

GENERAL TERMS OF INSURANCE COMPENSA VOYAGE (19031)

§ 1. GENERAL PROVISIONS

1. Based on these General Terms of Insurance Compensa Voyage ("GTI"), Compensa Towarzystwo Ubezpieczeń S.A. Vienna Insurance Group hereinafter referred to as COMPENSA, shall conclude insurance agreements ("Agreement") with natural persons, legal persons and organisational units without legal personality, hereinafter referred to as the Insurants.

2. The Insurant may conclude an insurance agreement on behalf of someone else.

3. In agreement with the Insurant, COMPENSA may introduce to the insurance agreement additional or different provisions from the provisions of the general terms of insurance. The introduction of the above-mentioned provisions shall be made in writing under their validity. In case of introduction of additional or different provisions to the Agreement, these GTI shall apply on condition that the provisions introduced to the agreement shall not provide otherwise.

§ 2. DEFINITIONS

The definitions used in the GTI (in alphabetical order) shall mean:

1) ACT OF TERRORISM – the activity designed to influence on the authorities or public administration through the use of force, violence or threat of violence by a person or a group of persons acting alone or on behalf of any organization or any government for political, economic, religious, ideological purposes;

2) ALARM CENTRE OF COMPENSA – a phone reporting centre working round the clock, 365 days a year; accepting the notifications, verifying the right to the insurance protection within Assistance benefits and, in case of a positive verification, performing the required Assistance benefits immediately;

3) AMATEUR SPORT PRACTICING – a form of physical activity aiming at rest, entertainment and renewal of mental and physical strength;

4) BET – in the accident insurance: an agreement between the persons involving the performance of a risky or difficult activity aimed at proving the own right to the other party and as a consequence of which the bodily injury or health disorder took place causing a permanent detriment to health or the Insured's death;

5) CHILD – a person dependent on his/her parents or legal carers, under 18 years of age;

6) CHRONIC DISEASE – a disease in the presentation of which, according to the updated medical knowledge, there are long-lasting, permanent or recurring symptoms or deviations in additional examinations, and which was recognized, diagnosed within the period of at least 24 months preceding the date of the agreement conclusion;

7) CLOSE PERSONS – persons staying in a common household with the Insured;

8) COMPETITIVE OR PROFESSIONAL SPORT PRACTICING – regular and intense trainings, with the participation in competitions or fitness boot and training events and camps, also through the membership in sports clubs, sports unions and organizations, regardless of the fact whether practicing of the given sports discipline is gainful or not;

9) COUNTRY OF THE INSURED'S RESIDENCE – the country where the Insured has the permit for permanent stay, or the country which the Insured is a citizen of, or the country where he/she is currently covered with social insurance; the agreement conclusion;

10) DAMAGE – a damage to property resulting from the loss, breakage or destruction of property (material damage) or a damage to property and a non-material consequence of a bodily injury, health disorder, or death (personal injury);

11) DEPOSIT PREMIUM – insurance premium calculated on the basis of number of man-days declared by the Insured, which he intends to use during the period of the agreement validity (term of the agreement), settled within 30 days after the termination of the agreement pursuant to the stipulations of § 6 on the basis of the number of man-days factually documented;

12) ELECTRONIC EQUIPMENT – photographic equipment, portable computer equipment, cameras for recording of image and sound, mobile phones, tablets, e-books, equipment used to play and record of sound, owned by the Insured;

13) ENTITLED PERSON – a person specified by name to receive the benefit in case of the Insured's death. If the Insured failed to specify the entitled person, the benefit shall be paid in the following order:

a) to the spouse;

b) to the children – if there is no spouse (in equal parts);

c) to the parents – if there are neither spouse nor children (in equal parts);

d) to other entitled people, after carrying out the inheritance proceedings – if there are no people specified in letter a to c above (in equal parts);

14) EVENT – death, bodily injury, health disorder, loss, destruction or damage to property (movable or immovable property);

15) EXTREME SPORTS – sports the practice of which is associated with a higher risk, requiring action in terms of increased risk and physical and mental skills above average, that is:

a) rock climbing, ice climbing, mountain climbing, Alpinism, Himalaism, speleology, bouldering, all varieties of Le Parkour, canyoning, trekking at an altitude above 5.500 meters above sea level;

b) mountain canoeing, rafting, hydrospeed, kite surfing and windsurfing, at the wind speeds of more than 50 km/h;

c) all versions of diving to the depth lower than 15m and freediving;

d) ski jumping, alpine skiing and all skiing and snowboard off the designated routes including professional downhill runs;

e) all versions of bungee jumping, parachute jumping;

f) paragliding, hang gliding, powered paragliding, gliding,

piloting airplanes or helicopters;

g) riding bicycles, motorbikes and all-terrain vehicles on a specially prepared routes or in the natural environment rich in obstacles;

h) participation and preparation for participation in races or rally of land, sea or air vehicles;

i) trips to places characterized by extreme climatic or natural conditions i.e. mountainous or highland areas of the altitude of above 5.500 metres above sea level, polar zone, Alaska, Siberia, Kamchatka, the territory of northern Canada, desert areas lying farther than 20 km from the nearest cities, settlements, roads;

j) martial arts sports and defensive sports;

k) zorbing;

16) FAMILY INSURANCE – the insurance including eight family members in maximum, including at least one child and one adult;

17) FAMILY MEMBER – the spouse, children, son-in-law, daughter-in-law, parents, brothers and sisters, grandparents, grandchildren, parents-in-law, unmarried partner;



- 18) GROUP INSURANCE** – the insurance including the group of people belonging to the specified community: a workplace, a club or a sports association or another organizational unit, participants of a trip, camp, holiday or other forms of rest, for the benefit of whom the agreement was concluded;
- 19) HOSPITALISATION** – staying in hospital as a consequence of an accident or sudden illness, lasting uninterruptedly 24 hours at least, connected with treatment which cannot be carried out in an out-patient clinic;
- 20) INDIVIDUAL INSURANCE** – the insurance including a natural person specified in the agreement;
- 21) INSURANCE PREMIUM** – the amount that the Insurant is obliged to pay due to the provision of insurance protection under the agreement;
- 22) INSURANT** – an entity which concludes the Agreement, obliged to pay the insurance premium;
- 23) INSURED** – a natural person whose property, third party liability, life or health is included in the insurance protection;
- 24) INTELLECTUAL WORK** – a work not requiring a big use of strength, based on intellect and reasoning (clerical work, for example), including also within the participation in conferences and theoretical training;
- 25) JOURNEY** – trip and stay of the Insured outside the Republic of Poland and the country of Insured's residence; in case and only for the purposes of insurance protection due to the accident insurance, this definition includes also the way done by the Insured directly for this purpose from the place of his/her residence or employment to the border of the Republic of Poland or the country of Insured's residence, and the way back directly from the border of the Republic of Poland or the country of Insured's residence to place of residence or employment;
- 26) MONETARY VALUES** – domestic and foreign monetary tokens, securities;
- 27) NECESSARY OBJECTS OF DAILY USE** – food products, non-alcoholic beverages, basic clothing and toiletries for the exclusive use of the Insured;
- 28) PERMANENT DETRIMENT TO HEALTH** – a permanent, meaning without prognosis for improvement, harm to a given body organ, apparatus or system, consisting in a physical loss of this organ, apparatus or system, or an impairment of its function, resulting from an accident. The permanent detriment to health includes only and exclusively the cases mentioned in the "Table of a percentage permanent detriment to health" to be in force on the day when the agreement was concluded, applied at the determination of the percentage extent of the permanent detriment to health, as regards the consequences of the events covered by the agreement, available in all offices of COMPENSA and online on www.compensa.pl;
- 29) PERIOD OF INSURANCE** – period specified in the insurance document, when COMPENSA bears liability; in case of insurance in the form of an open policy, the period is referred to as "man-days" and defines the duration of the insurance protection in respect of each Insured within the given agreement;
- 30) PERSONAL ITEMS** – the Insured's items necessary during travelling, that is: glasses, lenses, hearing aid, apparatus for measuring glucose in blood, apparatus for measuring blood pressure, medications taken on a permanent basis (prescription drugs), documents (passport, identity card, identity folder, driving license, insurance policy);
- 31) PHYSICAL WORK** – a group of professions and activities performed gainfully, based mainly on the strength of the muscles and practical skills, regardless of the legal basis of employment, as well as within practical/professional training and volunteering, except for the performance a mental job;
- 32) POLICY** – a document issued by COMPENSA which confirms the conclusion of the agreement;
- 33) POWER BOATING SPORTS** – water scootering, water skiing and other water sports, where powerboat vehicles are used;
- 34) PRIVATE LIFE ACTIVITIES** – activities in the area of the private life unlinked with professional work (while the professional work is considered as the performance of activities under a work relationship or a civil and legal agreement as well as the performance of economic activity, liberal profession, holding a function of unions, associations, and social and political organizations, or working as a volunteer);
- 35) RANDOM EVENT** – a sudden, unexpected event which occurred in the insurance period, including only:
- a)** torrential rain – the rain precipitation certified by the Institute of Meteorology and Water Management (Instytut Meteorologii i Gospodarki Wodnej - IMiGW) with a coefficient intensity of at least 4 in the scale used by the IMiGW; in the absence of a measuring station covering the place of the event with its measuring range, the factual state and size of the damage in the place of their origin showing clearly the effect of torrential rain must be considered;
 - b)** smoke – a product of incomplete combustion of solids, liquids and gases, which suddenly, contrary to the intended purpose, escaped from combustion, electrical, heating, appliances, etc. located in place of insurance; the definition also includes smoke occurred as a result of fire;
 - c)** hail – the precipitation composed of ice lumps;
 - d)** hurricane – the action of wind of the speed of not less than 17.5 m/s confirmed by the Institute of Meteorology and Water Management (Instytut Meteorologii i Gospodarki Wodnej - IMiGW); in the absence of a measuring station in the place of the event, the factual state and size of damage in the place of their origin showing clearly the effect of hurricane should be considered;
 - e)** avalanche – a sudden slipping or sliding of the masses of snow, ice or stones from natural slopes;
 - f)** landslide – sliding of the ground down the slopes, not caused directly by human activity;
 - g)** flood – flooding of land as a result of water rising in water basins or beds of flowing or standing waters;
 - h)** fire – an action of fire which occurred without a furnace provided for this purpose or came outside the furnace and spread on its own;
 - i)** earthquake – a natural, short, sharp shock (or series of shocks) of the ground, formed under the surface and propagating in the form of seismic waves from the centre (epicentre) located on the surface where the vibrations are the strongest;
 - j)** lightning strike – a direct leading of electrical charge from the atmosphere to the ground by the insured property;
 - k)** vehicle hit – hitting by a vehicle used by a third party into the subject of insurance;
 - l)** fall of aircraft – a disaster or a forced landing of a motorized or unmotorized plane or another flying object, and the fall of its part or transported cargo, exclusive of fuel dumping;
 - m)** explosion – a set of phenomena accompanying a sudden chemical reaction with a significant increase in temperature and gas pressure, or a breakage of the walls of a tank filled with gas or steam with rapid



equalization of both the internal and external pressure releasing a significant amount of energy; an implosion to be a rapid damage to the tank or a vacuum apparatus by the external pressure is also considered as an explosion;

n) flooding – action of water, steam, or liquids as a consequence of a failure of ducts, installations or devices of water-pipe network, sewage network, or heating network, withdrawal of water and wastewater from sewage devices, action of water as a consequence of unintentional leaving of open taps, action of water or other liquids caused by third parties, including also during fire extinguishing operation, action of water or liquids as a consequence of a failure of the appliances such as an automatic washing machine, a dishwasher, cooling appliances; action of water coming from precipitation, including melting of snow and ice;

o) ground subsidence – lowering of the ground level due to the collapse of natural, empty spaces in the ground;

p) lingering of snow or ice – an action of the weight of accumulated snow or ice on the roofs of residential buildings, utility buildings or structures;

36) RESCUE – providing, by specialised services, of emergency medical aid, provided from the moment of finding of an accident victim, namely after ending of the search operation until bringing the victim to the nearest medical facility;

37) ROBBERY – a seizure or attempted seizure of property, with the use of physical violence against a person or threat of its immediate use, or made by bringing the person to a state of unconsciousness, defencelessness, or impotence;

38) SMALL WATERCRAFT – rowboats, rowing racing boats, water kayaks, water bikes, surfboards with a sail and without a sail, pontoons, jet skis, as well as sailing yachts with the sail measuring area of 10 m²;

39) TRAVEL LUGGAGE – the things belonging to the Insured or possessed by him/her during travelling and used for his/her personal use, single items transported as gifts, sports equipment, electronic equipment;

40) SPECIAL AIDS – items auxiliary to the treatment process, such as crutches and walking sticks, walking frames and rollators, splints, orthotics, corsets, cervical collars, stabilizing belts, wheelchair, optical glasses;

41) SPECIAL ROUTE – a specially prepared route for cycling, driving all-terrain vehicles, motorcycles, also in natural area, rich in obstacles such as high walls, barrels, all kinds of walls, railings, stairs, hills made of soil, "hops", "dirts", ramps, jumps, downhill roads, ditches, moguls, ruts, posts or poles;

42) SPORTS EQUIPMENT – the following items taken for travelling, owned by the Insured:

a) skis, bindings and poles used to practice all types of skiing;

b) boards intended for all types of snowboard;

c) boards and rigging intended for practicing of all types of surfing and windsurfing;

d) a bicycle;

e) equipment for diving;

f) fittings, equipment, clothing and footwear designed for types of sports: skiing, snowboard, surfing, windsurfing, cycling and diving;

43) SUDDEN ILLNESS – a health disorder which was sudden and unrelated to the earlier illnesses suffered by the ill person before the commencement of the insurance protection, which requires an immediate medical attention. Heart attack and stroke are also considered as sudden illnesses if, before the commencement of the

insurance protection, the patient had not been diagnosed with a cardiovascular system disease (including hypertension or coronary artery disease), diabetes and lipid disorders;

44) SUM INSURED / GUARANTEE SUM – the sum, identified in the policy, being the upper limit of the liability of COMPENSA within the group of insurance or the given type of insurance;

45) TERM OF AGREEMENT – period specified in the insurance document;

46) THEFT WITH BURGLARY – a seizure or an attempted seizure of the property from locked premises or a car boot, after removal the existing securities by force or with the use of tools, or after opening of the entrance (the car boot cover) with a counterfeited or matched key, or the original key the possession of which the offender entered into as a result of burglary to other premises or by robbery;

47) THIRD PARTY – a person who is neither the Insurant nor the Insured;

48) UNFORTUNATE ACCIDENT – a sudden event induced by an external cause in result of which the Insured, regardless of his/her will, suffered bodily injury or health disorder, or died; neither heart attack nor stroke are considered as unfortunate accidents;

49) WINTER SPORTS – skiing, snowboard, lugging, skating and other sports, requiring winter conditions to be practiced.

§ 3. SCOPE OF INSURANCE

1. The basic scope of insurance includes the insurance of medical expenses (KL) and Assistance (ASS).

2. The additional (extended) scope of insurance includes, at the selection of the Insurant:

1) accident insurance (NNW);

2) third party liability in private life (OC);

3) insurance of travel luggage (BP);

as well as additional risks associated with:

4) the performance of intellectual and/or physical work;

5) amateur practicing of winter or motorboat sports;

6) practicing of extreme sports;

7) competitive or professional practicing of sports;

8) deterioration of the Insured's health condition connected with the exacerbation of chronic disease.

3. The insurance protection is provided depending on the geographical zone selected by the Insurant:

1) on the area of Europe (Zone E) – the territories of European countries together with the territories of all countries in the Basin of the Mediterranean Sea, and the Canary Islands;

2) on the area of the World (Zone S) – the territories of all countries of the world, with the exception of the Republic of Poland and the Insured's country of residence.

However, the insurance protection due to the NNW accident is granted also on the way which the Insured takes directly from the place of residence or employment to the border of the Republic of Poland or the Insured's country of residence, and the way back directly from the border of the Republic of Poland or the Insured's country of residence to the place of residence or employment.

§ 4. GENERAL EXCLUSIONS

1. COMPENSA is free from liability if the Insurant or the person with whom the Insurant stays in a common household, caused the damage intentionally. If the damage occurred in result of the Insurant's gross



negligence, COMPENSA is free from liability unless the payment of compensation is subject to the rules of equity in the given circumstances.

2. If the insurance agreement is concluded on behalf on someone else, the provisions set forth in section 1 shall apply respectively to the Insured.

3. The scope of insurance protection shall exclude the following events and consequences of events:

1) resulting from an epileptic seizure, mental disorders or as a result of the Insured's depression;

2) caused by the fact of consumption of alcohol, taking drugs or other intoxicants by the Insured;

3) caused by taking any substance which could serve to improve a sporting result, the consumption of which is contrary to the integrity of sporting competition, defined in Annex no. 1 to the International Convention against Doping in Sport of 19 October 2005 and the amendments thereto pursuant to Art. 34 of the said Convention;

4) being the consequence of the Insured's activities incompliant with the law of the country he or she stays in; this exclusion shall not apply to the Assistance benefit referred to in §13 section 6 subsection 11;

5) being the consequence of driving a vehicle by the Insured who did not have required licences to drive vehicles;

6) being the consequence of test drives, competitive drives and any trainings connected therewith in which the Insured participated;

7) being the consequence of a crime or suicide or an attempted crime or suicide committed by the Insured;

8) resulting from the use of firearms by the Insured or his/her close persons;

9) resulting from any consequences of war, invasion, hostilities actions of a foreign country, the activities of a war nature (whether the war was declared or not), civil war, rebellion, revolution, insurrection, riots, strike, lockout, sabotage acts, internal riots, military or civil coup, organized activities or malicious actions of persons acting on behalf of or in connection with political organizations, conspiracy, confiscation, requisition, seizure, damage or destruction by order of bodies exercising authority;

10) arising in connection with acts of terrorism;

11) arising from any consequences of a nuclear reaction, nuclear radiation or radioactive contamination.

4. If the agreement has not been extended by additional risks, COMPENSA shall bear no liability for the following events and consequences of events:

1) resulting during undertaking or performance of intellectual and/or physical work;

2) occurred during amateur practicing of winter or motorboat sports;

3) occurred during practicing of extreme sports;

4) occurred during competitive or professional practicing of sports;

5) caused by chronic diseases.

§ 5. SUM INSURED (GUARANTEE SUM) AND LIMITS OF LIABILITY

1. The sum insured (guarantee sum) is defined separately per each Insured, per each type of insurance save as that form the KL insurance and ASS insurance there is defined a combined sum insured.

2. The sum insured (guarantee sum) is the upper limit of COMPENSA liability per one and all events included in the insurance protection, save as the limits of liability regarding the sum insured, specified herein and specified for particular benefits or their parts.

3. The sum insured defined in the agreement shall be reduced by the sums of the paid compensation or other benefits until it is exhausted.

4. The provision of section 3 shall not apply to the accident insurance.

§ 6. INSURANCE PREMIUM

1. The amount of premium is established on the basis of the rates tariff binding on the date of agreement conclusion for the period when COMPENSA provides the insurance protection (period of insurance).

2. The sum of the insurance premium depends on:

1) scope and sum insured (guarantee sum);

2) length of the period of insurance;

3) number of the Insured persons under one agreement;

4) territorial scope of the insurance;

5) purpose of the trip;

6) type and form of insurance;

7) age of the Insured;

8) bonuses and increases the Insurant is entitled to.

3. The premium is paid on a single basis at the time of the agreement conclusion unless the parties agreed otherwise.

4. If the premium is paid in cash, the moment when the cash is paid to an authorised representative of COMPENSA is considered the payment.

5. If the premium payment is made by bank transfer or postal order, the moment when the disposition to make the payment in the bank or at the post office into a relevant bank account of COMPENSA is considered the date of payment provided that the Insurant had sufficient funds on his/her bank account. Otherwise, the date of crediting of the bank account of COMPENSA is considered the date of payment.

6. If the insurance premium is paid in instalments and the premium due is not paid within the timelimit specified in the agreement, COMPENSA may call the Insurant for payment under the pain that the failure to pay the premium within 7 days from the call receiving, shall cause the termination of the agreement when the said timelimit lapses. A failure to pay the premium due within the specified timelimit shall cause the liability of COMPENSA to cease within 7 days from receiving of the call for payment of the insurance premium by the Insurant.

7. The insurance protection of COMPENSA shall commence after the payment of an insurance premium or its first instalment unless the parties agreed otherwise. The payment of an insurance premium or its first instalment in the sum lower than required in the agreement shall cause the lack of the insurance protection due to the failure to pay the insurance premium on time.

8. The payment of an insurance premium after the timelimit specified in the agreement as the insurance premium due date, shall cause the insurance protection to start from the day following the insurance premium payment unless the parties agreed otherwise.

9. In case of disclosure of a circumstance which results in a material change to the probability of the event included in the agreement, each Party may demand a relevant change to the insurance premium sum starting from the moment when the said circumstance took place, however, not earlier than from the beginning of the period of insurance. If such demand is reported, the other Party may, within 14 days, terminate the agreement with immediate effect.

10. If the term for payment of an insurance premium or its first instalment was defined after the date of the commencement of the insurance protection, and the insurance premium or its first instalment



has not been paid on time, COMPENSA may terminate the agreement with immediate effect and demand the payment of the insurance premium for the period when it was the liability. If the agreement is not terminated, it shall expire at the end of the period for which the unpaid insurance premium was due.

11. In case of an insurance in the form of an open policy referred to in § 7 section 10, the provisions specified above shall apply additionally:

1) the Insurant is obliged to pay a deposit premium for the number of man-days declared and specified in the agreement, within the timelimit specified in the policy;

2) COMPENSA reserves the right to define the deposit premium as a minimum premium under the policy; the amount of this premium shall be defined in the policy from time to time;

3) in the moment when, during the period of insurance, the factually used number of man-days is higher than the number declared at the moment of the agreement conclusion by 50%, COMPENSA shall have the right to call the Insurant to pay the insurance premium due for the factually used man-days;

4) the final settlement of the deposit premium shall take place after the ending of the period of insurance, within 30 days, based on the factually used number of man-days; if the number of the used man-days exceeds the number declared in the policy, COMPENSA shall inform the Insurant on the obligation to make additional payment to the insurance premium, which the Insurant is obliged to make within 14 days from receiving of a settlement from COMPENSA; if the number of the used man-days is smaller than the number declared, COMPENSA shall reimburse the difference in the insurance premium to the Insurant, keeping the minimum premium defined in the policy. COMPENSA shall make the reimbursement of premium within 14 days from settling the deposit premium.

§ 7. CONCLUSION OF INSURANCE AGREEMENT

1. Unless the parties agreed otherwise, the period of insurance is 12 months counting from the day of the insurance protection commencement to the calendar day preceding the said day in the following year.

2. COMPENSA confirms the conclusion of agreement with a policy.

3. The Insurant is obliged to inform COMPENSA all circumstances known to him/her which COMPENSA asked for in the offer form or prior to the conclusion of an agreement in other letters (COMPENSA may ask the Insurant for other information necessary to assess the risk depending the conclusion of the agreement on its content). If the Insurant concludes the Agreement by a representative, this obligation bears also the representative and additionally covers the circumstances known to him. If the Insurer concludes the agreement despite the fact that the answers to individual questions are missing, the omitted circumstances are deemed irrelevant.

4. During the agreement term, all changes to the circumstances referred to in section 3 need to be reported. The Insurant is obliged to notify COMPENSA of the said changes immediately after they are known to him/her.

5. If the agreement was concluded on behalf of someone else, the responsibilities set forth in the above sections bear both the Insurant and the Insured unless the Insured did not know about the conclusion of the agreement on his/her behalf.

6. COMPENSA shall bear no liability for the consequences of the circumstances which, in violation of the preceding sections, have not

been notified to it. If the preceding sections were violated intentionally, it is assumed, in case of doubts, that the event provided in the agreement and the consequences thereof, are the result of circumstances referred to in the previous sentence.

7. Types of agreements:

1) due to the number of the Insured persons:

- a)** individual insurance agreement;
- b)** family insurance agreement;
- c)** group insurance agreement;

2) due to the period of insurance protection:

- a)** short-term agreement – under 12 months;
- b)** annual agreement:

– with permanent stay abroad;

– with returns to the Insured's country of residence and trips lasting not longer than 60 days;

c) annual in the form of an open policy.

8. If the agreement is concluded in the form of a family or group insurance, all the people listed in one agreement are covered with the same scope of insurance, under the same conditions, while the sums insured (guarantee sums) specified in the policy refer to each of the Insureds separately.

9. In case of multiple trips abroad during a year, there is a possibility to conclude a group insurance in the form of the so-called open policy (i.e. an agreement concluded for the period of 12 months or another period agreed during the agreement conclusion, where the Insureds are covered by the protection for various periods within the period of insurance defined in the agreement), and the premium is calculated based on the declared number of the man-days of trips.

10. If the group insurance agreement is concluded in the form of an open policy, the Insurant is obliged to:

1) keep a record of the Insured persons and the terms of their trips and make it available upon each request of COMPENSA;

2) communicate, within the term agreed with COMPENSA and specified in the policy, a name report (list) of leaving persons with the terms of their trips, or a complete specification of the used man-days;

3) upon the request of COMPENSA, during the term of the insurance protection, provide information on the trip of a person for whom COMPENSA asks;

4) communicate the document agreed with COMPENSA regarding the insurance together with the number of policy and the phone number to the Alarm Centre of Compensa, to the Insured persons;

5) inform the Insured persons of their rights and obligations resulting from the concluded agreement.

§ 8. INCEPTION AND END OF LIABILITY

1. The Insurant, while concluding the agreement, defines the beginning and end of the period of insurance.

2. Save as section 5 and unless it was agreed otherwise, the liability of COMPENSA regarding KL and ASS, OC and BP insurance, shall commence not earlier than after the Insured crossed the border of the Republic of Poland or the Insured's country of residence, however not earlier than on the day marked in the policy as the day of the commencement of the period of insurance, and after the payment of an insurance premium or its first instalment, according to the agreement stipulations. The liability of COMPENSA shall end at the moment of return and crossing the border of the Republic of Poland or the Insured's country of residence, however not later than at 23:59 on the



day marked in the policy as the day of the ending of the period of insurance.

3. Save as section 5 and unless it was agreed otherwise, the liability of COMPENSA regarding NNW insurance, shall commence on the day marked in the policy as the day of the commencement of the period of insurance, and after the payment of an insurance premium or its first instalment, however not earlier than after the Insured leaves the place of residence or the place of employment on the territory of the Republic of Poland or the Insured's country of residence. The liability of COMPENSA shall end at the moment of return of the Insured home or the place of employment on the territory of the Republic of Poland or the Insured's country of residence, however not later than at 23:59 on the day marked in the policy as the day of the ending of the period of insurance.

4. The liability of COMPENSA shall end:

1) on the last day specified as the end of the insurance period, save as § 13 section 5 subsection 9;

2) on the day of the withdrawal from the agreement or its notice or termination;

3) on the day of the payment of compensation/benefit or compensations/benefits of the total amount equal to the sum insured or the guarantee sum, respectively, for the given insurance.

5. The liability of COMPENSA for the agreements concluded for the benefit of the people staying abroad shall commence after five days from the agreement conclusion (grace period) and provided that either the insurance premium or its first instalment are paid. The grace period shall not apply to the conclusion of the agreement which is the continuation of the agreement concluded in COMPENSA under the same conditions no later than one day before ending of the period of insurance within the previous agreement concluded in COMPENSA.

§ 9. WITHDRAWAL AND TERMINATION OF AGREEMENT

1. If the agreement is concluded for a period longer than 6 months, the Insurant has the right to withdraw from the agreement within 30 days, and if the Insurant is an entrepreneur – within 7 days from the date of its conclusion.

2. The withdrawal from the agreement shall not release the Insurant from the duty to pay the premium for the period when COMPENSA was bearing the liability.

3. If the agreement is concluded for an indefinite period of time, COMPENSA may terminate it only in cases defined in the Act, and as well as with immediate effect due to a material reason, i.e. a failure to pay the insurance premium or its first instalment in case if COMPENSA bears no liability prior to its payment.

4. The date of receiving of a statement of will on the withdrawal from the agreement is considered as the date of the withdrawal from the agreement.

5. In case of the insurance relation expires prior to the period for which the agreement was concluded, the Insurant is entitled to the reimbursement of the insurance premium for the period of unused protection.

6. The sum of the insurance premium to be reimbursed is defined in the sum calculated pro rata to the length of the unused period of insurance, while each commenced day of insurance is considered as full.

§ 10. OBLIGATIONS OF THE INSURANT AND INSURED

1. During the term of the agreement, the Insurant and the Insured, if knew that the agreement was concluded on their behalf, are obliged to:

1) give COMPENSA the possibility to perform the activities necessary to determine the circumstances of the damage or event occurrence, the relevance and the amount of claim;

2) in case of the insurance of medical expenses and accident insurance:
a) immediately, not later than within 3 days from the date of the occurrence of the event included in the protection, inform the Alarm Centre of Compensa of the event

b) give the information necessary to provide aid, and in particular: first name and surname, PESEL [Personal ID no.], description of the event and type of the necessary aid, and additional information requested by the operator of the Alarm Centre of Compensa, as well as the information regarding the place of stay giving the possibility to contact the Insured;

c) upon the request of COMPENSA, submit documents proving the occurrence of the event included in the insurance protection and the fact of incurred expenses due to it to be the original bills;

d) attempt to mitigate the consequences of the event included in the insurance protection undergoing medical care and follow the medical doctor's instructions;

e) provide the medical documentation and cooperate with COMPENSA and the Alarm Centre of Compensa during the ongoing claim handling procedure, providing necessary information and powers of attorney;

f) exempt medical doctors he/she was treated by, health care institutions and Zakład Ubezpieczeń Społecznych [Social Insurance Agency] from the obligation to keep secret, in the scope necessary to determine the Insured's right to benefit, and express the consent the making the medical treatment documentation available to COMPENSA;
g) upon the order of COMPENSA, undergo medical examination or diagnostic tests with minimum risk, exclusive of genetic tests, to assess the insurance risk, determine the degree of a permanent detriment to health, determine the right to the benefit and the amount thereof;

3) in case of insurance of travel luggage:

a) use the means available to him/her in order to rescue the subject of insurance and prevent from the damage or reduce the size thereof;

b) immediately inform a local Police unit, not later than within 3 days from the occurrence of the insurance event, of any case of theft with burglary, or robbery, and receive a written confirmation of this fact;

c) if the theft with burglary was made when the travel luggage was under the care of the Insured during travelling by organised means of transportation or in the place of accommodation, the event has to be reported to the carrier of the management of the place of insurance, and receive a written confirmation of this fact;

d) inform COMPENSA immediately, not later than within 7 days from return to the Republic of Poland or the Insured's country of residence, of the occurrence of damage, submitting at the same time the specification of the lost or destroyed items including their number and value, as well as submit within 14 days from when COMPENSA was informed, the confirmation referred to in letters b and c;

e) in case of damage connected with electronic or sports equipment, submit original proofs of purchase of the said items or other proofs confirming the fact of their purchase;

4) in case of third party liability insurance:

a) use the means available to him/her in order to rescue the subject of insurance and prevent from the damage or reduce the size thereof;



b) immediately, not later than within 3 days from the date when a claim was asserted against the Insured by a third party, inform COMPENSA of the claim and give the circumstances of the event, collect, secure and made available to COMPENSA all the documents regarding the circumstances of the event;

c) forward to COMPENSA all summons, statements of claim and any other court documents whatsoever served to the Insured;

d) if there is a claim asserted, the Insured or the person acting on his/her behalf, should abstain from undertaking any actions aiming at the acknowledgement and satisfaction of claims, as well as concluding any settlement agreement with the aggrieved party unless COMPENSA expresses its consent thereto; The satisfaction or acknowledgement by the Insured of the claim for redressing the damage caused by him/her shall cause no legal affects against COMPENSA which has not expressed its consent thereto previously.

2. The Insured is obliged to immediately inform COMPENSA of the occurrence of the event, however not later than within 7 days from the date of the return to the Republic of Poland or the Insured's country of residence, submitting the proofs of the expenses incurred due to the events included in the insurance protection.

3. COMPENSA is entitles to reduce the amount of compensation respectively of the Insurant or the Insured (if knew that the agreement was concluded on their behalf), intentionally or as a result of gross negligence, failed to inform COMPENSA of the occurrence of the event within the timelimits defined in section 2 subsection 2 letter a, section 1 subsection 3 letter d, section 1 subsection 4 letter b, and provided that the violation of this obligation contributed to the increase of the damage or prevented COMPENSA from the establishment of the circumstances and the results of the event.

4. COMPENSA is free from liability if the Insurant (if knew that the agreement was concluded on their behalf), intentionally or as a result of gross negligence, despite the obligation bearing him, failed to apply the measures defined in section 1 subsection 2 letter d and section 1 subsection 3 letter a, and the damage was caused due to the non-performance of the above-mentioned obligation.

§ 11. PAYMENT OF COMPENSATION (BENEFIT)

1. After receiving a notification of the occurrence of the event included in the insurance protection, COMPENSA shall institute appropriate procedure referring to the findings of facts, the relevance of submitted claims and the amount of compensation (benefit) and, within 7 days from the date of receipt of such notification, shall notify the Insurant and the Insured of this fact, if they are not the persons filing that notification.

2. Additionally, within the timelimit specified in section 1, COMPENSA, in writing or in another agreed manner, shall inform the Insurant, the Insured or the person entitled under the insurance agreement, what documents are needed to determine the liability of COMPENSA or the amount of compensation (benefit), if it is necessary to continue the procedure.

3. COMPENSA is obliged to make available to the persons referred to in section 2 the information and documents being collected to determine the liability of COMPENSA or the amount of compensation (benefit).

4. These persons may require a written confirmation by COMPENSA of the information made available, and the preparation, at their own expense, of the photocopies of documents, and certifying them to be true copies by COMPENSA.

5. COMPENSA shall pay compensation (benefit) on the basis of the acknowledgement of the claim of the person entitled under the insurance agreement as a result of own findings, the settlement concluded with him or a final court judgment.

6. COMPENSA is obliged to pay compensation (satisfy the benefit) within 30 days from the date of the receipt of notification of the event covered in the insurance protection.

7. If, in the above-mentioned period, the explanation of the circumstances necessary to determine the liability of COMPENSA or the amount of compensation (benefit) is not possible, the compensation (benefit) is paid within 14 days from the date when, with due diligence, the explanation of the said circumstances was possible. However, the undisputed portion of compensation (benefit) shall be paid within 30 days from the date of the receipt of notification of the event.

8. In case of the lack of the basis to pay compensation (benefit), either in whole or in part, COMPENSA shall inform the Insurant in writing within the terms specified in sections 6 or 7, giving the factual circumstances and legal basis of the refusal to pay compensation (benefit), either in whole or in part, and instruction on the possibility of seeking claims before the court.

9. The person entitled to the compensation (benefit) in connection with the event covered by the third party liability insurance agreement, may assert the claim directly from COMPENSA.

10. In case of property insurance, if the same subject of the insurance is insured at the same time against the same risk at two or more insurers for the amounts which together exceed its insurance value, the Insurant cannot claim the benefits exceeding the amount of damage. Among the insurers, each of them is liable in such part as the sum insured adopted by him remains up to the total sums arising from double or multiple insurance.

11. COMPENSA reserves the right to verify the documents submitted by the Insured and asking for the experts' opinions.

12. COMPENSA shall pay the compensation (benefit) for the entitled persons and institutions staying abroad, in the currency to be in force in this given country. Other compensation (benefits) paid to the Insured or the entitled person, are paid in PLN and are the equivalent of sums in other currencies converted into PLN according to the exchange rate published by the National Bank of Poland in the tables of average daily rates of currencies as of the day preceding the day of issuing the decision on the payment of the compensation (benefit) or a part thereof, and are paid up in maximum to the sums insured specified in the agreement.

13. The compensation (benefit) is transferred into the bank account number nominated by the Insured.

14. The performance of assistance benefits specified herein may be delayed due to the factors which are do not depend on COMPENSA , i.e. strikes, riots, social unrests, acts of terrorism, rebellion, civil war or a war with international scope, radioactive or ionizing radiation, a random event or the Force Majeure.

§ 12. RECOURSE CLAIMS WITH RESPECT TO PROPERTY INSURANCE

1. On the date of the compensation payment made by COMPENSA, the claims of the Insurant against a third party responsible for the damage shall be transferred, by force of law, into COMPENSA, up to the amount of the compensation paid. If the compensation paid covers only a part of the damage, the Insurant is entitled, with reference to the



remaining part, to the precedence over COMPENSA in the settlement of the claims.

2. The claims of the Insurant against persons with whom he/she stays in the common household, unless the perpetrator caused the damage intentionally.

3. The rules resulting from the preceding paragraphs shall apply accordingly in case of conclusion of the agreement on behalf of someone else.

4. If the Insurant or the Insured effectively waived a compensation claim against the perpetrator of the damage, either in whole or in part, COMPENSA may refuse to pay compensation in whole or in part. But if this fact is disclosed after the payment of compensation, COMPENSA may demand the reimbursement of the entirety or a part of the compensation.

5. The Insurant or the Insured are obliged to provide COMPENSA with any information, submit any documents and enable the performance of activities necessary for effective seeking of recourse claims.

INSURANCE OF MEDICAL EXPENSES AND ASSISTANCE

§ 13. SCOPE OF INSURANCE

1. The scope of insurance includes:

1) the treatment costs incurred by the Insured who, during travelling, had to immediately undergo treatment in connection with sudden illness or accident, in the scope necessary to restore him/her to health allowing the Insured to come back or his/her transport to the place of residence on the territory of the Republic of Poland or the Insured's country of residence;

2) organization and coverage of the costs of provided aid during traveling (i.e. the assistance benefits) as a consequence of the occurrence of the event included in the insurance protection and defined in the description of the given benefit.

2. Assistance benefits are organized by COMPENSA through the Alarm Centre of Compensa. Any time it is hereinafter stated that the Alarm Centre of Compensa organizes or covers the costs of benefits, this means that it performs the above-mentioned activities on behalf and account of COMPENSA.

3. The treatment costs included in the scope of insurance pursuant to section 1 are considered to be the expenses incurred on:

1) stay in hospital;

2) examinations, operational surgeries and surgeries in an out-patient clinic;

3) medical fees and visits;

4) trip of a physician from the nearest health care institution to the Insured's place of accommodation if the Insured's health condition requires so;

5) purchase of necessary dressing, orthopaedic, and accessory materials and medications prescribed by the physician, exclusive of nutrients, tonics, and cosmetic preparations;

6) repair of prostheses (exclusive of dental prostheses) directly after the accident abroad, if their damage was connected with an accident covered by the liability of COMPENSA and is confirmed with medical documentation up to the equivalence of EUR 200;

7) dental treatment in case of acute inflammatory and pain states or if it is necessary as a result of accident, up to the equivalence of EUR 250 for all illnesses requiring immediate dental aid, occurred during the insurance protection;

8) childbirth which took place before the thirty second (32) week of pregnancy – a benefit up to EUR 2000 paid jointly for the mother and the child;

9) decompression chamber in medically justified cases.

4. The insurance protection regarding Assistance aid is provided under the BAZA Package or TOP Package.

5. The BAZA Assistance Package includes the following benefits:

1) the 24-hour duty of the Alarm Centre of Compensa;

2) information before the trip abroad – the Alarm Centre of Compensa shall provide the Insured with the following information on the phone regarding the country where he/she leaves for:

a) documents required while leaving and during stay in the given country;

b) obligatory vaccinations in the given country;

c) tourist attractions;

d) weather forecast, the most convenient transport communications, exchange rates of currencies, national holidays;

e) addresses of Polish embassies and consulates;

3) forwarding information to a close person – if, during a trip abroad, the Insured has an accident or fall ill suddenly, the Alarm Centre of Compensa, upon the request of the Insured, shall inform the Insured's family member or close person on the health condition of the Insured;

4) transport of the Insured from the place of the accident or sudden illness to the nearest medical institution within the sum insured defined for the treatment costs in the policy;

5) transport of the Insured to another hospital – if the medical institution where the Insured is hospitalized fails to provide medical care relevant to his/her health condition, according to the written recommendation of the attending physician and after agreement with the Alarm Centre of Compensa, the Alarm Centre of Compensa shall organize the Insured's transport to the hospital specified by the attending physician and shall cover the costs of the said transport within the sum insured defined for the treatment costs in the policy;

6) transport of the Insured to the Republic of Poland or the Insured's country of residence – if the health condition of the Insured as a result of the accident or sudden illness included in the liability of COMPENSA prevents the Insured from using the previously assumed means of transportation to return to the Republic of Poland or the Insured's country of residence, the Alarm Centre of Compensa shall ensure the organization and coverage of the Insured's costs of transport to the medical institution or the place of residence on the territory of the Republic of Poland or the Insured's country of residence. The transport is performed after providing medical aid and is carried out by a means of transportation relevant to the Insured's health condition. The term, manner and possibility of the Insured's transport is agreed by the medical doctor of the Alarm Centre of Compensa, after the consultation with the attending physician and based on medical documentation. COMPENSA bears no liability for the consequences of the failure to follow the recommendations of the medical doctor of the Alarm Centre of Compensa provided after the consultation with the attending physician or independent taking of decisions contrary to the above-mentioned recommendations. If a child or a disabled person is transported and it is necessary that the child is accompanied by its parent or legal guardian, the Alarm Centre of Compensa shall additionally cover the costs of transport of this person on the way there and back. The Insured's transport on the territory of the Republic of Poland or the country of residence is covered in maximum up to the



sum insured of the treatment costs specified in the policy. If, due to the reasons beyond the control of the Insured, the contact with the Alarm Centre of Compensa was impossible and the transport of the Insured was organized by the family members, close persons of the Insured or third persons on their own, COMPENSA, within the sum insured for the treatment costs defined in the policy, shall refund the costs of transport of the Insured, but only up to the amount which would have been incurred by the Alarm Centre of Compensa;

7) transport of the Insured's corpse to the place of burial – if the Insured, as a consequence of an accident or sudden illness covered by the liability of COMPENSA, died during travelling, the Alarm Centre of Compensa shall ensure the organization and coverage of the costs of transport of the corpse to the place of burial on the territory of the Republic of Poland or the Insured's country of residence, including the costs of purchase of the coffin or casket in maximum up to the equivalence of EUR 1000. The Alarm Centre of Compensa, within the sum insured for the treatment costs, shall organize and cover the costs of cremation. If, due to the reasons beyond the control of the Insured, the contact with the Alarm Centre of Compensa was impossible and the transport of the corpse or the cremation was organized by the family members, close persons of the Insured or third persons on their own, COMPENSA, within the sum insured for the treatment costs defined in the policy, shall refund the costs of transport of the corpse or the cremation, but only up to the amount which would have been incurred by the Alarm Centre of Compensa;

8) assistance at the reproduction of documents – in case if the Insured's documents such as passport, insurance document, airline, railway, bus or ferry tickets, are missing, stolen or lost, the Alarm Centre of Compensa shall organize assistance consisting in the provision of necessary information on the actions which should be undertaken to reproduce the said documents. COMPENSA shall not incur the costs of the reproduction of the said documents;

9) extension of insurance protection in sudden situations – if the Insured's return is delayed due to the following reasons not lying on the part of the Insured and beyond his/her control:

- a)** a failure of the means of land, water or air transportation;
- b)** an accident of the means of land, water or air transportation;
- c)** a random event;
- d)** a rescue operation carried out in connection with random events;
- e)** cancellation or delay of the public communication means of transportation due to bad weather conditions, the period of insurance may be prolonged without the necessity to pay additional insurance premium, however not more than by 24 hours.

If there is any threat that the Insured's trip is going to prolong, the Insured is obliged, prior to the expiration of the period of insurance, contact the Alarm Centre of Compensa immediately.

The condition for the extension of the insurance protection without the necessity to pay additional insurance premium is documenting by the Insured of the occurrence of the events specified in letters a to e.

In case of a failure of the means of transportation, the document proving it is the bill for repair or towing of the car or a written confirmation of the failure by the carrier;

10) assistance in case of a flight delay – if, during travelling, the flight of the Insured (for which the Insured has a valid ticket) organized by a professional carrier of licensed passenger airlines, is cancelled or delayed by at least 4 hours with respect to the departure time planned in the flight schedule, the Alarm Centre of Compensa shall reimburse

the expenses incurred by the Insured for the purchase of necessary items of daily use up to the equivalence of EUR 200. Additionally, upon the request of the Insured, the Alarm Centre of Compensa shall provide the information regarding the hotels located near the airport where the Insured stays. This benefit shall not apply to charter flights. COMPENSA bears no liability if the Insured, because of the cancellation or delay of the flight, suffered any losses resulting from the failure to make the trip on time and costs incurred by the Insured connected with the delay of a scheduled flight abroad, which should be covered by the professional airline carrier according to the law to be in force.

6. The TOP Assistance Package includes the benefits listed in the BAZA Assistance and additionally the following benefits:

1) transport and stay of the person who was called to the Insured – if the Insured, as a consequence of an accident or sudden illness, is hospitalised for 7 days at least and he/she is not accompanied by any adult person, the Alarm Centre of Compensa shall organise and cover of the costs of stay and transport to the place of the Insured's hospitalization and back to the place of residence for one person called to the Insured to accompany him/her provided that this person has his/her place of residence on the territory of the Republic of Poland, in the Insured's country of residence, or in the Insured's country of hospitalization. The Alarm Centre of Compensa shall organise and cover of the costs of transport by train, bus or other means of transportation, and if the journey by the said means of transportation lasted longer than 12 hours, the Alarm Centre of Compensa shall cover of the costs of transport by a plane of passenger licensed airlines – economic class ticket. The costs of transport of the person called to the Insured is covered within the sum insured defined for the treatment costs in the policy. The costs of stay abroad of the person called to accompany are covered by 7 days in maximum with a daily limit amounting to the equivalent of EUR 100 in maximum.

If, due to the reasons beyond the control of the Insured, the contact with the Alarm Centre of Compensa was impossible and the transport and stay of the person called to the Insured was organized by the family members, close persons of the Insured or third persons on their own, COMPENSA, within the sum insured for the treatment costs defined in the policy, shall refund the costs of transport and stay of the person called to the Insured, but only up to the amount which would have been incurred by the Alarm Centre of Compensa if it had organized the transport and stay of the person called to the Insured to the territory of the Republic of Poland or the Insured's country of residence;

2) transport of persons accompanying the Insured during a trip abroad in case of his/her death – if the Insured died as a consequence of an accident or sudden illness, the Alarm Centre of Compensa shall organise and cover of the costs of transport to the territory of the Republic of Poland or the Insured's country of residence of the persons accompanying the Insured, who are covered by insurance protection under the same insurance agreement, who accompanied the Insured during his/her trip abroad on the day of his/her death. The Alarm Centre of Compensa shall organise and cover of the costs of transport by train, bus or other means of transportation, and if the journey by the said means of transportation lasted longer than 12 hours, the Alarm Centre of Compensa shall cover of the costs of transport by a plane of passenger licensed airlines – economic class ticket, provided that the originally assumed means of transportation cannot be used. The costs of transport of the persons accompanying the Insured in the trip abroad is covered within the sum insured defined for the treatment costs in the policy.



If, due to the reasons beyond the control, the contact with the Alarm Centre of Compensa was impossible and the transport of the persons accompanying the Insured in the trip abroad, in case of the Insured's death, was organized by the family members, close persons of the Insured or third persons on their own, COMPENSA, within the sum insured for the treatment costs defined in the policy, shall refund the costs of transport of the persons accompanying the Insured in the trip abroad, in case of the Insured's death, but only up to the amount which would have been incurred by the Alarm Centre of Compensa if it had organized the transport of the persons accompanying the Insured in the trip abroad, in case of the Insured's death, to the territory of the Republic of Poland or the Insured's country of residence;

3) care of under-age children or dependent persons accompanying the Insured during a trip – if the Insured, as a consequence of an accident or sudden illness, is hospitalized or died, the Alarm Centre of Compensa shall organise and cover of the costs of accommodation, board and transport, to the territory of the Republic of Poland or the Insured's country of residence, of a child (children) or a dependent person (persons), traveling together with the Insured, if, during the trip, they were under the care of the Insured only. The Alarm Centre of Compensa shall cover of the costs of accommodation and board of a child (children) or a dependent person (persons) only for 7 days with a daily limit amounting to the equivalent of EUR 100 in maximum. The Alarm Centre of Compensa shall cover of the costs of transport of a child (children) or a dependent person (persons) by train, bus or other means of transportation, and if the expected time of the journey by the said means of transportation would last longer than 12 hours, the Alarm Centre of Compensa shall cover of the costs of transport by a plane of passenger licensed airlines – economic class ticket. The benefit is realised only in the case if the originally assumed means of transportation cannot be used. The costs of transport of a child (children) or a dependent person (persons) is covered up to the maximum value of the sum insured defined for the treatment costs in the policy.

If, due to the reasons beyond the control of the Insured, the contact with the Alarm Centre of Compensa was impossible and the care of the under-age children or dependent persons of the persons accompanying the Insured in the trip, was organized by the family members, close persons of the Insured or third persons on their own, COMPENSA, within the sum insured for the treatment costs defined in the policy, shall refund the costs of the organized care of the under-age children or dependent persons of the persons accompanying the Insured, but only up to the amount which would have been incurred by the Alarm Centre of Compensa if it had organized the transport and stay of the person called to the Insured to the territory of the Republic of Poland or the Insured's country of residence;

4) board and accommodation of the Insured abroad for convalescence – if the Insured, after completed hospitalization connected with an accident or sudden illness, cannot be transported to the territory of the Republic of Poland or the Insured's country of residence, and this fact is certified in writing by the attending physician carrying out the treatment abroad, the Alarm Centre of Compensa shall cover the costs of board and accommodation of the Insured abroad for the purpose of convalescence for the period up to 7 days with a daily limit amounting to the equivalent of EUR 100 in maximum;

5) assistance in case of the necessity of an earlier return of the Insured to the territory of the Republic of Poland or the Insured's country of

residence – if the Insured is forced to a sudden, earlier return to the territory of the Republic of Poland or the Insured's country of residence, in connection with the occurrence of one of the events referred to below in letters a) to c), the Alarm Centre of Compensa shall organise and cover of the costs of a trip by train, bus or other means of transportation, and if the expected time of the journey by the said means of transportation would last longer than 12 hours, the Alarm Centre of Compensa shall cover of the costs of transport by a plane of passenger licensed airlines – economic class ticket. The benefit is realised only in the case if the originally assumed means of transportation cannot be used. The benefit in question is due only in the case of:

a) a documented sudden illness or accident, resulting in hospitalization of a family member or a close person of the Insured;

b) the death a family member or a close person of the Insured;

c) the occurrence of random events in the Insured's place of residence, documented in a relevant manner, and causing the necessity to perform legal and administrative activities, where the Insured's presence is necessary;

The costs of transport in case of the Insured's earlier return to the territory of the Republic of Poland or the Insured's country of residence, is covered up to the maximum value of the sum insured defined for the treatment costs in the policy.

If, due to the reasons beyond the control of the Insured, the contact with the Alarm Centre of Compensa was impossible and the transport of the Insured was organized by the Insured, the family members, close persons of the Insured or third persons on their own, COMPENSA, within the sum insured for the treatment costs defined in the policy, shall refund the costs of transport, but only up to the amount which would have been incurred by the Alarm Centre of Compensa if it had organized the transport in case of the necessity of the earlier return of the Insured to the territory of the Republic of Poland or the Insured's country of residence;

6) coverage of the costs of search and rescue – if the Insured was lost during the trip, COMPENSA shall cover the costs of searching of the Insured in the mountains, on land and water, carried out by specialized units (costs of search) and the costs of providing emergency medical aid (costs of rescue). The costs are covered at the amount of the factually incurred costs for searching and rescuing, however not more than up to the equivalence of EUR 12,500 over the sum insured defined for the treatment costs;

7) replacement in a business trip – if the Insured, as a consequence of an accident or sudden illness, is not able to perform his/her business activities abroad for the period of at least 10 days, the Alarm Centre of Compensa shall organise and cover of the costs of a business trip of a person delegated to replace the Insured. The Alarm Centre of Compensa shall cover of the costs of transport by train, bus or other means of transportation, and if the expected time of the journey by the said means of transportation would last longer than 12 hours, costs of transport by a plane of passenger licensed airlines – economic class ticket. The costs of transport of a person delegated to replace the Insured is covered up to the equivalent of EUR 1000;

8) continuation of a planned trip – if the Insured's health condition, after ending of hospital treatment connected with an accident of sudden illness, enables the trip to be continued, the Alarm Centre of Compensa, upon the Insured's request, shall organize and cover the costs of transport from the place of hospitalization to the next stage of



the documented interrupted trip, by train, bus or other means of transportation, and if the expected time of the journey by the said means of transportation would last longer than 12 hours, costs of transport by a plane of passenger licensed airlines – economic class ticket. The costs of transport is covered up to the maximum value of the sum insured defined for the treatment costs in the policy;

9) substitute driver – if, in connection with an accident of sudden illness, the Insured's health condition prevents him from driving a motor vehicle by which he travelled before, the Alarm Centre of Compensa shall organize and cover the costs of a substitute driver who will drive the car on the way back to the Republic of Poland or the Insured's country of residence. The costs of the substitute driver are covered in maximum up to the equivalence of EUR 1000. The benefit is realised if the Insured is not accompanied in his/her trip by any person having a driving licence and provided that the medical doctor carrying out the treatment abroad certifies in writing that there are medically justified contraindications to drive a car by the Insured. The costs connected with the organization of a substitute driver, included in the insurance, shall not include additional costs, i.e.: costs of fuel, road tax vignettes, charges for motorways or a ferry, insurance of vehicle, possible costs of accommodation or board;

10) sending necessary personal items – if personal items necessary for the Insured during his/her trip have been damaged, destroyed or lost, then upon the Insured's request, the Alarm Centre of Compensa shall organize and cover the costs of dispatch of personal items. The said items shall be sent to the place of the Insured's stay if they are made available and delivered by the persons specified by the Insured to the Alarm Centre of Compensa;

11) legal aid – if the Insured, during the trip, needs legal aid in the field of third party liability pursuant to the law of the country where the Insured is located, the Alarm Centre of Compensa shall organize and pay the fee of a lawyer and an interpreter/translator, in maximum up to the equivalence of EUR 2000 for all events occurred in the period of insurance. COMPENSA shall bear no liability if the Insured's problem regards his/her business activity, professional activity, driving or possession of a mechanical vehicle. COMPENSA shall bear no liability for the actions of the person providing legal aid;

12) aid of an interpreter – if the Insured, as a consequence of an accident or sudden illness, needs the aid of an interpreter, the Alarm Centre of Compensa, upon the Insured's request, shall organize such aid, up to the maximum equivalent of EUR 250 for all events occurred in the period of insurance protection. The aid of an interpreter is provided by phone in English, German, French, and Russian;

13) financial aid – if the Insured, as a consequence of an event covered by the insurance protection, lost, or his/her payment means such as cash, cheques, payment cards, have been damaged, the Alarm Centre of Compensa shall make a prepayment or payment up to the equivalent of EUR 500 to cover necessary expenses connected with board and accommodation. The financial aid shall take place after the Insured reports to the Alarm Centre of Compensa provided that the event as a consequence of which the Insured remains without payment means is documented. The Insured undertakes to return the sum provided by COMPENSA within 7 days from the date of the Insured's return to the territory of the Republic of Poland or the Insured's country of residence, but not later than within 45 days from the payment made by COMPENSA.

7. In case if the insurance protection is extended and additional

premium is paid, according to § 3 section 2 subsection 5, in the TOP Assistance Package, the Insured is additionally entitled to the benefit of the coverage of costs of the unused Ski-Pass – if the Insured, as a consequence of an accident or sudden illness, certified with medical documentation, is not be able to practice winter sports and use his/her Ski-Pass (a pass giving the right to use ski lifts and participate in the classes of a ski or snowboard school), COMPENSA shall refund the costs of the unused pass to the Insured but up to the maximum equivalence of EUR 100. The said refund is made pro rata to the unused part of the pass and shall take place only then if the Insured is not given the possibility to return the Ski-Pass to the seller.

§ 14. EXCLUSIONS OF LIABILITY

1. Notwithstanding the exclusions referred to in § 4, COMPENSA shall bear no liability for the costs of treatment and costs of assistance benefits which are the consequence of:

1) treatment of the Insured in case of his/her refusal to return to the Republic of Poland or the Insured's country of residence, which is contrary to the recommendations of the medical doctor carrying out the Insured's treatment abroad;

2) abortion procedure unless it was carried out to rescue life or health;

3) childbirth which took place after the 31st week of pregnancy;

4) artificial insemination or treatment of infertility, and those connected with the purchase of contraceptives;

5) special feeding of the Insured, purchase of health enhancers and means usually used by the Insured, vaccinations, massages, baths, inhalations or radiations;

6) stay and treatment in sanatoria, health-resorts, holiday houses or addictions treatment institutions, physiotherapy, heliotherapy, procedures due to aesthetic recommendations, plastic surgeries, cosmetic surgeries;

7) failure to undergo vaccinations or other preventive procedures necessary before trips to the countries where such procedures are required;

8) sexually transmitted diseases, HIV infection and AIDS;

9) dental surgeries of preventive nature;

10) treatment of dental crown, dental root, parodontosis, removal of dental calculus or the purchase or repair of dental prostheses;

11) epidemics or contaminations provided that the extent of the epidemics danger, the state of epidemics or a public warning of the danger of contamination, had been announced before the Insured's trip.

2. Additionally, the agreement shall not cover the costs incurred for the treatment:

1) exceeding the scope necessary to redress the health condition giving the Insured the possibility to return to the Republic of Poland or the Insured's country of residence;

2) if, due to medical reasons, there have been medical contraindications to go for the trip by the Insured;

3) if they result from illnesses or the consequences of accidents which took place outside the period of insurance;

4) if they arose due to illnesses which were the cause of the Insured's hospitalization in the period of at least 12 months preceding the conclusion of the agreement.



ACCIDENT INSURANCE

§ 15. SUBJECT AND SCOPE OF INSURANCE

1. The subject of insurance is the health and life of the Insured.
2. The insurance includes the consequences of accidents specified in section 3 suffered by the Insured during travelling during the term of the period of insurance.
3. The scope of protection shall include:
 - 1) permanent detriment to the Insured's health;
 - 2) the Insured's death;
 - 3) the coverage of the costs of rental or purchase of special aids;
 - 4) the coverage of the Insured's professional requalification.

§ 16. REIMBURSEMENT OF THE COSTS OF RENTAL OR PURCHASE OF SPECIAL AIDS

1. If the Insured, as a consequence of an accident suffers a bodily injury causing a permanent detriment to health which, according to the recommendation of the medical doctor carrying out the treatment, requires the rental or purchase of special aids, COMPENSA shall cover the costs of their rental or purchase incurred by the Insured, provided that the said costs have not been covered by the social insurance or under another insurance agreement within the scope leading to the full redressing of the damage (coverage of the costs incurred by the Insured).
2. COMPENSA shall reimburse the costs which are purposeful and justified by the Insured's health condition, incurred by the Insured to rent or purchase the special aids up to the amount of the costs factually incurred by the Insured but not more than up to the sum of PLN 3000. COMPENSA reserves the right to verify the costs incurred by the Insured according to the average market prices to be in force in the country where such costs were incurred.
3. The reimbursement of the costs of rental or purchase of the special aids shall take place after submitting in COMPENSA of the medical documentation proving the necessity to use them by the Insured. The reimbursement of costs is made on the basis of original bills (issued by name for the Insured) proving the fact that the costs in question were incurred by the Insured, and other documents asked by COMPENSA which are necessary for the correct consideration of the claim.

§ 17. PROFESSIONAL TRAINING OF DISABLED PERSONS

1. COMPENSA undertakes to reimburse the costs of the Insured's professional requalification incurred as a consequence of an accident.
2. The costs of the disabled persons' professional requalification shall be reimbursed up to the value of 25% of the sum insured but not more than up to PLN 6000.
3. The costs of the disabled persons' professional requalification shall take place on the basis of original bills or invoices submitted by the Insured, provided that:
 - 1) they are issued by name for the Insured;
 - 2) a relevance of the professional requalification has been decided with respect to the Insured and such decision was issued by a certifying physician of ZUS [Social Insurance Agency];
 - 3) the costs have been incurred on the territory of the Republic of Poland within 2 years from the date of the accident provided that the said costs have not been reimbursed from social insurance or under another insurance agreement covering the same scope of insurance within the scope leading to the full redressing of the damage (coverage of the costs incurred by the Insured).

§ 18. EXCLUSIONS OF LIABILITY

1. Notwithstanding the exclusions referred to in § 4, COMPENSA shall bear no liability for the consequences of accidents, resulted from:
 - 1) undergoing by the Insured the treatment and procedures of medical nature unless they were connected with the treatment of the consequences of an accident and was ordered by the medical doctor;
 - 2) procedures or treatment carried out with unconventional methods;
 - 3) poisoning with solid substances or liquids which penetrated into the body by respiratory or digestive system or through skin;
 - 4) occupational disease and other diseases, even those appearing suddenly or after the occurrence of an accident;
 - 5) complications of pregnancy and childbirth;
 - 6) any somatic diseases;
 - 7) pathological break, i.e. a break occurring as a result of medical conditions of bones existing before and the greenstick fracture (the so-called bone crack).

§ 19. ASSESSMENT OF BENEFIT

1. If, as a consequence of an accident, the Insured suffers a permanent detriment to health, COMPENSA shall pay a benefit to the Insured of 1% of the sum insured per each 1% of the permanent detriment to health, save as section 3.
2. If, as a consequence of an accident, the Insured suffers a permanent detriment to health of 100%, COMPENSA shall pay a benefit to the Insured of 100% of the sum insured, save as section 3.
3. The benefit for the permanent detriment to health is due only in the case if the permanent detriment to health took place before the expiry of 12 months from the day of the accident.
4. In case of a loss or damage to the organ, system or apparatus, the functions of which had been impaired as a consequence of an accident or medical condition which took place earlier, the percentage of the permanent detriment to health regarding this organ, system or apparatus, shall be reduced respectively by the percentage of the detriment to health existing before the accident covered by the agreement.
5. In justified cases, the degree of the permanent detriment to health may be determined on the basis of additional medical examinations of the Insured or diagnostic tests with minimum risk, exclusive genetic tests. The costs of the said examinations and tests are covered by COMPENSA.
6. The percentage of the permanent detriment to health in its particular cases shall be defined in the "Table of a percentage permanent detriment to health" referred to in § 2 section 38.
7. If the degree of the permanent detriment to health had not been determined before the Insured's death, the degree of the permanent detriment to health is deemed to be the assumed degree of the permanent detriment to health determined according to the medical doctor's assessment and based on the documentation gathered.
8. If the Insured died before the payment of the due benefit for the permanent detriment to health:
 - 1) if the Insured's death was not the consequence of an accident – the unpaid benefit for the permanent detriment to health is paid to the Entitled Person;
 - 2) if the Insured's death was the consequence of an accident and provided that the death occurred after the claim due to a permanent detriment to health was reported to COMPENSA – the Entitled Person is paid the benefit for the permanent detriment to health which was not



paid to the Insured, and the benefit due to the Insured's death as a consequence of accident.

9. The benefit due to the Insured's death as a consequence of accident is paid by COMPENSA to the Entitled Person in the sum of 100% of the sum insured, save as section 10. The benefit due to the Insured's death as a consequence of accident is due only if the Insured's death occurred before the expiry of 24 months from the day of the accident.

10. If the Insured received a benefit for the permanent detriment to health and then, within 24 months from the day of the accident, died as a consequence of losing his/her health being the consequence of the said accident, the Entitled Person has the right to the benefit due to the Insured's death:

- 1) provided that the benefit for the permanent detriment to health paid previously to the Insured shall not exceed the benefit for the Insured's death defined in section 4;
- 2) while the benefit paid to the Entitled Person is reduced by the sum previously paid to the Insured.

THIRD PARTY LIABILITY INSURANCE IN PRIVATE LIFE

§ 20. SUBJECT OF INSURANCE

1. The subject of insurance is the tort third party liability (the civil and legal liability resulting from a tort) of the Insured in private life for personal and material damage caused during travelling to third parties, to the redressing of which the Insured is obliged pursuant to the provisions of the country where he/she stays.

2. The insurance protection covers the damage referred to in section 1 being the consequence of an event which occurred during the period of insurance.

§ 21. EXCLUSIONS OF LIABILITY

1. Notwithstanding the exclusions referred to in § 4, COMPENSA shall bear no liability for the damage:

- 1) caused by the Insured to the Insured's close persons and family members;
- 2) caused to another Insured insured under the same agreement (in case of group and family agreements);
- 3) resulting from a non-performance or improper performance of an obligation;
- 4) occurred in connection with running a business activity or any other professional activity regardless of its legal basis, as well as those caused by the things manufactured or delivered by the Insured or works and services performed by him/her;
- 5) consisting in the occurrence of pure financial losses (losses which are not material damage, personal damage and the consequences thereof);
- 6) consisting in the destruction, damage or loss of monetary values, silver and gold coins, products made of precious stones and metals, and collections;
- 7) resulting from the transmission of a disease by the Insured and by animals being under his/her care;
- 8) resulting from hunting.

2. COMPENSA shall not cover the following items with the insurance protection:

- 1) the Insured's third party liability due to damage caused to the property of third parties which came in the possession of the Insured on the basis of a lease agreement, leasing agreement, agreement for lending of use, storage agreement or any other similar agreement (not

applicable to the damage caused in the rooms rented in a hotel, pension or agrotouristic farm);

2) the Insured's third party liability due to resulting from driving, using or starting any motor vehicles, aircrafts and water crafts, as well as self-propelled working and farm machines, except for small vessels;

3) the Insured's third party liability due to the damage to the property of third parties, in the possession of which the Insured entered being mala fide;

4) fines, administrative penalties, court penalties, traffic fines and other monetary penalties including punitive compensation imposed on the Insured;

5) the damage included in the obligatory third party liability insurance.

3. COMPENSA shall bear no liability for material damage the sum of which does not exceed PLN 200.

INSURANCE OF TRAVEL LUGGAGE

§ 22. SUBJECT OF INSURANCE

1. The subject of insurance is the travel luggage belonging to the Insured if it is under a direct care of the Insured or if:

1) it was entrusted to a professional carrier to transport it on the basis of a transport document;

2) was given to the left luggage office upon receipt;

3) was placed in a closed room in the place of the Insured's accommodation, except for in a tent;

4) was placed in a locked individual luggage room on a station or in a hotel;

5) was placed in a locked car boot, cabin of a car trailer or a vessel.

2. The subject of insurance includes also the costs, which in result of the luggage delay by at least 4 hours, had to be incurred by the Insured during the trip for the purchase of daily use items in order to replace the items which are in the travel luggage.

3. COMPENSA shall reimburse the costs of purchase of the items referred to in section 2, up to the amount of 50% of the luggage sum insured, on the basis of original purchase receipts and provided that the travel luggage was entrusted to a professional carrier on the basis of a relevant transport document.

§ 23. SCOPE OF INSURANCE

1. The insurance protection covers the damage being the consequence of destruction, damage or loss of the travel luggage as a result of:

1) random events;

2) rescue operation carried out in connection with the occurrence of events referred to in section 1;

3) a land, air or water communication accident;

4) an accident or sudden illness suffered by the Insured, as a consequence of which the Insured was deprived of the possibility to look for the travel luggage and protect it against loss;

5) theft with burglary;

6) robbery;

7) disappearance if the travel luggage was under the care of professional carrier to whom it was entrusted on the basis of a relevant transport document.

2. If the travel luggage was lost due to a theft with burglary from a car vehicle, cabin of a car trailer or a vessel, COMPENSA shall bear the liability provided that:

- 1) the travel luggage was stored in a car boot, or a cabin of a trailer, and was not visible outside;



2) the vehicle or the trailer were equipped with a permanent roof (hardtop) and they were properly closed by a securing lock.

3. If the event occurs, the Insured is obliged to use the means available to him/her to rescue the insured property and prevent from the damage or reduce its size. COMPENSA, within the sum insured of the travel luggage, shall reimburse the costs resulting from using of the means mentioned in the above sentence, if the said means were purposeful even if they turned out to be ineffective.

4. Additionally, within the sum insured of the travel luggage, COMPENSA shall reimburse the following costs which are justified with the circumstances of the given event and documented:

- 1) costs of the reproduction of identity cards, passports, driving licences, vehicles registration certificates, school identity cards, and students' identity cards, belonging to the Insured, up to the sum of PLN 250;
- 2) costs of the security of the threatened property against the increased damage size;
- 3) costs of rescuing of the property affected with the damage.

§ 24. EXCLUSIONS OF LIABILITY

1. Notwithstanding the exclusions referred to in §4, COMPENSA shall bear no liability for the damage:

- 1) being the consequence of a normal tear and wear of things or spontaneous ignition, self-rottenness, leakage, and with respect to the things which are breakable or being in a glass packaging – breakage or the loss of value of the damaged thing;
- 2) consisting only in the damage or destruction of items in which the traveller's luggage is transported (i.e. suitcases, trunks);
- 3) occurred in the electrical machines and devices as a result of their defects and the activity of electric current with improper parameters unless the activity of the electric current caused a fire;
- 4) occurred as a result of a theft made in a different way than the one defined in § 2 section 10;
- 5) occurred as a result of a theft with burglary from the roof rack of a car if at least one of the walls of the rack was made of a poor material or if the rack was not secured with a securing lock;
- 6) occurred by a slow activity of temperature, gases, water, steam, moist, dust, soot, shocks and through fungus;
- 7) the value of which exceeds PLN 200.

2. Additionally, the agreement shall not cover:

- 1) jewellery, silver, gold and platinum both in scrap and bars;
- 2) precious stones, semi-precious stones, pearls which are not an utility product;
- 3) files, documents, manuscripts, programs and computer data, payment and credit cards, travel tickets, goods vouchers, saving books and bonds, cheques, bills of exchange, keys;
- 4) monetary values;
- 5) computer hardware, software, cassettes, CDs, books, binoculars, data carriers, connection devices and electronic equipment, save as § 2 section 32;
- 6) medical equipment, medical devices, rehabilitation equipment, prostheses, any type of glasses, contact lenses and medications;
- 7) sports equipment, save as § 2 section 33;
- 8) firearms of any type, propulsion fuels;
- 9) items the number of which proved that they are intended for commercial purposes;
- 10) items intended for commercial, service or manufacture activity;
- 11) clothing made of natural skin or fur;

12) masterpieces, antiques, collections, hunting trophies, any type of medical instruments;

13) resettlement property;

14) car accessories, items being the equipment of trailers, camper vans or vessels.

§ 25. ASSESSMENT OF COMPENSATION

1. The amount of compensation is assessed according to retail prices for the items of the same or similar type and kind on the day of the damage occurrence, reduced by the degree of the tear and wear of the items which were affected by the damage, and by the remains which may be intended for further use or sale, or according to the costs of repair.

2. The amount of compensation for the repair of damaged items is assessed according to average prices binding in the service points or on the basis of bills. The Insured is obliged to report the event to COMPENSA and submit of the above-mentioned bills not later than within 3 months from the day of the event occurrence. In case of an intentional violation or gross negligence of the obligation to report the event on time referred to in above, COMPENSA may reduce the compensation respectively if the violation contributed to the increase of the damage or prevented COMPENSA from the determination of the circumstances and consequences of the event. The consequences of the failure to report the event to COMPENSA shall not take place of COMPENSA, within the term specified to make the said reporting, received the information on the circumstances which should have been given to it.

3. The amount of compensation cannot exceed the factual value of the item as of the day of the damage.

4. If the Insured receives a compensation from a third person obliged to repair the damage, COMPENSA shall off-set the received amount from the compensation due.

5. The amount of compensation shall be reduced by the value of the remains which may be intended for further use, modification or repair.

6. While assessing the amount of compensation, the following items are not taken into consideration:

- 1) the collection, scientific, historical, numismatic value and personal likings;
- 2) costs resulting from the lack of replacement parts or other materials necessary to restore the existing state from before the damage occurrence.
7. If, after the compensation payment, the Insured got back the lost items, COMPENSA may demand the Insured to return the compensation paid for the said items or transfer the rights for the said items into COMPENSA.

§ 26. FINAL PROVISIONS

1. Any notices and statements made by the parties in connection with the agreement shall be made in writing upon receipt of delivery or sent by registered mail. The Parties undertake to inform each other of any change to their registered office (address).

2. In case of any complaints or grievances filed by the Insurant, the Insured or the person entitled under the insurance agreement, they may be reported to the Insurance Ombudsman or via a competent branch office of COMPENSA to the competent central unit of COMPENSA specified by the branch office, for their consideration.

3. The competent organisational unit of the central unit of COMPENSA



is obliged, within 30 days from receiving a complaint, to express its stance on a given matter.

4. Action for claims arising from the agreements concluded on the basis of GTI may be brought either according to the general provisions or by the court competent for the place of residence or the registered office of the Insurant, the Insured or the person entitled under the agreement.

5. In all matters not settled herein the provisions of the Civil Code, the Act on Insurance Business and other relevant legal acts, shall apply.

6. The GTI have been approved by the Management Board of Compensa Towarzystwo Ubezpieczeń S.A. Vienna Insurance Group by the Resolution No. 27/2013 of 24 April 2013 and shall apply to the insurance agreements concluded from 4 June 2013.

Franz Fuchs
President of
the Management Board

Michał Gomowski
Vicepresident of
the Management Board