

Appendix No. 1 to Annex No. 5 to Medcover Sp. z o.o.'s Clients Group Insurance Contract confirmed by policies No. 4020900601 and No. 4020900602

Appendix No. 8 to Medcover Sp. z o.o.'s Clients Group Insurance Contract confirmed by policies No. 4020900601 and No. 4020900602

**Special Terms and Conditions of
Accident and Travel Insurance
for MEDICOVER's Clients
- Travel Card**

TYPE OF INFORMATION	SECTION NUMBER
1. CONDITIONS FOR THE PAYMENT OF DAMAGES AND OTHER COMPENSATION	§ 2(2), § 3, § 5, § 6(1), § 9, § 10, § 11, § 12, § 13, § 14, § 15(3), (6) and (7)
2. LIMITATIONS AND EXCLUSIONS OF LIABILITY OF THE INSURANCE COMPANY GIVING THE RIGHT TO REFUSE TO PAY DAMAGES OR OTHER COMPENSATION, OR TO REDUCE THEM	§ 2(2), § 3, § 6(5), § 7, § 8, § 9(2) and (4), § 10(3), (5), (7) and (8), § 11(1), § 13(3) items 1)-3) and item 6), § 14(3), (4) and (5), § 17(5)

These Special Terms and Conditions of Accident and Travel Insurance for Medcover's Clients – Travel Card, hereinafter referred to as "Special Terms and Conditions of Insurance", apply to Medcover Sp. z o.o.'s Clients Group Insurance Contract between Colonnade Insurance S.A. registered in Luxembourg under No. B 61605, registered office: 1, rue Jean Piret, L-2350 Luxembourg, operating in Poland via Colonnade Insurance Société Anonyme Oddział w Polsce registered in the District Court for the Capital City of Warsaw, 12th Division of the National Court Register, under No. 0000678377, NIP [VAT No.] 1070038451, with its registered office at ul. Marszałkowska 111, 00-102 Warszawa, hereinafter referred to as the "Insurance Company", and Medcover Spółka z Ograniczoną Odpowiedzialnością, Al. Jerozolimskie 96, 02-366 Warszawa, hereinafter referred to as the "Policyholder".

§ 1. DEFINITIONS

- Terrorist Attack** – unlawful use (or threat thereof) of force or violence against people or property to attain a political, economic, national, ethnic, racial or religious goal by intimidating or coercing a government, organisation or individual into changing their behaviour or policy in force. The term "Terrorist Attack" shall not include an act of violence against a specific person or persons caused by personal issues between the parties involved, such as a robbery, crime of passion or murder. A "Terrorist Attack" shall also be any act deemed by state authorities to be a terrorist attack.
- Beneficiary** – a person entitled to receive compensation in the event of the Insured's death. If the Insured has not specified the Beneficiary or if at the time of the Insured's death there is no Beneficiary entitled to receive the compensation, the compensation shall be paid to members of the family of the Insured in the following order: to the spouse of the Insured and if there is no spouse, to the children of the Insured, and if there is no spouse and children, to the parents of the Insured, and if there is no spouse, children and parents, to other heirs of the Insured. Unless otherwise specified by the Insured, the amount of compensation shall be equally divided among all Beneficiaries.
- Assistance Centre** – an organisational unit which acts on behalf of the Insurance Company and which the Insured is required to notify of the occurrence of an event covered by the insurance.
- Country of Permanent Residence of the Insured** – a country other than Poland in which the Insured has lived for at least one year and which is the centre of their private and professional life. A country in which the person is staying for educational purposes or to which they have been transferred for work shall not be deemed the Country of Permanent Residence.
- Physician** – a person not being a relative of the Insured, having relevant licence and being professionally involved in medical treatment, who provides – under the said licence – treatment for injuries or illnesses that give rise to a claim.
- Sudden Illness** – deterioration in the Insured's health, requiring specialist medical intervention, occurring during the period in which the Insured was covered by the insurance under the Insurance Contract.
- Accident** – a sudden, unexpected event caused by external factors, beyond the Insured's control, occurring during the period in which the Insured was covered by the insurance under the Insurance Contract.
- Policy** – a document issued by the Insurance Company confirming the conclusion of the Accident and Travel Insurance Contract for MEDICOVER's Clients – Travel Card.

9. **Sum insured** – the amount specified in the Policy and in these Special Terms and Conditions of Insurance constituting the upper limit of the Insurance Company's liability for damage occurring during the period of insurance.
10. **Hospital** – an establishment which:
- 1) operates in accordance with the law for the purpose of treating the injured or sick persons and providing them with medical care;
 - 2) has, on its premises or in the departments it has access to, permanently functioning equipment and resources for diagnostics, treatment and surgical procedures;
 - 3) provides round-the-clock nursing care;
 - 4) is run by a Physician.
- The term "Hospital" shall exclude the following:
- 1) a care unit, rehabilitation ward or geriatric department where patient care is primarily limited to nursing services;
 - 2) a leisure centre, a nursing home for the chronically ill, a sanatorium, a convalescent clinic or an old people's home.
11. **Permanent Disability** – permanent physical injury or damage to health, being a consequence of the Accident, which results in impairment of bodily functions with no chances for improvement. The degree of Permanent Disability shall be specified on the basis of a medical certificate.
12. **Policyholder** – Medcover Spółka z Ograniczoną Odpowiedzialnością, Al. Jerozolimskie 96, 02-366 Warszawa.
13. **Insured** – a natural person and holder of a valid Platinum, Gold, Silver or Blue Prestige Card issued by Medcover Sp. z o.o., insured by the Insurance Company under Medcover Sp. z o.o.'s Clients Group Insurance Contract. The Insured shall be covered by the insurance until they reach the age of 70 at the latest.
14. **War** – military action between sovereign States, whether declared or not, or any military operations using armed forces, conducted by a sovereign State with the aim of achieving economic, geographic, national, political, racial, religious or other ends.
15. **Civil War** – military action between two or more groups in a given country, arising out of ethnic, religious or ideological divisions, such as rebellion, revolution, uprising, coup d'état or martial law.
16. **Taking part in competitive or professional sports** – regular and intensive training, with simultaneous participation in competitions or events, fitness and training camps, also as a member of sports clubs, associations and sports organisations, regardless of the fact of earning income from practising a sport discipline.

§ 2. INSURANCE CONTRACT AND ACCESSION TO INSURANCE

1. Medcover Sp. z o.o.'s Clients Group Insurance Contract together with the Policy and Special Terms and Conditions of Insurance constitute the content of the insurance contract. The insurance contract is concluded on behalf of third parties – the Insured. Before the Insured accedes to the insurance, the Policyholder shall:
 - 1) provide the Insured with these Special Terms and Conditions of Insurance;
 - 2) obtain written consent of the Insured to finance the premium – if the Insured finances the premium.
2. The "Travel Card" insurance is offered to the Policyholder's clients as part of packages that also include the Policyholder's services ("Medcover Package"). If the Insured accedes to the "Travel Card" insurance from the date of commencement of providing compensation under the above-mentioned package, they shall be covered by insurance from the same day. However, if the Insured accedes to the "Travel Card" insurance at a later date, they shall be covered by insurance from the first day of the month following the accession to the "Travel Card" insurance.
3. By acceding to the insurance, the Insured agrees to be covered under the insurance contract and signs a declaration of accession to insurance.

4. By agreeing to be covered under the insurance contract concluded on their behalf by the Policyholder, the Insured agrees to make medical documentation available to medical consultants of the Insurance Company and to the Physicians of the Assistance Centre to the extent necessary to determine the Insurance Company's liability for the event and the amount of compensation due as well as to provide services.
5. The amount of insurance premium shall be specified in the Policy issued by the Insurance Company and provided to the Policyholder upon conclusion of the insurance contract.

§ 3. BEGINNING AND END OF COVERAGE AS WELL AS TERRITORIAL SCOPE

1. The insurance cover shall commence at the moment when the Insured crosses the border of the Republic of Poland or the border of the Country of Permanent Residence of the Insured on their departure, which shall be also understood as going through passport control at the airport, but not earlier than on the date specified in the insurance contract as the date of commencement of the insurance cover and after the premium has been paid, and shall end at the moment when the Insured crosses the border of the Republic of Poland or the border of the Country of Permanent Residence of the Insured on their return, but not later than on the last day of the term of the insurance contract – subject to the provisions of sections 4 and 5 below.
2. The insurance cover granted under these Special Terms and Conditions of Insurance shall be valid during every trip abroad, outside the borders of the Republic of Poland and the Country of Permanent Residence of the Insured, hereinafter referred to as the "Travel Covered by the Insurance".
3. Territorial scope of the Insurance shall include territories of all countries of the world and international areas with the exception of countries and territories at War, including Civil War, subject to the provisions of item 1 above.
4. The Insurance Company shall provide insurance cover to the Insured during the first 60 days of the Insured's Travel Covered by the Insurance, not later, however, than until the day preceding the Insured's 70th birthday.
5. Regardless of other provisions of the Special Terms and Conditions of Insurance, the insurance cover shall always end with the expiry of the Medicovert card.
6. The Insured shall have the right to resign from the insurance at any time. In the case of resignation from the "Travel Card" insurance earlier than the validity date of the Medicovert Package, the "Travel Card" insurance cover for the Insured shall last until the last day of the month in which a written resignation from the "Travel Card" insurance was submitted.

§ 4. WITHDRAWAL FROM AND TERMINATION OF THE INSURANCE CONTRACT

1. The Policyholder shall have the right to withdraw from the insurance contract within 7 days from the date of entering into the contract.
2. Withdrawal from the insurance contract shall not exempt the Policyholder from the obligation to pay the premium for the period in which the Insurance Company provided the insurance cover.
3. Withdrawal from the insurance contract shall be in writing, otherwise it shall be null and void.

§ 5. SCOPE OF INSURANCE AND SUMS INSURED

1. The Insurance Company shall provide insurance cover to holders of different types of Medicover cards within the scope and up to the amounts of the Sum Insured specified in the table below.

SCOPES OF INSURANCE COVER		SUM INSURED (in PLN)		
		Gold Card, Platinum Card	Silver Card	Blue Prestige Card
A -	Death as a result of the Accident	100,000	50,000	25,000
B -	Permanent Total Disability	100,000	50,000	25,000
C -	Permanent Partial Disability	100,000	50,000	25,000
D -	Costs of treatment after an accident and in case of Sudden Illness	125,000	100,000	75,000
E -	Travel Assistance shall include the following:	up to 150,000	up to 125,000	up to 100,000
	1. Transportation of the patient abroad	150,000	125,000	100,000
	2. Transportation of the patient to the Republic of Poland	150,000	125,000	100,000
	3. Transportation of the remains to the Republic of Poland	10,000	10,000	10,000
	4. Purchase of a coffin	5,000	5,000	5,000
	5. Legal aid after a car accident	5,000	5,000	5,000
	6. Loan for the bail in connection with the involvement of the Insured in a car accident	5,000	5,000	5,000
	7. Travel expenses of a family member of the Insured	10,000	10,000	10,000
F -	Civil liability abroad	150,000	125,000	100,000

2. Total value of compensation specified in items E1 to E7 in the table above may not exceed the following amounts:
- 1) PLN 150,000 for the Insured holding the Gold Card and Platinum Card;
 - 2) PLN 125,000 for the Insured holding the Silver Card;
 - 3) PLN 100,000 for the Insured holding the Blue Prestige Card.
3. The aforementioned Sums Insured shall apply to each Insured and each event during the period of insurance.

§ 6. COMPENSATION

1. The Insurance Company shall pay the compensation in its registered office in Poland.
2. The Insurance Company shall pay the compensation to the Insured or their representative.
3. In the event of the Insured's death as a result of the Accident, the Insurance Company shall pay the compensation to the Beneficiary.
4. The legitimacy of the claim and the amount of compensation shall be determined on the basis of full documentation referred to in § 15 of the Special Terms and Conditions of Insurance.
5. Providing by the Insured or their representative false data concerning the circumstances or consequences of an event covered by the insurance contract, or failure to provide explanations, may result in prolongation of the process of processing their claim or refusal to pay the compensation.
6. Costs shall be reimbursed or paid in PLN and in the equivalent amounts in other currencies converted into PLN at the exchange rate published by the National Bank of Poland in the tables of average exchange rates from the day preceding the date of the decision on payment of the compensation or a part thereof.

7. The Insurance Company shall pay the compensation within 30 days from the date of being notified of the event covered by the insurance contract.
8. If it is not possible to clarify the circumstances necessary to establish liability or the amount of the compensation within 30 days, the compensation shall be paid within 14 days from the date on which, while exercising due diligence, it was possible to clarify these circumstances. However, the Insurance Company shall pay the unquestionable part of the compensation within the time limit provided for in item 7 hereof.

**§ 7. EXCLUSIONS OF LIABILITY
FOR THE FOLLOWING SCOPES OF INSURANCE:
DEATH, PERMANENT PARTIAL DISABILITY, PERMANENT TOTAL DISABILITY**

1. The Insurance Company shall not be liable for Death, Permanent Partial Disability or Permanent Total Disability being a result of the Accident if they occurred in the following circumstances or are a result of the following circumstances:
 - 1) War or Civil War, coup d'état, military intervention against state authority;
 - 2) a Terrorist Attack or the use of armed forces to interrupt, prevent or mitigate the effects of a Terrorist Attack;
 - 3) events caused or deliberately instigated by the Insured;
 - 4) the Insured's actions under the influence of drugs, medicines or other similarly acting substances, unless they have been prescribed by a Physician and taken in accordance with their instructions;
 - 5) the Insured's actions under the influence of alcohol, the blood level of which exceeds the permissible level set forth in the Polish regulations for vehicle drivers;
 - 6) suicide or attempted suicide by the Insured;
 - 7) bacterial infection (except for infections with germs producing pus being a consequence of injuries suffered as a result of the Accident), hernia, illness, treatment or surgery – except for treatment or surgery which are necessary exclusively because of injuries covered under the Insurance Contract and which are carried out during the term of the Insurance Contract;
 - 8) taking part in competitive or professional sports by the Insured;
 - 9) the Insured's participation in competitions involving the use of land, water-borne or air-borne vehicles equipped with an engine;
 - 10) riding a single-track vehicle with a cylinder capacity exceeding 125 cc by the Insured or travelling on such a vehicle by the Insured as a passenger;
 - 11) the Insured's travel by aircraft, except for travel as a passenger of airliners of licensed airlines;
 - 12) active service by the Insured in the armed forces of any country;
 - 13) a crime committed by the Insured;
 - 14) parachuting, travel by all motorless flying equipment, also as a passenger.

**§ 8. EXCLUSIONS OF LIABILITY
FOR THE FOLLOWING SCOPES OF INSURANCE:
COSTS OF TREATMENT AFTER THE ACCIDENT
AND IN CASE OF SUDDEN ILLNESS, AND TRAVEL ASSISTANCE**

1. The Insurance Company shall not be liable as far as costs of treatment after the Accident and Travel Assistance are concerned if the Insured had an Accident in the following circumstances or as a result of the following circumstances:
 - 1) War or Civil War, coup d'état, military intervention against state authority;

- 2) a Terrorist Attack or the use of armed forces to interrupt, prevent or mitigate the effects of a Terrorist Attack;
 - 3) events caused or deliberately instigated by the Insured;
 - 4) the Insured's actions under the influence of drugs, medicines or other similarly acting substances, unless they have been prescribed by a Physician and taken in accordance with their instructions;
 - 5) the Insured's actions under the influence of alcohol, the blood level of which exceeds the permissible level set forth in the Polish regulations for vehicle drivers;
 - 6) suicide or attempted suicide by the Insured;
 - 7) taking part in competitive or professional sports by the Insured;
 - 8) the Insured's participation in competitions involving the use of land, water-borne or air-borne vehicles equipped with an engine;
 - 9) riding a single-track vehicle with a cylinder capacity exceeding 125 cc by the Insured or travelling on such a vehicle by the Insured as a passenger;
 - 10) the Insured's travel by aircraft, except for travel as a passenger of airliners of licensed airlines;
 - 11) active service by the Insured in the armed forces of any country;
 - 12) a crime committed by the Insured;
 - 13) parachuting, travel by all motorless flying equipment, also as a passenger.
2. The Insurance Company shall not be liable as far as costs of treatment in case of Sudden Illness and Travel Assistance are concerned if Sudden Illness occurred in the following circumstances or as a result of the following circumstances:
- 1) childbirth or a pregnancy-related event occurring in the last three months of pregnancy, calculated taking into account the estimated date of confinement;
 - 2) the Insured's actions under the influence of alcohol, the blood level of which exceeds the permissible level set forth in the Polish regulations for vehicle drivers;
 - 3) the Insured's actions under the influence of drugs, medicines or other similarly acting substances, unless they have been prescribed by a Physician and taken in accordance with their instructions;
 - 4) HIV virus or a disease associated with it, in any form, AIDS – in any form of this disease, regardless of its cause;
 - 5) nervous or mental disorders, whether they are psychiatric disorders, depression or mental illnesses;
 - 6) periodic check-ups or medical observations irrespective of the time period between the occurrence of illness and the insurance period;
 - 7) treatment procedures or stays in long-term care centres (old people's homes, sanatoriums, rehabilitation centres, drug treatment centres);
 - 8) diseases diagnosed and not treated before the commencement of the Travel Covered by the Insurance;
 - 9) pathological fractures;
 - 10) sexually transmitted diseases or plastic surgery;

- 11) epilepsy, delirium tremens and diabetic coma.
3. The Insurance Company shall not be liable as far as costs of treatment after an accident and in case of Sudden Illness, and Travel Assistance are concerned if they result from the following circumstances or are a result of the following circumstances:
 - 1) trip on which the Insured went contrary to the recommendation of a Physician;
 - 2) a journey the purpose of which is to receive treatment by the Insured or to seek medical advice;
 - 3) treatment in Poland or in the Country of Permanent Residence of the Insured.

**§ 9. SCOPE OF INSURANCE
DEATH AS A RESULT OF THE ACCIDENT**

1. The Insurance Company shall pay the compensation to the Beneficiary (Beneficiaries) in the amount of the Sum Insured specified in § 5 of these Special Terms and Conditions of Insurance when as a result of the Accident the Insured suffers injury which becomes the cause of their death if it occurs within 180 days from the date of the Accident.
2. If the consequence of the same Accident is Permanent Disability of the Insured and then their death within 180 days, the compensation for death shall be reduced by the Permanent Disability compensation granted or paid earlier.
3. If the Insured is not found within one year from the date they were reported missing due to emergency landing, sinking or crash/accident of the means of transport of which he was a passenger, then, subject to all other terms and conditions of the Contract, the Insured shall be deemed to have died as a result of the Accident on the day of landing, sinking or crash/accident.
4. If after payment of the compensation for death as a result of the Accident it turns out that the Insured is alive, the compensation paid shall be reimbursed to the Insurance Company.

**§ 10. SCOPE OF INSURANCE
PERMANENT PARTIAL DISABILITY**

1. If as a result of the Accident the Insured suffers a bodily injury causing Partial Permanent Disability listed in the Compensation Table below, the Insurance Company shall pay the Insured the compensation in the amount calculated by multiplying the Sum Insured specified in § 5 of these Special Terms and Conditions of Insurance by the disability rating percentage determined in accordance with the Compensation Table.
2. The compensation shall be paid provided that the Permanent Partial Disability occurs within 180 days from the date of the accident which caused it.
3. The Insured may be granted compensation in respect of either Permanent Disability or Death as a result of the Accident. Payment of both compensation amounts in consequence of the same event shall be excluded.

4. COMPENSATION TABLE

Type of Disability	The amount of compensation expressed as a percentage of the Sum Insured [%]
Total loss of sight in both eyes	100
Mental illness causing total incapacity	100
Total loss of both arms or hands	100
Total deafness	100
Loss of the lower jaw	100
Total loss of speech	100
Total loss of one arm and one leg	100
Total loss of one arm and one foot	100
Total loss of one hand and one foot	100
Total loss of one hand and one leg	100
Total loss of both legs	100
Total loss of both feet	100

Head

Loss of bone tissue throughout its thickness:	
– over an area of more than 6 cm ²	40
– over an area from 3 to 6 cm ²	20
– over an area of less than 3 cm ²	10
Partial loss of the lower jaw, the whole of its part that moves up or half of the jawbone	40
Total loss of one eye	40
Total hearing loss in one ear	30

Upper limbs

	Right [%]	Left [%]
Loss of one arm or one hand	60	50
Loss of bone tissue in the arm (incurable and definitive damage)	50	40
Total upper limb paralysis (incurable damage to nerves)	65	55
Total axillary nerve paralysis	20	15
Immobilisation of the shoulder	40	30
Immobilisation of the elbow:		
– in a preferred (comfortable) position (90° ± 15°)	25	20
– in a position other than the preferred position	40	35
Loss of bone tissue in both forearm bones (incurable and definitive damage)	40	30
Total median nerve paralysis	45	35
Total radial nerve paralysis in the shoulder area	40	35
Total forearm radial nerve paralysis	30	25
Total hand radial nerve paralysis	20	15
Total ulnar nerve paralysis	30	25
Immobilisation of the wrist in a preferred position (extended and with the hand downwards)	20	15
Immobilisation of the wrist in a position other than the preferred position (flexed (bent), with the extension tension or with the hand upwards)	30	25
Total loss of the thumb	20	15
Partial loss of the thumb (tip segment)	10	5

Total immobilisation of the thumb	20	15
Total amputation of the index finger	15	10
Total loss of two segments of the index finger	10	8
Total loss of the tip segment of the index finger	5	3
Amputation of the thumb and index finger at the same time	35	25
Total loss of the thumb and finger other than the index finger	25	20
Total loss of two fingers other than the thumb and index finger	12	8
Total loss of three fingers other than the thumb and index finger	20	15
Total loss of four fingers including the thumb	45	40
Total loss of four fingers excluding the thumb	40	35
Total loss of the middle finger	10	8
Total loss of finger other than the thumb, index finger or middle finger	7	3

Lower limbs

	Right or left [%]
Total loss of the thigh (upper half)	60
Total loss of the thigh (lower half) and lower leg	50
Total loss of the foot (amputation in tibial and tarsal region)	45
Partial loss of the foot (amputation in the ankle joint)	40
Partial loss of the foot (amputation in the middle of the foot)	35
Partial loss of the foot (amputation in the tarsometatarsal region)	30
Total paralysis of the lower limb (incurable nerve damage)	60
Complete paralysis of the external sciatic nerve in the popliteal fossa	30
Complete paralysis of the internal sciatic nerve in the popliteal fossa	20
Full paralysis of both sciatic nerves in the popliteal fossa (external and internal)	40
Immobilisation of the hip joint	30
Immobilisation of the knee joint	20
Loss of bone tissue in the femur or both lower leg bones (incurable)	60
Loss of bone tissue in the kneecap, with a significant separation of fragments and great difficulty in movement when the lower leg is extended	40
Loss of bone tissue in the kneecap while maintaining freedom of movement	40
Shortening of the lower limb by at least 5 cm	20
Shortening of the lower limb by 3 to 5 cm	20
Shortening of the lower limb by 1 to 3 cm	10
Total amputation of all toes	25
Amputation of four toes including the big toe	20
Total loss of four toes	10
Total loss of the big toe	10
Total loss of two toes	5
Amputation of one toe other than the big toe	3

5. Immobilisation of fingers (with the exception of the thumb and index finger) and toes (with the exception of the big toe) shall entitle only to 50% of the compensation payable in case of loss of the limbs concerned.

6. In cases of Permanent Disability as a result of the Accident, which are not listed above, compensation amounts shall be determined as a percentage of the Sum Insured specified in § 5 of these Special Terms and Conditions of Insurance, which is given in the "Percentage Assessment of Permanent or Long-term Damage to Health" table forming an appendix to the Regulation of the Minister of Labour and Social Policy of 18 December 2002 on detailed rules for the determination of permanent or long-term damage to health, procedures for determining such damage, and procedures for the payment of one-off compensation (Dz.U. [Journal of Laws] 02.234.1974), with the exception of the provisions of Section O "Occupational Diseases". The occupation of the Insured to date shall not be taken into account.
7. If as a result of the same Accident more than one of the losses listed in the above Compensation Table occurs, the total amount of compensation shall be the sum of amounts payable for each loss suffered, but it cannot exceed 100% of the Sum Insured specified in § 5 of these Special Terms and Conditions of Insurance. The same shall apply in cases of Permanent Disability referred to in item 6 above.
8. If the Insured's health in the period preceding the Accident or failure/refusal to undergo post-accident medical care has a negative impact on the consequences of the accident, the damage to health caused by the Accident shall be determined taking into account the Insured's health before the accident and/or the impact of such failure/refusal on the Insured's health after the accident.
9. If the Insured is left-handed, the compensation percentages given in the Compensation Table for left and right limbs shall be changed accordingly.

**§ 11. SCOPE OF INSURANCE
PERMANENT TOTAL DISABILITY**

1. If within 180 days from the date of the Accident and as a result of the Accident a decision about Permanent Total Disability of the Insured is taken, the Insurance Company shall pay compensation to the Insured in the amount corresponding to the Sum Insured specified in § 5 of these Special Terms and Conditions of Insurance, reduced by compensation amounts paid and/or granted to the Insured by the Insurance Company in respect of other types of disability specified in § 10 of these Special Terms and Conditions of Insurance and being a result of the same accident.
2. The Permanent Total Disability shall be regarded as such disability of the Insured, which according to the current medical knowledge shall last continuously for twelve consecutive months from the date of the Accident and at the end of this period shall remain complete, continuous and permanent, and shall prevent the Insured from taking up any activity or gainful employment for the performance of which the Insured has appropriate qualifications in accordance with their education, training or professional experience.

**§ 12. SCOPE OF INSURANCE
INSURANCE: COSTS OF TREATMENT AFTER THE ACCIDENT
AND IN CASE OF SUDDEN ILLNESS**

1. If during the travel outside Poland or the Country of Permanent Residence the Insured has an Accident or suffers from the Sudden Illness, the Insurance Company shall cover the necessary and reasonable medical costs resulting from the accident or illness, incurred within 3 months from the date of the accident or illness, up to the amount of the Sum Insured specified in § 5 of these Special Terms and Conditions of Insurance.
2. Costs of treatment shall mean the costs of the following medical services, incurred outside Poland or the Country of Permanent Residence of the Insured, provided or recommended by a Physician:
 - 1) outpatient treatment, services provided by the emergency ambulance service, fees for staying at the Hospital and for meals provided by the Hospital;
 - 2) medical services;
 - 3) treatment provided at the Hospital or outside the Hospital, including laboratory tests, ambulance transport, medicines or other pharmaceuticals or medicinal substances and anaesthetics prescribed by a

Physician, transfusions, prostheses or prosthetic eyes (except for repairs or replacement of these elements), x-rays;

- 4) nursing care.
3. The costs of dental treatment shall be covered only if the need to carry out such treatment is a consequence of the Accident.

§ 13. SCOPE OF INSURANCE TRAVEL ASSISTANCE

1. If during the travel outside Poland or the Country of Permanent Residence the Insured has an Accident or suffers from Sudden Illness, the Assistance Centre shall arrange and provide the following services under the insurance, using the means and services best adapted to the condition of the Insured. The Insurance Company shall cover direct costs of services in the currency of the country in which they are provided up to the amount of the Sum Insured specified in § 5 of these Special Terms and Conditions of Insurance.
2. If an event covered by the insurance occurs, the Insured shall contact the Assistance Centre in order to arrange and provide services under the insurance.
3. Travel Assistance under the insurance shall include the following services:

- 1) Transportation of the patient abroad

The Assistance Centre shall ensure transportation of the Insured abroad to the nearest medical facility whose equipment ensures appropriate treatment. Where necessary, the Insured shall be transported by plane, helicopter, ambulance, train or by any other most suitable means of transport. It is up to the Assistance Centre, in consultation with a Physician providing aid, to choose the suitable means of transport and the most suitable medical facility. If transportation is arranged by the Insured or third parties on their own, the Insurance Company may reimburse the costs incurred up to the amount of costs that would have been incurred by the Assistance Centre if transportation had been arranged by the Assistance Centre.

- 2) Transportation of the patient to the Republic of Poland

If the Insured's health after the treatment does not allow the Insured to travel alone, the Assistance Centre, in consultation with a local Physician in charge and/or Physician of the Insured, shall arrange their return to their place of residence in Poland or in their Country of Permanent Residence. If necessary, the Assistance Centre shall provide the Insured with appropriate medical care during the return journey. Where necessary, the Insured shall be transported by plane, helicopter, air ambulance, train or by any other most suitable means of transport. It is exclusively up to the Assistance Centre, acting in consultation with a local Physician providing aid and/or Physician of the Insured, to choose the suitable means of transport and medical facility. If transportation is arranged by the Insured or third parties on their own, the Insurance Company may reimburse the costs incurred up to the amount of costs that would have been incurred by the Assistance Centre if transportation had been arranged by the Assistance Centre.

- 3) Transportation of the remains to the Republic of Poland

If the Insured dies during a trip abroad and the death occurred as a result of the Accident or Sudden Sickness, the Insurance Company, in consultation with the family of the Insured, shall deal with all formalities and cover the costs of transporting the Insured's body to the place of burial in the Republic of Poland or in the Country of Permanent Residence of the Insured. The method and means of transport of the remains shall be chosen by the Assistance Centre. The Assistance Centre may also arrange and cover the costs of cremation and transportation of the urn (ashes) to the Republic of Poland or to the Country of Permanent Residence of the Insured, or of burial abroad, up to the amount of costs that would have been incurred by the Assistance Centre if transportation of the Insured's body to the Republic of Poland or to the Country of Permanent Residence of the Insured had been arranged by the Assistance Centre. If transportation is arranged by family members of the Insured or by third parties on

their own, the Insurance Company shall reimburse the costs incurred, however up to the amount of costs that would have been incurred by the Assistance Centre if transportation of the Insured's body to the Republic of Poland had been arranged by the Assistance Centre.

4) Purchase of a coffin

If the Insured dies while travelling outside Poland or the Country of Permanent Residence, when local regulations require the remains to be transported in a coffin, the Assistance Centre shall arrange the purchase of a coffin and shall cover its cost.

5) Legal aid after a car accident

If during the Insured's travel outside Poland or the Country of Permanent Residence the Insured is involved in a car accident, the Assistance Centre shall arrange all necessary legal aid for the Insured and shall cover all legal costs incurred by the Insured as a result of the accident.

6) Advance payment for the bail in connection with the involvement of the Insured in a car accident

If during the Insured's travel outside Poland or the Country of Permanent Residence the Insured is involved in a car accident as a result of which they are imprisoned or there is a risk that they will be imprisoned, the Assistance Centre shall pay them an advance payment to pay the bail. The Insured shall be required to return the bail within 30 days after getting back the amount paid from the competent local authorities. If the Insured is summoned to appear in court or before other authority and fails to appear there, the Insurance Company may demand immediate return of the bail which the Insured cannot get back.

7) Travel expenses of a family member of the Insured

If during the Insured's travel outside Poland or the Country of Permanent Residence their physical condition does not allow them to travel to Poland and there is a need for hospital treatment for more than 10 days, the Assistance Centre shall provide to one of the Insured's family members (spouse, one of the parents or children over 25 years of age) compensation in the amount of the value of a round-trip air ticket in order to care for the sick.

§ 14. SCOPE OF INSURANCE CIVIL LIABILITY ABROAD

1. If during a trip outside Poland or the Country of Permanent Residence the Insured causes a bodily injury or illness of a third party, or loss or damage to property of a third party, as a result of which the Insured bears civil liability towards this party, the Insurance Company shall cover the value of claims of this third party against the Insured on this account up to the amount of the Sum Insured specified in § 5 of these Special Terms and Conditions of Insurance.
2. Within the limits of the Sum Insured, the Insurance Company shall also cover all costs and expenses incurred by the Insured in connection with the defence against claims, provided that the Insured had obtained prior written consent of the Insurance Company to incur them.
3. The Insurance Company shall not be liable under the civil liability insurance of the Insured if the claims raised against the Insured arise from the following:
 - 1) participation of the Insured in War or Civil War, Terrorist Acts or acts of sabotage, riots, public demonstrations, strikes and lock-outs;
 - 2) intentional and unlawful action of the Insured;
 - 3) any non-material damage;
 - 4) use of any motor vehicles, aircraft or watercraft;

- 5) any damage caused by animals owned by the Insured or a person for whom the Insured is responsible;
 - 6) loss of or damage to property belonging to, entrusted to or under the care or control of the Insured or any of their employees, family members or household members;
 - 7) performance by the Insured of professional activities or civil liability of the Insured under any agreement;
 - 8) damage caused by buildings or parts of buildings owned, rented or occupied by the Insured, or damage to those buildings or parts thereof;
 - 9) events occurring as a result of mental disorders and diseases, neurosis and depression of the Insured, or when the Insured was under the influence of drugs, medicines (if these are not prescribed by a qualified Physician), alcohol or inhaled drugs.
4. The Insured shall not have the right to accept a claim, submit settlement proposals, or satisfy a claim without express written consent of the Insurance Company under pain of losing the right to compensation.
 5. The Insured must notify the Insurance Company immediately after obtaining information about any event that may result in their civil liability for bodily injury, illness, or loss or damage to property. In the event of failure to meet this obligation by the Insured due to wilful misconduct or gross negligence, the Insurance Company may reduce compensation if such failure contributed to the increase of damage or made it impossible to establish the circumstances and consequences of the event.
 6. The Insurance Company shall have the right, at its own discretion, to take over and conduct defence or satisfy all claims against the Insured. The Insurance Company shall have the right to conduct defence in the manner it deems appropriate.
 7. The Insured shall provide all assistance to the Insurance Company in cases concerning claims conducted both as a plaintiff and defendant, and shall provide the Insurance Company with all information and documents in their possession.

§ 15. CLAIMS

1. The Insured shall immediately notify the Assistance Centre of an event covered by the insurance when it occurs

**by calling
+ 48 (22) 483 39 70**

in order to obtain assistance and information concerning further steps to be taken.

2. Where there is no contact with the Assistance Centre, the Insured shall contact in writing the following Department using the address given below:

**Departament Likwidacji Szkód
Colonnade Insurance S.A. Oddział w Polsce
ul. Marszałkowska 111, 00-102 Warszawa**

3. The Insured shall submit to the Assistance Centre or the Insurance Company, as appropriate, all documents and information concerning the Accident or Sudden Illness in their possession. At the Insurance Company's request, the Insured shall undergo a medical examination at the Insurance Company's expense in order to diagnose the reported illnesses, ailments and/or injuries.
4. Compensation shall be paid on the basis of original bills and proofs of their payment submitted to the Insurance Company.
5. Compensation may be paid on the basis of the acceptance of the claim, court decision or a settlement agreement concluded with the consent of the Insurance Company.
6. The notification of a claim for payment of compensation shall include the following:

- 1) name and address of the Insured;
 - 2) Policy No. and insurance option;
 - 3) a detailed description of the circumstances in which the accident occurred (date, place, cause) and the names of any witnesses;
 - 4) police reports on the accident, if any;
 - 5) a medical certificate describing the type and nature of all injuries and containing an accurate diagnosis;
 - 6) original bills and proofs of their payment as well as hospital certificates which will make it possible for the Insurance Company to determine total costs of treatment incurred by the Insured;
 - 7) a death certificate (in the case of the Insured's death).
7. At the Insurance Company's request, the Insured or a person acting on their behalf shall submit other documents in their possession if they are necessary to establish the legitimacy of the claim or to determine the amount of compensation.

§ 16. DISPUTES AND COMPLAINTS

The Insurance Company shall make all efforts to ensure a high standard of services to the Policyholder and the Insured.

1. If the Policyholder/Insured or another person entitled to receive compensation under the insurance contract wishes to submit a complaint to the Insurance Company, they shall do this:
 - 1) in writing to the following address: Colonnade Insurance S.A. Oddział w Polsce, ul. Marszałkowska 111, 00-102 Warszawa; or
 - 2) by calling 22 528 51 00 or verbally for the record during a visit to the premises of the Insurance Company; or
 - 3) by e-mail to the following e-mail address: reklamacje@colonnade.com.
2. The Insurance Company shall send a response to a complaint in writing within 30 days from the date of its receipt, and in particularly complicated cases – within 60 days from the date of its receipt. If the person filing a complaint wishes to receive a response by e-mail, they should give in the complaint the e-mail address to which the response is to be sent.
3. In addition, the Policyholder/Insured may lodge complaints with the following:
 - 1) Financial Ombudsman;
 - 2) Komisja Nadzoru Finansowego [Polish Financial Supervision Authority] which supervises the Insurance Company's operations in Poland;
 - 3) Town and District Consumer Ombudsmen.
4. The entity authorised to conduct out-of-court dispute resolution proceedings for consumer disputes is the Financial Ombudsman (www.rf.gov.pl).
5. Notwithstanding the provisions of this section, the Policyholder/Insured or any other person entitled to receive compensation shall have the right to take legal action to assert their claims.

§ 17. FINAL PROVISIONS

1. The language used in correspondence and in contacts with the Insurance Company shall be Polish. Medical records may be submitted in English. The Insurance Company may require delivery of documents translated from a foreign language into Polish. Such documents shall be translated into Polish by a sworn translator.
2. Provisions of Polish law shall apply to all matters not governed by these Special Terms and Conditions of Insurance.
3. An action for a claim under this insurance contract may be brought either in accordance with the provisions on general jurisdiction or before a court having jurisdiction over the place of residence or registered office of the Policyholder, Insured, Beneficiary or person entitled under the insurance contract, or the heirs of the Insured, Beneficiary or person entitled under the insurance contract.

4. Assistance in connection with an event covered by the insurance shall be provided to the Insured within the framework of national regulations of the country in which it is provided or within the framework of international regulations.
5. The Insurance Company shall not provide the cover and shall not be obliged to pay any damages or compensation to the extent that providing such cover and payment of such damages or compensation would expose the Insurance Company or its parent company to a sanction, ban/prohibition or restriction under resolutions of the United Nations or the law of the European Union, the United Kingdom or the United States of America regarding commercial and economic sanctions.
6. These Special Terms and Conditions of Insurance shall enter into force on 1 June 2018.

Personal Data Controller: Colonnade Insurance S.A. operating in Poland via the Branch Office (hereinafter referred to as "Colonnade" or "Controller"). The legal basis and purpose of the processing of personal data is to take action prior to the conclusion of the contract and the conclusion and performance of the insurance contract, including the fulfilment of Colonnade's legal obligation to assess the insurance risk, as well as the assessment of needs (suitability of the product offered). The legal basis for processing health data is your consent.

Personal data may also be processed in order to fulfil legal obligations incumbent on the Controller and the necessity to process it always results from the provisions of law (concerning insurance activity, complaint handling, tax and accounting issues, statistical and actuarial obligations and consumer protection), as well as for purposes resulting from the Controller's legitimate interests (i.e. reduction of insurance risk through reinsurance, prevention of the Controller's losses by preventing insurance crimes, ensuring compliance with international sanctions by conducting analyses, and also in order to assert or defend against claims arising from the Controller's activity, including taking necessary actions to secure them).

Personal data may be disclosed to other entities only in connection with the aforementioned purposes and on the basis of a written agreement (e.g. to IT service providers, insurance intermediaries, loss adjusters, debt collectors, marketing agencies), as well as to other entities in connection with the Controller's justified purpose (e.g. to insurance companies, reinsurers, payment institutions).

Personal data, depending on the purpose, is always processed for the period no longer than a limitation period of claims or for the period no longer than provided for by the law. Personal data may be transferred to third countries (outside the European Economic Area) only in situations provided for by the law in particular if the conditions ensuring an adequate level of security of personal data are met. In order to comply with the laid down international sanctions, personal data may be transferred to DXC Technology based in the United States, which has joined the Privacy Shield programme, which means that it ensures that the appropriate measures for the protection and security of personal data required by European legislation are in place.

The data subject has the right to request access to personal data, to rectify or erase this data, or to limit the processing of this data, or the right to object to the processing, the right to transfer data and to lodge a complaint with the personal data protection supervisory authority (both in Poland and in Luxembourg), as well as the right to revoke the consent given. The provision of personal data, including information about health, is necessary for the conclusion and performance of the insurance contract and the fulfilment of Colonnade's legal obligations. It is not possible to conclude the insurance contract without providing personal data. Giving a telephone number and an e-mail address is voluntary, unless it is necessary to provide insurance documentation. However, direct marketing by email or telephone will not be possible without prior consent which may be revoked at any time as described below.

To contact the Controller, write to the address of the Branch Office of Colonnade, call 22 545 85 15 or send an e-mail to bok@colonnade.pl. In all matters concerning the processing of personal data, in particular the exercise of the rights relating to data processing, objection, transfer outside the EEA, you can contact the Data Protection Officer at Colonnade (dpo@colonnade.pl) or send a letter to the address of the Branch office of Colonnade.