

## CONDITIONS OF INSURANCE FOR EURO 26 CARD HOLDERS Version WORLD

### GENERAL PROVISIONS

#### § 1

Basing on these General Insurance Conditions SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A., hereinafter referred to as „**Insurer**”, concludes insurance contracts covering medical expenses including assistance and consequences of accidents and civil liability for the benefit of all the holders of EURO 26 WORLD cards who, on the date of acquisition, have reached the age of 7 and not exceeded the age of 30, hereinafter referred to as „**Insureds**”, with Polish Youth Cards Society with the seat at Gdansk at 11/13 Długi Targ Street, hereinafter referred to as „**Policyholder**”.

### DEFINITIONS

#### § 2

- 1. Beneficiary** – the person authorized to receive the benefit in the case of the Insured’s death appointed by name by the Insured.  
In the case the beneficiary has not been appointed, the members of the Insured’s family are entitled to receive the benefit in the following order: spouse, children, parents, other statutory heirs.
- 2. Next of kin** – spouse, concubinage partner, children (also those adopted), brothers or sisters, parents.
- 3. Sudden disease** – morbid symptoms occurring suddenly which constitutes a threat to the Insured’s health or life, requiring immediate medical care, in consequence of which there the need to undergo a treatment before the journey is ended.
- 4. Chronic disease** – a sickness of long duration, lasting usually for months or years with the need to undergo permanent or periodical treatment.
- 5. Personal Accident** – a sudden event caused by external circumstances, in the consequence of which the Insured, irrespective of his or her will, suffered an injury, health disorder or died.
- 6. Permanent health detriment** – kinds of the Insured’s injuries suffered as a result of a covered personal accident as mentioned in the Benefit Table under § 15 hereof, whereby the permanent injury shall be understood as distemper or permanent malfunction of an organ.
- 7. Emergency headquarters** – organizational unit indicated by SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A., where the Insured is obliged to report the occurrence of an event covered.
- 8. Hospital** – a health service unit providing a day-and-night medical care by a qualified medical and nursing staff in respect of diagnostics and treatment. In the understanding hereof this term does not cover almshouses, hospicium, drug and alcohol abuse cure centres, health resort centres, preventorium, and rehabilitation units or centres.
- 9. Hospitalization** – a stay at a hospital lasting for at least 24 hours.
- 10. Ambulatorium** – an open health service unit in which medical aid is rendered in the range of diagnostics and therapy by a qualified medical and nursing staff. In the understanding hereof this term shall not cover almshouses, hospicium, drug and alcohol abuse cure centres, health resort centres, preventorium, and rehabilitation units or centres.
- 11. Ambulatory treatment** – providing medical aid at a hospital or any other health service unit lasting not longer than 24 hours.
- 12. Practising record-seeking sports** – practising sports within sport sections or clubs or for profit as well as the participation in the travels to the places where extreme climatic or natural conditions prevail or in the expeditions.
- 13. Expedition** – an organized travel aimed at the implementation of the assumed sport- or science-oriented tasks.

- 14. High-risk sports** – rafting or other water sports practised on mountain rivers, diving with the use of oxygen bottle, parachuting, paragliding, gliding and pilotage of any motor aeroplanes, bungee jumping, fight sports, any kind of defense arts, climbing in mountains or on rocks, speleology, hunting, horse-riding, bobsleigh, ski jumping, water-skiing and any sports in which vehicles moving on the snow or ice.
- 15. Performing a work** – activities taken up by the Insured abroad which are customarily paid for and which increase the risk of a loss.
- 16. Country of residence** – the country in which the Insured was granted a residence permit.
- 17. Insurance document** – any valid version of EURO 26 card issued by the Policyholder.
- 18. Fracture** – traumatic break of bone tissue continuity; also the traumatic peel of epiphysis gristles shall be regarded as a fracture.
- 19. Burn** – damage of skin and the tissues situated under the skin, resulting out of the exposure to high temperature, chemical substances, radiation or electric current.
- 20. Frost-bite** – damage of skin and the tissues situated under the skin resulting out of the exposure to low temperature.
- 21. Brain contusion** – a group of clinical symptoms which occur after a head injury characterized by loss of consciousness with the amnesia covering the time just before the injury, followed by the recovery without any defects of neurological character.
- 22. Brain concussion** – local crush or rupture of brain tissue accompanied by intra-parenchymial bleeding or a local swelling.
- 23. Loss of an organ** – amputation or total loss of control over the organ.
- 24. Material loss** – the loss occurring as a damage, destruction or loss of a property.
- 25. Personal loss** – the loss occurring as death, injury or health detriment.
- 26. Loss event** – an event covered by the insurance contract in the consequence of which civil liability claims are likely to follow.

### **INSURANCE DOCUMENT**

#### **§ 3**

1. Insurance contract conclusion shall be confirmed by the insurance document.
2. Insurance document shall include at least the following data:
  - 1) first name and surname of the Insured,
  - 2) insurance period (period of the card's validity).

### **SUM INSURED**

#### **§ 4**

1. Sum insured shall constitute the upper limit of insurer's liability for all the claims covered and resulting out of one event, regardless of the total number of events during the insurance period.
2. Sums insured in respect of particular types of insurance have been defined in the following table:

<b>SCOPE OF COVER</b>	<b>SUM INSURED</b> and upper limits of liability
<b>Medical expenses (KL)</b>	
Medical expenses incl. assistance	up to 60.000 EUR
Ambulatory treatment, costs of medicines and dressing materials	up to 1.000 EUR
Hospital treatment	Up to the sum insured of medical expenses
Hospitalization costs	Up to the sum insured of medical expenses
Costs of the Insured's transport to the hospital	Up to the sum insured of medical expenses
Costs of repair and purchase of glasses, repair of artificial limbs or dentures	Up to the sum insured of medical expenses
Costs of dental treatment	Up to 800 zł
Costs of the Insured's transport to homeland	Up to the sum insured of medical expenses

Travel expenses for the accompanying person	Up to the sum insured of medical expenses
Accompanying person's accommodation costs	Up to 100 EUR a day
Costs of transport of the Insured's corpse to homeland or the costs of burial abroad	Up to the sum insured of medical expenses
Costs of purchase of coffin	Up to the sum insured of medical expenses
Costs of a visiting person	Up to 100 EUR a day, not longer than 7 days
Costs of the Insured's convalescence	Up to 100 EUR a day, not longer than 7 days
Costs of the Insured's transport enabling him or her to continue the travel	Up to 500 EUR
<b>Consequences of personal accidents (NNW)</b>	
Permanent health detriment	20.000 zł
Death in the consequence of a personal accident	15.000 zł
Daily hospital allowance	40 zł, from the 10th till the 60th day of the stay at hospital
<b>Civil liability – 50.000 EUR</b>	
Personal loss liability	40.000 EUR
Material loss liability	10.000 EUR

3. The average exchange rate of 1 EUR as defined by NBP and valid as for the date of insurance contract conclusion shall be taken in order to define the sum insured in zlotys.

## INSURANCE PERIOD

### § 5

1. Insurance period shall be defined in the insurance document.
2. Insurer's liability shall be commenced on the date indicated as insurance commencement in the insurance document, not earlier than on the day following the date of card issuance and payment of premium.
3. If the person for the benefit of whom insurance contract is concluded stays abroad, Insurer's liability shall be commenced 7 days from the date of the issuance of the card and payment of premium.
4. Insurer's liability shall be ended on expiry of the insurance period indicated in the insurance document as the end of insurance.
5. In the case of the insurance of medical expenses and civil liability, the cover shall be commenced on passing the border of the Republic of Poland when going abroad and ended at the moment of passing the border when returning to the Republic of Poland.

## INSURANCE CONTRACT TERMINATION

### § 6

1. The insurance contract concluded for a period exceeding 6 months may be terminated by Policyholder within 30 days and, in case of the Policyholder being a legal entity, within 7 days from the date of contract conclusion. Termination of the contract shall not release the Policyholder from his obligation to pay premium for the period in which SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. gave the cover.
2. No administration costs shall be deducted if termination takes place within the statutory time.

## **MEDICAL EXPENSES (RISK CODE - KL)**

### **INSURANCE SUBJECT**

#### **§ 7**

- 1.** The insurance subject are the expenses of medical treatment to be incurred by the Insured who, when staying outside of the Republic of Poland, must have undergone an immediate treatment in the consequence of a sudden disease or a personal accident.
- 2.** Medical expenses shall be considered to be any expenses which occurred abroad and were incurred for the following:
  - 1)** medical examining and interventions prescribed by a medical doctor in the consequence of a sudden disease or a personal accident,
  - 2)** purchase of necessary medicines and dressing materials prescribed by a medical doctor,
  - 3)** Insured's transport to an ambulatory or hospital,
  - 4)** Insured's transport between medical care units recommended by the doctor leading the Insured's treatment,
  - 5)** transport to the accommodation address after medical aid has been rendered,
  - 6)** a stay at ambulatory or hospital (medical interventions, doctors' fees, medicines, tests, dressing materials)
  - 7)** repair and purchase of the glasses and repair of artificial limbs or dentures immediately after the accident if these were damaged in the consequence of the personal accident as defined under § 2 ust. 5 hereof causing a permanent health detriment as defined under § 2 ust. 6 hereof,
  - 8)** Dental treatment of sudden inflammations (up to the value equivalent to 800 zł) which occurred in the tooth not treated before . Only provisional filling of the tooth shall be covered; any later fixed filling, channel filling, crown reconstruction shall be excluded. Any treatment related to teeth deformation or growth incorrections shall be excluded.
- 3.** The insurance also covers the following:
  - 1)** transport costs in connection with the need of the Insured's return to the Republic of Poland because of his or her state of health requiring an immediate continuation of the treatment, by the cheapest available mean of transport accepted by the doctor,
  - 2)** costs of transport to the Republic of Poland on treatment completion in the case the Insured cannot continue the journey nor can he return to Poland by the means of transport as planned formerly,
  - 3)** additional travel costs of an accompanying person necessary for the transport of the Insured to the Republic of Poland, if such a journey takes place on recommendation, drawn up in writing, of the doctor leading the Insured's treatment abroad,
  - 4)** additional costs of accommodation for the Insured's accompanying person necessary to settle any formalities related to the Insured's return to the Republic of Poland, for the period not exceeding 7 days, maximum up to Polish zloty equivalent of 100 EUR a day,
  - 5)** costs of transport of the Insured's corpse to the place of burial in the Republic of Poland or the costs of burial abroad.

SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall reimburse the costs of transport of the Insured's corpse to the place of burial in the Republic of Poland or the costs of burial abroad up to the amount of cost of corpse transport to the Republic of Poland that would be incurred by SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A., in the case such a service would be ordered with a Polish company which renders corpse transport services; however, these costs cannot exceed the sum insured as defined in the policy.
  - 6)** cost of coffin purchase abroad if required so by the local legal regulations regarding corpse transport,
  - 7)** costs of a visit of a persons indicated by the Insured residing in the Republic of Poland or remaining in the country of the Insured's getting ill, if the Insured stays at the hospital abroad for a period of time exceeding 7 days without being accompanied by any person major of age.

Within the visit costs SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall reimburse return transport costs (railway or bus ticket or, if the time of journey exceeds 12 hours- air ticket) of the person visiting the hospitalized patient including the costs of accommodation for the period not exceeding 7 days, maximum up to Polish zloty equivalent of 100 EUR a day.
  - 8)** Additional costs of accommodation abroad for convalescence purposes for the period not exceeding 7 days in the case the Insured cannot be transported to the Republic of Poland promptly after the hospitalization

has been completed and the Insured is recommended by doctors to stay in bed, maximum up to Polish zloty equivalent of 100 EUR a day,

- 9) additional costs of the Insured's transport upon treatment completion from the place of hospitalization to the place from which the Insured shall be able to continue his or her journey as planned formerly, maximum up to the amount of Polish zloty equivalent of 500 EUR.
4. Moreover, the insurance shall cover the following:
- 1) day-and-night service of Emergency Headquarters,
  - 2) transmitting messages
- In the case of an unforeseeable event not depending on the Insured's will which caused a delay or change in his or her travel plan, Emergency Headquarters, at the Insured's request, shall transmit any necessary information to his or her family or employer. Emergency Headquarters and SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall not bear any responsibility for the contents, promptness or consequences of the transmitted information,
- 3) assistance in case of theft or loss of documents
- If the Insured has lost his or her travel documents (passport, tickets, etc.), Emergency Headquarters shall give the information about the measures to be taken. Neither Emergency Headquarters nor SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. bear responsibility for the effects of such measures.

## **§ 8**

The insurance shall cover additionally the costs mentioned under § 7 hereof connected also with::

- 1) performing the work in accordance with legal regulations regarding employment being in force in the country of the Insured's stay,
- 2) education, youth exchange, practices, scholarships.

## **LIMITS OF LIABILITY**

### **§ 9**

1. The costs of the Insured's hospitalization as well as those defined under § 7 clause 3 hereof which have not been accepted previously by Emergency Headquarters or if the Insured acted against the decision of Emergency Headquarters agreed with the doctor leading the treatment abroad, shall be excluded from the cover.
2. The medical expenses and the costs which occurred in connection with the Insured's need to return to the Republic of Poland, costs of transport of the Insured's corpse as well as any other costs covered by the insurance, shall be excluded from the cover if such costs occurred in the case of:
  - 1) Insured's attempt to commit or committing a crime or suicide, Insured's willful action,
  - 2) A personal accident which occurred when the Insured was driving a vehicle or other means of transport under the influence of alcohol, drugs or any other substance of similar effect or without the required license allowing to drive such a vehicle,
  - 3) an event which occurred after the Insured had taken alcohol, drugs or any other substance of similar effect,
  - 4) hostilities, state of war, martial law, state of emergency or the Insured's participation in commotions, riots, strikes, protests, road blockades or fight,
  - 5) medical contraindications concerning the Insured's travel abroad, if such contraindications were of any influence on the occurrence of medical expenses,
  - 6) medical indication concerning an operation, a treatment or medical observation at hospital to be performed prior to the Insured's traveling abroad, if this was of influence on the occurrence of medical expenses,
  - 7) chronic diseases, mental disturbances, depressions, innate defects,
  - 8) venereal diseases, treatment of diseases being the result of a HIV virus infection, epidemic,
  - 9) sudden diseases or personal accidents connected with practising a record-seeking sport,
  - 10) sudden diseases and accidents related to the practising of high-risk sports,
  - 11) medical treatment exceeding the scope which is necessary to restore the Insured's state of health enabling him or her to return to homeland,

- 12) treatment and care related to pregnancy and any consequences or complications thereof,
  - 13) delivery and medical treatment and care for mother and baby,
  - 14) test-tube fecundation and any other cure of sterility,
  - 15) abortion, even when carried out in order to rescue health or life,
  - 16) purchase of contraceptives,
  - 17) plastic and cosmetic surgery,
  - 18) purchase of artificial limbs or dentures, hearing aids, preventive dental treatment (except sudden inflammation state) and prosthetics,
  - 19) special diet for the Insured comprising corroborant medicines taken by the Insured habitually, vaccinations as well as massages, baths, inhalations, therapeutic gymnastics, irradiation (even if such measures are recommended by the doctor),
  - 20) traveling for therapeutic purposes, stay at health resort centers,
  - 21) treatment on the Insured's own accord or treatment by a doctor being a member of the Insured's family,
  - 22) work performed in contradiction with the employment legal regulations of the country of the Insured's stay.
3. The following are also excluded from the Insurer's cover:
- 1) medical expenses the value of which does not exceed 150 zł,
  - 2) benefits to the extent to which the Insured is entitled to be indemnified within any other insurance contracts or have been covered by other institutions.
  - 3) Medical expenses and the consequences of accidents which occurred on territory of the USA and Canada.

## **PERSONAL ACCIDENT INSURANCE (RISK CODE - NW)**

### **INSURANCE SUBJECT**

#### **§ 10**

The subject of cover are the consequences of any accident suffered by the Insured on territory of the Republic of Poland and abroad without prejudice to the provisions of § 12 clause 2 hereof.

#### **§ 11**

Insurer shall pay the following benefits:

- 1) related to the permanent health detriment:
  - a) in the case of health detriment of 100% - full sum insured as defined in the contract,
  - b) in the case of a partial health detriment – the percentage of the sum insured corresponding to the percentage of health detriment,
- 2) in the case of the Insured's death in the consequence of an accident, if the death followed within 2 years from the date of accident – 100% of the sum insured as defined in the contract.

#### **§ 12**

1. In the case of the Insured's hospitalization in the consequence of an accident covered the Insurer shall pay additionally a daily hospital allowance amounting to 40 zł for each day of hospitalization beginning from the 10<sup>th</sup> day, however not longer that up to the 60<sup>th</sup> day of hospitalization.
2. The cover mentioned under clause 1 above refers to hospitalization on territory of the Republic of Poland.
3. The daily allowance shall be paid on the basis of hospitalization information card.

#### **§ 13**

The insurance shall cover additionally the accidents connected also with:

- 1) performing the work in accordance with legal regulations regarding employment being in force in the country of the Insured's stay,
- 2) education, youth exchange, practices, scholarships.

## LIMITS OF LIABILITY

### § 14

1. The cover shall not include the accidents which occurred in the following cases:
  - 1) disturbances of consciousness and mind, also in the case such disturbances occurred under the influence of alcohol, drugs or any other stupeficients,
  - 2) attacks of apoplexy, epilepsy or other spasmodic attacks covering the Insured's body.  
The cover exists if such disturbances or attacks result out of the accident covered.
  - 3) attempt to commit or committing a crime or suicide,
  - 4) driving a vehicle or other means of transport by the Insured under the influence of alcohol, drugs or any other substance of similar effect or without the required license allowing to drive such a vehicle,
  - 5) mental disturbances, depressions, chronic diseases, innate defects,
  - 6) hostilities, state of war, martial law, state of emergency or the Insured's participation in commotions, riots, strikes, protests, road blockades or fight,
  - 7) improper treatment or improperly performed operations on the Insured's body.  
The cover exists, if the treatment including diagnosis and operations was the consequence of the accident covered by the insurance contract,
  - 8) infections.  
The cover exists, if the Insured was infected by a virus and/or pathogenic germs as a result of injury suffered by the Insured in the accident.  
Insignificant abrasions of skin or mucous membrane shall not be considered as the wounds suffered in an accident.  
Consequences of virus or germ infections which occurred as a result of abrasions during the accident or later are excluded from cover. This limit shall not refer to rabies and tetanus.
  - 9) Alimentary intoxications as a result of the intake of the liquid or solid substances,
  - 10) Abdominal or inguinal hernia,
  - 11) Damages of spinal disks, bleeding from internal organs, cerebral hemorrhage, infarcts, apoplexy,
  - 12) Practising professional sports,
  - 13) Practising high-risk sports,
  - 14) Accident connected with the work in contradiction with the employment regulations being in force in the country of the Insured's stay.
  - 15) Occurring on territory of the USA and Canada.

## TABLE OF BENEFITS PAID WITHIN PERSONAL ACCIDENT INSURANCE

### § 15

Item	Kind of injury	Grade of permanent health detriment	
		Right	Left
1	Skull fracture:		
A	skull bones	1-20	
B	Facial bones- yoke bone, maxilla	1-20	
2	Mandible fracture	1-15	
3	Nasal bone fracture	1-10	
4	Spinal fracture:		
A	Cervical	1-40	
B	Thoracic	1-25	
C	Lumbar	1-35	
5	Sternum fracture	1-10	
6	Rib fracture	1-5	
7	Fracture of the bones constituting the pelvis (excluding caudal bone):		
A	In front section (femoral bone, ischial bone)	5-15	

B	In front and rear section (Malgaigne's type)	10-35	
8	Femoral bone fracture (within proximal epiphysis, femoral neck or shaft)	5-55	
9	Fracture (intra-articular) of distal epiphysis of femoral bone or the proximal epiphysis of tibial bone	1-30	
10	Tibial bone fracture	5-40	
11	Fibula fracture	1-5	
12	Patella fracture	5-40	
13	Fracture of tibial bone and fibula (both shank bones)	5-40	
14	Calcaneal bone fracture	1-25	
15	Talus fracture	1-20	
16	Fracture of tarsal bones	1-15	
17	Fracture of metatarsal bones	1-15	
18	Hallux fracture	1-12	
19	Fracture of toes from II to V (for each toe)	1-3	
20	Total loss of lower extremity at the level of:		
A	Hip joint	75	
B	Thigh	70	
C	Knee joint	65	
D	Shank	50	
21	Total loss of foot	40	
22	Total loss of the hallux (in the case of partial loss – 1/3 of the value for each phalanx)	6	
23	Total loss of the toe from II to V of the foot (in the case of a partial loss- 1/3 of the value for each phalanx)	2	
24	Scapula fracture	1-40	1-35
25	Clavicle fracture	1-15	1-10
26	Fracture of proximal epiphysis of the arm bone	1-30	1-20
27	Fracture of arm bone shaft	5-45	5-40
28	Fracture (intra-articular) of the distal epiphysis of arm bone or the proximal epiphysis of ulnar bone	1-25	1-20
29	Fracture of the shaft of ulnarbone or the shaft of radial bone	1-30	1-25
30	Fracture (intra-articular) of the distal epiphysis of ulna bone or the distal epiphysis of radial bone	1-25	1-20
31	Fracture (intra-articular) of distal epiphysis of radial and ulnar bones (both forearm bones)	1-35	1-30
32	Fracture of wrist and metacarpal bones	1-25	1-20
33	Fracture within thumb	1-20	1-15
34	Fracture of index finger	1-15	1-12
35	Fracture within fingers III to V of the hand (for each finger)	1-10	1-7
36	Total loss of upper extremity at the level of:		
A	Shoulder	75	65
B	Arm	70	60
C	Forearm	65	55
D	Wrist	55	45
37	Total loss of thumb (in the case of a partial loss- 1/3 of the value for each phalanx)	20	15
38	Total loss of index finger (in the case of a partial loss- 1/3 of the value for each phalanx)	15	10
39	Total loss of finger III to V of the hand (in the case of a partial loss- 1/3 of the value for each phalanx)	5	4
40	Total loss of vision of both eyes	100	
41	Total loss of vision in one eye	40	
42	Total loss of vision in one eye without the loss of eye	35	
43	Total loss of auricle	10	

44	Total hearing loss in both ears	60
45	Total hearing loss in one ear	20
46	Total anarthria	100
47	Total loss of tongue	40
48	Total loss of nose (including nasal bones)	15
49	Total anosmia	10
50	Total loss of a lung	30
51	Total loss of a kidney	35
52	Total loss of stomach	20
53	Total loss of spleen	15
54	Total loss of uterus	40
55	Total loss of mammary gland	25
56	Total loss of ovary or testis	20
57	Total loss of penis	35
58	Paralysis of four extremities – permanent	100
59	Paralysis of two extremities – permanent	80
60	Brain concussion	5
61	Brain contusion	10
62	Grade II burn up to 1% of body surface	1-5
63	Grade II burn from 1% up to 15% of body surface	6-20
64	Grade II burn from 16% up to 30% of body surface	21-35
65	Grade II burn above 30% of body surface	36-100
66	Grade III burn of up to 5% of body surface	1-20
67	Grade III burn from 6% up to 10% of body surface	21-50
68	Grade III burn of above 10% of body surface	51-100
69	Airways burn to be treated at the hospital	1-100
70	Grade II frostbite or higher (one finger or toe)	5
71	Grade II frostbite or higher – more than one finger or toe	15
72	Grade II frostbite or higher of nose or ear	20
73	Damages of face coverings (scars, losses)	1-20
74	Scars of thorax coverings	1-20
75	Scars of abdominal coverings	1-20
76	Scars of coverings of lower and upper extremities	1-15

**CIVIL LIABILITY INSURANCE  
(risk code - OC)  
INSURANCE SUBJECT**

**§ 16**

SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. gives insurance cover in the range of claims of civil and legal character occurring in the consequence of a personal or material loss caused by the Insured during his or her travel abroad excluding the territory of the USA and Canada.

**§ 17**

- 1.** Within the limits of its liability SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall be obliged for the following:
  - 1)** To verify the fairness of any claims brought against the Insured, to give any necessary legal assistance in the case the claims are not justified,

- 2) To pay indemnity which the Insured is obliged to pay to the sufferer in view of approbation issued or approved by SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A., an agreement concluded or accepted by him or her or a judgement issued by a court of justice,
  - 3) To cover the costs of a defender representing the Insured's interest during the judicial proceedings.
2. Any costs and expenses incurred in relation to the defence from any claims brought against the Insured can be covered only with the consent, in writing, given in advance by SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A.

## **WARRANTY SUM**

### **§ 18**

1. Warranty sum shall constitute the upper limit of liability of SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A., It has been agreed upon with the Policyholder to amount to 50.000 EUR.
2. The upper limit of liability of SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A., related to all loss events occurring during the insurance period, shall be constituted by the warranty sum specified in the policy, regardless of the number of persons who caused the loss or contributed to the occurrence thereof.

## **LIMITS OF LIABILITY**

### **§ 19**

1. The cover given by SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall exclude the Insured's liability relating to the following:
  - 1) any claims exceeding the scope of statutory civil liability of the Insured being the result of an agreement concluded by the Insured or any particular promises given by him or her,
  - 2) any losses done by the Insured to his or her next-of-kins,
  - 3) any losses done willfully by the Insured or by any persons he or she bears responsible for,
  - 4) any losses resulting out of a loss of money, bonds, jewellery and any type of documents,
  - 5) any losses caused in the state of restricted consciousness of the Insured, i.e. under the influence of alcohol medicines, drugs or any other stupefactions,
  - 6) any losses resulting out of possessing, driving, using or starting mechanical vehicles, air- and water-ships,
  - 7) any claims of penal character, especially for moral losses, punitive and exemplary damages,
  - 8) any loss or damage to property belonging to the Insured or to any other person which has been hired, lent or entrusted to the Insured or to any person he or she bears responsibility for or remained under the custody of one of such persons,
  - 9) any losses resulting out of practising his or her occupation, a job abroad or any profit-oriented activity carried out by the Insured,
  - 10) practising a record-seeking sport or participation in any competitions, races, shows and sport trainings,
  - 11) practising any high-risk sports,
  - 12) any losses occurring as a result of horse-riding, hunting, skiing, snowboard, windsurfing,
  - 13) any claims in the consequence of infecting any other person with a sickness,
  - 14) any losses occurring on territory of the Republic of Poland, the USA and Canada,
  - 15) any losses occurring as a result of war, martial law, state of emergency, acts of terrorism, acts of sabotage and the Insured's participation in riots, commotions, strikes, protests, road blockades, fights.
2. SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall not give any cover to the claims not exceeding 250 EUR and any benefit paid by SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall be reduced by such an amount.
3. SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall bear no liability for any costs being the consequence of the lack of the Insured's consent for SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A., to conclude an agreement with the sufferer for satisfying his or her claims.
4. Warranty sum for one and all events in the range of material losses amounts to 20% of the warranty sum specified in the policy.

## PROCEDURE IN THE CASE OF A SUDDEN DISEASE OR AN ACCIDENT

### §20

**1.** The Insured shall be obliged:

- 1)** to make efforts aimed at the mitigation of consequences of the event by gaining promptly the prompt medical aid and undergoing the recommended treatment, possibly at public health service units.
  - 2)** to notify promptly the Emergency Headquarters about the event if, in the consequence of the accident, a treatment at the hospital, transport to the Republic of Poland are required or if it is necessary to incur additional costs, also those mentioned under §7 hereof.
  - 3)** to take up an active co-operation with Emergency Headquarters and SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. aimed at the explaining of all the circumstances connected with the occurrence of the sudden disease or accident and the determining of the consequences thereof.
  - 4)** to observe the recommendations transmitted from Emergency Headquarters and SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. by giving them the information required as well as all the necessary attorneys or powers.
  - 5)** to gain the medical documentation certifying the medical diagnosis which would justify the need of particular type of treatment to be carried out, description of the treatment including the results of examining, as well as other materials related to the event.
  - 6)** to release the doctors carrying out the treatment of the Insured both in Poland and abroad from the obligation of professional secrecy towards SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. and to allow the access to the documentation related with the treatment.
  - 7)** to release public and non-public health service units as well as Social Insurance Institution (ZUS) from the obligation of professional secrecy and to allow the access to the medical documentation.
  - 8)** to secure the evidence related to the sudden disease or accident for the purposes of claim justification.
  - 9)** to report the claim for medical expense reimbursement to SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. within 7 days from the date of return to the Republic of Poland by submitting the form, filled in properly, and presenting the medical documents as well as the evidence of the costs incurred in relation to the event covered.
  - 10)** at the request of SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. to subject to the examining to be carried out by a doctor appointed by SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A., laboratory tests or clinical observation in order to determine the state of health or to define the permanent health detriment.
- 2.** If the medical expenses do not exceed the amount of 100 EUR, the Insured shall be obliged to cover them him- or herself. Upon presentation of all the documents required SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall pay the benefit being the return of the costs incurred.
- 3.** In the case of the Insured's death- the beneficiary mentioned by name, shall be obliged to submit additionally a copy of death certificate and the documents of his or her identity; if there is no such person mentioned by name, a member of the Insured's family applying for the benefit payment shall be obliged to submit the documents certifying his or her relationship or affinity to the Insured.

## PROCEDURE IN THE CASE OF OCCURRENCE OF A LOSS COVERED BY LIABILITY INSURANCE

### § 21

- 1.** In the case of occurrence of an event which can cause a claim versus the Insured, the Insured shall be obliged for the following:
- 1)** possibly to mitigate the consequences of the loss and to secure all the evidence enabling to define the circumstances of the event,
  - 2)** to notify promptly the Alarm Headquarters or SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. not later than within 7 days from the date of the event connected with the possible liability of the Insured, to give circumstances of the loss, names and addresses of sufferers and witnesses of the event,
  - 3)** not to take any liability and not to conclude any agreement, not to satisfy any sufferer's claims without the consent of SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A., given in writing,

- 4) to give to SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. any necessary powers to carry out any indemnity procedures including process empowerment, if court proceedings has been started versus the Insured,
- 5) to send to SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. the judgment in the lawsuit of civil, penal or penal-administrative character connected with the event from which the Insured's liability results, within such a period of time that it is possible for SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. to make decision to submit an appeal.

#### **DETERMINATION AND PAYMENT OF A BENEFIT FROM MEDICAL EXPENSES, PERSONAL ACCIDENT AND LIABILITY INSURANCE.**

#### **§22**

1. Upon being notified about the event covered, SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A., within 7 days from the date such a notification has been received, shall inform the Policyholder and the Insured about it and carry out the procedure aimed at the determining of the factual circumstances of the event, the justification of the reported claims and the amount of benefit to be paid, and also notify the Policyholder, the Insured or the beneficiary entitled in view of the insurance contract, in writing or by e-mail, what documents are required in order to determine the benefit.
2. Determination of fairness and amount of the benefit shall take place on the basis of the documents submitted by the Insured or by Beneficiary; however SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall be entitled to verify such documents and consult them with specialists.
3. Fairness and amount of the benefit shall be determined on the basis of the following:
  - 1) he evidence certifying the need of immediate medical treatment as the consequence of a sudden disease or an accident as defined under §20 clause 1 item 5 hereof,
  - 2) genuine invoices and payment receipts for any medical services, ambulance as well as the invoices for the purchased medicines and dressing materials,
  - 3) genuine invoices and payment receipts for the transport of the Insured's corpse to homeland or for the burial abroad,
  - 4) genuine invoices and payment receipts evidencing other expenses related to the sudden disease or accident or any other events covered,
  - 5) police report drawn up at the place of accident,
  - 6) medical statement with the depiction of wounds and injuries or the consequences thereof- in case of any wounds and injuries,
  - 7) death certificate- in case of the Insured's death,
  - 8) hospital information card- in case the Insured applies for hospital daily allowance as defined under §12 hereof.
  - 9) statement of the witnesses to the event,
  - 10) a license for driving a vehicle.
4. If the Insured failed to observe any of the duties mentioned under §20 hereof neither has he or she provided the documents required by the Insurer and defined under §22 clause 3 hereof which was of influence to the occurrence of loss, establishing the circumstances or the extent of loss, then SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall be entitled to refuse the payment of indemnity or to reduce it.
5. Any benefit resulting out of the insurance contract shall be paid in Polish zlotys for the benefit of the Insured or beneficiary.
6. SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall cover any justified and evidenced medical expenses directly on account of health service unit or through Emergency Headquarters.
7. Sum insured as defined in the contract shall be the upper border value of benefits to be paid.
8. If the same subject of treatment cost insurance is covered within the same risk in the same time with two or more insurers for the sums which exceed its insurance value, each of the insurers shall be liable up to the amount of loss in such a ratio as the sum insured accepted by it remains to the total of the sums resulting out of such double or multiple insurance.
9. The expenses incurred in foreign currencies shall be calculated in Polish zlotys subject to the average exchange rate of currencies as defined by the President of NBP being in force on the date of determining the benefit.

## **DETERMINATION AND PAYMENT OF A BENEFIT FROM PERSONAL ACCIDENT INSURANCE**

### **§ 23**

1. Types and amounts of the benefits to be paid shall be determined upon finding the causality between the accident and the Insured's death or permanent health detriment.
2. Determination of the causality as mentioned under § 23 clause 1 hereof and the types and amounts of benefits to be paid shall follow on the ground of the provided documents as specified under § 22 hereof.
3. Determination of the grade of permanent health detriment shall be carried out by doctors to be appointed by Insurer, pursuant exclusively to the Table of Benefit presented in § 15 hereof.
4. The grade of permanent health detriment shall be established promptly upon completion of treatment including rehabilitation, 24 months from the date of accident at the latest.
5. In the case of loss or damage of an organ or system the functioning of which had already been handicapped prior to the accident because of a disease or permanent disability, the grade of permanent health detriment shall be determined as the difference between the grade of permanent health detriment as defined after the accident and the one existing prior to the accident.
6. In the case more than one injury specified in the Table of Benefit under §15 hereof occur in the consequence of the accident covered, the amount of benefit for health detriment shall constitute the sum of benefits for each type of permanent health detriment, however not more than the amount of the sum insured in the case of 100% health detriment.
7. In the case of an injury of upper extremities of left-handed persons the amount of permanent health detriment shall be defined by taking the grade of permanent health detriment in respect of the left hand as the one foreseen for the right hand.
8. When determining the grade of permanent health detriment, such factors as the kind of job or other activities performed by the Insured shall not be taken into consideration.
9. If the Insured has received the benefit because of the permanent health detriment then died in the consequence of the same accident, then the death benefit shall be paid if it is greater than the one paid to the Insured because of permanent health detriment, whereby the amount formerly paid shall be deducted.
10. If the Insured died after the grade of permanent health detriment had been determined and the death remains in no causality with the accident, then the permanent health detriment benefit which was not paid to the Insured prior to his or her death, shall be paid to beneficiary; if there is no beneficiary appointed by name, then burial costs shall be returned to the person who incurred such costs.
11. If the grade of permanent health detriment has not been determined prior to the Insured's death, then it is assumed as the supposed one according to doctors appointed by SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A.

### **§ 24**

1. SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall pay the benefit within 30 days from the date the claim was reported.
2. If the circumstances, necessary for the liability of SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. or the amount of benefit to be determined, are impossible to be explained within the above period of time, the benefit shall be paid within 14 days in the amount corresponding to the extent in which the explanation of such circumstances, with proper care, was possible. However, SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall be obliged to pay the undisputable part of the benefit within the period specified under clause 1 above.
3. If the benefit cannot be granted, SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall inform the Insured about it in writing, according to clause 1 above, indicating the circumstances and the legal basis justifying the benefit to be refused.
4. SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall inform the Insured in writing about the amount of the benefit granted.

## **PROCEDURE REGARDING APPEALS PROPOSALS AND COMPLAINTS**

### **§ 25**

1. The Beneficiary shall be entitled to submit an appeal with the Insurer's Board against the Insurer's decision regarding the amount of the benefit granted or refusal thereof.
2. The appeals shall be settled within 30 days from the date such an appeal has been received.
3. Moreover, the Policyholder, the Insured, Co-insured and Beneficiary can report any complaints to the Insurer in other issues than those described under 1 above.
4. Complaints shall be settled within 30 days from the date such complaints have been received and the; the applicant shall be notified promptly about the result of the procedure.
5. Complaints can also be brought to the Insureds' Ombudsman and to other competent authorities basing on the rules specified in separate regulations.
6. The contents of application letter shall be decisive for such letter to be qualified as an appeal or complaint.

## **RECOURSE CLAIMS**

### **§ 26**

1. On the date of benefit payment SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall take over, by virtue of the law, any claims (recourse) against a third party responsible for the loss up to the amount of the benefit paid.
2. If SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. has covered a part of the loss, the Insured shall be entitled to satisfy his or her claims prior to the claims of SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. in respect of the remaining part of such a loss.
3. SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall not take over any claim against the persons with whom the Insured remains in the common household or for whom the Insured bears responsibility.
4. If the Insured, without consent of SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. has waived a claim against a third party responsible for the loss or limited such a claim, then SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. may refuse the payment of the benefit or reduce it.
5. If the claim waiver or limit is disclosed after the benefit had been paid, SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. may demand the Insured to return the whole amount of the benefit paid or a part thereof.

## **FINAL PROVISIONS**

### **§ 27**

1. Any claim resulting out of the insurance contract can be brought by an authorized person according to the general regulations or before the court of justice which is competent for the seat of Policyholder, address of the Insured beneficiary or an other person authorized in view of the insurance contract.
2. Any notifications and declarations of the Insured, Policyholder, Beneficiary and the person submitting a complaint in respect of the insurance contract shall be submitted in writing against a receipt or be sent by recommended letter.
3. If the Insured, Policyholder, Beneficiary or the person submitting the claim have changed his or her address or seat and have not notified SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. about this fact, then SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. is assumed to have performed its commitment of notification and declaration if e message has been sent to the last address of the Insured's seat known to the Insurer.
4. Any matters not regulated within these General Insurance Conditions shall be settled on the basis of the regulations of Civil Code and those of the Law dated May 22<sup>nd</sup> 2003 about insurance activities (Journal of Law No. 124, item 1151 dated 16<sup>th</sup> of July 2003).
5. These Insurance Conditions have been accepted by virtue of the Resolution of the Board No 8/Z/2006 dated 21.02.2006 and shall apply to the contracts concluded from 01.04.2006 on.

Board President  
SIGNAL IDUNA Polska TU S.A.

Alojzy Choda

Board V-ce President  
SIGNAL IDUNA Polska TU S.A.

Leslie J. Breer