

**GENERAL TERMS AND CONDITIONS OF INSURANCE  
OF MEDICAL EXPENSES FOR FOREIGNERS  
DURING THEIR STAY IN  
THE REPUBLIC OF POLAND**

Information on the provisions of the general terms and conditions of insurance of medical expenses of foreigners during their stay in the Republic of Poland - in accordance with Art. 17 sec. 1 of the Act of 11 September 2015 on insurance and reinsurance business (Journal of Laws of 2015, item 1844 as amended.)

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|                                                                                                                                              |                                                                                                        |
| Conditions for the payment of compensation and other benefits or the surrender value of the insurance                                        | § 2, § 3, § 4, §6, § 7 sec.1 and 2, § 13<br>Clause No. 1: § 1, § 2, § 4, § 5<br>Clause No. 2: § 1, § 2 |
| Limitations and exclusions of the insurance company's liability entitling it to refuse to pay indemnity and other benefits or to reduce them | § 5, § 7 sec. 3, 4 and 5, § 14, § 16, § 17<br>Clause No. 1: § 6<br>Clause No. 2: § 3, § 4              |

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**GENERAL PROVISIONS**

**§ 1**

1. These General Terms and Conditions of Third Party Liability Insurance, hereinafter referred to as "GTC", shall apply to insurance contracts concluded by TUZ Towarzystwo Ubezpieczeń Wzajemnych, hereinafter referred to as "TUZ Ubezpieczenia", with natural persons, legal entities and organisational units without legal personality, hereinafter referred to as Policyholders.
2. The insurance contract may be concluded for the account of a third party, in which case the provisions of the GTC shall apply to the Insured accordingly. The Policyholder shall be liable to pay the premium.

3. Provisions additional to or different from those set out in these GTCs may be introduced into the insurance contract by mutual agreement of the parties, but any provisions additional to or different from those set out in these GTCs and any changes to the insurance contract already concluded must be made in writing in the form of an annex or addendum to the insurance contract, otherwise they shall be null and void.
4. In matters not regulated in the GTC, the insurance contract shall be governed by the relevant provisions of Polish law, in particular the Act of 23 April 1964 Civil Code and the Act of 11 September 2015 on insurance and reinsurance business.

**DEFINITIONS:****§ 2**

The terms used in these GTCs shall mean:

- 1) **act of terror** - an illegal act or action organised for ideological, religious, political or social motives, whether individual or group, carried out by persons acting alone or on behalf of or on behalf of any organisation or government, directed against persons, objects or the public, intended to influence the government, create chaos, intimidate the population or disorganise public life by use of violence or threat of violence;
- 2) **brawl** - a physical struggle between two or more persons in which they attack and defend each other, where each participant in the brawl voluntarily and knowingly assumes and reconciles the role of attacker with that of defender;
- 3) **disease** - a reaction of the organism to a pathogenic agent, manifested by disturbance of the functions or damage to the structure of the organism, causing undesirable symptoms different from those of a healthy organism,
- 4) **chronic disease** - a disease diagnosed before the start of the insurance cover which has a long-term course, usually lasting for months or years, and which is treated on a permanent or intermittent basis;
- 5) **foreigner** - a natural person who does not hold Polish citizenship. A foreigner who is a citizen of two or more states is treated as a citizen of the state whose travel document constituted the basis for entry into the territory of the Republic of Poland;
- 6) **integral deductible** - the amount up to which TUZ Ubezpieczenia is not liable for the loss incurred;
- 7) **country of permanent residence** - the country indicated in the application for insurance in which the Insured holds a settlement permit or in which the Insured holds citizenship or in which he is covered by social insurance;
- 8) **Client-**
  - a) natural person,
  - b) legal person,
  - c) an organisational entity which is not a legal person but which is endowed with legal capacity by the applicable legislation, being the Insurer, the Insured, the Beneficiary or any other beneficiary from the insurance agreement, a heir having a legal interest in the establishment of liability or the fulfilment of the benefit from the insurance agreement, this definition shall apply to the process of submitting and processing a claim as defined in § 19 of the GTC;
- 9) **ameliorative treatment** - medical therapy prescribed by a doctor to restore as much of the body's mental and physical function as possible; rehabilitation is also considered ameliorative treatment;
- 10) **sudden illness** - a medical condition occurring suddenly during the period of TUZ Ubezpieczenia liability in the territory of the Republic of Poland, endangering the health or life of the Insured and requiring immediate medical assistance, in connection with which it was necessary to undergo treatment before returning to the country of permanent residence;
- 11) **consequences of chronic diseases** - sudden aggravation of symptoms of a chronic disease in the territory of the Republic of Poland, during the period of TUZ Ubezpieczenia liability, requiring immediate medical assistance, in connection with which it was necessary to undergo treatment before returning to the country of permanent residence;
- 12) **personal accident** - a sudden event caused by an external cause not resulting from a medical condition, as a result of which the Insured sustained a bodily injury, disorder of health, causing permanent damage to health or death;
- 13) **close person** - a person remaining in a joint household with the Insured, i.e. the Insured:
  - a) spouse or cohabiting partner,
  - b) children, stepchildren, adopted children and adopted children,
  - c) parents, stepfather, stepmother, in-laws, adopters,
  - d) grandparents, grandchildren, siblings, sons-in-law, sons-in-law;
- 14) **indemnity** - the amount TUZ Ubezpieczenia is obliged to pay to the Insured or a third party for material damage resulting from an insurance accident;
- 15) **hospital stay** - a stay of the Insured in a clinic or hospital, lasting continuously for not less than 24 hours, the first day of stay shall be regarded as the day of registration, and the last day shall be regarded as the day of discharge from hospital; the day of hospital stay shall be regarded as a calendar day on which the Insured stayed in hospital, regardless of how long his/her stay lasted on a given day;
- 16) **work** - performance by the Insured of activities, for which remuneration is customarily paid, regardless of the legal basis of employment, as well as non-remunerative activities, in particular such as voluntary work, internships, apprenticeships and vocational training;
- 17) **work with an increased degree of risk** - performance of work:
  - a) in mining, quarrying, explosives or pyrotechnic, radioactive and chemical products;
  - b) in shipbuilding, armaments, metals, metallurgy;
  - c) in the oil industry (oil platforms, oil wells, fuel storage facilities, petrol stations);
  - d) on high-voltage equipment;

- e) in the construction industry, including working at height, crane operators;
  - f) van, lorry and tanker drivers;
  - g) on deep-sea vessels, trawlers, factory ships, divers;
  - h) in mountain and water rescue services;
  - i) racehorse riders, jockeys;
  - j) acrobats, stuntmen, animal handlers and other professions associated with circus work;
- 18) **injured party** - any person not covered by a third party liability insurance contract against whom the Insured is liable for the damage caused;
- 19) **complaint** - a statement addressed to TUZ Ubezpieczenia by a Client who is a natural person (the Policyholder, the Insured, the beneficiary or the person entitled under the insurance contract) in which the Client reports objections concerning the services provided by TUZ Ubezpieczenia;
- 20) **claim** - a complaint directed by the Client, excluding the matters covered by the scope and subject matter reserved for the Complaint, concerning negligence, misconduct or improper performance of duties by TUZ Ubezpieczenia or insurance agents with whom TUZ Ubezpieczenia cooperates;
- 21) **competitive sports** - sports practised in competition with the aim of achieving the best possible results at sporting events, and any sport practised professionally, including practice and competition at training events;
- 22) **sports of a professional nature** - sports practiced by the Insured for remuneration, as well as those for the practice of which he/she receives a per diem, prize money or other financial benefit;
- 23) **high-risk sports** - abseiling, mountaineering, underground mountaineering, ballooning, bobsleighbing, bouldering, bungee, base jumping, downhill Mtb, heli-skiing, heli-snowboarding, cycling, including mountain biking, on terrain with obstacles (moguls, jumping ruts) or on specially prepared routes (excluding urban and tourist cycle paths), kiteboarding, kite-skiing, kite-snowboarding, hunting, paragliding parkour, rugby, parachuting, caving, aerial sports, motorboat sports within the framework of sports sections, gliding, climbing, indoor climbing, ice climbing, alpine climbing, high-performance skiing or snowboarding off-piste, expeditions to places characterised by extreme climatic or natural conditions, expeditions to mountain or highland areas at an altitude of more than 5,500 metres above sea level; expeditions to places with extreme climatic or natural conditions, expeditions to mountain or highland areas at an altitude of more than 5,500 metres above sea level; and above 5,500 m;
- 24) **amateur sports** - a sporting activity intended for relaxation or entertainment:
- a) aquatic: surfing, water skiing, rowing, sailing, kitesurfing, scuba and scuba diving, white-water diving, white-water kayaking, freediving, wakeboarding, mountain canoeing, rafting;
  - b) winter: boating, hockey, ice-skating, skiing, snowboarding, tobogganing;
- 25) **damage** - personal injury or material damage within the meaning of these GTC;
- 26) **personal injury** - an injury resulting from an insurance accident causing: death, personal injury or disorder of health and losses directly related to death, personal injury or disorder of health;
- 27) **damage to property** - damage resulting from an insurance accident consisting in the destruction, damage or loss of a thing and the loss suffered by the same victim having a direct causal relationship with the destruction, damage or loss of the thing;
- 28) **hospital** - a public or non-public health care facility operating in accordance with the provisions of national law, having the task, diagnosis and round-the-clock medical care with the use of qualified medical staff; the following are not considered hospitals within the meaning of these GTCs: nursing homes, sanatoriums, hospices, rehabilitation centres and wards, rest centres
- 29) **aids and orthopaedic appliances** - measures necessary in the course of treatment to assist in regaining full
- 30) **benefit** - the amount TUZ Ubezpieczenia is obliged to pay to the Insured in the event of recognition of a claim arising as a result of an accident that is covered;
- 31) **Table of standards for assessment of percentage of permanent health impairment** - a document containing a list of bodily injuries with accompanying complications and the corresponding percentage range of health impairment for a given impairment recommended by the Polish Insurance Medicine Association. The table shall be available at [www.tuz.pl](http://www.tuz.pl);
- 32) **permanent health detriment** - bodily injury or disorder of health resulting in impairment of bodily functions which does not lead to improvement;
- 33) **Policyholder** - a natural person, a legal person or another unincorporated organisational unit concluding an insurance contract and obliged to pay a premium;
- 34) **Insured** - the foreign national in whose favour the insurance contract is concluded;
- 35) **distance insurance contract** - a contract concluded with a Policyholder who is a consumer without the simultaneous physical presence of the parties, using one or more means of distance communication;
- 36) **Beneficiary** - a person entitled to receive indemnity or insurance benefit in the event of the Insured's death, nominated by name by the Insured, in the event that no Beneficiary is nominated or the Beneficiary dies before the date of the Insured's death or the Beneficiary loses the right to insurance benefit, the insurance benefit is due to the Insured's family members in the following order:
- a) to a spouse;
  - b) to the children in equal shares - in the absence of a spouse;
  - c) to the parents in equal shares - in the absence of a spouse and children;
  - d) to siblings in equal shares - in the absence of a spouse, children and parents;
  - e) in the absence of the persons mentioned above, on the general principles in accordance with the provisions of the Civil Code;

**37) insurance accident:**

- a) in medical expenses insurance, a sudden illness or accident;
- b) in personal accident insurance - personal accident;
- c) in private life liability insurance - an act or omission of the Insured causing damage

**OBJECT AND SCOPE OF INSURANCE****§ 3**

1. The object of the insurance shall be the costs of treatment necessary on the basis of medical knowledge to be incurred by the Insured who, while staying in the territory of the Republic of Poland, had to undergo immediate treatment in connection with a sudden disease or an accident occurring during the insurance period.
2. Documented medical expenses incurred in connection with a sudden illness or accident are covered:
  - 1) cost of medical visits,
  - 2) the costs of diagnostic tests and outpatient procedures,
  - 3) costs of hospital treatment, hospital stays, operations performed,
  - 4) the cost of purchasing any necessary medicines, dressings and aids prescribed by a doctor,
  - 5) the costs of transporting the Insured from the place of the accident or sudden illness to a medical facility and the costs of transporting the Insured between medical facilities in Poland, if the Insured's state of health so requires,
  - 6) transport costs to the hospital or place of residence indicated by the Insured subject to:
    - a) TUZ Ubezpieczenia shall cover the costs of transport of the Insured from the Republic of Poland to hospital or place of residence in the country of permanent residence by a special mode of transport and at a time other than that planned - only in the case of a written recommendation by the doctor. These costs shall be covered up to the cost of transport by a means of transport meeting the conditions specified by the doctor issuing a written recommendation for transport to the country of permanent residence. The prior approval of TUZ Ubezpieczenia shall be required for the recognition of costs for the transport of the Insured;
    - b) in case the Insured organizes his or her own transport, subject to TUZ Ubezpieczenia approval, the costs incurred shall be reimbursed within the limits of the sum insured for medical treatment, but only up to the amount of costs TUZ Ubezpieczenia would have incurred while organizing such transport;
  - 7) costs of repair or purchase of prostheses, spectacles and other aids and orthopaedic appliances to assist in the healing process, if the need to buy them or their damage was connected with a sudden illness or an accident occurring during the period of insurance,
  - 8) the costs of transporting the Insured's body to the country of permanent residence or the necessary costs of burial or cremation in the Republic of Poland:
    - a) if the Insured dies during his/her stay in Poland as a result of an accident or a sudden disease covered by TUZ Ubezpieczenia liability, TUZ Ubezpieczenia shall cover the costs of transporting the body to the place of burial in the country of permanent residence,
    - b) in the event of covering the costs of transporting the Insured's corpse to the burial place in the country of permanent residence, TUZ Ubezpieczenia shall reimburse the costs of transporting the Insured's corpse to the burial place in the country of permanent residence up to the amount of the costs that TUZ Ubezpieczenia would have incurred by having the corpse transported to the country of permanent residence by a Polish body transport company,
    - c) in the event of burial or cremation of the Insured's body in the territory of the Republic of Poland, TUZ Ubezpieczenia shall only cover the costs of burial or cremation.
  - 9) travel, subsistence and accommodation costs of the person accompanying the Insured:
    - a) TUZ Ubezpieczenia shall cover documented costs of subsistence and accommodation of one person accompanying the Insured in the territory of the Republic of Poland, in the amount not exceeding 0.5% of the sum insured for one day and no longer than for 7 days, for one and all insurance accidents;
    - b) the costs referred to in point a) shall be covered provided that a doctor's written recommendation and TUZ Ubezpieczenia prior consent have been obtained, if the Insured is hospitalized in the territory of the Republic of Poland for a period of at least 7 days and these costs have been incurred in connection with arranging the Insured's return to the country of permanent residence or in connection with accompanying the Insured during hospitalization in the territory of the Republic of Poland;
  - 10) dental treatment costs, up to an amount of 100 Euros for one and all insured accidents. TUZ Ubezpieczenia shall only cover the costs of dental treatment if the Insured has acute pain or inflammation requiring immediate medical attention during the period of liability.

**§ 4**

1. At the request of the Policyholder, against payment of an additional premium provided the insurance contract is concluded within the scope referred to in § 3, the insurance coverage may be extended by the following additional clauses, which are an integral part of these GTCs:
  - 1) Clause 1 - Personal Accident Insurance;
  - 2) Clause 2 - Private Liability Insurance.

2. To the extent not covered by the provisions of the Clauses, the provisions of the GTC shall apply. In the event of any overlap between the provisions of the Clauses and the GTC, the provisions of the Clauses shall take precedence.

**GENERAL EXCLUSIONS OF LIABILITY****§ 5**

1. TUZ Ubezpieczenia does not provide cover for insurance accident :
  - 1) caused intentionally by the Policyholder; in the event of gross negligence no indemnity shall be payable, unless payment of indemnity is equitable in the circumstances,
  - 2) caused intentionally by a relative,
  - 3) arising from the act of attempting or committing a crime by the Insured, suicide, self-mutilation or deliberately causing bodily disorder,
  - 4) arising from the Insured's driving of a motor vehicle or other vehicle or operation of machinery without the required authorisation,
  - 5) caused by the Insured in Client's assets held a state after the consumption of alcohol, or after the use of narcotic drugs, psychotropic substances or substitute substances within the meaning of the Act on Counteracting Drug Addiction of 29 July 2005, if this has influenced the accident,
  - 6) arising from hostilities, martial law, state of emergency, lockout, any armed action,
  - 7) arising from participation of the Insured in protest marches and rallies, strikes, disturbances, fights, riots, acts of terror or sabotage,
  - 8) arising from participation of the Insured in motor vehicle competitions: including rallies, test and trial driving and stunt tasks stunts,
  - 9) arising from use by the Insured of pyrotechnic or explosive materials or articles,
  - 10) arising from use of firearms by the Insured and participation in hunting,
  - 11) arising from infringements actions against local laws and prohibitions by local authorities,
  - 12) arising from nuclear, chemical or irradiation contamination.
2. In addition, no compensation or benefit is payable if an insurance accident has occurred:
  - 1) in connection with high-risk, high-performance and professional sports;
  - 2) in connection with the Insured's performance of higher risk work, unless an additional premium has been paid;
  - 3) in connection with amateur winter and water sports as defined in § 2.24, unless an additional premium has been paid.
3. The insurance cover does not extend to persons whose age exceeds 70 years, unless an additional premium has been paid, excluding persons covered under a contract concluded in group form.
4. The provisions of paragraphs 1, 2 and 3 shall also apply to the Supplementary Clauses, unless their provisions indicate otherwise. Where exclusions of liability are included in the Clauses, they are in addition to the exclusions contained in the GTC.
5. TUZ Ubezpieczenia shall apply an exclusion or limitation of its liability if there is an adequate causal connection between the insured accident or loss and the circumstance indicated in the provisions relating to the given exclusion or limitation of liability, i.e. if the insured accident or loss is a typical, normal consequence of the said circumstance.
6. TUZ Ubezpieczenia does not provide cover for medical expenses:
  - 1) medical expenses incurred outside the Republic of Poland;
  - 2) expenses incurred for special diets of the Insured, even though they shall be recommended by a doctor;
  - 3) the costs of stays and treatment in sanatoriums and spas;
  - 4) the costs of childbirth occurring after the 25th week of pregnancy and all costs relating to the treatment and care of the mother and child
  - 5) costs associated with pregnancy and all its consequences;
  - 6) the cost of terminating pregnancies and the cost of contraceptives;
  - 7) plastic surgery costs;
  - 8) the cost of prophylactic and prosthetic dental treatment, the cost of dentures, crowns, braces, bridges, the removal of tartar or costs associated with the treatment of decay;
  - 9) medical expenses to the extent that they have been covered in connection with the same insured accident under another insurance contract or from other sources;
  - 10) the cost of treatment of the consequences of bodily injury or disturbance of health resulting from medical treatment and interventions;
  - 11) costs not justified on the basis of medical knowledge;
  - 12) costs of improvement treatment;
  - 13) medical expenses, if the purpose of the trip to the Republic of Poland is to receive medical treatment;
  - 14) medical expenses not exceeding PLN 100 (integral deductible);
  - 15) the costs of medical treatment exceeding the scope necessary to restore the Insured's state of health permitting his/her return to the country of permanent residence;
  - 16) the cost of treating chronic diseases and their consequences;
  - 17) treatment costs for tropical diseases, mental disorders, congenital malformations;
  - 18) the cost of treatment of venereal disease, AIDS and other diseases caused by or related to HIV;

- 19) medical expenses related to high-performance or high-risk sports;
  - 20) medical expenses related to the Insured's performance of high-risk work, unless an additional premium has been paid;
  - 21) carrying out examinations that are not necessary for the diagnosis or treatment of the illness, medical examinations and obtaining medical certificates and carrying out preventive vaccinations.
7. In addition, cover for medical expenses shall be excluded from the insurance , when:
- 1) there were medical contraindications for the Insured to travel to the Republic of Poland, if this had an influence on the occurrence of the insured event, unless the Insured was not aware of these contraindications;
  - 2) in the event of treatment in the territory of the Republic of Poland of diseases diagnosed by a physician before the Insured was covered and their consequences or diseases treated before the beginning of the insurance period, including the consequences of these diseases.

#### **INSURANCE CONTRACT**

##### **§ 6**

1. The insurance contract is concluded on the basis of information given by the Policyholder in the insurance application, which forms an integral part of the insurance contract.
2. This information shall be provided by the Policyholder to TUZ Ubezpieczenia by means of remote communication. The information referred to in the sentence above includes, in particular, data:
  - 1) insurance period;
  - 2) scope of insurance;
  - 3) the particulars of the Policyholder as well as those of a third party where the insurance contract shall be concluded for the benefit of that third party;
  - 4) insurance amount;
  - 5) purpose of residence in the Republic of Poland;
  - 6) the number of insured persons where the contract shall be concluded in group form.
3. The conclusion of the insurance contract shall be confirmed by TUZ Ubezpieczenia by means of an insurance document.
4. TUZ Ubezpieczenia may make the conclusion of the insurance contract contingent on the information given in the application for insurance and on additional information affecting the assessment of the risk asked by the Policyholder.
5. Unless otherwise agreed, the insurance contract is concluded for a period of 12 months.
6. The Insured shall be covered under the GTCs only under one insurance contract during the same period of insurance.
7. The extension of cover by the additional clauses specified in § 4 may only take place simultaneously with the conclusion of the insurance contract for medical expenses referred to in § 3.
8. The insurance contract can be concluded:
  - 1) individually by name;
  - 2) by group in a named form.
9. If an insurance contract is concluded in individual form for the account of two, three or four persons, all these persons are covered by insurance with the same scope of insurance, with the same sums insured, extensions of cover and for the same insurance period.
10. If an insurance contract is concluded in the form of a named group insurance policy, the minimum number of insured persons is 5, all persons shall be covered with the same insurance coverage, with the same sums insured, extensions of coverage and for the same insurance period.
11. If the insurance contract is concluded in the form of a named group, a named list of the insured persons shall be attached to the contract.
12. The insurance contract can be concluded at the distance. The conclusion of a distance contract shall be conditional on reading and accepting the provisions of the regulations governing the conclusion of a distance contract, the GTC and the terms and conditions of the contract, as well as the payment of the insurance premium or the first instalment thereof by the agreed date.

#### **BEGINNING AND END OF LIABILITY**

##### **§ 7**

1. Unless otherwise agreed, TUZ Ubezpieczenia liability shall commence from:
  - 1) the date shown in the insurance document as the beginning of the period of insurance, but not earlier than the latest of the dates:
    - a) the day following the date of conclusion of the insurance contract;
    - b) the day following payment of the premium or the first instalment thereof;
    - c) the day of crossing the border of the Republic of Poland, subject to point d);
    - d) in the case of insurance contracts concluded at a border crossing point of the Republic of Poland, TUZ Ubezpieczenia liability shall commence from the date and time of conclusion of the insurance contract and payment of the premium, however not earlier than from the moment of crossing the border of the Republic of Poland.

2. If the insurance contract specifies a deadline for payment of the premium or its first instalment falling after the day on which the insurance period specified in the insurance contract begins, TUZ Ubezpieczenia liability shall start from the day specified in the insurance contract as the beginning of the insurance period.
3. If TUZ Ubezpieczenia is liable even before the premium or the first instalment thereof has been paid, and the premium or the first instalment thereof has not been paid on time, TUZ Ubezpieczenia may terminate the contract with immediate effect and demand payment of the premium for the period during which it was liable. If the contract is not terminated, it expires at the end of the period for which the unpaid premium was due.
4. If the premium is paid in instalments, non-payment of the next instalment of the premium indicated in the insurance document shall cause TUZ Ubezpieczenia liability to cease, provided that TUZ Ubezpieczenia has summoned the Policyholder to pay the premium instalment after the expiry of the deadline with a threat that non-payment within 7 days from receiving the summons shall cause the liability to cease.
5. The liability of TUZ S.A. shall end with the expiry of the insurance contract in the situations specified in § 8, § 9, §10.

#### WITHDRAWAL FROM THE INSURANCE CONTRACT

##### § 8

1. If the insurance contract is concluded for a period of more than 6 months, the Policyholder shall have the right to withdraw from the insurance contract within 30 days, or, if the Policyholder is an entrepreneur, within 7 days of the conclusion of the contract. If TUZ Ubezpieczenia did not inform the consumer policyholder of his right of withdrawal at the time of conclusion of the insurance contract at the latest, the 30-day period shall run from the day on which the consumer policyholder became aware of this right. Withdrawal from the insurance contract shall not relieve the Policyholder from the obligation to pay the premium for the period during which the insurer provided cover.
2. If the insurance contract is concluded by means of distance communication, the Policyholder who is a consumer may withdraw from the insurance contract without giving any reason by submitting a statement in writing within 30 days from the day on which he was informed of the conclusion of the contract or from the day on which he was provided with the information to be given to the consumer on the basis of the provisions on the conclusion of distance contracts, if that is later. The time limit shall be deemed to have been observed if the statement is sent before its expiry.

#### TERMINATION OF THE INSURANCE CONTRACT

##### § 9

1. Either party may terminate the insurance contract with immediate effect within 14 days of receiving a request from the other party to change the premium as a result of the disclosure of a circumstance that involves a material change in the likelihood of loss.
2. The Policyholder may terminate the insurance contract at any time by giving 30 days' notice with effect from the end of a calendar month.
3. The insurance contract may be terminated by agreement of the parties. Termination of the insurance contract by mutual agreement of the parties is possible before the end of the insurance period, if the termination of the contract is aimed at concluding with TUZ Ubezpieczenia successive insurance contracts for the same insurance period and on the basis of the same general terms and conditions of insurance (so-called equalization of insurance periods).
4. The insurance contract can be terminated by TUZ Ubezpieczenia with immediate effect in situations indicated in the provisions of the law, as well as for important reasons, which are considered to be:
  - 1) concealment or misrepresentation of circumstances inquired by TUZ Ubezpieczenia prior to the conclusion of the contract, which affected the assessment of the insurance risk or the amount of the premium due;
  - 2) the commission by the Policyholder or the Insured, if the insurance contract is concluded for the account of another person, of an offence in connection with the conclusion or performance of the insurance contract.

#### TERMINATION OF THE INSURANCE RELATIONSHIP

##### § 10

The insurance cover lapses:

- 1) at the end of the last day of the insurance period for which the insurance contract was concluded,
- 2) as of the date of withdrawal from the insurance contract pursuant to § 8 of these GTCs,
- 3) as of the date of termination of the insurance contract pursuant to § 9 of these GTCs,
- 4) on the day of termination of the insurance contract by TUZ Ubezpieczenia S.A. with immediate effect or on the expiry of the period for which the unpaid premium or the first instalment thereof is due, in accordance with § 7 (3) of GTC,
- 5) upon 7 days from the date of receipt by the Policyholder of a call for payment of an overdue premium instalment as referred to in § 7 (4) of the GTC,
- 6) as of the date specified in the parties' agreement pursuant to § 9 section 3 of the GTC,
- 7) when the insurance amount is exhausted.

#### INSURANCE AMOUNT

##### § 11

1. The sum insured for medical expenses, as specified in the insurance contract, shall constitute the upper limit of TUZ Ubezpieczenia liability.
2. The sum insured shall each time be reduced by the value of the indemnity paid.
3. The sum insured shall be determined for one Insured.
4. In order to determine the amount of the sum insured in zlotys, the average Euro exchange rate established by the National Bank of Poland and in force on the last working day preceding the day of concluding the insurance contract shall be taken.

**INSURANCE PREMIUM****§ 12**

1. The premium shall be calculated for the duration of TUZ Ubezpieczenia liability on the basis of the tariff of premiums valid on the date of conclusion of the insurance contract.
2. The premium for the insurance depends on:
  - a) insurance period;
  - b) coverage;
  - c) purpose of residence in the Republic of Poland;
  - d) the Insured's age;
  - e) number of insured persons.
3. The premium or the first instalment thereof shall be paid by the Policyholder at the time the insurance contract is concluded, unless otherwise agreed.
4. Payment of the premium for insurance concluded on the basis of Clauses 1 and 2, extending the scope of cover referred to in § 4, shall be made together with payment of the premium for insurance of medical expenses for aliens in the territory of the Republic of Poland.
5. If payment of a premium or an instalment of premium is made by bank transfer or postal order, the day on which the premium is credited to TUZ Ubezpieczenia bank account shall be deemed as the day of payment.
6. Payment of a premium or an instalment of premium shall not be deemed to be payment of an amount less than that indicated in the insurance contract.
7. In the event of disclosure of a circumstance entailing a significant increase in the likelihood of a loss TUZ Ubezpieczenia may increase the premium accordingly, starting from the time when the circumstance occurred, but not earlier than from the beginning of the current insurance period, in which case TUZ Ubezpieczenia shall call upon the Policyholder to pay the increased premium.
8. In the event of termination of the insurance relationship before the expiry of the period for which the insurance contract was concluded, the Policyholder shall be entitled to a refund of the premium for each day of unused insurance cover.
9. The claim for payment of the premium shall lie with TUZ Ubezpieczenia exclusively against the Policyholder.

**OBLIGATIONS OF THE POLICYHOLDER****§ 13**

1. The Policyholder shall be obliged to make TUZ Ubezpieczenia aware of all circumstances known to TUZ Ubezpieczenia which were inquired about in the Insurance Form or in other letters prior to the conclusion of the contract. If the Policyholder concludes the contract through a Representative, this obligation shall also be incumbent on the Representative and shall furthermore include the circumstances known to him/her.
2. The Policyholder shall, during the term of the insurance contract, notify TUZ Ubezpieczenia without delay of any changes in circumstances that may increase the probability of loss, which TUZ Ubezpieczenia asked about in the insurance form or in other letters before the insurance contract was concluded.
3. In the case of the conclusion of an insurance contract for the account of a third party, the duties set out in paragraphs 1 and 2 of this section shall be incumbent on both the Policyholder and the Insured, unless the Insured was unaware of the conclusion of the contract for his or her account.
4. TUZ Ubezpieczenia shall not be liable for the consequences of circumstances which, in breach of subsections 1 to 3 of this section, were not brought to its knowledge. If a breach of paragraph 1, 2 or 3 of this clause has been committed intentionally, the contractual event and its consequences shall, in case of doubt, be deemed to be the result of the circumstances referred to in the preceding sentence.
5. The Policyholder is obliged to inform the Insured of the conclusion of the contract for their account. The Policyholder shall furthermore be obliged to make available to the Insured, in the manner agreed by them, information on the insurance contract concluded, the contents of the T&Cs and the procedure to be followed in the event of an insurance accident.
6. In the case of a group insurance contract for someone else's account, the Policyholder is obliged to inform TUZ Ubezpieczenia whether the Insureds are financing the cost of the insurance premium.
7. If the Insureds do not finance the cost of the insurance premium, and the Policyholder intends to make a change in this respect, then the Policyholder shall be obliged to serve the terms and conditions of the contract on each Insured before the Insured agrees to undertake the financing of the cost of the premium.
8. In the case of concluding an insurance contract for someone else's account, in particular group insurance, the Policyholder shall be obliged to provide the persons joining the insurance provided by TUZ Ubezpieczenia with information which provisions of the GCT define the prerequisites for compensation payment, as well as limitations and exclusions of TUZ Ubezpieczenia liability

entitling to refusal of compensation payment or reduction thereof, i.e. Information referred to in article 17 of the Act on Insurance and Reinsurance Business. The aforementioned information shall be communicated before the insurance is taken out, either in writing or, if the person concerned agrees, on another durable medium.

**INJURY HANDLING****§ 14**

1. In the event of the occurrence of an insurance accident that may give rise to TUZ Ubezpieczenia liability, the Policyholder/Insured shall be obliged to:
  - 1) notify TUZ Ubezpieczenia promptly, but not later than within 14 days from the day of the insurance accident or learning of the occurrence of the loss, subject to separate provisions, if provided for under the particular Additional Clauses;
  - 2) use the means at his disposal to mitigate the extent of the damage, and to safeguard his ability to pursue claims for damages against those responsible for the damage;
  - 3) provide TUZ Ubezpieczenia with a completed loss report form;
  - 4) provide TUZ Ubezpieczenia with other documents indicated to the Policyholder or the Insured during the loss adjustment, necessary to determine the legitimacy of claims and the amount of benefit or compensation.
2. In the case of a wilful or grossly negligent breach of the obligation set out in subsection 1 point 1 of this section, TUZ Ubezpieczenia may reduce the indemnity accordingly, if the breach contributed to the increase of the loss or made it impossible for TUZ Ubezpieczenia to determine the circumstances and results of the loss.
3. TUZ Ubezpieczenia shall be obliged, within the limits of the sum insured, to reimburse the Policyholder or the Insured for the costs resulting from the application of the measures referred to in section 1 point 2), if such measures were expedient, even if they proved ineffective.
4. The consequences of failing to notify TUZ Ubezpieczenia of a loss shall not follow if TUZ Ubezpieczenia, within the period set for notification, has received knowledge of circumstances that should have been brought to its knowledge.
5. In the case of an insurance contract concluded for the account of a third party, the notification of the occurrence of a loss referred to in subsection 1 (1) of this section may also be submitted by the Insured or the Beneficiary or any other beneficiary under the insurance contract.
6. In the event of the Insurer's or the Insured's wilful or grossly negligent non-performance of the obligation to take available measures to mitigate the loss referred to in subsection 1 point 2), TUZ Ubezpieczenia shall be free from liability for the loss caused by such failure.
7. The Policyholder or the Insured shall be obliged to deliver to TUZ Ubezpieczenia a decision on discontinuance of an investigation instituted into the loss or a copy of a final and binding court ruling within a time period allowing TUZ Ubezpieczenia to take a position on possible further proceedings.
8. If criminal or civil proceedings are instituted against the Insured in connection with the loss, the Insured shall be obliged to notify TUZ Ubezpieczenia immediately, no later than within 7 days of becoming aware of this.
9. As far as medical expenses insurance is concerned, the Policyholder/Insured shall:
  - 1) seek to alleviate the effects of the insured event by promptly obtaining medical attention and undergoing prescribed treatment, using public health services where possible;
  - 2) obtain medical documentation stating the diagnosis (medical diagnosis) and justifying the need to undergo treatment and carry out the treatment in question;
  - 3) secure evidence relating to the sudden illness or accident to substantiate a claim for reimbursement of medical expenses;
  - 4) release the doctors who provided or are providing medical care to the Insured from the obligation of medical secrecy - to the extent necessary to obtain information related to the verification of the data provided by the Insured about his or her state of health, by making a relevant declaration (e.g. when reporting a claim);
  - 5) allow TUZ Ubezpieczenia to inquire about the circumstances of the insured event;
  - 6) cover the costs of outpatient treatment on his or her own, if their total value does not exceed the equivalent of 200 PLN - these costs shall be reimbursed after reporting the claim to TUZ Ubezpieczenia.
  - 7) at TUZ Ubezpieczenia request to undergo clinical observation or examination by a doctor appointed by TUZ Ubezpieczenia.
10. TUZ Ubezpieczenia provides a 24-hour helpline service to report an event that is subject to TUZ Ubezpieczenia liability. The damage should be reported by calling 22 741 39 85.

**OBLIGATIONS OF TUZ UBEZPIECZENIA****§ 15**

1. TUZ Ubezpieczenia is obliged to deliver the text of the GTCs to the Policyholder before the insurance contract is concluded.
2. Upon receipt of a notification of an insured accident, TUZ Ubezpieczenia shall, within 7 days of receiving this notification, inform the Policyholder or the Insured, if they are not the persons submitting this notification, and undertake proceedings to determine the facts of the loss, the legitimacy of the claims made and the amount of compensation, and shall also inform the person making the claim, in writing or in any other manner to which that person has consented, what documents are necessary to determine the liability of TUZ Ubezpieczenia or the amount of compensation, if this is necessary to continue the proceedings.
3. TUZ Ubezpieczenia shall make available to the Policyholder, the Insured, the person making a claim, Beneficiary or other person entitled under the insurance contract information and documents collected for the purpose of determining TUZ Ubezpieczenia

liability or the amount of indemnity or benefit. These persons may request written confirmation from TUZ Ubezpieczenia of the information made available to them, as well as photocopies of documents to be made at their expense and certified as true copies by TUZ Ubezpieczenia.

4. The information and documents referred to in subsection 3 of this section shall be made available by TUZ Ubezpieczenia, upon request, in electronic form.
5. Method:
  - 1) to make available the information and documents referred to in paragraph 3 of this section;
  - 2) to ensure that the information provided in accordance with paragraph 3 of this section can be confirmed in writing;
  - 3) to ensure that photocopies of documents can be made and certified in accordance with paragraph 3 of this Article can not entail undue hardship for the persons referred to in paragraph 3 of this section.
6. The cost of photocopying and providing electronic information and documents to the persons referred to in paragraph 3 of this section may not deviate from the usual commercial cost of providing such services.
7. TUZ Ubezpieczenia shall keep the information and documents referred to in subsection 3 of this section until the expiry of the period of limitation of claims under the insurance contract.

#### **DETERMINATION OF DAMAGE AND COMPENSATION**

##### **§ 16**

1. The Policyholder shall be obliged to provide the documents necessary to process the claim for indemnity or benefit.
2. The Policyholder is obliged to make available other documents which TUZ Ubezpieczenia deems necessary to consider the claim for indemnity or benefit.
3. Determination of the reasonableness and amount of indemnity for reimbursement of medical expenses shall be made on the basis of the following evidence and documents submitted by the Insured or the person entitled to indemnity on this account:
  - 1) proof of the need for immediate treatment due to a sudden illness or accident, including a diagnosis (medical diagnosis),
  - 2) original receipts and original proof of payment for hospitalisation, medical assistance, transport and for medicines, dressings and aids purchased,
  - 3) original proof of payment of other expenses covered by the insurance contract.
4. TUZ Ubezpieczenia S.A.'s decision to cover the costs of transporting the Insured's corpse shall be taken upon presentation of the official death certificate or its copy and other documents indicated during the loss settlement, if they are necessary to determine the legitimacy of the claims and the amount of the benefit.
5. The documents constituting proof of the expenses incurred in connection with the provision of medical assistance to the Insured shall contain the following information:
  - 1) data of the Insured;
  - 2) details of the medical facility providing the assistance;
  - 3) stamp and signature of the doctor or person authorised to represent the medical establishment.
6. In the event of payment of a benefit or indemnity on more than one account, benefits or indemnities shall be paid in the order in which claims are reported, and reimbursement shall be made in the order in which documents confirming their occurrence are received by TUZ Ubezpieczenia.
7. The benefit or indemnity under the concluded contract shall be paid to the Insured, the Beneficiary, the Authorised Person or, in case of reimbursement of costs, to the person who has incurred these costs.
8. TUZ Ubezpieczenia shall make payments directly to the doctor or medical facility providing assistance to the Insured in the event that liabilities to these entities have not been settled by the Insured.
9. TUZ Ubezpieczenia pays indemnity in PLN, regardless of the place where the loss occurred and the type of costs incurred.
10. Costs incurred in foreign currencies shall be converted into zlotys at the average exchange rate of the National Bank of Poland on the date of determining the benefit or compensation.
11. TUZ Ubezpieczenia reserves the right to verify the documents submitted and to consult specialists.
12. Reimbursement of all covered expenses shall be made on the basis of original receipts and original proofs of payment.
13. TUZ Ubezpieczenia reserves the right to verify the invoices and other documents submitted by the Policyholder relating to the determination of the circumstances, size and amount of the loss and to consult a specialist.
14. TUZ Ubezpieczenia shall have the right to appoint an independent expert to determine the cause, the value of the loss and the compensation or benefit due, and to give the Insured instructions and guidance on how to proceed in order to mitigate the consequences of the accident or to minimise the value of the loss.

#### **COMPENSATION PAYMENT**

##### **§ 17**

1. TUZ Ubezpieczenia shall pay indemnity on the basis of recognition of the claim of the Insured, the Beneficiary or any other beneficiary under the insurance contract as a result of its own findings in the proceedings concerning determination of the facts of the event, legitimacy of the claims made, amount of indemnity, settlement concluded with the Insured, the Beneficiary or any other beneficiary under the insurance contract or a final and binding court ruling.
2. The amount of compensation paid shall be no more than the damage suffered.

3. Compensation shall be paid within 30 days of receipt of notice of the damage.
4. If it proves impossible to clarify the circumstances necessary to determine TUZ Ubezpieczenia liability or the amount of indemnity within the time limit referred to in subsection 3 of this section, the indemnity shall be paid within 14 days from the day when clarification of these circumstances was possible with due diligence, however TUZ Ubezpieczenia shall pay the undisputed part of the indemnity within the time limit referred to in subsection 3 of this section.
5. If TUZ Ubezpieczenia does not pay the indemnity or benefit within the time limits referred to in subsection 3 - 4 of this section, it shall notify TUZ Ubezpieczenia in writing:
  - 1) the person making the claim, and
  - 2) the Insured, in the case of an insurance contract concluded for the account of a third party, in particular group insurance, if he or she is not the person making the claim, of the reasons why their claims cannot be met in whole or in part, and shall pay the undisputed part of the benefit.
6. If the indemnity or benefit is not due or is due in an amount different from that specified in the claim submitted, TUZ Ubezpieczenia shall notify this in writing:
  - 1) the claimant and
  - 2) the Insured, in the case of an insurance contract concluded for the account of a third party, in particular group insurance, if he or she is not the person making the claim, of the reasons why their claims cannot be met in whole or in part, and shall pay the undisputed part of the benefit. This information includes an instruction on the possibility of judicial redress.
7. If the Policyholder, the Insured, the Insured's Beneficiary or any other beneficiary under the insurance contract does not agree with the refusal to satisfy the claim or with the amount of indemnity determined, he/she may file a request for a reconsideration of the case by TUZ Ubezpieczenia with its registered office in Warsaw.
8. The Policyholder, Insured, Beneficiary or any other beneficiary from the insurance contract shall have the right to pursue their claims before a court of general jurisdiction or before a court having jurisdiction over the place of residence or registered office of the Policyholder, Insured, Beneficiary or any other beneficiary from the insurance contract, notwithstanding the right to request TUZ Ubezpieczenia to reconsider the case. An action for a claim under the insurance contract may be brought in accordance with the rules of general jurisdiction or in the court having jurisdiction over the place of residence of the heir of the Insured, the heir of the Beneficiary or the heir of any other beneficiary under the insurance contract.

#### RECOURSE

##### § 18

1. As of the date of payment of the indemnity, the Policyholder's claims against the third party responsible for the loss shall be transferred by operation of law to TUZ Ubezpieczenia up to the amount of the indemnity paid. If TUZ Ubezpieczenia has covered only a part of the loss, the Policyholder shall be entitled to claim priority for the remainder.
2. No claims of the Policyholder against persons with whom the Policyholder has a common household shall be transferred to TUZ Ubezpieczenia, unless the perpetrator caused the damage intentionally.
3. If the proceedings against the Policyholder have been concluded with a final and binding court ruling establishing his wilful misconduct for the occurrence of the loss, TUZ Ubezpieczenia shall have a claim against the Policyholder for reimbursement of the previously paid indemnity.
4. Where an contract is concluded for the account of a third party, the provisions of sections 1-3 of this paragraph shall apply mutatis mutandis to the Insured.

#### COMPLAINTS AND CLAIMS

##### § 19

1. A complaint or grievance shall be submitted to any TUZ Ubezpieczenia organisational serving the Client.
2. A complaint or grievance may be submitted in the following forms:
  - 1) written:
    - a) in person at the registered office of TUZ Ubezpieczenia or any other TUZ Ubezpieczenia unit serving the Client.
    - b) by post sent to the registered office of TUZ Ubezpieczenia or any other TUZ Ubezpieczenia unit serving the Client;
  - 2) orally:
    - a) by phone: (+48) 22 327 60 60,
    - b) in person for the record during the Client's visit to TUZ Ubezpieczenia registered office or other TUZ Ubezpieczenia unit serving the Client;
  - 3) via e-mail to: [reklamacje@tuz.pl](mailto:reklamacje@tuz.pl);
  - 4) using the form on the website [www.tuz.pl](http://www.tuz.pl)
3. In order for the complaint or grievance to be handled efficiently, the complaint or grievance should include, in particular:
  - 1) Name and surname (name) of the Client;
  - 2) the Client's home (business) address or correspondence address and contact telephone number,
  - 3) the policy number or the claim or case number, if any.

4. At the Client's request TUZ Ubezpieczenia shall confirm the fact of receiving a claim or complaint in writing or in any other manner agreed with the Client.
5. A reply to a complaint shall be given without undue delay, but no later than 30 days from the date of receipt of the complaint. In order to meet the deadline, it is sufficient to send a reply before the deadline expires.
6. In particularly complicated cases, which make it impossible to consider the complaint or claim and to give an answer within the time limit referred to in section 5, TUZ Ubezpieczenia shall provide the customer who made the complaint or claim with information in which:
  - 1) will explain the reason for the delay,
  - 2) will indicate the circumstances that must be established for the case to be considered;
  - 3) will set an expected time limit for handling the complaint or complaint and reply, which may not exceed 60 days from the date of receipt of the complaint.
7. The response to a complaint or grievance made by the Client shall be given in writing (in paper form).
8. The response given in writing shall be sent by post or registered letter sent to the address indicated by the Client.
9. At the sole request of the Client, a response to a complaint or a claim may be provided by e-mail or other durable medium.
10. TUZ Ubezpieczenia is subject to the supervision of the Financial Supervision Commission.

**FINAL PROVISIONS****§ 20**

1. All notices and statements in connection with the insurance contract shall be made in writing or by such other means as the parties to the contract may agree.
2. An action for claims arising from the insurance contract may be brought in accordance with the rules of general jurisdiction or before the court having jurisdiction at the place of residence or registered office of the Policyholder, Insured or beneficiary under the insurance contract.
3. An action for a claim arising from an insurance contract may be brought in accordance with the rules of general jurisdiction or before the court having jurisdiction over the place of residence of the heir of the insured or of the heir of the beneficiary under the insurance contract.
4. The insurance contract concluded on the basis of these GTCs shall be governed by Polish law.
5. A dispute between the customer and TUZ Ubezpieczenia may be resolved through out-of-court dispute resolution proceedings between the customer and TUZ Ubezpieczenia, conducted by the Financial Ombudsman: address of the Financial Ombudsman's website: [www.rf.gov.pl](http://www.rf.gov.pl).
6. The client referred to in point 5 of this paragraph shall be understood as a natural person being the Insurer, the Insured, the Beneficiary or any other beneficiary under the insurance agreement, the heir having a legal interest in the determination of liability or the fulfilment of the benefit under the insurance agreement.
7. The Policyholder shall be obliged to notify TUZ Ubezpieczenia of a change of address or registered office in one of the forms mentioned in subsection 1 of this section.

**§ 21**

These GTC were approved by resolution of the TUZ Ubezpieczenia Board No. U/50/2024 dated 13<sup>th</sup> March 2024 and apply to insurance contracts concluded from 15<sup>th</sup> April 2024.

**APPENDIX\_1 - SUPPLEMENTARY CLAUSES EXTENDING THE SCOPE OF COVER****CLAUSE No. 1****PERSONAL ACCIDENT INSURANCE**

Subject to the remaining provisions of the GTC for medical expenses of foreigners during their stay in the territory of the Republic of Poland, at the request of the Policyholder and against payment of an additional premium, TUZ Ubezpieczenia shall provide cover for the consequences of personal accidents.

**§1**

1. The object of the insurance shall be the health and life of the Insured, being an individual.
2. The insurance cover shall include the consequences of accidents occurring during the term of the insurance contract in the Republic of Poland.

**§2**

1. Coverage includes the following accident benefits:
  - 1) permanent injury benefit;
  - 2) benefit for the death of the Insured due to an accident.
2. Insurance cover shall be excluded for accidents occurring during:
  - 1) the Insured's performance of higher risk work, unless an additional premium has been of the paid-up;
  - 2) amateur winter and water sports, unless an additional premium has been paid;
  - 3) high-performance or high-risk sports.

3. This insurance shall not cover accident-related loss of profit, as well as actual loss consisting in the loss, damage or destruction of personal effects belonging to the Insured or the loss or reduction of the Insured's earnings.

**§3**

Apart from the exclusions of liability set out in § 5, section 1, 2, 3 of the GTC, TUZ Ubezpieczenia shall not be liable for the consequences:

- 1) any disease or condition, even those occurring suddenly;
- 2) injuries caused by treatment or medical procedures, regardless of by whom they were performed;
- 3) to undergo medical treatment or treatment by the Insured, unless it was connected with the consequences of the accident and was ordered by a doctor;
- 4) diseases, including infections, viruses and occupational diseases;
- 5) conditions resulting from addiction to psychoactive substances and other illnesses, even those occurring suddenly or manifesting themselves after the accident;
- 6) loss of consciousness, seizures, epileptic attacks, disc damage;
- 7) heart attacks and strokes;
- 8) poisoning by solid or liquid substances that have entered the body by inhalation, ingestion or through the skin.

**§4**

1. The sum insured shall be agreed with the Policyholder when the insurance contract is concluded.
2. The sum insured for personal accident consequences is the upper limit of TUZ Ubezpieczenia liability for personal accident consequences and its amount is indicated in the insurance document.
3. The sum insured, shall not be reduced by the value of any benefit paid and shall be the basis for determining the benefit in each case.

**§5**

1. In addition to the duties set out in § 13 and § 14 of the GTC, in the event of an insurance accident the Insured shall be obliged:
  - 1) to seek to alleviate the effects of the insured event by obtaining immediate medical attention and undergoing the recommended treatment;
  - 2) to obtain medical documentation of the diagnosis (medical diagnosis), as well as documentation of the treatment given;
  - 3) to release the doctors who provided or are providing medical care to the Insured from the obligation of medical secrecy - to the extent necessary to obtain information related to the verification of the data provided by the Insured about his or her state of health, by making a relevant declaration (e.g. when reporting a claim);
  - 4) allow TUZ Ubezpieczenia to inquire about the circumstances of the insured accident;
  - 5) secure evidence relating to the accident to substantiate the claim;
  - 6) in the event of such a recommendation, to be examined by a doctor indicated by TUZ Ubezpieczenia.
2. TUZ Ubezpieczenia may request the Insured or his/her legal representative's written consent to contact the entities that provided the Insured with health services in order to obtain information related to the verification of the data given by the Insured about his/her health condition, in particular the doctors who provided or continue to provide care for the Insured.

**§6**

1. The degree of permanent impairment shall be determined on the basis of the submitted medical documents and the "Table of standards of percentage health impairment" binding in TUZ Ubezpieczenia on the day the insurance contract is concluded, without the need for the Insured to be examined by a medical examiner, subject to section 2.
2. If it is not possible to determine the degree of permanent health impairment on the basis of the submitted medical documents, the degree of permanent health impairment shall be determined by TUZ Ubezpieczenia on the basis of examinations carried out by a medical examiner appointed by TUZ Ubezpieczenia.
3. The type and amount of benefits shall be determined once it has been ascertained that there is a causal link between the accident and, respectively, the permanent health impairment or death of the Insured.
4. The determination of the causal relationship referred to in paragraph 3 shall be based on the evidence provided by the Insured, as well as on the results of the tests referred to in paragraph 2.
5. The determination of the degree of permanent impairment should take place as soon as treatment, including any rehabilitation treatment, has been completed. In the event of prolonged treatment, the final degree of permanent health impairment shall be determined no later than 12 months from the date of the accident.
6. The type of work or activity performed by the Insured shall not be taken into account when determining the degree of permanent health impairment by the Insured.
7. In determining the degree of permanent health impairment, account shall be taken of previous loss or damage to an organ, organ or system such that the degree of permanent health impairment shall be determined by the difference between the degree applicable to the organ, organ or system concerned after the accident and the degree of impairment existing before the accident.
8. In the case of permanent injury, the amount of the benefit is determined as follows:
  - 1) in the event of 100% permanent health impairment - 100% of the sum insured;
  - 2) in the case of partial permanent health impairment, the percentage of the sum insured corresponding to the percentage of permanent health impairment.
9. The benefit for the death of the Insured due to a personal accident shall be paid, provided that the Insured's death occurred within 24 months from the date of the personal accident. The benefit shall be paid to the Beneficiary in the amount of 100% of the sum insured.

10. If the Insured who was injured in the accident died before the permanent health impairment was determined, and the death was not the consequence of the accident, the benefit shall be determined according to the presumed degree of permanent health impairment determined in percentage by the medical examiner appointed by TUZ Ubezpieczenia.
11. If the Insured has received a personal injury benefit and subsequently dies as a result of this accident, the death benefit shall be paid if it is higher than the personal injury benefit paid to the Insured, taking into account the amount previously paid. The benefit is payable provided the death occurred within 12 months of the date of the accident.
12. If the Insured dies after the degree of permanent health detriment has been determined and the death is not causally connected with the accident, the permanent health detriment benefit not paid to the Insured before his or her death shall be paid to the Beneficiaries from the insurance contract.
13. In the event of the occurrence, as a result of the same accident, of several different types of permanent health impairment, the amount of the benefit shall be equal to the product of the sum insured for permanent health impairment and the sum of the percentage rates determined for each type of permanent health impairment resulting from the accident, with the proviso that the total cannot exceed 100%. In the event that the total exceeds 100%, the benefit will be paid up to the sum insured.
14. In the event of the death of the Insured, the Beneficiary shall submit a copy of the Insured's death certificate or a copy thereof.
15. In the absence of an Beneficiary, the claimant shall additionally submit a copy of a document confirming the family relationship with the Insured (e.g. a declaration of inheritance in a statutory succession), certified as a true copy of the original by an entity authorised to certify copies of documents.

**CLAUSE No. 2**  
**LIABILITY INSURANCE IN PRIVATE LIFE**

Subject to the remaining provisions of the GTC for medical expenses of foreigners during their stay in the territory of the Republic of Poland, unchanged by this Clause, at the request of the Policyholder and against payment of an additional premium, TUZ Ubezpieczenia shall cover the civil liability of the Insured in private life.

**§ 1**

1. The object of the insurance shall be the civil liability of the Insured and of the persons for whom the Insured is liable for damage caused to third parties in connection with the performance of private life activities.
2. Cover shall be for liability for personal injury or damage to property caused to the injured party during the period of TUZ Ubezpieczenia liability by a tort (liability in tort).
3. TUZ Ubezpieczenia shall be liable for insurance accidents resulting in losses occurring in the territory of the Republic of Poland.
4. Activities of private life are understood to be acts and omissions exclusively in the sphere of private life or with property held for the purpose of performing activities of private life, within the limits set by law.
5. Within the scope of the insurance cover provided, TUZ Ubezpieczenia shall be liable for actual losses and lost profits that the third party could have achieved if the damage had not been caused.
6. TUZ Ubezpieczenia shall provide cover against claims made on the basis of Polish law.

**§ 2**

1. The sum assured shall be agreed with the Policyholder when concluding the insurance contract and shall be the upper limit of TUZ Ubezpieczenia liability and its amount shall be indicated in the insurance document.
2. The sum assured, applies to one and all insured accidents and is reduced each time by the amount of benefit or compensation paid to the injured party.

**§ 3**

1. TUZ Ubezpieczenia, within the limits of the sum assured agreed in the contract, shall, in addition to the payment of the indemnity or benefit due, also cover:
  - 1) the reasonable and necessary costs of measures to mitigate the damage or to prevent an increase in the damage, even if they prove ineffective;
  - 2) the costs of the remuneration of experts appointed with TUZ Ubezpieczenia written consent to determine the causes,
  - 3) the necessary costs of legal defence in a suit brought at the direction of or with the consent of TUZ Ubezpieczenia.

**§ 4**

1. Apart from the exclusions of set out in § 5 in paragraph 1 1.2, 3 of the GTC, TUZ Ubezpieczenia shall not be liable for damages:
  - 1) caused to persons close to the Insured;
  - 2) caused to another Insured under the same insurance contract;
  - 3) arising from activities arising out of work, business or agri-tourism activities, or functions in the bodies of legal persons and other organisational entities;
  - 4) arising from infringements of personal rights or intellectual property rights;
  - 5) consisting of the payment of fines of any kind, court or administrative fines, contractual dues (including deposits and damages for withdrawal from the contract) and public and legal dues;
  - 6) consisting of the destruction, damage or loss of monetary values, securities, documents, data carriers, plans, jewellery, precious metals, collections and collections, works of art, as well as payment and credit cards issued by banks;
  - 7) consisting of pure financial loss, i.e. loss that is not personal injury or damage to property;

- 8) in movables used by the Insured on the basis of a hire, sublease, lease, loan, usufruct or other civil law agreement;
  - 9) arising from the ownership, driving, use of any motor vehicles, aircraft and watercraft, working and agricultural machinery (exclusion does not apply to: bicycles, bicycle wheelchairs, muscle-powered wheelchairs, personal watercraft);
  - 10) caused to the environment;
  - 11) resulting from the transmission of infections or infectious diseases by the Insured to other persons;
  - 12) caused by the normal wear and tear of the property in the course of use or by overloading it and using it other than for its intended purpose;
  - 13) covered by the compulsory insurance scheme;
  - 14) resulting from the Insured's assumption of liability for losses in a broader scope than that prescribed by law;
  - 15) arising in the performance of activities other than those of private life.
2. In addition, insurance cover shall be excluded for damage occurring during:
- 1) amateur winter and water sports, unless an additional premium has been paid;
  - 2) high-performance or high-risk sports.

# Medical expenses insurance for foreigners during their stay in the Republic of Poland

A document containing information about an insurance product

Company: TUZ Towarzystwo Ubezpieczeń Wzajemnych

Product: Insurance of medical expenses of foreigners during their stay in the Republic of Poland

Complete information given before the conclusion of the contract and information concerning the contract are provided in other documents - in the insurance document (policy) and in the general terms and conditions of Medical Expenses Insurance for Foreigners during their stay in the Republic of Poland approved by the resolution of the TUZ Ubezpieczenia Board No. U/50/2024 dated 13<sup>th</sup> March 2024, which contain detailed information on the principles of providing insurance coverage.

## What kind of insurance is it

This is insurance aimed at individuals who are foreigners within the meaning of the Act of 12 December 2013 on foreigners.

Insurance groups: 1 and 2 and 13 of Division II of insurance, in accordance with the Annex to the Act of 11 September 2015 on Insurance and Reinsurance Business.



## What shall be the object of the insurance?

The objects of insurance shall be, at your choice:

- ✓ **Insurance of medical expenses** for an Insured who, while staying in the territory of the Republic of Poland, had to undergo immediate treatment in connection with a sudden disease or an accident occurring during the insurance period.

The insurance shall cover documented costs of: medical appointments, diagnostic tests and ambulatory treatments, hospital treatment, hospital stay, operations performed, purchase of necessary medicines, dressing materials and aids prescribed by a doctor, costs of transporting the Insured from the place of the accident or sudden illness to a medical facility and transporting the Insured between medical facilities in Poland, transport to a hospital or a place of residence indicated by the Insured; repair or purchase of prostheses, glasses and other aids and orthopaedic appliances supporting the healing process; transport of the Insured's corpse to the country of permanent residence or costs of burial or cremation in Poland; travel, maintenance and accommodation of the person accompanying the Insured.

Upon payment of an additional premium, costs incurred in connection with an insured accident when the Insured was performing high-risk work and amateur water and winter sports will be covered.

- ✓ **Clause 1 - Personal Accident Insurance**  
The coverage includes: permanent injury benefit, accidental death benefit.

Upon payment of an additional premium, personal accident cover will be provided where the Insured has carried out high-risk work and amateur water and winter sports.

- ✓ **Clause 2 - Private Liability Insurance**  
The scope of cover includes: civil liability of the Insured and of persons for whom the Insured is liable for damage caused to third parties in connection with the performance of activities of private life, for personal or material damage caused to the injured party by a tort (civil liability in tort); costs of actions aimed at reducing the damage or preventing its increase, even if they prove ineffective; costs of remuneration of experts appointed with the written consent of TUZ Ubezpieczenia in order to determine the causes, circumstances or extent of the damage; costs of legal defence in a lawsuit conducted on the recommendation or with the consent of TUZ Ubezpieczenia.

Upon payment of an additional premium, insurance accidents related to amateur water and winter sports will be covered.

- ✓ A separate sum insured/guaranteed shall be determined for each of the above insurances.



## What does the insurance not cover?

- ✗ **Regarding the costs of treatment and Clause 1 - Personal Accident Insurance:**
  - dental treatment costs above the value of 100 Euros,
  - insurance accidents occurring in connection with high-risk sports and competitive and professional sports,
  - insurance accidents occurring in connection with amateur water and winter sports, the Insured's performance of high-risk work unless an additional premium has been paid,
  - the insurance cover does not extend to persons over 70 years of age unless an additional premium has been paid.
- ✗ **Regarding the Clause 2 – Private Liability Insurance:**
  - insured accidents occurring in connection with participation in high-level sports
  - risk and the practice of competitive and professional sports.
  - insurance accidents occurring in connection with amateur winter and water sports, unless an additional premium has been paid.



## What are the limitations of the insurance cover?

TUZ Ubezpieczenia is not liable for insurance accidents (general exclusions for all types of insurance:

- ! caused intentionally by the Policyholder; in the event of gross negligence no indemnity shall be payable, unless payment of indemnity is equitable in the circumstances,
- ! caused intentionally by a relative,
- ! arising from the act of attempting or committing a crime by the Insured, suicide, self-mutilation or deliberately causing bodily disorder,
- ! arising from the Insured's driving of a motor vehicle or other vehicle or operation of machinery without the required authorisation,
- ! caused by the Insured in a state after the consumption of alcohol, or after the use of narcotic drugs, psychotropic substances or substitute substances within the meaning of the Act on Counteracting Drug Addiction of 29 July 2005, if this has influenced the occurrence of damage,
- ! arising from hostilities, martial law, state of emergency, lockout, any armed action,
- ! arising from participation of the Insured in protest marches and rallies, strikes, disturbances, fights, riots, acts of terror or sabotage,
- ! arising from participation of the Insured in motor vehicle competitions: including rallies, test and trial driving and stunt tasks stunts,
- ! arising from use by the Insured of pyrotechnic or explosive materials or articles,
- ! arising from use of firearms by the Insured and participation in hunting,
- ! arising from infringements actions against local laws and prohibitions by local authorities,
- ! arising from nuclear, chemical or irradiation contamination.

**In the scope of medical expenses insurance, TUZ Ubezpieczenia liability shall be excluded in the field of:**

- ! medical expenses incurred outside the Republic of Poland,
- ! expenses incurred for special diets of the Insured, even though they shall be recommended by a doctor,
- ! the costs of stays and treatment in sanatoriums and spas,
- ! the costs of childbirth occurring after the 25th . week of pregnancy and all costs relating to the treatment and care of the mother and child
- ! costs associated with pregnancy and all its consequences,
- ! the cost of terminating pregnancies and the cost of contraceptives,
- ! plastic surgery costs,

- ! the cost of prophylactic and prosthetic dental treatment, the cost of dentures, crowns, braces, bridges, the removal of tartar or costs associated with the treatment of decay;
- ! medical expenses to the extent that they have been covered in connection with the same insured accident under another insurance contract or from other sources,
- ! the cost of treatment of the consequences of bodily injury or disturbance of health resulting from medical treatment and interventions,
- ! costs not justified on the basis of medical knowledge,
- ! costs of improvement treatment,
- ! medical expenses if the purpose of the trip to the Republic of Poland is to receive medical treatment,
- ! medical expenses not exceeding PLN 100 (integral deductible),
- ! the costs of medical treatment exceeding the scope necessary to restore the Insured's state of health permitting his/her return to the country of permanent residence,
- ! the cost of treating chronic diseases and their consequences,
- ! treatment costs for tropical diseases, mental disorders, congenital malformations,
- ! the cost of treatment of venereal disease, AIDS and other diseases caused by or related to HIV,
- ! the cost of treatment related to high-performance or high-risk sports and professional sports,
- ! the costs of treatment related to the Insured's performance of high-risk work, unless an additional premium has been paid;
- ! carrying out examinations that are not necessary for the diagnosis or treatment of the illness, medical examinations and obtaining medical certificates and carrying out preventive vaccinations.

In addition, cover for medical expenses shall be excluded from the insurance when:

- ! there were medical contraindications for the Insured to travel to the Republic of Poland, if this had an influence on the occurrence of the insured event, unless the Insured was not aware of these contraindications,
- ! in the event of treatment in the territory of the Republic of Poland of diseases diagnosed by a physician before the Insured was covered and their consequences or diseases treated before the beginning of the insurance period, including the consequences of these diseases.

**With regard to Clause No. 1 - personal accident insurance, TUZ Ubezpieczenia liability excludes insurance accidents occurring as a result of:**

- ! any disease or condition, even those occurring suddenly,
- ! injuries caused by treatment or medical procedures, regardless of by whom they were performed,
- ! to undergo medical treatment or treatment by the Insured, unless it was connected with the consequences of the accident and was ordered by a doctor,
- ! diseases, including infections, viruses and occupational diseases,
- ! conditions resulting from addiction to psychoactive substances and other illnesses, even those occurring suddenly or manifesting themselves after the accident,
- ! loss of consciousness, seizures, epileptic attacks, disc damage;
- ! for heart attacks and strokes,
- ! poisoning by solid or liquid substances that have entered the body by inhalation, ingestion or through the skin.

**With regard to Clause 2 - Private Liability Insurance, TUZ Ubezpieczenia shall not be liable for damages:**

- ! caused to persons close to the Insured,
- ! caused to another Insured under the same insurance contract,
- ! arising as a result of activities arising from the exercise of a profession, voluntary work and apprenticeship, business or agri-tourism activities, or the exercise of functions in the bodies of legal persons and other bodies corporate,
- ! arising from infringements of personal rights or intellectual property rights,
- ! consisting of the payment of fines of any kind, court or administrative fines, contractual dues (including deposits and damages for withdrawal from the contract) and public and legal dues;
- ! consisting of the destruction, damage or loss of monetary values, securities, documents, data carriers, plans, jewellery, precious metals, collections and collections, works of art, as well as payment and credit cards issued by banks;
- ! consisting of pure financial loss, i.e. loss that is not personal injury or damage to property,
- ! in movables used by the Insured on the basis of a hire, sublease, lease, loan, usufruct or other civil law agreement,
- ! arising from the ownership, driving, use of any motor vehicles, aircraft and watercraft, working and agricultural machinery (exclusion does not apply to: bicycles, bicycle wheelchairs, muscle-powered wheelchairs, personal watercraft),
- ! caused to the environment,

- ! resulting from the transmission of infections or infectious diseases by the Insured to other persons,
  - ! caused by the normal wear and tear of the property in the course of use or by overloading it and using it other than for its intended purpose,
  - ! covered by the compulsory insurance scheme,
  - ! resulting from the Insured's assumption of liability for losses in a broader scope than that prescribed by law.
  - ! arising in the performance of activities other than those of private life
- In addition, insurance cover shall be excluded for damage occurring during:
- ! amateur winter and water sports, unless an additional premium has been paid,
  - ! high-performance or high-risk sports.



#### Where does the insurance apply?

- ✓ Territory of the Republic of Poland



#### What are the responsibilities of the insured?

##### OBLIGATIONS OF THE POLICYHOLDER

##### Obligations at the beginning of the contract

- payment of the insurance premium

##### Obligations of the Policyholder and the Insured (if he was aware that an insurance contract had been concluded for his benefit)

##### Obligations during the term of the contract

- report any changes in circumstances about which the Policyholder informed TUZ S.A. before concluding the insurance contract, immediately upon becoming aware of them

##### Obligations in the event of an insured accident Insured shall be obliged to:

- notify TUZ Ubezpieczenia promptly, but not later than within 14 days from the day of the insurance accident or learning of the occurrence of the loss, subject to separate provisions if provided for under the particular Additional Clauses;
- use the means at his disposal to mitigate the extent of the damage, and to safeguard his ability to pursue claims for damages against those responsible for the damage,
- provide TUZ Ubezpieczenia with a completed loss report form,
- provide TUZ Ubezpieczenia with other documents indicated to the Policyholder or the Insured during the loss adjustment, necessary to determine the legitimacy of claims and the amount of benefit or compensation.

Moreover,

in respect of medical expenses and personal accident insurance (clause 1):

- seek to alleviate the effects of the insured event by promptly obtaining medical attention and undergoing prescribed treatment, using public health services where possible;
- obtain medical documentation stating the diagnosis (medical diagnosis) and justifying the need to undergo treatment and carry out the treatment in question,
- secure evidence relating to the sudden illness or accident to substantiate a claim for reimbursement of medical expenses;
- release the doctors who provided or are providing medical care to the Insured from the obligation of medical secrecy - to the extent necessary to obtain information related to the verification of the data provided by the Insured about his or her state of health, by making a relevant declaration (e.g. when reporting a claim);
- allow TUZ Ubezpieczenia to inquire about the circumstances of the insured event,
- cover the costs of outpatient treatment on his or her own, if their total value does not exceed the equivalent of 200 PLN - these costs shall be reimbursed after reporting the claim to TUZ Ubezpieczenia.

in respect of liability insurance in private life (clause 2):

- deliver to TUZ Ubezpieczenia a decision on discontinuance of an investigation instituted into the loss or a copy of a final and binding court ruling within a time period allowing TUZ Ubezpieczenia to take a position on possible further proceedings.
- notify TUZ Ubezpieczenia immediately, but not later than within 7 days of becoming aware of any criminal or civil proceedings relating to the occurrence of the loss.



#### How and when should premiums be paid?

For individuals, the premium is payable as a one-off payment.

The premium shall be spread over 2 for legal entities.

Payment of a premium or an instalment of a premium shall not be deemed to be payment of an amount less than that under the insurance contract.

##### Payment terms:

The premium or the first instalment thereof shall be paid by the Policyholder at the time the insurance contract is concluded, unless otherwise agreed..

The time limit for payment of the premium or, in the event of the premium being split into instalments, the first and subsequent instalments and their amount shall be specified in the insurance document.



#### When does the insurance cover begin and end?

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

TUZ Ubezpieczenia liability under the insurance contract concluded shall commence from: the date specified in the insurance document as the beginning of the insurance period, however, not earlier than from the latest of the dates:

- a) the day following the date of conclusion of the insurance contract,
- b) the day following payment of the premium or the first instalment,
- c) the day of crossing the border of the Republic of Poland, subject to point d),

d) in the case of insurance contracts concluded at a border crossing point of the Republic of Poland, TUZ Ubezpieczenia liability shall commence from the date and time of conclusion of the insurance contract and payment of the premium, however not earlier than from the moment of crossing the border of the Republic of Poland.

If the insurance contract specifies a deadline for payment of the premium or its first instalment falling after the day on which the insurance period specified in the insurance contract begins, TUZ Ubezpieczenia liability shall start from the day specified in the insurance contract as the beginning of the insurance period.

If TUZ Ubezpieczenia is liable even before the premium or the first instalment thereof has been paid, and the premium or the first instalment thereof has not been paid on time, TUZ Ubezpieczenia may terminate the contract with immediate effect and demand payment of the premium for the period during which it was liable. In the absence of termination, the contract expires at the end of the period for which the unpaid premium was due.

If the premium is paid in instalments, non-payment of the next instalment of the premium indicated in the insurance document shall cause TUZ Ubezpieczenia liability to cease, provided that TUZ Ubezpieczenia has summoned the Policyholder to pay the premium instalment after the expiry of the deadline with a threat that non-payment within 7 days from receiving the summons shall cause the liability to cease.

The liability of TUZ S.A. shall end with the expiry of the insurance contract in the situations specified in § 8, 9, 10 GTC.

#### The insurance cover lapses:

- at the end of the last day of the insurance period for which the insurance contract was concluded,
- as of the date of withdrawal from the insurance contract pursuant to § 8 of GTCs,
- as of the date of termination of the insurance contract pursuant to § 9 of GTCs,
- on the day of termination of the insurance contract by TUZ Ubezpieczenia S.A. with immediate effect or on the expiry of the period for which the unpaid premium or the first instalment thereof is due,
  - in accordance with § 7 sec. 3 GTC,
- 7 days from the date of receipt by the Policyholder of a call for payment of an overdue premium instalment as referred to in § 7 (4) of the GTC,
- as of the date specified in the parties' agreement pursuant to § 9 section 3 of the GTC,
- when the insurance amount is exhausted.



#### How to terminate the contract?

By submitting a written statement of intent to the registered office address of TUZ Ubezpieczenia or to the insurance agent acting on behalf of TUZ Ubezpieczenia The insurance contract may be terminated at the request of the Policyholder in the event of:

- withdraw from the insurance contract within 30 days (and within 7 days if the Policyholder is an entrepreneur) from the day of conclusion of the contract, if the insurance contract was concluded for a period longer than 6 months, and if TUZ Ubezpieczenia did not inform the Policyholder who is a consumer about his right to withdraw from the contract at the latest at the time of conclusion of the insurance contract, the 30-day period shall run from the day on which the Policyholder who is a consumer became aware of this right,
- termination with immediate effect within 14 days of receipt of a request from the other party to change the amount of the premium as a result of the disclosure of a circumstance that entails a material change in the likelihood of damage,
- termination of the contract with 30 days' notice,
- by mutual agreement. Termination of the insurance contract by mutual agreement of the parties is possible before the end of the insurance period, if the termination of the contract is aimed at concluding with TUZ Ubezpieczenia successive insurance contracts for the same insurance period and on the basis of the same general terms and conditions of insurance (so-called equalization of insurance periods).
- if the insurance contract is concluded by means of distance communication, the Policyholder who is a consumer may withdraw from the insurance contract without giving any reason by submitting a statement in writing within 30 days from the day on which he was informed of the conclusion of the contract or from the day on which he was provided with the information to be given to the consumer on the basis of the provisions on the conclusion of distance contracts, if that is later. The time limit shall be deemed to have been observed if the statement is sent before its expiry.