



**GENERAL TERMS AND CONDITIONS  
OF MEDICAL EXPENSE INSURANCE  
FOR FOREIGNERS AND POLISH CITIZENS  
WITH A PERMANENT PLACE OF RESIDENCE ABROAD  
DURING THEIR STAY IN THE REPUBLIC OF POLAND**



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# GENERAL TERMS AND CONDITIONS OF MEDICAL EXPENSE INSURANCE FOR FOREIGNERS AND POLISH CITIZENS WITH A PERMANENT PLACE OF RESIDENCE ABROAD DURING THEIR STAY IN THE REPUBLIC OF POLAND

## GENERAL PROVISIONS

### § 1

1. Pursuant to these General Terms and Conditions of Insurance, hereinafter referred to as GTC, Polskie Towarzystwo Ubezpieczeń S.A., hereinafter referred to as PTU S.A., enters into insurance contracts with natural persons, corporate bodies or other unincorporated organisational entities, hereinafter referred to as insuring parties.
2. An insurance contract may be also entered into on someone else's behalf. In such case, the provisions of GTC accordingly apply to the third party mentioned in the insurance contract on behalf of whom the insurance contract is concluded.
3. With both parties' agreement, an insurance contract may be supplemented with additional provisions or provisions different than those specified herein provided that the said provisions and any other amendments to an insurance contract in force must be made in writing under the pain of nullity.
4. Pursuant to these GTC, PTU S.A. grants an insurance to foreigners and Polish citizens with a place of permanent residence outside the Republic of Poland (hereinafter, RP) covering medical expenses incurred in the territory of the RP.

## DEFINITIONS

### § 2

The terms used herein shall have the following meanings:

- 1) **amateur winter sports training** – a form of physical activity taken by the insured during winter for relax, entertainment and recovery of psychophysical strength (excluding competitive sports), e.g. skiing, snowboarding, tobogganing, bobsleigh, ice hockey, figure skating, boilers, biathlon, curling, etc;
- 2) **fight** – a clash involving assault and battery of the participants who receive blows from each other, acting together as assailants and defenders. Joining a fight in order to restore order or public peace in connection with one's official duties and actions within the necessary defence shall not be considered participation in a fight;
- 3) **disease** – a reaction of one's body to a pathogenic factor manifesting itself in function disorder or damage to the body structure resulting in undesired symptoms, different from those of a healthy organism;
- 4) **chronic disease** – a long-lasting disease diagnosed prior to the commencement of the insurance cover which usually takes months or years (also with periods of more severe course of disease or remission) treated in a permanent or periodic way;

- 5) **country of permanent residence** – a country mentioned in the insurance application in which the insured is permitted to live or a country which the insured is a citizen of or in which the insured is covered by social insurance;
- 6) **rehabilitation treatment** – a medical therapy prescribed by a medical doctor aimed at recovery of as full psychophysical fitness of the bone structure, muscular system and nervous system as possible and elimination of psychical disorders and reactions. In these GTC, the rehabilitation treatment shall be construed so as to include rehabilitation;
- 7) **number of man-days** – a product of the number of persons insured and the number of days on which the persons are covered by insurance;
- 8) **sudden disease** – a pathogenic condition occurred in a sudden way during the period of liability of PTU S.A., in the territory of the RP, which threatens the insured person's life or health, requiring immediate medical aid, as a result of which the person insured had to be treated prior to the end of a trip;
- 9) **results of chronic diseases** – an escalation of symptoms of a chronic disease with severe course occurred in a sudden way during the period of liability of PTU S.A., in the territory of the RP, requiring immediate medical aid, as a result of which the person insured had to be treated prior to the return to the country of permanent residence;
- 10) **accident** – a sudden event occurred in the territory of the RP during the period of liability of PTU S.A., caused by an external factor as a result of which the person insured, contrary to his/her will, suffers bodily injury or health disorder causing a permanent damage to health or death of the person insured. In accordance with these GTC, an accident means also cerebral stroke and heart attack unless caused by pathogenic conditions diagnosed at an earlier time;
- 11) **open insurance policy** – a document confirming that an insurance contract has been concluded for people:
  - a) who repeatedly visit the RP during the insurance period;
  - b) who repeatedly visit the RP during the insurance period as employees of a given organisational entity for business purposes;
  - c) who visit the RP as members of organised tourist trips;
- 12) **work** – activities taken by the person insured in the territory of the RP for which usually remuneration is paid, irrespective of the legal basis of employment;
- 13) **work involving a higher risk – works performed:**
  - a) in the coal mining, mining industry (works under the ground);
  - b) in the shipbuilding industry – on construction and renovations of ships;
  - c) in metallurgy;
  - d) with explosive, radioactive and chemical substances;
  - e) as divers,
  - f) as jockeys
  - g) as drivers of vans, trucks and cisterns;
  - h) in the construction industry (e.g. work at heights);
  - i) as crane operators;
  - j) with high voltage devices;
  - k) in the oil industry (drilling platforms, drilling wells, fuel warehouses, petrol stations);
  - l) as members of mountain and water rescue services;
  - m) as breakers of racehorses;
  - n) as acrobats, stuntmen, animal tamers and other professions relating to work in a circus;

- 14) **extreme sports** – types of sports involving a greater risk than other disciplines, usually requiring extraordinary physical or psychical abilities and appropriate preparation;
- 15) **high-risk sports** – types of physical activities that involve a great accident probability for people training the same. High-risk sports also include extreme sports. High-risk sports include, without limitation, alpinism, underground alpinism, climbing, martial arts, defence sports, diving with a breathing equipment and scuba diving, rafting and other water sports trained in mountain rivers, air sports, parachuting, paragliding, gliding, kite boarding, mountain boarding, motor sports, motor boating sports and water skiing, as well as bungee jumping, B.A.S.E. jumping, parkour, competitive skiing, snowboarding, mountain biking, scooter riding, etc;
- 16) **state after use of alcohol** – condition occurring when the alcohol content in the body results in:
  - a) concentration of alcohol in blood from 0.2‰ or
  - b) alcohol content in breath from 0.1 mg in 1 dm<sup>3</sup>;
- 17) **hospital** – a health care unit providing round-the-clock care of patients involving diagnostics and treatment, using qualified medical and nursing team. In accordance with these GTC, a hospital shall not include welfare houses, hospices, addiction treatment centres and sanatoria, rehabilitation and holiday hospitals and centres;
- 18) **aid measures** – any and all components supporting the treatment process, including corsets, prostheses, orthoses, crutches, stabilisers, orthopaedic appliances, glasses, hearing aids, etc;
- 19) **permanent damage to health** – a damage to the physical fitness that causes impairment of the body function where no improvement is expected, determined by a medical doctor of PTU S.A. pursuant to the medical documents presented to him;
- 20) **insuring party** – a natural person, corporate body or unincorporated organisational entity who enters into an insurance contract and undertakes to pay the premium;
- 21) **person insured; the insured** – a natural person on behalf of whom the insurance contract is concluded;
- 22) **cerebral stroke** – a sudden disorder of brain function taking more than 24 hours caused by vascular reasons (haemorrhage, clot, embolism). In accordance with these GTC, cerebral stroke shall not include transient ischemic attacks (TIA);
- 23) **competitive sports training** – a form of physical activity involving training of sport disciplines in order to achieve maximum sport results by persons being members of any sport clubs, associations and organisations, including participation in trainings and training camps. In accordance with these GTC, competitive sports training also includes professional sports training – a kind of competitive sport which is trained to earn money;
- 24) **heart attack** – necrosis of the cardiac muscle arising from its ischemia showing electrocardiographic, biochemical symptoms and recognised during imaging examination (ECHO, computed tomography).

## SUBJECT MATTER AND SCOPE OF INSURANCE

### § 3

1. In accordance with these GTC, the subject matter of insurance includes the necessary medical expenses incurred by a person insured who had to be treated due to a sudden disease or accident when visiting the RP during the period of liability of PTU S.A.
2. **The medical expense insurance** covers documented costs incurred in connection with a sudden disease or accident:

1) **up to 100% of the sum insured:**

- a) costs of stay at a hospital, treatment and operations;
- b) costs of transport to a hospital or place of residence according to the detailed terms and conditions set forth below;

PTU S.A. shall cover the costs of transport of the patient from the RP to the place of residence in the country of permanent residence by special means of transport and at another date than planned – solely if so instructed by a medical doctor in writing.

The costs shall be covered up to the amount of costs of transport by the cheapest means of transport meeting the requirements specified by the medical doctor who issued the written instruction to transport the patient to the country of permanent residence.

The costs of transport to the country of permanent residence shall be reimbursed if they are previously accepted by PTU S.A.

- c) costs of transport of a patient from the place of accident or sudden disease to a medical establishment and costs of transport of the patient between medical establishments in the territory of the RP;
- b) costs of diagnostic examinations and costs of clinic treatment;
- e) purchase costs of the necessary medicines, dressing materials and aid measures recommended by the doctor;
- f) repair or purchase costs of glasses, prostheses and other aid measures supporting the treatment process if the necessity to purchase the same or their damage is related to a sudden disease or accident occurred during the period of liability of PTU S.A.;

2) **up to 50% of the sum insured:**

- a) costs of transport of the body of the insured to the country of permanent residence;

or

- b) costs of funeral or cremation in the territory of the RP.

If in consequence of an accident or sudden disease covered by liability of PTU S.A., the insured dies during his/her visit in the RP, PTU S.A. shall incur the costs of transport of the body to the place of funeral in the country of permanent residence. PTU S.A. shall make a decision on whether the costs of transport of the insured person's body will be covered after the official death certificate or a copy thereof is presented. In the case of funeral or cremation of the insured person's body in the territory of the RP, PTU S.A. shall cover solely the costs of funeral or cremation.

3) **travelling, maintenance and accommodation costs of an accompanying person:**

- a) PTU S.A. shall reimburse the travelling, maintenance and accommodation costs of an accompanying person up to the amount of the costs incurred and documented not exceeding 0.5% of the sum insured specified in § 7 (1) for one day and for no more than 7 days;
- b) the costs referred to in clause (a) above shall be reimbursed if incurred in connection with handling matters involving organisation of a return of the ill person to his/her country of permanent residence or in connection with accompanying the person during hospitalisation in the territory of the RP;
- c) the costs referred to in clause (a) above shall be reimbursed provided that a doctor issues a written instruction and if PTU S.A. expresses its prior written consent;

4) **costs of dental treatment** up to PLN 400 for all events occurred during the period of liability of PTU S.A.

PTU S.A. shall cover the costs of dental treatment if during the period of liability of PTU S.A. sudden pain or inflammation requiring immediate medical aid occurs.

3. An insurance contract may be entered into with a limited or full cover.
4. An insurance contract with a **limited cover** includes events that occur when working, learning or performing other activities specified in the insurance contract and on the way to/from workplace/school etc.
5. An insurance contract with a **full cover** includes events that occur when working, learning or performing other activities specified in the insurance contract, on the way to/from workplace/school etc and in private life (24-hour cover).
6. Upon the insured person's request, the scope of insurance contract entered into pursuant to these GTC may be extended by benefits specified in the clauses forming an integral part hereof.

## EXCLUSIONS OF LIABILITY OF PTU S.A.

### § 4

1. Indemnity or compensation is not available:
  - 1) to the insured in respect of whom there were medical contraindications against travelling to the RP if they affected the event covered by insurance;
  - 2) in the case of any events occurred prior to the insurance commencement date and notified during the insurance period;
  - 3) in the case of costs of treatment of chronic diseases, unless an additional insurance premium is paid;
  - 4) in the case of events occurred in connection with the performance by the insured person of a work involving a higher risk, unless an additional insurance premium is paid;
  - 5) in the case of events occurred in connection with amateur winter sports training, unless an additional insurance premium is paid;
  - 6) in the case of events occurred in connection with high-risk sports training and competitive sports training, unless an additional insurance premium is paid;
  - 7) in the case of events occurred as a result of acts contrary to the laws of the RP.
2. Furthermore, no indemnity or compensation shall be available if the event covered by insurance occurs in consequence of:
  - 1) the insured person's wilful act, including acts involving an attempt to commit or commission of an offence by the insured, suicide, self-mutilation or intentional health disorder;
  - 2) an accident that occurred when the insured was driving a motor vehicle or another vehicle in the state after use of alcohol, under the influence of drugs, psychotropic medicines or other similar substances or without the required authorisations to drive the vehicle;
  - 3) poisoning by alcohol, drugs, psychotropic medicines or similar substances;
  - 4) the insured person's acts after consumption of alcohol, drugs, psychotropic medicines or similar substances unless the consumption of alcohol, drugs, psychotropic medicines or similar substances did not affect the occurrence of the event covered by insurance, subject to clause 2;
  - 5) warfare, state of emergency, participation in protests and rallies;
  - 6) riots, fights and commotion, acts of terrorism or sabotage;
  - 7) nuclear or chemical contamination, or irradiation.
3. Furthermore, the insurance shall not cover:
  - 1) any costs incurred outside the RP;
  - 2) costs of special nutrition of the insured, even if recommended by a doctor;
  - 3) accommodation costs at hospitals and sanatoria, rehabilitation and holiday centres;

- 4) costs of childbirth that took place after 25th week of pregnancy and any costs of treatment and care of a mother and child after the childbirth, irrespective of the circumstances;
  - 5) costs of pregnancy termination;
  - 6) costs of plastic surgery;
  - 7) costs of preventive and prosthetic dental treatment;
  - 8) costs of contraceptives;
  - 9) costs that were reimbursed to the insured in connection with the same event under another insurance contract or from other sources;
  - 10) indirect, financial losses on account of loss of, damage to, or destruction of personal belongings of the insured in connection with a sudden disease or accident;
  - 11) treatment costs of results of bodily injury or health disorder caused by treatment or medical operations, irrespective of who performs them;
  - 12) unjustified costs from the medical point of view;
  - 13) rehabilitation treatment costs;
  - 14) treatment costs of people who travel for the purpose of being treated;
  - 15) treatment costs not exceeding PLN 100 (conditional franchise);
  - 16) treatment costs exceeding the costs necessary to restore the insured person's health condition enabling him/her to return to the country of permanent residence;
  - 17) treatment costs relating to psychical disorders, inborn defects;
  - 18) costs of treatment of venereal diseases, AIDS and other diseases caused by or in connection with HIV;
  - 19) costs of treatment of results of nuclear risks;
  - 20) costs of treatment of the severe acute respiratory syndrome (SARS).
4. The liability of PTU S.A. for treatment costs shall be limited to the costs which occur in the insurance period and are incurred within no more than 4 weeks from the expiry of the insurance period agreed in the insurance contract.
  5. The insurance shall not cover people who are more than 70 years old unless an additional insurance premium is paid. The limitation shall not concern people covered by insurance under a group insurance contract.
  6. The provisions of GTC regarding exclusions of the liability of PTU S.A. shall also apply to the provisions contained in the clauses extending the insurance scope referred to in § 3 (6) unless the clauses stipulate otherwise. If a clause contains an exclusion from the insurance scope, it is in addition to the exclusions provided for herein.

## **INSURANCE CONTRACT**

### **§ 5**

1. The insurance contract shall be entered into pursuant to a written application, for the period of one year or less.
2. The application should identify at least the following data:
  - 1) first name and last name (business name) and address of the insuring party;
  - 2) date of birth, PESEL or REGON of the insuring party (subject to section 14);
  - 3) first name and last name, address, country of permanent residence of the insured (subject to section 14);
  - 4) PESEL of the insured or date of birth of the insured in the case of foreigners;
  - 5) insurance period;



- 6) insurance contract form;
- 7) insurance scope;
- 8) number of people to be covered by insurance in the case of a group insurance contract.
3. The conclusion of an insurance contract with PTU S.A. shall be confirmed by an insurance policy or another insurance document.
4. During one insurance period the insured may be covered by insurance pursuant to these GTC under one insurance contract only.
5. The insuring party may enter into an insurance contract on someone else's behalf. Unless the parties agree otherwise, the person on behalf of whom the insurance contract is concluded (the insured) should be identified in the insurance contract by his/her name.
6. Upon the insured party's written request, PTU S.A. shall provide, within 14 days of the receipt of the request, information about the provisions of the insurance contract that was entered into on his/her behalf and about the general terms and conditions of insurance to the extent they affect the rights and obligations of the insured.
7. If an insurance contract is entered into on someone else's behalf, the following shall apply to the insured:
  - 1) the insured person's obligations specified in § 10 (1), (2) and (7) of these GTC, unless the insured does not know that an insurance contract has been entered into on his/her behalf;
  - 2) provisions of § 9 (4) and (7), § 10 (5), (6), (10) and (11) of these GTC.
8. The extension of the insurance scope referred to in § 3 (6) of these GTC may take place solely simultaneously with conclusion of a medical expense insurance contract pursuant to these GTC and provided that it concerns the same insurance period and insurance scope referred to in § 3 (4) and (5).
9. The provisions of these GTC shall also apply to the regulations contained in the clauses extending the insurance scope referred to in § 3 (6) unless the clauses stipulate otherwise.
10. An insurance contract may be entered into as:
  - a) an individual contract identifying a specific name;
  - b) a group contract identifying a specific name;
  - c) a group contract not identifying a specific name.
11. If an individual insurance contract is entered into for two, three or four people, all of them shall be covered by the insurance within the same insurance scope, with the same sums insured, extensions of the insurance cover, and for the same insurance period.
12. If a group insurance contract identifying or not identifying a specific name is entered into, the minimum number of persons insured is 5 and all of them are covered by insurance within the same insurance scope, with the same sums insured, extensions of the insurance cover, and for the same insurance period.
13. If a group insurance contract not identifying a specific name is entered into, all persons included in the group specified in the insurance contract forming a coherent community have to be covered by the insurance.
14. If a group insurance contract not identifying a specific name is entered into, all persons included in the group specified in the insurance contract forming a coherent community.
15. Conclusion of an insurance contract may be confirmed by an open insurance policy to be accounted for as specified in § 8 (6) and (7).

## COMMENCEMENT AND END OF LIABILITY

### § 6

1. Unless agreed otherwise, the liability of PTU S.A. shall commence after the insured crosses the border of the RP, on the day following the effective date of the insurance contract, but no earlier than the day following the payment of the premium or the first premium instalment.
2. In the case of insurance contracts entered into at a border crossing of the RP, the liability of PTU S.A. shall commence on the date and time of conclusion of the insurance contract and payment of the premium, but no earlier than after the border of the RP is crossed.
3. The liability of PTU S.A. shall end upon the expiry of the insurance period specified in the insurance policy or another insurance document.

## SUM INSURED

### § 7

1. The sum insured under the medical expense insurance in the territory of the RP shall be agreed with the insuring party and constitute the upper limit of the liability of PTU S.A. within that scope and constitute a PLN equivalent of: **EUR 10 000, EUR 20 000, EUR 30 000 or EUR 40 000.**
2. The sums insured specified in the clauses referred to in § 3 (6) form the upper limits of the liability within the insurance scope mentioned in the clauses.
3. In order to convert the sums insured into the Polish zloty, the average EUR exchange rate announced by the National Bank of Poland and applicable on the effective date of the insurance contract shall be used.
4. The sums insured referred to in sections 1 and 2 shall be reduced by each payment of indemnity or compensation under the insurance for which the sums were determined, subject to section 5.
5. The sum insured under an insurance which is taken out pursuant to a clause extending the insurance cover by personal accidents shall not be reduced by payments of compensation under the insurance.

## INSURANCE PREMIUM

### § 8

1. The insurance premium shall be calculated for the period of liability of PTU S.A.
2. The insurance premium amount shall be determined on the basis of the premium rates applicable on the effective date of the insurance contract.
3. An additional premium for the insurance which is taken out pursuant to clauses extending the insurance scope referred to in § 3 (6) shall be paid together with the premium for the medical expense insurance which is taken out pursuant to these GTC, on the dates as specified in the insurance policy.
4. The insurance premium may be paid on one-off basis, in two, four or twelve instalments.
5. The amount of the premium for the insurance which is taken out pursuant to these GTC depends on:
  - 1) insurance scope
  - 2) destination
  - 3) insurance period

- 4) sum insured
  - 5) frequency of premium payments
  - 6) number of persons insured
  - 7) individual risk assessment.
6. If an insurance contract **confirmed by an open insurance policy** is entered into, the insuring party shall be obliged to pay an advance premium within 14 days from the effective date of the insurance contract. The advance premium amount shall be calculated on the basis of the declared planned number of man-days. During the insurance period the insuring party shall be obliged to provide PTU S.A. with a list of people visiting the RP, containing information about the arrival time, on the agreed dates, but no later than on the date of arrival of the insured. The minimum advance premium amount accounts for the equivalent of the premium for 50 man-days.
  7. In the case of an insurance contract confirmed by an open insurance policy, the final settlement of the premium shall take place within 45 days of the end of the insurance period, based on the actual number of man-days. If the actual number of man-days exceeds the number declared, PTU S.A. shall inform the insuring party about the obligation to pay additional premiums. The additional premiums should be paid by the insuring party within 14 days of the receipt of the settlement from PTU S.A. If the number of actual man-days is lower than the number declared, PTU S.A. shall reimburse the insuring party for the difference.
  8. The persons in respect of whom the insuring party fails to satisfy the obligation referred to in section 6 shall not be covered by insurance.
  9. If the payment is made by a bank transfer or postal order, the payment date shall be deemed the date on which the order of crediting the account of PTU S.A. is made at a bank or post office, provided that there are sufficient funds on the insuring party's account. Otherwise, the payment date shall be deemed the day on which the account of PTU S.A. is credited with a full amount of the premium or premium instalment due.

## **WITHDRAWAL FROM AND TERMINATION OF THE INSURANCE CONTRACT**

### **§ 9**

1. If an insurance contract is concluded for more than 6 months, the insuring party shall be entitled to withdraw from the insurance contract within 30 days, and if the insuring party is a business owner, within 7 days from the effective date of the contract.
2. The withdrawal from the insurance contract shall not release the insuring party from the obligation to pay the premium for the period in which PTU S.A. grants the insurance cover.
3. If the insurance contract expires prior to the expiry of the period for which it was entered into, the insuring party shall be entitled to have the premium reimbursed for each unused day of the insurance cover, upon request.
4. An insurance contract entered into for a definite period of time may be terminated by PTU S.A. with immediate effect in the cases as specified in the applicable legal regulations and if:
  - 1) the insuring party commits an offence, if the offence is related to the conclusion or performance of the insurance contract;
  - 2) the insuring party does not consent for PTU S.A. or makes it difficult for PTU S.A. to acquire information regarding the circumstances of occurrence of the event causing the loss and its results, and if the persons taking care of the insured are not released from medical confidentiality;
  - 3) the circumstances arise for which the insurance contract provides for such effect.

5. The insuring party shall be entitled to terminate the insurance contract in writing with 30-day notice.
6. If PTU S.A. incurs liability prior to the payment of the premium or the first premium instalment and the premium or the first premium instalment is not paid on time, PTU S.A. may terminate the contract with immediate effect and demand that the premium be paid for the period in which PTU S.A. incurred liability. If not terminated, the contract shall expire at the end of the period for which the outstanding premium was to be paid.
7. If the premium is paid in instalments, the failure to pay another premium instalment on time shall result in expiry of the liability of PTU S.A. upon expiry of 7 days from the receipt by the insuring party of a written request for payment of the premium instalment along with an advice of effects of the failure to pay the premium and of the failure to pay a premium instalment within the period specified in the request. In such case, the insurance contract shall be considered terminated by the insuring party with effect on the day of expiry of the liability of PTU S.A. In such case, the period specified in section 5 shall not apply.
8. If a circumstance is revealed which results in a significant change of the probability of occurrence of an event covered by insurance, each of the parties to the insurance contract may demand that the premium amount be changed accordingly, starting from the time when the circumstance occurred, but no earlier than from the beginning of the current insurance period. If such demand is put forward, the other party to the insurance contract may terminate the contract with immediate effect within 14 days from the receipt of the demand.

## **OBLIGATIONS OF THE INSURING PARTY / PROCEDURE IN THE CASE OF OCCURRENCE OF AN EVENT COVERED BY INSURANCE**

### **§ 10**

1. The insuring party shall be obliged to inform PTU S.A. about any and all circumstances he/she knows which PTU S.A. asked the insuring party in the offer (application) form or other letters prior to the conclusion of the contract. If the insuring party enters into an insurance contract through a representative, the said obligation shall also rest with the representative and concern the circumstances known by the representative. If PTU S.A. enters into an insurance contract although certain questions are not answered, the omitted circumstances shall be considered insignificant.
2. During the term of the insurance contract the insuring party shall be obliged to inform PTU S.A. about any and all circumstances which PTU S.A. asked in the offer (application) form or other letters prior to the conclusion of the contract, immediately after the insuring party learns about such circumstances.
3. PTU S.A. shall not be liable for the effects of the circumstances which are not notified to PTU S.A. contrary to section 1 or 2. If the circumstances are not notified intentionally, in the case of doubts it is assumed that the event provided for in the contract and the consequences thereof result from the circumstances referred to in section 1 or 2.
4. The insuring party shall be obliged to inform PTU S.A. immediately about occurrence of an event covered by insurance.
5. In the case of occurrence of an event covered by insurance, the insuring party shall be obliged to use the available measures to minimise the loss and to secure the possibility to assert claims for damages against those liable for the loss. PTU S.A. shall be obliged to reimburse the insuring party, within the limits of the sum insured, for the costs arising from the application of the aforementioned measures if the measures are justified, even if they turn out to be ineffective.

6. If the insuring party intentionally fails to use the available measures to minimise the loss and fails to secure the possibility to assert claims against those liable for the loss, PTU S.A. shall be discharged from the liability for losses on that account.
7. The insuring party shall be obliged to specify a correspondence address to PTU S.A.
8. If the same subject matter of insurance is at the same time insured against the same risk with two or more insurers, the insuring party shall be obliged to inform PTU S.A. about the same in the case of occurrence of an event covered by insurance.
9. In the case of occurrence of an event covered by the medical expense insurance, the insured shall be obliged to:
  - 1) try to mitigate the effects of the event by calling medical aid immediately and by undergoing the prescribed treatment, using public health care system if possible;
  - 2) obtain medical documentation containing a medical diagnosis (disease) and justifying the necessity to undergo treatment and application of a given treatment type;
  - 3) secure the evidence related to a sudden disease or accident in order to justify the claim for reimbursement of medical expenses;
  - 4) cover, at his own expense, the costs of clinical treatment not exceeding PLN 200 – the costs shall be reimbursed after a claim is submitted to PTU S.A.;
  - 5) within 30 days from the incurring of medical expenses, but no later than within 7 days from coming back to the country of permanent residence, notify PTU S.A. of the claim for reimbursement of costs by producing original medical documents and evidence of the expenses incurred in connection with the event covered by insurance referred to in § 11;
  - 6) upon request of PTU S.A., be examined by a doctor specified by PTU S.A. or undergo clinical observation.
10. If the insuring party intentionally fails to fulfil any of the obligations referred to in section 9 and in the clauses extending the insurance scope referred to in § 3 (6) and the same affects the establishment of the circumstances of disease, accident, event or scope of the loss, PTU S.A. shall have the right to refuse to pay or accordingly reduce the indemnity or compensation.
11. Each untrue declaration or another action of the insuring party aimed at misleading PTU S.A. may result in loss of the right to obtain an indemnity or compensation.

## **DETERMINATION OF THE INDEMNITY OR COMPENSATION AMOUNT**

### **§ 11**

1. The legitimacy and amount of indemnity or compensation of medical expenses shall be established on the basis of the following evidence and documents presented by the insured or a person authorised to receive a benefit on that account:
  - 1) the evidence confirming that the insured had to be immediately treated in connection with a sudden disease or accident, containing medical diagnosis;
  - 2) original invoices and receipts of fees for hospitalisation, medical aid, sanitary transport and medicines, dressing materials and aid measures;
  - 3) original receipts of fees confirming other expenses contemplated in the insurance contract.
2. The documents forming evidence of the expenses incurred in connection with the medical aid provided to the insured should contain the following information:
  - a) first name and last name of the insured;
  - b) contact details of the medical establishment providing aid;
  - c) stamp and signature of a doctor or person authorised to represent the medical establishment;
  - d) receipt of medical expenses.

3. PTU S.A. reserves the right to verify the documents presented and to ask experts for their opinion.
4. PTU S.A. may request the insured or his/her statutory representative to express written consent for PTU S.A. to request the entities who provided medical services to the insured, in particular the doctors who took or still take medical care of the insured, to provide information in connection with verification of the information about the health condition given by the insured, in order to establish whether a given disease results from earlier conditions of the insured or whether the symptoms occurred for the first time.
5. PTU S.A. may reduce the compensation accordingly if the insuring party intentionally infringes the obligations specified in the insurance contract, if the infringement contributes to a greater loss or prevents PTU S.A. from establishing the circumstances and effects of the event covered by insurance.

## **INDEMNITY OR COMPENSATION PAYMENT**

### **§ 12**

1. PTU S.A. shall be obliged to pay the compensation within 30 days from the receipt of the notification of occurrence of an event covered by insurance.
2. If it turns out impossible within the aforementioned period to explain the circumstances necessary to establish the liability of PTU S.A. or the compensation amount, the compensation should be paid within 14 days from the day on which the explanation of the circumstances was possible with due diligence. However, PTU S.A. shall be obliged to pay the indisputable part of the compensation within the period specified in section 1 above.
3. The indemnity or compensation under an insurance contract shall be paid in the Polish zloty to the insured or a person authorised by the insured.
4. PTU S.A. shall make the due payments directly to the bank account of the doctor or medical establishment providing aid to the insured, and if the costs covered by insurance are incurred by the insured or another person, the costs shall be reimbursed to the insured or the person who incurred the costs.
5. The expenses incurred in foreign currencies shall be converted into the Polish zloty as per the average foreign exchange rate announced by the National Bank of Poland applicable on the indemnity calculation date.
6. The costs shall be reimbursed in the order of precedence in which the documents confirming the costs are delivered to PTU S.A.
7. If no compensation is due in the light of the facts established, PTU S.A. shall inform the insured or the person authorised by the insured in writing within the period specified in section 1 and shall mention the circumstances and the legal basis justifying the refusal to pay an indemnity or compensation.

## RECOURSE CLAIMS

### § 13

1. On the day of payment of indemnity by PTU S.A. the insured person's claim against a third party liable for the loss shall pass by virtue of law onto PTU S.A. up to the amount of the indemnity. If PTU S.A. covers a part of the loss only, the insured shall have precedence over PTU S.A. to satisfy the remaining part of his/her claim.
2. The insured person's claims against persons living together with the insured shall not pass onto PTU S.A. unless the perpetrator causes a loss on purpose.
3. If the insured waives a claim against a third party liable for the loss or limits the same without the consent of PTU S.A., PTU S.A. shall be entitled to refuse to pay or reduce the compensation or indemnity. If the waiver or limitation of the claim is revealed after the compensation has been paid, PTU S.A. may demand the insured to refund the entire or any part of the compensation or indemnity.
4. If only the insured or his/her heir may bring an action for procedural reasons, he/she shall be obliged, if so requested by PTU S.A., to give the necessary powers of attorney ad litem and submit the applications and declarations required under the laws of a given country and to authorise PTU S.A. to receive the awarded amounts and compensation, interest and costs of proceedings.

## FINAL PROVISIONS

### § 14

1. Any and all notices and declarations made by the parties to an insurance contract in connection with the conclusion and course of the insurance contract should be made in writing.
2. Should any of the parties to the insurance contract change its correspondence address and fail to inform the other, the notices or declarations posted by registered mail to the last correspondence address of the other party shall have legal effects from the time they would reach the other party, should it not have changed the correspondence address.
3. Any and all complaints, applications and grievances made by the insuring party or the insured shall be examined by the Director of a relevant local organisational unit of PTU S.A. The Director shall express his/her opinion in writing within 14 days of the receipt of the complaint, application or grievance.
4. If the insuring party or the insured does not agree with the opinion presented by the Director of a local organisational unit of PTU S.A., he/she may file an application for examination of the matter to a relevant organisational unit of the Headquarters of PTU S.A. via the Director.
5. The relevant organisational unit of the Headquarters of PTU S.A. shall express its opinion in writing within 30 days of the receipt of the application, complaint or grievance.
6. The insuring party or the insured shall be entitled to assert his/her claims before a court, irrespective of the right to demand that the matter be examined again.
7. An action for claims arising from an insurance contract may be brought either according to the regulations on general jurisdiction or to a court having jurisdiction over the place of residence or registered office of the insuring party or the insured.

## § 15

1. In issues not governed by these general terms and conditions of insurance, the provisions of the Polish Civil Code and the act on insurance business shall apply.
2. These GTC have been approved by resolution of the Board of Directors of PTU S.A. No 90/2010 dated September 2nd, 2010, shall enter into force on October 1st, 2010 and apply to insurance contracts concluded thereafter.



**CLAUSE NO 1**  
**TO THE GENERAL TERMS AND CONDITIONS**  
**OF MEDICAL EXPENSE INSURANCE**  
**FOR FOREIGNERS AND POLISH CITIZENS**  
**WITH A PERMANENT PLACE OF RESIDENCE ABROAD**  
**DURING THEIR STAY IN THE REPUBLIC OF POLAND**  
**PERSONAL ACCIDENT INSURANCE**

**SUBJECT MATTER AND SCOPE OF INSURANCE**

**§ 1**

1. Provided that an insurance contract is entered into pursuant to the General Terms and Conditions of Medical Expense Insurance for foreigners and Polish citizens with a permanent place of residence abroad during their stay in the Republic of Poland (hereinafter, RP) and provided that an additional premium is paid, pursuant to this clause the insurance scope shall be extended by additional benefits on account of personal accidents.
2. The insurance contract covers personal accidents occurred during the period of liability of PTU S.A., during the insured party's stay in the territory of the RP.
3. Upon the insuring party's request and provided that an additional premium is paid, pursuant to this clause the insurance scope may be extended by losses occurred in connection with:
  - a) amateur winter sports training;
  - b) competitive sports training or high-risk sports training;
  - c) performance of works involving a higher risk by the insured.

**§ 2**

The terms used in this clause shall have the following meanings:

- 1) **"Table of standards of percentage damage to health"** – list of damage and the percentage range of damage to health ascribed to it. The table may be viewed in each organisational entity of PTU S.A. and at [www.ptu.pl](http://www.ptu.pl);
- 2) **beneficiary** – person authorised to receive compensation in the case of death of the insured. If no beneficiary is appointed, the compensation is due to the insured person's family members according to the following order of precedence:
  - a) spouse
  - b) children
  - c) parents
  - d) other statutory heirs.

## **SUM INSURED**

### **§ 3**

1. The sum insured under the personal accident insurance shall be agreed with the insuring party and account for PLN 5 000, PLN 10 000, PLN 15 000 or PLN 20 000 for each event occurred during the period of liability of PTU S.A.
2. The sum referred to in section 1 shall be separate from the sum insured specified in the medical expense insurance contract referred to in § 7 (1) of GTC.

## **PROCEDURE IN THE CASE OF OCCURRENCE OF AN EVENT COVERED BY INSURANCE**

### **§ 4**

In the case of occurrence of an event covered by the personal accident insurance, the insured shall be obliged to:

- 1) try to mitigate the results of the accident by subjecting himself/herself to medical care and undergoing the prescribed treatment;
- 2) inform PTU S.A. about the occurrence of the event covered by insurance no later than within 14 days from the accident, unless in consequence of the accident the insured was unable to do so; in such case, the insured should inform PTU S.A. within 14 days of cessation of the reason for the failure to notify the loss;
- 3) provide PTU S.A. with:
  - a) medical documentation containing a medical diagnosis and justifying the necessity to undergo a given treatment type as well as documentation of the treatment;
  - b) loss notification form filled in correctly;
  - c) other documents necessary to establish the legitimacy of the claims and the compensation amount;
- 4) secure the evidence related to the accident in order to justify the claim;
- 5) enable PTU S.A. to obtain information about the circumstances of the accident, in particular from the doctors who took or still take care of the insured, to release them from the medical confidentiality when making a claim on account of the accident;
- 6) if recommended so, be examined by doctors specified by PTU S.A.

### **§ 5**

In the case of the insured party's death, the beneficiary shall be obliged to provide a copy of the records of the registry office confirming the death. If no beneficiary is appointed by the insuring party or the insured, the person applying for compensation shall be obliged to provide, in addition, the documents confirming the degree of kinship with the insured and/or confirmation of acquisition of the estate.

## COMPENSATION AMOUNT DETERMINATION AND PAYMENT

### § 6

1. The insured shall be entitled to compensation on account of permanent damage to health resulting from an accident accounting for 1% of the sum insured per each percentage of permanent damage to health, but no more than 100% of the sum insured.
2. In the case of the insured person's death in consequence of an accident, the beneficiary shall receive compensation accounting for 100% of the sum insured under the personal accident insurance.

### § 7

1. The compensation amount on account of permanent damage to health in consequence of an accident shall be established after a certifying physician appointed by PTU S.A. has determined the degree of permanent damage to health.
2. The degree of permanent damage to health shall be established in a simplified manner pursuant to the medical documents provided and the "Table of percentage damage to health" applicable at PTU S.A., without examining the person covered by insurance by a certifying physician, subject to section 3.
3. In justified cases, the degree of permanent damage to health may be determined on the basis of examinations carried out by a certifying physician appointed by PTU S.A.
4. The type and amount of compensation shall be established after it is confirmed that there is a causal relation between the accident and death or damage to health of the insured.
5. The causal relation referred to in section 4 above shall be established on the basis of the evidence mentioned in § 4 (3), (4), (5) and potential results of examinations carried out by a certifying physician appointed by PTU S.A.
6. PTU S.A. reserves the right to verify the documents delivered and to ask specialists for their opinion.
7. The degree of damage to health should be established immediately after the treatment, including rehabilitation treatment, has been finished. In the case of long-term treatment, the final degree of damage to health should be established no later than in the twelfth month following the accident.
8. When establishing the damage to health, the type of work or activities performed by the insured shall not be taken into account.
9. When establishing the degree of permanent damage to health, earlier loss of or damage to an organ or system shall be taken into account so that the degree of permanent damage to health is established as a difference between the degree ascribed to a particular organ after the accident and the degree of damage prior to the accident.
10. If the insured who had an accident dies prior to the establishment of the degree of damage to health and the death does not result from the accident, the compensation amount shall be calculated on the basis of the probable degree of damage to health specified by doctors. In such case,

the compensation shall be paid to the beneficiary.

11. If the insured receives compensation on account of damage to health and later dies in consequence of the accident, the compensation on account of death shall be paid solely if it is higher than the compensation paid to the insured on account of the damage to health upon deduction of the amount paid earlier. The compensation shall be paid provided that the insured person's death takes place within 12 months from the occurrence of an accident.
12. If the insured dies after the degree of damage to health has been established, and the death takes place in connection with the accident, the compensation not paid to the insured prior to his/her death for the damage to health shall be paid to the beneficiary.

## **FINAL PROVISIONS**

### **§ 8**

In issues not governed by the provisions of this clause, the provisions of the General Terms and Conditions of Medical Expense Insurance for foreigners and Polish citizens with permanent place of residence abroad during their stay in the Republic of Poland approved by resolution of the Board of Directors of PTU S.A. No 90/2010 dated September 2nd, 2010 shall apply.

**CLAUSE NO 2**  
**TO THE GENERAL TERMS AND CONDITIONS**  
**OF MEDICAL EXPENSE INSURANCE**  
**FOR FOREIGNERS AND POLISH CITIZENS**  
**WITH A PERMANENT PLACE OF RESIDENCE ABROAD**  
**DURING THEIR STAY IN THE REPUBLIC OF POLAND**  
**THIRD PARTY LIABILITY INSURANCE**

**SUBJECT MATTER AND SCOPE OF INSURANCE**

**§ 1**

1. Provided that an insurance contract is entered into pursuant to the General Terms and Conditions of Medical Expense Insurance for foreigners and Polish citizens with a permanent place of residence abroad during their stay in the Republic of Poland (hereinafter, RP) and provided that an additional premium is paid, pursuant to this clause the insurance scope shall be extended by the insured person's third party liability in private life.
2. Upon the insuring party's request and provided that an additional premium is paid, pursuant to this clause the liability of PTU S.A. may be extended by personal injury or injury to property occurred in connection with:
  - 1) amateur winter sports training;
  - 2) competitive sports training or high-risk sports training.

**§ 2**

The terms used in this clause shall have the following meanings:

- 1) **personal injury** – bodily injury, health disorder, death;
- 2) **injury to property** – damage to or destruction of objects;
- 3) **aggrieved party** – each person who has not entered into an insurance contract pursuant to this clause, in respect of whom the insured incurs liability for a loss.

**§ 3**

1. The insurance shall cover the third party liability of the insured and people for whom the insured is responsible in connection with activities performed in private life.
2. PTU S.A. grants an insurance cover for the insured person's third party liability for personal injury and injury to property caused to the aggrieved party during the period of liability of PTU S.A. in the territory of the RP.
3. In addition to the payment of the indemnity due, PTU S.A. shall also cover within the limits of the guaranteed sum agreed in the insurance contract:

- 1) justified and necessary costs of activities aimed at mitigation of, or prevention of an increase in, an injury even if they turn out to be ineffective;
- 2) costs of remuneration of experts appointed in agreement with PTU S.A. in order to establish the circumstances of occurrence and scope of the injury;
- 3) necessary costs of court defence in a procedure conducted with consent of PTU S.A.

## **GUARANTEED SUM**

### **§ 4**

1. The guaranteed sum under the third party liability insurance shall account for PLN 50 000 or PLN 100 000 for each and all events covered by the insurance.
2. After compensation has been paid on account of the third party liability insurance, the guaranteed sum shall be reduced by the compensation paid.
3. The costs referred to in § 3 (3) shall be included in the guaranteed sum.

## **EXCLUSIONS OF LIABILITY OF PTU S.A.**

### **§ 5**

PTU S.A. shall not be liable for losses:

- 1) occurred during performance of work by the insured unless the occurrence of the loss is directly related to the official duties performed by the insured;
- 2) covered by the obligatory insurance;
- 3) occurred in consequence of the infringement by the insured or persons for which he/she is responsible in connection with activities performed in the private life, of personal rights, intellectual property rights or copyrights;
- 4) involving payment of any pecuniary penalties, court or administrative fines, deposits, damages due to withdrawal from a contract, public-law dues or handling fees;
- 5) involving destruction of, damage to, or loss of pecuniary values, securities, documents, data carriers, plans, jewellery, noble metals, collections, works of art, and any payment cards issued by banks;
- 6) in real property which the insured uses pursuant to a tenancy, sublease, lease, lending, use or another civil-law contract.

## **CALCULATION OF THE COMPENSATION**

### **§ 6**

1. The compensation on account of third party liability shall be paid up to the guaranteed sum referred to in § 4 (1).
2. The legitimacy of the compensation payment shall be established on the basis of the necessary documents provided by the insured, in particular those mentioned in § 11 (1) (3) GTC.

## **FINAL PROVISIONS**

### **§ 7**

In issues not governed by the provisions of this clause, the provisions of the General Terms and Conditions of Medical Expense Insurance for foreigners and Polish citizens with permanent place of residence abroad during their stay in the Republic of Poland approved by resolution of the Board of Directors of PTU S.A. No 90/2010 dated September 2nd, 2010 shall apply.