

**Addendum to the General Terms and Conditions of  
the Group  
Health Insurance by Medicovert No. 2/2009 – Special  
Terms and Conditions of Insurance  
in Foreign Travel  
of Medicovert Clients  
– Travel Care 2010**

TYPE OF INFORMATION	EDITING UNIT NUMBER
1. CONDITIONS FOR THE PAYMENT OF COMPENSATION AND OTHER CONSIDERATIONS	§ 5; § 7, Section 6; § 8; § 10; § 12, Section 4 and Section 5.
2. LIMITATIONS AND EXCLUSIONS OF LIABILITY EMPOWERING THE INSURANCE COMPANY TO REFUSE PAYMENT OF COMPENSATION AND OTHER CONSIDERATIONS OR REDUCE THE AMOUNT THEREOF	§ 5, Section 1, Section 3, Section 4 and Section 5; § 7, Section 1, Section 4 and Section 9; § 9; § 11.

### § 1. GENERAL PROVISIONS

The present Addendum to the General Terms and Conditions of the Group Medcover Insurance No. 02/2009 – Special Terms and Conditions of Insurance in Foreign Travel of Medcover Clients – Travel Care 2010, hereinafter referred to as the Addendum, shall be applied only to the health insurance contracts concluded on the basis of the General Terms and Conditions of the Group Health Insurance by Medcover No. 02/2009 (“**health insurance contracts**”), approved by the Resolution of the Management Board of Medcover Forsakrings (publ) AB Oddział w Polsce [*Branch in Poland*] SA No. 15-04-2009-I dated 15.04.2009, encompassing one of the four variants of the “Travel Care 2010” and specifying only the special principles under which insurance coverage is granted for the risks covered by the scope of the “Travel Care 2010” insurance.

### § 2. SCOPE OF THE “TRAVEL CARE 2010” INSURANCE

1. The scope of the “Travel Care 2010” insurance includes coverage for the following risks in the variants mentioned below:

- 1) Costs of treatment after accidents and in the event of sudden illness as well as assistance during a trip abroad;
- 2) Patient transportation abroad;
- 3) Patient transportation to the territory of Poland;
- 4) Transportation of a dead body to the territory of Poland;

<b>VARIANT</b>		<b>“Travel care 2010” Variant 50</b>	<b>“Travel care 2010” Variant 75</b>	<b>“Travel care 2010” Variant 100</b>	<b>“Travel care 2010” Variant 125</b>
<b>SCOPE OF INSURANCE COVERAGE</b>					
1.	Costs of treatment after accidents and in the event of sudden illness	PLN 50,000.	PLN 75,000.	PLN 100,000.	PLN 125,000.
2.	Patient transportation abroad	PLN 75,000.	PLN 100,000.	PLN 125,000.	PLN 150,000.
3.	Patient transportation to the territory of the Republic of Poland	PLN 75,000.	PLN 100,000.	PLN 125,000.	PLN 150,000.
4.	Transportation of a dead body to the territory of the Republic of Poland	PLN 10,000.	PLN 10,000.	PLN 10,000.	PLN 10,000.

### § 3. DEFINITIONS

1. **Terrorist Attack** – illegal use (or threat to use) power or violence against individuals or property for the purpose of political, economic, national, ethnic, racial or religious gain, through intimidating or exerting pressure on a government, organisation or individuals to change their behaviours or the policies in force. Terrorist attacks exclude any violent acts targeted at a specific individual or individuals, caused by personal issues between the parties involved, such as a robbery, crime of passion or murder. A “terrorist attack” shall also include any act deemed by state authorities to be a terrorist attack.
2. **Emergency outpatient centre** – an emergency outpatient centre shall be understood to mean an establishment duly authorised and providing treatment services, including surgical procedures, which is not a hospital, outpatient clinic or doctor’s surgery.
3. **Reasonable costs** – the costs of medically indispensable services and provisions, recommended by a physician while treating cases of similar nature, applicable in the place where such services or provisions are rendered.
4. **Treatment costs** – incurred outside the territory of the Republic of Poland or the country of the Insured’s permanent residence (if different from Poland), which are normal and reasonable costs of the following procedures recommended by a physician:
  - 1) outpatient treatment, ambulance services, hospitalisation;
  - 2) medical advice;
  - 3) treatment administered in or out of hospital, including: laboratory tests, ambulance transport, prescribed medicines or other pharmaceutical or medicinal preparations as well as anaesthetic agents, transfusions, prosthesis repairs, and X-rays;
  - 4) nursing care.
5. **Country of the Insured’s permanent residence** – the country in which the Insured has lived for at least one year and which is the centre of his/her private and professional lives. A country of residence is not a country where a given individual stays for educational purposes or has been delegated to work.
6. **Physician** – a person unrelated to the Insured, having relevant licence and being professionally involved in medical treatment, who provides – under the said licence – treatment for injuries that give rise to a claim.
7. **Sudden Illness** – deterioration in the Insured’s health, requiring specialist medical intervention, occurring in a period of the Insured’s insurance coverage under his/her insurance contract.
8. **Accident** – a sudden, unexpected event caused by external factors, beyond the Insured’s control, occurring in a period of the Insured’s insurance coverage under his/her insurance contract.
9. **Hospital** – refers to an establishment which:
  - a. is managed according to law for the treatment of injured or sick individuals and providing them with medical care;
  - b. has, on its premises or in the departments it has access to, permanently functioning equipment and resources for diagnostics, treatment and surgical procedures;
  - c. provides a 24/7 nursing care;
  - d. is administered by a physician.

The term ‘hospital’ shall exclude:

  - a. care units, rehabilitation centres or geriatric departments, where patient care is primarily limited to nursing services;
  - b. establishments acting as rest homes, nursing homes for the chronically ill, sanatoria, convalescence homes or old people’s homes.
10. **Company** – Medcover Forsakrings AB Spółka Akcyjna [*Joint-Stock Company*] Oddział w Polsce [*Branch in Poland*]

11. **Assistance Centre** – an organisational unit to which the Insured is obliged to notify any event covered by his/her insurance.
12. **War** – military actions between sovereign countries, whether declared or not, or any military operations (including the use of armed forces) conducted by a sovereign country with the intent of economic, geographical, national, political, racial, religious or other gains.
13. **Civil War** – military actions 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, martial law.
14. **Involvement in competitive or professional sports** – regular and intensive training sessions, with simultaneous participation in competitions or events and training and fitness camps, also under membership in sports clubs, associations and organisations, regardless of any profits from a given sport activity.

#### **§ 4. HEALTH INSURANCE CLAIM FOR THE RISKS COVERED BY THE INSURANCE “TRAVEL CARE 2010”**

1. The Insurance Company provides the Insured with insurance coverage up to the sum of the insurance specified in paragraph 2 of this Addendum – appropriately to a given insurance variant.
2. An insurance contract is concluded at a written request of the Policyholder. The document which confirms the conclusion of an insurance contract is the insurance policy.
3. The Policyholder shall be obliged to inform Insurance Company about all the known circumstances, about which the Company asked prior to the conclusion of the insurance contract in writing. If the Policyholder concludes a contract through a representative, this obligation shall also be binding on the representative and furthermore encompass the circumstances known to the latter.
4. The contents of an insurance contract shall include the policy along with appendices and the Addendum to the General Terms and Conditions of the Group Medcover Insurance No. 02/2009 – Special Terms and Conditions of Insurance in Foreign Travel of Medcover Clients – Travel Care 2010.
5. The “Travel Care 2010” insurance shall be included in a health insurance contract as of the date specified therein as the commencement date of the insurance coverage. However, in the event where a health insurance contract is extended by the “Travel Care 2010” insurance at a later time than the date of concluding the health insurance contract, the “Travel Care 2010” insurance shall be incorporated into the health insurance contract as of the first day of the month following the Insured’s submission of a written request for such extension of the health insurance contract by the “Travel Care 2010” insurance.
6. If an insurance contract is concluded for the account of a third party – the Insured, prior to the Insured’s entering into the contract, the Policyholder shall be obliged to:
  - provide the Insured with these Special Terms and Conditions of Insurance;
  - obtain prior written consent of the Insured for the financing of the premium – in the event where the Insured finances the insurance premium.
7. Entering into an insurance contract, the Insured consents to being provided with coverage under the insurance contract and signs a declaration of accession to the insurance.
8. The Insured, giving his/her consent to being covered by an insurance contract concluded for the account of the Insured by the Policyholder, undertakes to provide medical documentation to the medical consultants of the Insurance Company and to the physicians of the Assistance Centre in so far as it is necessary for determining the Insurance Company’s liability for the event that has occurred and the amount of the compensation due.

#### **§ 5. BEGINNING AND END OF COVERAGE AS WELL AS ITS TERRITORIAL SCOPE**

1. Insurance coverage shall commence upon the Insured’s crossing the border of the Republic of Poland or the Insured’s country of residence on departure, which shall also be understood as passing through the immigration checkpoint at the airport, however not earlier than on the first day of a health insurance contract and after payment of premium; it shall conclude upon the Insured’s crossing the border of the Republic of Poland or the Insured’s country of residence on return, however not later than on the last day of a health insurance contract – without prejudice to the provisions set forth in Sections 4 and 5 hereinbelow.
2. The insurance coverage granted on the basis of this Addendum applies during each trip abroad, out of the territory of Poland or the country of permanent residence, hereinafter referred to as the “Travel Insured”.

3. The territorial scope of the "Travel Care 2010" insurance encompasses all the countries in the world as well as international territories, with the exclusion of countries and areas involved in military operations, including Civil War, with account being taken of the provisions set forth in Section 1 hereinabove.
4. The Insurance Company provides the Insured with insurance coverage for each trip abroad during the term of the "Travel Care 2010" insurance, without prejudice to Section 5 hereinbelow, in the period of the first 60 days of the Insured's stay in the Travel Insured, however not later than until the day preceding the Insured's 70<sup>th</sup> birthday anniversary.
5. The insurance coverage under the "Travel Care 2010" insurance shall expire at the latest by the end of the coverage granted under the health insurance, entered into by Medicovert Forsakrings AB (publ.) Spółka Akcyjna [*Joint-Stock Company*] Oddział w Polsce [*Branch in Poland*].

#### **§ 6. RESIGNATION FROM THE "TRAVEL CARE 2010" INSURANCE**

1. The Insured shall have the right to resign from the insurance at any time. In the event of resignation from the "Travel Care 2010" insurance at a date earlier than the end of the health insurance contract concluded with the Insurance Company, the "Travel Care 2010" insurance coverage for the Insured in question shall apply until the last day of the month in which a written resignation from the "Travel Care 2010" insurance has been filed.
2. The Policyholder shall have the right to withdraw from an insurance contract within 7 days from its conclusion. Withdrawal from or termination of an insurance contract shall not release the Policyholder from the obligation to pay the premiums for the period of insurance coverage provided by the Insurance Company.
3. An insurance contract may be withdrawn from or terminated only in writing or else such withdrawal or termination shall be ineffective.

#### **§ 7. CONSIDERATIONS**

1. The Insurance Company is free of any liability for any loss caused by the Insured deliberately or as a result of gross negligence, unless the payment of compensation in the given circumstances complies with the rules of equity.
2. The legitimacy of a claim and the amount of consideration are established on the basis of full documentation specified in §12 of this Addendum.
3. At the Insurance Company's request, the Insured or a person acting on his/her behalf shall be obliged to present other documents, where such documents are indispensable for establishing the legitimacy of a claim and the amount of consideration due to the Insured.
4. If the Insured or his/her representative or an individual acting on his/her behalf provide untrue data concerning the circumstances or consequences of an event covered by an insurance contract, or avoid providing any clarifications, the examination of the Insured's claim may be longer or the payment of consideration refused.
5. The Insurance Company shall pay the consideration up to the sum of the insurance under the particular variants of the "Travel Care 2010" insurance.
6. Payment of the insurance consideration involves the Insurance Company's organising and/or covering the costs of the services provided for the Insured under the insurance coverage or the reimbursement of these costs to the Insured or an individual who has incurred such costs for the Insured – in the event where the Insurance Company did not organise these considerations or gave prior consent for such considerations to be incurred by the Insured or this individual. Costs are reimbursed in Polish zloty (PLN) and in equivalent amounts in other currencies, after conversion into PLN, according to the exchange rate published by the National Bank of Poland (NBP) in the tables with average exchange rates for foreign currencies, on the date preceding the day on which a relevant decision on payment of the consideration or its part was issued. The consideration is transferred to the bank account indicated by the Insured.
7. The Insurance Company shall be obliged to provide the consideration within 30 days from the date on which it was notified of the event covered by the insurance.
8. If it was impossible to clarify the circumstances necessary for determining the liability or the amount of the claim within 30 days, then the claim shall be paid within 14 days from the date, on which – with the observance of due diligence – the clarification of these circumstances was possible. Nevertheless, the Insurance Company shall pay the indisputable part of the claim, under the documents submitted, within the time limit specified in Section 8 of the present paragraph.

9. The provision of the travel assistance services guaranteed under these Special Terms and Conditions of Insurance may be delayed due to strikes, riots, social unrest, Terrorist Attacks, Civil War or international War, radioactive or ionising radiation, fortuitous event or force majeure.

## **§ 8. SUBJECT MATTER AND SCOPE OF INSURANCE COVERAGE**

### **1. Costs of treatment after accidents and in the event of sudden illness**

- 1) The subject matter of the insurance is the treatment costs incurred by the Insured, who had to undergo immediate treatment during his/her trip abroad due to sudden illness or accident, to the extent necessary for restoring the Insured's health condition allowing him/her to return or be transported to the place of residence or a medical facility in the territory of the Republic of Poland or the country of the Insured's permanent residence.
- 2) Treatment costs shall be deemed to include any expenses incurred outside the territory of Poland or the country of the Insured's permanent residence, for:
  - a) outpatient examinations and procedures recommended by a physician;
  - b) consultations and medical fees;
  - c) hospitalisation, e.g. treatment, examinations, surgeries and operation, which could not – due to the Insured's health – have been postponed until the Insured returns to the territory of the Republic of Poland or the country of his/her permanent residence. The Assistance Centre shall choose a hospital which is most suitable for the Insured's health, by booking a bed, and – if the Insured's health so requires – the Assistance Centre shall organise transportation to the hospital by means of an ambulance, inform the hospital about the terms of payment and stay in constant touch with the hospital.
  - d) travel of a physician from the nearest healthcare facility to the Insured's place of residence, in the event where this is necessary due to the Insured's health;
  - e) purchase of medicines, dressing materials, infusion fluids as well as orthopaedic aids (e.g. prostheses, crutches) prescribed by a physician, except for nutritional products, health-boosting agents and cosmetic preparations;
  - f) the Insured's transportation from the site of accident or sudden illness to the nearest hospital or healthcare facility, or the Insured's transportation to a different hospital if the medical facility where the Insured is hospitalised fails to provide appropriate medical care for his/her health, according to a written recommendation by the attending physician, after consultation with the Assistance Centre;
  - g) dental treatment in the case of acute toothaches and inflammations as well as the consequences of accidents up to the equivalent of PLN 700 for all illnesses requiring immediate medical assistance, occurring within the period of the insurance coverage;

### **2. Patient transportation abroad, patient transportation to the territory of Poland, transportation of a dead body to Poland**

If, during a trip out of the territory of Poland (or the country of the Insured's permanent residence), the Insured suffers an Accident or Sudden Illness, the Assistance Centre shall – under the insurance – organise and fulfil the services detailed below, with the use of resources and teams most suited to the physical condition of the Insured. The Assistance Centre shall cover any direct costs in the currency of the country where a given even occurred, up to the sum of the insurance specified for the particular variants of the "Travel Care 2010" insurance.

- 1) The travel assistance encompasses the following services:
  - a) **Round-the-clock on-call time of the Assistance Centre**  
The Insured may receive support and assistance 24 hours a day. Based on the information obtained from the Insured, the Assistance Centre shall organise assistance in each situation covered by the insurance.
  - b) **Patient transportation abroad**  
The Assistance Centre shall arrange for transportation of the Insured abroad to the nearest medical facility whose equipment will ensure proper treatment. As the case may be, the Insured shall be transported by means of a plane, helicopter, ambulance, train or other mode of transportation. The choice of a suitable mode of transportation and the most adequate treatment facility shall be made exclusively by the Assistance Centre acting in consultation with the physician providing assistance.
  - c) **Transportation of the Insured to the territory of Poland or the country of permanent residence**

The Insurance Company shall organise and cover the costs of transportation of the Insured to a healthcare facility or the place of residence in the territory of Poland or the country of the Insured's permanent residence, as long as so required by his/her health condition and the previous mode of transportation cannot be used for this purpose. The Insured shall be transported by means of a transportation mode suitable for his/her condition, after provision of the necessary medical assistance abroad, allowing for transportation to the territory of Poland or the country of the Insured's permanent residence. It is the Assistance Centre, in consultation with the attending physician, that decides about the necessity, possibility and choice of a place to which the Insured is to be transported. The cost of the Insured's transportation may not exceed the sum of the insurance specified for the purchased variant of the "Travel Care 2010" insurance. In the event where transportation is organised by the Insured on his/her own or by third parties, the Insurance Company may reimburse the costs incurred, however only up to the amount of the costs that would have been incurred by the Assistance Centre if it had organised such transportation to the territory of Poland.

d) **Transport of the Insured's corpse**

If the Insured dies during a trip abroad, and such death resulted from an accident or sudden illness, the Insurance Company – in consultation with the Insured's family – shall organise any and all formalities as well as cover the costs of transportation of the Insured's corpse to the burial place in the territory of Poland or the country of the Insured's permanent residence. The mode and means of transportation of the dead body is chosen by the Assistance Centre. The Assistance Centre may also organise and cover the costs of cremation and transport of the urn (ashes) to the territory of Poland or the country of the Insured's permanent residence, or the costs of burial abroad, however, up to the amount of the costs which would have been incurred by the Assistance Centre if it had organised the transportation of the Insured's corpse to the territory of the Republic of Poland. In the event where transportation is organised by the Insured's family members or by third parties on their own, the Insurance Company shall reimburse the costs incurred, however only up to the amount of the costs which would have been incurred by the Assistance Centre if it had organised the transportation of the dead body to the territory of the Republic of Poland.

e) **Patient transportation to the territory of the Republic of Poland**

Where the Insured's health after a therapy precludes unaccompanied travel, the Assistance Centre, in consultation with the local attending physician and/or the Insured's physician, shall organise such return journey to the place of the Insured's permanent residence. Where necessary, the Assistance Centre shall provide the Insured with appropriate medical care for the duration of the return journey.

As the case may be, the Insured shall be transported by means of a plane, helicopter, ambulance aircraft, train or other suitable mode of transportation.

The choice of a suitable mode of transportation and treatment facility shall be made exclusively by the Assistance Centre acting in cooperation with the local physician providing assistance and/or the Insured's physician.

## **§ 9. EXCLUSIONS OF LIABILITY**

1. The liability of the Insurance Company for accidents shall be excluded in the case of bodily injury suffered in the following circumstances or resulting from:
  - 1) War or Civil War, military aggression, uprising, revolution, coup d'état, military intervention against national authorities;
  - 2) any Terrorist Attack or deliberate use of armed forces in order to interrupt, prevent or alleviate the consequences of known or suspected terrorist acts;
  - 3) events caused or deliberately instigated by the Insured or the Policyholder;
  - 4) suicide or attempted suicide by the Insured;
  - 5) the Insured's involvement in competitive sports;
  - 6) the Insured's participation in competition related to the use of a land, water or air vehicle equipped with an engine;
  - 7) the Insured's ride, as a driver or passenger, on a two-wheel motor vehicle with an engine capacity of over 125 cm<sup>3</sup>;
  - 8) the Insured's travel, in the capacity of a passenger, on an aircraft which is not registered or licensed for passenger transport on regular routes;
  - 9) active military service by the Insured in the armed forces of any country;
  - 10) a crime committed by the Insured;
  - 11) with reference to pilots or passengers of any engineless flying machines, parachutists or individuals taking part in other flights in capacities other than as passengers.
2. The Insurance Company shall not be liable and shall not reimburse any costs or pay compensation if an Accident or Sudden Illness result from one of the following circumstances:

- 1) a childbirth or any event resulting from pregnancy, occurring within the past 3 months of pregnancy calculated with account being taken of the expected term of delivery;
  - 2) the Insured's action under the influence of alcohol with blood concentration exceeding the level permitted by the Polish law for drivers, or under the influence of drugs or other similar substances, unless they have been prescribed by a physician;
  - 3) HIV (human immunodeficiency virus) or a related disease, in any form, including AIDS (acquired immunodeficiency syndrome), in any form of this disease, irrespective of the cause of its development;
  - 4) nervous or mental disorders, irrespective of whether these include psychiatric disturbances, states of depression or mental illness;
  - 5) periodic check-ups or medical observations irrespective of the time distance between the occurrence of illness and the insurance period;
  - 6) treatment procedures or stays in long-term care centres (old people's homes, sanatoria, rehabilitation centres, addiction detox centres);
  - 7) diseases diagnosed but uncured prior to the insurance period
  - 8) pathological fractures;
  - 9) sexually transmitted diseases or plastic surgeries;
  - 10) epileptic seizure, delirium tremens, diabetic coma.
3. The Insurance Company shall bear no liability for the following costs:
- 1) treatment costs incurred by the Insured during a journey covered by the insurance, on which a given Individual ventured contrary to medical recommendations;
  - 2) treatment costs incurred by the Insured in travel for the purpose of undergoing treatment or obtaining medical advice;
  - 3) treatment costs incurred in the territory of Poland or other country of the Insured's permanent residence;
  - 4) treatment costs and medicines prescribed or taken prior to the insurance period.

#### **§ 10. LIABILITIES OF THE COMPANY**

If, during a journey out of the territory of Poland (or other country of permanent residence), the Insured suffers an Accident or Sudden Illness, the Insurance Company shall cover the necessary and reasonable costs of treatment, incurred within 3 months of the date of the accident/illness, up to the sum of the insurance specified in the Policy for the costs of treatment after accidents and in the event of sudden illness.

#### **§ 11. LIABILITIES OF THE INSURED PERSON**

In the event of an accident or sudden illness, the Insured shall be obliged to take actions aimed at minimising the effects of such events. S/he shall also be obliged to consult a physician as soon as possible and adhere to the medical recommendations received. The Insurance Company shall not be liable for the consequences of the Insured's failure to fulfil the above obligation.

#### **§ 12. CLAIMS**

1. In the event of an accident or sudden illness covered by the insurance, the Insured shall immediately notify the Assistance Centre thereof

**at the following telephone number  
+ 48 (22) 483 39 70**

to obtain assistance and information concerning further procedures.

2. Where there is no contact with the Assistance Centre, the Insured – while seeking reimbursement of the costs incurred – should contact in writing with:

**Departament Likwidacji Szkód [*Loss Adjustment Department*]  
Colonnade Insurance S.A. Oddział w Polsce [*Branch in Poland*]  
ul. Marszałkowska 111, 00-102 Warszawa  
with a note reading "loss under Medicovert insurance policy"**

3. The Insured shall submit, to the Assistance Centre or the Insurance Company respectively, any and all documents and information in the Insured's possession, concerning the accident or sudden illness. At the



Insurance Company's request, the Insured should undergo, at his/her cost, a medical examination with a view to diagnosing the conditions, complaints and/or injuries reported.

4. Compensation is paid upon presentation of original receipts and proofs of their payment to the Insurance Company.

5. Compensation may be paid on the basis of the following:

- acknowledgement of a claim
- court judgement
- settlement concluded with the approval of the insurance company.

6. The notification of a claim for compensation payment should include the following:

- a) full name of the Insured along with the residence address;
- b) policy number, insurance variant – Travel Care 2010;
- c) detailed description of the circumstances of the accident (data, place, cause) and the names of witnesses, if any;
- d) police reports concerning the accident, if any;
- e) medical certificate describing the type and nature of all the injuries and presenting a detailed diagnosis;
- f) original receipts and proofs of their payment, hospital reports that will allow the Insurance Company to determine the total treatment costs incurred by the Insured.

### **§ 13. FINAL PROVISIONS**

1. Correspondence and contact with the Insurance Company shall be held in the Polish language. However, medical documentation can be submitted in English. The Insurance Company may demand that translations of documents be provided from a foreign language into Polish. In such a case, the document(s) in question should be translated into Polish by a sworn translator.
2. Matters not regulated in these Special Terms and Conditions of Insurance shall be governed by the provisions of the Polish law.
3. Assistance in connection with an event covered by the scope of the "Travel Care 2010" insurance is granted to the Insured under the national provisions of the country in which such assistance is provided or under international regulations.
4. These Special Terms and Conditions of Insurance shall become effective on 01.03.2018 and shall be applicable to health insurance contracts concluded as of this date.