

GENERAL INSURANCE CONDITIONS SIGNAL IDUNA TRAVEL

GENERAL PROVISIONS

§1

1. Basing on these General Insurance Conditions, hereinafter referred to as OWU, SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A., hereinafter referred to as SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A., concludes insurance contracts with natural persons with permanent residence on territory of the Republic of Poland as well as with the foreigners during their travel abroad.
2. Insurance can be concluded in two variants, i.e. Standard or Super.
 - 1) Standard variant insurance shall cover the following:
 - a) medical costs including assistance, rescue action costs,
 - b) consequences of accidents,
 - c) travel luggage.
 - 2) Super variant insurance shall cover the following:
 - a) medical costs including assistance, rescue action costs,
 - b) legal protection and aid,
 - c) consequences of personal accidents,
 - d) Ravel luggage,
 - e) third party liability.
3. Upon agreement with the Policy insurance contracts may be provided with additional stipulations or those deviating from the stipulations hereof.
4. Any provisions deviating from those hereof mentioned under 3 shouldbe made In writing and attache In full wording to the insurance contract, otherwise being 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 Insured is obliged to report the occurrence of an event covered.
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 (acutition) 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 labor 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 defense 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 personalisty which concludes the insurance contract and is obliged to pay insurance premium.
- 27. Insured** – a natura person with permanent residence in the Republic of Poland or osoba foreigner staying on territory of the Republic of Poland for the benefis of which the insurance has Bern 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 amator 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, amator competitions), sometimes connected with traning or competition elements as well as any kind of teambuilding activities (e.g. paintball, bungee).
- 30. Communication equipment** – shall be understood as mobile phone, palmtop, short wave emitter.

- 31. 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.
- 32. 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. Insurance contract shall be concluded on Policyholder's application.
2. Insurance contract may cover both an individual or a group.
3. A group contract shall be applied provided that it covers all participants of a tourist event (travel) by the same scope of insurance using the same premium and sum insured.
4. Nominal roll of persons mentioned under 3 above to be attached each time to the policy.
5. Insurance contract may be concluded by Policyholder for the benefit of a third person (the Insured).
6. Insurance contract conclusion shall be confirmed by SIGNAL IDUNA Polska TU S.A. by the insurance document which is called a policy.
7. By acceding to the insurance the Insured shall release any doctors carrying out the treatment both in Poland and abroad from their duty to keep doctor-patient confidentiality and give his or her consent to disclose their medical documentation to the representatives of SIGNAL IDUNA Polska TU S.A.

INSURANCE PREMIUM

§ 4

Insurance premium shall be fixed depending on the following:

- 1) insurance variant,
- 2) insurance cover in respect of additional risks mentioned under §12 item 4, § 15 item 2,
- 3) sum insured,
- 4) insurance period,
- 5) form of concluding insurance contract,
- 6) Insured's age (extra premium for persons aged above 65, premium reduction for the persons aged below 25),
- 7) Premium rate as defined in the tariff valid on the date of insurance contract conclusion,
- 8) EUR exchange rate shall be calculated In PLN assuming the average exchange rate of 1 EUE as defined by the NBP on the day preceding the day of insurance contract conclusion.

INSURANCE PERIOD

§ 5

1. Liability of SIGNAL IDUNA Polska TU S.A. shall commence at the moment of the Insured's travel beginning, not earlier however than from the date (hour) of policy issue and premium payment.
2. Liability of SIGNAL IDUNA Polska TU S.A. shall end at the moment the travel is over, not later however than upon expiry of the time specified in the insurance contract - policy.
3. If the person covered by the insurance contract stays abroad then the liability of SIGNAL IDUNA S.A. shall begin upon expiry of 5 days period from the date of premium payment (qualifying period). Premium shall be collected by SIGNAL IDUNA Polska TU S.A. exclusively for the period of the cover provided.
4. Travel shall be deemed to be commenced at the moment the Insured leaves his flat and ended at the moment of the Insured's return to the flat.
5. The cover regarding medical costs, legal protection and aid, third party liability shall be commenced on passing the border of the Republic of Poland at departure and it shall be ended at the moment

of passing the border of the Republic of Poland on return way this time being extended in respect of accident and luggage insurance up to the moment of the Insured's return to his or her flat.

6. The cover period may be extended only before expiry of the insurance period as specified in the previous policy, otherwise the issue of a new policy is required.
7. Insurance contract may be concluded for the period from 1 day up to 1 year which is the maximum.

INSURANCE CONTRACT TERMINATION

§ 6

1. The insurance contract concluded for a period exceeding 6 months may be terminated by Policyholder within 30 days and, in case of the Policyholder being a legal entity, within 7 days from the date of contract conclusion. Termination of the contract shall not release the Policyholder from his obligation to pay premium for the period in which SIGNAL IDUNA Polska S.A. gave the cover.
2. No administration costs shall be deducted if termination takes place within the statutory time.
3. The return of premium amount for the unused insurance period upon insurance termination shall follow without deducting handling costs.

MEDICAL COST COVER (risk code - KL) INSURANCE SUBJECT

STANDARD VARIANT § 7

1. The insurance subject are the expenses of medical treatment to be incurred by the Insured who, when staying outside of the Republic of Poland, must have undergone an immediate treatment in the consequence of a sudden disease or a personal accident.
2. Medical expenses shall be considered to be any expenses which occurred 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 32th 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 also covers the following:

- 1)** transport costs in connection with the need of the Insured's return to the Republic of Poland because of his or her state of health requiring an immediate continuation of the treatment, by the cheapest available mean of transport accepted by the doctor,
- 2)** costs of transport to the Republic of Poland on treatment completion in the case the Insured cannot continue the journey nor can he return to Poland by the means of transport as planned formerly,
- 3)** additional travel costs of an accompanying person necessary for the transport of the Insured to the Republic of Poland, if such a journey takes place on recommendation, drawn up in writing, of the doctor leading the Insured's treatment abroad,
- 4)** additional costs of accommodation for the Insured's accompanying person (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.

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 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 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 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 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,
- c. 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.

VARIANT SUPER

§ 8

In the case of variant SUPER insurance subjects are the costs mentioned under w § 7 and, moreover and upon payment of an additional premium, the following:

1) taking 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) Flight delay

In the case of cancellation or delay of the flight organized by a professional transport agent or being AT 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 are 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 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 in respect of medical costs shall be agreed upon with the Policyholder for one and all events during insurance period and amounts as follows: in the case of travelling to Europe and Mediterranean region - 10.000 EUR or 20.000 EUR and, in the case of travelling to all countries of the world- 30.000 EUR or 50.000 EUR (depending on the insurance variant).
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 cl. 10, § 7 item 3 cl. 4, 7, 8, 9, § 8 item 5, 6 and § 9, §11 item 2 hereof.
4. The average PLN to EUR exchange rate as defined by Polish National Bank 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.
2. The medical expenses and the costs which occurred in connection with the Insured's need to return to the Republic of Poland, costs of transport of the Insured's corpse as well as any other costs covered by the insurance, shall be excluded from the cover if such costs occurred in the case of:
 - 1) Insured's attempt to commit or committing a crime or suicide, Insured's willful action,
 - 2) a personal accident which occurred when the Insured was driving a vehicle or other means of transport under the influence of alcohol, drugs or any other substance of similar effect or without the required license allowing to drive such a vehicle,
 - 3) 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 traveling abroad,
 - 7) consequences of chronic diseases or tumors (unless the tumor had been recognized prior to traveling 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) traveling for therapeutic purposes, stay at health resort centers,
 - 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 ust.2 itm 10 hereof) and prosthetics,
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.
- 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),
 - 5) consequences of chronic and neoplastic diseases (code CP),
 - 6) exercising the qualified tourism (code TK).

**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,
 - 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 16.000 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 stupeficients, 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 mucuous 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 Henia is the result of the accident covered,
 - 10) damages of spinal dinks, 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 hemorrhage, infarcts, apoplexy.
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) practising high risk sports (code HR),
 - 3) practising record-seeking sport or participation in competitions, races, shows and sport trainings (code SP),
 - 4) practising extreme sports (code SM),
 - 5) exercising the qualified tourism (code TK).

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 clause 1 hereof and the types and amounts of benefits to be paid shall follow on the ground of the provided documents as specified under § 30 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 S.A.

TRAVEL LUGGAGE INSURANCE (risk code - BP) INSURANCE SUBJECT

§ 18

1. Subject of cover is the 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. Travel luggage shall be covered by insurance exclusively if:
 - 1) it is under direct care of the Insured or if it is:
 - 2) given to left luggage office against the receipt,
 - 3) entrusted to a professional transport agent to be transported against forwarding documents,
 - 4) in a closed individual luggage chamber at the station or hotel,
 - 5) in a locked room at the place of the Insured's accommodation (excluding a tent),
 - 6) in a locked vehicle, provided the luggage has been placed in a locked boot or luggage chamber,
 - 7) 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:
 - 8) an accident or catastrophe of the transport mean,
 - 9) fire, hurricane, flood, lightning, explosion, driving rain, hail, avalanche, earthquake, landslide or subsidence, aircraft crash or pipe water running out of pipe system,
 - 10) 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,
 - 11) burglary to the places as specified under § 18 item 2 cl. 1,
the evidenced robbery – regardless of the place thereof.

SUM INSURED

§ 19

1. Sum insured constitutes the upper limit of liability of SIGNAL IDUNA Polska TU S.A., and shall be agreed upon with the Policyholder to amount to: 800 PLN or 1.800 PLN (depending on the insurance variant).
2. Upon an additional premium it is possible to raise the sum insured in respect of travel luggage to the maximum amount of 2.000 PLN.

LIMITS OF LIABILITY

§ 20

Travel luggage insurance shall not cover the following:

1. money in cash, securities, trading tokens, tickets and credit cards, jewelery, 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. audio-video equipment, communication equipment, photography equipment, komputer equipment, sport equipment, weapons and any accessories thereof,
5. vehicle accessories, equipment of camping trailers, caravans and boats,
6. 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 sabbotage or the Insured's participation in riots, commotions, striles, 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 Variant SIGNAL IDUNA Polska TU S.A. provides the cover in respect of any claims of civil-legal 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 for the following:

- 1) to verify the fairness of any claims brought against the Insured, to give any necessary legal assistance in the case the claims are not justified,
- 2) to pay indemnity which the Insured is obliged to pay to the sufferer in view of approbation issued or approved by SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A., an agreement concluded or accepted by him or her or a judgement issued by a court of justice,
- 3) to cover the costs of a defender representing the Insured's interest during the judicial proceedings.

2. Any costs and expenses incurred in relation to the defence from any claims brought against the Insured can be covered only with the consent, in writing, given in advance by SIGNAL IDUNA Polska 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.

LIMITS OF LIABILITY

§ 25

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 willfully 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 stupeficients,
- 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.

§ 26

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
	SUM INSURED / GUARANTEE SUM	
MEDICAL COSTS IN EUR ASSISTANCE	Up to 10.000 or 20.000 EUR or 30.000 EUR or 50.000 EUR	Up to 30.000 or 50.000 EUR
Ambulatory	Do wysokości sumy ubezpieczenia KL za wyjątkiem USA, Kanady, Japonii, Australii i Wysp Karaibskich – limit 2.000 EUR	
Insured's transport to health service unit, between health care units	Up to KL sum insured	
Insured's transport to RP	Up to KL sum insured	
Insured's corpse transport, purchase of coffin	Up to KL sum insured	
Rescue action costs	Sublimit up to 5.000 EUR	
Accompanying person's travel costs	Up to KL sum insured	
Accompanying person's accommodation costs	Up to 100 EUR per day, up to maximum 7 days	
Indicated person's visit	Up to 100 EUR per day, up to maximum 7 days	
Insured's convalescence costs	Up to 100 EUR per day for 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 KL sum insured
Transport of the Insured's children		Up to KL sum insured

Insured's transport in the case of travel break		Up to KL sum insured
Legal aid		Up to 1.000 EUR
Legal protection		Up to 2.000 EUR
Bail		Up to 1.000 EUR
Driver's substitution costs		Up to 500 EUR
Flight delay costs		Up to 250 EUR
NNW (accident insurance)	Up to 7.000 or up to 16.000 zł	Up to 16.000 zł
Benefit for the total health detriment	100% of NNW sum insured	
Benefit for a partial health detriment	The defined percentage of NNW sum insured	
Benefit in the case of death	50% of NNW sum insured	
TRAVEL LUGGAGE	Up to 800 or up to 1.800 PLN*	Up to 1.800 PLN *
TPL		Up to 100.000 EUR
Loss in property		Up to 20.000 EUR
Personal loss		Up to 80.000 EUR

* upon payment of an additional premium it is possible to raise Travel luggage sum insured by 2000 PLN maximum.

PROCEDURE IN THE CASE OF A SUDDEN DISEASE OR AN ACCIDENT

§ 27

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 attorneys or powers.
5. to gain the medical documentation certifying the medical diagnosis which would justify the need of particular type of treatment to be carried out, description of the treatment including the results of examining, as well as other materials related to the event.
6. to release the doctors carrying out the treatment of the Insured both in Poland and abroad from the obligation of professional secrecy towards SIGNAL IDUNA Polska 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 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 100 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

§ 28

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 accomodation and to get the confirmation, in writing, of such a notification, specifying the lost articles (kind, quantity) and stating their value,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

§ 29

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

§ 30

- 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 §27 clause 1 item 5 hereof.
 - 2) genuine invoices and payment receipts for any medical services, ambulance as well as the invoices for the purchased medicines and dressing materials,
 - 3) genuine invoices and payment receipts for the transport of the Insured's corpse to homeland or for the burial abroad,
 - 4) genuine invoices and payment receipts evidencing other expenses related to the sudden disease or accident or any other events covered.
 - 5) police report drawn up at the place of accident,
 - 6) medical statement with the depiction of wounds and injuries or the consequences thereof- in case of any wounds and injuries.
 - 7) death certificate- in case of the Insured's death.
 - 8) 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,
- 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 §27, §28 and §29 hereof as a result of intentional fault or through gross negligence neither has he or she provided the documents required by the Insurer and defined under §30 hereof, 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 liable up to the amount of loss in such a ratio as the sum insured accepted by it remains to the total of the sums resulting out of such double or multiple insurance.
- 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.

§ 31

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 clause 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 clause 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.

§ 32

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.

PROCEDURE REGARDING APPEALS PROPOSALS AND COMPLAINTS

§ 33

1. The Beneficiary shall be entitled to submit an appeal with the Board of SIGNAL IDUNA Polka TU S.A. against the decision of SIGNAL IDUNA Polska TU S.A. regarding the amount of the benefit granted or refusal thereof.
2. The appeals shall be settled within 30 days from the date such an appeal has been received.
3. Moreover, the Policyholder or the Insured can report any complaints to SIGNAL IDUNA Polska TU S.A. in other issues than those described under 1 above.
4. Complaints shall be settled within 30 days from the date such complaints have been received and the applicant shall be notified promptly about the result of the procedure.
5. The contents of application letter shall be decisive for such letter to be qualified as an appeal or complaint.
6. Any claims resulting out of the insurance agreement shall be sued for either on the basis general regulations or before the court of justice competent for the residence or seat of the Policyholder or the Insured.

RECOURSE CLAIMS

§ 34

1. On the date of benefit payment SIGNAL IDUNA Polska TU S.A. shall take over, by virtue of the law, any claims (recourse) against a third party responsible for the loss up to the amount of the benefit paid.
2. If SIGNAL IDUNA Polska TU S.A. has covered a part of the loss, the Insured shall be entitled to satisfy his or her claims prior to the claims of SIGNAL IDUNA Polska TU S.A. in respect of the remaining part of such a loss.
3. SIGNAL IDUNA Polska TU S.A. shall not take over any claim against the persons with whom the Insured remains in the common household, unless the loss was inflicted intentionally.

4. If the Insured, without consent of SIGNAL IDUNA Polska TU S.A. has waived a claim against a third party responsible for the loss or limited such a claim, then SIGNAL IDUNA Polska TU S.A. may refuse the payment of the benefit or reduce it.
5. If the claim waiver or limit is disclosed after the benefit had been paid, SIGNAL IDUNA Polska TU S.A. may demand the Insured to return the whole amount of the benefit paid or a part thereof.

FINAL PROVISIONS

§ 35

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 TU S.A. about this fact, then SIGNAL IDUNA Polska TU S.A. is assumed to have performed its commitment of notification and declaration if the message has been sent to the last address of the Insured's seat known to the Insurer. If the Insurer has changed its address or seat and has not notified the Policyholder and the Insureds about this fact, then the Policyholder or the Insured are assumed to have performed his or her commitment of notification and declaration if the message has been sent to the last address of the Insurer's seat known to the Policyholder or the Insured.
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 of SIGNAL IDUNA Polska TU S.A. No. 50/Z/2007 dated 7th September 2007 and shall apply to the contracts concluded from 01.10.2007 on.

President of Board
Alojzy Choda

V-ce President of Board
Leszek Gierada