

SIGNAL IDUNA



SIGNAL IDUNA Polska
Towarzystwo Ubezpieczeń S.A.

GENERAL INSURANCE CONDITIONS
of Foreigners
residing on territory
of the Republic of Poland



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I. GENERAL PROVISIONS

§ 1

1. Basing on these General Insurance Conditions, hereinafter referred to as OWU, SIGNAL IDUNA Polska Insurance Company Inc., hereinafter referred to as SIGNAL IDUNA Polska, provides the insurance cover to the foreigners and Polish citizens residing permanently outside territory of the Republic of Poland in the following scope:
 - 1) medical expenses,
 - 2) personal accidents,
 - 3) third party liability,during their travel on territory of the Republic of Poland.
2. Insurance contract can be concluded by the Policyholder for his or her own benefit or for the benefit of a third person defined under these OWU as the Insured. In case of conclusion of an insurance contract for the benefit of a third party all the provisions of these OWU shall apply to the Insured, respectively.
3. If agreed so between the parties, the insurance contract may be provided with additional clauses or different from those stipulated herein.
4. The additional or different clauses mentioned under 3 above shall be made in writing and in full wording; otherwise they are null and void.

II. DEFINITIONS

§ 2

1. **Policyholder** - a natural person, legal entity of organizationa unit without the status of legal person who concludes an insurance contract with SIGNAL IDUNA Polska and is obliged to pay the insurance premium.
2. **Insured** - a natural person of Polish nationality and domiciled of territory of the Republic of Poland and a person staying on territory of RP on the basis of permanent or temporary residence cards, for the benefit of whom the insurance has been concluded.
3. **Beneficiary** - the person authorized to receive the allowance 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 allowance in the following order: spouse, children, parents, other statutory heirs.
4. **Next of kin** - spouse, concubine partner, children (also those adopted), brothers or sisters, parents.

5. **Travel** - Insured's stay on territory of the Republic of Poland in one place or traveling all over territory of the Republic of Poland individually or in group.
6. **Sudden disease** - morbid symptoms occurring suddenly on territory of the Republic of Poland which constitutes a threat to the Insured's health or life, requiring immediate medical care to be provided before leaving the Republic of Poland.
7. **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.
8. **Permanent health detriment** - the Insured's bodily injuries suffered as a result of a covered accident, whereby the permanent injury shall be understood as 100% distemper or permanent malfunction of an organ.
9. **Chronic disease** - a sickness of long duration, lasting usually for months or years with the need to undergo permanent or periodical treatment.
10. **Consequence of a chronic disease** - a sudden aggravation of a chronic disease occurring after entering the territory of the Republic of Poland which requires immediate medical care and it is necessary to undergo a treatment before leaving the territory of the Republic of Poland.
11. **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 centers, health resort centers, preventorium, and rehabilitation units or centers.
12. **Hospitalization** - a stay at a hospital lasting for at least 24 hours.
13. **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.
14. **Ambulatory treatment** - providing medical aid at a hospital or any other health service unit lasting not longer than 24 hours.
15. **Practising record-seeking sports** - regular and intensive trainings and participation in sport competitions, fitness and training camps.
16. **Expedition** - an organized trip with the goal to perform the intended tasks of sport- or science-oriented character, characterizing with extreme climatic conditions.
17. **High risk sports** - amateur and professional practising air, motor and motor-water sports, alpinism, speleology, bungee, paragliding and parachuting.
18. **Performing a work** - activities taken up by the Insured abroad which are customarily paid for and which increase the risk of a loss

19. **Performing high-risk work** - insured's taking up the activities which are customarily paid for and which increase the risk of a loss.
20. **Performing a work with a higher risk** - insured's taking up the activities which are customarily paid for and comprising the following types of work:
 - a) in mining industry, work with explosives,
 - b) in petroleum industry,
 - c) in power industry,
 - d) in building sector,
 - e) in mountain rescue services,
 - f) as jockeys, stuntmen and animal trainers,
 - g) as divers, test air pilots,
 - h) protection of property,
 - i) drivers of cisterns.

III. SUBJECT AND SCOPE OF COVER

§ 3

1. The insurance on the basis of these OWU can be concluded in **STANDARD** variant or **SUPER** variant.
2. **STANDARD** variant insurance comprises the following:
 - 1) medical expenses,
 - 2) personal accidents.
3. **SUPER** variant insurance comprises the following:
 - 1) medical expenses,
 - 2) personal accidents,
 - 3) third party liability.
4. The subject of insurance in case of both **STANDARD** and **SUPER** variants, can be, upon payment of additional premium, costs of treatment and accidents connected with the additional risks resulting out of:
 - 1) performing the work except high-risk work,
 - 2) practising riding sport, hunting, diving with air respirator,
 - 4) practising record-seeking sports and participating in expeditions,
 - 5) practising high-risk sports,
 - 6) consequences of chronic diseases.

INSURANCE OF THE MEDICAL EXPENSES

§ 4

1. The insurance subject are the costs of medical treatment of the Insured who, when travelling on territory of the Republic of Poland, must have undergone an immediate treatment in the consequence of a sudden disease or an accident.
2. SIGNAL IDUNA Polska shall cover the costs necessary

to be insured to restore to the insured's state of health enabling him or her the return to the country of origin in order to continue treatment there,

3. Medical expenses shall be considered to be any expenses which occurred on territory of the Republic of Poland and were incurred for the following:
 - 1) medical examining and interventions prescribed by a medical doctor in the consequence of a sudden disease or an accident,
 - 2) stay at the hospital (operations, doctors' fees, medicines, analyses),
 - 3) ambulatory treatment recommended by the doctor (operations, doctors' and nurses' fees, analyses),
 - 4) purchase of necessary medicines and dressing materials prescribed by a medical doctor,
 - 5) repair or purchase of glasses or repair of artificial limbs in the case their damage was in connection with the accident, as mentioned under § 2 item 7, causing a permanent health detriment,
 - 6) Insured's transport to an ambulatory or hospital,
 - 7) Insured's transport between medical care units recommended by the doctor leading the Insured's treatment,
 - 8) transport to the accommodation address after medical aid has been rendered,
 - 9) Insured's transport to his or her country of residence in relation to the need of immediate continuation of the treatment by the cheapest mean of transport accepted by the doctor,
 - 10) transport of the Insured's corpse to the place of funeral in the country of residence or the funeral costs on territory of the Republic of Poland,
 - 11) dental treatment of sudden inflammatory states up to the equivalent of **100 EUR**.

PERSONAL ACCIDENT INSURANCE

§ 5

1. The subject of cover are the consequences of any accident suffered by the Insured on territory of the Republic of Poland during the period of insurance and causing a permanent health detriment or death of the Insured.
2. The Insured shall be entitled to receive the following benefits:
 - 1) Death benefit amounting to 50% of the sum insured,
 - 2) Benefit for a permanent health detriment defined as a percentage of the sum insured, taking only 100% malfunction of a motorial organ or any organ lying in the physical loss or the loss of control over such an organ into account, according to Table 1 below:

Table No. 1

Type of permanent health detriment	Percentage of permanent health detriment (%)
Total loss of	
1. vision in one eye	30
2. vision of both eyes	100
3. hearing in one ear	30
4. hearing in both ears	60
5. sense of smell	10
6. both tongue and taste	50
Total physical loss of and loss control over	
7. upper extremity in the shoulder	70
8. upper extremity above the elbow and below the shoulder	65
9. upper extremity below the elbow and above the wrist	60
10. upper extremity at the wrist and below	55
11. lower extremity above the middle of thigh	70
12. lower extremity below the middle of thigh and above the knee	60
13. lower extremity below the knee and above the middle	50
14. lower extremity below the middle of the shank and above the foot	45
15. lower extremity- the foot at the ankle joint	40
16. lower extremity- the foot except calcaneum	30
Total physical loss of	
17. thumb	20
18. forefinger	10
19. other finger	5
20. hallux	5
21. other toe	2

3. Percentage of a permanent health detriment shall be established immediately after completion of the treatment including rehabilitation, not later however than 2 years from the date of the accident.
4. If a larger number of physical functions is deteriorated in the consequence of an accident, then particular health detriments shall be summed up but the maximum benefit in this regard shall not exceed 100% of the sum insured.

5. If the functions of organs or senses have been deteriorated in the consequence of an accident which were deteriorated prior to the accident, then the percentage of health detriment shall be defined as the difference between the degree of permanent detriment prior to and after the accident.
6. If the Insured waives further treatment recommended by doctors after the accident, the percentage of permanent health detriment shall be determined as it would be determined, according to the doctor's opinion, if the recommended treatment were carried out.
7. The condition required to be met for the benefit to be paid is to evidence the causal nexus between the accident covered and the death or permanent health detriment.
8. Degree of permanent health detriment shall be assessed by the doctors of SIGNAL IDUNA Polska on the basis of Table No. 1 presented under § 5 item 2, defining the amount of benefits for health detriments.
9. Establishing the causal nexus mentioned under § 5 item 7 and the type and amount of benefits due shall follow on the grounds of the provided documents specified under § 17, 18, 19 item 3.
10. In case of loss or damage of organs or systems whose functions were deteriorated prior to the accident because of disability or a disease, then the percentage of health detriment shall be defined as the difference between the degree of permanent detriment prior to and after the accident.

THIRD PARTY LIABILITY INSURANCE

§ 6

1. SIGNAL IDUNA Polska gives the insurance cover in respect of claims of civil and legal character occurring as a result of a personal or material loss caused by the Insured during insurance period, if he or she is obliged to repair the loss done to a third party when travelling on territory of the Republic of Poland as a result of a tort.
2. Within the limits of liability SIGNAL IDUNA Polska shall be obliged:
 - 1) to examine the justification of the claims submitted against the Insured and to give any legal assistance in case of unjustified claims,
 - 2) to pay indemnity which the Insured is obliged to pay to the claimant on the basis of recognition issued or accepted by SIGNAL IDUNA Polska as a result of an agreement or court's judgment,
 - 3) to cover the costs of solicitor representing the Insured's interest.

3. Any costs incurred in relation to the defence from the claim against the Insured can be covered only provided that the consent of SIGNAL IDUNA Polska is obtained.

IV. LIMITS OF LIABILITY

§ 7

1. The costs of the Insured's hospitalization as well as those defined under § 4 clause 3 hereof which have not been accepted previously by SIGNAL IDUNA Polska or if the Insured acted against the decision of SIGNAL IDUNA Polska agreed with the doctor responsible for the treatment (KL insurance)
2. The insurance shall not cover the costs of treatment and the cost occurring in relation to the need of the Insured to return to the country of his or her residence or the costs of transport of the Insured's corpse as well as other costs covered by the insurance, if such costs have been connected with the following:
 - 1) Insured's attempt to commit or committing a crime or suicide, Insured's wilful action,
 - 2) an accident which occurred when the Insured was driving a vehicle or other means of transport under the influence of alcohol, drugs or any other substance of similar effect or without the required license allowing to drive such a vehicle,
 - 3) an event which occurred after the Insured had taken alcohol, drugs or any other substance of similar effect,
 - 4) hostilities state of war, martial law, state of emergency or the Insured's participation in commotions, riots, strikes, protests, road blockades or fight,
 - 5) medical contraindications concerning the Insured's travel abroad, if such contraindications were of any influence on the occurrence of medical treatment costs,
 - 6) medical indication concerning an operation, a treatment or medical observation at hospital to be performed prior to the Insured's travelling abroad, if this was of influence on the occurrence of medical treatment costs
3. Moreover the insurance shall not cover the costs of treatment in case of the following:
 - 1) chronic diseases, unless additional premium has been paid,
 - 2) mental disturbances, depressions, innate defects,
 - 3) performing work, ,
 - 4) performing a high-risk work,
 - 5) activities connected with riding sport, hunting or diving using air respirator, unless the additional has been paid,
 - 6) practising record-seeking sports and participating in expeditions, unless additional has been paid,
 - 7) those connected with practising high-risk sports, unless

- the additional has been paid,
- 8) those connected with professional practising sport,
- 9) venereal diseases, treatment of diseases being the result of a HIV virus infection, epidemic,
- 10) exceeding the scope required to restore the proper state of health of the Insured to enable his or her return to homeland,
- 11) consequence of radioactivity,
- 12) treatment and care related to pregnancy, test-tube fecundation or other cure of sterility,
- 13) abortion, purchase of contraceptives, plastic and cosmetic surgery,
- 14) dental conservative and prosthetic cure (except cures of inflammatory states),
- 15) 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),
- 16) travelling for therapeutic purposes, stay at health resort centres,
- 17) treatment on the Insured's own accord or treatment by a doctor being a member of the Insured's family.

§ 8

- 1. The cover shall not include the accidents which occurred in the following cases (NNW Insurance):
 - 1) disturbances of consciousness and mind, also in the case such disturbances occurred under the influence of alcohol, drugs or any other stupeficient, The cover exists if disturbances occur in connection with the accident covered by the insurance contract,
 - 2) attempt to commit or committing a crime or suicide,
 - 3) driving a vehicle or other means of transport by the Insured under the influence of alcohol, drugs or any other substance of similar effect or without the required license allowing to drive such a vehicle,
 - 4) mental disturbances, depressions, chronic diseases, innate defects,
 - 5) performing work, unless additional premium has been paid,
 - 6) performing a high-risk work,
 - 7) activities connected with riding sport, hunting or diving using air respirator, unless the additional has been paid,
 - 8) practising record-seeking sports and participating in expedition, unless additional premium has been paid,
 - 9) practising high risk sports, unless additional premium has been paid,
 - 10) professional practising sport,

- 11) hostilities, state of war, martial law, state of emergency or the Insured's participation in commotions, riots, strikes, protests, road blockades or fight,
 - 12) improper treatment or operations carried out improperly on the body. The cover exists if the cure, including diagnosis and operation resulted out of the accident covered by the insurance contract,
 - 13) infections. However, the cover exists if the germs or virus penetrated the Insured's organism through the wounds caused by 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,
 - 14) alimentary intoxications as a result of the intake of the liquid or solid substances,
 - 15) abdominal or inguinal hernia. The cover exists if the abdominal or inguinal hernia is a result of the accident,
 - 16) damages of spinal disks, bleeding from internal organs; the cover exists if the above damages were caused by the accident,
 - 17) cerebral haemorrhage, infarcts, apoplexy.
2. The cover shall not include the physical loss which are not presented in Table No. 1 of GIC (§ 5 item 2).

§ 9

1. Insurance of SIGNAL IDUNA Polska shall not cover the liability of the Insured connected with the following (insurance OC):
 - 1) claims exceeding the range of statutory third party liability of the Insurer being the result of an agreement signed by the Insured including special promises,
 - 2) losses done by the Insured to his closest persons,
 - 3) losses done purposely by the Insured or by any person the Insured is responsible for,
 - 4) claims related to the loss of cash, securities, jewels any kind of documents,
 - 5) losses done to a third party in the state of limited consciousness, e.g. under the influence of alcohol, drugs or similar substances,
 - 6) losses connected with the possessing and driving automotive vehicles, aircrafts or water vehicles,
 - 7) claims of penal character, especially for moral losses, satisfaction and punitive and exemplary damages,
 - 8) loss or damage of the property belonging to another person, entrusted, leased, lent or being under the custody or control of the Insured or persons the Insured is responsible for,
 - 9) Losses connected with performing a work,

- 10) Losses connected with performing a high-risk work,
 - 11) Losses occurring in connection with horse riding, hunting or diving with air respirator,
 - 12) Losses related with record-seeking sports or participating in expeditions,
 - 13) Losses occurring in connection with high-risk sports,
 - 14) Losses connected with skiing, snowboard, windsurfing,
 - 15) Losses connected with professional practising of sport,
 - 16) Claims connected with infecting a person with a disease,
 - 17) Losses connected with hostilities state of war, martial law, state of emergency or the Insured's participation in commotions, riots, strikes, protests, road blockades or fight.
2. SIGNAL IDUNA Polska shall not cover any claims not exceeding **250 EUR** and any benefit paid by SIGNAL IDUNA Polska will be decreased by such an amount.
 3. SIGNAL IDUNA Polska shall not be responsible for any costs connected with the lack of the Insured's consent for SIGNAL IDUNA Polska, to conclude an agreement with the claimant regarding the claim to be satisfied.

V. CONCLUSION OF INSURANCE CONTRACT

§ 10

1. Insurance contract shall be concluded on application of the Policyholder.
2. Conclusion of the insurance contract shall be certified by SIGNAL IDUNA Polska by the document called policy.
3. Insurance contract shall be concluded in the individual (nominal) or collective (nominal and nameless) form.
4. The collective nominal insurance contract shall be concluded provided that the Policyholder attaches the list of persons covered to the policy.
5. The contract shall be concluded in the collective nameless form, provided it covers all participants of the travel with the same scope of cover using the same premium and sum insured.

VI. INSURANCE PERIOD

§ 11

1. Liability of SIGNAL IDUNA Polska shall commence on the date given in the policy (hour) but not earlier than from the date of issue of the policy and the payment of premium and not earlier than from the moment of entering the territory of the Republic of Poland.
2. Liability of SIGNAL IDUNA Polska ends at the moment of leaving territory of the Republic of Poland by the Insured,

not later however than on the date specified on the insurance contract.

3. Insurance cover may be extended one day before the expiration of the insurance period as specified in the former policy and requires new a new insurance document to be issued.
4. Minimum insurance period is 3 days, unless agreed otherwise by the parties.

VII. TERMINATION OF THE INSURANCE CONTRACT

§ 12

1. The insurance contract concluded for a period exceeding 6 months may be terminated by Policyholder within 30 days and, in case of the Policyholder being a legal entity, within 7 days from the date of contract conclusion. Termination of the contract shall not release the Policyholder from his obligation to pay premium for the period in which SIGNAL IDUNA Polska gave the cover.
2. No administration costs shall be deducted if termination takes place within the statutory time.
3. The part of premium for the unused insurance period shall be returned upon deduction of handling costs amounting to **20%** of the sum to be returned.
4. In case of termination of the contract during insurance period the Insured shall be entitled for a part of premium for the unused period of insurance to be returned, unless a loss occurred for which the indemnity has not been paid yet.
5. In order to receive the part of the premium as a result of contract termination it is necessary for the Insured to return insurance policy and to give a declaration in writing stating that no loss has occurred and with the obligation to cover eventual invoices sent to SIGNAL IDUNA Polska, relating to the terminated contract.

VIII. SUM INSURED

§ 13

1. Sum insured for treatment costs shall be agreed upon with Policyholder for one and all events during insurance period and amounts the zloty equivalent of **10.000 EUR** or **30.000 EUR** (depending on the insurance variant).
2. Average EUR exchange rate shall be taken for establishing the sum insured in PLN, as defined by NBP for the day of conclusion of the insurance contract.
3. SIGNAL IDUNA Polska shall cover any costs of treatment resulting out of a sudden disease or an accident till the sum insured defined in the policy has been used without prejudice to § 13 item 4,5.

4. From the sum insured chosen for ambulatory treatment and for the purchase of medicines and dressing materials and the transport to hospital or ambulatory or between health service units maximum **10%** of the sum insured can be used but not more than zloty equivalent of **1.000 EUR**.
5. Transport costs of the Insured to the country of residence shall be covered by SIGNAL IDUNA Polska up to the zloty equivalent of **3.000 EUR**.

§ 14

1. The sum insured for accident insurance shall be agreed upon with Policyholder for one and all events and it can amount to the zloty equivalent of **7.000 EUR** or **10.000 EUR** (depending on insurance variant).
2. The maximum sum insured shall be paid in case of **100%** health detriment, **50%** in case of the Insured's death, if the Insured died in the consequence of an accident before 2 years expire from the date of the accident.
3. The average EUR exchange rate is assumed as the one established by NBP for the day of insurance contract conclusion.

§ 15

1. The sum insured in respect of third party liability shall be agreed upon with the Policy holder being the upper limit of liability of SIGNAL IDUNA Polska for all loss events to occur during the period of insurance and it shall amount the zloty equivalent of **10.000 EUR** or **30.000 EUR** (depending on insurance variant) whereby :
 - 1) For personal losses - **80%** of the above sums insured
 - 2) For material losses - **20%** of the above sums insured.
2. The upper limit of liability of SIGNAL IDUNA Polska in respect to all loss events occurring during the period of insurance shall be the sum insured as defined in the policy regardless of the number of persons who caused the loss or contributed thereto.

IX. INSURANCE PREMIUM

§ 16

Insurance premium shall be established depending on the following:

- 1) scope of cover (variant),
- 2) coverage of additional risks mentioned under § 3 item 4 above,
- 3) sums insured,
- 4) insurance period,

- 5) form of conclusion of the insurance contract,
- 6) Insured's age (extra charge for the persons aged above 65, deductible for the persons below 25 years of age),
- 7) Premium rates as established in the tariff being in force on the date of insurance contract conclusion expressed in EUR. Premium rate shall be calculated in zlotys assuming the average exchange rate of EUR as established by NBP on the date of conclusion.

X. RIGHTS AND DUTIES OF THE PARTIES

§ 17

PROCEEDING IN CASE OF A SUDDEN DISEASE OR AN PERSONAL ACCIDENT

The Insured shall be obliged:

- 1) To call a doctor immediately and to notify Emergency Headquarters of SIGNAL IDUNA Polska The Insured shall be obliged to obey doctors' recommendations and to take measures aimed at the minimizing of the size of loss,
- 2) To take up an active co-operation with Emergency Headquarters of SIGNAL IDUNA Polska in order to explain the circumstances of the sudden disease or the accident; for this purpose he or she is obliged to fill in accident form and send it without delay to SIGNAL IDUNA Polska,
- 3) to release the doctors curing the Insured from secrecy towards SIGNAL IDUNA Polska and to allow to disclose the medical documentation concerning the treatment,
- 4) to gain the medical documentation certifying the recognition and medical diagnosis justifying the need to undergo the treatment; description of the way of treatment,
- 5) to secure the evidence related to the accident or the sudden disease in order to justify the claim,
- 6) if the costs of treatment do not exceed the sum of zloty equivalent of 50 EUR the Insured shall be obliged to cover such costs by himself. SIGNAL IDUNA Polska after submitting the required documents shall pay the benefit for the costs incurred,
- 7) within 7 days after the date of return to the country of residence the costs incurred shall be claimed for by sending the appropriate form including medical documentation and receipts of the costs incurred to SIGNAL IDUNA Polska,
- 8) if the Insured died in the consequence of the accident, this fact should be reported to SIGNAL IDUNA Polska within 48 hours. The report should be made in writing. SIGNAL IDUNA Polska reserves the right to carry out autopsy by the appointed doctor,

- 9) in case of the Insured's death the Beneficiary appointed by name shall be obliged to submit additionally a copy of death certificate and the documents certifying his or her identity; in case there is no Beneficiary appointed by name in the policy, then the member of the family applying for the benefit to be paid shall be obliged to provide the documents certifying the relationship or affinity to the Insured.

PROCEEDING IN CASE OF THE OCCURRENCE OF LOSS IN VIEW OF THIRD PARTY LIABILITY INSURANCE

§ 18

1. In case of the occurrence of any event causing really or potentially a claim towards the Insured, the Insured shall be obliged for the following:
 - 1) To possibly avoid the increase of loss size, to gather and to secure the evidence establishing the circumstances of the event,
 - 2) To notify immediately the Emergency Headquarters of SIGNAL IDUNA Polska or SIGNAL IDUNA Polska not later than within 7 days from the date of occurrence of an event which can charge him or her with a claim; to give the circumstances of the loss, names and addresses of the persons affected and witnesses of the event,
 - 3) not to take responsibility or to enter any agreements, not to satisfy any claims without the consent of SIGNAL IDUNA Polska, in writing,
 - 4) to provide SIGNAL IDUNA Polska with the powers necessary for indemnity cases including warrant of attorney if any claims have been submitted at the court against the Insured,
 - 5) to send the judgment in the civil lawsuit, penal or penal-administrative lawsuits connected with the event from which the Insured's liability results to SIGNAL IDUNA Polska within such a time that SIGNAL IDUNA Polska can prepare its position as to the possibility of an appeal.

XI. DETERMINATION AND PAYMENT OF BENEFIT

§ 19

1. Upon being notified about the event covered, SIGNAL IDUNA Polska, 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 allowance 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 allowance.
2. Determination of fairness and amount of the allowance shall take place on the basis of the documents submitted by the Insured or by Beneficiary; however SIGNAL IDUNA Polska shall be entitled to verify such documents and consult them with specialists.
 3. Fairness and amount of the allowance 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 § 16 clause 1 hereof.
 - 2) genuine invoices and payment receipts for any medical services, ambulance as well as the invoices for the purchased medicines and dressing materials,
 - 3) genuine invoices and payment receipts for the transport of the Insured's corpse to homeland or for the burial abroad,
 - 4) in case of wounds - medical description wounds and bodily injuries.
 - 5) death certificate - in case of the Insured's death
 - 6) police report drawn up at the place of accident,
 - 7) a license for driving a vehicle
 4. As soon as SIGNAL IDUNA Polska receives the set of documents certifying the accident and its consequences, in order to determine the degree of health detriment, SIGNAL IDUNA Polska TU S.A. shall pay the due benefit
 5. If there are any doubts about justification of the Insured's claim then SIGNAL IDUNA Polska shall pay, at his request, a prepayment
 6. Any allowance resulting out of the insurance contract shall be paid in Polish zlotys or in zloty equivalent of an amount in EUR according to the exchange rate given by NBP on the date of payment.
 7. SIGNAL IDUNA Polska shall cover any justified and evidenced costs of treatment directly on account of health service unit or through Emergency Headquarters.
 8. If the Insured failed to observe any of the duties mentioned under § 17, 18 hereof neither has he or she provided the documents required by the Insurer and defined under § 17, 18 hereof which was of influence to the occurrence of loss, establishing the circumstances or the extent of loss, then SIGNAL IDUNA Polska shall be entitled to refuse the payment of indemnity or to reduce it.
 9. The upper limit of benefits paid is the sum insured as defined in the contract.

§ 20

1. SIGNAL IDUNA Polska shall pay the allowance within 30 days from the date the claim was reported.
2. If the circumstances, necessary for the liability of SIGNAL IDUNA Polska or the amount of allowance to be determined, are impossible to be explained within the above period of time, the allowance 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 shall be obliged to pay the undisputable part of the allowance within the period specified under clause 1 above.
3. If the allowance cannot be granted, SIGNAL IDUNA Polska shall inform the Insured about it in writing, according to clause 1 above, indicating the circumstances and the legal basis justifying the allowance to be refused.
4. SIGNAL IDUNA Polska shall inform the Insured in writing about the amount of the allowance granted.

§ 21

1. If the Insured does not agree with the findings of the organizational unit of SIGNAL IDUNA Polska as to the refusal of satisfying the claim or as to the amount of the allowance granted, he or she, within 30 days from the date of such a decision being received, can demand the case to be reconsidered, such a demand being submitted in writing.
2. SIGNAL IDUNA Polska shall be obliged to notify the Insured about the deadline specified under clause 1 above. The time specified under 1 above shall not be running if this obligation is not performed.
3. The complaint concerning the claim resulting out of the insurance contract can be submitted by the Beneficiary pursuant to either general competence regulations or before the common court of justice competent for the domicile or seat of Policyholder, Insured, Beneficiary or the entitled person in view of the insurance contract.

XII. RECOURSE CLAIMS

§ 22

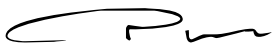
1. On the date of allowance payment SIGNAL IDUNA Polska shall take over, by virtue of the law, any claims (recourse) against a third party responsible for the loss up to the amount of the allowance paid.
2. If SIGNAL IDUNA Polska has covered a part of the loss, the Insured shall be entitled to satisfy his or her claims prior to the claims of SIGNAL IDUNA Polska in respect of the remaining part of such a loss.

3. SIGNAL IDUNA Polska shall not take over any claim against the persons with whom the Insured remains in the common household or for whom the Insured bears responsibility.
4. If the Insured, without consent of SIGNAL IDUNA Polska has waived a claim against a third party responsible for the loss or limited such a claim, then SIGNAL IDUNA Polska may refuse the payment of the allowance or reduce it.
5. If the claim waiver or limit is disclosed after the allowance had been paid, SIGNAL IDUNA Polska may demand the Insured to return the whole amount of the allowance paid or a part thereof.

XIII. FINAL PROVISIONS

§ 23

1. Any notifications and declarations of the Insured, Policyholder, Beneficiary and the person submitting a complaint in respect of the insurance contract shall be submitted in writing against a receipt or be sent by recommended letter.
2. If the Insured, Policyholder, Beneficiary or the person submitting the claim have changed his or her address or seat and have not notified SIGNAL IDUNA Polska about this fact, then SIGNAL IDUNA Polska is assumed to have performed its commitment of notification and declaration if e message has been sent to the last address of the Insured's seat known to the Insurer.
3. Any matters not regulated within these General Insurance Conditions shall be settled on the basis of the regulations of Civil Code and those of the Law dated May 22nd 2003 about insurance activities (Journal of Law No. 124, item 1151 dated 16th of July 2003).
4. These Insurance Conditions have been accepted by virtue of the Resolution of the Board No. 42/Z/2007 dated 07.08.2007 and shall apply to the contracts concluded than 10.08.2007.



Prezes Zarządu
Alojzy Choda



Wiceprezes Zarządu
Leszek Gierada

