with considerable reduction of chest wall mobility – with considerable reduction of respiratory fitness – depending on the degree of reduction of respiratory fitness	26–40
8. Fracture of sternum:	
a) without deformations, with confirmed chronic pain syndrome	1–3
b) with adhesion in displacement, depending on degree of deformations and distress	3–10
9. Injuries of lungs and pleura (pleural adhesions, damage to lung tissue, lung tissue defects, foreign bodies, etc.):	
a) injury of lungs and pleura without symptoms of respiratory failure	1–5
b) with symptoms of respiratory failure of slight degree – depending on the degree of reduction of respiratory fitness	5–10
c) with symptoms of respiratory failure of moderate degree – depending on the degree of reduction of respiratory fitness	10–25
d) with symptoms of respiratory failure of considerable degree – depending on the degree of reduction of respiratory fitness	20–40
NOTE: The degree of impairment of respiratory fitness has to be confirmed by spirometry.	
<b>IV. ABDOMINAL INJURIES</b>	
10. Injury of stomach, entrails, omentum, mesorchium:	
a) requiring surgery, without impairments of the digestive system	1–5
b) with mild impairment of digestion and satisfactory nutrition condition – depending on the degree of nutrition problems	6–10
c) with impairment of digestion and unsatisfactory nutrition condition – depending on the degree of nutrition problems	11–40
11. Injury of the anus, sphincter resulting in permanent, total faecal and flatal incontinence	60
12. Injury of the spleen:	
a) loss by persons over 18 years old	15
b) loss by persons below 18 years old	20

No. Type of impairment	Percentage of permanent health impairment
13. Injury of liver, bile tracts, pancreas – depending on complications and dysfunctions:	
a) without functional disorders, traumatic loss of the gallbladder	1–5
b) liver functional disorders graded class A as per the Child-Pugh score, mild exocrine pancreatic insufficiency or partial loss of organ	6–15
c) liver functional disorders graded class B as per the Child-Pugh score, moderate exocrine and endocrine pancreatic insufficiency or considerable loss of organ	16–40
d) liver functional disorders graded class C as per the Child-Pugh score, severe exocrine and endocrine pancreatic insufficiency	41–60
<b>V. INJURIES OF UROGENITAL ORGANS</b>	
14. Injury of one kidney or both kidneys resulting in impairment of their functions – depending on degree of impairment	5–25
15. Loss of one kidney, while the other one is healthy and functions properly	30
16. Loss of one kidney and impairment of the other kidney's functions – depending on degree of impairment of the other kidney's functions	35–75
17. Disorder of bladder – depending on degree of reduction in its capacity, disorders while urinating:	
a) Requiring surgery without impairment of its functions	3–5
b) of slight and medium impairment of its functions	6–15
c) of considerable impairment of its functions	16–30
18. Total loss of phallus	40
19. Injury or loss of one testicle, ovary and other structures of the reproductive system (not included below) – depending on the degree of injury and impairment of functions:	
a) in persons up to 50 years old	2–20
b) in persons over 50 years old	1–10
20. Loss of both testicles:	
a) in persons under 50 years old	40
b) in persons over 50 years old	20
<b>VI. SPINAL INJURIES</b>	
21. Osseous and ligamentous injury of cervical spine confirmed by additional examinations (functional X-ray, CT, MRI):	
a) with restricted mobility of up to 25%	3
b) with restricted mobility between 26 and 50%	10
c) with restricted mobility between 51 and 75%	17
d) with restricted mobility of over 75%	25
22. Osseous and ligamentous injury of pectoral spine (Th1–Th10) confirmed by additional examinations (functional X-ray, CT, MRI):	

No. Type of impairment	Percentage of permanent health impairment	
a) with restricted mobility of up to 50%	5	
b) with restricted mobility of over 50%	15	
23. Osseous and ligamentous injury of pectoral and lumbar spine (Th11–L5) confirmed by additional examinations (functional X-ray, CT, MRI):		
a) with restricted mobility of up to 25%	4	
b) with restricted mobility between 26 and 50%	10	
c) with restricted mobility of over 50%	20	
<b>VII. PELVIC INJURIES</b>		
24. Fracture of pelvis with breaking of pelvic girdle in one or several places – depending on deformation and impairment of movement:		
a) in anterior segment on one side (pubic bone, pubic bone and ischium)	1–10	
b) in anterior segment on both sides	5–15	
c) anterior and posterior segment (Malgaigne type)	10–30	
d) in anterior and posterior segment on both sides	20–40	
25. Isolated fracture of pelvic bone and sacral bone without breaking of leg girdle:		
a) fracture of pelvic bone (e.g. fracture of one branch of pubic bone or ischium), sacral bone in one place – without significant deformation and with slight disorders of functions	1–3	
b) fracture of pelvic bone (e.g. fracture of one branch of pubic bone or ischium), sacral bone in one place – with deformation and disorders of functions	4–8	
c) fracture of pelvic bone and/or sacral bone in several places – without significant deformation and with slight disorders of functions	2–7	
d) fracture of pelvic bone and/or sacral bone in several places – with deformation and disorders of functions	5–15	
<b>VIII. UPPER LIMB INJURIES</b>		
<b>SCAPULA</b>	Right (dominant)	Left
26. Fracture of scapula		
a) fracture of scapula with slight displacement and small distortions of limb functions	1–5	1–3
b) fracture of scapula with clear displacement and small impairment of limb functions – with restricted mobility of up to 30% – depending on degree of limb's impairment	6–12	4–9
c) fracture of scapula with clear displacement and medium impairment of limb functions – with restrictions in mobility from 31% to 50% – depending on degree of limb impairment	13–20	10–15
d) fracture of scapula with clear displacement and considerable impairment of limb functions – with restrictions in mobility of over 50% – depending on degree of limb impairment	21–40	16–30

No. Type of impairment	Percentage of permanent health impairment	
	Right	Left
<b>CLAVICLE</b>	Right	Left
27. Condition after malunion of clavicle fracture depending on degree of deformation and restriction in mobility:		
a) slight deformation with restriction in mobility of glenohumeral and scapular joint up to 20%	1–8	1–6
b) deformation with clear restriction in mobility of glenohumeral and scapular joint above 20%	9–20	7–15
<b>SHOULDER – GLENOHUMERAL AND SCAPULAR JOINT</b>	Right	Left
28. Fractures of proximal humerus epiphysis or head – depending on restriction in movements, displacements and deformations of broken humerus head, etc.:		
a) slight changes with restricted mobility of up to 30%	1–11	1–7
b) medium changes with restricted mobility from 31 to 50%	12–19	8–14
c) considerable changes with restricted mobility of over 50%	20–35	15–30
<b>ARM</b>	Right (dominant)	Left
29. Fracture of humerus shaft – depending on displacements, restrictions in movement in glenohumeral and scapular joint and elbow joint:		
a) impairment of limb functions with restrictions in mobility in glenohumeral and scapular joint and elbow joint up to 30%	1–15	1–10
b) impairment of limb functions with restrictions in mobility in glenohumeral and scapular joint and elbow joint over 30%	16–30	11–25
<b>ELBOW JOINT</b>	Right (dominant)	Left
30. Fractures in elbow region (distal humerus epiphysis, proximal radial and elbow epiphysis) – depending on disorders of axis restriction in movements in elbow joint:		
a) slight changes with restricted mobility of up to 20%	1–5	1–4
b) medium changes with restricted mobility from 21 to 50%	6–15	5–10
c) considerable changes with restricted mobility of over 50%	16–30	11–25
<b>FOREARM</b>	Right (dominant)	Left
31. Fractures in the region of distal epiphysis of one or both forearm bones, resulting in restrictions in wrist mobility and deformations – depending on impairment of functions		
a) slight changes with restricted mobility of up to 30%	1–6	1–5
b) medium changes with restricted mobility from 31 to 60%	7–15	6–10
c) considerable changes with restricted mobility of over 60%	16–25	11–20
32. Fractures of shafts of one or both forearm bones – depending on deformations and functional distortions:		
a) slight changes	1–6	1–5

No. Type of impairment	Percentage of permanent health impairment	
	Right (dominant)	Left
b) medium changes	7–15	6–10
c) considerable changes, secondary changes and other	16–30	11–25
<b>WRIST</b>	Right (dominant)	Left
33. Fracture of wrist bones – depending on deformations, instability, impairment of functions and other secondary changes:		
a) slight changes with restricted mobility of up to 30%	1–6	1–5
b) medium changes with restricted mobility from 31 to 60%	7–15	6–10
c) considerable changes with restricted mobility of over 60%	16–25	11–20
<b>METACARPUS</b>	Right	Left
34. Fracture of metacarpal bones – depending on deformations and impairment of hand or finger functions and other secondary changes:		
a) 1st metacarpal bone (depending on thumb functions):		
– with restricted mobility of up to 30%	1–6	1–5
– with restricted mobility from 31 to 60%	7–12	6–9
– with restricted mobility of over 60%	13–20	10–15
b) 2nd metacarpal bone (depending on mobility of the index finger):		
– with restricted mobility of up to 30%	1–5	1–3
– with restricted mobility from 31 to 60%	6–9	4–6
– with restricted mobility of over 60%	10–15	7–10
c) 3rd metacarpal bone (depending on mobility of the third finger and other secondary changes)		
– with restricted mobility from 20 to 50%	1–2	1
– with restricted mobility of over 50%	3–5	2–4
d) 4th and 5th metacarpal bone (depending on mobility of relevant fingers and other secondary changes) – a separate assessment for each metacarpal bone:		
– with restricted mobility from 20 to 50%	1–2	1
– with restricted mobility of over 50%	3–4	2
<b>THUMB</b>	Right (dominant)	Left
35. Fracture of thumb – depending on restriction in thumb mobility and hand function and secondary changes:		
a) slight changes with restricted mobility of up to 25%	1–5	1–3
b) medium changes with restricted mobility from 26 to 50%	6–10	4–8
c) considerable changes with restricted mobility from 51 to 75%	11–15	9–12
d) very considerable changes with restricted mobility of over 75%	16–20	13–15

No. Type of impairment	Percentage of permanent health impairment	
	Right (dominant)	Left
<b>INDEX FINGER</b>		
36. Fracture of index finger area – depending on deformations, disorder of sensation, restriction in finger mobility, impairment of hand functions, joint contracture and other secondary changes – depending on degree:		
a) slight changes with restricted mobility of up to 20%	1–3	1–2
b) medium changes with restricted mobility from 21 to 40%	4–6	3–4
c) considerable changes with restricted mobility from 41 to 70%	7–11	5–7
d) considerable changes with restricted mobility of over 70%	12–15	8–10
<b>THIRD, FOURTH AND FIFTH FINGER</b>		
	Right (dominant)	Left
37. Fractures in the region of 3rd, 4th or 5th fingers – depending on deformations, impairment of sensation, restrictions in finger movements, joint contracture and other secondary changes – for each finger, depending on degree:		
a) 3rd finger:		
– restriction in mobility of up to 50% without secondary changes	1–2	1–2
– restriction in mobility of over 50% without secondary changes	3–5	3–4
– restriction in mobility of up to 50% with secondary changes	1–5	1–4
– restriction in mobility of over 50% with secondary changes	6–10	5–8
b) 4th and 5th finger:		
– restriction in mobility of up to 50% without secondary changes	1–2	1
– restriction in mobility of over 50% without secondary changes	3–4	2
– restriction in mobility of up to 50% with secondary changes	1–4	1–2
– restriction in mobility of over 50% with secondary changes	5–8	3–4
<b>IX. LOWER LIMB INJURIES</b>		
<b>HIP JOINT</b>		
38. Fracture of hip joint cavity, fractures of proximal femur epiphysis, fracture of cervix, trochanterian fractures, femur epiphysiolysis – depending on degree of movement restrictions, deformations and other secondary changes:		
a) slight changes with restricted mobility of up to 30%		2–12
b) medium changes with restricted mobility from 31 to 60%		13–24
c) considerable changes with restricted mobility of over 60%		25–40

No. Type of impairment	Percentage of permanent health impairment	
	Right (dominant)	Left
<b>THIGH</b>		
39. Fracture of femur – depending on deformations, shortening, restrictions in movement in hip and knee joints, disorders of movement, impairment of limb functions and other secondary changes:		
a) shortening by 1 to 3 cm without secondary changes		5–10
b) shortening by 3.1 to 5 cm without secondary changes		11–20
c) shortening by over 5 cm without secondary changes		21–30
d) slight changes with shortening by up to 3 cm		10–15
e) medium changes with shortening by 3.1 to 5 cm, medium impairment of movements		16–29
f) considerable changes with shortening by over 5 cm, considerable impairment of movements		30–40
<b>KNEE</b>		
40. Fracture of knee joint bones – depending on deformations, contractions, impairment of movements, joint stability and other secondary changes:		
a) loss of mobility within 0–40 degrees, for each 2 degrees of defect in movement		1
b) loss of mobility within 41–90 degrees, for each 5 degrees of defect in movement		1
c) loss of mobility within 91–120 degrees, for each 10 degrees of defect in movement		1
<b>SHIN</b>		
41. Fracture of shin bone – depending on deformations, shortening, restrictions in movement in ankle joint and other secondary changes:		
a) shortening by 1 to 3 cm without secondary changes		3–10
b) shortening from 3.1 to 5 cm without secondary changes		11–20
c) shortening by over 5 cm without secondary changes		21–30
d) slight changes with shortening by 0 to 3 cm		5–15
e) medium changes with shortening by 3.1 to 5 cm		16–29
f) considerable changes with shortening by over 5 cm		30–40
42. Isolated fracture of fibula – depending on displacements, deformations, impairment of limb functions		1–3
<b>TALOCRURAL JOINT AND TALOCALCANEAL JOINT, FOOT</b>		
43. Fractures of distal epiphysis of shin or calcanean bones – depending on lasting distress and restriction of functions:		
a) slight changes with restricted mobility of up to 20%		1–4
b) medium changes with restricted mobility from 21 to 50%		5–10
c) considerable changes with restricted mobility of over 50%		11–20

No. Type of impairment	Percentage of permanent health impairment
44. Fracture of tarsus bones – depending on displacements, deformations of foot:	
a) inconsiderable changes with restricted mobility of up to 20%	1–4
b) medium changes with restricted mobility from 21 to 50%	5–10
c) considerable changes with restricted mobility of over 50%	11–20
45. Fracture of metatarsal bones – depending on displacements, deformations of foot, static and dynamic distortions and other secondary changes:	
a) 1st or 5th metatarsal bones:	
– slight changes without deformations	1–4
– considerable changes, deformation, restriction in foot mobility	5–10
b) 2nd, 3rd or 4th metatarsal bones:	
– slight changes	1–3
– considerable changes, with deformation and restriction in foot mobility	4–7
c) fracture of three or more metatarsal bones – depending on deformations and functional distortions	3–15
<b>TOES</b>	
46. Fracture of big toe – depending on extent of changes and restriction in mobility:	
a) slight changes with restricted mobility of up to 30%	1–2
b) medium changes with restricted mobility from 31 to 50%	3–4
c) considerable changes with restricted mobility of over 50%	5–7
47. Fracture of 2nd, 3rd, 4th or 5th toe	1–5

**Table no. 2B**

Assessment of permanent health impairment due to personal accident – burns, frostbites	Percentage of permanent health impairment
1. Second-degree burns below 1% of total body surface area (TBSA)	1
2. Second-degree burns of 1–2% of total body surface area (TBSA)	2
3. Second-degree burns of 3–14% of total body surface area (TBSA)	6
4. Second-degree burns of 15–30% of total body surface area (TBSA)	12
5. Second-degree burns over 30% of total body surface area (TBSA)	35
6. Third-degree burns below 1% of total body surface area (TBSA)	2
7. Third-degree burns of 1–2% of total body surface area (TBSA)	5
8. Third-degree burns of 3–10% of total body surface area (TBSA)	10
9. Third-degree burns of 11–30% of total body surface area (TBSA)	25

Assessment of permanent health impairment due to personal accident – burns, frostbites	Percentage of permanent health impairment
10. Third-degree burns over 30% of total body surface area (TBSA)	50
11. Burn of the respiratory tract treated in hospital	25
12. Second- or third-degree frostbite of one finger or toe	1
13. Second- or third-degree frostbite of more than one finger or toe	4
14. Second- or third-degree frostbite of nose or auricle	4

**Table no. 2C**

Assessment of permanent health impairment due to personal accident – dislocations	Percentage of permanent health impairment
<b>CLAVICLE</b>	
Dislocation of acromioclavicular joint or sternoclavicular articulation	
a) first-degree	1.5
b) second-degree	3.0
c) third-degree	4.5
<b>SHOULDER</b>	
Dislocation of shoulder joint, excluding habitual dislocations	6.5
Sprain of shoulder joint	3.0
<b>ELBOW JOINT</b>	
Dislocation of elbow joint	5.0
Sprain of elbow joint	3.0
<b>WRIST</b>	
Dislocation of wrist bones	5.5
Sprain of wrist	1.5
<b>FINGERS 1st–5th</b>	
Dislocation of interphalangeal or metacarpophalangeal joints	1.5
Sprain of interphalangeal or metacarpophalangeal joints	0.5
<b>HIP</b>	
Dislocation of hip joint	20
<b>KNEE</b>	
a) injury of one collateral or cruciate ligament as a result of knee joint sprain	5
b) injury of two ligaments of knee – collateral or cruciate – as a result of knee joint sprain	8
c) injury of three or more ligaments of knee – collateral or cruciate as a result of knee joint sprain	12
d) total dislocation of knee joint	12–20
<b>FOOT – TALOCRURAL JOINT AND TALOCALCANEAL JOINT</b>	
a) sprain of ankle joint	3
b) total dislocation of ankle joint	10
c) total dislocation of foot joints, excluding metatarsophalangeal and interphalangeal joints of foot	6



Assessment of permanent health impairment due to personal accident – dislocations	Percentage of permanent health impairment
<b>TOES</b>	
a) dislocation of metatarsophalangeal and interphalangeal joints of foot	1.5
b) sprain of metatarsophalangeal and interphalangeal joints of foot	0.5

- The percentage of health impairment for particular types of health impairments resulting from one personal accident shall be totalled, while its sum cannot exceed 100%.
- When bodily injuries of different organs qualify for compensation both for disability and permanent health impairment, these payments shall be totalled.
- If the Insured has received a benefit due to a permanent health impairment and subsequently suffered permanent disability as a result of the injury, then the benefit due to disability shall be paid if it is higher than the benefit paid to the Insured in connection with the permanent health impairment; the amount of such a benefit shall be decreased by the value of the previously paid benefit related to the permanent health impairment.

## § 8

### Benefit due to hospitalisation of the Insured as a result of personal accident

- In the case where the Insured is hospitalised as a result of a personal accident covered by insurance protection, the Insurance Company shall pay a benefit to the Insured in the amount specified in the table below:

#### Table of Benefits

Type of benefit	Amount of one-off benefit
Hospitalisation up to 7 days	PLN 80
Hospitalisation over 7 days	PLN 160

- The right to a benefit is established on the basis of medical documentation, in particular a hospital treatment report.

## § 9

### Benefit due to a refund of costs of purchasing or repairing prostheses and auxiliary materials for the Insured as a result of a personal accident;

The Insurance Company shall refund costs incurred for purchasing or repairing prostheses and auxiliary materials, provided that the repair or purchase were ordered/prescribed by a physician as a result of a personal accident covered by insurance protection. The refund shall be made on the basis of receipts or invoices to the maximum amount of PLN 2,500.

## § 10

### Benefit due to a refund of costs of physical rehabilitation as a result of a personal accident

The Insurance Company shall refund costs incurred for physical rehabilitation resulting from a personal accident, incurred within 12 months from the date of the personal accident. The refund shall be made on the basis of receipts or invoices to the maximum amount of PLN 1,000.

### Determining the benefits

## § 11

- Types and amounts of benefits due shall be determined after establishing a causal link between an accident and an insured event.
- Type of health impairment or disability as well as percentage of health impairment or disability shall be determined after the end of medical treatment and rehabilitation; however, in the case where such treatment or rehabilitation does not end within 360 days from the day of a personal accident, type of health impairment or disability and percentage of health impairment or disability may be deter-

mined before the end of treatment and rehabilitation at the request of the Insured, unless the level of health impairment or disability raises any doubts.

- Type and percentage of health impairment or disability shall be determined on the basis of medical documentation; in case of any doubts on the basis of medical examinations ordered by the Insurance Company and carried out by a physician appointed by the Insurance Company. The Insurance Company shall incur the costs of these examinations.
- A subsequent benefit paid to the Insured for health impairment or disability cannot exceed the amount of the benefit resulting from the difference between the amount of benefit due for 100% health impairment or disability and the total of benefits paid to the Insured so far for health impairment resulting from a personal accident.
- In the case of a loss or an injury of an organ or a system whose functions was already limited before the accident due to an illness or disability, the level of permanent health impairment shall be determined as the difference between the level of permanent health impairment for the organ or system after the accident and the level of permanent health impairment existing before the accident.
- In the case where the Insured dies due to reasons unrelated to a personal accident and the level of permanent health impairment or disability has not been determined, this level shall be defined by physicians appointed by the Insurance Company.
- If the Insured sustained a permanent health impairment or disability due to an accident and then died as a result of the same accident, the Insurance Company shall only pay the benefit related to death. In the case where the Insurance Company has already paid a compensation for a permanent health impairment or disability before death of the Insured, the amount of the benefit for death shall be the difference between 50% of the sum of personal accident insurance and the amount of the benefit for permanent health impairment or disability that has been paid.

### Sum insured for consequences of personal accidents

## § 12

The sum insured as well as limits and sub-limits of the sum insured for consequences of accidents are defined in the Table in § 20 herein.

### Limitation and exclusions of liability

## § 13

- Regardless of general exclusions referred to in § 25 hereof, the Insurance Company shall not be held liable in the case of:
  - medical treatment undergone by the Insured, unless it was connected with treatment of the consequences of a personal accident and was ordered by a physician;
  - poisoning with solid or liquid substances that entered the body by ingestion;
  - an occupational disease or other diseases, even those occurring suddenly or manifesting themselves after an accident;
  - pregnancy or labour disruptions;
  - driving a car or any other vehicle by the Insured without the required qualifications;
  - innate defects, tropical diseases;
  - infections – the coverage exists if as a result of injuries suffered in an accident the Insured was infected with a virus or pathogenic bacteria; these injuries shall not include slight skin and mucous membrane abrasion; consequences of viral or bacterial infections resulting from abrasions during an accident or at a later date shall not be covered by the insurance protection; however, these limitations shall not apply to rabies and tetanus;
  - ventral hernia or inguinal hernia; injuries of intervertebral discs;
  - internal organ bleeding; however, the coverage applies when this has been caused by a personal accident;
  - cerebral haemorrhages, heart attacks, and strokes.

2. Moreover, the insurance protection in the case of the POLSKA variant of the card shall not cover the following risks:
  - 1) practising amateur summer and winter sports;
  - 2) practising high-risk sports;
  - 3) practising professional and competitive sports;
  - 4) practising extreme sports.
3. Moreover, the insurance protection in the case of the POLSKA EXTRA variant of the card shall not cover the following risks:
  - 1) practising high-risk sports;
  - 2) practising professional and competitive sports;
  - 3) practising extreme sports.
4. The insurance protection in the case of the POLSKA SPORT and POLSKA SPORT EXTRA variant of the card shall cover the following risks:
  - 1) practising any and all amateur summer and winter sports;
  - 2) practising high-risk sports;
  - 3) practising professional and competitive sports;
  - 4) practising extreme sports.

## B. CIVIL LIABILITY OF THE INSURED

### Subject and scope of insurance

#### § 14

The subject of insurance is private third-party liability of the Insured for personal damage (death, bodily injury or disorder of health) or proprietary damage (destroying or damaging property), caused by tort to third parties in the territory of the Republic of Poland.

#### § 15

Within the scope of third-party liability, the Insurance Company shall be held liable only for damages resulting from acts or failure to act by the Insured and provided that the event resulting in damage occurred during the term of the Insurance Company's liability, and as a consequence of this event a claim against the Insured has been filed.

#### § 16

1. Within the limits of liability the Insurance Company shall:
  - 1) examine the legitimacy of claims filed against the Insured;
  - 2) cover justified costs that are to prevent the extent of damage from increasing;
  - 3) cover the costs of opinions given by experts appointed with approval of the Insurance Company to examine the circumstances and extent of damage;
  - 4) pay the compensation which the Insured is obliged to pay to the injured person for damage covered by the insurance contract, based on an out-of-court settlement concluded or approved by the Insurance Company, acknowledgement or final court judgement.
2. The upper limit of the Insurance Company's liability towards one Insured in respect of all insured events occurring during the term of insurance shall be the sum guaranteed, regardless of the number of persons that caused or contributed to damage.

### Sum guaranteed

#### § 17

The sum guaranteed as well as the limits and sub-limits of the sum guaranteed for third-party liability of the Insured are defined in the table in § 20 hereof.

### Limitation of liability

#### § 18

1. Regardless of the exclusions referred to in § 25 hereof, the Insurance Company shall not be held liable for damage resulting from the possession of:
  - 1) dogs, horses, wild and exotic animals;

- 2) bladed or stabbing weapons and firearms as well as their use for sport or self-defence.

2. The Insurance Company shall not extend the coverage over any damage not exceeding the equivalent of PLN 1,000 in respect of each event occurring during the term of the Insurance Company's liability, and any benefit and compensation due to the injured person for any of the above-mentioned events shall be reduced by the said amount (deductible). In the event the scope of coverage is extended in accordance with section 5 below, the deductible relating to damages caused by practising extreme sports indicated in the section, shall amount to PLN 200.
3. The Insurance Company shall not provide coverage for claims filed by relatives towards persons covered by the insurance contract.
4. Regardless of general exclusions referred to in § 25 hereof, the Insurance Company shall not be held liable for damages:
  - 1) done to relatives;
  - 2) done deliberately by the persons with whom the Insured remains in the same household;
  - 3) for which compensation should be paid based on mandatory civil liability insurance policies;
  - 4) resulting from possessing, using, driving or starting vehicles, aircraft or watercraft;
  - 5) caused by transmitting a disease to another person;
  - 6) caused as a result of normal operation of an item or resulting from its technical wear and tear;
  - 7) resulting from contractual liability (for non-performance or inadequate performance of an obligation);
  - 8) resulting from providing work, practising a profession or pursuing a business activity by the Insured;
  - 9) connected with practising high-risk sports;
  - 10) connected with practising of professional or competitive sports or participation in sports competitions, races, performances and practice;
  - 11) connected with practising extreme sports;
  - 12) connected with practising amateur summer and winter sports.
5. For holders of the POLSKA SPORT and POLSKA SPORT EXTRA variants of the card, the scope of civil liability insurance shall be extended to practising amateur summer and winter sports, high-risk sports, extreme sports and professional and competitive sports to the sum guaranteed of PLN 10,000. In the case of civil liability of the Insured for damage to property connected with practising the above-mentioned sports, the total amount of the benefit paid by the Insurance Company shall not exceed 10% of the sum guaranteed.

## CHAPTER III. COMMON PROVISIONS

### Conclusion of an insurance contract

#### § 19

1. The conclusion of an insurance contract shall be confirmed with an insurance document comprising the EURO26 Card with the accompanying certificate, including the schemes for the POLSKA, POLSKA EXTRA or POLSKA SPORT, POLSKA SPORT EXTRA insurance.
2. The insurance document shall contain at least the following data:
  - 1) the Insured's full name;
  - 2) validity period of the EURO26 Card;
  - 3) number of the EURO26 Card.

### Sums insured and sum guaranteed

#### § 20

1. The sums insured and the sum guaranteed shall constitute the upper limit of the Insurance Company's liability in respect of one Insured for all damages covered by insurance protection, resulting from one event, regardless of the total number of events occurring during the term of insurance.

2. The sums insured and the sum guaranteed shall be reduced by the amount of each benefit or compensation paid under an insurance contract for which these sums were defined in respect of one Insured.
3. The sums insured and the sum guaranteed in respect of the POLSKA, POLSKA EXTRA Cards, as well as the POLSKA SPORT, POLSKA SPORT EXTRA Cards are provided in the table below:

### Term of insurance

#### § 21

1. The Insurance Company's liability shall commence on the date specified in the application for the EURO26 Card as the start date for the term of insurance; however, not earlier than the day following the day when the Card was issued.

#### Sum insured and upper liability limits

Scope of insurance	POLSKA Card	POLSKA EXTRA Card	POLSKA SPORT Card	POLSKA SPORT EXTRA Card
Personal accident insurance – permanent impairment	PLN 20,000	PLN 30,000	PLN 15,000	PLN 30,000
Personal accident insurance – death	PLN 10,000	PLN 15,000	PLN 7,500	PLN 15,000
Disability due to a personal accident	PLN 20,000	PLN 30,000	PLN 15,000	PLN 30,000
Hospitalisation of the Insured due to a personal accident (one-off benefit)	PLN 80 up to 7 days; PLN 160 over 7 days	PLN 80 up to 7 days; PLN 160 over 7 days	PLN 80 up to 7 days; PLN 160 over 7 days	PLN 80 up to 7 days; PLN 160 over 7 days
Refund of costs of prostheses and auxiliary materials	PLN 2,500	PLN 2,500	PLN 2,500	PLN 2,500
Private third-party liability	PLN 80,000	PLN 80,000	PLN 80,000	PLN 80,000
Third-party liability connected with practising extreme sports	–	–	PLN 10,000	PLN 10,000
Practising of amateur summer and winter sports	–	+	+	+
Practising of high-risk sports, extreme sports and professional and competitive sports	–	–	+	+
Table 2C	–	+	+	+
Refund of costs of physical rehabilitation as a result of a personal accident (conditional upon paying an additional premium)	PLN 1,000	PLN 1,000	PLN 1,000	PLN 1,000

2. The Insurance Company's liability shall end on the date specified in the insurance document (EURO26 Card) as the expiry date of the EURO26 Card.

### **Termination of the insurance contract**

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#### **§ 22**

1. The Insuring Entity is entitled to withdraw from the insurance contract executed for a term longer than 6 months by giving a written notice within 30 days, and in the case where the Insuring Entity is an entrepreneur – within 7 days from concluding the contract. Should it happen that the Insurer has failed to advise the Insuring Entity being a consumer of their right of withdrawal, at the latest at the time of conclusion thereof, the term of 30 days shall run from the day on which the Insuring Entity being a consumer has learnt about that entitlement. Withdrawal from the insurance contract shall not release the Insuring Entity from the obligation to pay the insurance premium for the term when the Insurance Company provided the insurance protection.
2. Withdrawal from the insurance contract shall not result in deduction of administrative costs.
3. The statement of withdrawal should be submitted in writing.

### **Determination and payment of compensation and benefits**

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#### **§ 23**

1. Legitimacy of claims, value of the benefit and amount of compensation shall be determined based on full documentation specified herein or indicated by the Insurance Company, submitted by the Insured, the Beneficiary or a third party.
2. The Insurance Company shall inform the Insuring Entity or the Insured of the receipt of an insured event notice if such notice was submitted by another party, as well as shall inform the person submitting the notice – in writing or in another form accepted by the person – what documents must be submitted in order to establish the Insurance Company's liability and the value of a benefit or compensation, if necessary for further handling of the case.
3. The Insurance Company shall provide the benefit or pay compensation due within 30 days from the date of being informed about an accident.
4. If it is impossible to clarify the circumstances necessary to establish the liability of the Insurance Company or the value of a benefit or compensation within the time specified in sec. 3, the benefit or compensation shall be paid within 14 days from the day it was possible to explain these circumstances when exercising due diligence; however, the undisputed part of the benefit or compensation shall be paid by the Insurance Company within the term defined in sec. 3.
5. If the benefit or compensation is not paid by the Insurance Company within the time limits specified in the above sections, the Insurance Company shall notify the claimant and the Insured in writing, in the case of an insurance contract concluded on behalf of a third party if the Insured is not the claimant, giving the reasons for not being able to meet the claims in whole or in part, and shall pay the indisputable part of the benefit or compensation.
6. The benefit or compensation shall be paid on the territory of the Republic of Poland in PLN.
7. If the benefit or compensation is not granted or is granted in an amount different from specified in the submitted claim, the Insurance Company shall notify the claimant and the Insured of that fact in writing, in the case of an insurance contract concluded on behalf of a third party, if the Insured is not the claimant, indicating the circumstances and the legal basis justifying the total or partial refusal to pay the benefit or compensation and advising them of their right to make a claim through the court.
8. In the case where the Insured dies after acquiring the right to be paid a benefit due to the occurrence of an insured event, the Insurance Company shall pay the compensation to the heirs of the Insured.

### **Transfer of claims to the Insurance Company**

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#### **§ 24**

1. Claims of the Insured towards a third party responsible for damage shall be transferred to the Insurance Company on the day compensation is paid by the Insurance Company, up to the amount of the compensation.
2. A claim of the Insured towards persons sharing the same household with the Insured shall not be transferred to the Insurance Company.
3. In the case of an accident, the Insured shall secure the possibility to assert claims for damage against persons responsible for the damage.
4. In the case where the Insured renounces a claim to the person responsible for damage without approval of the Insurance Company or performs obligations defined in sec. 3 in an improper manner, the Insurance Company shall be released from the obligation to provide services to the extent it was impossible to assert recourse claims from the person responsible for the damage. If such a situation is disclosed or occurs after the compensation is paid, the Insured shall return – at a request of the Insurance Company – such a part of the compensation as that from which the Insurance Company would be released in accordance with the rules provided in the preceding sentence.

### **General exclusions of the Insurance Company's liability**

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#### **§ 25**

1. The Insurance Company shall not be held liable for damage resulting from an intentional activity or gross negligence or a failure to act by the Insured unless payment of compensation in these circumstances complies with rules of equity.
2. Insurance coverage provided by the Insurance Company shall not apply to events resulting from:
  - 1) warfare, acts of terror, martial law, state of emergency or participation of the Insured in riots, disturbances, strikes, manifestations, road blockades and struggles; the Insurance Company's coverage shall not extend either over accidents caused by nuclear, biological or chemical weapons;
  - 2) participation in bets;
  - 3) mental illness, mental retardation or mental disorders of the Insured and the consequences thereof;
  - 4) episodes of convulsion or epileptic seizure;
  - 5) accidents caused by the consumption of alcohol by the Insured or their use of drugs, medications or other intoxicants, driving a vehicle without permits required under the law or attempting to commit or committing a crime;
  - 6) participating in motor vehicle or motorboat races, driving on the sections designated for fast driving, rallies as well as driving motor vehicles in any other way including rivalry;
  - 7) accidents in which the Insured was involved when participating as a driver or a passenger of a motor vehicle together with the exercises or training accompanying these events which aim at driving at the highest speed;
  - 8) plane crash if the Insured was a pilot or a passenger of an airplane of unlicensed airlines;
  - 9) active service of the Insured in armed forces;
  - 10) suicide or suicide attempt, self-harm done by the Insured.

### **Obligations of the Insured and proceedings connected with personal accident insurance**

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#### **§ 26**

1. In the case of a personal accident, the Insured shall visit a physician immediately; however, not later than within 24 hours, and comply with their instructions as well as take actions aiming at reducing consequences of the accident, in particular the Insured shall undergo treatment ordered by the physician, which shall be understood as any forms of therapy, surgeries, rehabilitation and any medical activ-

ities aiming at improving health condition of the Insured in respect of impairment sustained due to the accident.

2. The Insured shall:

- 1) report the occurrence of an insured event to the Insurance Company in writing within 30 days from the event;
  - 2) obtain medical documentation, including the medical diagnosis;
  - 3) send the "claim report" form to the Insurance Company with any other documents required for determining legitimacy and amount of the benefit, including medical documentation from the place of accident, confirming circumstances of the accident and type of injury, and, in the absence of such documentation, other evidence confirming the accident as well as documents entitling the Insured to drive a vehicle, as well as receipts and invoices with evidence of their payment;
  - 4) provide all information required by the Company.
3. If the Insured dies, the specifically named Beneficiary shall submit, apart from the documents set out in sec. 2(3), an identity card and a copy of the death certificate, and in the absence of the specifically named person – a family member claiming the benefit shall submit documents confirming kinship or affinity with the Insured.
4. At the request of the Insurance Company, the Insured shall:
- 1) be subjected to medical or diagnostic examinations with minimum risk, excluding genetic examinations, to determine health condition or the level of permanent health impairment; the costs of these examinations shall be borne by the Insurance Company;
  - 2) make results of these examinations or medical documentation concerning the course of treatment available to the Insurance Company or give consent for the Insurance Company to apply to relevant persons or institutions for making this data or these documents available;
  - 3) grant a written consent to the Insurance Company to apply to entities providing health services to the Insured in order to receive information verifying the data submitted by the Insured on their health condition, determine the right to and the amount of the benefit under the insurance contract, as well as release these entities from the obligation to keep information on health services provided to the Insured secret to the extent necessary to handle the claim;
  - 4) agree to the Insurance Company obtaining from the National Health Fund (NFZ) the names and addresses of service providers that have provided health care services in connection with the accident or fortuitous event which is the basis for determining the Insurance Company's liability and the value of compensation or benefit.

### **Obligations of the Insured and proceedings in the case of damage covered by third-party liability insurance**

#### **§ 27**

1. The Insured shall prevent damage from being increased and limit its consequences, if possible.
2. If the Insured is informed about court proceedings being instituted against them, the Insured shall notify the Insurance Company to this effect, even if the insured event has already been reported.
3. The Insurance Company shall not be held liable for costs resulting from a lack of consent of the Insured for concluding an out-of-court settlement with the injured party or satisfying the party's claims.
4. After each event resulting in damage being caused by the Insured, the Insured shall:
  - 1) immediately notify the Insurance Company, but not later than within 7 days after the occurrence of an event that could result in civil liability, and abide by the recommendations of the Insurance Company;
  - 2) not accept or satisfy the claims of the injured party without the consent of the Insurance Company nor enter into any agreements or settlements with the injured party as regards their claims;

- 3) authorise the person indicated by the Insurance Company to manage the case or appeal to a civil court if the injured party has taken legal actions, if such a request is made by the Insurance Company;
- 4) provide the Insurance Company with any demand, lawsuit and other procedural writs delivered to the Insured as soon as they are received.

### **Obligations of the Insurance Company**

#### **§ 28**

1. The Insurance Company shall provide services in the case of an insured event under the rules set out herein.
2. Pursuant to the legal regulations in force, the Insurance Company shall keep the data of the individuals specified in the insurance documentation confidential.
3. The Insurance Company shall provide the Insuring Entity with the terms and conditions of insurance in writing or – if the person concerned agrees – on another durable medium prior to entering into the insurance contract;
4. The Insurance Company shall fulfil, in a proper and timely manner, the obligations set out in the insurance contract and the law.

### **Obligations of the Insured**

#### **§ 29**

In the case of an insurance contract made on behalf of a third party, insofar as the Insured Party's consent is necessary to grant the insurance protection or the Insured agrees to finance the costs of the premium, the Insuring Entity shall submit to interested parties terms and conditions of insurance, before entering into the insurance contract and before giving consent to the financing of the cost of premium, in writing or – if the interested party gives their consent – on other durable medium.

### **Complaints, objections and grievances**

#### **§ 30**

1. A complaint consists of a natural person filing a claim, grievance or an appeal with the Insurance Company, specifying reservations concerning services provided by the Company. Entities other than natural persons may submit claims and appeals pursuant to sec. 12.
2. Complaints to the Insurance Company may be submitted in a following manner:
  - 1) in writing – by mail to AXA's registered office address: AXA Ubezpieczenia Towarzystwo Ubezpieczeń i Reasekuracji S.A., ul. Chłodna 51, 00-867 Warsaw, or personally at the registered office of AXA;
  - 2) electronically, to the e-mail address: ubezpieczenia.korporacyjne@axa.pl;
  - 3) orally – by phone: + 48 22 555 04 45 (calls charged according to the operator's tariff) or personally during a visit to the Insurance Company's unit.
3. Complaints shall be addressed to the Management Board of the Insurance Company. Complaints may be submitted at any customer service unit of the Insurance Company.
4. Submitting a complaint forthwith upon the development of objections shall facilitate and accelerate fair consideration thereof.
5. The Insurance Company shall respond to a complaint in writing or by-email, the latter if the complaining party requests an e-mail response. In addition, at the request of the complaining party, the Insurance Company shall confirm the complaint submission, in writing or in any other agreed form.
6. If the Insurance Company is not in possession of the complaining party's contact details, the following data should be included with the complaint: first name, surname, mailing address, and e-mail (if this form of contact has been chosen).

7. Complaints shall be processed immediately by the Insurance Company, in any case not later than within 30 days after their receipt.
8. In particularly complex cases, preventing the consideration of and replying to a complaint within the period of 30 days, the Insurance Company shall notify the complaining party of its inability to process the complaint within the same 30-day period. In this event, the response to the complaint shall be provided not later than within 60 days of the receipt thereof.
9. If the complaining party does not agree with the Insurance Company's position expressed in the reply to the complaint, they can submit a request for the review of the case to the Financial Services Ombudsman.
10. The complaining party who does not agree with the Insurance Company's position may also bring an action against the Insurance Company to a common court, according to the jurisdiction specified in § 31 sec. 1 and 2.
11. The customer being a consumer shall be entitled to request assistance from the competent local Powiat (Municipal) Consumer Ombudsman.
12. To claims and appeals submitted by entities other than natural persons, the provisions of sec. 2–8 and sec. 10–11 shall apply as appropriate, provided that in particularly complex cases, preventing the consideration of a claim or an appeal and replying within the period of 30 days, the Insurance Company shall notify the party of its inability to process the claim or appeal within the same 30-day period, and the reply will be sent within 90 days from the receipt of the claim or appeal.
13. The Insurance Company is subject to the supervision of the Polish Financial Supervision Authority.
14. Under Art. 31 of Act of 23 September 2016 on the Extra-Judicial Examination of Consumer Disputes, please note that the Financial Ombudsman shall be the entity authorised for AXA Ubezpieczenia

TUIR S.A. to handle the cases of extra-judicial settlement of disputes with consumers within the meaning of this Act (Al. Jerozolimskie 87, 02-001 Warsaw; www.rf.gov.pl).

### **Court competent for settling disputes**

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#### **§ 31**

1. Actions concerning claims connected with an insurance contract can be brought under the general provisions of law or before a court having local jurisdiction over the place of residence or registered office of the Insuring Entity, the Insured, the Beneficiary or another person entitled under the insurance contract.
2. Actions concerning claims connected with an insurance contract may be brought under the general provisions of law or before a court having local jurisdiction over the place of residence of the heir to the Insured, the Beneficiary or another person entitled under the insurance contract.

### **Final provisions**

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#### **§ 32**

1. Any notices and statements relating to execution and performance of the insurance contract shall be made in writing, unless otherwise provided herein.
2. The relevant Polish laws shall apply to those issues not regulated herein.
3. These SWU were adopted by a resolution of the Management Board of the Insurance Company no. 3/28/09/2017 of 28 September 2017 and shall become effective as of 1 November 2017.
4. The form to SWU – Information prepared pursuant to Art. 17(1) of the Act of 11 September 2015 on Insurance and Reinsurance Activity shall be an integral part hereof.