

General terms and conditions for comprehensive insurance of foreigners staying within the Republic of Poland „SAFE STAY”

approved by the Resolution of the Management Board of PZU SA no. UZ/409/2007, dated 26 July 2007

CHAPTER I GENERAL PROVISIONS

- § 1.1. The general terms and conditions for insurance are applied to insurance contracts for comprehensive insurance of foreigners staying within the Republic of Poland, concluded by the Powszechny Zakład Ubezpieczeń Spółka Akcyjna, hereinafter referred to as PZU SA, with individuals, legal persons or organizational entities with no legal personality.
2. On the basis of these general conditions, the insurance contract may be concluded in the following scope:
- 1) accidents insurance,
 - 2) insurance of treatment costs tied to a sudden illness or accident,
 - 3) civil liability insurance in private life.
3. Risks named in section 2 may constitute separate object of insurance.
4. At the request of the insured, and upon the payment of additional premium, the insurance contract covering scope set forth in § 1 section 2 item or item 2 may cover risks resulting from:
- 1) performing work associated with increased risk,
 - 2) professional practicing of sports,
 - 3) amateur practicing of high-risk sports,
 - 4) acts of terror.
- § 2. On the basis of these general conditions, PZU SA provides insurance coverage to foreigners and Polish citizens permanently residing outside the Republic of Poland, during they stay in the Republic of Poland.
- § 3. Provisions of these general conditions include:
- 1) general provisions (chapter I of these general conditions),
 - 2) accidents insurance (chapter II of these general conditions),
 - 3) insurance of medical costs tied to a sudden illness or accident (chapter III of these general conditions),
 - 4) third party liability insurance (chapter IV of these general conditions),
 - 5) joint provisions (chapter V of these general conditions).
- § 4.1. Additional provisions, or provisions different from those set forth in the general conditions for insurance, may be introduced to the insurance contract, subject to agreement with the insuring party.
2. PZU SA is obliged to present to the insuring party the differences between the contents of the insurance contract and these general conditions, in written form, before conclu-

ding the insurance contract. If this obligation is not complied with, PZU SA may not quote the difference unfavorable for the insuring party or for the insured. This provision does not apply to insurance contracts concluded by way of negotiations.

3. In case when additional or different provisions are introduced into the insurance contract, the general conditions are applied in the scope not regulated by such provisions.

- § 5. For matters not regulated by these general terms and conditions for the insurance the relevant provisions of the Civil Code and other provisions of the Polish law shall apply.

Definitions

- § 6. The terms used in the general conditions shall have the meaning specified below:
- 1) **the insured** – a foreigner or a Polish citizen residing permanently outside the Republic of Poland, who concluded insurance contract for him/herself, or on whose behalf the insurance contract was concluded;
 - 2) **the insuring party** – an individual, legal entity or an organizational entity without legal personality, which concludes the insurance contract with PZU SA;
 - 3) **the beneficiary** – the person designated by name by the insured, as entitled to collect the due benefit in case of death of the insured;
 - 4) **foreigner** – a person not holding Polish citizenship. A foreigner who is a citizen of two or more countries is treated as citizen of that state whose travel document was used as the basis to enter the territory of the Republic of Poland;
 - 5) **individual insurance** – an insurance contract covering one person named in the insurance contract;
 - 6) **group insurance** – insurance contract covering at least 10 persons;
 - 7) **family insurance** – an insurance contract covering the insuring party and his/her relatives;
 - 8) **relative** – spouse, common-law-spouse, ascendants, descendants, step-children, adoptive children or children under care, adoptive parents, siblings, step-father, step-mother, parents-in-law, daughter-in-law, son-in-law;
 - 9) **insurance policy** – an insurance document issued by PZU SA, confirming the conclusion of an insurance contract;

SAFE STAY



PZU SA

Powszechny Zakład Ubezpieczeń Spółka Akcyjna, al. Jana Pawła II 24, 00-133 Warszawa
District Court for the Capital City of Warsaw, 12th Commercial Department,
KRS 0000009831, NIP 526-025-10-49, initial capital amounting to PLN 86 352 300,00;
paid in full

- 10) **period of insurance** – the period of PZU SA's liability, defined in the insurance contract;
- 11) **sum insured or guarantee sum** – sum defined in the insurance contract which is the upper limit of PZU SA's liability for damages under all events arising during the insurance period; in case of consequences of accidents, sum insured is defined as the sum specified in the insurance contract, which is the basis to establish the amount of benefits and compensations which PZU SA should pay;
- 12) **accident** – a sudden event caused by an external reason, which caused the insured to sustain, regardless of his/her will, bodily injury, damage to health or died;
- 13) **permanent damage to health** – permanent bodily injury or damage to health of the insured person caused by accident; permanent damage to health under option II of accidents insurance is understood as permanent bodily injury, that is total loss of an organ, or total loss of function in that organ;
- 14) **sudden illness** – a sudden disease which threatens the life or health of the insured and requires immediate medical assistance;
- 15) **lifesaving surgery** – surgical procedure performed for sudden or urgent reasons, in a situation where life is directly threatened;
- 16) **surgery for sudden or urgent reason** – surgical procedure, performed under circumstances where, due to the type or degree of advancement of the pathological condition which constitutes grounds for surgical treatment there exists an urgent need to perform the procedure, and undue delay of the procedure is not admissible and would carry a direct and foreseeable threat, severe worsening of health condition, severe damage to health or death;
- 17) **chronic disease** – a long-term illness, lasting for months or years, treated permanently or periodically, and a disease which was the reason for hospitalization in the course of 12 months preceding the conclusion of the insurance contract, as well as related complications;
- 18) **acute condition of chronic diseases** – sudden intensification of the disease symptoms, of acute nature, requiring immediate medical assistance;
- 19) **complications of chronic diseases** – sudden appearance of disease symptoms in the same or another organ or system, directly tied to a chronic disease and requiring immediate medical assistance;
- 20) **auxiliary materials, orthopedic equipment** – objects and materials which are meant to restore or improve the function, or improve control over the impaired functioning of an organ or system, excluding rehabilitation equipment;
- 21) **hospital** – a medical care institution operating within the Republic of Poland and pursuant to the provisions of the relevant laws, whose tasks include 24 hour medical care, diagnostic procedures, treatment, surgical procedures and protection of health, employing round-the-clock qualified nursing personnel and at least one doctor on a permanent basis; under these general conditions a hospital is not: nursing home, hospice, sanatorium, sanatorium hospital nor spa hospital;
- 22) **hospitalization** – inpatient treatment at a hospital, uninterrupted and lasting more than 24 hours;
- 23) **outpatient treatment** – medical treatment not requiring staying for at least 24 hours in a hospital or another medical care center;
- 24) **work associated with increased risk** – performing a profession or work:
 - a) in the mining and quarrying sector, under ground,
 - b) in the petroleum industry,
 - c) in the power industry – working on high voltage installations and equipment,
 - d) in security services,
 - e) work related to explosives,
 - f) in construction industry (work at heights),
 - g) lift and crane operators,
 - h) drivers of trucks and cistern trucks,
 - i) divers,
 - j) in mountain rescue services,
 - k) airplane test pilots,
 - l) roughriders and trainers of race horses, jockeys,
 - m) stuntmen, acrobats and wild animals trainers;
- 25) **professional practicing of sports** – form of physical activity where sports are practiced in order to achieve, by way of competing, maximum sports achievements by persons who are members of all types of sports clubs, unions and organizations, with the exception of the following sports: sports bridge, checkers, angling, chess, and model making;
- 26) **high-risk sports** – amateur practicing of sports: motor, motorboating, aviation, alpine climbing, speleology, rock climbing, scuba diving, bungee jumping;
- 27) **fight** – a conflict of three or more persons punishing one another, where every person plays a double role – the assailant and the victim;
- 28) **acts of terror** – illegal actions entailing the use of violence, carried out individually or in groups, organized for ideological, economic or social reasons, targeted against people or premises in order to instill chaos, terrorize the population, disorganize the public life or disorganize public transportation system, production or service enterprises;
- 29) **personal injury** – a damage resulting from death, bodily injury or damage to health, including also lost profits that the injured party could have obtained if he/she had not suffered a bodily injury or damage to health;
- 30) **property damage** – a damage entailing the damage, destruction or loss of an object, including also lost profits that the injured party could have obtained if the object had not been lost, damaged or destroyed;
- 31) **Integral franchise** – exclusion of the liability of PZU SA for damages not exceeding a specified amount.

CHAPTER II ACCIDENTS INSURANCE

Object and scope of insurance, sum insured Insurance options

- § 7. The object of insurance are the consequences of accidents, occurring within the Republic of Poland during the insurance period, causing permanent damage to health or death of the insured.

- § 8.1. The insured is entitled to benefits of types and amounts specified in the insurance contract.
2. The insurance contract may be concluded under one of the two options defined in § 10 and 11.
- § 9.1. The sum insured is defined by PZU SA in agreement with the insuring party, and ranges from 10,000 PLN to 100,000 PLN under option I, or from 10,000 PLN to 200,000 PLN under option II.
2. During the term of the insurance contract, the sum insured may not change.

Option I

- § 10. Under insurance concluded according to option I the insured is entitled to the following basic benefits:
- 1) benefit for death as a result of accident – 100% of the sum insured,
 - 2) benefit for permanent damage to health, resulting from an accident or event covered by the insurance. If the insured suffered a 100% permanent damage to health, PZU SA pays the compensation in the full amount of the sum insured; and in case of partial damage, a percentage of sum insured corresponding to the percentage of permanent health damage suffered by the insured person,
 - 3) refund of the costs incurred within the Republic of Poland, associated with the purchase of orthopedic equipment and auxiliary materials – up to 10% of the sum insured, but not more than 5,000 PLN.

Option II.

- § 11. Under insurance concluded according to option II the insured is entitled to the following basic benefits:
- 1) benefit for death as a result of accident – 100% of the sum insured,
 - 2) benefit for permanent damage to health resulting from accident – for types of permanent bodily injuries listed in the table below, and in amounts specified in this table:

Table of benefits

No.	Type of bodily injury	Including	% of the insurance amount	
			right	left
1.	Loss of upper limb	forearm, hand, fingers	70%	60%
2.	Loss of forearm	hand, fingers	65%	55%
3.	Loss of hand	fingers	60%	50%
4.	Loss of fingers, with the exception of thumb		7% for each finger	
5.	Loss of thumb		20%	
6.	Loss of all fingers on one hand		50%	
7.	Loss of lower limb	shank, foot, toes	75%	
8.	Loss of shank	foot, toes	60%	
9.	Loss of foot	toes	50%	
10.	Loss of large toe		10%	
11.	Loss of toes with the exception of large toe		3% for each toe	
12.	Loss of all toes of one foot		25%	
13.	Total loss of eyesight		100%	
14.	Loss of sight in one eye		30%	
15.	Total loss of speech		100%	
16.	Total loss of hearing		60%	
17.	Loss of hearing in one ear		20%	

- 3) refund of the costs incurred within the Republic of Poland, associated with the purchase of orthopedic equipment and auxiliary materials – up to 10% of the sum insured, but not more than 10,000 PLN.
 2. In the case of injuries to upper limbs of left-handed persons, the amount of benefit is determined as for the right upper limb.
 3. A permanent bodily injury is defined solely as the types of bodily injuries of the insured person, named in section 1 in the table of benefits, caused by accident covered by insurance. A permanent bodily injury is defined as total loss of organs named in the table, or total loss of function in these organs.
- § 12. Regardless of benefits covered by the insurance contract, PZU SA refunds the insured person the necessary and documented expenses incurred for transport within the Republic of Poland to doctors designated by PZU SA, or to clinical observation, as well as the costs of medical test commissioned by the doctors designated by PZU SA, which are required to justify the claims.

Exclusions of liability

- § 13.1. The liability of PZU SA does not cover the consequences of accidents, which arose:
- 1) when the insured drove a vehicle without having a required valid document authorizing him/her to drive the vehicle, drove in a state of intoxication or after consumption of alcohol, pursuant to the provisions of the law on upbringing in sobriety and preventing alcoholism; in a state after the use of drugs, intoxicants, psychotropic substances or replacement substances, pursuant to the regulations on preventing drug addiction; driving a vehicle other than engine-propelled vehicle on an internal road or outside the roadway of a public road is not considered as an act of driving the vehicle without required documents if the insured person is not yet 18 years old; the roadway is defined as the part of public road designated for traffic of engine-propelled vehicles,
 - 2) due to the insured being in a state of intoxication, or in a state after the use of drugs, intoxicants, psychotropic substances or replacement substances, according to the regulations on preventing drug addiction, unless that state of intoxication or after substance abuse had no influence on the existence of the event,
 - 3) as a result of the insured's participation in bets, fights (with the exception of acting in necessary self-defense) and with relation to crime or attempted crime, suicide or purposeful self-mutilation,
 - 4) with relation to suicide committed or attempted by an insured who is over 17 years old,
 - 5) as a result of poisoning caused by consumption of alcohol, use of drugs, intoxicants, psychotropic substances or replacement substances, according to the regulations on preventing drug addiction,
 - 6) as a result of epileptic seizures,
 - 7) due to loss of consciousness caused by a disease,
 - 8) as a result of bodily injuries caused by treatment and medical procedures, regardless of who performed these procedures, unless the treatment applied to direct results of accident,

- 9) in the course of performance of work associated with higher risk, unless that risk was included in the insurance contract for the payment of additional premium,
 - 10) as a result of professional practicing of sports, unless that risk was included in the insurance contract for the payment of additional premium,
 - 11) as a result of practicing of high-risk sports, unless that risk was included in the insurance contract for the payment of additional premium,
 - 12) as a result of the insured's participation in strikes, riots, disturbances, protest actions, road blockades or sabotage,
 - 13) due to disasters which caused nuclear or chemical contamination, or irradiation,
 - 14) due to acts of terrorism, unless that risk was included in the insurance contract for the payment of additional premium,
 - 15) due to acts of war, martial law or state of emergency occurring or imposed in the Republic of Poland.
2. The liability of PZU SA does not include occupational diseases, tropical diseases as well as all other diseases or illnesses, even such ones which occur suddenly.
 3. The liability of PZU SA does not cover compensation for endured pain, physical and moral suffering or compensation for lost profits; nor does it cover compensation for incurred material damages including the loss, damage to or destruction of an object.

Procedure in the event of accident

- § 14. In case of an accident, the insured is obliged to:
- 1) attempt to alleviate the results of the accident by immediately seeking medical care and following the recommended treatment,
 - 2) notify PZU SA of the accident, by delivering:
 - a) an accurately completed accident notification form, with special attention devoted to the circumstances of the accident,
 - b) documents necessary to establish the justification for the claim and the amount of the benefit, that is: medical documentation, original invoices and original proofs of payment, document authorizing to drive the vehicle;
 - 3) enable PZU SA to obtain information tied to circumstances listed in item 2, and especially to obtain information from physicians who took or are still taking care of the insured,
 - 4) upon the request of PZU SA the insured should undergo medical examination by doctors designated by PZU SA, additional medical tests or clinical observation.
2. In case of death of the insured – the named beneficiary is also obliged to present a copy of the death certificate and a document which confirms his/her identity. In the case of lack of a named beneficiary – the family member who requests the compensation is also obliged to present appropriate official documents which confirm the relationship with the insured.

Determination and payment of compensation

- § 15.1. The justification for claim under the accidents insurance is established after ascertaining that there

exists a normal cause-and-effect relationship between the accident and death or permanent damage to health. The liability includes also negative consequences of treating the direct consequences of accidents, which cause permanent damage to health.

2. Establishment of the normal cause-and-effect relationship, which is named in section 1, and the degree (percentage) of permanent disturbance of health is done within the territory of the Republic of Poland, on the basis of medical documentation provided by the insured or beneficiary, or results of examination conducted by the adjudicating doctors, designated by PZU SA
- § 16.1. The degree (percentage) of permanent damage to health should be determined upon completion of treatment, taking into account the period of rehabilitation recommended by the doctor.
2. In case where the insured leaves the territory of the Republic of Poland before the completion of treatment, the degree (percentage) of permanent damage to health and the level of benefit is done on the basis of medical documentation sent by the insured.
 3. In case of serious injuries which require a long period of treatment, the degree of permanent damage to health should be determined at the latest within the 12th month from the date of accident. A later change in the degree of permanent damage to health (improvement or worsening of the condition) does not constitute grounds to change the amount of the benefit.
- § 17.1. Under option I – degree of permanent damage to health is established by the adjudicating doctors of PZU SA, on the basis of the current „Table of norms for assessment of percentage of permanent damage to health, applied by PZU SA”. Upon demand of the insuring party, the insured or the beneficiary, PZU SA makes this table available for inspection at its organizational units.
2. Under option II – the amount of benefit for permanent damage to health is determined on the basis of the table of benefits, presented in § 11 section 1.
- § 18. When establishing the degree (percentage) of permanent damage to health, the type of work, occupation or actions performed by the insured are not taken into consideration.
- § 19. In case of loss or damage to an organ or system whose functions were impaired before the accident due to illness or permanent disability, the degree (percentage) of permanent damage to health is determined as the difference between the degree (percentage) of permanent damage of the given organ or system after the accident, and the degree (percentage) of disability which existed directly before the accident.
- § 20.1. If due to the accident covered the insured sustains more than one bodily injury, the amount of benefit tied to the permanent damage to health consists of the sum of benefits due for each bodily injury, but not more than the total sum insured in case of 100% permanent damage to health.
2. The rule set forth in section 1 is applied also in the case where several accidents occur during the period of insurance.
- § 21. The benefit for permanent damage to health or death of the insured is paid provided that the permanent damage to health or death occurred within 12 months from the date of the accident or event covered by the insurance contract.

§ 22. If PZU SA pays benefit for a permanent damage to health and next, within 12 months from the date of accident, the injured person dies as a result of the accident, PZU SA pays to the beneficiary the death benefit only if it is higher than the compensation paid earlier to the beneficiary. Payment of death-related benefit is made less the amount paid for permanent damage to health.

§ 23.1. In case of death of the insured not caused by the accident, and before the insured received compensation for permanent damage to health, PZU SA pays the benefit for the permanent damage to health to the heirs of the insured. If the permanent damage 1 was not determined before the death of the insured, the probable degree of permanent damage is assessed by the adjudicating doctors designated by PZU SA, on the basis of submitted medical documentation.

2. The beneficiary is not entitled to compensation for permanent damage to health if the accident is reported after the death of the insured.

§ 24.1. The costs of a single purchase of orthopedic equipment and auxiliary materials are subject to refund if they had been incurred as a result of an accident; and have not been covered from other insurance or another title and provided that they have been incurred within 12 months from the date of the accident covered by the contract.

2. The refund of these costs is made on the basis of original invoices and original proofs of payment, up to the amount of actual costs, but not more than the amount resulting from the insurance contract.

CHAPTER III MEDICAL EXPENSES INSURANCE

Object and scope of insurance

§ 25. The object of insurance are the costs of medical treatment of the insured, who had to undergo treatment due to sudden illness or accident occurring within the Republic of Poland during the insurance period.

§ 26. The insurance contract covers the following medical costs:

1) outpatient treatment, that is medical consultations, necessary medication and dressings prescribed by the doctor, outpatient procedures, additional tests commissioned by the doctor (X-ray, ECG, ultrasound or basic lab tests) necessary to diagnose or treat the disease, in an amount not exceeding 20% of the sum insured, but not more than 5,000 PLN per a single event,

2) hospitalization, that is, treatment, procedures and surgical procedures, which could not be postponed until the insured returned to his/her country of residence, due to their lifesaving, sudden or urgent nature,

as well as the following costs:

3) medical transport of the insured from the location of accident or sudden illness to a hospital or outpatient clinic within the Republic of Poland,

4) transport to the location of the insured's residence after providing medical assistance, if the medical transport was prescribed by the attending physician responsible for treatment of the insured within the Republic of Poland,

5) transport of the insured to the place of permanent residence or a medical care center in the country of permanent residence, in an amount up to 50% of the sum insured, but not more than 15 000 PLN. The insured is entitled to such transport in cases where due to his/her health condition the previously planned means of transport cannot be used. Transport is performed after the insured is provided with necessary medical care, enabling the continuation of treatment in the country of permanent residence. The transport of the insured is performed with a means of transport adapted to his/her health condition, recommended by the physician responsible for treatment of the insured within the Republic of Poland,

6) visit of a relative, provided there exists a written recommendation of the physician responsible for treatment of the insured within the Republic of Poland.

If the insured is hospitalized in the Republic of Poland for a period longer than 7 days, and he/she was not accompanied in travel by any person of legal age, PZU SA organizes and covers the costs of return transport (railway or bus ticket, or if rail/bus travel would last more than 12 hours – airline ticket in economy class) for one relative or another person residing in the country of the insured's permanent residence, or for another person residing within the Republic of Poland, such person being designated by the insured.

7) costs of hotel accommodation for the relative or other person accompanying the insured during travel.

If the insured is hospitalized after the originally planned date of return to the place of permanent residence, and he/she is accompanied by relatives or other insured persons, and the event occurred during the period of insurance, PZU SA covers the costs of hotel accommodation for one person accompanying the insured during travel and designated by the insured, who remains with the insured until the time his/her medical condition allows for transport to the place of permanent residence, or a medical care center in the country of permanent residence of the insured. Those costs are refunded up to the amount of 200 PLN per one day, for a maximum of 5 days,

8) transport of the corpse to the place of permanent residence of the insured, or costs of burial in the Republic of Poland, including costs of purchasing the coffin, in an amount up to 50% of the sum insured, but not more than 15 000 PLN.

§ 27. The costs described in § 26 sections 1–7 are paid by the insured, and PZU SA refunds them on the basis of submitted documentation, necessary to establish justification for the claim and amount of the compensation. Costs of transport of the corpse, or burial, are refunded by PZU SA to the person who incurred them.

Sum insured

§ 28.1. The sum insured for medical insurance is defined by PZU SA in agreement with the insuring party, and ranges from 10,000 PLN to 50,000 PLN.

2. The sum is the upper limit of PZU SA's liability and refers to all accidents or sudden illnesses occurring during the period of insurance.
3. During the term of the insurance contract, the sum insured may not change.

Exclusions of liability

§ 29.1. The liability of PZU SA does not cover the costs of treatment, transportation and other benefits defined in the insurance policy, which arose due to, or as result of:

- 1) treatment of chronic diseases, their acute status and complications, including diseases for which the insured was hospitalized within 12 months before concluding the insurance contract,
- 2) treatment not tied to a sudden illness or accident,
- 3) travels for planned medical treatment, and complications tied to that treatment,
- 4) epilepsy, mental disorders, behavioral disorders, including neuroses,
- 5) treatment of sexually transmitted diseases, AIDS, treatment of conditions tied to HIV carrier state,
- 6) treatment at sanatorium, including sanatorium hospitals and spas, preventive medicine, physiotherapy, heliotherapy,
- 7) accidents or other health disorders caused purposefully by the insured, including the consequences of suicide or attempted suicide, or self-mutilation by the insured,
- 8) due to the insured being in a state of intoxication, or in a state after the use of drugs, intoxicants, psychotropic substances or replacement substances, according to the regulations on preventing drug addiction, unless that state of intoxication or after substance abuse had no influence on the existence of the event,
- 9) when the insured drove a vehicle without having a required valid document authorizing him/her to drive the vehicle, drove in a state of intoxication or after consumption of alcohol, pursuant to the provisions of the law on upbringing in sobriety and preventing alcoholism; in a state after the use of drugs, intoxicants, psychotropic substances or replacement substances, pursuant to the regulations on preventing drug addiction; driving a vehicle other than engine-propelled vehicle on an internal road or outside the roadway of a public road is not considered as an act of driving the vehicle without required documents if the insured person is not yet 18 years old; the roadway is defined as the part of public road designated for traffic of engine-propelled vehicles,
- 10) self-treatment or treatment carried out by a physician who is an immediate relative of the insured, tests and services which are not performed by a hospital, a physician or a nurse,
- 11) tests which are not necessary to diagnose or treat the disease, checkup tests and preventive vaccinations,
- 12) dental treatment,
- 13) purchase and repair of prostheses (including dentures), glasses and auxiliary materials,
- 14) costs of plastic surgery and procedures performed for aesthetical reasons,
- 15) pregnancy and all its consequences and complications, miscarriage, delivery, with the exception of a single medical consultation

and the related necessary transport to medical care center, where the upper limit of PZU SA's liability for the said benefits amounts to 400 PLN,

- 16) artificial insemination or any other form of treatment for infertility or reduced fertility, as well as the costs of contraceptive medication,
- 17) as a result of poisoning caused by consumption of alcohol, use of drugs, intoxicants, psychotropic substances or other similar substances, according to the regulations on preventing drug addiction,
- 18) accidents resulting to participation in bets, crimes or fights, with the exception of acting in necessary self-defense,
- 19) treatment outsider the territory of the Republic of Poland, including continuation of treatment commenced in Poland,
- 20) nuclear and chemical contamination, or radioactive and ionizing radiation,
- 21) hostilities, martial law, state of emergency, riots, disturbances and social unrest, acts of violence, terrorism and sabotage,
- 22) epidemics, of which the authorities of the Republic of Poland informed in the media, and natural disasters,
- 23) acts of terrorism, unless that risk was included in the insurance contract for the payment of additional premium,
- 24) costs of treating sudden illnesses and accidents tied to:
 - a) performing work associated with higher risk, unless that risk was included in the insurance contract for the payment of additional premium,
 - b) professional practicing of sports, unless additional premium was paid,
 - c) amateur practicing of high-risk sports, unless additional premium was paid.

Determination and payment of benefits

§ 30. In the case of lodging claims regarding refund of treatment costs, costs of transport or other benefits under the insurance contract, the insured is obliged to:

- 1) deliver to PZU SA document confirming the conclusion of insurance contract (the policy) and an accurately completed damage notification form,
- 2) present documentation necessary to establish justification for the claim: medical documentation together with diagnosis, original invoices, original proofs of payment and original proofs of applied treatment method and procedures, driver's license,
- 3) enable PZU SA to obtain information on the health condition of the insured and the course of treatment from the physicians who took or are still taking care of the insured, as well as all information tied to the circumstances of the accident.

CHAPTER IV CIVIL LIABILITY INSURANCE IN PRIVATE LIFE

Object and scope of insurance

§ 31.1. PZU SA provides insurance coverage for the insured when, with relation to activities performed in private

- life during his/her stay in the Republic of Poland, the insured as a result of a tort (liability in tort), is obliged to repair a personal or material damage to a third party.
2. The liability of PZU SA covers civil liability of the insured for damages arising from events occurring within the duration of the insurance period, even if the claimants reported the damages after that period, but before the end of the period of limitation.
 3. The insurance covers civil liability for damages caused within the territory of the Republic of Poland.

Guarantee sum

- § 32.1. The guarantee sum is defined by PZU SA in agreement with the insuring party, and ranges from 10,000 PLN to 200,000 PLN.
2. Guarantee sum, defined in the insurance contract, is the upper limit of PZU SA's liability for damages arising with relation to all events which occurred during the insurance period.
 3. Under the guarantee sum, PZU SA is obliged to:
 - 1) cover the costs of remuneration for experts appointed pursuant to the approval of PZU SA, to determine the circumstances or scope of the damage,
 - 2) refund costs resulting from the application of measures undertaken to prevent the damage or reduce its scope, if those measures were justified even if they turned out to be ineffective,
 - 3) cover the necessary costs of court defense against a third party claim in a litigation conducted in agreement with PZU SA,
 - 4) cover the costs of conciliatory proceedings, conducted with relation to the claim for compensation, provided that PZU SA approved it.
 4. PZU SA shall not be liable for damages whose total value, tied to a single event, does not exceed 100 PLN (integral franchise).
 5. Every payment of compensation or costs listed in section 3 causes the guarantee sum to be decreased by the disbursed amount.
 6. Subject to the approval of PZU SA, the insuring party may supplement the guarantee sum, by paying an additional premium.

Exclusions of liability

- § 33. PZU SA shall not be liable for damages:
- 1) caused on purpose,
 - 2) caused to the relatives of the insured,
 - 3) including the payment of any financial penalties, administrative and court fines, taxes, public and legal dues,
 - 4) caused in a state of intoxication, or in a state after the use of drugs, intoxicants, psychotropic substances or other similar substances, according to the regulations on preventing drug addiction,
 - 5) resulting from the performance of profession, or conducting business activity,
 - 6) arising as a result of hostilities, martial law or a state of emergency participation in strikes, riots, disturbances, protest actions, road blockades, acts of terrorism or sabotage,
 - 7) covered by the system of mandatory insurance,
 - 8) caused to the natural environment by its pollution and caused to the stand of forests and parks,

- 9) caused by nuclear energy and radioactive contamination,
- 10) including the destruction, damage to, loss or theft of cash, works of art, jewelry, objects made of precious metals and stones, securities, all kinds of documents, data carriers and valuable collections,
- 11) arising to property which the insured used on the basis of a contract for use, lease, rental, lending for use, safe-keeping etc,
- 12) tied to owning and using firearms,
- 13) resulting from professional practicing of sports,
- 14) resulting from amateur practicing of high-risk sports,
- 15) resulting from the transfer of contagious disease,
- 16) tied to the breach of personal rights, other than those listed in § 31 section 1, and intellectual property rights.

Obligations of the insuring party or the insured in the event of a damage

- § 34.1. In case of an event which may lead to claims of the injured party, the insuring party or the insured is obliged to establish the circumstances of the accident.
2. The insuring party or the insured is obliged to notify PZU SA of the damage within 7 days from becoming aware of it, and to follow the instructions of PZU SA.
 3. In case when the insuring party/ the insured receives the claim for compensation, the insuring party/ the insured is obliged to notify PZU SA of this fact immediately – at the latest, within 7 days from receipt of claim.
 4. The insuring party/ the insured is obliged to provide PZU SA with all explanations regarding the event; provide all available proofs needed to ascertain the circumstances of the accident and scope of the damage and to conduct explanatory proceedings.
 5. If the injured party files a litigation for compensation against the insured, in such case the insuring party or the insured is obliged to notify PZU SA of this fact immediately – at the latest, within 7 days from receiving copy of the claim.
 6. The insuring party or the insured is obliged to deliver the court verdict to PZU SA within a timeframe sufficient to make decisions regarding potential measures of appeal.
 7. The satisfaction or acknowledgement by the insured of the claim to repair damage, which is covered by insurance, does not have legal effects for PZU SA, if PZU SA did not express its prior approval for it.
 8. In case of breaching by intentional fault, or gross negligence, the duty to notify PZU SA of the insurance event within the deadline set forth in section 2, PZU SA may reduce the compensation accordingly, if the breach contributed to increase the damage, or made it impossible for PZU SA to establish the circumstances and outcomes of the accident. The consequences of not notifying PZU SA of the insurance accident do not occur if within the deadline specified in section 2, PZU SA received notice of circumstances which should have been communicated to it.

Determination and payment of compensation

- § 35. If the injured party is entitled to compensation both in the form of single payment and annuities, PZU SA satisfies them from the binding guarantee sum in the following order:

- 1) single benefit,
- 2) temporary pension,
- 3) life annuities.

CHAPTER V JOINT PROVISIONS

Insurance contract Start and end date for liability

- § 36.1. The insurance contract is concluded on the basis of the application and data submitted by the insuring party
2. The insuring party may conclude the insurance contract on behalf of another person (on behalf of the insured). The insuring party is obliged to pay the insurance premium. The insurance document is issued to the insuring party.
 3. Charges which influence the liability of PZU SA may also be raised by PZU SA against the insured.
 4. The insured may demand that PZU SA provides him/her information on the provisions of the concluded insurance contract and on the general conditions for insurance, in the scope in which they pertain to the rights and obligations of the insured.
 5. The insuring party is obliged to inform PZU SA of all the circumstances known to him about which PZU SA asked in the offer form (application) or in other letters, before the conclusion of the insurance contract. If the insuring party concludes the insurance contract via a representative, this obligation applies also to the representative and covers circumstances known to him/her. If PZU SA concluded the insurance contract despite lack of answers to some of the questions, the omitted circumstances are treated as irrelevant.
 6. Within the duration of the insurance contract, the insuring party is obliged to inform PZU SA of any changes to the circumstances described in section 5, immediately after becoming aware of them.
 7. In case of concluding insurance contract on someone's behalf, obligations set forth in section 5 and 6 bear upon both the insuring party and the insured, unless the insured was unaware of the contract concluded on his/her behalf.
 8. PZU SA shall not be liable for outcomes of circumstances, which under breach of sections 5-7 have not been communicated to it. If the breach of provisions of sections 5-7 was caused by intentional fault, in case of any doubts it is assumed that the accident provided for under the contract and its outcomes result from the circumstances described in the preceding sentence.
- § 37. The conclusion of insurance contract is confirmed by PZU SA with the policy.
- § 38.1. The insurance contract may be concluded for a period from 1 day to 1 year.
2. The insurance contract is concluded in the form of individual, family or group contract.
 3. The insuring party may conclude the family insurance contract on behalf of his/her relatives. In the case of concluding a contract for family insurance, which covers the insured and his/her relatives – the same scope of insurance is applied to all the persons insured, and the sums insured or guarantee sum refer to each of the insured persons separately.
 4. In case of concluding a group insurance contract, if not otherwise agreed, the insuring party is obliged to attach to the insurance contract a list containing the first and last names, dates of birth, national identification numbers PESEL and the addresses of residence of the persons covered by insurance. The scope of insurance, sums insured or guarantee sums under group insurance are the same for all insured persons.
- § 39. In case of concluding insurance contract on someone's behalf (on behalf of the insured) in the case of an individual insurance contract, if the person for whom the insurance contract is concluded is already staying within the Republic of Poland, the liability of PZU SA commences at the earliest after 7 days following the day of concluding the insurance contract and payment of premium.
- § 40.1. Liability of PZU SA, subject to provisions of section 2, commences not earlier than after the insured crosses the border of the Republic of Poland:
- a) from the day named in the insurance policy as the start date for the insurance period, but not earlier than on the day following the conclusion of the insurance contract and the payment of premium or its first installment, unless otherwise agreed,
 - b) on the day and hour of concluding the insurance contract – in case of concluding the insurance contract at the border crossing.
2. In case of concluding insurance contract for a person staying within the Republic of Poland, the liability of PZU SA commences in line with provisions of § 39.
- § 41.1. The insurance contract may be extended for the next insurance period, many times before the end of the original insurance period, by stating the number of policy and period of insurance and by payment of additional premium. The total period of insurance may not be longer than 1 year.
2. Extension of insurance period may be done also on someone's behalf. In that case, the limitation provided for under § 39 does not apply.
 3. When extending the insurance contract, PZU SA is not liable for the continuation of treatment of diseases and consequences of accidents which occurred during the period previous insurance period.
 4. Extension of insurance contract is not done in case of annual insurance periods.
- § 42. The insurance coverage expires:
- 1) at the time the insured leaves the Republic of Poland, but not later than at 24:00 hours of the last day of the period stated in the insurance document as the end period of the insurance,
 - 2) after exhausting the sum insured or the guarantee sum,
 - 3) after death of the insured,
 - 4) on the date the insuring party withdraws from the insurance contract,
 - 5) upon the expiry of the insurance period, defined in the insurance document,
 - 6) on the day the insuring party is handed the statement of PZU SA on termination of contract with immediate effect in case where PZU SA is liable before the payment of premium, and the premium was not paid on time,
 - 7) after 7 days from the date the insuring party received the notice to pay the subsequent installment of premium, sent after its due date, with the information that lack of payment within 7 days from notice delivery would cause termination of liability,

- 8) on the day the other party receives the notice of contract termination with immediate effect in the case described in § 46 section 5.

Withdrawal from the contract

- § 43.1. If the insurance contract is concluded for a period longer than 6 months, the insuring party may withdraw from the contract with 30 days' notice; and in the case when the insuring party is an entrepreneur, within 7 days from the date of concluding the contract.
2. Withdrawal from the contract does not reveal the insuring party from the duty to pay the premium for the period during which PZU SA provided insurance coverage
- § 44. The insuring party may withdraw from the concluded insurance contract, regardless of the period for which the contract was concluded, if that withdrawal occurs before the commencement of the period of insurance coverage, defined in the insurance policy.

Insurance premium

- § 45.1. The insurance premium for the period of liability of PZU SA is set in PLN, on the basis of the premium tariff as at the day of concluding the insurance contract.
2. The amount of the insurance premium is determined depending on:
 - 1) the sum insured or the guarantee sum,
 - 2) the insurance period,
 - 3) scope of the insurance,
 - 4) purpose of the travel,
 - 5) type of insurance contract,
 - 6) number of insured persons,
 - 7) age of the insured in case of individual and family insurance contracts.
3. The following criteria for the reductions and increases of premium are applied to the insurance contracts:
 - 1) the increases of premium depend upon:
 - a) performing work associated with increased risk,
 - b) professional practicing of sports,
 - c) amateur practicing of high-risk sports,
 - d) inclusion of risk of acts of terror,
 - e) age of the insured under individual and family insurance contracts,
 - 2) the reductions of premium depend upon:
 - a) number of relatives participating in family insurance,
 - b) type of insurance contract,
 - c) age of the insured in case of individual and family insurance contracts.

- § 46.1. The premium is paid in a single amount at the moment of concluding the insurance contract, unless other manner and dates were set forth in the insurance document.
2. The premium is paid in cash or, subject to agreement with PZU SA, in non-cash form.
3. If the payment of premium or premium installment is made in the form of a bank transfer, the date of payment is deemed to be the date of submitting a payment order into the appropriate account of PZU SA to the bank, provided that the account of the insuring party contained enough funds to make the transfer. In any other case, the date of payment is deemed to be the date when the full amount of the premium was received in the account of PZU SA.
4. The premium is not subject to indexation.

5. In case of revealing circumstances which lead to significant change in the probability of an insurance event, each of the parties may demand an appropriate change in the level of premium, starting from the moment the said circumstance occurred, but not earlier than from the start of the current insurance period. If such request is posed, the other party may, within 14 days, terminate the contract with immediate effect.

- § 47.1. If the insuring party or the insured provided PZU SA with untrue data which affects the level of premium, the insuring party is obliged to pay the difference between the premium due to PZU SA under true circumstances, and the premium stated in the insurance contract. In case of an insurance event, the claim of PZU SA for payment of the difference in the premium becomes due immediately, and payable at the latest on the date of payment of compensation.
2. If insurance coverage expires before the end of period for which the contract had been concluded, the insuring party is entitled to a refund of premium for the unused coverage period.
3. There is no refund of premium if coverage expires due to exhausting the sum insured or the guarantee sum due to payment of one or several compensations or benefits.
4. The unused insurance coverage period is calculated from the date following the coverage termination date.
5. The premium subject to refund is calculated in proportion to the unused period of insurance coverage.
6. PZU SA effects the refund of premium upon obtaining information on the circumstances which cause the expiry of insurance coverage.

Notices and statements

- § 48.1. Notices and statements of the insured, the insuring party or PZU SA, made with relation to the insurance contract, should be made in written form.
2. If the insuring party or the insured changed the address of residence or office, and failed to inform PZU SA of this change, a letter from PZU SA sent to the last known address of residence or office of the insuring party or the insured causes legal effect as from the moment when it would have been delivered if the insuring party or the insured had not changed the address of residence or office.

Obligations of the insuring party or the insured in the event of an accident

- § 49.1. In case of an accident, the insuring party or the insured is obliged to use all means available to rescue the object of insurance and to prevent the damage or to reduce its scope.
2. In case of an accident, the insuring party or the insured is obliged to secure the opportunity for pursuing claims for compensation from persons responsible for the damage.
3. If the insuring party or the insured, due to intentional fault of gross neglect failed to comply with any of the obligations listed in sections 1, PZU SA is free from its liability for damages occurring because of this reason.
4. PZU SA is obliged to, within the limits of the sum insured or the guarantee sum, refund the costs arising from the application of measures which are described

in section 1, if those measures were justified, even if they turned out to be ineffective.

General rules for the establishment and payment of compensation

- § 50.1. The insured is entitled to benefits and compensation in amounts specified in the insurance contract.
2. PZU SA pays compensation in an amount corresponding to the actual value of damage, but not more than to the maximum amount of the sum insured or the guarantee sum, defined in the insurance contract which constitutes the upper limit of PZU SA's liability.
- § 51.1. Benefit or compensation resulting from the insurance contract is paid to the insured, and in case of his/her death, to the beneficiary.
2. The insured may at any time change the beneficiary.
 3. In case when the beneficiary is not designated, the benefit is payable to family members, in the following order:
 - 1) spouse,
 - 2) children,
 - 3) parents,
 - 4) other persons who are legal heirs of the insured.
 4. In case of lack of an entitled beneficiary, PZU SA uses the benefit first to refund the documented costs of burial to the person who incurred them, unless these costs were covered by social insurance, other insurance or another title.
- § 52. PZU SA reserves the right to seek opinion of medical consultants and to verify the documents submitted by the insured.
- § 53.1. PZU SA pays the benefit or compensation on the basis of an acknowledged claim, settlement or a valid court verdict.
2. The payment of the benefits, compensation or refund of premium is made within the territory of the Republic of Poland, in PLN. If the insured leaves the territory of the Republic of Poland, the compensation may be paid by bank transfer to a designated bank account in any country, following conversion of the due compensation, benefit or premium into the given currency according to the average exchange rate of the National Bank of Poland as at the day of issuing decision on payment of the compensation or benefit, or refund of premium.
- § 54.1. If the same object of insurance during the same period is insured against the same risk with two or more insurers, for amounts which exceed the object's insurance value, the insured may not demand a benefit exceeding the amount of damage. Among the insurers, each of them is liable in such proportion in which the individual sum insured is related to the total sums insured resulting from the double, or multiple, insurance.
2. If any of the insurance contracts named in section 1 specify that the sum paid by the insurer under the insurance may be higher than the damage suffered, the insured may demand payment of benefit in an amount exceeding the value of damage only from this insurer. In such case, to determine the liability among insurers is should be decided that in the insurance policy which is discussed in this provision, the sum insured is equal to the insurance value.
 3. Regulations contained in sections 1 and 2 do not apply to insurance for consequences of accidents.
- § 55.1. PZU SA, upon receiving notification of the accident covered by insurance, within 7 days from receiving such notification informs the insured or the insuring party, if they are not the persons making that notification and undertakes actions meant to establish the actual conditions of the event, the justification for the reported claims and amount of compensation; and also informs the person putting forth the claim in writing or in another form that this person had approved, on what documents are necessary to establish the liability of PZU SA or the amount of compensation, if this is necessary for the further course of the proceedings.
2. PZU SA is obliged to effect the benefit within 30 days from the date of receiving notification of the accident.
 3. If within the time limit determined above it is not possible to clarify all circumstances needed to establish the liability of PZU SA or the amount of compensation, the benefit should be effected within 14 days from the date when clarification of such circumstances became possible. However, the unquestioned portion of the benefit should be effected by PZU SA within the timeframe defined in section 2.
 4. If, within the timeframe defined in sections 2 and 3 PZU SA does not pay the benefit, it notifies in writing the person reporting the claim on the reasons why his/her claims cannot be satisfied, in whole or in part, and also to pay the unquestioned portion of benefit.
 5. If the benefit is not due, or is due in an amount different from the one set forth in the claim, PZU SA is obliged to inform in writing the person reporting the claim, within timeframe defined in sections 2 and 3, citing the circumstances and the legal basis justifying the refusal to pay the benefit, in whole or in part. This information should also contain the instruction on the possibility to pursue the claims in court;
 6. PZU SA provides the persons named in section 1 with information and documents which were collected in order to determine the liability of PZU SA or the amount of benefit. These persons may demand a written confirmation of the information provided by PZU SA and to make copies or photocopies of the claim documentation, together with confirmation of their compliance with the original by PZU SA.
 7. Upon demand of the insured, the beneficiary or the injured party, PZU SA is obliged to make available all information it possesses, tied to the accident or event which is the basis to determine the liability of PZU SA and to determine the circumstances of the accidents and random events, as well as the amount of compensation or benefit.
- § 56. The state of intoxication, or state after the use of drugs, intoxicants, psychotropic substances or other similar substances, according to the regulations on preventing drug addiction, as well as the authorization of the driver to drive the vehicle are evaluated pursuant to the laws of Poland.
- § 57. The person putting forth the claim is obliged to deliver appropriate documentation, described in § 14, 30 and 34 of these general conditions, in the Polish language, or as official translation into Polish made at this person's expense.

Assignment of claims to PZU SA

- § 58.1. If, with relation to a damage for which PZU SA paid compensation, the insured is entitled to claim for compensation against a third party responsible for the damage, on the day of payment of compensation

this claim is assigned to PZU SA, in an amount corresponding to the amount of compensation paid. If PZU SA covers only part of the damage, the insured has priority right to pursue his/her claims regarding the remaining part of the damages before the claims of PZU SA.

2. The claims of the insured against persons with whom the insured has a joint household are not assigned to PZU SA.
3. Upon the request of PZU SA, the insured is obliged to provide all assistance necessary to pursue claim against the third party, by providing information and documents necessary to pursue the claim.
4. If the insured backed down from his/her claims against a third party responsible for the damage without the approval of PZU SA, PZU SA may refuse to pay compensation or reduce it.
5. If the backing down from claims or their limitation is revealed after the compensation is paid, PZU SA may request the insured to return the whole compensation, or part of it.

Final provisions

§ 59.1. The insuring party, the insured or the beneficiary under the insurance contract are entitled to file a written

complaint on the performance of the insurance contract by PZU SA. The complaint should be addressed to the organizational unit of PZU SA which supervises unit to which this complaint applies. The complaint should be filed in writing through the organizational unit of PZU SA to which this complaint applies.

2. PZU SA responds to the written complaints within 30 days of the date of receiving such complaint.
 3. Irrespective of rights named in sections 1 and 2, the insuring party, the insured or the beneficiary under the insurance contract are entitled to file a written complaint to the Spokesman of the Insured.
- § 60.1. The contract for comprehensive insurance of foreigners is made out in both Polish and English language.
2. In case of any discrepancies of the language versions of the contract, the Polish version shall prevail.
- § 61. Any action for claims resulting from the insurance contract may be instituted on the basis of general provisions, or at the court appropriate for the place of residence or business of the insuring party, the insured or the beneficiary.
- § 62. These general conditions for insurance apply to all insurance contracts concluded after August 10, 2007.

PRESIDENT OF THE MANAGEMENT
BOARD OF PZU SA



Andrzej Klesyk

MEMBER OF THE MANAGEMENT
BOARD OF PZU SA



Witold Jaworski

