

**GENERAL CONDITIONS OF
SIGNAL IDUNA BUSINESS TRAVEL INSURANCE**

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GENERAL PROVISIONS

§ 1

- 1.** Based on these General Conditions of Insurance, hereinafter referred to as GCI, SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A., hereinafter referred to as SIGNAL IDUNA Polska TU S.A., shall conclude insurance contracts with:
 - Entrepreneurs (in the understanding of the Article 4.1 of the Act on Freedom of Business Activity dated 2nd July 2004 (Official Journal Dz.U. of 2004, No 13, item 1807 as amended) with registered seat in the territory of the Republic of Poland (bearer's or personal variant of insurance). An entrepreneur may conclude an insurance contract for the benefit of persons employed or appointed by such an entity,
 - Natural persons having their place of residence in the territory of the Republic of Poland and with foreigners staying in the territory of the Republic of Poland (personal variant of insurance) during their trips abroad.
- 2.** The insurance may be concluded in the **Standard, Super** or **Super VIP** variant.
 - 1) The **Standard** variant of insurance shall cover:
 - a) Medical expenses,
 - b) Consequences of personal accidents.
 - 2) The **Super** variant of insurance shall cover:
 - a) Medical expenses (wider scope than in Standard variant)
 - b) Consequences of personal accidents.
 - 3) The **Super VIP** variant shall cover:
 - a) Medical expenses (wider scope than in Standard variant),
 - b) Consequences of personal accidents,
 - c) Travel luggage,
 - d) Third party liability.
- 3.** In agreement with the Policyholder additional provisions or ones differing from these GCI may be introduced to insurance contracts.
- 4.** The differing provisions referred to in item 3 shall be made in writing and attached to the insurance contract in full wording, otherwise null and void.

DEFINITIONS

§ 2

- 1. Ambulatorium** – an open health service unit in which medical aid is rendered in the range of diagnostics and therapy by a qualified medical and nursing staff. In the understanding hereof this term shall not cover alms-houses, hospicium, drug and alcohol abuse cure centres, health resort centres, preventorium, and rehabilitation units or centres
- 2. Emergency headquarters** – organizational unit indicated by SIGNAL IDUNA Polska TU S.A., where the Policyholder or the Insured is obliged to report the occurrence of an event covered by insurance protection.
- 3. Neoplastic disease** – a sickness lying in an uncontrolled growth of tissue of a particular organ. The sickness can be of chronic character or it can appear with severe symptoms occurring suddenly.
- 4. Chronic disease** – a sickness of long duration, lasting usually for months or years with the need to undergo permanent or periodical treatment
- 5. Tropical disease** – a sickness caused by pathogenic organisms characteristic for tropical and sub-tropical regions.

6. **Expedition** – an organized travel aimed at the implementation of the assumed sport- or science-oriented tasks.
7. **Qualifying period** – a waiting time as defined hereunder during which SIGNAL IDUNA Polska TU bears no liability for any losses, in spite of the fact that the insurance has been concluded, whereby the liability of SIGNAL IDUNA Polska TU S.A shall commence upon expiration of the qualifying period. Premium collected by SIGNAL IDUNA Polska TU S.A. shall apply exclusively to the period of cover.
8. **Burglary** – a seizure of property upon removal of the existing locks by means of a 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 another premises or a robbery.
9. **Country of residence** – the country in which the Insured is covered by social insurance on the basis of residence permit or citizenship.
10. **Ambulatory treatment** – providing medical aid at a hospital or any other health service unit lasting not longer than 24 hours.
11. **Preventive odontology** – therapy of caries, therapy of necrotic changes, channel treatment, exchange of damaged fillings, treatment of gingival diseases (paradontosis, dental calculus removal).
12. **Hospitalization** – a stay at a hospital lasting for at least 24 hours.
13. **Sudden disease** – morbid symptoms occurring suddenly which constitute a threat to the Insured's health or life, requiring immediate medical care, in consequence of which there the need to undergo a treatment before the journey is ended.
14. **Consequence of a chronic / neoplastic disease** – intensification (acuition) of a chronic/ neoplastic disease occurring in a sudden way after passing the border of the Republic of Poland which requires the immediate medical aid which caused the need to undergo treatment before the travel abroad is over.
15. **Personal Accident** – a sudden event caused by external circumstances, in the consequence of which the Insured, irrespective of his or her will, suffered an injury, health disorder or died.
16. **Next of kin** – spouse, concubinage partner, children (also those adopted), brothers or sisters, parents.
17. **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 therapy abroad in order to return to homeland.
18. **Performing a work** – activities taken up by the Insured abroad which are customarily paid for and which increase the risk of a loss. These activities also comprise a voluntary work and occupational practice. Performing physical labour shall be understood as performing any works especially those using dangerous tools, chemical substances, work at height, civil and erection works, work in transport, agriculture, underground works, in metallurgical industry, in catering business.
19. **Robbery** – seizure of property using physical constraint or threat of its use towards the Insured or his or her next-of-kin or by driving the Insured unconscious or vulnerable.
20. **Extreme sports** – sport disciplines the practising of which requires special skills, braveness and acting under the circumstances of high risk, In particular airborne sports such as parachuting, paragliding, gliding, pilotage of any motor aircrafts, mountain cycling, motor sports, alpinism, rock climbing, ski dumping, bump skiing, acrobatic ski dumping and sports in which vehicles going on snow or ice are used;
21. **High-risk sports** – such sports as horse riding, polo, hunting, diving with the use of air apparatus, rafting or other water sports practised on mountain rivers, fight sports, any kind of defence arts.
22. **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.
23. **Material loss** – the loss occurring as a damage, destruction or loss of a property.
24. **Personal loss** – the loss occurring as death, injury or health detriment.
25. **Permanent health detriment** – kinds of the Insured's injuries suffered as a result of a covered personal accident whereby the permanent injury shall be understood as distemper or permanent malfunction of an organ or extremity.
26. **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.

- 27. Insured** – a natural person with permanent residence in the Republic of Poland or foreigner staying on territory of the Republic of Poland for the benefits of which the insurance has been concluded.
- 28. Beneficiary** – the person authorized to receive the benefit in the case of the Insured's death appointed by name by the Insured.
In the case the beneficiary has not been appointed, the members of the Insured's family are entitled to receive the benefit in the following order: spouse, children, parents, other statutory heirs.
- 29. Practising the qualified tourism** – relax connected with recreation and the amateur sport aimed at the improvement of health and raise of able-bodiedness with multi-aspect cognition of tourist attractivenesses, practised often on the marked routes and/or downhill ski routes which requires the skills in respect of using special tourist equipment, mainly of locomotion nature (e.g. bicycle, sailing boat, canoe, skis, snowboard, windsurfing, kitesurfing) practised individually or in teams, in informal or organized groups (e.g. winter camps for skiing or snowboarding, amateur competitions), sometimes connected with training or competition elements as well as any kind of teambuilding activities (e.g. paintball, bungee).
- 30. Practising record-seeking sports** – practising sports within sport sections or clubs or for profit as well as the participation in the travels to the places where extreme climatic or natural conditions prevail or in the expeditions.
- 31. Loss event** – an event covered by the insurance contract in the consequence of which civil liability claims are likely to follow.

INSURANCE CONTRACT CONCLUSION

§ 3

1. The insurance contract shall be concluded as a personal or bearer's one (with limit of person-days) on the basis of the Policyholder's application.
2. The application shall contain the following data:
 - a) The Insured's details – name, surname, date of birth, address,
 - b) Duration of the contract,
 - c) Scope of insurance and sums insured,
 - d) Other data necessary for risk assessment.
3. The application for bearer's insurance contract shall also contain:
 - a) The number of person-days covered by insurance protection during the term of the insurance contract (the minimum limit of person-days per each insurance contract shall be 100 person-days),
 - b) The maximum number of persons employed and indicated who will be staying abroad at the same time.
4. In the case of bearer's contracts, unless agreed otherwise, the Policyholder shall effectively submit to SIGNAL IDUNA Polska TU S.A. (or its authorised agent) a trip report including the name, surname start and end date of the trip at the latest on the date of departure of the insured. The report shall be deemed submitted effectively if it is accepted directly by SIGNAL IDUNA Polska TU S.A. or sent by fax, e-mail or registered mail before the Insured started the trip.
5. The Policyholder shall keep a register of insured persons and dates of their trips made according to the specimen provided by SIGNAL IDUNA Polska TU S.A. (Appendix no 1 hereto) and shall make it available to SIGNAL IDUNA Polska TU S.A. upon its request.
6. The person for the benefit of whom the insurance is taken out shall be entitled to the rights arising from the insurance contract. The Insured together with the Policyholder shall be liable for fulfilling the duties arising from the insurance contract.
7. The Policyholder shall notify the Insured of his/her duties arising from the insurance contract.
8. In the case of personal insurance contracts SIGNAL IDUNA Polska TU S.A.'s insurance protection shall be provided during all trips of the Insured made during the term of the contract regardless of their number, provided that the trips do not exceed 60 days.
Where a trip lasts longer than 60 days the insurance protection shall only cover the first 60 days.

9. In the case of bearer's insurance contracts SIGNAL IDUNA Polska TU S.A.'s insurance protection shall be provided during the term of the contract but only for the number of person-days for which the premium has been paid, unless the parties agreed otherwise.
10. Unless agreed otherwise, the bearer's contract shall cover persons employed as well as indicated by the entrepreneur with the same scope of insurance, using the same premium and sum insured.
11. SIGNAL IDUNA Polska TU S.A. shall confirm the conclusion of the insurance contract by an insurance document referred to as the policy.

INSURANCE PREMIUM

§ 4

Insurance premium shall be fixed depending on the following:

- 1) Insurance variant,
- 2) Insurance cover of additional risks mentioned under § 11, § 15,
- 3) Sum insured,
- 4) Insurance period (6 or 12 months),
- 5) Form of concluding insurance contract (personal, bearer's – declared no of person-days),
- 6) The insured's age (loading for persons over 65 years old),
- 7) Premium rate specified in the tariff, binding as at the date of concluding insurance contract,
- 8) EUR exchange rate – premium rate is calculated in according to the average EUR exchange rate announced by the NBP (National Bank of Poland) on the day preceding the date of concluding insurance contract.

INSURANCE PERIOD

§ 5

1. SIGNAL IDUNA Polska TU S.A.'s liability shall commence the moment the Insured starts travelling but not earlier than the day following the day of policy issue and premium payment. In the case of bearer's contracts SIGNAL IDUNA Polska TU S.A.'s liability shall commence the moment SIGNAL IDUNA Polska TU S.A. receives a trip report but not earlier than the day following the day of policy issue and premium payment.
2. SIGNAL IDUNA Polska TU S.A. 's liability shall end the moment the Insured finishes travelling but not later than at the end of the day specified in the insurance contract - policy. In the case of bearer's contract – not later than at the end of the day specified as the end date of the trip in the trip report.
3. If the person for the benefit of whom the insurance contract is concluded is abroad, SIGNAL IDUNA S.A.'s liability shall start 5 days after the date of premium payment (waiting period). The premium shall be collected by SIGNAL IDUNA Polska TU S.A. only for the period of protection.
4. Travel shall be deemed commenced the moment the Insured leaves home and ended the moment the Insured gets back home.
5. Insurance protection for medical expenses and third party liability shall commence the moment the insured crosses the border of the Republic of Poland when leaving and shall end the moment the insured crosses this border on the way back; in the case of consequences of personal accidents and travel luggage the moment the Insured leaves home.
6. The insurance period may only be extended before the period specified in the previous policy has expired and shall require issuing a new insurance document. In the case of bearer's contracts the insurance period may only be extended before the period specified in the trip report has expired and shall require a new trip report being submitted to SIGNAL IDUNA Polska TU S.A..
7. The insurance contract shall be concluded for a period of 6 or 12 months with an option to continue for the following 6 or 12 months insurance periods.

INSURANCE CONTRACT TERMINATION

§ 6

- 1.** If the insurance contract is concluded for a period exceeding 6 months, the Policyholder shall be entitled to withdraw from the insurance contract within 30 days from the date of concluding the contract or changing its conditions – for natural persons and within 7 days in the case of entrepreneurs. Withdrawal from the contract shall not release the Policyholder from the obligation to pay the premium for the time during which SIGNAL IDUNA Polska provided insurance protection.
- 2.** No handling costs shall be deducted if termination takes place within the statutory time.
- 3.** The premium for the unused period of insurance shall be returned without deducting any handling charges.
- 4.** Where the limit of person-days paid for is not used during the term of bearer's insurance contract, the unused person-days shall pass on to the new term of contract if the contract is prolonged for another 6 or 12 months on the Insured's application. However this shall not release the Insured from the obligation to pay for the minimum limit (100 person-days) for another insurance period. Where the policy is not prolonged, unused person-days shall not be reimbursed.
- 5.** The Policyholder shall be obliged to pay the premium for the number of person-days of the insurance cover specified in the insurance contract on the day of its conclusion. During the term of the contract the Policyholder may, upon payment of additional premium, increase the number of person-days of insurance cover specified in the contract.
- 6.** If the number of person-days of insurance cover specified in the contract is exhausted and a loss event takes place afterwards, SIGNAL IDUNA Polska TU S.A. shall be released from the obligation to pay out benefit unless the parties agree otherwise.

MEDICAL EXPENSES INSURANCE (risk code - KL)

SUBJECT OF INSURANCE

STANDARD VARIANT

§ 7

- 1.** The subject of insurance within the Standard variant shall be medical expenses of the Insured, who had to undergo an immediate treatment in the consequence of a sudden disease or a personal accident when staying outside of the Republic of Poland.
- 2.** Medical expenses shall be considered to be any expenses which occurred outside the Republic of Poland and the foreigner's country of permanent residence and were incurred for the following:
 - 1)** Medical examining and interventions prescribed by a medical doctor in the consequence of a sudden disease or a personal accident,
 - 2)** Doctor's visit including doctor's transport costs to the place where the Insured is,
 - 3)** Purchase of necessary medicines and dressing materials prescribed by a medical doctor,
 - 4)** Insured's transport costs to an ambulatory or hospital,
 - 5)** Insured's transport between medical care units as recommended by the doctor leading the Insured's treatment abroad,
 - 6)** Transport to the accommodation place after medical aid has been rendered,
 - 7)** A stay at ambulatory or hospital (medical interventions, doctor's fees, medicines, tests, operations)
 - 8)** Delivery which occurred not later than in the 32nd week of pregnancy whereby the benefit shall be paid for mother and child up to the sum insured in total,

- 9) 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 14 hereof causing a permanent health detriment of the Insured,
 - 10) Dental treatment of sudden inflammations (up to 600 PLN for all the events occurring during insurance period) which occurred in the tooth not treated before. Only provisional filling of the tooth shall be covered; any later fixed filling, channel filling, crown reconstruction shall be excluded. Any treatment related to teeth deformation or growth incorrections shall be excluded,
 - 11) Decompression chamber in medically justified cases, provide the extra cover for diving with air apparatus.
3. The insurance shall also cover the following:
- 1) Transport costs in connection with the need of the Insured's return to the Republic of Poland because of his or her state of health requiring an immediate continuation of the treatment, by the cheapest available mean of transport accepted by the doctor,
 - 2) Costs of transport to the Republic of Poland on treatment completion in the case the Insured cannot continue the journey nor can he return to Poland by the means of transport as planned formerly,
 - 3) Additional travel costs of an accompanying person necessary for the transport of the Insured to the Republic of Poland, if such a journey takes place on recommendation, drawn up in writing, of the doctor leading the Insured's treatment abroad,
 - 4) Additional costs of accommodation for the Insured's accompanying person (alcoholic drinks excluded) necessary to settle any formalities related to the Insured's return to the Republic of Poland, for the period not exceeding 7 days, maximum up to Polish zloty equivalent of 100 EUR a day,
 - 5) Costs of transport of the Insured's corpse to the place of burial in the Republic of Poland or the costs of burial abroad except for the permanent place of residence of a foreigner. SIGNAL IDUNA S.A. shall reimburse the costs of transport of the Insured's corpse to the place of burial in the Republic of Poland or the costs of burial abroad up to the amount of cost of corpse transport to the Republic of Poland that would be incurred by SIGNAL IDUNA Polska TU S.A., in the case such a service would be ordered with a Polish company which renders corpse transport services; however, these costs cannot exceed the sum insured as defined in the policy,
 - 6) Cost of coffin purchase abroad if required so by the local legal regulations regarding corpse transport,
 - 7) Costs of a visit of a person indicated by the Insured residing in the Republic of Poland or remaining in the country of the Insured's getting ill, if the Insured stays at the hospital abroad for a period of time exceeding 7 days without being accompanied by any person major of age. Within the visit costs SIGNAL IDUNA Polska TU S.A. shall reimburse return transport costs (railway or bus ticket or, if the time of journey exceeds 12 hours- air ticket) of the person visiting the hospitalized patient including the costs of accommodation (alcoholic drinks excluded) for the period not exceeding 7 days, maximum up to Polish zloty equivalent of 100 EUR a day,
 - 8) Additional costs of accommodation abroad for convalescence purposes for the period not exceeding 7 days in the case the Insured cannot be transported to the Republic of Poland promptly after the hospitalization has been completed and the Insured is recommended by doctors to stay in bed, maximum up to Polish zloty equivalent of 100 EUR a day,
 - 9) Additional costs of the Insured's transport upon treatment completion from the place of hospitalization to the place from which the Insured shall be able to continue his or her journey as planned formerly, maximum up to the amount of Polish zloty equivalent of 500 EUR.
4. Moreover, the insurance shall cover the following:
- 1) Day-and-night service of Emergency Headquarters,
 - 2) Transmitting messages.
- In the case of an unforeseeable event not depending on the Insured's will which caused a delay or change in his or her travel plan, Emergency Headquarters, at the Insured's request, shall transmit any necessary information to his or her family or employer. Emergency Headquarters and SIGNAL IDUNA Polska TU S.A. shall not bear any responsibility for the contents, promptness or consequences of the transmitted information,

3) Assistance in case of theft or loss of documents

If the Insured has lost his or her travel documents (passport, tickets, etc.), Emergency Headquarters shall give the information about the measures to be taken. Neither Emergency Headquarters nor SIGNAL IDUNA S.A. bear responsibility for the effects of such measures.

4) Costs of rescue action

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 or her permanent residence (which not necessarily should result in permanent health detriment) or suffered a sudden sickness. The following costs shall be covered:

a) Search action costs by special rescue services,

b) Rendering medical first aid in the place of the event, 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 5.000 EUR constituting a sub-limit of medical cost sum insured.

Costs of rescue action shall only be covered by the personal variant of Business Travel Insurance.

SUPER VARIANT

§ 8

The subject of insurance within the **Super and Super VIP variant** shall be the costs specified in § 7 as well as, upon payment of additional premium:

1) Care of family members

In the case of hospitalization or death of the Insured SIGNAL IDUNA Polska TU S.A. shall cover the additional costs of the return to the Republic of Poland (railway ticket, bus ticket or, if the journey to the Republic of Poland by train or by bus lasts longer than 12 hours, an air ticket), for members of the family covered by SIGNAL IDUNA Polska TU S.A. who accompany the Insured in the travel, provided that the means of transport foreseen formerly could not have been used,

2) Care of juvenile children

In the case of the Insured's hospitalization or death SIGNAL IDUNA Polska TU S.A. shall cover the costs of the return to the Republic of Poland for the juvenile children covered by SIGNAL IDUNA Polska TU S.A. (railway ticket, bus ticket or, if the journey to the Republic of Poland by train or by bus lasts longer than 12 hours, an air ticket), provided that they travelled along with the Insured and are not accompanied by any other person of age. Transport of the children shall follow under care of a representative of SIGNAL IDUNA Polska TU S.A.,

3) Assistance in the case of travel interruption

SIGNAL IDUNA Polska TU S.A. shall cover any additional costs of the Insured's transport to the Republic of Poland (railway ticket, bus ticket or, if the journey to the Republic of Poland by train or by bus lasts longer than 12 hours, an air ticket), in the case the mean of transport foreseen previously cannot be used and the Insured is forced to interrupt his or her travel suddenly for one of the following reasons:

a) A personal accident, sudden sickness which requires hospitalization of an Insured's next-of-kin provided that the above event took place on territory of the Republic of Poland,

b) Death of an Insured's next-of-kin provided that the above event took place on territory of the Republic of Poland,

c) A serious loss in the Insured's property or any loss in the premises the Insured performs his or her economic activities on territory of the Republic of Poland which occurred in the consequence of fire, elementary catastrophes or have been caused by a crime related to the need to perform some legal and administrative actions whereby the presence of the Insured is required.

4) Legal assistance on the phone

In the case the Insured remains in conflict with the law of the country in which he or she stays during the travel abroad SIGNAL IDUNA Polska TU S.A. shall provide the Insured with the access to the legal assistance on the phone lying in the possibility to contact a lawyer from Emergency Headquarters who, according to the documents being at his disposal and to the existing circumstances, shall render the Insured the legal information enabling the legal problem to be solved.

5) Driver's substitution

Coverage in respect of the costs of hiring a professional driver or any other person having driving license who would 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 disease, as confirmed in writing by the doctor leading the treatment, does not allow him to drive his or her own car whereby his or her accompanying person does not have the driving license.

SIGNAL IDUNA Polska TU S.A. shall cover the costs of driver's substitution up to the amount of PLN equivalent of 500 EUR.

6) Insured's substitution

Where the Insured, as a consequence of a sudden disease or a personal accident covered by the insurance, cannot perform the duties entrusted with him in relation with the foreign trip, SIGNAL IDUNA Polska TU S.A. shall cover the costs of transport of the person who will take over the Insured's duties, up to the amount of PLN equivalent of EUR 500.

7) Flight delay

In the case of cancellation or at least 5 hours' delay of the flight organized by a professional transport agent or being an international cruise flight for which the Insured has a valid ticket, SIGNAL IDUNA Polska TU S.A. shall reimburse the Insured the necessary expenses which are not to be covered by transport agent beginning from the sixth hour of delay confirmed by transport agent up to the amount of PLN equivalent of 250 EUR. Charter flights are excluded from cover.

LEGAL PROTECTION AND AID COVER

§ 9

1. The subject of cover in the **Super** and **Super VIP** variant shall be the necessary costs of one solicitor appointed by the Insured in the scope of issues related to any claims sued for by the Insured in connection with any torts which occurred during a travel abroad made during the insurance period **(legal protection)**. SIGNAL IDUNA Polska TU S.A. shall cover the costs of legal protection up to the amount of PLN equivalent of 2.000 EUR.
2. Defense of the Insured's interest shall be deemed necessary if:
 - 1) There exists a chance of an advantageous settlement of an issue for the Insured,
 - 2) Costs of legal interest defense do not remain in a gross disproportion to the intended goal to be achieved by the Insured.
3. SIGNAL IDUNA Polska TU S.A. , in justified cases connected with the Insured being charged of any actions related to his or her third party liability **(legal aid)**:
 - a) Shall pay solicitor's fees,
 - b) Shall provide a returnable loan to cover a bail in money in order that the Insured is released from arrest; SIGNAL IDUNA Polska TU S.A. shall cover the costs of legal aid amounting to the PLN equivalent of 1.000 EUR.

The costs shall not be covered if the legal problem of the Insured is related to the functioning of his or her enterprise or any other occupational activities, including the work outside the Republic of Poland, or to the driving or possessing of a mechanical vehicle or it is connected with drug trading, 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.

A loan for the payment of bail shall not be provided if such bail is required for securing customs or administration fees, fines, exemplary damages, compensations etc. The loan granted by

SIGNAL IDUNA Polska TU S.A. for covering the bail shall be returned within 30 days from the date such a loan was granted.

§ 10

The following costs shall be excluded from the cover given by SIGNAL IDUNA Polska TU S.A.:

1. Those related to the amicable settlement of a dispute unless such costs have been defined in the relation corresponding to that in which the claims of both parties have been agreed upon and the costs the Insured is not obliged to incur in the given legal status,
2. Those which another person than the Insured is obliged to incur,
3. Indemnities 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,
4. 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,
5. Those occurring on recommendation of the Insured but without the consent of SIGNAL IDUNA Polska TU S.A., which have not been necessary for the defense of the Insured's rights,
6. Those related to the wilful giving of untrue or misleading information by the Insured or to the providing of forged documents,
7. Those related to the willful 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,
8. The claims which have been transferred upon the Insured upon occurrence of an event covered,
9. Third-party's claims which are sued for by the Insured in his or her own proceedings.

SUM INSURED

§ 11

1. Sum insured shall be agreed upon with the Policyholder for one and all events for each Insured during insurance period and shall amount to: in the case of travelling to Europe and Mediterranean region – at least 15,000 EUR, in the case of travelling to all countries of the world – at least 30,000 EUR and 40,000 EUR or 60,000 EUR (depending on the variant of insurance).
2. In the case of travelling to the USA or Canada, Japan, Australia or to Caribbean islands PLN equivalent of 2.000 EUR shall be reimbursed from the selected sum insured for ambulatory treatment, purchase of medicines and dressing materials as prescribed by the doctor.
3. SIGNAL IDUNA Polska TU S.A. shall reimburse the incurred medical costs resulting out of a sudden disease or a personal accident up to the exhausting of the sum insured as specified in the policy depending on the selected insurance variant without prejudice to § 7 item 2.10, § 7 item 3.4, 7, 8, 9, § 8 item 5, 6, 7, and § 9 item 1, 2 hereof.
4. The average PLN to EUR exchange rate as defined by National Bank of Poland and valid on the day preceding the date of insurance contract shall be used for determining the sum insured.

LIMITS OF LIABILITY

§ 12

1. The costs of the Insured's hospitalization as well as those defined under § 7 clause 3 and §8 hereof which have not been accepted previously by Emergency Headquarters or if the Insured acted against the decision of Emergency Headquarters agreed with the doctor leading the treatment abroad, shall be excluded from the cover. This limitation, referring to the requirement of acceptance of costs by the Emergency Headquarters does not apply where the Insured, due to his or her condition, was objectively not able to contact the Emergency Headquarters.

2. The medical expenses and the costs which occurred in connection with the Insured's need to return to the Republic of Poland, costs of transport of the Insured's corpse as well as any other costs covered by the insurance, shall be excluded from the cover if such costs occurred in the case of:
 - 1) Insured's attempt to commit or committing a crime or suicide, Insured's wilful action,
 - 2) A personal accident which occurred when the Insured was driving a vehicle or other means of transport under the influence of alcohol, drugs or any other substance of similar effect or without the required license allowing to drive such a vehicle,
 - 3) Any events which occurred after the Insured had taken alcohol, drugs or any other substance of similar effect,
 - 4) Hostilities, acts of terrorism, martial law, state of emergency or participation of the Insured in riots, commotions, strikes, actions of protest, road blocks and scrimmaging (however, the cover exists in the case the Insured suffered because of hostilities, acts of terrorism or civil war during his or her travel abroad. The above cover expires at the end of the seventh day after the war act of terrorism or civil war began on territory of the country in which the Insured stays. Liability of SIGNAL IDUNA Polska TU S.A. shall not exist if the Insured travels to the 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 Polska TU S.A. shall not cover the accidents caused by nuclear, biological or chemical weapons),
 - 5) Medical contraindications concerning the Insured's travel abroad, if such contraindications were of any influence on the occurrence of medical expenses,
 - 6) Medical indication concerning an operation, a treatment or medical observation at hospital to be performed prior to the Insured's travelling abroad,
 - 7) Consequences of chronic or neoplastic diseases (unless the neoplastic disease had been recognized prior to travelling abroad and appeared during the stay abroad by symptoms which required the immediate or rescue aid to be rendered), mental disturbances, depression, innate defects,
 - 8) Venereal diseases, treatment of diseases being the result of a HIV virus infection, epidemic,
 - 9) 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,
 - 10) Delivery which occurred after the 32nd week of pregnancy, test-tube fecundation and any other cure of sterility,
 - 11) Abortion, purchase of contraceptives, plastic and cosmetic surgery,
 - 12) purchase of artificial limbs or dentures, hearing aids, preventive dental treatment (except sudden inflammation state) and prosthetics,
 - 13) Special diet for the Insured comprising corroborant medicines taken by the Insured habitually, vaccinations as well as massages, baths, inhalations, therapeutic gymnastics, irradiation (even if such measures are recommended by the doctor),
 - 14) Travelling for therapeutic purposes, stay at health resort centres,
 - 15) Treatment on the Insured's own accord or treatment by a doctor being a member of the Insured's family,
 - 16) Preventive dental treatment (except sudden inflammation as defined under § 7.2.10 hereof) and prosthetics),
 - 17) Practicing qualified tourism (the exclusion does not refer to personal insurance).
3. The costs of phone calls incurred by the Insured and related to the sudden sickness or personal accident (including the notification of Emergency Headquarters) shall be excluded from cover).
4. The costs of rescue actions (except for the personal insurance) shall be excluded from cover).
5. The following risks shall also be excluded from cover, unless an additional premium has been paid:
 - 1) performing physical work abroad (code WA),
 - 2) exercising high risk sports (code HR),
 - 3) exercising record-seeking sport or participation in competitions, races, shows and sport training (code SP),
 - 4) exercising extreme sports (code SM),
 - 5) consequences of chronic and neoplastic diseases (code CP).

**PERSONAL ACCIDENT
INSURANCE
(risk code - NW)**

INSURANCE SUBJECT

§ 13

1. Personal accident insurance contract shall cover the following benefits:
 - 1) in the case of a permanent health detriment or health disorder,
 - 2) in the case of death.
2. Insurance shall cover the accidents which have occurred during the validity of the insurance contract.

SUM INSURED

§ 14

1. Sum insured is to be agreed upon with the Policyholder and may amount to: 7,000 PLN or 30,000 PLN (depending on insurance variant).
2. Maximum sum insured shall be paid in total in the case of a 100%-health detriment; in the case of a partial health detriment the percentage of the sum insured shall be paid equal to the percentage of the Insured's health detriment; 50% of the sum insured shall be paid if the Insured died in the consequence of the accident not later than 2 years after the date of accident.

LIMITS OF LIABILITY

§ 15

1. The cover shall not include the accidents which occurred in the case of:
 - 1) Disturbances of consciousness and mind, also in the case such disturbances occurred under the influence of alcohol, drugs or any other intoxicants, apoplectic or epileptic attacks or any other spasmodic attacks covering the Insured's body.
The cover exists if such disturbances or attacks result out of the accident covered.
 - 2) Attempt to commit or committing a crime or suicide by the Insured,
 - 3) Driving a vehicle or other means of transport by the Insured without the required license allowing to drive such a vehicle,
 - 4) Mental disturbances, depressions, chronic diseases, innate defects, tropical diseases,
 - 5) 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 scrimmaging (however, the cover exists in the case the Insured suffered because of hostilities, acts of terrorism or civil war during his or her travel abroad. The above cover expires at the end of the seventh day after the war act of terrorism or civil war began on territory of the country in which the Insured stays. Liability of SIGNAL IDUNA Polska TU S.A. shall not exist if the Insured travels to the 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 Polska TU S.A. shall not cover the accidents caused by nuclear, biological or chemical weapons),
 - 6) Improper treatment or improperly performed operations on the Insured's body.
The cover exists if the treatment, including diagnosis and operations, was the consequence of the accident covered by the insurance contract,

- 7) Infections**
The cover exists, if the Insured was infected by a virus and/or pathogenic germs as a result of injury suffered by the Insured in the accident.
Insignificant abrasions of skin or mucous membrane shall not be considered as the wounds suffered in an accident.
Consequences of virus or germ infections which occurred as a result of abrasions during the accident or later are excluded from cover. This limit shall not refer to rabies and tetanus.
 - 8) Alimentary intoxications as a result of the intake of liquid or solid substances,**
 - 9) Abdominal or inguinal hernia.**
The cover exists if the abdominal or inguinal hernia is the result of the accident covered,
 - 10) Damages of spinal disks, bleeding from internal organs.** The cover exists if the above damages were caused by the accident as defined under §2 item 14 hereof,
 - 11) Cerebral haemorrhage, infarcts, apoplexy,**
 - 12) Practicing qualified tourism (the cover exists in personal insurance contract).**
- 2.** The following risks shall also be excluded from cover, unless an additional premium has been paid:
- 1)** Performing physical work abroad (code WA),
 - 2)** Exercising high risk sports (code HR),
 - 3)** Exercising record-seeking sport or participation in competitions, races, shows and sport training (code SP),
 - 4)** Exercising extreme sports (code SM),

DETERMINATION AND PAYMENT OF BENEFITS

§ 16

- 1.** Types and amounts of the benefits to be paid shall be determined upon finding the causality between the accident and the Insured's death or permanent health detriment.
- 2.** Determination of the causality as mentioned under § 16.1 hereof and the types and amounts of benefits to be paid shall follow on the ground of the provided documents as specified under § 31 hereof.
- 3.** Determination of the grade of permanent health detriment shall be carried out by doctors to be appointed by SIGNAL IDUNA Polska TU S.A, pursuant exclusively to the Table of Health Detriment used when granting benefits related to the consequences of accidents at work and on the way to or from work.
- 4.** The grade of permanent health detriment shall be established promptly upon completion of treatment including rehabilitation, 24 months from the date of accident at the latest.
- 5.** In the case of loss or damage of an organ or system the functioning of which had already been handicapped prior to the accident because of a disease or permanent disability, the grade of permanent health detriment shall be determined as the difference between the grade of permanent health detriment as defined after the accident and the one existing prior to the accident.
- 6.** When determining the grade of permanent health detriment, such factors as the kind of job or other activities performed by the Insured shall not be taken into consideration.

§ 17

- 1.** If the Insured has received the benefit because of the permanent health detriment then died in the consequence of the same accident, then the death benefit shall be paid if it is greater than the one paid to the Insured because of permanent health detriment, whereby the amount formerly paid shall be deducted.
- 2.** If the Insured died after the grade of permanent health detriment had been determined and the death remains in no causality with the accident, then the permanent health detriment benefit which was not paid to the Insured prior to his or her death, shall be paid to beneficiary; if there is no beneficiary appointed by name, then burial costs shall be returned to the person who incurred such costs.

3. If the grade of permanent health detriment has not been determined prior to the Insured's death, then it is assumed as the supposed one according to doctors appointed by SIGNAL IDUNA Polska TU S.A.

TRAVEL LUGGAGE INSURANCE
(risk code - BP)
INSURANCE SUBJECT
§ 18

1. Within the **SUPER VIP** variant the subject of insurance shall be:
 - 1) Travel luggage which is considered to be the belongings of the Insured, customarily destined for his or her personal use during travel and taken by him or her for the travel,
 - 2) The insurance shall also cover:
 - a) **Luggage delay**
SIGNAL IDUNA Polska TU S.A. shall reimburse the documented expenses not exceeding 50% of the sum insured, incurred to purchase the necessary items in order to replace the ones in the luggage checked in correctly with a professional airline, where the delay in delivery of luggage has exceeded 6 hours.
The period of delay shall be counted from the moment of reporting the luggage delay to the airline confirmed by a document issued by the airline till the moment of the luggage being delivered to the place where the insured is staying and making it available to the insured.
 - b) **Valuables**, objects taken for travel as well as computer, photographic, audio and video equipment and mobile phones if they are located in the places specified in § 18 item 2.4,5. and where they constitute travel luggage.
2. Travel luggage shall be covered by insurance exclusively if it is under direct care of the Insured or if it is:
 - 1) Given to left luggage office against the receipt,
 - 2) Entrusted to a professional transport agent to be transported against forwarding documents,
 - 3) In a closed individual luggage chamber at the station or hotel,
 - 4) In a locked room at the place of the Insured's accommodation (excluding a tent),
 - 5) In a locked vehicle, provided the luggage has been placed in a locked boot or luggage chamber,
 - 6) In a locked cabin of a trailer or vessel.
and its loss or drop of value resulting from its damage destruction or loss have occurred in the consequence of:
 - 7) An accident or catastrophe of the transport means,
 - 8) Fire, hurricane, flood, lightning, explosion, driving rain, hail, avalanche, earthquake, land slide or subsidence, aircraft crush or pipe water running out of pipe system,
 - 9) A personal accident or a sudden sickness of the Insured in the consequence of which he or she loses, in a sudden way, the possibility of taking care of his or her luggage,
 - 10) Burglary to the places as specified under § 18 item 2.1-6,
 - 11) The evidenced robbery – regardless of the place thereof.

SUM INSURED

§ 19

The sum insured shall be the ceiling of SIGNAL IDUNA Polska TU S.A.'s liability; it shall be agreed upon with the Policyholder and may amount to PLN 5,000.

LIMITATION OF LIABILITY

§ 20

Travel luggage insurance shall not cover the following:

- 1) Money in cash, securities, trading tokens, tickets and credit cards, jewellery, things from noble metals and precious stones,
- 2) Pieces of art, collections of art, documents, musical instruments,
- 3) Objects serving as production or trade instruments, fuels,
- 4) Vehicle accessories, equipment of camping trailers, caravans and boats
- 5) Tents and windscreens.

§ 21

SIGNAL IDUNA Polska TU S.A. shall not bear liability for the following losses:

1. Those not exceeding 100 PLN,
2. Those caused by wilful action or occurring in the consequence of gross negligence on the side of the Insured, persons he or she is responsible for and/or any members of his or her family,
3. Those lying in a loss, destruction, damage or wear of the sport and tourism equipment in relation to its use,
4. Those lying exclusively in a damage or destruction of luggage containers (suitcases, trunks, etc.),
5. Those occurring in the electric apparatus or devices because of their defects and the action of the electric current during their use, unless the action of electricity has caused fire,
6. Those occurring in the consequence of war, 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 scrimmaging,
7. Those being the effect of arresting, destruction or confiscation by customs office or other authorities,
8. Those being the effect of normal wear of the object insured, spontaneous combustion, self-damage, a leakage; in respect of fragile articles or those packed in glass packages- break or loss of the insured article.

THIRD PARTY LIABILITY INSURANCE (risk code - OC) INSURANCE SUBJECT

§ 22

Within its **Super VIP** variant SIGNAL IDUNA Polska TU S.A. shall provide the cover in respect of any claims of civil law character which occurred in the consequence of personal or material loss done by the Insured during his or her travel abroad.

§ 23

1. Within the limits of its liability SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall be obliged to the following:
 - 1) Verify the fairness of any claims brought against the Insured, to give any necessary legal assistance in the case the claims are not justified,
 - 2) Pay indemnity which the Insured is obliged to pay to the sufferer in view of approbation issued or approved by SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A., an agreement concluded or accepted by him or her or a judgement issued by a court of justice,

- 3)** Cover the costs of a defender representing the Insured's interest during the judicial proceedings.
- 2.** Any costs and expenses incurred in relation to the defence from any claims brought against the Insured can be covered only with the consent, in writing, given in advance by SIGNAL IDUNA Polska TU S.A.

GUARANTEE SUM

§ 24

- 1.** Warranty sum shall constitute the upper limit of liability of SIGNAL IDUNA Polska S.A., It has been agreed upon with the Policyholder to amount to 100.000 EUR.
- 2.** The upper limit of liability of SIGNAL IDUNA Polska S.A., related to all loss events occurring during the insurance period, shall be constituted by the warranty sum specified in the policy, regardless of the number of persons who caused the loss or contributed to the occurrence thereof.
- 3.** Guarantee sum for one and all events in respect of material loss amounts to 20% of the guarantee sum specified in the policy.
- 4.** A sublimit for losses related with practising qualified tourism is hereby determined at EUR 10,000. The above arrangement shall only apply to the personal SUPER VIP insurance.

BAIL

§ 25

- 1.** If the Insured has been detained by the law enforcement bodies of a foreign country due to an event for which he or she is responsible and it is necessary to pay up bail to secure the payment of costs of proceedings and financial penalties levied by the judiciary to have the insured released, SIGNAL IDUNA Polska TU S.A. shall grant a returnable loan up to the amount of EUR 10,000.
- 2.** The loan shall be guaranteed by a person indicated by the Insured and shall be returned within 15 days of the date of the judgment on release from arrest, but not later than within 3 months of the date of payment of bail by SIGNAL IDUNA Polska TU S.A.
- 3.** The loan for bail shall not be provided if the Insured was arrested for drug trafficking, intoxicants and alcohol or the Insured's participation in political actions.

LIMITATIONS OF LIABILITY

§26

- 1.** The cover given by SIGNAL IDUNA Polska S.A. shall exclude the Insured's liability relating to the following:
 - 1)** any claims exceeding the scope of statutory civil liability of the Insured being the result of an agreement concluded by the Insured or any particular promises given by him or her,
 - 2)** any losses done by the Insured to his or her next-of-kins,
 - 3)** any losses done wilfully by the Insured or by any person he or she bears responsibility for,
 - 4)** any losses resulting out of a loss of money, bonds, jewellery and any type of documents,
 - 5)** any losses caused in the state of restricted consciousness of the Insured, among others, under the influence of alcohol, medicines, drugs or any other intoxicants,
 - 6)** any losses resulting out of possessing, driving, using or starting mechanical vehicles, aircrafts and water-ships,
 - 7)** any claims of penal character, especially for moral losses, punitive and exemplary damages,

- 8) any loss or damage to the property belonging to the Insured or to any other person, which has been hired, lent or entrusted to the Insured or to any person he or she is responsible for or who remained under care or control of such persons,
- 9) any losses resulting out of practicing the Insured's occupations, a job abroad or any profit-oriented activity,
- 10) practicing a record-seeking sport or participation in any competitions, races, shows and sport trainings,
- 11) losses occurring in relation to practising high-risk sports as well as skiing, snowboard and windsurfing,
- 12) losses occurring as a result of practicing extreme sports,
- 13) any claims in the consequence of infecting another person with a sickness,
- 14) any losses occurring on territory of the Republic of Poland,
- 15) any losses occurring as a result of war, martial law, state of emergency, acts of terrorism acts of sabotage and the Insured's participation in riots, commotions, strikes protests, road blocks, scrimmaging,
- 16) practising the qualified tourism.

2. SIGNAL IDUNA Polska T.U. S.A. shall not give any cover to the claims not exceeding 250 EUR and any benefit paid by SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall be reduced by such an amount.

3. SIGNAL IDUNA Polska T.U. S.A. shall bear no liability for any costs being the consequence of the lack of the Insured's consent for SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A., to conclude an agreement with the sufferer for satisfying his or her claims.

§ 27

1. Consolidated list of sums insured for particular types of insurance have been defined in the table below:

Scope of cover	Standard Variant	Super Variant	Super VIP Variant
	SUM INSURED / GUARANTEE SUM		
MEDICAL EXPENSES in EUR	up to 15.000 EUR	up to 30.000 EUR	up to 40.000 or 60.000 EUR
ASSISTANCE			
Ambulatory	Up to the amount of sum insured for medical expenses Except for the US, Canada, Japan, Australia and Caribbean Islands – limit of 2.000 EUR		
Insured's transport to health service unit, between health care units	Up to the amount of sum insured for medical expenses		
Insured's transport to RP	Up to the amount of sum insured for medical expenses		
Insured's corpse transport, purchase of coffin	Up to the amount of sum insured for medical expenses		
Rescue action costs	Sublimit up to 5.000 EUR (only in the personal variant of insurance)		
Accompanying person's travel costs	Up to the amount of sum insured for medical expenses		
Accompanying person's accommodation costs	up to 100 EUR per day, maximum 7 days		
Indicated person's visit			

	up to 100 EUR per day, maximum 7 days		
Insured's convalescence costs	up to 100 EUR per day, maximum 7 days		
Insured's transport upon completion of treatment in order to continue the travel	Up to 500 EUR		
Transport of the Insured's members of family		up to the amount of sum insured for medical expenses	
Transport of the Insured's children		up to the amount of sum insured for medical expenses	
Insured's transport in the case of travel break		up to the amount of sum insured for medical expenses	
Legal aid Legal protection		up to 1.000 EUR up to 2.000 EUR	
Bail		up to 1.000 EUR	
Driver's substitution costs		up to 500 EUR	
Insured's substitution costs		up to 500 EUR	
Flight delay costs		up to 250 EUR	
PA	up to 7.000 PLN	up to 7.000 PLN	up to 30.000 PLN
Benefit for the total health detriment	100% of sum insured for PA		
Benefit for a partial health detriment	Determined as % of sum insured for PA		
Benefit in the case of death	50% of sum insured for PA		
TRAVEL LUGGAGE			up to 5.000 PLN
TPL			up to 100.000 EUR
Loss in property			up to 20.000 EUR
Personal loss			up to 80.000 EUR
Sublimit for qualified tourism – only in the personal version of insurance			10.000 EUR

PROCEDURE IN THE CASE OF A SUDDEN DISEASE OR PERSONAL ACCIDENT

§ 28

1. The Insured shall be obliged:

- 1)** to make efforts aimed at the mitigation of consequences of the event by gaining promptly the prompt medical aid and undergoing the recommended treatment,
- 2)** to notify promptly the Emergency Headquarters about the event if, in the consequence of the accident, a treatment at the hospital, transport to the Republic of Poland are required or if it is necessary to incur additional costs, also those mentioned under §7 and §8 hereof,
- 3)** to take up an active co-operation with Emergency Headquarters and SIGNAL IDUNA Polska TU S.A. aimed at the explaining of all the circumstances connected with the occurrence of the sudden disease or accident and the determining of the consequences thereof,
- 4)** to observe the recommendations transmitted from Emergency Headquarters and SIGNAL IDUNA S.A. by giving them the information required as well as all the necessary powers of attorney,

- 5) to gain the medical documentation certifying the medical diagnosis which would justify the need of particular type of treatment to be carried out, description of the treatment including the results of examining, as well as other materials related to the event,
 - 6) to release the doctors carrying out the treatment of the Insured both in Poland and abroad from the obligation of professional secrecy towards SIGNAL IDUNA Polska TU S.A. and to allow the access to the documentation related with the treatment,
 - 7) to release public and non-public health service units and the Social Security Institution (ZUS) from the obligation of professional secrecy and to allow the access to the medical documentation,
 - 8) to secure the evidence related to the sudden disease or accident for the purposes of claim justification,
 - 9) to report the claim for medical expense reimbursement to SIGNAL IDUNA Polska TU S.A. within 7 days from the date of return to the Republic of Poland by submitting the form, filled in properly, and presenting the medical documents as well as the evidence of the costs incurred in relation to the event covered,
 - 10) at the request of SIGNAL IDUNA Polska TU S.A. to subject to the examining to be carried out by a doctor appointed by SIGNAL IDUNA Polska TU S.A., laboratory tests or clinical observation in order to determine the state of health or to define the permanent health detriment
2. If the medical expenses do not exceed the amount of 50 EUR, the Insured shall be obliged to cover them him- or herself. Upon presentation of all the documents required SIGNAL IDUNA S.A. shall pay the benefit being the return of the costs incurred.
 3. In the case of the Insured's death- the beneficiary mentioned by name, shall be obliged to submit additionally a copy of death certificate and the documents of his or her identity; if there is no such person mentioned by name, a member of the Insured's family applying for the benefit payment shall be obliged to submit the documents certifying his or her relationship or affinity to the Insured.

PROCEDURE IN THE CASE OF A LOSS TO TRAVEL LUGGAGE

§ 29

1. The Insured shall be obliged to observe the regulations regarding the avoidance of loss and especially to follow the rules of proper care of the property.
2. In the case of a loss the Insured shall be obliged:
 - 1) to prevent the extension of loss,
 - 2) to notify the police about any case of burglary, theft, robbery or the loss of property covered during the event or rescue action and to get the confirmation of this fact in writing specifying the lost objects (kind, quantity) and stating their value,
 - 3) to notify the appropriate transport agent or the management of hotel, holiday centre, camping etc. about any loss which occurred in the public transport mean 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,
 - 4) to report the loss to SIGNAL IDUNA Polska TU S.A. within 7 days from the date of return to home country, to submit the list of damaged or lost articles stating their value, year of acquirement and any documents, explanations, etc. concerning the circumstances, character and scope of loss.

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

§ 30

1. In the case of occurrence of an event which can cause a claim versus the Insured, the Insured shall be obliged for the following:

- 1) possibly to mitigate the consequences of the loss and to secure all the evidence enabling to define the circumstances of the event,
- 2) to notify promptly the Alarm Headquarters or SIGNAL IDUNA Polska TU S.A. not later than within 7 days from the date of the event connected with the possible liability of the Insured, to give circumstances of the loss, names and addresses of sufferers and witnesses of the event,
- 3) not to take any liability and not to conclude any agreement, not to satisfy any sufferer's claims without the consent of SIGNAL IDUNA Polska TU S.A., given in writing,
- 4) to give to SIGNAL IDUNA Polska TU S.A. any necessary powers to carry out any indemnity procedures including process empowerment, if court proceedings has been started versus the Insured,
- 5) to send to SIGNAL IDUNA Polska TU S.A. 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 Polska Towarzystwo Ubezpieczeń S.A. to make decision to submit an appeal.

DETERMINATION AND PAYMENT OF A BENEFIT/INDEMNITY

§ 31

1. Upon being notified about the event covered, SIGNAL IDUNA Polska TU S.A., within 7 days from the date such a notification has been received, shall inform the Policyholder and the Insured about it and carry out the procedure aimed at the determining of the factual circumstances of the event, the justification of the reported claims and the amount of benefit to be paid, and also notify the Policyholder, the Insured or the beneficiary entitled in view of the insurance contract, in writing or by e-mail, what documents are required in order to determine the benefit.
2. Determination of fairness and amount of the benefit shall take place on the basis of the documents submitted by the Insured or by Beneficiary; however SIGNAL IDUNA Polska TU S.A. shall be entitled to verify such documents and consult them with specialists.
3. Fairness and amount of the benefit shall be determined on the basis of the following:
 - 1) the evidence certifying the need of immediate medical treatment as the consequence of a sudden disease or an accident as defined under § 28.1.5,
 - 2) genuine invoices and payment receipts for any medical services, ambulance as well as the invoices for the purchased medicines and dressing materials,
 - 3) genuine invoices and payment receipts for the transport of the Insured's corpse to homeland or for the burial abroad,
 - 4) genuine invoices and payment receipts evidencing other expenses related to the sudden disease or accident or any other events covered,
 - 5) police report drawn up at the place of accident,
 - 6) medical statement with the depiction of wounds and injuries or the consequences thereof- in case of any wounds and injuries,
 - 7) death certificate- in case of the Insured's death,
 - 8) Police report concerning the loss of travel luggage or its theft, robbery,
 - 9) statement of the witnesses to the event,
 - 10) a license for driving a vehicle,
 - 11) a document issued by the travel agent confirming the delay of flight or luggage.
4. In respect of travel luggage the amount of benefit shall be determined according to the cost of repair or the real value of the article taking its grade of real wear into account. Value of the article shall be determined by SIGNAL IDUNA Polska TU S.A. on the basis of the genuine purchase invoice or the value of the new article of identical or similar performance traits on the date of event occurrence.
5. If the Policyholder fails to fulfil any of the duties mentioned under §28, §29 and § 30 hereof neither has he or she provided the documents required by SIGNAL IDUNA Polska TU S.A. and defined under

§31 hereof as a result of intentional fault or gross negligence, SIGNAL IDUNA Polska TU S.A. shall be entitled to reduce the payment of indemnity accordingly if such infringement resulted in increase of loss or made it impossible to determine the circumstances and results of an insurance event.

6. Any benefit resulting out of the insurance contract shall be paid in Polish zlotys for the benefit of the Insured or beneficiary.
7. SIGNAL IDUNA Polska TU S.A. shall cover any justified and evidenced medical expenses directly on account of health service unit or through Emergency Headquarters.
8. Sum insured as defined in the contract shall be the upper border value of benefits to be paid.
9. If the same subject of treatment cost insurance is covered within the same risk in the same time with two or more insurers for the sums which exceed its insurance value, each of the insurers shall be mutually liable 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.
10. The expenses incurred in foreign currencies shall be calculated in Polish zlotys subject to the average exchange rate of currencies as defined by the President of NBP being in force on the date of determining the benefit.

§ 32

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

§ 33

1. In the case the stolen or damaged articles have been recovered the Insured shall be obliged to notify SIGNAL IDUNA Polska TU S.A. about this fact.
2. Indemnities paid for such articles shall be returned. With the consent of SIGNAL IDUNA Polska TU S.A. the returned indemnities can be decreased by the value of defects and faults found with the recovered articles.
3. Within 15 days of the date of recovering the articles the insured may return them to SIGNAL IDUNA Polska TU S.A. and keep the received benefit.

PROCEDURE REGARDING APPEALS PROPOSALS AND COMPLAINTS

§ 34

1. The Beneficiary shall be entitled to appeal from SIGNAL IDUNA's decision concerning the scope of granted benefit or refusal to grant one to the Management Board of SIGNAL IDUNA Polska TU S.A.
2. The appeals shall be examined within 30 days of the receipt thereof.
3. Furthermore, in case of matters other than the ones referred to in item 1, the Policyholder or the Insured may file complaints with SIGNAL IDUNA.

4. The complaints shall be examined within 30 days of the receipt thereof and the person who files one shall be notified of the result without delay.
5. The contents of a letter shall be the basis for qualifying it as an appeal or a complaint.
6. An action for claims under an insurance contract may be brought either on the basis of the general provisions or before a court competent for the place of residence or registered seat of the Policyholder or the Insured.

RECOURSE CLAIMS

§ 35

1. As of the date of indemnity payment the Insured's claims against a third party responsible for loss by virtue of law pass on SIGNAL IDUNA Polska TU S.A. up to the amount of indemnity.
2. Should SIGNAL IDUNA Polska TU S.A. cover a part of loss only, the Insured's claims shall have precedence over SIGNAL IDUNA Polska TU S.A.'s.
3. The Insured's claims against persons with whom the Insured lives in one household shall not pass on SIGNAL IDUNA Polska TU S.A., unless the loss was inflicted intentionally.
4. If the Insured waives his/her claims against a third party responsible for a loss or limits them without SIGNAL IDUNA Polska TU S.A.'s consent, SIGNAL IDUNA Polska TU S.A. may refuse to pay out indemnity or reduce it.
5. If the waiver or limitation or claims is revealed after indemnity has been paid out, SIGNAL IDUNA Polska TU S.A. may demand from the Insured a return of the entire amount or a part of paid indemnity.

FINAL PROVISIONS

§ 36

1. Any notifications and representations of the Insured, Policyholder, Beneficiary and person filing a claim in relation with the insurance contract should be submitted in writing upon receipt or sent by registered mail.
2. If the Insured, Policyholder, Beneficiary or person filing a claim changes his/her/its address or registered seat and fails to notify SIGNAL IDUNA Polska TU S.A. thereof, it shall be deemed that SIGNAL IDUNA Polska TU S.A. has fulfilled its duty of notification or representation if a letter is sent to the last known address of the Insured. If the Insurer changes address or registered seat and fails to notify the Policyholder and Insured persons thereof, it is deemed that the Policyholder and Insured person have fulfilled their duty of notification or representation if the letter is sent to the last known address of the Insurer.
3. The provisions of the Civil Code and the Act on Insurance Activity dated 22nd May 2003 (Official Journal Dz.U. no 124, item 1151 dated 16th July 2003) shall apply to matters not regulated by these GCI.
4. These GCI were approved by a resolution of the Management Board of SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. no 53/Z/2007 dated 7th September 2007 and shall apply to insurance contracts concluded as of 1st October 2007.

President of the Management Board
Alojzy Choda

Vice President of the Management Board
Leszek Gierada