

Insurance of foreigner medical treatment costs during their stay in the area of the Republic of Poland

The document includes insurance product information

TUZ

UBEZPIECZENIA

Company: TUZ Towarzystwo Ubezpieczeń Wzajemnych

Product: Foreigner medical treatment costs during their stay in the area of the Republic of Poland

Complete information provided before concluding a contract and contract information is provided in other documents - in the insurance document (policy) and in the General terms and conditions of insurance (GTCI) of the foreigner treatment costs during their stay in the area of the Republic of Poland valid for contracts concluded on 30.07.2021 [30th of July 2021], which stipulate the detailed information on the rules for granting insurance protection.

What type of insurance it is

This is the insurance intended for individuals, legal persons or organisational units that do not have legal personality.

Insurance groups: 1 and 2 and 13 II of the insurance section, in accordance with the attachment to the Act on insurance and reinsurance activities of the 11th of September 2015.



What is the subject of insurance?

Przedmiotem ubezpieczenia są, do wyboru:

- ✓ **Insurance of medical treatment costs** of the Insured Party, who while staying in the area of the Republic of Poland, has had to immediately undergo treatment due to sudden behaviour or an accident, which has occurred during the insurance period.
The scope of the insurance includes documented costs of: diagnostic tests and outpatient procedures, hospital treatment, stay in a hospital, performed operations, purchase of necessary medicines, dressings, and auxiliary aids prescribed by a physician, transport costs of the Insured Party from the place of the accident or sudden illness to a medical center and transport of the Insured Party between medical centers in the area of the Republic of Poland, transport from a hospital or a place of residence indicated by the Insured Party; repair or purchase of prosthetic appliances, glasses, and other orthopaedic items and aids supporting the treatment process; transport of a body of the Insured Party to a country of permanent residence or burial or cremation costs in the area of the Republic of Poland; travel, maintenance and accommodation of a person assisting the Insured Party.
Once a payment of the additional premium has been made, the insurance protection shall cover the costs incurred due to an accident, when the Insured Party performed work with higher risk level and pursued amateur water and winter sports.
- ✓ **Clause no. 1 - Accident insurance**
The scope of protection includes: permanent health detriment benefit, benefit due to death as a result of personal accident.
Once a payment of the additional premium has been made, the insurance protection shall cover consequences of accidents, when the Insured Party performed work with higher risk level and pursued amateur water and winter sports.
- ✓ **Clause no. 2 - Civil liability insurance in private life**
The scope of protection includes: civil liability of the Insured Party and persons, for whom the Insured Party bears liability for damage cause to third parties due to performance of private life activities, personal injuries or damage to property inflicted to an aggrieved party by a prohibited act (tortious personal liability); the costs of activities aiming at damage reduction or prevention of its increase, even if they have turned out to be ineffective; the costs of fees of experts appointed upon a written consent of TUZ TUW in order to determine causes, circumstances or extent of the damage; the costs of court defence in the proceedings conducted upon an order or a consent of TUZ TUW.
Once a payment of the additional premium has been made, the insurance protection shall cover accidents related to pursuing amateur water and winter sports.
- ✓ A separate insurance/guarantee sum is agreed for each of the aforementioned insurances.



Czego nie obejmuje ubezpieczenie?

- ✗ **In the scope of treatment costs and the Clause no. 1 - accident insurance:**
 - dental treatment costs over the value of 10 Euro,
 - insurance accidents, which have occurred due to pursuing of high risk sports and pursuing competitive and professional sports,
 - insurance accidents, which have occurred due to pursuing amateur water and winter sports, performing work with increased risk level by the Insured Party, unless the additional premium has been paid,
 - insurance protection does not cover persons, whose age is over 70 years old, unless the additional premium has been paid.
- ✗ **In the scope of the Clause no. 2 - civil liability insurance in private life:**
insurance accidents, which have occurred due to pursuing of high risk sports and pursuing competitive and professional sports,
Insurance accidents, which have occurred due to pursuing amateur winter and water sports, unless the additional premium has been paid.



What are the limitations of insurance protection?

TUZ TUW is not liable for insurance accidents (general exclusions related to all insurance types):

- ! caused intentionally by the Insured Party; no compensation is payable in the case of gross negligence, unless payment of compensation is in accordance with the fairness under the given circumstances.
- ! inflicted intentionally by a close person,
- ! an act based on attempting to commit or committing an offence, a suicide, a self-mutilation or intentional causing of a health disorder by the Insured Party,
- ! driving a motor vehicle or another vehicle or operating machines without required licences by the Insured Party,
- ! under the influence of alcohol, after using narcotic drugs, psychotropic substances or equivalents in the understanding of the provisions of the Act on Counteracting Drug Addiction of the 29th of July 2005, if it has caused damage,
- ! acts of war, martial law, state of emergency, lockout, any military actions,
- ! participation of the Insured Party in protest marches and rallies, strikes, riots, fights, uprisings, acts of terror or sabotage,
- ! participation of the Insured Party in motor vehicle competitions: including rallies, trial runs and test drives, and stunt jobs,
- ! using materials, pyrotechnic or explosive products by the Insured Party,
- ! using firearms and participation in hunting by the Insured Party,
- ! acting against local law and local government bans,
- ! nuclear, chemical contamination or irradiation.

In the scope of the insurance of medical treatment costs, covering of the following cases is excluded from liability of TUZ TUW:

- ! treatment costs incurred outside the Republic of Poland,
 - ! expenses incurred on special nutrition of the Insured Party, even if it has been recommended by the physician,
 - ! costs of stay and treatment in sanatoriums and health resorts,
 - ! costs of labour, which has taken place after the 25th week of pregnancy and all costs related to treatment and taking care of a mother and a child after labour,
 - ! costs related to pregnancy and all its consequences,
 - ! costs of abortion and costs of contraceptives,
 - ! costs of plastic operations,
 - ! costs of prophylactic and prosthetic dental treatment, costs of dentures, crowns, orthodontic devices, bridges, dental scaling or costs related to tooth decay treatment,
 - ! treatment costs in the scope, in which they have been covered due to the same accident from another insurance contract or other sources,
 - ! treatment costs of consequences of bodily injuries or health disorder caused by treatment and treatment procedures, regardless of the fact, who has performed them,
 - ! unjustified costs on the basis of medical knowledge indications,
 - ! costs of rehabilitation treatment,
 - ! treatment costs, if the purpose of a trip to the Republic of Poland is to undergo treatment,
 - ! treatment costs, the value of which does not exceed PLN 100 (integral franchise),
 - ! treatment costs exceeding the scope necessary to restore health condition of the Insured Party enabling his or her return to a country of permanent residence,
 - ! treatment costs of chronic diseases and their consequences,
 - ! treatment costs of tropical diseases, mental disorders, birth defects,
 - ! treatment costs of sexually transmitted diseases, AIDS, and other diseases caused by or related to HIV virus,
 - ! treatment costs of diseases caused by epidemic, pandemic;
 - ! treatment costs related to practicing competitive sports or pursuing high-risk sports and professional sports,
 - ! treatment costs of severe acute respiratory syndrome (sars),
 - ! treatment costs related to performing work with increased risk level by the Insured Party, unless the additional premium has been paid,
 - ! conducting examinations necessary for diagnosis or treatment of a disease, control tests, and obtaining medical certificates and making prophylactic vaccinations.
- Moreover, insurance protection excludes covering treatment costs when:
- ! there have been medical contraindications for the Insured Party to travel to the Republic of Poland, if it has had impact on occurrence of an insurance event, unless the Insured Party has not known about these contraindications,
 - ! treatment in the Republic of Poland includes diseases diagnosed by a physician before covering the Insured Party with insurance protection and their consequences or diseases treated before starting the insurance period, together with consequences of these diseases.

In the scope of the Clause no. 1 - accident insurance, accidents excluded for liability of TUZ TUW caused by:

- ! all diseases or disease conditions, even these, which have occurred suddenly,
- ! bodily injuries caused by treatment or treatment procedures, regardless of the fact, who has performed them,
- ! undergoing treatment or medical procedures by the Insured Party, unless their conducting has been related to treatment of consequences of an accident and it has been ordered by a physician,
- ! diseases, including infections, viruses, occupational diseases,

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- ! diseases resulting from addiction to psychoactive substances and other diseases, even the ones which have occurred suddenly or revealed after an accident,
 - ! loss of consciousness, seizures, epileptic seizures, damage of discs,
 - ! heart attacks and cerebral strokes,
 - ! poisoning with solid or fluid substances, which have entered the organism by respiratory tract, alimentary tract, through the skin.
- In the scope of the Clause no. 2 - civil liability insurance in private life, TUZ TUW is not liable for damage:**
- ! inflicted to close persons of the Insured Party,
 - ! inflicted to another Insured Party within the framework of the same insurance contract, caused due to activities resulting from performing a profession, voluntary service, and apprenticeships, running a business or agritourist activity or performing a function in bodies of legal persons and other organisational units,
 - ! caused as a result of breaching personal rights or intellectual property rights,
 - ! based on payment of all types of financial penalties, court or administrative fines, contractual amounts (including deposits and compensations due to withdrawal from a contract) and public-law liabilities,
 - ! based on destroying, damaging or losing monetary values, securities, documents, data carriers, plans, jewellery, precious metals, sets and collections, works of art, as well as payment and credit cards issued by banks,
 - ! based on occurrence of pure financial losses i.e. losses, which is neither personal injury nor damage to property,
 - ! in movable properties, which the Insured Party has used on the basis of a rental, subrental, lease, loan, usage contract or another civil-law contract,
 - ! resulting from ownership, driving, using any motor vehicles, aircrafts and watercrafts, working and agricultural machines (exclusion does not relate to: bicycles, bicycle carts, muscle-driven wheelchairs floating equipment for personal use),
 - ! caused in the natural environment,
 - ! resulting from transmitting infections or infectious diseases to other persons by the Insured Party,
 - ! caused by normal wear and tear of property during its use or its excessive load and use in the manner non-compliant with its intended use,
 - ! covered by the mandatory insurance system,
 - ! resulting from assuming responsibility for damage in broader scope by the Insured Party than it follows from the legal provisions,
 - ! occurring while performing activities other than private life activities
- Moreover, insurance protection does not cover cases of damage, which occur during: pursuing amateur winter and water sports, unless the additional premium has been paid, practicing competitive and professional sports or pursuing high-risk sports.



Where is the insurance valid?

The area of the Republic of Poland



What are the obligations of the insured person?

Insurer's Obligations

Obligations at the beginning of the contract

- payment of the insurance premium

Obligations of the Insurer and the Insured Party (if they have known about conclusion of an insurance contract for them)

Obligations during the contract term

- reporting changes of circumstances, about which the Insurer informed TUZ TUW before conclusion of an insurance contract, immediately on learning on them

Obligations in the case of occurrence of an insurance event, the Insured Party is obliged to:

- notify TUZ TUW immediately, not later than within 14 days from the day of an insurance event or obtaining information about damage caused, with reservation of separate provisions, if they are provided in individual additional Clauses,
- use all measures, which he or she has access to in order to reduce extent of damage and also secure the possibility of pursuing compensatory claims towards persons responsible for damage,
- submit a completed damage report form to TUZ TUW,
- submit other documents to TUZ TUW, which have been indicated to the Insured or the Insured Party during damage settlement, necessary to agree legitimacy of claims and the amount of benefit or compensation.

Moreover, in the scope of insurance on treatment costs and consequences of accidents (the clause no. 1):

- try to mitigate effects of an insurance event by getting medical aid immediately and undergoing recommended treatment, taking benefit, if possible, of public health service,
- obtain medical documentation stating a diagnosis (medical diagnosis) and justifying the necessity of undergoing treatment and conducting a given treatment method,
- secure proof related to sudden behaviour or an accident in order to justify a claim for reimbursement of treatment costs,
- release physicians, who have provided or provide medical care over the Insured Party, from the obligation of maintaining medical secrecy - in the scope necessary to obtain information related to verification of the data on health condition of the Insured Party provided by him or her, by making adequate statement (e.g. At the time of reporting a claim),
- make it possible for TUZ TUW to obtain information related to circumstances of an insurance event,
- cover outpatient treatment costs on your own, if their total value does not exceed the equivalent of PLN 200 - reimbursement of these costs takes place after reporting a claim to TUZ TUW,

in the scope of the clause no. 2 - insurance of personal liability in private life:

- submit to TUZ TUW the decision on discontinuation of the proceedings initiated in the case of damage or an extract of a final and binding court order within the time limit enabling TUZ TUW to take position on possible further proceedings,
- not later than during 7 days after learning on initiated criminal or civil proceedings related to damage caused, notify TUZ TUW about it immediately.



How and when should a premium be paid?

The premium is paid once for individuals.

The premium can be divided into 2 *instalments* for legal persons.

Payment of a premium or an instalment of a premium in the amount lower than the one resulting from the insurance contract is not considered as payment of the premium.

Payment dates:

The Insured Party pays a premium or its first instalment at the time of concluding the insurance contract, unless it has been agreed otherwise in the insurance contract.

The deadline for payment of the premium or the first and other instalments and their amount, in case the insurance is divided into instalments, is specified in the insurance document.



When does insurance protection start and end?

The beginning and end of insurance period is specified in the insurance document.

Liability of TUZ TUW due to concluded insurance contract starts from: the day indicated in the insurance contract as the beginning of the insurance period, however, not earlier than from the latest of the *[following]* dates:

- a) the next day after the date of concluding the insurance contract,
- b) the next day after paying a premium or its first instalment,
- c) the day of crossing the border of the Republic of Poland, with the reservation of point d),
- d) in the case of insurance contracts concluded on the border crossing of the Republic of Poland, the liability of TUZ TUW starts from the day and time *[hour]* of concluding the insurance contract and paying a premium,

however, not earlier than from the moment of crossing the border of the Republic of Poland.

If the insurance contract specifies the payment date of a premium or its first instalment falling on the day, on which the insurance period indicated in the insurance contract starts, liability of TUZ TUW commences from the day indicated in the insurance period as the beginning of the insurance period.

If TUZ TUW bears liability even before payment of a premium or its first instalment and the premium or its first instalment has not been paid on time yet, TUZ TUW can terminate the contract with immediate effect and request payment of the premium for the period, for which it has been liable. If the contract has not been terminated, it expires at the end of the period, for which the unpaid premium falls.

In the case of paying the premium in instalments, failure to make a payment on the date of the next instalment indicated in the insurance document causes a cessation of liability of TUZ TUW, insofar as after the lapse of the time limit TUZ TUW has requested the Insurer to make a payment of the instalment of the premium with the risk that failure to make a payment within 7 days from the day of receiving the request for payment shall cause cessation of liability.

Liability of TUZ TUW ceases at the time of expiry of the insurance contract and in the cases indicated in § 8, 9, 10 of GTCI.

Insurance protection expires:

- upon the lapse of the last day of the insurance period, for which the insurance contract has been concluded,
- on the day of withdrawing from the insurance contract under § 8 of GTCI,
- on the day of terminating the insurance contract under § 9 of GTCI,
- on the day of terminating the insurance contract with immediate effect by TUZ TUW or upon the lapse of the period, for which the unpaid premium or its first instalment falls, in accordance with § 7 item 3 of GTCI,
- upon the lapse of 7 days, counting from the date of receiving the request for payment of the overdue instalment of the premium by the Insurer, referred to in § 7 item 4 of GTCI,
- on the day specified in the agreement of the parties in accordance with § 9 item 3 of GTCI, at the time when the insurance amount has been exhausted.



How to terminate a contract?

By submitting the written declaration of intent to the address of the registered office of TUZ TUW or an insurance agent acting on behalf of TUZ TUW.

Termination of the insurance contract upon request of the Insurer can take place in the case of:

- withdrawing from the insurance contract within 30 days (and when the Insurer is a company within 7 days) from the day of concluding a contract, if the insurance contract has been concluded for the period longer than 6 months and if at the latest at the time of concluding the insurance contract, TUZ TUW has not informed the Insurer being a consumer about the right of withdrawing from the contract, the time limit of 30 days starts on the day, on which the Insurer being a consumer has learned about this right,
- terminating with immediate effect within the time limit of 14 days from receiving from the other party the request to change the premium as a result of disclosing circumstances, which involves substantial change of damage occurrence probability,
- terminating the contract while maintaining the 30-day notice period,
- in the mode of agreement between the parties. Termination of the insurance contract by agreement of the parties is possible before the end of the insurance period, if termination of this contract aims at concluding subsequent insurance contracts with TUZ TUW for the same insurance period and on the basis of the same general conditions of insurance (the so-called compensation of insurance periods),
- is the insurance contract is concluded by using the means of distant communication, the Insurer being a consumer can withdraw from the insurance contract without providing any cause, by submitting the statement in writing, within the time limit of 39 days from the day of notifying him or her about concluding the contract or from the day of providing him or her with information, which should be transferred to a consumer on the basis of provisions related to conclusion of distant contracts, if this date is later. The deadline is considered as met, if a statement has been sent before its lapse.