



**GENERAL INSURANCE CONDITIONS
OF THE FOREIGNER MEDICAL
TREATMENT COSTSDURING THEIR
STAY IN THE AREA OF THE
REPUBLIC OF POLAND**

Information on general provisions of the insurance terms and conditions of the foreigner medical treatment costs during their stay in the area of the Republic of Poland, in accordance with art. 17 item 1 of the Act on insurance and reinsurance activities (Journal of Laws 2015, item 1844)

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General provisions**§ 1**

1. These General terms and conditions of the insurance of foreigner medical treatments costs during their stay in the area of the Republic of Poland, hereinafter referred to as GTCI ["GTCI" - abbreviation from the phrase: "general terms and conditions of the insurance"] apply to insurance contracts concluded between TUZ Towarzystwo Ubezpieczeń Wzajemnych [company name left in the original form] with the registered office in Warsaw, ul. Domaniewska 41, 02 – 672 Warszawa [Warsaw], entered into the register of entrepreneurs of the National Court Register conducted by the District Court for the capital city of Warsaw in Warsaw, XIII [13th] Economic Division of the National Court Register under the number KRS 0000171062, hereinafter referred to as "TUZ TUW" and individuals, legal persons or other organisational units that do not have legal personality, to whom the act grants legal personality.
2. The insurance contract can be concluded on someone else's account (on account of the Insured Party). In such a case the provisions of GTCI apply to the Insured Party respectively. The Insurer is obliged to pay a premium.
3. The Insured Party can request from TUZ TUW to be provided with information on provisions of the concluded contract and GTCI in the scope, in which they relate to his or her rights and obligations.
4. By agreement of the parties the insurance contract can be supplemented by additional provisions or different provisions than the ones agreed
5. in these GTCI and amendments to the insurance contract, which has already been concluded, under the condition of preparing them in writing under pain of nullity.
6. In the cases, which have not been regulated in these GTCI, the adequate provisions of the Act - the Civil Code of the 23rd of April 1964 and the Act on insurance and reinsurance activities of the 11th of September 2015 shall apply to the insurance contract.

General definitions**§ 2**

The terms used in these GTCI mean [the following]:

1. **act of terror** - illegal action or act organised from ideological, religious, political or social reasons, individual or group, conducted by persons acting independently or for or on behalf of any organisation or government, directed against persons, objects or a society, with the aim of having impact on government, creating chaos, threatening people or disorganizing public life by using violence or threat of using violence;
2. **fight** - physical fight of at least two persons, during which these persons attack each other and defend, where each participant of this fight acknowledges voluntarily and intentionally accepts the role of an attacker with the role of a person defending himself or herself;
3. **disease** - organism reaction for activity of the pathogenic factor manifesting with disorders of functions or damages of organism structure, causing adverse reactions, other than in the case of correct functioning of a healthy organism.
4. **chronic disease** - a disease diagnosed before commencement of the insurance protection, which has long-term course, usually lasts for months or years, is treated continuously or periodically;
5. **foreigner** - an individual, who does not have Polish citizenship. A foreigner, who is a citizen of two or more countries is treated as a citizen of this country, the travel document of which constitutes the basis of entry into the area of the Republic of Poland;
6. **integral franchise** - the amount, to the level of which TUZ TUW is not liable for damage occurred;
7. **country of permanent residence** - the country indicated in the insurance application, in which the Insured Party has a settlement permit or the

country, the citizenship of which the Insured Party has or in which he or she is covered by the social insurance;

8. **Customer** - an individual or a legal person or an organisational unit that is not a legal person, to whom the legal provisions grant legal capacity that takes benefit of or has used or plans to use the services rendered by TUZ TUW;
9. **rehabilitation treatment** - medical therapy recommended by a physician, aiming at restoring possibly the best psychophysical fitness of the organism, rehabilitation is also considered as rehabilitation;
10. **sudden illness** - medical condition, which suddenly occurs in the area of the Republic of Poland in the period of liability of TUZ TUW, which poses a risk to health or life of the Insured Party, requiring provision of immediate medical aid, therefore, it has been necessary to undergo treatment before coming back to the country of permanent residence;
11. **consequences of chronic diseases** - occurring suddenly, in the period of liability of TUZ TUW, in the territory of the Republic of Poland, intensification of symptoms of a chronic disease with acute course, requiring provision of immediate medical aid, therefore, it has been necessary to undergo treatment before coming back to the country of permanent residence;
12. **accident** - a sudden event invoked by an external cause, not resulting from the health condition, due to which the Insured Party has experienced bodily injuries, health disorder, causing permanent health impairment or death;
13. **close person** - a person, who stays in one household with the Insured Person i.e.:
 - a) a spouse or a cohabitant,
 - b) children, a stepson, adopted or foster children,
 - c) parents, a stepfather, a stepmother, parents-in-law, an adoptive parent,
 - d) grandparents, grandchildren, siblings, sons-in-law, sons;
14. **compensation** - the amount, which TUZ TUW is obliged to pay out to the Insured Party or a third person for damage to property occurring as a result of an insurance accident;
15. **hospital stay** - stay of the Insured Party in a clinic or a hospital, lasting without breaks, not shorter than 24 h, the registration day is assumed as the first day of stay, whereas the day of discharge from the hospital - is considered as the last day [of stay]; a calendar day is taken as a day of stay in a hospital, irrespective of the fact, how much time his or her stay has lasted on a given day;
16. **work** - performance of activities by the Insured Party, for which he or she usually receives remuneration, regardless of the legal basis for employment, as well as non-gainful [non-profit] activity, in particular, such as: voluntary services, internships, apprenticeships, and professional training courses;
17. **work with increased risk level** - performance of work:
 - a) in mining, coal mines, with explosive, pyrotechnic, radioactive and chemical materials, products;
 - b) in shipbuilding, armaments, metal industry, metallurgy;
 - c) in petroleum industry (drilling platforms, drilling shafts, fuel depots, petrol stations);
 - d) with high voltage devices;
 - e) in construction, inter alia, work at heights, of operators of lifting devices [cranes];
 - f) of drivers of delivery trucks, trucks, and cisterns;
 - g) on deep-sea vessels, trawlers, factory ships, divers;
 - h) in mountain and water rescue services;
 - i) of racing horse riders, jockeys;
 - j) of acrobats, stuntmen, tamers and other professions related to work in a circus;
18. **injured party** - each person who is not in the insurance relationship under

- the civil liability insurance contract, towards whom the Insured Party bears liability for the inflicted damage;
19. **claim** - a request directed to TUZ TUW by a Customer, being an individual (the Insurer, the Insured Party, a beneficiary or a person authorised from the insurance contract), in which the Customer reports reservations related to services rendered by TUZ TUW;
 20. **complaint** - a request submitted by a Customer, with exclusion of matters covered by the subjective and objective scope reserved for Claims, related to negligence or undue performance of obligations by TUZ TUW or insurance agents, with whom TUZ TUW cooperates;
 21. **competitive sports** - sport pursued in competition to achieve the best results during sports events, as well as each sport practised professionally, including exercises and rivalry on trainings;
 22. **professional sports** - sport pursued by the Insured Party against remuneration, as well as such sport, for practising of which he or she gets allowance, financial awards or other property benefit;
 23. **high-risk sports** - abseiling, alpinism, underground mountaineering, ballooning, bobsleigh, bungee, base jumping, downhill Mtb, heli-skiing, heli-snowboarding, cycling, including mountain bike on the area with many obstacles (moguls, ruts, ["skocznie" - probable spelling mistake of "skocznie" - "take-offs"] or on specially prepared routes (except for tourist and bicycle paths), kiteboarding, kite-skiing, kite-snowboarding, hunting, paragliding, parkour, rugby, parachuting, speleology, air sports, motorboat racing, within sports sections, gliding, indoor climbing, ice climbing, high mountain climbing, competitive skiing or snowboarding off the designated routes, expeditions to places characterized by extreme climatic or natural conditions, expeditions to mountain or upland areas at the height of over 5500 m above sea level;
 24. **amateur sports** - sports activity, the aim of which is to relax or entertain:
 - a) water sports: surfing, water skiing, rowing, sailing, kitesurfing, diving by using breathing devices and sport diving, mountain canoeing, freediving, wakeboarding, mountain canoeing [repeated phrase], rafting;
 - b) winter sports: ice boating, hockey, skating, skiing, snowboarding, tobogganing;
 25. **damage** - personal damage or damage to property in the understanding of these GTCI;
 26. **personal damage** - damage being a consequence of an insurance accident causing: death, bodily injury or health disorder with direct causal link with death, bodily injury or health disorder;
 27. **damage to property** - damage being a consequence of an insurance accident based on destruction, damage or loss of an object [property] and losses incurred by the same injured party with direct causal link with destruction, damage or loss of an object [property];
 28. **hospital** - public or non-public health care institution, operating in accordance with national legal provisions, the task of which is to provide diagnostics and medical care 24 hours a day with qualified medical personnel; in the understanding of GTCI, the following [institutions] are not considered as a hospital: nursing homes, sanatoriums, hospices, rehabilitation, recreation, addiction treatment centers and departments, as well as senatorial hospitals and one-day hospitals;
 29. **auxiliary and orthopaedic aids** - aids necessary in the treatment process supporting restoring full psychophysical fitness of the organism, recommended by a physician;
 30. **benefit** - the amount, which TUZ TUW is obliged to pay out to the Insured Party in the case of acknowledging a claim occurring as a result of an accident, which is covered by insurance protection;
 31. **The table of norms for assessing the grade of permanent health impairment** - the document including the list of bodily impairments with associated complications and the corresponding percentage range of impairment for a specific impairment recommended by the Polish Association of Insurance Medicine [Polish original association name: Polskie Stowarzyszenie Medycyny Ubezpieczeniowej]. The table is available on the website www.tuz.pl;
 32. **permanent health impairment** - bodily injury or health disorder, causing impairment of body functions not promising improvement;
 33. **Insurer** - an individual, a legal person or another organisational unit that does not have legal personality, concluding an insurance contract and obliged to pay a premium;
 34. **Insured Party** - a foreigner, for whom an insurance contract has been concluded;
 35. **distance insurance contract** - a contract concluded with the Insured Party, being a customer without simultaneous presence of the parties, by using one or more means of distance communication;
 36. **Authorised person** - a person entitled to receive compensation or insurance benefit in the case of death of the Insured Party, indicated by his or her name by the Insured Party and in the case of failing to indicate the Authorised person or of the Authorised person has died before the day of the death of the insured party or if the Authorised person has lost his or her right to the insurance benefit, the insurance benefit shall be granted to the family members of the insured party in the following order:
 - a) to a spouse;
 - b) to children in equal parts - due to lack of a spouse;
 - c) to parents in equal parts - due to lack of a spouse and children;
 - d) to siblings in equal parts - due to lack of a spouse, children, and parents;
 - e) due to the lack of the aforementioned persons - on general principles, in accordance with the provisions of the Civil Code;
 37. **insurance accident:**
 - a) in the insurance of treatment costs - a sudden illness or an accident;
 - b) in the accident insurance - an accident;
 - c) in the civil liability insurance in private life - act or omission of the Insured Party, as a result of which damage is caused.

Object and scope of insurance

§ 3

1. The object of insurance constitutes treatment costs of the Insured Party, necessary on the basis of medical knowledge indications, who while staying in the area of the Republic of Poland, has had to undergo treatment immediately due to a sudden illness or an accident occurring during the insurance period.
2. The scope of insurance covers documented treatment costs occurring due to a sudden illness or an accident:
 - 1) costs of diagnostic tests and costs of outpatient procedures,
 - 2) costs of hospital treatment, hospital stay, performed operations,
 - 3) costs of purchasing medicines, dressings and auxiliary aids recommended by a physician,
 - 4) costs of transport of the Insured Party from the place of accident or a sudden illness to a medical center and costs of transport of the Insured Party between medical centers in the area of the Republic of Poland, if health condition of the Insured Person requires it,
 - 5) costs of transport to a hospital or a place of residence indicated by the Insured Party, with the reservation [that]:
 - a) TUZ TUW covers costs of transport of the Insured Party from the Republic of Poland to a hospital or a place of residence in a country of permanent stay with special means of transport and on a date other than the planned term - only in the case of a written recommendation by a physician. These costs are covered up to

the level of costs of transport by means meeting the conditions specified by a physician giving a written order to transport him or her to the country of permanent residence. A prior consent of TUZ TUW is required to acknowledge costs of transport of the Insured Party;

- b) if the Insured Party organises his or her own transport, under the condition of obtaining a consent of TUZ TUW, the costs incurred within the sum of insurance of treatment costs are refunded, however, only up to the amount of costs, which TUZ TUW would have incurred, if it had organised such transport itself;
- 6) costs of repair or purchase of dentures, glasses, and other auxiliary i orthopaedic aids supporting the treatment process, if it is necessary to purchase them or their damage has been related with a sudden illness or an accident occurring during the insurance period,
- 7) costs of transport of a body of the Insured Party to his or her country of permanent residence or necessary burial or cremation costs in the area of the Republic of Poland:
 - a) if the Insured Party has died during his or her stay in the Republic of Poland as a result of an accident or a sudden illness, TUZ TUW shall cover costs of transport of the body to the place of burial in the country of permanent residence,
 - b) in the case of covering costs of transport of the body of the Insured Party to the place of burial in the country of permanent residence, TUZ TUW refunds the costs of transporting the body of the Insured Party to the place of burial in the country of permanent residence up to the amount of costs, which TUZ TUW would have incurred, when ordering transport of the body to the country of permanent residence in the Polish company dealing with transport of bodies,
 - c) in the case of a burial or cremation of the body of the Insured Party in the area of the Republic of Poland, TUZ TUW covers only the costs of a burial or a cremation.
- 8) costs of travel, maintenance and accommodation of an person assisting the Insured Party:
 - a) TUZ TUW covers the documented costs of maintenance and accommodation of one person accompanying the Insured Party in the area of the Republic of Poland, in the amount not higher than 0.5% of the insurance sum for one day and no longer than for 7 days, for one and all insurance events;
 - b) the costs, referred to in letter a) are covered under the condition of obtaining a written recommendation of a physician and a prior consent of TUZ TUW, unless the Insured Party is hospitalised in the area of the Republic of Poland for the period of at least 7 days and these costs have been incurred due to settlement of matters related to return of the Insured Party to the country of permanent residence or due to the fact of accompanying him or her during hospitalisation in the area of the Republic of Poland;
- 9) dental treatment costs, up to the amount of 100 Euro for one and all insurance events. TUZ TUW covers dental treatment costs only in the case of occurrence of acute painful or inflammatory conditions in the Insured Party requiring provision of immediate medical aid.

§ 4

1. At the request of the Insurer, after payment of the additional premium under condition of concluding the insurance contract in the scope, referred to in § 3, insurance protection can be extended with the following additional clauses, constituting an integral part of these GTCI:
 - 1) Clause no. 1 - Accident insurance;
 - 2) Clause no. 2 - Civil liability insurance in private life.
2. The provisions of GTCI shall apply in the scope not regulated by the

provisions of these Clauses. In the case of convergence of provisions of the Clauses and GTCI, precedence of application shall lie in provisions of the Clauses.

General exclusions of liability

§ 5

1. TUZ TUW does not cover with insurance protection these insurance accidents, which have occurred as a result of:
 - 1) being caused intentionally by the Insurer; no compensation is payable in the case of gross negligence, unless payment of compensation is in accordance with the fairness under the given circumstances,
 - 2) inflicted intentionally by a close person,
 - 3) 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,
 - 4) driving a motor vehicle or another vehicle or operating machines without required licences by the Insured Party,
 - 5) 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,
 - 6) acts of war, martial law, state of emergency, lockout, any military actions,
 - 7) participation of the Insured Party in protest marches and rallies, strikes, riots, fights, uproars, acts of terror or sabotage,
 - 8) participation of the Insured Party in motor vehicle competitions: including rallies, trial runs and test drives, and stunt jobs,
 - 9) using materials, pyrotechnic or explosive products by the Insured Party,
 - 10) using firearms and participation in hunting by the Insured Party,
 - 11) acting against local law and local government bans,
 - 12) nuclear, chemical contamination or irradiation.
2. Moreover, compensation or benefit is not granted, of an insurance event has taken place:
 - 1) due to pursuing of high-risk sports, as well as practising competitive and professional sports,
 - 2) due to performing work with increased risk level by the Insured Party, unless the additional premium has been paid;
 - 3) due to pursuing amateur winter and water sports defined in § item 24, unless the additional premium has been paid.
3. Insurance protection does not cover persons, whose age is over 70 years old, unless the additional premium has been paid, with exclusion of persons covered by insurance protection under a contract concluded in the group form.
4. The provisions of the item 1, 2, and 3 shall also apply to additional Clauses, unless it follows otherwise from their provisions. If only liabilities are provided in the Clauses, they supplement exclusions contained in GTCI.
5. TUZ TUW applies exclusions or limitations of its liability, if there is an adequate causal link between an insurance accident or damage and the circumstance indicated in provisions related to a given exclusion or limitation of liability, i.e. when an insurance event or damage is a typical, normal consequence of the mentioned circumstance.
6. As regards insurance of treatment costs, TUZ TUW does not cover with insurance protection:
 - 1) treatment costs incurred outside the Republic of Poland;
 - 2) expenses incurred on special nutrition of the Insured Party, even if it has been recommended by the physician;
 - 3) costs of stay and treatment in sanatoriums and health resorts;
 - 4) 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;

- 5) costs related to pregnancy and all its consequences;
 - 6) costs of abortion and costs of contraceptives;
 - 7) costs of plastic operations;
 - 8) costs of prophylactic and prosthetic dental treatment, costs of dentures, crowns, orthodontic devices, bridges, dental scaling or costs related to tooth decay treatment;
 - 9) treatment costs in the scope, in which they have been covered due to the same accident from another insurance contract or other sources;
 - 10) treatment costs of consequences of bodily injuries or health disorder caused by treatment and treatment procedures, regardless of the fact, who has performed them;
 - 11) unjustified costs on the basis of medical knowledge indications;
 - 12) costs of rehabilitation treatment;
 - 13) treatment costs, if the purpose of a trip to the Republic of Poland is to undergo treatment;
 - 14) treatment costs, the value of which does not exceed PLN 100 (integral franchise);
 - 15) 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;
 - 16) treatment costs of chronic diseases and their consequences;
 - 17) treatment costs of tropical diseases, mental disorders, birth defects;
 - 18) treatment costs of sexually transmitted diseases, AIDS, and other diseases caused by or related to HIV virus;
 - 19) treatment costs of diseases caused by epidemic, pandemic;
 - 20) treatment costs related to practicing competitive sports or pursuing high-risk sports and professional sports;
 - 21) treatment costs of severe acute respiratory syndrome (sars);
 - 22) treatment costs related to performing work with increased risk level by the Insured Party, unless the additional premium has been paid;
 - 23) conducting examinations necessary for diagnosis or treatment of a disease, control tests, and obtaining medical certificates and making prophylactic vaccinations.
7. Moreover, insurance protection excludes covering costs of treatment, if:
- 1) 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;
 - 2) 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.

Insurance contract

§ 6

1. The insurance contract is concluded on the basis of information provided by the Insurer in the insurance application, which constitutes an integral part of the insurance contract.
2. This information can be provided to TUZ TUW by the Insurer through means of distance communication. The information, referred to above include, in particular, the [following] data:
 - 1) the insurance period;
 - 2) the scope of insurance;
 - 3) the data of the Insurer, as well as the data related to a third person, if the insurance contract is to be concluded for this person;
 - 4) the insurance sum;
 - 5) the objective of staying in the area of the Republic of Poland;
 - 6) the number of insured persons, if the contract is to be concluded in

the group form.

3. TUZ TUW confirms conclusion of the contract by the insurance document.
4. TUZ TUW can make conclusion of the insurance contract contingent upon information provided in the application and on additional information that has impact on risk assessment, for which it shall ask the Insurer.
5. If it has not been agreed otherwise, the insurance contract is concluded for 12 months.
6. The Insured Party can be covered by insurance on the basis of GTCI in the same insurance period only on the basis of one insurance contract.
7. Extension of the insurance protection scope by additional clauses specified in § 4 can take place only with simultaneous conclusion of an insurance contract in the scope of treatment costs, referred to in § 3.
8. The insurance contract can be concluded:
 - 1) individually in a personal form;
 - 2) for a group in:
 - a) a personal form;
 - b) a non-personal form.
9. In the case of concluding the insurance contract in a personal form on account of two, three or four persons, these persons shall be covered with insurance protection in the same insurance scope and the same insurance sums, claims of the insurance protection scope and the same insurance period.
10. In the case of concluding the insurance contract for a group in a personal form or in a non-personal form, the minimum number of insured persons is 5, [however] all persons are covered with insurance protection in the same insurance scope and the same insurance sums, claims of the insurance protection scope and the same insurance period.
11. In the case of concluding the insurance contract for a group in a personal form, the list with names of insured persons should be attached to the contract.
12. In the case of concluding the insurance contract for a group in a non-personal form, all persons belonging to the group specified in the insurance contract must be covered with insurance protection that constitute a homogenous community [group].
13. It is possible to conclude a distance contract. The condition for concluding a distance contract is to get acquainted with and accept the provisions of the rules specifying the principles of concluding a distance contract, GTCI and the contract conditions, as well as payment of the insurance premium or its first instalment within the agreed time.

Beginning and end of liability

§ 7

1. If it has not been agreed otherwise, liability of TUZ TUW starts from:
 - 1) 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.
2. 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.

Withdrawal from the insurance contract

§ 8

- If the insurance contract is concluded for the period longer than 6 months, the Insurer is entitled to withdraw from the insurance contract within the time limit of 30 days, whereas, in the case, when the Insurer is a company - within the time limit of 7 days from the day of concluding the contract. If at the latest at the time of conceding the contract, TUZ TUW has not informed the insurer being a customer 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. Withdrawal from the insurance contract does not release the Insurer from the obligation of paying the premium for the period, in which the insurer has granted insurance protection.
- If the insurance contract is concluded by using the means of distance communication, the Insurer being a customer can withdraw from the insurance contract without providing any cause, by submitting the statement in writing, within the time limit of 30 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 customer 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.

Termination of the insurance contract

§ 9

- Each party can terminate the insurance contract 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,
- The Insurer can terminate the insurance contract at any time while maintaining the notice period of 30 days with the effect at the end of the calendar month.
- The insurance contract can be terminated 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),
- The insurance contract can be terminated by TUZ TUW with immediate effect in the cases indicated in the legal provisions, as well as due to important reasons, which include:

- hiding or providing untrue circumstances, about which TUZ TUW has asked before concluding the contract and which have had impact on risk assessment of the insured party or the amount of due premium;
- committing an offence related to conclusion or execution of the insurance contract by the Insurer or the Insured Party, if the insurance contract is concluded on account of another person.

Termination of the insurance relationship

§ 10

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 these GTCI,
- on the day of terminating the insurance contract under § 9 of these 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 these 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 these 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.

Insurance sum

§ 11

- The insurance sum of treatment costs specified in the insurance contract constitutes the upper limit of liability of TUZ TUW.
- The insurance sum is reduced each time by the value of paid out compensation.
- The insurance sum is specified for one Insured Party.
- The average euro currency [exchange] rate specified by NBP [National Bank of Poland] and valid on the last working day preceding the day of concluding the insurance contract is assumed to determine the insurance sum in PLN.

Insurance premium

§ 12

- The premium is calculated for the period of liability of TUZ TUW on the basis of the tariff of premiums valid on the day of concluding the insurance contract.
- The level of the insurance premium is contingent upon:
 - the insurance period;
 - the scope of insurance protection;
 - the objective of staying in the area of the Republic of Poland;
 - the age of the insured party;
 - the number of insured persons.
- The Insurer pays a premium or its first instalment at the time of concluding the insurance contract, unless it has been agreed otherwise.
- Payment of the premium for insurance concluded on the basis of the Clauses 1 and 2, extending the scope of insurance protection, referred to w § 4, takes place together with payment for the premium for insurance of foreigner treatment costs in the area of the Republic of Poland.
- If payment of the premium or the instalment of the premium is made in the form of a bank transfer or a postal order, the payment date is considered as the day of making a payment in a bank or in a post office, under the

condition that sufficient funds have been on the Insurer's account. In other case, the payment date is considered as the day of crediting the full premium amount of the account of TUZ TUW.

6. Payment of a premium or an instalment of a premium in the amount lower than the one indicated in the insurance contract is not considered as payment of the premium.
7. In the case of disclosing circumstances causing significant increase of the probability of damage occurrence, TUZ TUW can increase the premium respectively, starting from the time, when this circumstance has occurred, however, not earlier than the beginning of the present insurance period. In such a case TUZ TUW shall request from the Insurer to pay the increased premium.
8. If the insurance relationship expires before the lapse of the period, for which the insurance contract has been concluded, the Insured Party is entitled to be returned the premium for each day of unused insurance protection.
9. TUZ TUW is entitled to claim payment of the premium only towards the Insurer.

Insurer's Obligations

§ 13

1. The Insurer is obliged to provide all circumstances to TUZ TUW that it knows, about which TUZ TUW has asked in the insurance form or in other documents before conclusion of the contract. If the Insurer concludes a contract through a representative, this obligation also lies on the representative and in addition, the circumstances, which he or she knows.
2. During the term of the insurance contract the Insurer is obliged to report to TUZ TUW immediately all changes of circumstances, which can have impact on increase of the probability of damage occurrence, about which TUZ TUW has asked in the insurance form or other documents before concluding the insurance contract.
3. If the insurance contract has been concluded on someone else's account, the obligations specified in item 1 and 2 of this paragraph lie both on the Insurer and also on the Insured Party, unless the Insured Party has had no knowledge about concluding the contract on his or her account.
4. TUZ TUW is not liable for the results of the circumstances, about which with breach of items 1-3 of this paragraph he or she has not been informed. If violation of items 1, 2 or 3 of this paragraph has taken place through wilful misconduct, in case of any doubts, it is assumed that the event provided for by the contract and its consequences are the result of the circumstances, referred to in the preceding sentence.
5. The Insurer is obliged to notify the Insured Party about concluding the contract on his or her account. Moreover, the Insurer is obliged to disclose to the Insured Party the information contained in the insurance contract, the text of GTCI and the mode of the proceedings in the case of occurrence of the insurance accident, in the manner agreed between them.
6. If the insurance contract has been concluded on someone else's account for a group, the Insurer is obliged to notify TUZ TUW, if the Insured Parties finance the costs of the insurance premium.
7. If the Insured Parties finance the cost of the insurance premium and the Insurer intends to make a change in this scope, then the Insurer is obliged to provide each Insured Party with the contract conditions before he or she expresses a consent to finance the premium cost.
8. If the insurance contract has been concluded on someone else's account, in particular, in the case of the group insurance, the Insurer is obliged to provide the persons joining the insurance contract with the information transferred by TUZ TUW, which GTCI provisions specify the grounds for payment of compensation, as well as limitations and exclusions of liability of TUZ TUW authorising it to refuse to pay out compensation or to reduce

it, i.e. The information, referred to in art. 17 of the Act on insurance and reinsurance activities. The aforementioned information shall be provided in writing before joining the insurance contract or on another data carrier, if the person interested expresses a consent for it.

Proceedings in case of damage

§ 14

1. If an insurance accident occurs, which could cause liability of TUZ TUW, the Insurer is obliged to:
 - 1) notify TUZ TUW immediately, not later than within 14 days from the day of an insurance accident or obtaining information about damage caused. with reservation of separate provisions, if they are provided in individual additional Clauses;
 - 2) 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;
 - 3) submit a completed damage report form to TUZ TUW;
 - 4) submit other documents to TUZ TUW, which have been indicated to the Insurer or the Insured Party during damage settlement, necessary to agree legitimacy of claims and the amount of benefit or compensation.
2. If breach of the obligation specified in item 1 point 1 of this paragraph has taken place through wilful misconduct or gross negligence, TUZ TUW can reduce compensation respectively, when the infringement has caused damage increase or has made it impossible for TUZ TUW to determine the circumstances and results of the damage.
3. TUZ TUW is obliged to return the costs to the Insurer and the Insured Party, within the limits of the insurance sum, resulting from application of the measures, referred to in item 1 point 2, if these means have been deliberate, even if they have turned out to be ineffective.
4. The consequence of failing to notify TUZ TUW about the damage do not occur, if TUZ TUW has received information about the circumstances, which should have been provided to it within the indicated time limit
5. If the insurance contract has been concluded on someone else's account, notification about damage occurrence, referred to in item 1 point 1) of this paragraph, can also be reported by the Insured Party or the Authorised person.
6. In the case of failing to perform the obligation to apply available measures to reduce extent of damage, referred to in item 1 point 2) by the Insurer or the Insured Party through the wilful misconduct or gross negligence, TUZ TUW is free from liability for damage cases caused due to this reason.
7. The Insurer is obliged to 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.
8. If any criminal or civil proceedings have been initiated against the Insured Party due to damage, the Insurer is obliged to notify TUZ TUW about it immediately, within the time limit of 7 days.
9. Within the scope related to the insurance of treatment costs, the Insurer is obliged to:
 - 1) try to mitigate effects of an insurance event by getting immediate medical aid and undergoing recommended treatment, taking benefit, if possible, of public health service;
 - 2) obtain medical documentation stating a diagnosis (medical diagnosis) and justifying the necessity of undergoing treatment and conducting a given treatment method;
 - 3) secure proof related to sudden behaviour or an accident in order to justify a claim for reimbursement of treatment costs;
 - 4) 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);

- 5) make it possible for TUZ TUV to obtain information related to circumstances of an insurance event;
- 6) 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 TUV.
- 7) undergo clinical observation or examination by a physician indicated by TUZ TUV upon request of TUZ TUV.

Obligations of TUZ TUV

§ 15

1. TUZ TUV is obliged to provide the Insurer with the text of GTCI before concluding the insurance contract.
2. After receiving notification about the insurance accident covered by insurance protection, within the time limit of 7 days from the day of getting this information, TUZ TUV shall notify the Insurer or the Insured Party, if they are not the persons reporting this notification and shall initiate proceedings related to determination of the factual state of damage, legitimacy of reported claims and a compensation amount, as well as it informs the person making a claim, in writing or in another way, for which this person has expressed a consent, which documents are necessary to determine liability of TUZ TUV or the compensation amount, if it is indispensable for further conducting of the proceedings.
3. TUZ TUV provides the Insurer, the Insured Party, the person making a claim or the authorised person from the insurance contract with information and documents collected in order to determine liability of TUZ TUV or the amount of a compensation or a benefit. These persons can request a written confirmation of information disclosed by TUZ TUV, as well as they can prepare photocopies of documents and their compliance with the original by TUZ TUV at their own expense.
4. Information and documents, referred to in item 3 of this paragraph, are disclosed in the electronic form by TUZ TUV, if requested.
5. The method of:
 - 1) disclosing information and documents, referred to in item 3 of this paragraph;
 - 2) guaranteeing possibility of a written confirmation of information disclosed in accordance with item 3 of this paragraph;
 - 3) guaranteeing possibility of preparing photocopies of documents and their confirmation as certified true copies in accordance with item 3 of this paragraph- cannot be related to excessive difficulties for persons, referred to in item 3 of this paragraph.
6. The costs of preparing photocopies and disclosing information and documents in electronic form, incurred by the persons, referred to in item 3 of this paragraph cannot differ from ordinary costs of this type of services applicable in trade.
7. TUZ TUV stores information and documents, referred to in item 3 of this paragraph until the lapse of the time limit for limitation of claims from the insurance contract.

Determination of damage and compensation amount

§ 16

1. The Insurer is obliged to provide documents necessary to examine an application on payment of a compensation or a benefit.
2. The Insurer is obliged to disclose other documents, which TUZ TUV shall consider as necessary to examine an application on payment of a compensation or a benefit.

3. Determination of legitimacy and the amount of compensation due to reimbursement of the treatment costs is made on the basis of the following evidence and documents submitted by the Insured Party or the authorised person to receive this compensation:

- 1) evidence confirming necessity of immediate treatment due to a sudden illness or an accident, including a diagnosis (a medical diagnosis),
- 2) original receipts and original evidence of making the payment for hospitalisation, provided medical aid, transport, and purchased medicines, dressings, and auxiliary aids.
- 3) original evidence of fees confirming other expenditures covered by the insurance contract.

4. The decision of TUZ TUE to cover the costs of transporting the body of the Insured Party is made after presenting the official death certificate or its duplicate, and other documents indicated during damage settlement, if they are indispensable for legitimacy of claims and the benefit amount.
5. Documents confirming expenditures [incurred] due to provision of medical aid for the Insured Party should include the following information:
 - 1) the data of the Insured Party;
 - 2) the data of the medical center providing aid;
 - 3) the stamp and the signature of a physician or the person authorised to represent the medical center.
6. If a compensation or a benefit has been paid out from more than one reason, benefits or compensations shall be paid in the order of reporting claims, whereas, reimbursement of the costs shall be made in the order of delivering the documents to TUZ TUV, which confirm their payment.
7. A benefit or a compensation due to the concluded contract is paid to the Insured Party, the Authorised person, the person entitled or in the case of refunding the costs, the person, who has incurred these costs.
8. TUZ TUV makes a payment directly to a physician or a medical center providing aid for the Insured Party. If the obligations towards these entities have not been paid by the Insured Party.
9. TUZ TUV pays compensation in zlotys, irrespective of the place, where the damage has occurred and the type of incurred costs.
10. The costs incurred in foreign currencies shall be calculated into zlotys in accordance with the average [currency] rate of NBP [National Bank of Poland] from the day of determining a benefit or a compensation.
11. TUZ TUV reserves the right to verify submitted documents and request opinions of specialists.
12. reimbursement of all costs covered by insurance protection is made on the basis of original receipts and original payment receipts.
13. TUZ TUV reserves the right to verify receipts and other documents submitted by the Insurer related to determination of the circumstances, the extent, and level of the damage, and requesting opinions of specialists.
14. TUZ TUV is entitled to appoint an independent expert in order to specify the cause, the value of the damage and the due compensation or benefit and to provide the Insured Party with the instructions and guidelines related to the proceedings aiming at mitigation of the consequences of the accident or minimising the damage value.

Payment of compensation

§ 17

1. TUZ TUV pays the compensation on the basis of accepting the claim of the Authorised person from the insurance contract as a result of own arrangements made in the proceedings related to specification of the actual status of the event, the legitimacy of the reported claims, the compensation amount, the agreement concluded with the Authorised person or the final and binding court decision.
2. The amount of the paid compensation cannot be higher than the amount of the damage suffered.

3. The compensation is paid within 30 days from the date of receiving notification about the damage,
4. If it is not possible to explain the circumstances necessary to determine insurance liability of TUZ TUW or the compensation amount within the time limit specified in item 3 of this paragraph, the compensation is paid within 14 days from the day, on which while maintaining due diligence, explanation of these circumstances has been possible, however, the indisputable part of the compensation is paid by TUZ TUW within the time limit specified in item 3 of this paragraph.
5. If TUZ TUW has not paid a compensation or a benefit within the time limits specified in items 3-4 of this paragraph, it notifies about it in writing:
 - 1) the person reporting a claim and
 - 2) the insured party, in the case of the insurance contract concluded on someone else's account, in particular, the group insurance, if he or she is not the person reporting the claim - about the fact that it is not possible to satisfy their claims in full or in a part, as well as it pays the undisputable part of the benefit.
6. If a compensation or a benefit is not payable or is payable in a different amount than the one specified in the reported claim, TUZ TUW informs about it in writing:
 - 1) the person making a claim and
 - 2) the Insured Party, in the case of the insurance contract concluded on someone else's account, in particular, the group insurance, if he or she is not the person reporting a claim - by indicating the circumstances and the legal basis justifying the refusal to pay the benefit in full or in a part. This information includes the instructions on pursuing claims in court,
1. If the Insurer, the Insured Party or the Authorised person from the insurance contract does not agree with the refusal to satisfy claims or the agreed compensation amount, it can submit the application on re-examination of the case through the Main Office of TUZ TUW with the registered office in Warsaw.
2. The Insurer, the Insured Party or the Authorised person is entitled to pursue their claims in court in accordance with the general provisions or before the court of proper venue for the place of residence or the registered office of the insurer, the insured party or the authorised person from the insurance contract, irrespective of the right to request re-examination of the case by the Main Office of TUZ TUW. Action for claims resulting from the insurance contract can be brought in accordance with the general provisions or before the court of proper venue for the place of residence of an heir of the Insured Party or an heir of the Authorised person from the insurance contract.

Recourse claims

§ 18

1. On the day of payment of the compensation, the claims of the Insured Party against a third person liable for damage are transferred to TUZ TUW under law up to the amount of the paid out compensation. If TUZ TUW has covered only a part of the damage, the Insurer is entitled to the priority for satisfaction of claims as regards its remaining part.
2. These claims of the Insurer towards the persons, with whom the Insurer stays in the mutual household, are not transferred to TUZ TUW, unless a perpetrator has wilfully done damage.
3. If the proceedings against the Insurer has been completed with the final and valid court decision stating his or her intentional guilt for causing the damage, TUZ TUW is entitled to the claim towards the Insurer to return the previously paid out compensation.
4. If the insurance contract has been concluded on someone else's account, the provisions of items 1-3 of this paragraph shall apply to the Insured

Party respectively.

Claims and complaints

§ 19

1. A claim or a complaint can be submitted in each organisational unit of TUZ TUW, which provides service for Customers.
2. Customers can make a claim or a complaint in the following forms:
 - 1) a written form:
 - a) in person in the seat of TUZ TUW or in another unit of TUZ TUW providing service for Customers;
 - b) by a letter sent by post to the address of the seat of TUZ TUW or in another unit of TUZ TUW providing service for Customers;
 - 2) in oral form:
 - a) by phone to the [following] number (+48) 22 327 60 60,
 - b) in person to the report during a visit of the Customer in the seat of TUZ TUW or in another unit of TUZ TUW providing service for Customers,
 - 3) by e-mail to the address reklamacje@tuz.pl.
3. For efficient conduct of the claim or complaint examination process, a claim or a complaint should include, in particular:
 - 1) Customer's first name and surname (name);
 - 2) Customer's address of residence (registered office) or correspondence address and a contact telephone number;
 - 3) a policy number or a claim number or a case number, if it has been granted.
4. At the request of the Customer, TUZ TUW confirms the fact of receiving a claim or a complaint in the written form or in another manner agreed with the Customer.
5. A reply to a claim or a complaint should be provided without undue delay, however, not later than within 30 days from the day of receiving a claim or a complaint. To respect the time limit, it is sufficient to send a reply before its lapse.
6. In specially complicated cases, making it impossible to handle a claim or complaint and provide a reply within a time limit, referred to in item 5, TUZ TUW should provide the customer, who has made a claim or a complaint information, in which:
 - 1) it shall explain a cause of delay;
 - 2) it shall indicate the circumstances, which need to be determined for handling the case;
 - 3) it shall specify the predicted time limit for handling the claim or the complaint and providing a reply, which cannot exceed 60 days from the day of receiving the claim.
7. A reply for a claim or a complaint made by the Customer should be provided in writing (in paper form) or by other durable medium.
8. A reply provided in writing should be sent by a letter dispatched by a post or a registered letter sent to the address indicated by the Customer.
9. Upon a sole request of the Customer a reply can also be delivered electronically.
10. TUZ TUW is subject to supervision by the Financial Supervision Authority.

Final provisions

§ 20

1. All notifications and statements related to the insurance contract should be made in writing or in other contractual manner agreed by the parties.
2. Action for claims resulting from the insurance contract can be brought in accordance with the general provisions or before the court of proper venue for the place of residence or the registered office of the Insurer, the Insured Party or the Authorised person from the insurance contract.
3. Action for claims resulting from the insurance contract can be brought

in accordance with the general provisions or before the court of proper venue for the place of residence of an heir of the insured party or an heir of the authorised person from the insurance contract.

4. The law applicable to the insurance contract concluded on the basis of these GTCI shall be the Polish law.
5. A dispute between the Customer and TUZ TUW can be closed by way of non-judicial proceedings in the case of resolution of disputes between the Customer and TUZ TUW, conducted by the Financial Ombudsman: the website of the Financial Ombudsman: www.rf.gov.pl.
6. The Insurer is obliged to notify TUZ TUW about a change of the address or the registered office in one of the forms indicated in item 1 of this paragraph.
7. These GTCI have been approved by the Resolution of the Management Board of TUZ TUW No. U/80/2021 of the 7th of July 2021
8. These GTCI enter into force on the 30th of July 2021.

ADDITIONAL CLAUSES EXTENDING THE SCOPE OF INSURANCE PROTECTION

CLAUSE NO.1 ACCIDENT INSURANCE

While maintaining the other provisions of GTCI of foreigner treatment costs during their stay in the area of the Republic of Poland, not amended by this Clause, at the request of the Insurer after payment of the additional premium, TUZ TUW covers consequences of accidents with insurance protection.

§1

1. The object of insurance is health and life of the Insured Party, who is an individual.
2. Insurance protection covers consequences of accidents, which have occurred during the insurance contract term on the area of the Republic of Poland.

§2

1. The scope of protection covers benefits from consequences of accidents:
 - 1) permanent health detriment benefit;
 - 2) benefit due to death of the Insured Party as a result of an accident.
2. Insurance protection does not cover consequences of accidents, which occur during:
 - 1) performing work with increased risk level by the Insured Party, unless the additional premium has been paid;
 - 2) pursuing amateur winter and water sports, unless the additional premium has been paid;
 - 3) practicing competitive sports or pursuing high-risk sports.
3. Insurance protection does not include benefits lost due to an accident, as well as actual losses, based on loss, damage or destruction of personal objects belonging to the Insured Party or loss or reduction of revenues of the Insured Party.

§3

Except for exclusions of liability specified in § 5, item.1 , 2, 3 of GTCI, TUZ TUW is not liable for the consequences of:

- 1) all diseases or disease conditions, even these, which have occurred suddenly;
- 2) bodily injuries caused by treatment or treatment procedures, regardless of the fact, who has performed them;
- 3) 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;

- 4) diseases, including infections, viruses, occupational diseases;
- 5) diseases resulting from addiction to psychoactive substances and other diseases, even the ones which have occurred suddenly or revealed after an accident;
- 6) loss of consciousness, seizures, epileptic seizures, damage of discs;
- 7) heart attacks and cerebral strokes;
- 8) poisoning with solid or fluid substances, which have entered the organism by respiratory tract, alimentary tract, through the skin.

§4

1. The insurance sum is agreed with the Insurer at the time of concluding an insurance contract.
2. The insurance sum of consequences of accidents constitutes the upper limit of liability of TUZ TUW in the scope of consequences of accidents and its level is indicated in the insurance document.
3. The insurance sum is not subject to its reduction by the value of each paid out benefit and it constitutes each time the basis for determining the benefit amount.

§5

1. Except for the obligation specified in § 13 and § 14 of GTCI, if the insurance accident occurs, the Insured Part is obliged to:
 - 1) try to mitigate effects of an insurance event by getting medical aid immediately and undergoing recommended treatment;
 - 2) obtain medical documentation stating a diagnosis (medical diagnosis) and also documentation from conducted treatment;
 - 3) 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 at the time of reporting a claim;
 - 4) make it possible for TUZ TUW to obtain information related to circumstances of an insurance accident;
 - 5) secure proof related to an accident in order to justify a claim;
 - 6) in the case of such recommendation - he or she must be examined by the physician indicated by TUZ TUW.
2. TUZ TUW can request from the Insured Party or his or her statutory representative to express a written consent to apply to entities, which have provided the Insured Party with health benefits, to obtain information related to verification of the data about his or her health condition provided by this person, in particular, to physicians, who have taken or still take care for the Insured Party.

§6

1. The grade of permanent health impairment is determined on the basis of presented medical documents and "The table of norms of percentage health impairment" valid in TUZ TUW on the day of concluding the insurance contract, without any necessity to examine the Insured Party by a certifying physician, with the reservation of item 2.
2. If it is not possible to determine the degree of permanent health impairment on the basis of presented medical documents, TUZ TUW specifies this degree on the basis of examinations conducted by a certifying physician indicated by TUZ TUW.
3. The type and the amount of benefits are specified after determining that there is a causal link between an accident and health impairment or death of the Insured Party respectively.
4. Determination of the causal link, referred to in item 3, is made on the basis of evidence provided by the Insured Party, as well as on the basis of

examination results, referred to in item 2.

5. Determination of the degree of permanent health impairment should be made immediately after completing treatment, including possible rehabilitation treatment. In the case of longer treatment, the final degree of permanent health impairment should be specified at the latest in the 12th month from the day of an accident.
6. At the time of determining the degree of permanent health impairment, type of work or activity performed by the Insured Party are not taken into account.
7. At the time of determining the degree of permanent health impairment, earlier loss or damage of an organ or system is taken into account in such a way that the degree of permanent health impairment is specified at the difference between the adequate degree for a given organ or system after an accident and the degree of impairment present before the accident.
 - 1) In the case of permanent health impairment the benefit amount is determined in the following way:
 - 2) in the case of 100% of permanent health impairment - 100% of the insurance amount;
8. in the case of partial health impairment - percentage of the insurance amount corresponding to the percentage of permanent health impairment.
9. Benefit due to death of the Insured Party as a result of an accident is paid out under the condition that, the death of the Insured Party took place within 24 months from the date of the accident occurrence. The benefit is paid out to the Authorised person at the level of 100% of the insurance sum.
10. If the Insured Party has had an accident, died before determining permanent health impairment and a death has been the consequence of this accident, the benefit is determined in accordance of the supposed degree permanent health impairment specified in percentage by a certifying physician indicated by TUZ TUW.
11. If the Insured Party has received the benefit due to health impairment and then he or she has died as a result of this accident, then the death benefit is paid out, if it is higher than the benefit paid out to the Insured Party due to health impairment, while including the previously paid amount. The benefit is paid out under the condition that, the death took place within 12 months from the date of the accident occurrence.
12. If the Insured Party died after determining the degree of permanent health impairment and the death has no causal link with the accident; the benefit due to permanent health impairment, which has not been paid to the Insured Party before death, is paid to the Authorised persons from the insurance contract.
13. If several different types of permanent health impairment occur as a result of the same accident, the benefit amount equals the product of the insurance amount in the case of permanent health impairment and the sum of percentage indicators agreed for each type of permanent health impairment occurring as a result of such accident, with the reservation that the total value cannot exceed 100%. If the total value exceeds 100%, the benefit shall be paid up to the insurance sum.
14. If the Insured Party dies, the Authorised person is obliged to submit:
 - 1) a duplicate of a death certificate or its copy;
 - 2) a copy of the document confirming family relationship with the Insured Party.
15. If there is no Authorised person, then the person applying for payment of the benefit is obliged to submit additionally a copy of the document confirming family relationship with the Insured Party (e.g. a certificate of estate acquisition in statutory inheritance), certified to be a true copy by the entity authorised to certify copies of documents.

CLAUSE NO.2

CIVIL LIABILITY INSURANCE IN PRIVATE LIFE

While maintaining the other provisions of GTCI of foreigner treatment costs during their stay in the area of the Republic of Poland, not amended by this clause, at the request of the Insured Party after payment of the additional premium, TUZ TUW covers civil liability of the Insured Party in private life with insurance protection.

§ 1

1. The object of the insurance is civil liability of the Insured Party and persons, for whom the Insured Party bears liability, for damage caused to third persons, due to performance of activities in private life.
2. Insurance protection covers civil liability for personal damage or damage to property caused to the injured party during the liability period of TUZ TUW by a prohibited act (tort liability [insurance]).
3. TUZ TUW is liable for insurance accidents causing damage, which have occurred in the area of the Republic of Poland.
4. Private life activities are understood as acts and omissions only within the sphere of private life or owned property, which serves to perform private life activities, within the limits specified by the law.
5. Within the framework of the granted insurance protection. TUZ TUW is liable for actual losses or lost benefits, which a third party could have achieved, if the damage has not been caused.
6. TUZ TUW grants insurance protection before claims submitted on the basis of the Polish law.

§ 2

1. The guarantee amount is granted to the Insurer at the time of concluding the insurance contract and it constitutes the upper limit of liability of TUZ TUW, whereas its amount is indicated in the insurance document.
2. The guarantee sum relates to one and all insurance accidents and it is reduced each time by the amount of the benefit or compensation, which has been paid out to the insured party.

§ 3

Within the limits of the guarantee sum specified in the contract, apart from payment of the due compensation or benefit, TUZ TUW also covers [the following]:

- 1) justified and necessary costs of activities aiming at reduction of damage or prevention of its increase, even if they have turned out to be ineffective;
- 2) costs of remuneration of experts appointed upon a written consent of TUZ TUW in order to determine causes, circumstances or extent of the damage;
- 3) costs of court defence in a lawsuit conducted upon the order or a consent of TUZ TUW.

§ 4

1. Except for exclusions specified in § 5 item 1, 2, 3 of GTCI, TUZ TUW is not liable for damage:
 - 1) inflicted to close persons of the Insured Party;
 - 2) inflicted to another Insured Party within the framework of the same insurance contract;
 - 3) caused due to activities resulting from performing work, running a business or agritourist activity or performing a function in bodies of legal persons and other organisational units;
 - 4) caused as a result of breaching personal rights or intellectual property rights;

- 5) 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;
 - 6) 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;
 - 7) based on occurrence of pure financial losses i.e. losses, which is neither personal injury nor damage to property;
 - 8) 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;
 - 9) resulting from ownership, driving, using any motor vehicles, aircrafts and watercrafts, working and agricultural machines (exclusion does not related to: bicycles, bicycle carts, muscle-driven wheelchairs floating equipment for personal use);
 - 10) caused in the natural environment;
 - 11) resulting from transmitting infections or infectious diseases to other persons by the Insured Party;
 - 12) 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;
 - 13) covered by the mandatory insurance system;
 - 14) resulting from assuming responsibility for damage in broader scope by the Insured Party than it follows from the legal provisions;
from the legal provisions;
 - 15) occurring while performing activities other than private life activities.
2. Moreover, insurance protection does not cover cases of damage, which occur during:
- 1) pursuing amateur winter and water sports, unless the additional premium has been paid;
 - 2) practicing competitive and professional sports or pursuing high-risk sports.