

SIGNAL IDUNA



SIGNAL IDUNA Polska
Towarzystwo Ubezpieczeń S.A.

Good to know there's SIGNAL IDUNA.

**General Terms
& Conditions
of Insurance
Safe Travels**

Table of contents

I. COMMON PROVISIONS	p. 3
§ 1. General provisions	p. 3
§ 2. Definitions	p. 4
§ 3. Conclusion of insurance contract	p. 8
§ 4. Insurance period/liability period	p. 9
§ 5. Withdrawal and termination of insurance contract	p. 10
§ 6. Sum insured	p. 11
§ 7. Insurance premium	p. 14
§ 8. Procedure in the event of damage. General provisions	p. 15
§ 9. Determination and payment of benefit/compensation under medical expenses, personal accident, third party liability, travel luggage and sports equipment insurance	p. 16
§ 10. Deadline for payment of benefit	p. 19
§ 11. Procedure of examining appeals, complaints and requests	p. 19
§ 12. Recourse claims	p. 19
II. MEDICAL EXPENSES AND ASSISTANCE INSURANCE	p. 20
§ 13. Subject of insurance	p. 20
§ 14. Limitations of liability	p. 26
§ 15. Procedure in the event of sudden illness or personal accident	p. 28
III. PERSONAL ACCIDENT INSURANCE	p. 28
§ 16. Subject of insurance	p. 28
§ 17. Limitations of liability	p. 31
§ 18. Procedure in the event of sudden illness or personal accident	p. 32
IV. TRAVEL LUGGAGE INSURANCE	p. 33
§ 19. Subject of insurance	p. 33
§ 20. Limitations of liability	p. 34
§ 21. Procedure in the event of damage to luggage	p. 34
V. SPORTS EQUIPMENT INSURANCE	p. 35
§ 22. Subject of insurance	p. 35
§ 23. Limitations of liability	p. 36
§ 24. Procedure in the event of damage to sports equipment	p. 36
VI. LEGAL PROTECTION AND AID INSURANCE	p. 37
§ 25. Subject of insurance	p. 37
§ 26. Limitations of liability	p. 38
VII. GENERAL THIRD PARTY LIABILITY INSURANCE	p. 38
§ 27. Subject of insurance	p. 38
§ 28. Limitations of liability	p. 39
§ 29. Procedure in the event of damage under third party liability	p. 40
VIII. FINAL PROVISIONS	p. 40

I. COMMON PROVISIONS

§ 1.

GENERAL PROVISIONS

1. On the grounds of the present General Terms and Conditions of Insurance, hereinafter referred to as the GT&C, SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń Spółka Akcyjna, hereinafter referred to as SIGNAL IDUNA, concludes insurance contracts with:
 - a) natural persons having their place of residence either in the territory of the Republic of Poland or outside it, during their trip abroad (TRAVEL variant and personal version of BUSINESS variant);
 - b) entrepreneurs (in the understanding of Article 4.1 of the Act on Freedom of Economic Activity of 2 July 2004 (Journal of Laws of 2007, No. 155, item 1095, as amended) having their place of registered office in the territory of the Republic of Poland. An entrepreneur can conclude an insurance contract for the benefit of persons employed or appointed by such an entity (BUSINESS variant).
2. On the grounds of the present GT&C, SIGNAL IDUNA concludes insurance contracts in the following scope:
 - a) medical expenses (incl. rescue) and assistance insurance;
 - b) personal accident insurance;
 - c) legal protection and aid insurance;
 - d) travel luggage insurance;
 - e) third party liability insurance;
 - f) sports equipment.

The selected insurance contract must include medical expenses and assistance insurance, personal accident insurance and legal protection and aid insurance. In addition, the Policyholder may take out any auxiliary insurance cover selected from points d)-f), save that it is possible to take out sports equipment insurance only if travel luggage insurance has been taken out.
3. At the Policyholder's request and upon payment of an additional premium, the scope of the insurance contract may be extended:
 - a) as regards medical expenses (incl. rescue) and assistance insurance, to risks related to:
 - 1) performing physical work abroad (WA code);
 - 2) consequences of chronic diseases and cancer (CP code);
 - 3) practising winter sports (SZ code);
 - 4) practising high risk sports (HR code);
 - 5) practising record-seeking sports (SP code);
 - 6) practising extreme sports (SM code);
 - b) as regards personal accident insurance, to risks related to:
 - 1) performing physical work abroad (WA code);
 - 2) practising winter sports (SZ code);
 - 3) practising high risk sports (HR code);
 - 4) practising record-seeking sports (SP code);
 - c) as regards sports equipment insurance and third party liability insurance, to risks related to practising winter sports (SZ code).

4. Coverage of the extreme sports risk results in the coverage of risks related to practising winter sports, practising high risk sports and practising record-seeking sports without the need to pay an additional premium, and in the case of combining additional sports risks, the highest increase in the premium covers all sports risks covered by the lower increase.
5. Insurance covers amateur practising of sports without the need to extend the insurance contract.
6. The insurance is available in two variants: TRAVEL or BUSINESS.
7. Medical expenses and assistance insurance in TRAVEL variant is available in two options: standard or super; BUSINESS variant includes super option of medical expenses and assistance insurance.
8. BUSINESS variant differs from the TRAVEL variant by:
 - a) extended assistance package;
 - b) duration of the policy (only 6 or 12-months periods);
 - c) possibility to take out bearer's insurance (cover provided throughout the term of the contract, exclusively for the number of man-days for which the premium has been paid).
9. With the Policyholder's approval, additional provisions or ones differing from those specified in these GT&C may be introduced to the insurance contract.
10. Such differing provisions referred to in item 9 must be introduced in writing and their full text must be incorporated in the insurance contract, otherwise being null and void.
11. The content of the insurance contract and its final wording is decided on by the Policyholder, i.e. the Policyholder decides on the subject of insurance, insurance variant and option.

§ 2.

DEFINITIONS

The terms used in these GT&C mean:

1. **Amateur practising of sport** - practising sport exclusively to keep fit or regenerate, for recreational purposes or as a form of active leisure.
2. **Travel agent** - an entrepreneur whose activity consists in acting permanently as an agent in concluding contracts for travel services for the benefit of tour operators holding a valid permit to conduct such an activity in the territory of the Republic of Poland or for other service providers based in the territory of the Republic of Poland.
3. **Acts of terrorism** - illegal, collective or individual action using violence against persons or objects, aimed at intimidating or disrupting public life (schools, transport, workplaces, etc.).
4. **Out-patient clinic** - an open health service unit in which medical aid is rendered in the range of diagnostics and therapy by qualified medical and nursing staff. In the understanding hereof this term does not cover alms-houses, hospicium, drug and alcohol abuse cure centres, health resort centres, preventorium and rehabilitation units or centres.
5. **Travel luggage** - objects customarily taken for a trip, clothes, shoes, cosmetics, perfumes, small appliances (hairdryer, electric curler, iron), medicines prescribed by a doctor, manometers, glucose meters, hearing aids, crutches, walking sticks, corrective glasses, sunglasses, wheelchairs (if required by the Insured's state of health), pushchairs, small gifts and souvenirs as well as mobile phones, photographic and computer equipment, audio-visual equipment, if they are stored as provided for in § 19 item 2 and if they form part of hand luggage.
6. **Travel agency** - an entrepreneur registered in the territory of the Republic of Poland organising trips or acting as an agent in concluding contracts for the provision of travel services, or a travel agent.

7. **Emergency Call Centre** - organizational unit appointed by SIGNAL IDUNA which the Policyholder or the Insured is obliged to notify of the occurrence of an event covered by insurance, subject to the provisions of § 14 item 1.
8. **Genetic disease** - a deviation from the normal condition impairing one's capability in daily life, which is transmitted as a hereditary characteristic from one generation to another, or which arises as a result of changes or disorders in mechanisms of transmitting hereditary characteristics.
9. **Neoplastic disease (cancer)** - a medical condition consisting of an uncontrolled growth of tissue of a particular organ. The condition can be of chronic character or it can appear with severe symptoms occurring suddenly.
10. **Chronic disease** - any disorder or deviation from the normal condition characterised by one or more of the following: is permanent, entails disability, is caused by irreversible pathologic changes, requires special rehabilitation, requires long-term supervision, observation, treatment or care. It can be treated permanently or periodically.
11. **Insurance document** - a policy, card, certificate or any other document confirming the conclusion of an insurance contract by the parties.
12. **Acting under the influence of alcohol** - acting in a condition when blood alcohol content exceeds 0.0‰ or breath alcohol content exceeds 0.0 mg per 1 dm³.
13. **Expedition** - an organized trip aimed at the implementation of the assumed sport - or science-oriented tasks.
14. **Epidemic** - occurrence of cases of infection with or contraction of a contagious disease in a given area, the number of such cases being markedly higher than in the past; or occurrence of cases of infection with or contraction of a contagious disease not occurring before.
15. **Integral franchise** - a determined amount up to which SIGNAL IDUNA will not be liable for damage..
16. **Deductible** - a determined amount by which the amount of compensation paid out by SIGNAL IDUNA is reduced.
17. **Cash** - domestic and foreign notes and coins.
18. **Waiting period** - a waiting time as defined hereunder during which SIGNAL IDUNA bears no liability for any damage, despite the fact that the insurance has been concluded. Liability of SIGNAL IDUNA commences upon the expiry of the waiting period. SIGNAL IDUNA collects the premium exclusively for the period of the cover provided.
19. **Natural disaster** - an event connected with the action of forces of nature, resulting in drastic changes in the environment, its causes including without limitation atmospheric discharges, seismic shocks, strong winds, heavy atmospheric precipitations, prolonged impact of extreme temperatures, landslides, fires, droughts, floods, ice phenomena on rivers and seas as well as lakes and water bodies, mass pest infestation, plant or animal diseases or human infectious diseases or impact of other natural forces.
20. **Assistance and medical expenses** - 22. costs connected with sudden illness or personal accident as specified in § 13.
21. **Burglary** - a seizure of property upon removal of the existing locks by means of physical force or tools or by means of a forged key or a master-key or by means of the genuine key into possession of which the perpetrator entered in the consequence of breaking into other premises or a robbery.
22. **Country of permanent residence** - the country in which the Insured is covered by social security on the basis of residence permit or citizenship.
23. **Out-patient treatment** - treatment not involving an uninterrupted, at least 24-hours long stay in hospital or another medical care unit.
24. **Preventive odontology** - therapy of caries, therapy of necrotic changes, channel treatment, exchange of damaged fillings, treatment of gingival diseases (paradontosis, dental calculus removal).

25. **Hospitalization** - a stay in hospital lasting at least 24 hours.
26. **Number of man-days** - the product of days and people covered by insurance.
27. **Sudden illness** - morbid symptoms occurring suddenly which constitute a threat to the Insured's health or life, requiring immediate medical care, which cause the need to undergo treatment before the trip is ended.
28. **Consequence of a chronic / neoplastic disease (cancer)** - intensification (acutition) of an acute chronic/ neoplastic disease (cancer) occurring in a sudden way after crossing the border of the country of permanent residence and requiring immediate medical aid, resulting in the need to undergo treatment before the trip abroad is over.
29. **NBP** - the National Bank of Poland.
30. **Personal accident** - a sudden event caused by external circumstances, in the consequence of which the Insured, irrespective of his/her will, suffered a permanent injury to the body or health disorder, or died.
31. **Insurance period** - period indicated in the insurance document as requested by the Policyholder during which SIGNAL IDUNA provides insurance.
32. **Next-of-kin** - spouse, parents, siblings, children, adopted child as well as his/her spouse, civil law spouse, grandparents, parents-in-law, children-in-law.
33. **Accompanying person** - the person travelling along with the Insured and indicated by him or her to accompany him or her during the treatment and / or transport recommended by the doctor leading the treatment abroad for the purposes of bringing him or her back to homeland.
34. **Pandemic** - an epidemic of a contagious illness occurring at the same time in different countries on different continents.
35. **Legal protection and aid** - assistance connected with third party liability of the Insured or his/her vindicating claims for compensation under third party liability, as described in § 25.
36. **Physical work** - jobs and activities taken up by the Insured while travelling abroad which are either paid for or not, and as part of practical/occupational training, voluntary work and traineeship, which are based mainly on muscle power and practical skills (excluding school and student apprenticeships not having the characteristics of physical work such as apprenticeship at a reception desk, hotel, university/college). Physical work is understood as performing any type of physical work, including without limitation one with the use of dangerous tools, chemical substances, welding work, work on drilling platforms, work with high voltage electrical devices, high altitude work, renovation and construction work, transport (excluding work of drivers going abroad on business trips as ordered by an employer based in the territory of the Republic of Poland - only BUSINESS variant), work in agriculture, work underground, work in iron and steel industry, work in shipyards, work related to tree logging and processing, work in catering sector. Physical work does not mean work performed by the Insured as part of daily-life activities.
37. **Premature delivery** - delivery occurring not later than in the 32nd week of pregnancy.
38. **Robbery** - seizure of property using physical constraint or threat of its use towards the Insured or his/her next-of-kin or by driving the Insured unconscious or vulnerable.
39. **Insurance premium** - the amount which the Policyholder or Insured is obliged to pay to SIGNAL IDUNA for the provision of insurance during the period covered by insurance.
40. **Extreme sports** - sports disciplines the practising of which requires special skills, braveness and acting under the circumstances of high risk, in particular sports such as parachuting, paragliding, gliding, hot-air ballooning, pilotage of any motor aircraft, mountain cycling, motor sports, canyoning, bungee jumping, canoping, mountaineering, rock climbing, speleology, alpinism,

ski jumping, skiing outside of designated tracks, bump skiing, acrobatic ski jumping, extreme skiing and snowboarding and sports in which vehicles going on snow or ice are used, as well as participating in expeditions to places characterised by extreme climate or natural conditions (i.e. mountain trekking at altitudes above 3,500 m a.s.l., arctic regions, poles, bush, jungle, glacier or snow areas requiring the use of belaying equipment, desert areas) or in expeditions.

41. **High-risk sports** - sports such as horseback riding, polo, hunting, paintball, diving with the use of breathing apparatus (scuba diving equipment), ship wreck and cave diving, freediving, sailing, rafting or other water sports practised on mountain rivers, fight sports, any kind of defence arts (if not practised for record-seeking purposes).
42. **Winter sports** - practising downhill, cross-country skiing or snowboarding on marked ski runs for recreational purposes.
43. **Sports equipment** - any kind of sports equipment, including accessories for such equipment, used by the Insured while practising sports disciplines for amateur or recreational purposes.
44. **Property damage** - damage occurring as a damage, destruction or loss of property.
45. **Bodily injury** - damage occurring as death, injury or health disorder.
46. **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 alms-houses, hospicium, drug and alcohol abuse cure centres, health resort centres, preventorium, and rehabilitation units or centres, even where they form an organisational part of a hospital.
47. **Permanent health detriment** - permanent injury to the Insured's body suffered as a result of a personal accident covered by insurance, whereby the permanent injury is understood as permanent defect of structure and function of an organ or extremity. In the understanding hereof a permanent health detriment means only and exclusively those types of detriments which are listed in the Percentage table of benefits under permanent health detriment found in § 16 item 3 hereof.
48. **Policyholder** - a natural person, legal entity or an organizational unit without legal personality which concludes the insurance contract and is obliged to pay insurance premium.
49. **Insured** - a natural person with permanent residence in the Republic of Poland or outside it, for the benefit of whom the insurance contract has been concluded.
50. **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, and other statutory heirs.
51. **Practising record-seeking sports** - a form of physical activity consisting of practising sports disciplines:
 - a) as part of sports sections or clubs, while simultaneously participating in competitions or practice preparing for competitions, or
 - b) as regards persons practising individual sports - by persons participating in professional, national or international competitions, organized by a sports association in charge of the given discipline or
 - c) as regards sports games - by persons being members of clubs participating in professional, national or international competitions, organized by a sports association in charge of the given discipline, or
 - 4) by persons authorized on the basis of an employment contract or a civil law contract to receive any form of remuneration in connection with the sport discipline being practised, including scholarship or refund of costs.

CONCLUSION OF INSURANCE CONTRACT

1. The insurance contract is concluded on the Policyholder's request.
2. In the TRAVEL variant the insurance contract may cover either an individual or a group.
3. A group contract is applicable provided that it covers all Insureds, in accordance with the list of names, by the same scope of insurance with the same sum insured.
4. A list of names for the collective contracts referred to in item 3 must be attached to the insurance document. In the case of insurance contracts concluded based on a general agreement, the list of names is made following a template delivered by SIGNAL IDUNA and kept by the Policyholder, who is obliged to successfully forward it to SIGNAL IDUNA in accordance with the general agreement.
5. An insurance contract may be concluded by the Policyholder for the benefit of a third person (the Insured).
6. Unless agreed otherwise, an insurance contract must include: The Insured's name, surname, date of birth or PESEL no. (in the case of citizens of the Republic of Poland) as well as the Insured's place of residence or full entity name, Tax Identification Number and address of the company, enterprise or institution. Additionally the Policyholder is obliged to notify SIGNAL IDUNA of all the circumstances known to it and having impact on increasing the probability of the occurrence of an insured event, which SIGNAL IDUNA asked about before concluding the insurance contract.
7. During the term of the contract both the Policyholder and the Insured are obliged to report in writing all changes in the circumstances referred to in item 6, immediately upon being notified thereof.
8. If the information provided on the circumstances referred to in item 6 is not true, SIGNAL IDUNA is not liable for the consequences of such circumstances, unless such circumstances do not result in an increased probability of the occurrence of an event covered by the insurance. If untrue information is stated intentionally, in case of doubt it is deemed that an insured event and consequences thereof result from the circumstances on which untrue information was stated.
9. The person entitled under the insurance contract is the one for the benefit of whom the insurance contract was concluded. The Insured, besides the Policyholder, is responsible for observing the duties under the insurance contract.
10. The Policyholder is obliged to notify the Insured of his/her duties arising from the insurance contract.
11. Under the BUSINESS variant the contract can be concluded either in personal or bearer version (with a limit of man-days).
12. The insurance document in the personal version must include the data set forth in item 6 while in the bearer version the following data are required:
 - a) Policyholder's data (name, Tax Identification Number and address of the company, enterprise, institution etc.),
 - b) Term of the contract,
 - c) Scope of insurance and sum insured,
 - d) Number of man-days covered by insurance during the term of the insurance contract (the minimum limit of man-days per insurance contract being 100).
13. In the case of bearer contracts (BUSINESS variant), unless agreed otherwise, the Policyholder is obliged, at the latest on the date of the Insured's departure, to effectively notify SIGNAL IDUNA (or an authorised Agent) of the

trip, including names and surnames, dates of birth and places of residence of the trip participants, as well as the date of departure and return. The notification is deemed effective if it is received by SIGNAL IDUNA directly or using the form of contact indicated by SIGNAL IDUNA, before the Insured starts the trip. The Policyholder keeps a register of Insureds and their dates of trips prepared according to the template agreed by SIGNAL IDUNA.

14. Unless otherwise agreed, the bearer contract (BUSINESS variant) covers persons employed and indicated by the entrepreneur with one scope of insurance, with the sums insured.
15. SIGNAL IDUNA confirms the conclusion of an insurance contract by issuing an insurance document.

§ 4.

INSURANCE PERIOD/LIABILITY PERIOD

1. Insurance contract may be concluded for the period from 1 day to 1 year which is the maximum.
2. The insurance period is indicated in the insurance document.
3. SIGNAL IDUNA insurance is effective starting not earlier than on the date (hour) on which the insurance document is issued and the premium is paid and not later than at the end of the day specified in the insurance document; moreover:
 - a) In the case of personal accident, travel luggage and sports equipment insurance, SIGNAL IDUNA insurance becomes effective the moment the journey starts, i.e. the Insured leaves home, and ends the moment the journey is finished - the Insured returns home (the insurance is effective in the territory of the Republic of Poland for the first 24 hours of the trip only, and, after crossing the border, uninterruptedly until the journey is ended, not later though than until the end of the insurance period indicated in the insurance document),
 - b) In the case of medical expenses and assistance, legal protection and aid as well as third party liability insurance the cover is effective from the moment of crossing the border of the Republic of Poland when leaving, and until the moment of crossing the border when returning to the Republic of Poland,
 - c) In the case of persons starting their trip from a country other than the Republic of Poland, the insurance of all types is effective from the moment of crossing the border of the starting country and until the moment of crossing this border when returning.
4. If the person or object for whose benefit the insurance contract is concluded stays:
 - a) outside the territory of the Republic of Poland - applies to persons for whom the Republic of Poland is a country of permanent residence or
 - b) in the territory of the Republic of Poland or outside of the country of permanent residence - applies to persons for whom the country of permanent residence is a country other than the Republic of Poland, then the liability of SIGNAL IDUNA begins upon expiry of 5 days, counting from the day following the day the insurance contract is concluded, not earlier though than the moment the premium is paid. The above waiting period does not apply to renewals of the insurance contract, provided that the renewal is made before the expiry of the insurance period ensuing from the previously concluded insurance contract. Extension of the insurance period requires that a new insurance document be issued. During the waiting period SIGNAL IDUNA collects the premium exclusively for the period of the insurance cover provided.

5. In the case of BUSINESS insurance version the provisions of items 2, 3, 4 and the provisions below apply:
 - a) The insurance contract is concluded for a period of 6 or 12 months in the personal variant or for 12 months in the bearer variant, with a possibility of continuation in the following 6-month or 12month insurance periods,
 - b) In the case of personal insurance variant, SIGNAL IDUNA's cover is provided during all the trips of the Insured during the term of the contract, regardless of the number of such trips, provided that such a trip does not exceed 60 days; in the case of trips lasting longer than 60 days the insurance only covers the first 60 days,
 - c) In the case of bearer insurance variant, SIGNAL IDUNA's cover is valid during the term of the contract, only for the number of man-days for which the premium has been paid,
 - d) In the case of bearer contracts SIGNAL IDUNA's liability begins the moment SIGNAL IDUNA is notified of the trip,
 - e) In the case of bearer contracts, SIGNAL IDUNA's liability ends the moment the trip is ended, but not later than on the date specified in the insurance document and not later than at the end of the day specified as the end date of the trip in the notification of the trip,
 - f) In the case of bearer contracts, the cover period may only be extended before the end date of the trip specified in the notification of the trip and requires that a new notification be sent to SIGNAL IDUNA. Furthermore, item 4 applies accordingly.
6. Where a planned return from a trip abroad is cancelled due to volcanic eruption, strike or riot, hurricane, flood or earthquake which started during the Insured's stay abroad, SIGNAL IDUNA provides additional insurance cover of medical expenses referred to in § 13 items 2, 4 and 5 starting from the end of the insurance period specified in the insurance document till the date on which such a return is possible, however not longer than for seven days.

§ 5.

WITHDRAWAL AND TERMINATION OF INSURANCE CONTRACT

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. The fact of withdrawing from the insurance contract does not release the Policyholder from the obligation to pay the premium for the period during which SIGNAL IDUNA provided insurance.
2. No handling charges are deducted if termination takes place within the statutory time.
3. The amount of premium due for reimbursement is calculated proportionally to the length of the unused insurance period, where every started day is deemed fully used.
4. In the case of BUSINESS variant of insurance, the provisions of items 1, 2 and 3 apply; moreover, the following must be taken into consideration:
 - a) if the limit of man-days of insurance is not used up during the term of the insurance contract taken out in the bearer version, the unused man-days can be moved to the next insurance period if the contract is renewed for another 12 months at the Policyholder's request; the above does not release the Policyholder from the duty to pay for the minimum number of man-days (100) for the new insurance period. Where the insurance contract is not renewed, the unused man-days are not reimbursed,

- b) the Policyholder is obliged to pay the premium for the number of man-days of cover specified in the contract on the date of concluding the insurance contract; during the term of the contract the Policyholder may, upon payment of additional premium, increase the number of man-days of cover,
 - c) if the number of man-days of cover specified in the contract is exhausted, and the insured event occurs afterwards, SIGNAL IDUNA is released from the duty to pay the compensation unless the parties agree otherwise.
- 5. Withdrawal from the insurance contract should be performed in writing, otherwise being null and void.
 - 6. If the Policyholder wants to withdraw from or terminate the insurance contract and apply for a refund of the insurance premium, he is obliged to return the original insurance contract to SIGNAL IDUNA and to sign an insurance contract withdrawal or termination form.

§ 6.

SUM INSURED

- 1. The sum insured is agreed with the Policyholder and the amount thereof is determined based on the tariff table in force on the date of taking out insurance, and constitutes the upper limit of SIGNAL IDUNA's liability. The sum insured indicated in the insurance document in case of a group contract means the sum for every Insured.
- 2. The average PLN to EUR exchange rate as defined by the National Bank of Poland and valid on the day preceding the date of concluding the insurance contract (after 12.00 noon) is used for determining the sum insured.
- 3. The provisions of items 1 and 2 and the ones below apply for the purposes determining the sum insured for each risk specified in the present GT&C:
 - a) in the case of medical expenses (incl. rescue) and assistance insurance:
 - 1) the sum insured is agreed with the Policyholder for one and all events during the insurance period,
 - 2) SIGNAL IDUNA reimburses the costs of medical expenses (incl. rescue) and assistance resulting from sudden illness or personal accident until the sum specified in the insurance document is exhausted, subject to the provisions of the present GT&C where a separate amount has been determined for individual services,
 - 3) in the case of travelling to the USA, Canada, Japan, Australia or to Caribbean Islands, the limit to be used from the selected sum insured for out-patient treatment, purchase of medicines and dressing materials as prescribed by the doctor may not exceed PLN equivalent of EUR 2,000.00,
 - b) in the case of personal accident insurance, the sum insured specified in the insurance document constitutes the upper limit of SIGNAL IDUNA's liability per Insured;
 - c) in the case of travel luggage and sports equipment insurance, the sum insured determined by the Policyholder should reflect the market value of such travel luggage or sports equipment;
 - d) in the case of third party liability insurance:
 - 1) the sum insured specified in the insurance document constitutes the upper limit of SIGNAL IDUNA's liability related to all insured events occurring during the insurance period, regardless of the number of persons who caused the damage or contributed to the occurrence thereof,

- 2) the sum insured for one and all events in the area of property damage related to amateur practising of sports and practising winter sports amounts to 25% of the sum insured specified in the insurance document,
- 3) the sum insured for one and all events in the area of bodily injuries related to amateur practising of sports and practising winter sports amounts to 50% of the sum insured specified in the insurance document,
- e) in the case of legal protection and aid insurance:
 - 1) SIGNAL IDUNA grants a loan to cover a bail in money up to the PLN equivalent of EUR 10,000.00,
 - 2) SIGNAL IDUNA reimburses the costs of a lawyer established for the purposes of pursuing the Insured's claims arising from tort, up to the PLN equivalent of EUR 2,000.00, as well as costs of legal aid granted in order to have the Insured released from custody, up to the PLN equivalent of EUR 1,000.00.
4. The summary of sums insured for each type of insurance is presented in the following table (SI - sum insured, CMT - costs of medical treatment, PA - personal accident, TL - travel luggage, SE - sports equipment, TPL - third party liability):

	STANDARD OPTION	SUPER OPTION
	SUM INSURED/SUM GUARANTEED	
COSTS OF MEDICAL TREATMENT	From EUR 10,000.00 to 100,000.00	
Rescue costs	Up to EUR 6,000.00	
ASSISTANCE		
Out-patient clinic	Up to SI CMT except the USA, Canada, Japan, Australia and the Caribbean Islands - up to EUR 2,000.00	
Dental treatment of sudden inflammations	Up to PLN 600.00	
Daily hospital allowance (continuation of treatment in the Republic of Poland)	PLN 40.00 per day, 10 days maximum	
Transport to and between medical care units after the Insured's return to the Republic of Poland	Up to SI CMT, 10 days maximum	
Transport of the Insured to the country of permanent residence in connection with the need to be treated or on treatment completion	To the Republic of Poland - up to SI CMT	
	To a country other than the Republic of Poland - up to EUR 5,000.00	
Medical transport of the Insured abroad to or between medical care units	Up to SI CMT	
Transport of the Insured on treatment completion for the purpose of continuing the journey	Up to EUR 500.00	
Transport of the Insured's corpse	To the Republic of Poland - up to SI CMT	
	To another country - up to EUR 5,000.00	
Meals and accommodation for the accompanying person staying with the Insured's corpse	Up to EUR 100.00 per day, 7 days maximum	

	STANDARD OPTION	SUPER OPTION
Costs of return transport of the person accompanying the deceased	To the Republic of Poland - up to SI CMT	
	To another country - up to EUR 2,000.00	
Journey of the accompanying person	To the Republic of Poland - up to SI CMT	
	To another country - up to EUR 2,000.00	
Meals and accommodation for the accompanying person	Up to EUR 100.00 per day, 7 days maximum	
Visit of a person indicated by the Insured	Costs of transport - up to SI CMT	
	Meals and accommodation - up to EUR 100.00 per day, 7 days maximum	
Costs of the Insured's convalescence	Up to EUR 100.00 per day, 7 days maximum	
Purchase of coffin or urn (cremation)	Up to SI CMT	
Meals and accommodation for the carer	Up to EUR 100.00 per day, 7 days maximum	
Additional costs of the carer's trip	To the Republic of Poland - up to SI CMT	
	To another country - up to EUR 2,000.00	
Transport of the carer on completion of the Insured's treatment for the purpose of continuing the journey	Up to EUR 500.00	
Extension of the insurance cover as a result of volcanic eruption, strikes, riots, hurricane, flood, earthquake	Up to SI CMT, 7 days maximum	
Coverage of additional costs of prolonged stay abroad (only in the case of insurance contracts concluded on the basis of the general contract)	Up to EUR 100.00 during the period from 3rd to 5th day of the prolonged stay	
Care of family members (transport of members of the Insured's family)	-	Up to SI CMT
Care of minor children (transport of the Insured's children)	-	Up to SI CMT
Transport of the Insured to the Republic of Poland in the case of trip interruption	-	Up to SI CMT
Driver's substitution	-	Up to EUR 500.00
Assistance in case of a delayed flight	-	Up to EUR 250.00
Transport of a replacement person (only in BUSINESS variant)	-	Up to SI CMT
Costs of cancelling the participation in a golf event (only in BUSINESS variant)	-	Up to EUR 125.00
Organization of money transfer	-	Up to EUR 200.00

	STANDARD OPTION	SUPER OPTION
Reimbursement of costs of prolonged care of household pets	-	Up to PLN 100.00 per day, 7 days maximum
Reimbursement of costs of a ski pass	-	Up to EUR 300.00
Reimbursement of costs of ski equipment rental	-	EUR 20.00 per day, up to EUR 200.00 maximum
LEGAL PROTECTION AND AID		
Costs of legal protection	Up to EUR 2,000.00	
Costs of legal aid	Up to EUR 1,000.00	
Security deposit	Up to EUR 10,000.00	
Personal accident	From PLN 15,000.00 to 100,000.00	
Benefit in the case of complete health detriment or death	100% of SI PA	
Benefit in the case of partial health detriment	Specific % of SI PA	
TRAVEL LUGGAGE		
From PLN 1,000.00 to 5,000.00		
Photographic and computer equipment, audio-visual equipment and mobile phones	Up to 50% of SI TL	
Costs related to a delay in the delivery of luggage by air carrier (only in BUSINESS variant)	Up to 50% of SI TL	
SPORTS EQUIPMENT		
From PLN 1,000.00 to 5,000.00		
TPL		
From EUR 30,000.00 to 100,000.00		
Bodily injuries related to amateur practising of sports or winter sports	Up to 50% of SI TPL	
Property damage related to amateur practising of sports or winter sports	Up to 25% of SI TPL	

§ 7.

INSURANCE PREMIUM

1. The insurance premium is determined depending on the following:
 - a) insurance variant (TRAVEL or BUSINESS),
 - b) scope of insurance specified in § 1 item 2,
 - c) option of medical expenses and assistance insurance (standard or super option),
 - d) cover of additional risks mentioned under §1 item 3 (additional loadings),
 - e) sum insured,
 - f) insurance period,
 - g) geographic area (depending on zone):
 - 1) zone 1 - countries situated in Europe and in the Mediterranean Basin (Albania, Algeria, Andorra, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, the Canary Islands, the Channel Islands, Croatia, Cyprus, Czech Republic, Denmark, Egypt, Estonia, Faroe Islands, Finland, France, Germany, Gibraltar, Greece, Hungary,

Iceland, Ireland, Isle of Man, Israel, Italy, Jan Mayen Island, Jordan, Kosovo, Latvia, Lebanon, Libya, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Morocco, the Netherlands, Norway, Poland, Portugal, Romania, Russia, San Marino, Serbia, Slovakia, Slovenia, Spain, Svalbard, Sweden, Switzerland, Syria, Tunisia, Turkey, the UK, Ukraine, the Vatican, and all the islands of the Mediterranean, Northern and Baltic Sea

2) zone 2 - all countries worldwide,

- h) forms of concluding insurance contracts (personal, bearer - declared number of man-days),
 - i) Insured's age (premium loading for persons aged above 65, premium discount for persons aged below 25; if an Insured aged over 65 pays a loading for the consequences of chronic and neoplastic diseases, the age loading does not apply),
 - j) premium rates as defined in the tariff valid on the date of insurance contract conclusion,
 - k) EUR exchange rate - the premium rate is calculated in PLN based on the average PLN/EUR exchange rate as announced by the NBP and valid on the last working day (after 12.00 noon) preceding the day of insurance contract conclusion.
2. Unless agreed otherwise, the Policyholder/Insured is obliged to pay the premium on the day of insurance contract conclusion.
 3. The premium is payable one-off in Polish currency in cash or cashless from.
 4. If the premium is paid in cash, the moment the premium is paid is the moment cash is paid to an authorized representative of SIGNAL IDUNA.
 5. If the premium is paid by a transfer to an appropriate bank account of SIGNAL IDUNA, then the day of payment is the day on which the transfer is made.
 6. If the premium is paid by a credit card or through a website, then the day of payment is the day on which the payment is authorized.

§ 8.

PROCEDURE IN THE EVENT OF DAMAGE GENERAL PROVISIONS

1. Unless the provisions of the following paragraphs provide otherwise, the Insured is obliged to notify SIGNAL IDUNA of every insured event without delay, but not later than within 7 days of becoming aware of it, and where this is impossible, within 7 days of the date of return to homeland.
2. The Insured is obliged to release the doctors treating him/her in the country of permanent residence and abroad from keeping doctor-patient confidentiality with regard to SIGNAL IDUNA and to consent to his/her treatment documentation being made available to SIGNAL IDUNA; in the case of public and non-public health care centres, the Insured is obliged to release them from the duty to keep confidentiality and to consent to make all kinds of medical documentation available to SIGNAL IDUNA upon request.
3. Where the Insured becomes aware of preparatory proceedings being initiated or legal action being taken against him or her, he or she should notify SIGNAL IDUNA thereof without delay, even if he or she personally notified SIGNAL IDUNA of the insured event in question.
4. The Insured is obliged to use all the measures available to mitigate the damage and prevent it from extending. The Insured is also obliged to enable SIGNAL IDUNA to perform the necessary actions to determine the circumstances of the occurrence of damage, the grounds for the claim and the amount thereof.

5. The Insured is obliged to grant to SIGNAL IDUNA all the powers necessary to carry out any compensation procedures, including power of attorney ad litem, if the injured takes legal action against the Insured. The above does not release the Insured from his/her duty to raise objections or appeal on time, in reply to reminders or orders of administrative bodies.
6. The Insured is obliged to notify SIGNAL IDUNA whether he/she possesses any insurance document other than the one issued by SIGNAL IDUNA, covering the same risk.
7. If a claim is made, the Insured is not entitled to take any steps aiming at having it accepted or satisfied or at reaching a compromise with the injured unless SIGNAL IDUNA consents to it. Should the above provision be infringed, SIGNAL IDUNA is released from the duty to perform, unless the Insured could not have acted otherwise given the circumstances.
8. Special provisions on the procedure in the case of occurrence of damage under a given risk are presented in separate paragraphs.

§ 9.

DETERMINATION AND PAYMENT OF BENEFIT/COMPENSATION UNDER MEDICAL EXPENSES, PERSONAL ACCIDENT, THIRD PARTY LIABILITY, TRAVEL LUGGAGE AND SPORTS EQUIPMENT INSURANCE

1. Determination of the grounds for and amount of the benefit takes place on the basis of the documents submitted by the Insured or Beneficiary; however, SIGNAL IDUNA is entitled to verify such documents and consult them with specialists.
2. The grounds for and the amount of benefit or compensation, depending on the type of damage, are determined based on:
 - a) documents certifying the need of immediate medical treatment as the consequence of a sudden illness or a personal accident as defined under § 15 point e) and § 18 point e),
 - b) original invoices and/or payment receipts for any medical services, ambulance, as well as the invoices for the purchased medicines and dressing materials,
 - c) original invoices and/or payment receipts for the transport of the Insured's corpse to homeland or for the burial abroad,
 - d) original invoices and/or payment receipts evidencing other expenses related to the sudden illness, personal accident or any other events covered,
 - e) police report drawn up at the place of accident,
 - f) in the case of suffering wounds or other injuries, medical documentation from the date of event or the beginning of treatment (e.g. case record) including a description of wounds and injuries sustained or consequences thereof,
 - g) in the case of death - death certificate and other documents connected with this event, including but not limited to documents with information on the reasons for the death,
 - h) police report concerning the loss or theft of travel luggage or robbery,
 - i) statements of the witnesses to the event,
 - j) a license for driving a vehicle,
 - k) a document from transport agent confirming flight or luggage delay,
 - l) certificate from the carrier (airline, railway, bus or ferry transport agent) on its inability to provide the transport service due to volcanic eruption, strike or riot, hurricane, flood or earthquake,
 - m) original invoices and/or payment receipts confirming prolonged stay abroad due to volcanic eruption, strike or riot,

- n) school's declaration that the given person was a guardian during a trip organized by the school or at its request by the tour operator, taking into account the date of the trip and its destination,
 - o) document confirming the ownership of a dog or a cat,
 - p) original invoices and/or payment receipts confirming the costs of prolonged stay at an animal hotel, together with the animal hotel's declaration indicating the number of days of prolonged stay,
 - q) original invoices and/or payment receipts confirming the rental of ski equipment,
 - r) original invoices and/or payment receipts for ski passes, together with a document confirming the price of the ski pass and the number of days,
 - s) original invoices and/or payment receipts for participating in ski or snowboarding lessons,
 - t) other documents necessary to determine SIGNAL IDUNA's liability.
3. SIGNAL IDUNA covers any justified and evidenced medical expenses directly on account of medical care unit or via Emergency Call Centre.
4. In the case of Personal Accident Insurance, the following provisions apply:
- a) types and amounts of the benefits to be paid are determined upon finding the causality between the accident and the Insured's death or permanent health detriment,
 - b) determination of the causality as mentioned under item 4 point a) hereof and the types and amounts of benefits to be paid is done on the grounds of the provided documents, as specified under item 2,
 - c) the sum insured determined in the insurance contract is paid out in the case of 100% detriment to health or death, if the Insured dies in the consequence of a personal accident within 2 years of the date of accident; in the case of partial detriment to health, a percentage of the sum insured corresponding to the percentage of permanent detriment the Insured has suffered is granted,
 - d) the degree of permanent health detriment is determined by doctors appointed by SIGNAL IDUNA, on the basis of the Percentage table of benefits under permanent detriment to health, found in § 16 item 3 hereof,
 - e) the degree of permanent health detriment is established promptly upon completion of treatment including rehabilitation, 24 months from the date of accident at the latest,
 - f) in the case of loss or damage of an organ or system whose functioning had already been handicapped prior to the accident because of a disease or permanent disability, the degree of permanent health detriment is determined as the difference between the degree of permanent health detriment after the accident and the one existing prior to the accident,
 - g) when determining the degree of permanent health detriment, such factors as the kind of work or other activities performed by the Insured are not taken into consideration,
 - h) if the Insured receives the benefit because of the permanent health detriment and then dies in the consequence of the same accident, then the death benefit is paid whereby the amount formerly paid is deducted,
 - i) if the Insured dies after the degree of permanent health detriment had been determined and the death remains in no causality with the accident, the permanent health detriment benefit which was not paid to the Insured prior to his/her death, is paid to beneficiary; if there is no beneficiary appointed by name, then burial costs are returned to the person who incurred such costs,
 - j) if the degree of permanent health detriment is not determined before the Insured's death, and the Insured's death is caused by an event other than the accident being the cause of health detriment, the probable degree

- of permanent health detriment determined by SIGNAL IDUNA doctors is assumed, and the benefit arising out of it is paid to the Beneficiary,
- k) in the case of the Insured's death after a lapse of 24 months of the date of the personal accident, the causality between the accident and the Insured's death is not recognized.
5. In respect of travel luggage/sports equipment, the amount of benefit is determined according to the cost of repair or the real value of the article taking its degree of real wear into account. The value of the article is determined by SIGNAL IDUNA on the basis of the original purchase invoice or the value of the new article of identical or similar performance traits on the date of event occurrence.
 6. In the case the stolen or damaged articles forming part of the Insured's travel luggage or sports equipment are recovered, the Insured is obliged to notify SIGNAL IDUNA about this fact without delay. The compensations paid out for lost property or sports equipment are returnable. Upon consent of SIGNAL IDUNA the returned compensation can be decreased by the value of defects and faults found in the recovered articles.
 7. A deductible of 5% of the damage applies to every compensation payment with reference to loss or destruction of sports equipment (sports equipment insurance).
 8. If the Policyholder fails to fulfil any of the duties mentioned under § 8, § 15, § 18, § 21, § 24, § 29 hereof intentionally or through gross negligence, or fails to provide the documents required by the Insurer and defined under item 2 hereof, SIGNAL IDUNA is entitled to reduce the payment of compensation accordingly if such a violation results in the increase of loss or makes it impossible to determine the circumstances and consequences of an insured event.
 9. If the same subject of insurance is covered under the same risk with two or more insurers at the same time for the sums which exceed its insurance value, each of the insurers is liable up to the amount of damage 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 (with the exclusion of personal accident insurance).
 10. In the event of the Insured's death, if no Beneficiary is appointed by name, the person filing a claim for compensation/benefit is obliged to submit a copy of the death certificate and a document confirming his/her consanguinity or affinity with the Insured. If the Insured was single, a document confirming the right to compensation is required. If the Beneficiary was appointed by name, the following documents are required: ID, copy of death certificate and a document confirming the fact of being entitled to the compensation/benefit.
 11. Any compensation/benefit resulting out of the insurance contract is paid in PLN for the benefit of the Insured, Beneficiary or Injured. In the case of Insureds, Beneficiaries or Injured having their permanent place of residence outside the Republic of Poland, the payment can be made by a bank transfer in EUR or USD.
 12. The expenses incurred in foreign currencies are converted into PLN according to the average exchange rate announced by the Chairman of NBP and valid on the day preceding the date of determining the benefit (after 12.00 noon).

§ 10.

DEADLINE FOR PAYMENT OF BENEFIT

1. SIGNAL IDUNA pays the benefit within 30 days of the date the claim is reported.
2. If the circumstances, necessary for the liability of SIGNAL IDUNA or determination of the amount of benefit, are impossible to be explained within the above period of time, the benefit is paid within 14 days of the date on which the explanation of such circumstances, with proper care, is possible; however, SIGNAL IDUNA is obliged to pay the indisputable part of the benefit, understood as the evidenced part of the benefit being beyond doubt, within the period specified under item 1.
3. If the benefit is not payable or the amount payable is other than requested in the claim form, SIGNAL IDUNA informs the Insured/Beneficiary about it in writing within the deadline specified in item 1 above, indicating the circumstances and the legal basis justifying the refusal to pay the benefit.
4. SIGNAL IDUNA informs the Insured in writing about the amount of the benefit granted.

§ 11.

PROCEDURE FOR EXAMINING APPEALS, COMPLAINTS AND REQUESTS

1. The Insured/Policyholder/Beneficiary is entitled to appeal SIGNAL IDUNA's substantive decision concerning the scope of the granted benefit or its refusal to grant one to the Management Board of SIGNAL IDUNA within 30 days of the date of issuing such a decision.
2. SIGNAL IDUNA settles the appeals within 30 days of the receipt thereof.
3. Furthermore, in the case of matters other than the ones referred to in item 1, the Policyholder or the Insured may file a complaint with SIGNAL IDUNA.
4. Complaints are settled within 30 days of the receipt thereof and the person who filed such a complaint is notified promptly of the result of the procedure.
5. The content of a letter is decisive for such a letter to be qualified as an appeal or complaint.
6. Any claims resulting out of the insurance contract can be sued for either on the basis general regulations or before the court of justice competent for the residence or place of registered office of the Policyholder or the Insured.

§ 12.

RECOURSE CLAIMS

1. On the date of benefit payment SIGNAL IDUNA takes over, by virtue of the law, any claims (recourse) against a third party responsible for the damage up to the amount of the benefit paid.
2. If SIGNAL IDUNA has covered a part of the damage, the Insured is entitled to satisfy his/her claims prior to the claims of SIGNAL IDUNA in respect of the remaining part of such damage.
3. SIGNAL IDUNA does not take over any claims against the persons with whom the Insured remains in the common household, unless the damage was inflicted intentionally.
4. If the Insured, without consent of SIGNAL IDUNA, waives a claim against a third party responsible for the damage, or limits such a claim, SIGNAL IDUNA may refuse the payment of the benefit or reduce it.

5. If the claim waiver or limitation is disclosed after the benefit has been paid, SIGNAL IDUNA may demand the Insured to return the whole amount of the benefit paid or a part thereof.

II. MEDICAL EXPENSES AND ASSISTANCE INSURANCE

§ 13.

SUBJECT OF INSURANCE

STANDARD OPTION

1. The subject of insurance under standard option are medical expenses and costs of assistance incurred by the Insured who, while staying outside of his/her country of permanent residence, had to undergo an immediate treatment in the consequence of a sudden illness or a personal accident.
2. Medical expenses are considered to be any expenses which occurred outside the country of the Insured's place of permanent residence, and were incurred for the following:
 - a) **medical examinations and procedures** prescribed by a medical doctor in the consequence of a sudden illness or a personal accident,
 - b) **appointment with a doctor**, including the doctor's transport to the Insured's current location,
 - c) **purchase of necessary medicines and dressing materials** prescribed by a medical doctor,
 - d) **a stay at an out-patient clinic or hospital** (medical procedures, doctors' fees, medicines, tests, surgeries),
 - e) **delivery which occurred not later than in the 32nd week of pregnancy** whereby the benefit is paid for mother and child up to the sum insured in total,
 - f) **repair and purchase of glasses and repair of artificial limbs or dentures immediately after the accident** if these have been damaged in the consequence of the personal accident as defined under § 2 item 30 hereof, causing a permanent health detriment of the Insured,
 - g) **dental treatment of sudden inflammations** (up to PLN 600.00 for all the events occurring during the term of the insurance contract); only provisional filling of the tooth is covered by insurance; any later fixed filling, channel filling, crown reconstruction is excluded; any treatment related to teeth deformation or growth incorrections as well as preventive dentistry is excluded,
 - h) **decompression chamber in medically justified cases**, provided that loading for practising high risk sports, extreme sports or record-seeking sports is taken out,
 - i) **Insured's transport to an out-patient clinic or hospital** justified by the Insured's state of health and approved by the Emergency Call Centre,
 - j) **Insured's transport between medical care units** as recommended by the doctor leading the Insured's treatment abroad,
 - k) **transport to the place of accommodation after medical aid has been rendered**,
 - l) **rescue costs**,
SIGNAL IDUNA covers necessary and evidenced costs incurred for rescue or search action led by special services in order to rescue life or health of the Insured who had an accident outside the Republic of Poland or the country of his/her permanent residence (which not necessarily should

result in permanent health detriment) or suffered a sudden illness; the costs of rescue are understood as:

- 1) search action costs by special rescue services,
- 2) providing medical first aid in the place of the event,
- 3) transport from the place of accident to the nearest medical care unit required by health state (using special means of transport such as sleigh, helicopter, toboggan, motor-boat).

Sum insured amounts maximum to the PLN equivalent of EUR 6,000.00 constituting a sublimit of medical expenses sum insured.

The costs of rescue will not be covered if they have occurred as a result of unjustified call of the rescue services.

3. If, as a result of treatment conducted abroad, continuation is necessary in the Republic of Poland, the insurance covers additionally:

a) **taking plaster off, change of dressing, removal of stitches, injections, first consultation with a physiotherapist**, provided that the Insured has a referral from the doctor leading the treatment abroad, and the above-mentioned service is provided after the Insured's return to homeland and is a continuation of the treatment recommended from the medical point of view; SIGNAL IDUNA covers the medical expenses related to the above provided that the Insured contacts the Emergency Call Centre in advance regarding such medical services,

b) **daily hospital allowance** - in the case of the Insured's stay in hospital as a result of a personal accident or sudden illness covered by insurance, the Insurer pays out daily hospital allowance amounting to PLN 40.00 per day of stay in hospital, counting from the 1st day, but not longer than until the 10th day of such stay; the benefit only covers stays in hospital in the territory of the Republic of Poland following directly the Insured's return to homeland and constituting a continuation of treatment started abroad; hospital discharge summary report is the basis for payment of daily hospital allowance,

c) **Insured's transport to and between medical care units after return to the Republic of Poland**, where such transport is justified by the Insured's state of health. SIGNAL IDUNA covers the cost of transport (using the cheapest available means of transport approved by the doctor leading treatment) not longer than until the 10th day after the date of return to homeland.

4. The scope of **assistance** covers:

a) **transport costs in connection with the need of the Insured's return to the Republic of Poland or his/her country of permanent residence** because of his/her state of health requiring an immediate continuation of the treatment, by the cheapest available means of transport approved by the doctor leading the treatment; in the case of an Insured whose country of permanent residence is other than the Republic of Poland, SIGNAL IDUNA covers the costs of transport only up to the amount of PLN equivalent of EUR 5,000.00 constituting a sub-limit of medical expenses sum insured,

b) **costs of transport to the Republic of Poland or the country of permanent residence on treatment completion** in the case the Insured cannot continue the journey nor can he/she return to Poland by the means of transport planned formerly, SIGNAL IDUNA covers the costs of transport back to homeland using the cheapest available means of transport approved by the doctor leading the treatment; in the case of an Insured whose country of permanent residence is other than the Republic of Poland, SIGNAL IDUNA covers the costs of transport only up to the amount of PLN equivalent of EUR 5,000.00 constituting a sub-limit of medical expenses sum insured,

- c) **additional costs of the Insured's transport** upon treatment completion from the place of hospitalization abroad to the place from which the Insured will be able to continue his/her journey as planned formerly, maximum the amount of PLN equivalent of EUR 500.00,
- d) **additional costs of meals (excluding alcoholic drinks) and 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 or the country of his/her permanent residence promptly after the hospitalization has been completed and the Insured is recommended by doctors to stay in bed; SIGNAL IDUNA covers such costs up to PLN equivalent of EUR 100.00 per day,
- e) **additional travel costs of an accompanying person necessary for the transport of the Insured to the Republic of Poland or the country of permanent residence**, if such a journey takes place on recommendation, drawn up in writing, of the doctor leading the Insured's treatment abroad; in the case of an Insured whose country of permanent residence is other than the Republic of Poland, SIGNAL IDUNA covers the additional costs of transport of an accompanying person only up to the maximum amount of PLN equivalent of EUR 2,000.00 constituting a sub-limit of medical expenses sum insured,
- f) **costs of a visit of a person indicated by the Insured**, residing in the Republic of Poland or in the Insured's country of permanent residence or remaining in the country of the Insured's illness onset, if the Insured stays at the hospital abroad for a period of time exceeding 7 days without being accompanied by any adult person; within the visit costs SIGNAL IDUNA reimburses return transport costs (railway or bus ticket or, if the time of journey exceeds 8 hours - plane ticket) of the person visiting the hospitalized patient including the costs of meals (alcoholic drinks excluded) and accommodation for the period not exceeding 7 days, maximum PLN equivalent of EUR 100.00 per day,
- g) **additional costs of meals (alcoholic drinks excluded) and accommodation for the Insured's accompanying person** necessary to settle any formalities related to the Insured's return to his/her country of permanent residence, for the period not exceeding 7 days, maximum up to PLN equivalent of EUR 100.00 per day,
- h) **costs of transport of Insured's corpse (only in the case of people residing in the territory of the Republic of Poland)** to the place of burial in the Republic of Poland or costs of burial in the country where the insured event took place; SIGNAL IDUNA reimburses the costs of transport of Insured's corpse to the place of burial in the territory of the Republic of Poland or the costs of burial in the country where the insured event took place up to the amount of costs of transporting the corpse to the Republic of Poland that SIGNAL IDUNA would bear if it ordered the transport of corpse to a Polish company dealing with repatriation of corpses; however, such costs may not exceed the sum insured specified in the insurance document,
- i) **costs of transport of the Insured's corpse (in the case of people whose country of permanent residence is not the Republic of Poland)** to the place of burial in the country of a person's permanent residence or costs of burial in the country where the insured event took place. SIGNAL IDUNA reimburses the costs of transport of the Insured's corpse to the place of burial in the country of his/her permanent place of residence, or costs of burial in the country where the insured event took place - up to the amount of EUR 5,000.00 constituting a sub-limit of medical expenses sum insured,

- j) **cost of coffin or urn purchase and cremation abroad** if required so by the local legal regulations regarding corpse transport; the costs of cremation are only reimbursed if a permit for repatriation of corpse to the country of the Insured's permanent residence is not obtained,
- k) **additional costs of meals (alcoholic drinks excluded) and accommodation for the accompanying person staying with the Insured's corpse** for the period not exceeding 7 days, maximum PLN equivalent of EUR 100.00 per day,
- l) **costs of return transport of the person accompanying the deceased on the way back to the Republic of Poland or to the country of permanent residence** (if the means of transport foreseen formerly could not have been used) - the accompanying person is transported to the place of burial of the Insured or to an appropriate institution in the Republic of Poland or the country of permanent residence of the Insured. SIGNAL IDUNA reimburses the transport costs (railway or bus ticket or, if the time of journey by train or by bus exceeds 8 hours - plane ticket in economy class). In the case of the Insured whose country of permanent residence is not the Republic of Poland, SIGNAL IDUNA covers additional costs of return transport of the accompanying person up to the maximum amount of PLN equivalent of EUR 2,000.00 constituting a sub-limit of medical expenses sum insured,
- m) **day-and-night service of Emergency Call Centre** - SIGNAL IDUNA covers the costs of the first phone call to the Emergency Call Centre incurred by the Insured with reference to a sudden illness or personal accident,
- n) **transmitting messages** - In the case of an unforeseeable event not depending on the Insured's will which causes a delay or change in his/her travel plan, the Emergency Call Centre, at the Insured's request, will transmit any necessary information to his/her family and/or employer; the Emergency Call Centre and SIGNAL IDUNA do not bear any responsibility for the contents, promptness or consequences of the transmitted information,
- o) **assistance in case of theft or loss of documents** - if the Insured loses his/her travel documents (passport, tickets, etc.), the Emergency Call Centre will give the information about the measures to be taken; neither the Emergency Call Centre nor SIGNAL IDUNA bears responsibility for the effects of such measures,
- p) **additional costs of prolonged stay abroad** (only in the case of insurance taken out based on a general agreement i.e. trips organized by travel agencies; the insurance exists provided that additional premium is paid) - where a planned return from a trip abroad is cancelled due to volcanic eruption, strike or riot which started during the Insured's stay abroad, SIGNAL IDUNA reimburses the Insured for additional costs of prolonged stay up to the equivalent of EUR 100.00 per day incurred between the 3rd (third) and 5th (fifth) day of such a prolonged stay abroad (maximum EUR 300.00); the costs of prolonged stay are understood as costs of accommodation and meals, excluding alcoholic drinks,
- q) **additional costs of stays, meals and transport of the guardian** (only in the case of a leisure trip - organized by/at the request of schools, i.e. summer camps, day-camps, etc.) - if there is a need for one of the guardians to accompany the hospitalized Insured, assistance covers:
 - 1) **additional costs of meals (alcoholic drinks excluded) and accommodation for the guardian** accompanying the Insured if his/her presence is necessary to settle any formalities related to the Insured's return to his/her country of permanent residence, for the period not exceeding 7 days, maximum PLN equivalent of EUR 100.00 per day,

- 2) **additional travel costs of a guardian if his/her presence is necessary for the transport of the Insured to the Republic of Poland or the country of permanent residence**, if such a journey takes place on recommendation, drawn up in writing, from the doctor leading the Insured's treatment abroad; in the case of an Insured whose country of permanent residence is other than the Republic of Poland, SIGNAL IDUNA covers the additional costs of transport of a guardian only up to the maximum amount of PLN equivalent of EUR 2,000.00 constituting a sub-limit of medical expenses sum insured,
- 3) **additional costs of the guardian's transport** upon treatment completion from the place of the Insured's hospitalization abroad to the place from which the Insured will be able to continue his/her journey as planned formerly, maximum the amount of PLN equivalent of EUR 500.00.

SUPER OPTION

5. The subject of insurance under super option is medical expenses specified in items 2 and 3, assistance specified in item 4, as well as:
 - a) **care of family members** - in the case of hospitalization or death of the Insured SIGNAL IDUNA covers the additional costs of return to the Republic of Poland or the country of permanent residence (railway ticket, bus ticket or, if the journey by train or by bus lasts longer than 8 hours, a plane ticket), for family members covered by SIGNAL IDUNA who accompany the Insured during the trip, provided that the means of transport planned formerly could not be used,
 - b) **care of minor children** - in the case of the Insured's hospitalization or death SIGNAL IDUNA covers the costs of return to the Republic of Poland or the country of permanent residence for minor children (railway ticket, bus ticket or, if the journey by train or by bus lasts longer than 8 hours, a plane ticket), provided that they travelled along with the Insured and are not accompanied by any other person of age; children are transported under care of a representative of SIGNAL IDUNA,
 - c) **assistance in the case of trip interruption** - SIGNAL IDUNA covers any additional costs of the Insured's transport to the Republic of Poland (railway ticket, bus ticket or, if the journey by train or by bus lasts longer than 8 hours, a plane ticket), in the case the means of transport foreseen previously cannot be used and the Insured is forced to interrupt his/her travel suddenly for one of the following reasons:
 - 1) a personal accident, sudden illness which requires hospitalization of an Insured's next-of-kin provided that the above event took place in territory of the Republic of Poland,
 - 2) death of next-of-kin,
 - 3) a serious damage to the Insured's property or premises where the Insured performs his/her business activity in the territory of the Republic of Poland, which occurred in the consequence of fire, natural disasters or was caused by an offence, resulting in the need to perform some legal and administrative actions whereby the presence of the Insured is required,
 - d) **legal assistance on the phone** - in the case where the Insured breaks the law of the country in which he/she is staying during the trip abroad, SIGNAL IDUNA provides the Insured with access to the legal assistance on the phone, consisting in a possibility to contact a lawyer from the Emergency Call Centre who, according to the documents being at his disposal and to the existing circumstances, will render the Insured the legal information enabling the legal problem to be solved,

- e) **driver's substitution** - SIGNAL IDUNA covers the costs of hiring a professional driver or any other person having a driving license to transport the Insured to the Republic of Poland, if the state of the Insured's health in the consequence of a personal accident or a sudden illness, as confirmed in writing by the doctor leading the treatment, does not allow him to drive his/her own car and his/her accompanying person does not have a driving license. SIGNAL IDUNA covers the costs of driver's substitution up to the amount of PLN equivalent of EUR 500.00,
- f) **assistance in the case of flight delay** - in the case of cancellation or at least 5hour delay of an international scheduled flight organized by a professional airline for which the Insured has a valid ticket, SIGNAL IDUNA reimburses the Insured for the necessary expenses incurred starting from the 6th hour of delay confirmed by the airline, provided that such expenses are not reimbursed by the airline, up to the PLN equivalent of EUR 250.00; charter flights are excluded from cover,
- g) **transport of a replacement (only in BUSINESS variant)** - where the Insured cannot perform his/her duties connected with a trip abroad in the consequence of a sudden illness or personal accident covered by insurance, SIGNAL IDUNA covers the costs of transport of a person who will take over the Insured's duties (railway or bus ticket or, if the time of journey exceeds 8 hours - a plane ticket),
- h) **assistance in the case of cancellation of participation in a golf event** - only under the BUSINESS variant of insurance, provided that the sports equipment insurance is bought; SIGNAL IDUNA provides assistance to the Insured in the case he/she cancels his/her participation in a golf event due to sudden serious illness or personal accident requiring hospitalization and making participation in the event impossible, as certified by a relevant document issued by the doctor leading the treatment and approved by a doctor appointed by SIGNAL IDUNA; SIGNAL IDUNA covers the costs incurred with reference to the participation fee up to the equivalent of EUR 125.00,
- i) **reimbursement of costs of prolonged care of household pets (dogs or cats)** - in the case of a delayed return to the Republic of Poland, related to the Insured's hospitalization, SIGNAL IDUNA covers additional costs of prolonged stay of a dog or cat owned by the Insured at an animal hotel; SIGNAL IDUNA covers the costs for the period of up to 7 days of prolonged stay at an animal hotel, up to PLN 100.00 per day,
- j) **organization of money transfer** - if, as a result of unforeseen events, the Insured is left without any money, then, at the Insured's request, SIGNAL IDUNA will send the Insured cash money in the amount of PLN equivalent of EUR 200.00; money will be transferred upon prior payment of the given amount together with the appropriate fee by a person named by the Insured to the bank account indicated by SIGNAL IDUNA; organization of money transfer occurs provided that transfer of such money is possible,
- k) **reimbursement of costs of a ski pass** - insurance covers the costs of a ski pass entitling the holder thereof to use ski lifts and to participate in ski or snowboarding lessons; SIGNAL IDUNA reimburses the costs of a ski pass if the ski pass cannot be used by the Insured who has been hospitalized as a consequence of a sudden illness or a personal accident covered by insurance on the grounds of the present GT&C ; SIGNAL IDUNA reimburses the costs of an unused ski pass for the period corresponding to the number of full days during which it could not have been used, however, not more than a PLN equivalent of EUR 300.00,

- l) **reimbursement of costs of ski equipment rental** - if the Insured has been deprived of the possibility to use the ski equipment insured by SIGNAL IDUNA for reasons and under the circumstances indicated in § 22 item 3 point c) and d) of the present GT&C, SIGNAL IDUNA reimburses the costs of renting ski equipment corresponding to the type of equipment constituting the subject of insurance, in the amount of PLN equivalent of EUR 20.00 per day the equipment is being rented, however, not more than a PLN equivalent of EUR 200.00.

§ 14.

LIMITATIONS OF LIABILITY

1. SIGNAL IDUNA is not liable for any costs incurred by the Insured without consent of the Emergency Call Centre; the above limitation does not apply where the Insured objectively could not contact the Emergency Call Centre due to his/her state of health.
2. The Insured's contact with the Emergency Call Centre is not required exclusively in the case of dental treatment and single out-patient appointment if the Insured chooses the doctor on his/her own and covers the cost of appointment. SIGNAL IDUNA reimburses the Insured for the above-mentioned based on medical documentation including medical diagnosis, original invoices, original payment receipts upon the Insured's return to the country of his/her permanent residence, however, SIGNAL IDUNA is entitled to verify such documents and consult them with specialists. The costs incurred are reimbursed up to the amount that would be paid for dental treatment or a single out-patient appointment if these were organized by SIGNAL IDUNA.
3. The insurance does not cover the costs incurred if the Insured acts contrary to the decision of the Emergency Call Centre agreed with the doctor leading the treatment abroad.
4. The medical expenses and the costs which occurred in connection with the Insured's need to return to his/her place of permanent residence, costs of transport of the Insured's corpse as well as any other costs covered by the insurance, are excluded from the cover if such costs occur due to:
 - a) Insured's attempt to commit or committing an offence or suicide, Insured's wilful action or selfmutilation,
 - b) a personal accident which occurred while the Insured was driving a vehicle or other means of transport under the influence of alcohol, drugs or any other intoxicants of similar effect or without the required license allowing to drive such a vehicle,
 - c) any events which occurred after the Insured had taken alcohol, drugs or any other intoxicants,
 - d) war and hostilities, acts of terrorism, martial law, state of emergency, or the Insured's participation in riots, commotions, strikes, protest actions, road blocks and brawls (however, the cover applies in the case where the Insured suffered because of hostilities, acts of terrorism or civil war during his/her trip abroad. The above cover expires at the end of the 7th day after the war, act of terrorism or civil war began in the territory of the country in which the Insured stays. SIGNAL IDUNA is not liable if the Insured travels to a country in which a war or civil war already lasts, also when the Insured participates actively in the war, acts of terrorism or civil war. SIGNAL IDUNA is also not liable for accidents caused by nuclear, biological or chemical weapons),
 - e) medical contraindications concerning the Insured's travel abroad, if this had any influence on the occurrence of medical expenses,

- f) medical indication concerning an operation, a treatment or medical observation at hospital existing prior to the Insured's travelling abroad, provided that an insured event is connected with such indication,
 - g) Insured's failure to submit himself or herself to vaccinations or other preventive treatments required by the administrative regulations of the Insured's destination countries,
 - h) consequences of chronic disease or cancer, unless additional premium is paid (not applicable to a chronic disease or cancer not identified before the trip abroad and manifesting itself during such trip with symptoms requiring immediate or life-saving assistance),
 - i) mental disturbances, depressions, innate defects,
 - j) venereal diseases, treatment of diseases being the result of HIV virus infection, epidemic, pandemic,
 - k) medical treatment exceeding the scope which is necessary to restore the Insured's state of health enabling him or her to return to the Republic of Poland or the country of his/her permanent residence,
 - l) delivery which occurred after the 32nd week of pregnancy, test-tube fecundation and any other sterility treatment,
 - m) abortion, termination of pregnancy, provided that the procedure has not been carried out for life- or health-saving purposes,
 - n) purchase of contraceptives,
 - o) purchase of artificial limbs or dentures and hearing aids,
 - p) special diet for the Insured comprising tonics and products taken by the Insured habitually, vaccinations as well as massages, baths, inhalations, therapeutic gymnastics, irradiation (even if such measures are recommended by the doctor),
 - q) travelling for therapeutic purposes, stay at health resort centres,
 - r) stay or treatment in almshouse or hospice,
 - s) treatment of the Insured on his/her own or treatment by a doctor being a member of the Insured's family,
 - t) preventive dental treatment (except sudden inflammation as defined under § 13 item 2 point g hereof) and prosthetics,
 - u) any kind of vaccination (except for a situation where a vaccination is carried out within health- or life-saving first aid),
 - v) plastic and cosmetic surgery,
 - w) consequences of genetic diseases,
 - x) transport to obtain medicines, regardless of the type of transport and medical recommendations,
 - y) if, in the opinion of the doctor leading the treatment, the beginning of the treatment may be put off until the Insured's return to the Republic of Poland or country of permanent residence,
 - z) continuation of the Insured's treatment, in the case when the doctor leading the treatment consents to the Insured being transported to the Republic of Poland or country of permanent residence but the Insured does not consent to it.
5. The insurance does not cover costs of phone calls, fax transmissions and text messages, except for the cost of the first phone call to the Emergency Call Centre (reimbursed based on the telephone bill) incurred by the Insured in connection with a sudden illness or personal accident.
6. The following risks are also excluded from cover, unless an additional premium has been paid for:
- a) performing physical work abroad,
 - b) consequences of chronic diseases and cancer,
 - c) practising winter sports,
 - d) practising high risk sports,

- e) practising record-seeking sports,
 - f) practising extreme sports,
7. Where a travel agency is the Policyholder, a deductible may be applied. In the case of cashless system of covering costs by the Emergency Call Centre, the deductible does not apply.

§ 15.

PROCEDURE IN THE EVENT OF SUDDEN ILLNESS OR PERSONAL ACCIDENT

In the case of a sudden illness or personal accident, provisions of § 8 apply; furthermore, the Insured is obliged to:

- a) notify the Emergency Call Centre immediately, if as a consequence of such personal accident or sudden illness it is necessary to provide hospital treatment, a medical procedure, transport to homeland or any other assistance which will result in burdening the Insured with costs, with the reservation regarding dental treatment and single out-patient appointment, as specified in § 14 item 1,
- b) make efforts aimed at the mitigation of consequences of the event by gaining medical aid promptly and undergoing the recommended treatment,
- c) take up an active co-operation with Emergency Call Centre and SIGNAL IDUNA aimed at explaining all the circumstances connected with the occurrence of the sudden illness or personal accident and determining the consequences thereof,
- d) observe the recommendations transmitted from the Emergency Call Centre and SIGNAL IDUNA by sharing the required information as well as all granting the necessary powers of attorney,
- e) obtain the medical documentation certifying the medical diagnosis justifying the need for particular type of treatment, description of the treatment including the results of tests and investigations, accident protocol, if there is one, as well as other materials related to the event,
- f) secure documents connected with the sudden illness or personal accident in order to justify the claim,
- g) file a claim for reimbursement of costs with SIGNAL IDUNA within 7 days of his/her return to the Republic of Poland or the country of permanent residence, including filled out claim form and documents confirming the grounds for the claim made,
- h) at the request of SIGNAL IDUNA, undergo the examination to be carried out by a doctor appointed by SIGNAL IDUNA, laboratory tests or clinical observation in order to determine the state of health or to determine the permanent health detriment.

III. PERSONAL ACCIDENT INSURANCE

§ 16.

SUBJECT OF INSURANCE

- 1. The subject of insurance is personal accidents within the scope specified in the present GT&C.
- 2. The insurance covers personal accidents which occurred during the term of the insurance contract.

3. The personal accident insurance contract covers the following types of benefits:
- a) death benefit in the case of death as a result of a personal accident if it occurred within 2 years of the date of the accident - the benefit is paid in the amount of 100% of the sum insured indicated in the insurance document,
 - b) benefit in the case of permanent health detriment:
 - 1) in the case of a 100% detriment - a benefit equal to 100% of the sum insured indicated in the insurance document is paid,
 - 2) in the case of a partial detriment - a benefit constituting a percentage of the sum insured, equal to the percentage of the health detriment, is paid; the degree of permanent health detriment is determined by doctors appointed by SIGNAL IDUNA, on the basis of the Percentage table of benefits under permanent detriment to health presented below:

Percentage table of benefits under permanent detriment to health:

Type of permanent health detriment	% of permanent health detriment
Total loss of:	
1. vision in one eye	30
2. vision in both eyes	100
3. hearing in one ear	30
4. hearing in both ears	60
5. smell and sense of smell together	10
6. tongue and sense of taste together	50
Total physical loss or total loss of control over various organs	
7. upper extremity in the shoulder joint	70
8. upper extremity above the elbow joint but below the shoulder joint	65
9. upper extremity below the elbow joint but above the wrist	60
10. upper extremity below or at the wrist	55
11. lower extremity above the middle part of the thigh	70
12. lower extremity below the middle part of the thigh but above the knee joint	60
13. lower extremity below the knee joint but above the middle part	50
14. lower extremity below the middle part of the lower leg but above the foot (knee joint)	45
15. lower extremity - feet in the ankle joint	40
16. lower extremity - feet excluding the heel	30
Total physical loss of	
17. thumb	20
18. index finger	10
19. another finger	5
20. first toe	5
21. another toe	2

Type of permanent health detriment	% of permanent health detriment
Burns (2nd and 3rd degree)	
22. burns covering 5 – 15% of the body area	10
23. burns covering 16 – 30% of the body area	25
24. burns covering 30% of the body area	45
Fractures	
25. Pelvic fracture, fracture of the bone in the area of the hip joint (excluding isolated fractures of the pubic and ischial bone, tailbone), fracture in the area of the hip joint (hip joint cavity, proximal femoral epiphysis, trochanter, subtrochanteric fracture, pertrochanteric fracture)	
a) comminuted open fracture	25
b) other open fractures	10
c) other comminuted fractures	8
d) other fractures	5
26. Fracture of the humerus/femur	
a) comminuted open fracture	15
b) other open fracture	10
c) other comminuted fracture	8
d) other fractures	3
27. Fracture of both bones of the lower leg/forearm	
a) comminuted open fracture	10
b) other open fracture	8
c) other comminuted fracture	5
d) other fractures	3
28. Fracture of the skull base and skull cap/shoulder blade	
a) comminuted open fracture	15
b) other open fracture	10
c) other comminuted fracture	8
d) other fractures	5
29. Fractures of the following bones: craniofacial, mandible, thumb (phalanges of the thumb and the metacarpus), index finger, collarbone, kneecap, ankle bone, heel bone	
a) comminuted open fracture	10
b) other open fracture	6
c) other comminuted fracture	4
d) other fractures	2
30. Fractures of the following bones: ala of ilium, iliac spine, ischial tuberosity, spinal cord	
a) open fracture	8
b) other fractures	3

Type of permanent health detriment	% of permanent health detriment
31. Fracture of the elbow bone, radius, shinbone	
a) comminuted open fracture	8
b) other open fracture	6
c) other comminuted fracture	4
d) other fractures	2
32. Fractures of the following bones: ribs, fingers and toes (excluding the thumb and pointing finger), tailbone, calfbone, spinous and transverse processes, pubic bone, ischial bone:	
a) open fractures	8
b) other fractures	3
33. Fractures of the metatarsal and metacarpal bone, breastbone, wrist bone	
a) open fractures	6
b) other fractures	2

§ 17.

LIMITATIONS OF LIABILITY

1. The insurance does not cover accidents which occurred as a result of:
 - a) disturbances of consciousness and mind, apoplectic or epileptic attacks or any other spasmodic attacks covering the Insured's entire body. The cover exists if such disturbances or attacks result out of a personal accident covered by the insurance contract,
 - b) attempt to commit or committing an offence or suicide by the Insured, self-mutilation or intentional action of the Insured as well as participating in any bets,
 - c) any events which occurred after the Insured had taken alcohol, drugs or any other intoxicants,
 - d) driving a vehicle or other means of transport by the Insured without the license required to drive such a vehicle,
 - e) mental disturbances, depressions, consequences of chronic diseases and cancer, innate defects,
 - f) war and hostilities, acts of terrorism, acts of sabotage, martial law, state of emergency, or the Insured's participation in riots, commotions, strikes, protest actions, road blocks and scrimmaging (however, the cover exists in the case the Insured is suddenly affected by hostilities, acts of terrorism or civil war during his/her trip abroad; the above cover expires at the end of the 7th day after the war, act of terrorism or civil war began in the territory of the country in which the Insured stays; SIGNAL IDUNA is not liable if the Insured travels to a country in which a war or civil war already lasts, also when the Insured participates actively in the war, acts of terrorism or civil war; SIGNAL IDUNA is also not liable for accidents caused by nuclear, biological or chemical weapons),
 - g) 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 an accident covered by the insurance contract,

- h) 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 are not considered 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 limitation does not apply to rabies and tetanus,
 - i) alimentary intoxications as a result of the intake of liquid or solid substances,
 - j) abdominal or inguinal hernia - the cover exists if the abdominal or inguinal hernia is the result of the accident covered,
 - k) damage of spinal discs, bleeding from internal organs - the cover exists if the above damage was caused by an accident as defined under § 2 item 30 hereof,
 - l) cerebral haemorrhage, infarctions, apoplexy,
 - m) consequences of genetic diseases.
2. Unless additional premium is paid, SIGNAL IDUNA is not liable if a personal accident occurred as a result of:
- a) performing physical work abroad,
 - b) practising winter sports,
 - c) practising high risk sports,
 - d) practising record-seeking sports,
 - e) practising extreme sports.
3. SIGNAL IDUNA is not liable for the consequences of personal accidents such as: pain, physical and moral suffering as well as financial loss consisting of loss, destruction of or damage to property.

§ 18.

PROCEDURE IN THE EVENT OF SUDDEN ILLNESS OR PERSONAL ACCIDENT

1. In the case of a sudden illness or personal accident, provisions of § 8 apply; furthermore, the Insured is obliged to:
- a) notify the Emergency Call Centre immediately, if as a consequence of such personal accident or sudden illness it is necessary to provide hospital treatment, a medical procedure, transport to homeland or any other assistance which will result in burdening the Insured with costs, with the reservation regarding dental treatment and single out-patient appointment, as specified in § 14 item 1,
 - b) make efforts to mitigate the consequences of the event by obtaining medical aid promptly and undergoing the recommended treatment,
 - c) take up an active co-operation with Emergency Call Centre and SIGNAL IDUNA in order to explain all the circumstances connected with the occurrence of the sudden illness or personal accident and determining the consequences thereof,
 - d) observe the recommendations transmitted from the Emergency Call Centre and SIGNAL IDUNA by giving them the information required as well as all the necessary powers of attorney,
 - e) obtain the medical documentation certifying the medical diagnosis justifying the need for particular type of treatment to be carried out, description of the treatment including the results of tests and investigations, accident protocol, if there is one, as well as other materials related to the event,
 - f) secure documents connected with the sudden illness or personal accident in order to justify the claim,

- g) file a claim for reimbursement of costs with SIGNAL IDUNA within 7 days of his/her return to the Republic of Poland or the country of permanent residence, including filled out claim form and documents confirming the grounds for the claim made,
- h) at the request of SIGNAL IDUNA, undergo the examination carried out by a doctor appointed by SIGNAL IDUNA, laboratory tests or clinical observation in order to determine the state of health or to determine the permanent health detriment.

IV. TRAVEL LUGGAGE INSURANCE

§ 19.

SUBJECT OF INSURANCE

1. The subject of insurance is the travel luggage of the Insured during his/her trip (as defined in § 2 item 5).
2. The travel luggage is covered by insurance only when it is under direct care of the Insured or it is:
 - a) given to a left luggage office against receipt,
 - b) entrusted to a professional carrier to be transported against forwarding documents,
 - c) placed in a closed individual luggage chamber at the station or hotel,
 - d) placed in a locked room at the place of the Insured's accommodation (excluding a tent),
 - e) placed in a locked vehicle, provided that the luggage has been placed in a locked boot or luggage chamber forming an integral part of the vehicle,
 - f) placed in a locked cabin of a trailer or vessel.
3. SIGNAL IDUNA is liable for travel luggage only where the loss or value loss of the luggage occurs during the term of the insurance contract as a result of:
 - a) an accident or catastrophe of the means of transport,
 - b) fire, hurricane, flood, lightning, explosion, torrential rain, hail, avalanche, earthquake, land slide or subsidence, aircraft crash or pipe water running out of pipe system,
 - c) a personal accident or a sudden illness of the Insured, confirmed by a medical diagnosis, in the consequence of which he or she loses, in a sudden way, the possibility of taking care of his/her luggage,
 - d) burglary to the locations as specified under item 2 points a)-f),
 - e) documented robbery.
4. Where the travel luggage is entrusted to a professional airline to be transported, the insurance is also valid without a confirmation of the occurrence of damage as specified in item 3 points a)-e), provided that the agent confirms the loss of or damage to luggage.
5. Under the BUSINESS variant of insurance, if luggage is delayed by more than 6 hours, SIGNAL IDUNA reimburses the documented costs in the amount not exceeding 50% of the sum insured, incurred during a trip abroad to purchase the necessary items to replace the ones being in the luggage properly checked in with a professional airline. The delay is counted from the moment the carrier is notified of the delay in luggage delivery and the receipt of a document confirming such a delay, until the moment the luggage is delivered to the place of the Insured's stay and made available to the Insured. Costs are not reimbursed if the travel luggage delay occurs on the way back, after crossing the border of the Insured's country of permanent residence.

§ 20.

LIMITATIONS OF LIABILITY

1. Travel luggage insurance does not cover the following:
 - a) money in cash, securities, trading tokens, tickets, credit and payment cards, jewellery, things from noble metals and precious stones,
 - b) works of art, documents, collections of art, musical instruments,
 - c) objects serving as production or trade instruments, fuels,
 - d) sports equipment,
 - e) weapons and related accessories,
 - f) vehicle accessories, equipment of camping trailers, caravans and boats,
 - g) tents and windscreens.
2. SIGNAL IDUNA's liability for objects such as mobile phones, photographic and computer equipment as well as audiovisual equipment is limited to 50% of the sum insured.
3. SIGNAL IDUNA is also not liable for the following damage:
 - a) not exceeding PLN 100.00 (integral franchise),
 - b) caused by wilful action of the Insured or occurring in the consequence of gross negligence of the Insured; moreover, SIGNAL IDUNA is not liable for damage caused by wilful action of the persons with whom the Insured remains in the common household,
 - c) consisting exclusively in a damage or destruction of luggage containers (suitcases, trunks, etc.),
 - d) occurring in the electric and electronic devices because of their defects and the action of the electric current during their use, unless the action of electricity caused fire,
 - e) occurring in the consequence of war and hostilities, martial law, state of emergency, acts of terrorism, acts of sabotage or the Insured's participation in riots, commotions, strikes, protest actions, road-blocks and brawls,
 - f) being the effect of arrest, destruction or confiscation by customs office or other authorities,
 - g) being the effect of normal wear of the object insured, spontaneous combustion, self-damage, leakage; in respect of fragile articles or those packed in glass packages - break or value loss of the insured item. SIGNAL IDUNA is not liable if the Insured receives compensation with reference to an event under another insurance contract or from other institutions.

§ 21.

PROCEDURE IN THE EVENT OF DAMAGE TO LUGGAGE

- In the case of damage the Insured is obliged to:
- a) notify the police about any case of burglary, theft, robbery or loss of insured property incurred during the event or rescue action and obtain the confirmation of this fact in writing specifying the lost objects (kind, quantity) and stating their value and characteristics enabling their identification (brand, model, serial number, colour, distinguishing marks),
 - b) notify the appropriate carrier or the management of hotel, holiday centre, camping etc. about any loss which occurred in the public means of transport or in the place of accommodation and to get the confirmation, in writing, of such a notification, specifying the lost articles (kind, quantity) and stating their value and characteristics enabling identification,
 - c) report the loss to SIGNAL IDUNA within 7 days from the date of return

to the Republic of Poland or the country of permanent residence, and to include the following:

- 1) the number of the insurance document,
- 2) a detailed description of the circumstances surrounding the damage,
- 3) a list of items damaged or lost, prepared by the Insured and confirmed by competent authorities or person or company responsible for storing or transporting the luggage,
- 4) documentation confirming the loss of or damage to the luggage,
- 5) medical documentation confirming the loss of luggage as a result of the events described in § 19 item 3 point c),
- 6) confirmation of reporting the theft, burglary or robbery to competent authorities,
- 7) original tickets or luggage receipts,
- 8) reply/letter from the carrier about the value of the claim that has been recognized,
- 9) documents confirming the purchase or ownership of the items damaged or lost.

V. SPORTS EQUIPMENT INSURANCE

§ 22.

SUBJECT OF INSURANCE

1. The subject of insurance is the sports equipment belonging to the Insured during his trip (as defined in § 2 item 43).
2. The insurance contract covers sports equipment only if it is under direct care of the Insured or it is:
 - a) entrusted to a professional carrier to be transported against forwarding documents,
 - b) given to left luggage office against receipt,
 - c) placed in a closed individual luggage chamber at the station or hotel,
 - d) placed in a locked room at the place of the Insured's accommodation (excluding a tent),
 - e) placed in a locked vehicle, provided that the sports equipment has been placed in a locked boot or luggage chamber forming an integral part of the vehicle,
 - f) placed in a locked cabin of a trailer or vessel.
3. SIGNAL IDUNA covers the loss of sports equipment being the subject of the insurance contract or value loss thereof as a result of destruction, loss thereof or damage thereto. SIGNAL IDUNA is liable exclusively for damage arisen as a result of:
 - a) an accident or catastrophe of the means of transport,
 - b) fire, hurricane, flood, lightning, explosion, torrential rain, hail, avalanche, earthquake, land slide or subsidence, aircraft crash or pipe water running out of pipe system,
 - c) a personal accident or a sudden illness of the Insured, confirmed by a medical diagnosis, in the consequence of which he or she loses, in a sudden way, the possibility of taking care of his/her sports equipment,
 - d) documented burglary to the places as specified under item 2 points a)-f),
 - e) documented robbery.

4. Where the sports equipment is entrusted to a professional airline to be transported, the insurance is also valid without a confirmation of the occurrence of damage as specified in item 3 points a)-e), provided that the agent confirms the loss of or damage to the sports equipment.

§ 23.

LIMITATIONS OF LIABILITY

1. SIGNAL IDUNA is not liable for damage:
- a) not exceeding PLN 100.00 (integral franchise),
 - b) caused by wilful action of the Insured or occurring in the consequence of gross negligence of the Insured; moreover, SIGNAL IDUNA is not liable for damage caused by wilful action of the persons with whom the Insured remains in the common household,
 - c) consisting in the loss, destruction, damage to or wear of sports equipment in connection with the use thereof,
 - d) occurring in the consequence of war and hostilities, martial law, state of emergency, acts of terrorism, acts of sabotage or the Insured's participation in riots, commotions, strikes, protest actions, road-blocks and brawls,
 - e) being the effect of arrest, destruction or confiscation by customs office or other authorities,
 - f) arisen in connection with practising record-seeking sports,
 - g) arisen in connection with practising high risk sports,
 - h) arisen in connection with practising extreme sports,
 - i) arisen in connection with practising winter sports, unless a premium loading has been purchased for practising winter sports,
 - j) arising from amateur practising of sports or practising winter sports (even despite of paying additional premium), caused by the Insured with respect to which there were medical contraindications to practising sports covered by insurance.
2. SIGNAL IDUNA is not liable if the Insured receives compensation with reference to an event under another insurance contract or from other institutions.

§ 24.

PROCEDURE IN THE EVENT OF DAMAGE TO SPORTS EQUIPMENT

In the case of damage the Insured is obliged to:

- a) notify the police about any case of burglary, theft, robbery or loss of insured property incurred during the event or rescue action and obtain the confirmation of this fact in writing specifying the lost objects (kind, quantity) and stating their value and characteristics enabling identification (brand, model, serial number, colour, distinguishing marks),
- b) notify the appropriate carrier or the management of hotel, holiday centre, camping etc. about any loss which occurred in the public means of transport or in the place of accommodation and to get the confirmation, in writing, of such a notification, specifying the lost articles (kind, quantity) and stating their value and characteristics enabling identification,
- c) report the loss to SIGNAL IDUNA within 7 days from the date of return to the Republic of Poland or the country of permanent residence, and to include the following:
 - 1) the number of the insurance document,

- 2) a detailed description of the circumstances surrounding the damage,
- 3) a list of items damaged or lost, prepared by the Insured and confirmed by competent authorities or person or company responsible for storing or transporting the sports equipment,
- 4) documentation confirming the loss of or damage to the sports equipment,
- 5) medical documentation confirming the loss of sports equipment as a result of the events described in § 22 item 3 point c),
- 6) confirmation of reporting the theft, burglary or robbery to competent authorities,
- 7) original tickets or luggage receipts,
- 8) reply/letter from the carrier about the value of the claim that has been recognized,
- 9) documents confirming the purchase or ownership of the items damaged or lost.

VI. LEGAL PROTECTION AND AID INSURANCE

§ 25.

SUBJECT OF INSURANCE

1. The subject of insurance are the necessary costs of one lawyer appointed by the Insured to handle the issues related to any claims sued for by the Insured in connection with any torts which occurred during a trip abroad made during the insurance period (legal protection). SIGNAL IDUNA covers the costs of legal protection up to the amount of PLN equivalent of EUR 2,000.00.
2. Defence of the Insured's interest is deemed necessary if:
 - a) there exists a chance of an advantageous settlement of an issue for the Insured,
 - b) costs of legal interest defence do not remain in a gross disproportion to the intended goal to be achieved by the Insured.
3. In justified cases connected with the Insured being charged with any acts related to his/her third party liability (legal aid), SIGNAL IDUNA:
 - a) covers the costs of legal aid (remuneration for one lawyer's consideration) up to the PLN equivalent of EUR 1,000 in order to achieve release from custody; the costs are not covered if the legal problem of the Insured is related to the operations of his/her enterprise or any other occupational activities, including work abroad, or to the driving or possessing a motor vehicle or it is connected with trade in drugs, intoxicants or alcohol, or the participation of the Insured in any actions of political character or when the problem was caused by a wilful action of the Insured;
 - b) grants a loan to cover a bail in money, if the Insured has been detained by the law enforcement bodies of a foreign country, as a result of an event for which he is responsible and it is necessary to pay up bail to secure the payment of the costs of proceedings and penalties in money imposed by the administration of justice in order to obtain release from custody; SIGNAL IDUNA grants for this purpose a loan up to the PLN equivalent of EUR 10,000; such a loan is guaranteed by a person appointed by the Insured and must be paid back within 30 days of being granted.

§ 26.

LIMITATIONS OF LIABILITY

1. The following costs are excluded from the cover given by SIGNAL IDUNA:
 - a) those connected with amicable settlement of a matter, where such costs remain in a gross disproportion to the claims agreed by the parties and the costs which the Insured was not obliged to incur in a given legal situation,
 - b) those which a person other than the Insured is obliged to incur,
 - c) compensations to be paid by the Insured, fines, administrative or judicial penalties, other penalties in money, taxes or any other payments of public and legal character,
 - d) those related to the consequences of making use of the services rendered by the persons who are not authorized to render legal services or to give opinions in the given scope,
 - e) those occurring on recommendation of the Insured but without the consent of SIGNAL IDUNA, which were not necessary for the defence of the Insured's rights,
 - f) those related to the wilful giving untrue or misleading information by the Insured or providing forged documents,
 - g) those related to the wilful non-disclosure by the Insured of the information or documents which can be of influence on the way of rendering legal aid or the course of proceedings,
 - h) the claims transferred upon the Insured upon occurrence of an event covered,
 - i) third-parties' claims which are sued for by the Insured in his/her own name.
2. The loan for bail is not granted if the Insured is detained with reference to trade in drugs, intoxicants or alcohol, and the participation of the Insured in any actions of political character, or when the bail is required to secure customs or administration liabilities, fines, compensatory damages, compensations etc.

VII. GENERAL THIRD PARTY LIABILITY INSURANCE

§ 27.

SUBJECT OF INSURANCE

1. The subject of insurance is the Insured's private third party liability for bodily injuries or property damage inflicted on third parties by a tort committed during his/her trip, which the Insured is obliged to redress in accordance with the law of the country of his/her stay.
2. Under the third party liability insurance, SIGNAL IDUNA is liable for events connected with amateur practising of sports as well as for events which occurred as a result of practising winter sports, provided that a premium loading is paid for such a risk.
3. Within the limits of its liability SIGNAL IDUNA is obliged to:
 - a) verify the grounds for any claims brought against the Insured, give any necessary legal assistance where the claims are not justified,
 - b) cover the costs of consideration of a lawyer representing the Insured's interests during the judicial proceedings,

- c) cover the costs of consideration of experts appointed upon consent of SIGNAL IDUNA in order to determine the circumstances or extent of damage,
 - d) reimburse the necessary costs incurred, justified by the circumstances and aimed at preventing the extension of damage,
 - e) cover the necessary costs of defence in court against third party claims in a dispute conducted at the request or upon consent of SIGNAL IDUNA,
 - f) pay compensation which the Insured is obliged to pay to the injured under the risks covered by the insurance contract and based on acceptance issued or approved by SIGNAL IDUNA, a compromise reached or approved by SIGNAL IDUNA or a judgement issued by a court of justice,
4. 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.

§ 28.

LIMITATIONS OF LIABILITY

1. The cover given by SIGNAL IDUNA does not include the Insured's liability relating to the following:
- a) any claims exceeding the scope of statutory third party liability of the Insured being the result of an agreement concluded by the Insured or any particular promises given by him or her,
 - b) any damage inflicted by the Insured to his/her next-of-kins,
 - c) caused by wilful action of the Insured or occurring in the consequence of gross negligence of the Insured; moreover, SIGNAL IDUNA is not liable for damage caused by wilful action of the persons with whom the Insured remains in the common household,
 - d) any damage to cash, securities, jewellery or all kinds of documents,
 - e) any events which occurred after the Insured had taken alcohol, drugs or any other intoxicants,
 - f) any damage resulting out of possessing, driving, using or starting motor vehicles, aircrafts and water-ships,
 - g) claims of penal nature, including without limitation punitive damages, compensation for moral harm, punitive and exemplary damages and pecuniary benefits,
 - h) any loss of or damage to the property belonging to the Insured or to any other person which has been entrusted, hired, lent to the Insured or persons he or she is responsible for, or which is in their care or control,
 - i) any damage resulting out of practising the Insured's occupation, work abroad or conducted business activity,
 - j) any damage occurring in relation with practising record-seeking sports,
 - k) any damage occurring in relation with practising high risk sports,
 - l) any damage occurring as a result of practising extreme sports,
 - m) any damage occurring as a result of practising winter sports, unless a premium loading has been purchased for practising winter sports,
 - n) any damage resulting from amateur practising of sports or practising winter sports (even despite of paying additional premium), caused by the Insured with respect to which there were medical contraindications to practising sports covered by insurance,
 - o) any claims in the consequence of infecting another person with a sickness,
 - p) any damage which occurred as a result of war hostilities, martial law, state of emergency, acts of terrorism, acts of sabotage or the Insured's participation in riots, commotions, strikes, protest actions, road blocks and brawls.

2. SIGNAL IDUNA's liability does not cover claims under third party liability not exceeding EUR 250.00 and each benefit paid out by SIGNAL IDUNA is reduced by such an amount.
3. SIGNAL IDUNA's liability for damage inflicted with reference to amateur practising of sports and practising winter sports is limited to 50% of the sum insured for third party liability insurance in the area of bodily injuries and to 25% for property damage, constituting percentage sub-limits of the main sums insured under third party liability insurance.
4. SIGNAL IDUNA is not liable for any costs being the consequence of the lack of the Insured's consent for SIGNAL IDUNA to conclude a compromise with the injured or to satisfy his/her claims.
5. In the case of claims being a consequence of amateur practising of sports or practising winter sports covered by insurance contract SIGNAL IDUNA is not liable for damage not exceeding EUR 250, and in the case of damage, the value of which is determined as higher than EUR 250.00, a deductible of 5% of the damage applies. In the case of third party liability connected with amateur practising of sports or practising winter sports the provision of item 2 does not apply.

§ 29.

PROCEDURE IN THE EVENT OF DAMAGE UNDER THIRD PARTY LIABILITY

In the case of occurrence of an event which can cause or causes a claim versus the Insured, the Insured is obliged to the following:

- a) possibly mitigate the consequences of the damage, and collect and secure all the documents enabling to define the circumstances of the event,
- b) notify the Emergency Call Centre or SIGNAL IDUNA without delay but not later than within 7 days from the date of the event connected with the possible liability of the Insured, of the circumstances of the damage, names and addresses of injureds and witnesses of the event,
- c) not to accept claims or conclude any compromise or agreement and not to satisfy injured's claims without SIGNAL IDUNA's written consent,
- d) give to SIGNAL IDUNA any necessary powers to carry out any compensation procedures, including power of attorney ad litem if legal action has been taken against the Insured,
- e) send to SIGNAL IDUNA the judgement 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 to make a decision to submit an appeal.

VIII. FINAL PROVISIONS

1. Any notifications and declarations of the Insured, Policyholder, Beneficiary and the person filing a claim in respect of the insurance contract must be submitted in writing against receipt or be sent by registered mail.
2. The Insured, Policyholder, Beneficiary or the person filing the claim are obliged to notify SIGNAL IDUNA about a change of their address.
3. Any matters not regulated within these General Terms and Conditions of Insurance are settled on the basis of the provisions of the Polish Civil Code and those of the Insurance Activity Act of 22nd May 2003 (Journal of Law Dz.U. of 2010, No. 11 item 66).

4. These GT&C were adopted by Resolution no. 2/Z/2014 of the Management Board of SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. as of 15.01.2014 and apply to the insurance contracts concluded from 1.04.2014.

V-ce president
of management board



Agnieszka Kiełbasińska

V-ce president
of management board



Jürgen Reimann

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