

# SIGNAL IDUNA



SIGNAL IDUNA Polska  
Towarzystwo Ubezpieczeń S.A.

Good to know there's SIGNAL IDUNA.

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

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**§ 1.**

**GENERAL PROVISIONS**

1. On the grounds of the present General Terms and Conditions of Insurance, hereinafter referred to as the GT&C, SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń Spółka Akcyjna, hereinafter referred to as SIGNAL IDUNA, concludes insurance contracts with:
  - 1) Natural persons having their place of residence either in the territory of the Republic of Poland or outside it, during their trip abroad (TRAVEL variant and personal version of BUSINESS variant).
  - 2) Entrepreneurs (in the understanding of Article 4.1 of the Act on Freedom of Economic Activity of 2nd July 2004 (Journal of Laws Dz.U. of 2007, No. 155, item 1095, as amended) having their place of registered office in the territory of the Republic of Poland. An entrepreneur can conclude an insurance contract for the benefit of persons employed or appointed by such an entity (variant BUSINESS, personal or bearer version).
2. On the grounds of the present General Terms and Conditions of Insurance SIGNAL IDUNA concludes insurance contracts in the following scope:
  - 1) Medical expenses (incl. rescue) and assistance insurance;
  - 2) Personal accident insurance;
  - 3) Legal protection and aid insurance;
  - 4) Travel luggage insurance;
  - 5) Third party liability insurance;
  - 6) Trip cancellation insurance;
  - 7) Trip interruption insurance;
  - 8) Plane, bus or ferry ticket cancellation insurance.The selected variant of insurance contract must include:
  - 1) TRAVEL - medical expenses and assistance insurance, personal accident insurance and legal protection and aid insurance; in addition, the Policyholder may take out auxiliary insurance cover selected from points d) to h);
  - 2) BUSINESS - medical expenses and assistance insurance, personal accident insurance and legal protection and aid insurance; in addition, the Policyholder may take out auxiliary insurance cover selected from points d) to e).
3. At the Policyholder's request and upon payment of additional premium, the scope of the insurance contract may be extended to risks related to:
  - 1) Performing physical work abroad (WA code);
  - 2) Consequences of chronic diseases and cancer (CP code);
  - 3) Practising winter sports (SZ code);
  - 4) Practising high risk sports (HR code);
  - 5) Practising record-seeking sports (SP code);
  - 6) Practising extreme sports (SM code);
  - 7) Loss of or damage to sports equipment (SS code).
4. The insurance is available in two variants: TRAVEL or BUSINESS.
5. Medical expenses and assistance insurance in TRAVEL variant is available in two options: standard or super; BUSINESS variant includes super option of medical expenses and assistance insurance.
6. The BUSINESS variant of insurance is only dedicated to business trips, and SIGNAL IDUNA is not liable for any costs incurred by Insureds during their non-business trips.
7. BUSINESS variant differs from the TRAVEL variant by:
  - 1) Extended assistance package,
  - 2) No possibility to take out: trip cancellation, trip interruption, plane, bus or ferry ticket cancellation insurance,
  - 3) Duration of the policy (only 6- or 12-months periods),

- 4) Possibility to take out bearer's insurance (cover provided throughout the term of the contract, exclusively for the number of man-days for which the premium has been paid),
- 5) Insurance cover (SIGNAL IDUNA cover is only active during business trips).
8. With the Policyholder's approval, additional provisions or ones differing from those specified in these GT&C may be introduced to the insurance contract.
9. Such differing provisions referred to in item 8 must be introduced in writing and their full text must be incorporated in the insurance contract, otherwise null and void.
10. The content of the insurance contract and its final wording is decided on by the Policyholder i.e. the Policyholder decides on the subject of insurance, insurance variant and option.

## § 2.

### DEFINITIONS

1. **Amateur practising of sport** - practising sport exclusively to keep fit or regenerate, for recreational purposes or as a form of active leisure.
2. **Travel agent** - an entrepreneur whose activity consists of acting permanently as an agent in concluding contracts for travel services for the benefit of tour operators holding a valid permit to conduct such an activity in the territory of the Republic of Poland or for other service providers based in the territory of the Republic of Poland.
3. **Acts of terrorism** - illegal, collective or individual action using violence against persons or objects, aimed at intimidating or disrupting public life (schools, transport, workplaces etc.).
4. **Out-patient clinic** - an open health service unit in which medical aid is rendered in the range of diagnostics and therapy by qualified medical and nursing staff. In the understanding hereof this term does not cover alms-houses, hospicium, drug and alcohol abuse cure centres, health resort centres, preventorium and rehabilitation units or centres.
5. **Travel luggage** - objects customarily taken for a trip, clothes, shoes, cosmetics, perfumes, small appliances (hairdryer, electric curler, iron), medicines prescribed by a doctor, manometers, glucose meters, hearing aids, crutches, walking sticks, corrective glasses, sunglasses, wheelchairs (if required due to the Insured's state of health), pushchairs, small gifts and souvenirs as well as mobile phones, photographic and computer equipment, audio-visual equipment, if they are stored as provided for in § 14.2 d), e) and f), and if they form part of hand luggage.
6. **Plane, bus, ferry ticket** - travel document issued by a carrier or on his behalf, containing contractual conditions, notifications and sections referring to the trip and the passenger with the following reservation: in the case of a plane ticket it can be an international or domestic flight ticket; in the case of bus or ferry ticket, it must be an international itinerary. The tickets referred to above must be purchased in the territory of the Republic of Poland. In the case of a ticket purchased electronically, a confirmation of such a purchase including ticket number and price is deemed to be the travel document.
7. **Travel agency** - an entrepreneur registered in the territory of the Republic of Poland organising trips or acting as an agent in concluding contracts for the provision of travel services, or a travel agent.
8. **Emergency Call Centre** - organizational unit appointed by SIGNAL IDUNA which the Policyholder or Insured is obliged to notify of the occurrence of an event covered by insurance, subject to the provisions of § 10 item 1.
9. **Genetic disease** - a deviation from the normal condition impairing one's capability in daily life, which is transmitted as a hereditary characteristic from one generation to another, or which arises as a result of changes or disorders in mechanisms of transmitting hereditary characteristics.
10. **Neoplastic disease (cancer)** - a sickness consisting of 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.

11. **Chronic disease** - any disorder or deviation from the normal condition characterised by one or more of the following: is permanent, entails disability, is caused by irreversible pathologic changes, requires special rehabilitation, requires long-term supervision, observation, treatment or care. It can be treated permanently or periodically.
12. **Insurance document** - a policy, card, certificate or any other document confirming the conclusion of an insurance contract by the parties.
13. **Acting under the influence of alcohol** - acting in a condition when blood alcohol content exceeds 0.0‰ or breath alcohol content exceeds 0.0mg per 1 dm<sup>3</sup>.
14. **Expedition** - an organized trip aimed at the implementation of the assumed sport- or science-oriented tasks.
15. **Epidemic** - occurrence of cases of infection with or contraction of a contagious disease in a given area, the number of such cases being higher than in the past; or occurrence of cases of infection with or contraction of a contagious disease not occurring before.
16. **Integral franchise** - a determined amount up to which SIGNAL IDUNA will not be liable for damage.
17. **Deductible** - a determined amount by which the amount of compensation paid out by SIGNAL IDUNA is reduced.
18. **Cash** - domestic and foreign notes and coins.
19. **Trip** - at least two travel services forming a uniform program and having a combined price, provided that such services include accommodation, or last longer than 24 hours, or the program includes a change of the place of stay. Trips also include stays in rented holiday houses or flats (apartments).
20. **Waiting period** - a waiting time as defined hereunder during which SIGNAL IDUNA bears no liability for any damage, despite the fact that the insurance has been concluded, whereby the liability of SIGNAL IDUNA commences upon the expiry of the waiting period. SIGNAL IDUNA collects the premium exclusively for the period of the cover provided.
21. **Natural catastrophe** - an event connected with the action of forces of nature, resulting in drastic changes in the environment, its causes including without limitation atmospheric discharges, seismic shocks, strong winds, heavy atmospheric precipitations, prolonged impact of extreme temperatures, landslides, fires, droughts, floods, ice phenomena on rivers and seas as well as lakes and water bodies, mass pest infestation, plant or animal diseases or human infectious diseases or impact of other natural forces.
22. **Assistance and medical expenses** - costs connected with sudden illness or personal accident as specified in § 9.
23. **Burglary** - a seizure of property upon removal of the existing locks by means of physical force or tools or by means of a forged key or a master-key or by means of the genuine key into possession of which the perpetrator entered in the consequence of breaking into other premises or a robbery.
24. **Country of permanent residence** - the country in which the Insured is covered by social security on the basis of residence permit or citizenship.
25. **Out-patient treatment** - treatment not involving an uninterrupted, at least 24-hours long stay in hospital or another medical care unit.
26. **Preventive odontotherapy** - therapy of caries, therapy of necrotic changes, channel treatment, exchange of damaged fillings, treatment of gingival diseases (paradontosis, dental calculus removal).
27. **Hospitalization** - a stay in hospital lasting at least 24 hours.
28. **Number of man-days** - the product of days and people covered by insurance.
29. **Sudden illness** - morbid symptoms occurring suddenly which constitute a threat to the Insured's health or life, requiring immediate medical care, which cause the need to undergo treatment before the trip is over.
30. **Consequence of a chronic/neoplastic disease (cancer)** - intensification (acutition) of an acute chronic/neoplastic disease (cancer) occurring in a sudden way after crossing the border of the country of permanent residence and requiring immediate medical aid, resulting in the need to undergo treatment before the trip abroad is over.
31. **NBP** - the National Bank of Poland.

32. **Personal accident** - a sudden event caused by external circumstances, in the consequence of which the Insured, irrespective of his or her will, suffered a permanent injury to the body or health disorder, or died.
33. **Insurance period** - period indicated in the insurance document as requested by the Policyholder during which SIGNAL IDUNA provides insurance.
34. **Next-of-kin** - spouse, parents, siblings, children, adopted children as well as their spouses, civil law spouse, grandparents, parents-in-law, children-in-law and a travelling companion.
35. **Accompanying person** - the person travelling along with the Insured and indicated by him or her to accompany him or her during the treatment and / or transport recommended by the doctor leading the treatment abroad for the purposes of bringing him or her back to homeland.
36. **Pandemic** - an epidemic of a contagious illness occurring at the same time in different countries on different continents.
37. **Legal protection and aid** - assistance connected with third party liability of the Insured or his or her vindicating claims for compensation under third party liability, as described in § 17.
38. **Physical work** - activities taken up by the Insured abroad which are customarily paid for and which increase the risk of damage occurring. These activities also comprise voluntary work and occupational traineeship. Physical work is understood as performing any type of work, including without limitation one with the use of dangerous tools, chemical substances, high altitude work, renovation and construction work, transport (excluding the work of drivers going abroad on business trips as ordered by an employer based in the territory of the Republic of Poland - only BUSINESS variant), work in agriculture, work underground, work in iron and steel industry, work in catering sector.
39. **Premature delivery** - delivery occurring not later than in the 32<sup>nd</sup> week of pregnancy.
40. **Russia** - European part - the part of the Russian Federation formed by the following administrative districts: Central Federal District, Southern Federal District, Northwestern Federal District (excluding Franz Josef Land and Novaya Zemlya archipelagos) and Volga Federal District.
41. **Robbery** - a 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.
42. **Insurance premium** - the amount which the Policyholder or Insured is obliged to pay to the Insurer (insurance company) for the provision of insurance during the period covered by insurance.
43. **Extreme sports** - sports disciplines the practising of which requires special skills, braveness and acting under the circumstances of high risk, in particular sports such as parachuting, paragliding, gliding, hot-air ballooning, pilotage of any motor aircraft, mountain cycling, motor sports, canyoning, bungee jumping, canoping, mountaineering, rock climbing, speleology, alpinism, ski jumping, bump skiing, acrobatic ski jumping and sports in which vehicles going on snow or ice are used; as well as participating in expeditions to places characterised by extreme climate or natural conditions, or other expeditions.
44. **High-risk sports** - such sports as horse riding, polo, hunting, paintball, diving with the use of air apparatus, sailing, rafting or other water sports practised on mountain rivers, fight sports, any kind of defence arts.
45. **Winter sports** - practising downhill, cross-country skiing or snowboarding on marked ski runs for recreational purposes.
46. **Sports equipment** - any kind of sports equipment, including accessories for such equipment, used by the Insured while practising sports disciplines for amateur or recreational purposes.
47. **Property damage** - damage occurring as damage to, destruction or loss of property.
48. **Bodily injury** - damage occurring as death, injury or health disorder.
49. **Hospital** - a health service unit providing day-and-night medical care by a qualified medical and nursing staff in respect of diagnostics and treatment.

In the understanding hereof this term does not cover alms-houses, hospicium, drug and alcohol abuse cure centres, health resort centres, preventorium, and rehabilitation units or centres, even where they form an organisational part of a hospital.

50. **Permanent health detriment** - permanent injury to the Insured's body suffered as a result of a personal accident covered by insurance, whereby the permanent injury is understood as permanent defect of structure and function of an organ or extremity.
51. **Policyholder** - a natural person, legal entity or an organizational unit without legal personality which concludes the insurance contract and is obliged to pay insurance premium.
52. **Insured** - a natural person with permanent residence in the Republic of Poland or outside it, for the benefit of whom the insurance contract has been concluded.
53. **Beneficiary** - the person authorized to receive the benefit in the case of the Insured's death, appointed by name by the Insured. In the case the Beneficiary has not been appointed, the members of the Insured's family are entitled to receive the benefit in the following order: spouse, children, parents, and other statutory heirs.
54. **Travelling companion** - a person accompanying one during a trip, included in the contract concluded with the travel agency (voucher, reservation confirmation etc.), and having accommodation in the same room with the Insured.
55. **Practising record-seeking sports** - a form of physical activity consisting of practising sports disciplines in order to achieve, by competition, the optimum sports results, or in order to obtain financial benefits, by persons being members of sports clubs, sections, associations or organisations, as well as participation in competitions, events, tournaments or training camps organised by sports clubs, sections, associations or organisations, regardless of their level.

### § 3.

#### CONCLUSION OF INSURANCE CONTRACT

1. The insurance contract is concluded on Policyholder's application.
2. In the TRAVEL variant the insurance contract may cover either an individual or a group.
3. A group contract is applicable provided that it covers all participants of a trip by the same scope of insurance with the same sum insured.
4. A list of names for the collective contracts referred to in item 3 must be attached to the insurance document. In the case of insurance contracts concluded based on a general agreement, the list of names is made following a template delivered by SIGNAL IDUNA and kept by the Policyholder, who is obliged to make it available to SIGNAL IDUNA at its every request.
5. An insurance contract may be concluded by the Policyholder for the benefit of a third person (the Insured).
6. Unless agreed otherwise, an insurance contract must include: the Insured's name, surname, date of birth or PESEL no. (in the case of citizens of the Republic of Poland) as well as the Insured's place of residence or full name and address of the company, enterprise or institution. Additionally the Policyholder is obliged to notify SIGNAL IDUNA of all the circumstances known to it and having impact on increasing the probability of the occurrence of an insured event, which SIGNAL IDUNA asked about before concluding the insurance contract.
7. During the term of the contract both the Policyholder and the Insured are obliged to report in writing all the changes in circumstances referred to in item 6, immediately upon being notified thereof.
8. If the information provided on the circumstances referred to in item 6 is not true, SIGNAL IDUNA is not liable for the consequences of such circumstances, unless such circumstances do not result in an increased probability of the

occurrence of an event covered by the insurance. If untrue information is stated intentionally, in case of doubt it is deemed that an insured event and consequences thereof result from the circumstances on which untrue information was stated.

9. By acceding to the insurance the Insured releases all the doctors carrying out his / her treatment both in the country of his / her permanent residence and abroad from their duty to keep doctor-patient confidentiality and gives his / her consent to disclose his / her medical documentation to the representatives of SIGNAL IDUNA.
10. The person entitled under the insurance contract is the one for the benefit of whom the insurance contract was concluded. The Insured, besides the Policyholder, is responsible for observing the duties under the insurance contract.
11. The Policyholder is obliged to notify the Insured of his / her duties arising out of the insurance contract.
12. Under the BUSINESS variant of insurance the contract can be concluded either in personal or bearer version (with a limit of man-days).  
The insurance document in the personal version must include the data set forth in item 6 while in the bearer version the following data is required:
  - 1) Policyholder's data (name and address of the company, enterprise, institution etc.);
  - 2) Term of the contract;
  - 3) Scope of insurance and sum insured;
  - 4) Number of man-days covered by insurance during the term of the insurance contract (the minimum limit of man-days per insurance contract being 100).
13. In the case of bearer contracts (BUSINESS variant), unless agreed otherwise, the Policyholder is obliged, at the latest on the date of the Insured's departure, to effectively notify SIGNAL IDUNA (or an authorised Agent) of the trip, including names and surnames, dates of birth and places of residence of the trip participants, as well as the date of departure and return. The notification is deemed effective if it is received by SIGNAL IDUNA directly or using the form of contact indicated by SIGNAL IDUNA, before the Insured starts the trip.  
The Policyholder keeps a register of Insureds and their dates of trips prepared according to the template agreed by SIGNAL IDUNA; the Policyholder is obliged to make the register available to SIGNAL IDUNA at its request.
14. Unless otherwise agreed, the bearer contract (BUSINESS variant) covers persons employed and indicated by the entrepreneur with one scope of insurance and for the same premium and sum insured.
15. In the case of trip cancellation, trip interruption, plane, bus or ferry ticket cancellation insurance, the insurance contract can be concluded at the latest 5 days after the date of concluding the contract for participation in the trip (of paying the total price or a part thereof as advance payment) or of purchasing a plane, bus or ferry ticket. Where the contract for a trip is concluded or a plane, bus or ferry ticket is purchased later than 30 days before the starting date of such a trip or journey, the insurance can only be taken out on the date of concluding such a contract or purchasing the ticket. The original of the contract for the Insured's participation in the trip or a confirmation of a reservation made and the total cost of the trip paid, or a plane, bus or ferry ticket is a document necessary to conclude an insurance contract.
16. SIGNAL IDUNA confirms the conclusion of an insurance contract by issuing an insurance document.

#### § 4.

#### INSURANCE PERIOD

1. Insurance contract may be concluded for the period from 1 day to 1 year which is the maximum.



2. SIGNAL IDUNA insurance is effective starting not earlier than on the date (hour) on which the insurance document is issued and the premium is paid, and not later than at the end of the day specified in the insurance document; moreover:
  - 1) In the case of personal accident, travel luggage and sports equipment insurance, SIGNAL IDUNA insurance becomes effective the moment the journey starts, i.e. the Insured leaves home, and ends the moment the journey is finished - the Insured comes back home (the insurance is effective in the territory of the Republic of Poland for the first 24 hours of the trip only, and after crossing the border, [it is effective] uninterrupted until the journey is over);
  - 2) In the case of medical expenses and assistance, legal protection and aid as well as third party liability insurance the cover is effective from the moment of crossing the border of the Republic of Poland when leaving, and until the moment of crossing the border when returning to the Republic of Poland;
  - 3) In the case of persons starting their trip from a country other than the Republic of Poland, the insurance is effective from the moment of crossing the border of their country of destination and until the moment of crossing this border when returning.
3. If the person or object for the benefit of whom or which the insurance contract is concluded is staying outside the territory of the Republic of Poland and the country of permanent residence, the liability of SIGNAL IDUNA begins upon expiry of 5 days' period from the date of premium payment (waiting period). SIGNAL IDUNA collects the premium exclusively for the period of the cover provided.
4. The cover period may be extended only before expiry of the insurance period as specified in the previous insurance document and requires the issue of a new document.
5. In the case of BUSINESS insurance version the provisions of items 2, 3, 4 and the provisions below apply:
  - 1) The insurance contract is concluded for a period of 6 or 12 months in the personal variant or for 12 months in the bearer variant, with a possibility of continuation in the following 6-month or annual insurance periods;
  - 2) In the case of personal insurance variant SIGNAL IDUNA's cover is provided during all the Insured's trips during the term of the contract, regardless of the number of such trips, provided that such a trip does not exceed 60 days. In the case of trips lasting longer than 60 days the insurance only covers the first 60 days;
  - 3) In the case of bearer insurance variant SIGNAL IDUNA's cover is valid during the term of the contract, only for the number of man-days for which the premium has been paid;
  - 4) In the case of bearer insurance variant SIGNAL IDUNA's liability begins the moment SIGNAL IDUNA is notified of the trip but not earlier than on the day following the date on which the insurance document is issued and the premium paid;
  - 5) In the case of bearer insurance variant SIGNAL IDUNA's liability ends the moment the trip is ended, but not later than on the date specified in the insurance document and not later than at the end of the day specified as the end date of the trip in the notification of the trip;
  - 6) In the case of bearer insurance variant, the cover period may only be extended before the end date of the trip specified in the notification of the trip and requires that a new notification be sent to SIGNAL IDUNA. Furthermore, item 4 applies accordingly.
6. Where a planned return from a trip abroad is cancelled due to volcanic eruption, strike or riot which started during the Insured's stay abroad, SIGNAL IDUNA provides additional insurance cover of medical expenses referred to in § 9 items 2 and 4 starting from the end of the insurance period specified in the insurance document till the date on which such a return is possible, however not longer than for seven days.

7. In the case of trip cancellation, trip interruption, plane, bus or ferry ticket cancellation insurance, only the provisions of item 7 below apply:
  - 1) In the case of trip cancellation and plane, bus or ferry ticket cancellation the insurance is effective starting from the next day after the conclusion of the insurance contract (date of issuing the insurance document and paying premium); in the case of trip interruption insurance the insurance is effective starting from the beginning of the trip (first day of the trip), however not earlier than from the next day after concluding the insurance contract (date of issuing the insurance document and paying premium);
  - 2) In the case of trip cancellation insurance the cover ends on the date the trip starts, however not later than at the end of the insurance period specified in the insurance document;
  - 3) In the case of trip interruption insurance the cover expires at the end of the day preceding the last day of the trip, however not later than at the expiry of the insurance period specified in the insurance document. The end date of the trip is specified in the contract between the Insured and the travel agency;
  - 4) In the case of plane, bus or ferry ticket cancellation insurance, the cover ends after check-in with reference to plane and ferry ticket or after boarding the bus with reference to bus ticket;
  - 5) The insurance expires the moment trip cancellation or interruption, plane, bus or ferry ticket cancellation is reported, resulting in payment of compensation by SIGNAL IDUNA.

## § 5.

### WITHDRAWAL AND TERMINATION OF INSURANCE CONTRACT

1. The insurance contract concluded for a period exceeding 6 months may be terminated by Policyholder within 30 days and, in case of the Policyholder being a legal entity, within 7 days from the date of contract conclusion. The fact of withdrawing from the insurance contract does not release the Policyholder from the obligation to pay the premium for the period during which SIGNAL IDUNA provided insurance.
2. No handling charges are deducted if termination takes place within the statutory time.
3. The amount of premium due for reimbursement is calculated proportionally to the length of the unused insurance period, where every started day is deemed fully used.
4. In the case of BUSINESS variant of insurance the provisions of items 1, 2 and 3 apply; moreover, the following must be taken into consideration:
  - 1) If the limit of man-days of insurance is not used up during the term of the insurance contract taken out in the bearer version, the unused man-days can be moved to the next insurance period if the contract is renewed for another 12 months at the Insured's request. The above does not release the Insured from the duty to pay for the minimum number of man-days (100) for the new insurance period. Where the insurance contract is not renewed, the unused man-days are not reimbursed;
  - 2) The Policyholder is obliged to pay the premium for the number of man-days of cover specified in the contract on the date of concluding the insurance contract. During the term of the contract the Policyholder may, upon payment of additional premium, increase the number of man-days of cover;
  - 3) If the number of man-days of cover specified in the contract is exhausted, and the insured event occurs afterwards, SIGNAL IDUNA is released from the duty to pay the compensation unless the parties agree otherwise.
5. In the case of trip cancellation or interruption insurance, if an Insured changes, the rights and duties under the insurance contract pass on a person indicated by the Insured or Policyholder, who replaces the Insured on the trip upon consent of the travel agency, provided that SIGNAL IDUNA is notified

by the Policyholder not later than before the trip starts. Such a possibility exists if an event specified in § 22 item 4, resulting in a claim under the insurance being filed with SIGNAL IDUNA, has not occurred. A change of Insured requires issuing a new insurance document (in the case of individual insurance) or amending the register of names of insureds (in the case of collective insurance).

6. In the case of plane, bus or ferry ticket cancellation insurance, if an Insured changes, the rights and duties under the insurance contract pass on a person indicated by the Insured or Policyholder, who replaces the Insured on the trip upon consent of the travel agency or carrier, provided that SIGNAL IDUNA is notified by the Policyholder not later than before the trip starts. Such a possibility exists if an event specified in § 22 item 4, resulting in a claim under the insurance being filed with SIGNAL IDUNA, has not occurred. A change of Insured requires issuing a new insurance document.

## § 6.

### SUM INSURED

1. The sum insured is agreed with the Policyholder and the amount thereof is determined based on the tariff table in force on the date of taking out insurance, and constitutes the upper limit of SIGNAL IDUNA's liability.
2. The average PLN to EUR exchange rate as defined by the National Bank of Poland and valid on the day preceding the date of concluding the insurance contract (after 12.00 noon) is used for determining the sum insured.
3. The provisions of items 1 and 2 and the ones below apply for the purposes of determining the sum insured for each risk specified in the present GT&C:
  - 1) In the case of medical expenses (incl. rescue) and assistance insurance:
    - a) The sum insured is agreed with the Policyholder for one and all events during the insurance period;
    - b) SIGNAL IDUNA reimburses the costs of medical expenses (incl. rescue) and assistance resulting from sudden illness or personal accident until the sum specified in the insurance document is exhausted, subject to the provisions of the present GT&C, where sub-limits amount have been determined for individual services;
    - c) In the case of travelling to the USA, Canada, Japan, Australia or to Caribbean Islands, the limit to be used from the selected sum insured for out-patient treatment, purchase of medicines and dressing materials as prescribed by the doctor may not exceed PLN equivalent of EUR 2,000.
  - 2) In the case of personal accident insurance the sum insured specified in the insurance document constitutes the upper limit of SIGNAL IDUNA's liability per Insured;
  - 3) In the case of travel luggage and sports equipment insurance the sum insured determined by the Policyholder should reflect the market value of such travel luggage or sports equipment;
  - 4) In the case of third party liability insurance:
    - a) The sum insured specified in the insurance document constitutes the upper limit of SIGNAL IDUNA's liability related to all insured events occurring during the insurance period, regardless of the number of persons who caused the damage or contributed to the occurrence thereof;
    - b) The sum insured for one and all events in the area of property damage amounts to 25% of the sum insured specified in the insurance document;
    - c) The sum insured for one and all events in the area of bodily injuries related to amateur practising of sports and practising winter sports amounts to 50% of the sum insured specified in the insurance document.

- 5) In the case of legal protection and aid insurance:
  - a) SIGNAL IDUNA grants a loan to cover a bail in money up to the PLN equivalent of EUR 10,000;
  - b) SIGNAL IDUNA reimburses the costs of a lawyer established for the purposes of pursuing the Insured's claims arising from tort, up to the PLN equivalent of EUR 2,000, as well as costs of legal aid granted in order to have the Insured released from custody, up to the PLN equivalent of EUR 1,000.
- 6) In the case of trip cancellation or interruption insurance, the sum insured equals the price of the trip (the upper limit being PLN 17,000) specified in the contract concluded by the Policyholder or Insured with the travel agency;
- 7) In the case of plane, bus or ferry ticket cancellation insurance the sum insured equals the price of such plane, bus or ferry ticket, with the reservation that the upper limit of SIGNAL IDUNA's liability under this risk amounts to PLN 4,000.

## § 7.

### INSURANCE PREMIUM

1. The insurance premium is determined depending on the following:
  - 1) Insurance variant (TRAVEL or BUSINESS);
  - 2) Scope of insurance specified in § 1 item 2;
  - 3) Option of medical expenses and assistance insurance (standard or super option);
  - 4) Cover in respect of additional risks mentioned under § 1 item 3 (additional loadings);
  - 5) Sum insured;
  - 6) Insurance period;
  - 7) Geographic area (depending on zone):
    - a) Zone 1 - countries situated in Europe and in the Mediterranean Basin (Albania, Algeria, Andorra, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, the Canary Islands, the Channel Islands, Croatia, Cyprus, Czech Republic, Denmark, Egypt, Estonia, Faroe Islands, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Isle of Man, Israel, Italy, Jan Mayen Island, Jordan, Kosovo, Latvia, Lebanon, Libya, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Morocco, the Netherlands, Norway, Poland, Portugal, Romania, Russia - European part, San Marino, Serbia, Slovakia, Slovenia, Spain, Svalbard, Sweden, Switzerland, Syria, Tunisia, Turkey, the UK, Ukraine, the Vatican, and all the islands of the Mediterranean, Northern and Baltic Sea;
    - b) Zone 2 - all countries worldwide.
  - 8) Forms of concluding insurance contracts (personal, bearer - declared number of man-days);
  - 9) Insured's age (premium loading for persons aged above 65, premium discount for persons aged below 25. If an Insured aged over 65 pays a loading for chronic diseases, the age loading does not apply);
  - 10) Premium rates as defined in the tariff valid on the date of insurance contract conclusion;
  - 11) EUR exchange rate - the premium rate is calculated in PLN based on the average PLN/EUR exchange rate as announced by the NBP and valid on the last working day (after 12.00 noon) preceding the day of insurance contract conclusion.

## § 8.

### PROCEDURE IN THE EVENT OF DAMAGE GENERAL PROVISIONS

1. Unless the provisions of the following paragraphs provide otherwise, the Insured is obliged to notify SIGNAL IDUNA of every insured event without delay, but not later than within 7 days of becoming aware of it, and where this is impossible, within 7 days of the date of return to homeland.
2. The Insured is obliged to release the doctors treating him / her in the country of permanent residence and abroad from keeping doctor-patient confidentiality with regard to SIGNAL IDUNA, and to consent to his or her treatment documentation being made available to SIGNAL IDUNA; in the case of public and non-public health care centres, the Insured is obliged to release them from the duty to keep confidentiality and to consent to make all kinds of medical documentation available to SIGNAL IDUNA upon request.
3. Where the Insured becomes aware of preparatory proceedings being initiated or legal action being taken against him or her, he or she should notify SIGNAL IDUNA thereof without delay, even if he or she personally notified SIGNAL IDUNA of the insured event in question.
4. The Insured is obliged to use all the measures available to mitigate the damage and not to allow it to extend. The Insured is also obliged to enable SIGNAL IDUNA to perform the necessary actions aimed at determining the circumstances of the occurrence of damage, the grounds for and the amount of claim.
5. The Insured is obliged to grant to SIGNAL IDUNA all the powers necessary to carry out any compensation procedures, including power of attorney ad litem, if the injured takes legal action against the Insured. The above does not release the Insured from his or her duty to raise objections or appeal on time, in reply to reminders or orders of administrative bodies.
6. The Insured is obliged to notify SIGNAL IDUNA whether he or she possesses any insurance document other than the one issued by SIGNAL IDUNA, covering the same risk.
7. If a claim is made, the Insured is not entitled to take any steps aiming at accepting or satisfying it or at reaching a compromise with the injured unless SIGNAL IDUNA consents to it. Should the above provision be infringed, SIGNAL IDUNA is released from the duty to perform, unless the Insured could not have acted otherwise given the circumstances.
8. Special provisions on the procedure in the case of occurrence of damage under a given risk are presented in separate paragraphs.

## § 9.

### MEDICAL EXPENSES AND ASSISTANCE INSURANCE SUBJECT OF INSURANCE STANDARD OPTION

1. The subject of insurance under standard option are medical expenses and costs of assistance incurred by the Insured who, while staying outside of his / her country of permanent residence, had to undergo an immediate treatment in the consequence of a sudden illness or a personal accident.
2. Medical expenses are considered to be any expenses which occurred outside the Insured's place of permanent residence, and were incurred for the following:
  - 1) **Medical examinations and procedures** prescribed by a medical doctor in the consequence of a sudden illness or a personal accident;
  - 2) **Appointment with a doctor**, including doctor's transport to the place where the Insured is;
  - 3) **Purchase of necessary medicines and dressing materials** prescribed by a medical doctor;

- 4) **A stay at an out-patient clinic or hospital** (medical procedures, doctors' fees, medicines, tests, surgeries);
  - 5) **Delivery which occurred not later than in the 32<sup>nd</sup> week of pregnancy** whereby the benefit is paid for mother and child up to the sum insured in total;
  - 6) **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 32 hereof, causing a permanent health detriment of the Insured;
  - 7) **Dental treatment of sudden inflammations** (up to PLN 600 for all the events occurring during the term of the insurance contract). Only provisional filling of the tooth is covered by insurance; any later fixed filling, channel filling, crown reconstruction is excluded. Any treatment related to teeth deformation or growth incorrections as well as preventive dentistry is excluded;
  - 8) **Decompression chamber in medically justified cases**, provided that loading for practising high risk sports, extreme sports or record-seeking sports has been taken out;
  - 9) **Insured's transport to an out-patient clinic or hospital** justified by the Insured's state of health and approved by the Emergency Call Centre;
  - 10) **Insured's transport between medical care units** as recommended by the doctor leading the Insured's treatment abroad;
  - 11) **Transport to the place of accommodation after medical aid has been rendered;**
  - 12) **Rescue costs:**  
 SIGNAL IDUNA covers necessary and evidenced costs incurred for rescue or search action led by special services in order to rescue life or health of the Insured who had an accident outside the Republic of Poland or the country of his or her permanent residence (which not necessarily should result in permanent health detriment) or suffered a sudden illness. The costs of rescue are understood as:
    - 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 the Insured's state of health (using special means of transport such as sleigh, helicopter, toboggan, motor-boat). Sum insured amounts maximum to the PLN equivalent of EUR 5,000 constituting a sub-limit of medical expenses sum insured.
 The costs of rescue under the BUSINESS variant of insurance are only covered in the personal version.
3. If, as a result of treatment conducted abroad, continuation is necessary in the Republic of Poland, the insurance covers additionally:
- 1) **Taking plaster off, change of dressing, removal of stitches, injections, first consultation with a physiotherapist**, provided that the Insured has a referral from the doctor leading the treatment abroad, and the abovementioned service is provided after the Insured's return to homeland and is a continuation of the treatment recommended from the medical point of view. SIGNAL IDUNA covers the medical expenses related to the above provided that the Insured contacts the Emergency Call Centre in advance regarding such medical services;
  - 2) **Daily hospital allowance** - in the case of the Insured's stay in hospital as a result of a personal accident or sudden illness covered by insurance, the Insurer pays out daily hospital allowance amounting to PLN 40 per day of stay in hospital, counting from the 1<sup>st</sup> day, but not longer than until the 10<sup>th</sup> day of such stay. The benefit only covers stays in hospital in the territory of the Republic of Poland following directly the Insured's return to homeland and constituting a continuation of treatment started abroad. Hospital discharge summary report is the basis for payment of daily hospital allowance;
  - 3) **Insured's transport to and between medical care units after return to the Republic of Poland**, where such transport is justified by the Insured's

state of health. SIGNAL IDUNA covers the cost of transport (using the cheapest available means of transport approved by the doctor leading treatment) not longer than until the 10<sup>th</sup> day after the date of return to homeland.

4. The scope of assistance insurance covers:
- 1) **Transport costs in connection with the need of the Insured's return to the Republic of Poland or his or her country of permanent residence** because of his or her state of health requiring an immediate continuation of the treatment, by the cheapest available means of transport approved by the doctor leading the treatment. In the case of an Insured whose country of permanent residence is other than the Republic of Poland, SIGNAL IDUNA covers the costs of transport only up to the amount of PLN equivalent of EUR 5,000 constituting a sub-limit of the sum insured;
  - 2) **Costs of transport to the Republic of Poland or the country of permanent residence on treatment completion** in the case the Insured cannot continue the journey nor can he return to Poland by the means of transport planned formerly, SIGNAL IDUNA covers the costs of transport back to homeland using the cheapest available means of transport approved by the doctor leading the treatment. In the case of an Insured whose country of permanent residence is other than the Republic of Poland, SIGNAL IDUNA covers the costs of transport only up to the amount of PLN equivalent of EUR 5,000 constituting a sub-limit of the sum insured;
  - 3) **Additional costs of the Insured's transport** upon treatment completion from the place of hospitalization abroad to the place from which the Insured will be able to continue his or her journey as planned formerly, maximum up to the amount of PLN equivalent of EUR 500;
  - 4) **Additional costs of meals (excluding alcoholic drinks) and accommodation abroad for convalescence purposes**, for the period not exceeding 7 days in the case the Insured cannot be transported to the Republic of Poland or the country of his or her permanent residence promptly after the hospitalization has been completed and the Insured is recommended by doctors to stay in bed; SIGNAL IDUNA covers such costs maximum up to PLN equivalent of EUR 100 a day;
  - 5) **Additional travel costs of an accompanying person necessary for the transport of the Insured to the Republic of Poland or the country of permanent residence**, if such a journey takes place on recommendation, drawn up in writing, of the doctor leading the Insured's treatment abroad, In the case of an Insured whose country of permanent residence is other than the Republic of Poland, SIGNAL IDUNA covers the additional costs of transport of an accompanying person only up to the amount of PLN equivalent of EUR 2,000 constituting a sub-limit of the sum insured;
  - 6) **Costs of a visit of a person indicated by the Insured**, residing in the Republic of Poland or in the Insured's country of permanent residence or remaining in the country of the Insured's getting ill, if the Insured stays at the hospital abroad for a period of time exceeding 7 days without being accompanied by any adult person. Within the of visit SIGNAL IDUNA reimburses return transport costs (railway or bus ticket or, if the time of journey exceeds 8 hours - plane ticket) of the person visiting the hospitalized patient including the costs of meals (alcoholic drinks excluded) and accommodation for the period not exceeding 7 days, maximum up to PLN equivalent of EUR 100 a day;
  - 7) **Additional costs of meals (alcoholic drinks excluded) and accommodation for the Insured's accompanying person** necessary to settle any formalities related to the Insured's return to his or her country of permanent residence, for the period not exceeding 7 days, maximum up to PLN equivalent of EUR 100 a day;
  - 8) **Costs of transport of Insured's corpse (only in the case of insureds residing in the territory of the Republic of Poland) to the place of burial in the Republic of Poland or costs of burial in the country where the insured event took place.** SIGNAL IDUNA reimburses the costs of transport

of Insured's corpse to the place of burial in the territory of the Republic of Poland or the costs of burial in the country where the insured event took place up to the amount of costs of transporting the corpse to the Republic of Poland that SIGNAL IDUNA would bear if it ordered the transport of corpse to a Polish company dealing with repatriation of corpses; however, such costs may not exceed the sum insured specified in the insurance document;

- 9) **Costs of transport of the Insured's corpse (in the case of insureds whose country of permanent residence is not the Republic of Poland)** to the place of burial in the country of a person's permanent residence or costs of burial in the country where the insured event took place. SIGNAL IDUNA reimburses the costs of transport of the Insured's corpse to the place of burial in the country of his or her permanent place of residence, or costs of burial in the country where the insured event took place - up to the amount of EUR 5,000 constituting a sub-limit of the sum insured of medical expenses abroad;
- 10) **Cost of coffin or urn purchase and cremation abroad** if required so by the local legal regulations regarding corpse transport. The costs of cremation are only reimbursed if a permit for repatriation of corpse to the country of the Insured's permanent residence is not obtained;
- 11) **Day-and-night service of Emergency Call Centre**, SIGNAL IDUNA covers the costs of the first phone call to the Emergency Call Centre incurred by the Insured with reference to a sudden illness or personal accident;
- 12) **Transmitting messages**  
In the case of an unforeseeable event not depending on the Insured's will which causes a delay or change in his or her travel plan, the Emergency Call Centre, at the Insured's request, will transmit any necessary information to his or her family and / or employer. Emergency Call Centre and SIGNAL IDUNA do not bear any responsibility for the contents, promptness or consequences of the transmitted information;
- 13) **Assistance in case of theft or loss of documents**  
If the Insured loses his or her travel documents (passport, tickets, etc.), Emergency Call Centre will give the information about the measures to be taken. Neither Emergency Call Centre nor SIGNAL IDUNA bears responsibility for the effects of such measures;
- 14) **Additional costs of prolonged stay abroad** (only in the case of insurance taken out based on a general agreement i.e. trips organised by travel agencies; the insurance exists provided that additional premium is paid);  
Where a planned return from a trip abroad is cancelled due to volcanic eruption, strike or riot which started during the insured's stay abroad, SIGNAL IDUNA reimburses the Insured for additional costs of prolonged stay up to the equivalent of EUR 100 per day incurred between the 3<sup>rd</sup> (third) and 5<sup>th</sup> (fifth) day of such a prolonged stay abroad (maximum EUR 300). The costs of prolonged stay are understood as costs of accommodation and meals, excluding alcoholic drinks.

### **SUPER OPTION**

1. The subject of insurance under super option are medical expenses specified in items 2 and 3, assistance specified in item 4, and:
  - 1) **Care of family members**  
In the case of hospitalization or death of the Insured, SIGNAL IDUNA covers the additional costs of return to the Republic of Poland or the country of permanent residence (railway ticket, bus ticket or, if the journey by train or by bus lasts longer than 8 hours, a plane ticket), for family members covered by SIGNAL IDUNA who accompany the Insured during the trip, provided that the means of transport foreseen formerly could not have been used;



## 2) **Care of minor children**

In the case of the Insured's hospitalization or death, SIGNAL IDUNA covers the costs of return to the Republic of Poland or the country of permanent residence for minor children (railway ticket, bus ticket or, if the journey by train or by bus lasts longer than 8 hours, a plane ticket), provided that they travelled along with the Insured and are not accompanied by any other person of age. Transport of the children follows under care of a representative of SIGNAL IDUNA;

## 3) **Assistance in the case of trip interruption**

SIGNAL IDUNA covers any additional costs of the Insured's transport to the Republic of Poland (railway ticket, bus ticket or, if the journey by train or by bus lasts longer than 8 hours, a plane ticket), in the case the means of transport foreseen previously cannot be used and the Insured is forced to interrupt his or her trip suddenly for one of the following reasons:

- a) A personal accident, sudden illness which requires hospitalization of an Insured's next-of-kin provided that the above event took place in the territory of the Republic of Poland;
- b) Death of next-of-kin;
- c) A serious damage to the Insured's property or premises where the Insured performs his or her business activity in the territory of the Republic of Poland, which occurred in the consequence of fire, natural catastrophes or was caused by an offence, resulting in the need to perform some legal and administrative actions whereby the presence of the Insured is required.

## 4) **Legal assistance on the phone**

In the case the Insured breaks the law of the country in which he or she is staying during the trip abroad, SIGNAL IDUNA provides the Insured with access to the legal assistance on the phone, lying in the possibility to contact a lawyer from the Emergency Call Centre who, according to the documents being at his disposal, and to the existing circumstances, will render the Insured the legal information enabling the legal problem to be solved;

## 5) **Driver's substitution**

SIGNAL IDUNA covers the costs of hiring a professional driver or any other person having a driving license to transport the Insured to the Republic of Poland, if the state of the Insured's health in the consequence of a personal accident or a sudden illness, as confirmed in writing by the doctor leading the treatment, does not allow him to drive his or her own car and his or her accompanying person does not have a driving license. SIGNAL IDUNA covers the costs of driver's substitution up to the amount of PLN equivalent of EUR 500;

## 6) **Assistance in the case of flight delay**

In the case of cancellation or at least 5 hours' delay of an international scheduled flight organised by a professional airline which the Insured has a valid ticket for, SIGNAL IDUNA reimburses the Insured for the necessary expenses incurred starting from the 6<sup>th</sup> hour of delay confirmed by the airline, provided that such expenses are not reimbursed by the airline, up to the PLN equivalent of EUR 250; charter flights are excluded from cover;

## 7) **Transport of a replacement (only in BUSINESS variant)**

Where the Insured cannot perform his or her duties connected with a trip abroad in the consequence of a sudden illness or personal accident covered by insurance, SIGNAL IDUNA covers the costs of transport of a person who will take over the Insured's duties (railway or bus ticket or, if the time of journey exceeds 8 hours - a plane ticket);

## 8) **Assistance in the case of cancellation of participation in a golf event**

Only under the BUSINESS variant of insurance, provided that the loading for insurance of sports equipment is paid; SIGNAL IDUNA provides assistance to the Insured in the case he or she cancels his or her participation in a golf event due to a sudden serious illness or personal accident requiring hospitalization and making participation in the event impossible, as certified by a relevant document issued by

the doctor leading the treatment and approved by a doctor appointed by SIGNAL IDUNA.

SIGNAL IDUNA covers the costs incurred with reference to participation fee up to the equivalent of EUR 125.

## § 10.

### LIMITATIONS OF LIABILITY

1. SIGNAL IDUNA is not liable for any costs incurred by the Insured without consent of the Emergency Call Centre; the above limitation does not apply where the Insured objectively could not contact the Emergency Call Centre due to his or her state of health.

The Insured's contact with the Emergency Call Centre is not required exclusively in the case of dental treatment and single out-patient appointment if the Insured chooses the doctor him- or herself and covers the cost of appointment. SIGNAL IDUNA reimburses the Insured for the abovementioned based on medical documentation including medical diagnosis, original invoices and original payment receipts upon the Insured's return to the country of his or her permanent residence; SIGNAL IDUNA is entitled to verify such documents and consult them with specialists. The costs incurred are reimbursed up to the amount that would be paid for dental treatment or a single out-patient appointment if it were organised by SIGNAL IDUNA.

The insurance does not cover the costs incurred if the Insured acts contrary to the decision of the Emergency Call Centre agreed with the doctor leading the treatment abroad.

2. The medical expenses and the costs which occurred in connection with the Insured's need to return to his or her place of permanent residence, costs of transport of the Insured's corpse, as well as any other costs covered by the insurance are excluded from the cover if such costs occur due to:
  - 1) Insured's attempt to commit or committing an offence or suicide, Insured's wilful action or self-mutilation;
  - 2) A personal accident which occurred while the Insured was driving a vehicle or other means of transport under the influence of alcohol, drugs or any other intoxicants of similar effect or without the required license allowing to drive such a vehicle;
  - 3) Any events which occurred after the Insured had taken alcohol, drugs or any other intoxicants;
  - 4) 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 trip abroad. The above cover expires at the end of the 7<sup>th</sup> day after the war, act of terrorism or civil war began in the territory of the country in which the Insured is staying. SIGNAL IDUNA is not liable if the Insured travels to a country in which a war or civil war already lasts, also when the Insured participates actively in the war, acts of terrorism or civil war. SIGNAL IDUNA is also not liable for accidents caused by nuclear, biological or chemical weapons);
  - 5) Medical contraindications concerning the Insured's travelling abroad, if this had any influence on the occurrence of medical expenses;
  - 6) Medical indication concerning an operation, a treatment or medical observation at hospital existing prior to the Insured's travelling abroad, provided that an insured event is connected with such indication;
  - 7) Consequences of a chronic disease or cancer, unless additional premium has been paid (not applicable to a chronic disease or cancer not identified before the trip abroad and manifesting itself during such a trip with symptoms requiring immediate or life-saving assistance);
  - 8) Mental disturbances, depressions, innate defects;

- 9) Venereal diseases, treatment of diseases being the result of HIV virus infection, epidemic, pandemic;
  - 10) Medical treatment exceeding the scope which is necessary to restore the Insured's state of health enabling him or her to return to the Republic of Poland or the country of his or her permanent residence;
  - 11) Delivery which occurred after the 32<sup>nd</sup> week of pregnancy, test-tube fecundation and any other sterility treatment;
  - 12) Abortion, purchase of contraceptives;
  - 13) Purchase of artificial limbs or dentures and hearing aids;
  - 14) Special diet for the Insured comprising corroborant medicines, medicines taken by the Insured habitually, vaccinations as well as massages, baths, inhalations, therapeutic gymnastics, or irradiation (even if such measures are recommended by the doctor);
  - 15) Travelling for therapeutic purposes, stay at health resort centres;
  - 16) Stay or treatment in alms-house or hospicium;
  - 17) Treatment on the Insured's own accord or treatment by a doctor being a member of the Insured's family;
  - 18) Preventive dental treatment (except sudden inflammation as defined under § 9 item 2 g hereof) and prosthetics;
  - 19) Any kind of vaccination (except for a situation where a vaccination is carried out within health- or life-saving first aid);
  - 20) Plastic and cosmetic surgery;
  - 21) Consequences of genetic diseases;
  - 22) Transport for medicines, regardless of the type of transport and medical recommendations.
3. The insurance does not cover costs of phone calls, fax transmissions and sms, except for the cost of the first phone call to the Emergency Call Centre (reimbursed based on the telephone bill) incurred by the Insured in connection with a sudden illness or personal accident.
  4. The following risks are also excluded from cover, unless an additional premium has been paid:
    - 1) Performing physical work abroad (code WA);
    - 2) Consequences of chronic diseases and cancer;
    - 3) Practising winter sports;
    - 4) Practising high risk sports;
    - 5) Practising record-seeking sports;
    - 6) Practising extreme sports.
  5. Where a travel agency is the Policyholder, a deductible may be introduced. In the case of cashless system of covering costs by the Emergency Call Centre, the deductible does not apply.

## § 11.

### PERSONAL ACCIDENT INSURANCE SUBJECT OF INSURANCE

1. The personal accident insurance contract covers:
  - 1) Benefit in the case of permanent health detriment;
  - 2) Benefit in the case of death.
2. The insurance covers the accidents which occurred during the term of the insurance contract.

## § 12.

### LIMITATIONS OF LIABILITY

1. The insurance does not cover accidents which occurred as a result of:
  - 1) Disturbances of consciousness and mind, apoplectic or epileptic attacks or any other spasmodic attacks covering the Insured's entire body;

The cover exists if such disturbances or attacks result out of a personal accident covered by the insurance contract;

- 2) Attempt to commit or committing an offence or suicide by the Insured, self-mutilation or intentional action of the Insured as well as participating in any bets;
- 3) Any events which occurred after the Insured had taken alcohol, drugs or any other intoxicants;
- 4) Driving a vehicle or other means of transport by the Insured without the license required to drive such a vehicle;
- 5) Mental disturbances, depressions, chronic diseases, innate defects;
- 6) War and hostilities, acts of terrorism, acts of sabotage, martial law, state of emergency, or the Insured's participation in riots, commotions, strikes, protest actions, road blocks and scrimmaging (however, the cover exists in the case the Insured is suddenly affected by hostilities, acts of terrorism or civil war during his or her trip abroad. The above cover expires at the end of the 7<sup>th</sup> day after the war, act of terrorism or civil war began in the territory of the country in which the Insured stays. SIGNAL IDUNA is not liable if the Insured travels to a country in which a war or civil war already lasts, also when the Insured participates actively in the war, acts of terrorism or civil war. SIGNAL IDUNA is also not liable for accidents caused by nuclear, biological or chemical weapons);
- 7) Improper treatment or improperly performed operations on the Insured's body.

The cover exists if the treatment, including diagnosis and operations, was the consequence of an accident covered by the insurance contract;

- 8) Infections

The cover exists, if the Insured was infected by a virus and / or pathogenic germs as a result of injury suffered by the Insured in the accident. Insignificant abrasions of skin or mucous membrane are not considered wounds suffered in an accident. Consequences of virus or germ infections which occurred as a result of abrasions during the accident or later are excluded from cover. This limitation does not refer to rabies and tetanus;

- 9) Alimentary intoxications as a result of the intake of liquid or solid substances;
  - 10) Abdominal or inguinal hernia:  
The cover exists if the abdominal or inguinal hernia is the result of the accident covered;
  - 11) Damages of spinal discs, bleeding from internal organs. The cover exists if the above damages were caused by an accident as defined under § 2 item 32 hereof;
  - 12) Cerebral haemorrhage, infarctions, apoplexy;
  - 13) Consequences of genetic diseases.
2. Unless additional premium is paid, SIGNAL IDUNA is not liable if a personal accident occurred as a result of:
    - 1) Performing physical work abroad;
    - 2) Practising winter sports;
    - 3) Practising high risk sports;
    - 4) Practising record-seeking sports;
    - 5) Practising extreme sports.
  3. SIGNAL IDUNA is not liable for the consequences of personal accidents such as: pain, physical and moral suffering as well as financial loss consisting of loss, destruction of or damage to property.

## § 13.

### PROCEDURE IN THE EVENT OF SUDDEN ILLNESS OR PERSONAL ACCIDENT

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

- 1) Notify the Emergency Call Centre immediately if, as a consequence of such personal accident or sudden illness, it is necessary to provide hospital treatment, a medical procedure, transport to homeland or any other assistance which will result in burdening the Insured with costs, with the reservation regarding dental treatment and single out-patient appointment, as specified in § 10 item 1;
- 2) Make efforts aimed at the mitigation of consequences of the event by gaining medical aid promptly and undergoing the recommended treatment;
- 3) Take up an active co-operation with Emergency Call Centre and SIGNAL IDUNA aimed at explaining all the circumstances connected with the occurrence of the sudden illness or personal accident and determining the consequences thereof;
- 4) Observe the recommendations transmitted by the Emergency Call Centre and SIGNAL IDUNA, by giving them all the information required as well as all the necessary powers of attorney;
- 5) Obtain medical documentation certifying the medical diagnosis justifying the need for particular type of treatment to be carried out, a description of the treatment including the results of tests and investigations, accident protocol, if there is one, as well as other materials related to the event;
- 6) Secure documents connected with the sudden illness or personal accident in order to justify the claim;
- 7) File a claim for reimbursement of costs with SIGNAL IDUNA within 7 days of his or her return to the Republic of Poland or the country of permanent residence, including filled out claim form and documents confirming the grounds for the claim made;
- 8) At the request of SIGNAL IDUNA, undergo the examination to be carried out by a doctor appointed by SIGNAL IDUNA, laboratory tests or clinical observation in order to determine the Insured's state of health or the permanent health detriment.

#### § 14.

#### **TRAVEL LUGGAGE INSURANCE SUBJECT OF INSURANCE**

1. The subject of insurance is the travel luggage of the Insured during his or her trip (as defined in § 2 item 5).
2. The travel luggage is covered by insurance only when it is under direct care of the Insured or it is:
  - 1) Given to left luggage office against receipt;
  - 2) Entrusted to a professional carrier to be transported against forwarding documents;
  - 3) In a closed individual luggage chamber at the station or hotel;
  - 4) In a locked room at the place of the Insured's accommodation (excluding a tent);
  - 5) In a locked vehicle, provided that the luggage has been placed in a locked boot or luggage chamber forming an integral part of the vehicle;
  - 6) In a locked cabin of a trailer or vessel.
3. SIGNAL IDUNA is liable for travel luggage only where the loss or value loss of the luggage occurs during the term of the insurance contract as a result of:
  - 1) An accident or catastrophe of the means of transport;
  - 2) Fire, hurricane, flood, lightning, explosion, torrential rain, hail, avalanche, earthquake, land slide or subsidence, aircraft crash or pipe water running out of pipe system;
  - 3) A personal accident or a sudden illness 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;
  - 4) Burglary to the places specified under item 2 points a) - f);
  - 5) Documented robbery.

4. Where the travel luggage is entrusted to a professional airline to be transported, the insurance is also valid without a confirmation of the occurrence of damage as specified in item 3 points a) - e), provided that the agent confirms the loss of or damage to luggage.
5. Under the BUSINESS variant of insurance, if luggage is delayed by more than 6 hours, SIGNAL IDUNA reimburses the documented costs in the amount not exceeding 50% of the sum insured, incurred during a trip abroad to purchase the necessary items to replace the ones being in the luggage properly checked in with a professional airline. The delay is counted from the moment the carrier is notified of the delay in luggage delivery and the receipt of a document confirming such a delay, until the moment the luggage is delivered to the place of the Insured's stay and made available to the Insured. Costs are not reimbursed if the travel luggage delay occurs on the way back, after crossing the border of the Insured's country of permanent residence.
6. Upon payment of additional premium, it is possible to insure sports equipment used for amateur practising of sports.
7. The provisions of items 2, 3, and 4 apply to insurance of sports equipment accordingly.

## § 15.

### LIMITATIONS OF LIABILITY

1. Travel luggage insurance does not cover the following:
  - 1) Money in cash, securities, trading tokens, tickets, credit and payment cards, jewellery, things from noble metals and precious stones;
  - 2) Pieces of art, documents, collections of art, musical instruments;
  - 3) Objects serving as production or trade instruments, fuels,
  - 4) Sports equipment, unless additional premium is paid;
  - 5) Arms and related accessories;
  - 6) Vehicle accessories, equipment of camping trailers, caravans and boats;
  - 7) Tents and windscreens.
2. SIGNAL IDUNA's liability for objects such as mobile phones, photographic and computer equipment, as well as audio-visual equipment is limited to 50% of the sum insured.
3. SIGNAL IDUNA is also not liable for the following damage:
  - 1) Not exceeding PLN 100 (integral franchise);
  - 2) Those caused by willful 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 damage to or destruction of luggage containers (suitcases, trunks, etc.);
  - 5) Those occurring in the electric and electronic devices because of their defects and the action of the electric current during their use, unless the action of electricity caused fire;
  - 6) Those occurring in the consequence of war and hostilities, martial law, state of emergency, acts of terrorism, acts of sabotage or the Insured's participation in riots, commotions, strikes, protest actions, road-blocks and scrimmaging;
  - 7) Those being the effect of arrest, 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 or leakage; in respect of fragile articles or those packed in glass packages-break or value loss of the insured item.
4. SIGNAL IDUNA is not liable if the Insured receives compensation with reference to an event under another insurance contract or from other institutions.

## § 16.

### PROCEDURE IN THE EVENT OF DAMAGE TO LUGGAGE OR SPORTS EQUIPMENT

1. In the case of damage the Insured is obliged to:
  - 1) Notify the police about any case of burglary, theft, robbery or loss of property incurred during the event or rescue action and obtain a confirmation of this fact in writing, specifying the lost objects (kind, quantity) and stating their value and characteristics enabling identification (brand, model, serial number, colour, distinguishing marks);
  - 2) Notify the appropriate carrier or the management of hotel, holiday centre, camping etc. about any loss which occurred in the public means of transport or in the place of accommodation, and to get the confirmation, in writing, of such a notification, specifying the lost articles (kind, quantity) and stating their value and characteristics enabling identification;
  - 3) Report the loss to SIGNAL IDUNA within 7 days from the date of return to homeland, submit the list of damaged or lost articles, stating their value, year of acquisition, and any documents, explanations, etc. concerning the circumstances, character and extent of damage;
  - 4) At SIGNAL IDUNA's request deliver the damaged equipment.

## § 17.

### LEGAL PROTECTION AND AID INSURANCE SUBJECT OF INSURANCE

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

## § 18.

### LIMITATIONS OF LIABILITY

1. The following costs are excluded from the cover given by SIGNAL IDUNA:
  - 1) Those connected with amicable settlement of a matter, where such costs remain in a gross disproportion to the claims agreed by the parties and the costs which the Insured was not obliged to incur in a given legal situation;
  - 2) Those which a person other than the Insured is obliged to incur;
  - 3) Compensations to be paid by the Insured, fines, administrative or judicial penalties, other penalties in money, taxes or any other payments of public and legal character;
  - 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, which were not necessary for the defence of the Insured's rights;
  - 6) Those related to the wilful giving untrue or misleading information by the Insured or providing forged documents;
  - 7) Those related to the wilful non-disclosure by the Insured of the information or documents which can be of influence on the way of rendering legal aid or the course of proceedings;
  - 8) The claims transferred upon the Insured upon occurrence of an event covered;
  - 9) Third-parties' claims which are sued for by the Insured in his or her own name.
2. The loan for bail is not granted if the Insured is detained with relation to trade in drugs, intoxicants or alcohol, and the participation of the Insured in any actions of political character, or when the bail is required to secure customs or administration liabilities, fines, compensatory damages, compensations etc.

## § 19.

### GENERAL THIRD PARTY LIABILITY INSURANCE SUBJECT OF INSURANCE

1. The subject of insurance is the Insured's private third party liability for bodily injuries or property damage inflicted on third parties by a tort committed during his or her trip, which the Insured is obliged to redress in accordance with the law of the country of his or her stay.
2. Under the third party liability insurance, SIGNAL IDUNA is liable for events connected with amateur practising of sports as well as for events which occurred as a result of practising winter sports, provided that a premium loading is paid for such a risk.
3. Within the limits of its liability SIGNAL IDUNA is obliged to:
  - 1) Verify the grounds for any claims brought against the Insured, and give any necessary legal assistance where the claims are not justified;
  - 2) Cover the costs of consideration of a lawyer representing the Insured's interests during the judicial proceedings;
  - 3) Cover the costs of consideration of experts appointed upon consent of SIGNAL IDUNA in order to determine the circumstances or extent of damage;
  - 4) Reimburse the necessary costs incurred, justified by the circumstances and aimed at preventing the extension of damage;
  - 5) Cover the necessary costs of defence in court against third party claims in a dispute conducted at the request or upon consent of SIGNAL IDUNA,



- 6) Pay compensation which the Insured is obliged to pay to the injured under the risks covered by the insurance contract and based on acceptance issued or approved by SIGNAL IDUNA, a compromise reached or approved by SIGNAL IDUNA or a judgement issued by a court of justice.
4. Any costs and expenses incurred in relation to the defence from any claims brought against the Insured can be covered only with the consent, in writing, given in advance by SIGNAL IDUNA.

## § 20.

### LIMITATIONS OF LIABILITY

1. The cover given by SIGNAL IDUNA does not include the Insured's liability relating to the following:
  - 1) Any claims exceeding the scope of statutory third party liability of the Insured being the result of an agreement concluded by the Insured or any particular promises given by him or her;
  - 2) Any damage inflicted by the Insured to his or her next-of-kins;
  - 3) Any damage inflicted intentionally by the Insured;
  - 4) Any damage inflicted by persons remaining in the care of the Insured or who the Insured is responsible for;
  - 5) Any damage to cash, securities, jewellery or all kinds of documents;
  - 6) Any damage caused in the state of restricted consciousness of the Insured, among others, under the influence of alcohol, medicines, drugs or any other intoxicants;
  - 7) Any damage resulting out of possessing, driving, using or starting motor vehicles, aircraft and water-ships,
  - 8) Claims of penal nature, including without limitation punitive damages, compensation for moral harm, punitive and exemplary damages and pecuniary benefits;
  - 9) Any loss of or damage to the property belonging to the Insured or to any other person which has been entrusted, hired, lent to the Insured or persons he or she is responsible for, or which is in their care or control;
  - 10) Any damage resulting out of practising the Insured's occupation, work abroad or conducted activity;
  - 11) Any damage occurring in relation with practising record-seeking sports;
  - 12) Any damage occurring in relation with practising high risk sports;
  - 13) Any damage occurring as a result of practicing extreme sports;
  - 14) Any damage occurring as a result of practising winter sports, unless a loading for practising winter sports has been paid for;
  - 15) Any damage resulting from amateur practising of sports or practising winter sports (even despite having paid additional premium), inflicted by the Insured if there existed medical contra-indications with reference to practising the sports covered by insurance;
  - 16) Any claims in the consequence of infecting another person with a sickness;
  - 17) Any damage which occurred as a result of war or hostilities, state of emergency, acts of terrorism, acts of sabotage or the Insured's participation in riots, commotions, strikes, protest actions, road blocks and scrimmaging.
2. SIGNAL IDUNA's liability does not cover claims under third party liability not exceeding EUR 250 and each benefit paid out by SIGNAL IDUNA is reduced by such an amount.
3. SIGNAL IDUNA's liability for damage inflicted with reference to amateur practising of sports and practising winter sports is limited to 50% of the sum insured for third party liability insurance in the area of bodily injuries and to 25% for property damage, constituting percentage sub-limits of the main sums insured under third party liability insurance.
4. SIGNAL IDUNA is not liable for any costs being the consequence of the lack of the Insured's consent for SIGNAL IDUNA to conclude a compromise with the injured or to satisfy his or her claims.

5. In the case of claims being a consequence of amateur practising of sports or practising winter sports covered by insurance contract, SIGNAL IDUNA is not liable for damage not exceeding EUR 250, and in the case of damage, the value of which is determined as higher than EUR 250, a deductible of 5% of the damage applies. In the case of third party liability connected with amateur practising of sports or practising winter sports the provision of item 2 does not apply.

#### § 21.

#### **PROCEDURE IN THE EVENT OF DAMAGE UNDER THIRD PARTY LIABILITY INSURANCE**

1. In the case of occurrence of an event which can cause or causes a claim versus the Insured, the Insured is obliged to the following:
  - 1) Possibly mitigate the consequences of the damage, collect, and secure all the documents enabling to define the circumstances of the event;
  - 2) Notify the Emergency Call Centre or SIGNAL IDUNA without delay but not later than within 7 days from the date of the event connected with the possible liability of the Insured, of the circumstances of the damage, names and addresses of injureds and witnesses to the event;
  - 3) Not to accept claims or conclude any compromise or agreement and not to satisfy injured's claims without SIGNAL IDUNA's written consent,
  - 4) Give to SIGNAL IDUNA any necessary powers to carry out any compensation procedures, including power of attorney ad litem if legal action has been taken against the Insured,
  - 5) Send to SIGNAL IDUNA the judgment in;the lawsuit of civil, penal or penal-administrative character connected with the event from which the Insured's liability results, within such a period of time that it is possible for SIGNAL IDUNA to make a decision to submit an appeal.

#### § 22.

#### **TRIP CANCELLATION INSURANCE SUBJECT OF INSURANCE**

1. The subject of insurance are costs incurred with regard to cancellation of participation in a trip purchased from a travel agency conducting its activity in the territory of the Republic of Poland.
2. The subject of insurance may only cover the costs caused by fortuitous events independent from the Insured, listed in item 4.
3. The costs of trip cancellation are considered to be fees provided for in a written contract concluded by the Insured with a travel agency, payable by him or her with reference to cancelling his or her participation in the trip before it starts.
4. SIGNAL IDUNA reimburses the fees paid by the Insured with reference to cancellation only where such cancellation results from:
  - 1) Personal accident, premature delivery, sudden illness of the Insured - if it makes participation in the trip impossible, or Insured's death;
  - 2) Serious damage to the Insured's property which occurred in the consequence of fire, natural catastrophes or was caused by an offence, resulting in the need to perform some legal and administrative actions whereby the presence of the Insured is required, or a serious damage to the Travelling Companion's property which occurred in the consequence of fire, natural catastrophes or was caused by an offence, resulting in the need to perform some legal and administrative actions whereby the presence of the Travelling Companion is required which results in trip cancellation by the Travelling Companion;
  - 3) A personal accident, premature delivery, sudden illness or death of the Insured's next-of-kin, or a personal accident, premature delivery, sudden

illness or death of the Travelling Companion's next-of-kin resulting in trip cancellation by the Travelling Companion;

- 4) Death, personal accident, premature delivery or sudden illness of a person participating in the trip, included by the Insured in the contract signed with the travel agency, only if such a contract refers to holiday house of flat (apartment) rent, and the price of rent is determined as a total for a given number of people. The number of people may not be higher than accepted in the contract with the travel agency.

#### § 23.

##### **TRIP INTERRUPTION INSURANCE SUBJECT OF INSURANCE**

1. The subject of insurance are costs incurred with regard to interruption of participation in a trip purchased from a travel agency conducting its activity in the territory of the Republic of Poland, caused by fortuitous events independent from the Insured, listed in § 22 item 4.
2. Costs of trip interruption are considered to be costs of unused travel services as well as additional costs of transport back incurred by the Insured.
3. Unused travel services are considered to include the unused services provided for in the contract with the travel agency, determined as a percentage of the price of the trip.

SIGNAL IDUNA reimburses the unused travel services, provided that the participation in a trip specified in the contract was interrupted due to reasons specified in § 22 item 4.

4. SIGNAL IDUNA reimburses additional costs of transport back to homeland, maintaining the standard of transport services provided for in the contract with the travel agency. The costs of transport are reimbursed only where the contract with the travel agency covers return transport.

SIGNAL IDUNA reimburses additional costs of transport back if the Insured's participation in the trip specified in the contract cannot be continued as planned due to reasons specified in § 22 item 4.

#### § 24.

##### **PLANE, BUS OR FERRY TICKET CANCELLATION INSURANCE SUBJECT OF INSURANCE**

1. The subject of insurance are the costs the Insured is charged with by the carrier with reference to cancellation of a plane, bus or ferry ticket before the start of such plane, bus or ferry journey according to the date specified in the first section of such a ticket.
2. The insurance refers to domestic and international flight tickets and international bus and ferry tickets purchased in the territory of the Republic of Poland.
3. SIGNAL IDUNA reimburses the costs incurred by the Insured with reference to plane, bus or ferry ticket cancellation due to reasons specified under § 22 item 4.

#### § 25.

##### **LIMITATIONS OF LIABILITY (TRIP CANCELLATION, INTERRUPTION, TICKET CANCELLATION INSURANCE)**

1. SIGNAL IDUNA's liability does not cover damage inflicted due to reasons specified in § 22 item 4 if it results from:
  - 1) Consequences of a chronic disease or cancer diagnosed in the Insured or his or her next-of-kin before the insurance contract was concluded, unless additional premium has been paid;

- 2) Mental disturbances, depressions, innate defects;
  - 3) Intentional action of the Insured or his or her next-of-kins, self-mutilation, attempting to commit or committing a suicide or an offence;
  - 4) Any events which occurred after the Insured or his or her next-of-kin had taken alcohol, drugs or any other substance of similar effect;
  - 5) Accidents, if the Insured or his or her next-of-kin was driving a vehicle or any other means of transport without holding the required licence, or under the influence of alcohol or other intoxicants;
  - 6) War and hostilities (state of emergency), martial law, acts of terrorism, acts of sabotage or the Insured's participation in riots, commotions, strikes, protest actions, road-blocks and scrimmaging;
  - 7) Medical contraindications concerning the Insured's travel abroad, if this had any influence on the occurrence of an event resulting in cancellation;
  - 8) Medical indication concerning an operations, treatment or medical observation at hospital existing prior to the Insured's travelling abroad, provided that the reason for trip cancellation or interruption or ticket cancellation is connected with such indication;
  - 9) Treatment of venereal diseases, diseases being the result of a HIV virus infection, epidemic and pandemic;
  - 10) Delivery of the Insured or Insured's next-of-kin after 32<sup>nd</sup> week of pregnancy;
  - 11) Occurrence of events arising from abortion of the Insured or the Insured's next-of-kin;
  - 12) Consequences of genetic diseases;
  - 13) Consequences of plastic and cosmetic surgery;
  - 14) Consequences of all types of vaccinations.
2. SIGNAL IDUNA is not liable if the Insured receives compensation with relation to the same event under another insurance contract or from other institutions.
  3. SIGNAL IDUNA does not reimburse additional costs incurred by the Insured with reference to notification of trip cancellation or interruption not included in the price of the trip (visas, telephones etc.). Additional costs connected with plane, bus or ferry ticket cancellation, e.g. costs of visa, are not reimbursed either.

## § 26.

### **PROCEDURE IN THE EVENT OF TRIP CANCELLATION OR INTERRUPTION, OR PLANE, BUS OR FERRY TICKET CANCELLATION**

1. In the event of trip cancellation or interruption, or plane, bus or ferry ticket cancellation the Insured is obliged to:
  - 1) Make every effort to minimise costs connected with such cancellation. For this purpose, he or she must notify the travel agency of the occurrence of an event specified in § 22 item 4, and submit the documents required in the case of cancellation without delay upon becoming aware of such an event, but not later than within 2 (two) days thereof;
  - 2) Deliver documents confirming the grounds for the claim to SIGNAL IDUNA (directly or via the agency) within 7 days of the event or of notifying the travel agency, including:
    - a) Insurance document and contract for participation in a trip (trip cancellation or interruption insurance), or plane, bus or ferry ticket, or ticket purchase invoice in the case of electronic ticket (ticket cancellation insurance);
    - b) Declaration on having cancelled or interrupted the trip or cancelled a plane, bus or ferry ticket, certified by the travel agency;
    - c) Information (calculation) from the travel agency stating the amount of deductions made with reference to trip cancellation or interruption, or plane, bus or ferry ticket cancellation;
    - d) Original invoices and payment receipts for transport back in the case of trip interruption;

- e) Medical documentation required by SIGNAL IDUNA regarding the treatment undergone by the Insured or his or her next-of-kin, including test results, medical diagnosis with the date of such a diagnosis, confirming the need to cancel or interrupt participation in the trip or cancel plane, bus or ferry ticket, a sick note;
  - f) Confirmation from the police on the occurrence of damage to property due to reasons specified in § 22 item 4 point b);
- 3) Release other insurance companies, authorities and doctors treating him or her from confidentiality with regard to SIGNAL IDUNA;
  - 4) Undergo medical examination carried out by a doctor appointed by SIGNAL IDUNA.  
SIGNAL IDUNA bears the costs connected with such an examination, including those connected with the Insured's loss of remuneration on a given day.
- 2. Where the Policyholder fails to fulfil any of the duties referred to in item 1 intentionally or due to gross negligence, SIGNAL IDUNA may reduce the benefit accordingly, provided that such a violation has contributed to an increase in loss or has made it impossible to determine the circumstances and consequences of an insured event.
  - 3. Where there is a well-grounded suspicion that the cancellation took place in circumstances excluding SIGNAL IDUNA's liability, and the Insured fails to submit the documentation requested by SIGNAL IDUNA in accordance with item 1 point b, 5) and 6) necessary to rule out such a suspicion, SIGNAL IDUNA reserves the right to refuse to pay compensation.

## § 27.

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

- 1. Determination of the grounds for and amount of the benefit takes place on the basis of the documents submitted by the Insured or Beneficiary; however SIGNAL IDUNA is entitled to verify such documents and consult them with specialists.
- 2. The grounds for and the amount of benefit or compensation, depending on the type of damage, are determined based on:
  - 1) Documents certifying the need of immediate medical treatment as the consequence of a sudden illness or a personal accident, as defined under § 13 item 1 point e);
  - 2) Original invoices and payment receipts for any medical services or ambulance, as well as the invoices for the purchased medicines and dressing materials;
  - 3) Original invoices and payment receipts for the transport of the Insured's corpse to homeland or for the burial abroad;
  - 4) Original invoices and payment receipts evidencing other expenses related to the sudden illness, personal accident or any other events covered;
  - 5) Police report drawn up at the place of accident;
  - 6) In the case of suffering wounds or other injuries, medical documentation from the date of event or the beginning of treatment (e.g. case record) including a description of wounds and injuries sustained or consequences thereof;
  - 7) In the case of death - death certificate and other documents connected with this event, including without limitation documents including information on the reasons for the death;
  - 8) Police report concerning the loss or theft of travel luggage or robbery;
  - 9) Statements of the witnesses to the event;
  - 10) A license for driving a vehicle;
  - 11) A document from transport agent confirming flight or luggage delay;

- 12) A certificate from the carrier (airline, railway, bus or ferry transport agent) on its inability to provide the transport service due to volcanic eruption, strike or riot;
  - 13) Original invoices and payment receipts confirming prolonged stay abroad due to volcanic eruption, strike, or riot.
3. SIGNAL IDUNA covers any justified and evidenced medical expenses directly on account of medical care unit or via Emergency Call Centre.
  4. In the case of Personal Accident Insurance the following provisions apply:
    - 1) Types and amounts of the benefits to be paid are determined upon finding the causality between the accident and the Insured's death or permanent health detriment;
    - 2) Determination of the causality, as mentioned under item 4 point a) hereof and the types and amounts of benefits to be paid follow on the grounds of the provided documents as specified under item 2;
    - 3) The sum insured determined in the insurance contract is paid out in the case of 100% detriment to health, or death, if the Insured dies in the consequence of a personal accident within 2 years of the date of accident. In the case of partial detriment to health, a percentage of the sum insured corresponding to the percentage of permanent detriment the Insured has suffered is granted;
    - 4) The degree of permanent health detriment is determined by doctors appointed by SIGNAL IDUNA, on the basis of the percentage Table of benefits under permanent detriment to health, attached as Appendix no. 1 hereto;
    - 5) The degree of permanent health detriment is established promptly upon completion of treatment including rehabilitation, 24 months from the date of accident at the latest;
    - 6) 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 degree of permanent health detriment is determined as the difference between the degree of permanent health detriment after the accident and the one existing prior to the accident.
    - 7) When determining the degree of permanent health detriment, such factors as the kind of work or other activities performed by the Insured are not taken into consideration;
    - 8) If the Insured receives the benefit because of the permanent health detriment and then dies in the consequence of the same accident, then the death benefit is paid, whereby the amount formerly paid is deducted;
    - 9) If the Insured dies after the degree of permanent health detriment had been determined, and the death remains in no causality with the accident, the permanent health detriment benefit which was not paid to the Insured prior to his or her death, is paid to Beneficiary; if there is no Beneficiary appointed by name, then burial costs are returned to the person who incurred such costs;
  - 10) If the degree of permanent health detriment is not determined before the Insured's death, and the Insured's death is caused by an event other than the accident being the cause of health detriment, the probable degree of permanent health detriment is determined by SIGNAL IDUNA doctors, and the benefit arising out of it is paid to the Beneficiary.
5. In respect of travel luggage, the amount of benefit is determined according to the cost of repair or the real value of the article, taking its degree of real wear into account. The value of the article is determined by SIGNAL IDUNA on the basis of the original purchase invoice or the value of the new article of identical or similar performance traits on the date of event occurrence.
  6. In the case the stolen or damaged articles forming part of the Insured's travel luggage or sports equipment are recovered, the Insured is obliged to notify SIGNAL IDUNA about this fact without delay. The compensations paid out for lost property or sports equipment are returnable. Upon consent of SIGNAL IDUNA the returned compensation can be decreased by the value of defects and faults found in the recovered articles.

7. A deductible of 5% of the damage applies to every compensation payment with reference to loss or destruction of sports equipment (sports equipment insurance).
8. If the Policyholder fails to fulfil any of the duties mentioned under § 13, § 16 and § 21 hereof intentionally or through gross negligence, or fails to provide the documents required by the Insurer and defined under item 2 hereof, SIGNAL IDUNA is entitled to reduce the payment of compensation accordingly if such a violation results in the increase of loss or makes it impossible to determine the circumstances and consequences of an insured event.
9. If the same subject of insurance is covered under the same risk by two or more insurers at the same time, for the sums which exceed its insurance value, each of the insurers is liable up to the amount of damage in such a ratio as the sum insured accepted by it remains to the total of the sums resulting out of such double or multiple insurance (with the exclusion of personal accident insurance).
10. In the event of the Insured's death, if no Beneficiary is appointed by name, the person filing a claim for compensation / benefit is obliged to submit a copy of the death certificate and a document confirming his or her consanguinity or affinity with the Insured. If the Insured was single, a document confirming the right to compensation is required. If the Beneficiary was appointed by name, the following documents are required: ID, copy of death certificate, and a document confirming the fact of being entitled to the compensation / benefit.
11. Any compensation / benefit resulting out of the insurance contract is paid in PLN to the Insured, Beneficiary or Injured. In the case of Insureds having their permanent place of residence outside the Republic of Poland, the payment can be made by a bank transfer in EUR or USD.
12. The expenses incurred in foreign currencies are converted into PLN according to the average exchange rate announced by the Chairman of NBP and valid on the day preceding the date of determining the benefit (after 12.00 noon).

## § 28.

### **DETERMINATION AND PAYMENT OF COMPENSATION UNDER TRIP CANCELLATION, INTERRUPTION OR TICKET CANCELLATION INSURANCE**

1. Determination of grounds for and amount of the compensation takes place on the basis of the documents submitted by the Insured or Beneficiary; however, SIGNAL IDUNA is entitled to verify such documents and consult them with specialists.
2. The amount of compensation in the case of trip cancellation depends on the advance with which the travel agency is notified of the cancellation and equals the amount of deductions made with reference to cancellation by the travel agency in accordance with the agency's rules on cancellations included in the contract for participation in the trip.
3. The amount of compensation for unused travel services is determined as a percentage of the price of the trip constituting the ratio between the number of days left following the date of interruption and the total number of days the trip lasts as specified in the contract with the travel agency.
4. The amount of compensation for plane, bus or ferry ticket cancellation depends on the price of such a ticket and cancellation date, and equals the amount of deductions made by the transport agent for the cancellation.
5. A deductible of 20% of the value of compensation granted under the insurance contract, but not less than PLN 50, is deducted from each compensation paid to the Insured.
6. The sum insured specified under § 6 item 3 points f) and g) constitutes the upper limit of compensations paid under trip cancellation or interruption, or plane, bus or ferry ticket cancellation insurance.

7. If the claim for compensation under trip cancellation or interruption, or plane, bus or ferry ticket cancellation insurance is made due to the Insured's death, the compensation is paid out to the Beneficiary, subject to § 27 item 10.
8. The compensation is paid out in PLN.  
Where the price of the trip is paid in foreign currency, the costs incurred as a result of trip cancellation or interruption, or plane, bus or ferry ticket cancellation insurance are converted into PLN according to the average exchange rate announced by the NBP and valid on the day preceding the date of determining the benefit. In the case of Insureds having their permanent place of residence outside the Republic of Poland, the payment can be made by a bank transfer in EUR or USD.

#### **§ 29.**

##### **DEADLINE FOR PAYMENT OF BENEFIT**

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

#### **§ 30.**

##### **PROCEDURE OF EXAMINING APPEALS, COMPLAINTS AND REQUESTS**

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

#### **§ 31.**

##### **RECOURSE CLAIMS**

1. On the date of benefit payment SIGNAL IDUNA takes over, by virtue of the law, any claims (recourse) against a third party responsible for the damage up to the amount of the benefit paid.



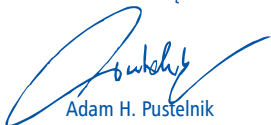
2. If SIGNAL IDUNA has covered a part of the damage, the Insured is entitled to satisfy his or her claims prior to the claims of SIGNAL IDUNA in respect of the remaining part of such damage.
3. SIGNAL IDUNA does not take over any claims against the persons with whom the Insured remains in the common household, unless the damage was inflicted intentionally.
4. If the Insured, without consent of SIGNAL IDUNA, waives a claim against a third party responsible for the damage, or limits such a claim, SIGNAL IDUNA may refuse the payment of the benefit or reduce it.
5. If the claim waiver or limitation is disclosed after the benefit has been paid, SIGNAL IDUNA may demand the Insured to return the whole amount of the benefit paid or a part thereof.

## § 32.

### FINAL PROVISIONS

1. Any notifications and declarations of the Insured, Policyholder, Beneficiary and the person filing a claim in respect of the insurance contract must be submitted in writing against receipt or be sent by registered mail.
2. If the Insured, Policyholder, Beneficiary or the person filing the claim change their address or place of registered office and fail to notify SIGNAL IDUNA thereof, SIGNAL IDUNA is assumed to have performed its notification and declaration duty if the letter is sent to the last known address of the Insured's registered office. If the Insurer changes its address or place of registered office and fails to notify the Policyholder and the Insureds thereof, the Policyholder or the Insured are assumed to have performed their notification and declaration duty if the letter is sent to the last known address of the Insurer's registered office.
3. Any matters not regulated within these General Terms and Conditions of Insurance are settled on the basis of the provisions of the Polish Civil Code and those of the Insurance Activity Act of 22<sup>nd</sup> May 2003 (Journal of Law Dz.U. of 2010, No. 11 item 66).
4. These GT&C were adopted by Resolution no. 47/Z/2010 of the Management Board of SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. of 30<sup>th</sup> August 2010 and apply to the insurance contracts concluded as of 2<sup>nd</sup> November 2010.

Prezes Zarządu



Adam H. Pustelnik

Wiceprezes Zarządu



Jürgen Reimann

**Appendix no. 1**  
**to the General Terms and Conditions of Insurance Safe Travels**

**Table of percentage benefits  
under permanent detriment to health**

Type of permanent detriment to health	Percentage (%) of permanent detriment to health
<b>Total loss of:</b>	
1. Sight in one eye	30
2. Sight in two eyes	100
3. Hearing in one ear	30
4. Hearing in two ears	60
5. Smell and the sense of smell jointly	10
6. Tongue and sense of taste jointly	50
<b>Total physical loss or total loss of use of individual organs:</b>	
7. Upper limb at the level of shoulder joint	70
8. Upper limb over elbow joint and below shoulder joint	65
9. Upper limb below elbow joint and over wrist	60
10. Upper limb below or at the level of wrist	55
11. Lower limb over the middle part of thigh	70
12. Lower limb below the middle part of thigh and over knee joint	60
13. Lower limb below knee joint and over the middle part of shin	50
14. Lower limb below the middle part of shin and over foot (ankle joint)	45
15. Lower limb - foot in ankle joint	40
16. Upper limb - foot excluding heel	30
<b>Total physical loss of:</b>	
17. Thumb	20
18. Index finger	10
19. Other finger	5
20. Big toe	5
21. Other toe	2
<b>Burns (2<sup>nd</sup> and 3<sup>rd</sup> degree):</b>	
22. Burns covering 5-15% of body surface	10
23. Burns covering 16-30% of body surface	25
24. Burns covering 30%- of body surface	45
<b>Fractures</b>	
25. Fracture of pelvic bone, bones within hip joint (excluding isolated fractures of pubic or ischial bone, or coccyx), within hip joint (acetabulum, femoral capital epiphysis, trochanters, subtrochanteric and intertrochanteric fractures):	
1) Comminuted open fracture	25
2) Other open fractures	10

3) Other comminuted fractures	8
4) Other fractures	5
26. Fracture of arm bone / femur:	
1) Comminuted open fracture	15
2) Other open fractures	10
3) Other comminuted fractures	8
4) Other fractures	3
27. Fracture of both shin bones / forearm bones:	
1) Comminuted open fracture	10
2) Other open fractures	8
3) Other comminuted fractures	5
4) Other fractures	3
28. Fracture of cranial base and vault / scapula:	
1) Comminuted open fracture	15
2) Other open fractures	10
3) Other comminuted fractures	8
4) Other fractures	5
29. Fracture of the bone: facial skeleton, mandible, thumb (thumb phalanges and metacarpal bones), index finger, clavicle, patella, ankle bone, heel bone:	
1) Comminuted open fracture	10
2) Other open fractures	6
3) Other comminuted fractures	4
4) Other fractures	2
30. Fracture of the bone: Iliac ala, hip thorns, ischial tuberculum, vertebral bodies:	
1) Open fractures	8
2) Other fractures	3
31. Fractures of ulnar bone, radial bone, tibial bone:	
1) Comminuted open fracture	8
2) Other open fractures	6
3) Other comminuted fractures	4
4) Other fractures	2
32. Fracture of the bone: ribs, fingers and toes (excluding thumb and index finger) coccyx, tibial bone, transverse or costal vertebra processes, pubic bone, ischial bone:	
1) Open fractures	8
2) Other fractures	3
33. Fracture of the bones of metatarsus, metacarpus, sternum and wrist:	
1) Open fractures	6
2) Other fractures	2

**SIGNAL IDUNA Polska**  
**Towarzystwo Ubezpieczeń S.A.**

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SIT 0054/01.10