

GENERAL INSURANCE TERMS AND CONDITIONS

for costs of treatment of foreigners and citizens of Poland permanently residing abroad during their stay in the Republic of Poland

Information on significant provisions of general insurance terms and conditions, referred to in art. 17 item 1 of the act on insurance and reinsurance activities

Type of information		GITC editorial unit number
Prerequisites for obliging Gothaer TU S.A. to payment of compensation or benefit	GITC for costs of treatment of foreigners and citizens of Poland permanently residing abroad during their stay in the Republic of Poland - main part	§ 1 item 5, § 3, § 5 item 5 and 6, § 8, § 12 item 1-3, § 13 item 1 and 2, § 16 item 1-4 and 9, taking into account the appropriate terms defined in § 2
	Clause 1 Insurance of treatment costs within the territory of the Republic of Poland	§ 1, § 2 item 1, § 5 item 1-3, § 6, § 7, taking into account the appropriate terms defined in § 2 of main part of GITC
	Clause 2 Accident insurance	§ 1, § 2, § 3 item 1, § 4 and § 5, taking into account the appropriate terms defined in § 2 of main part of GITC
	Clause 3 Civil liability insurance in private life	§ 1 item 1-4, § 2 item 3, taking into account the appropriate terms defined in § 2 of main part of GITC

<p>Limitations and exclusions of liability of Gothaer TU S.A. authorizing to refuse payment or reduce compensation and other benefits</p>	<p>GITC for costs of treatment of foreigners and citizens of Poland permanently residing abroad during their stay in the Republic of Poland - main part</p>	<p>§ 4, § 5 item 8 and 9, § 6 item 5, § 12 item 4, § 14, taking into account the appropriate terms defined in § 2</p>
	<p>Clause 1 Insurance of treatment costs within the territory of the Republic of Poland</p>	<p>§ 1, § 2, § 3, § 4 item 2 and 3, taking into account the appropriate terms defined in § 2 of main part of GITC</p>
	<p>Clause 2 Accident insurance</p>	<p>§ 1 item 4-6, § 2, § 3 item 2, § 5 item 8 and 10, taking into account the appropriate terms defined in § 2 of main part of GITC</p>
	<p>Clause 3 Civil liability insurance in private life</p>	<p>§ 1 item 5-7, § 2 item 2 and 3, taking into account the appropriate terms defined in § 2 of main part of GITC</p>

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I. GENERAL PROVISIONS AND DEFINITIONS

§ 1 General provisions

1. These General Insurance Terms and Conditions for costs of treatment of foreigners and citizens of Poland permanently residing abroad during their stay in the Republic of Poland (hereinafter referred to as GITC) shall apply to insurance agreements concluded by Gothaer Towarzystwo Ubezpieczeń S.A. (hereinafter referred to as Gothaer TU S.A.) with Insuring Parties.
2. In consultation with the Insuring Party, additional provisions or provisions that differ from those contained in GITC may be included in the insurance agreement. Such provisions, as well as amendments to the insurance agreement concluded, shall be made in writing in order to be valid.
3. In matters not regulated by GITC, provisions of Polish law shall apply, in particular, of the Civil Code and legal acts regulating insurance activities.
4. An insurance agreement can also be concluded on behalf of a third party. The provisions of GITC shall in such case apply accordingly to the third party listed in the insurance agreement, on behalf of which the insurance agreement has been concluded.
5. On the basis of GITC, Gothaer TU S.A. provides insurance protection to foreigners and to citizens of Poland, residing permanently in a country other than the Republic of Poland (hereinafter referred to as the RP), with regard to costs of treatment borne within the territory of the RP.

§ 2 How are the terms used in GITC to be understood?

The terms used in GITC are defined as follows:

- 1) **act of terror** – illegal activities or actions organized due to ideological, religious, political or social reasons, individually or by a group, conducted by persons acting independently or on behalf or in the name of any organization or government, aimed against persons, facilities or the society, with the purpose of exerting impact on the authorities, causing chaos, intimidating the population or disorganizing public life using violence or threatening to use violence;
- 2) **practicing amateur water sports** – amateur practicing of the following sports: whitewater kayaking, surfing, rowing, sailing, kite surfing, SCUBA diving and skin diving, sport diving, free diving, wakeboarding, whitewater canoeing, rafting, water skiing;
- 3) **practicing amateur winter sports** – amateur practicing of the following sports: skiing, snowboarding, tobogganing, ice skating, hockey, ice yachting;
- 4) **fight** – a mutual encounter associated with assault of its participants, who exchange blows and act at the same time as aggressors and defenders. Participation in a fight does not include getting involved in the event for the purpose of restoring order or public peace in association with carrying out of one's duties and acting in necessary self-defense.
- 5) **illness** – response of the organism to effects of a pathogenic factor, manifesting itself as functional disorders or impairment of structure of the body, causing adverse effects;
- 6) **chronic illness** – a long-term illness diagnosed prior to commencement of insurance protection, usually lasting several months or years (including periods of aggravation or remission), treated on a continuous or periodic basis;
- 7) **country of permanent residence** – country indicated in the insurance application form, in which the Insured Party has obtained a permit to settle, or of which the Insured Party is a citizen or in which the Insured Party has the right to social insurance;
- 8) **recovery treatment** – medical treatment recommended by a physician, aimed at restoring maximum possible medical fitness of the musculoskeletal and nervous system and elimination of mental disorders and responses. In accordance with the GITC, rehabilitation is also considered to be a form of recovery treatment;
- 9) **number of man-days** – product of the number of the Insured Parties and the number of days, during which these persons are subject to insurance protection;
- 10) **sudden illness** – a medical condition emerging suddenly, during the period of liability of Gothaer TU S.A., within the territory of the RP, threatening the life or health of the Insured Party, requiring immediate medical assistance, resulting in the necessity of undergoing treatment prior to return to the country of permanent residence;
- 11) **after-effects of sudden illnesses** – acute and sudden aggravation of a chronic medical condition during the period of liability of Gothaer TU S.A., within the territory of the RP, requiring immediate medical assistance, resulting in the necessity of undergoing treatment prior to return to the country of permanent residence;
- 12) **accident** – a sudden event, occurring within the territory of the RP, caused by an external factor, as a result of which the Insured Party, regardless of their will, suffered from a bodily injury or health disorder, resulting in permanent impairment of health or death;
- 13) **compensation** – the amount, which Gothaer TU S.A. is obliged to pay to the Insured Party or a third party for property damage occurring as a result of an insurance event;
- 14) **Claimant** – any person not encompassed by insurance relationship on the basis of the civil liability insurance agreement of the Insured Party, to whom the Insured Party is liable for damage caused.
- 15) **work** – activities undertaken by the Insured Party within the territory of the RP, for which a remuneration is customarily received, regardless of the legal basis for employment;
- 16) **high risk work** – performance of work:

- a) in coal mining, mining industry (underground work)
 - b) in shipbuilding industry - at ship construction and renovation,
 - c) in metallurgy,
 - d) in explosives, radioactive and chemical materials,
 - e) as divers,
 - f) as jockeys,
 - g) as light commercial vehicle, truck and cistern drivers,
 - h) in construction industry (including work at height)
 - i) as lifting equipment operators,
 - j) at high voltage devices,
 - k) in oil industry (drilling platforms, drilling shafts, fuel storage facilities, gasoline stations),
 - l) in mountain and water rescue services,
 - m) as race horse trainers,
 - n) as acrobats, stunt performers, animal tamers and performing other occupations associated with circus work;
- 17) **extreme sports** – types of sports associated with higher risk in comparison with other disciplines, usually requiring above-average physical fitness or mental skills and appropriate preparation;
 - 18) **high risk sports** – abseiling, Alpine climbing, underground Alpine climbing, ballooning, bob sleighing, bouldering, bungee, BASE jumping, downhill MTB, heli-skiing, heli-snowboarding, cycling, including mountain cycling, in terrain full of obstacles (moguls, ruts, take-offs) or along specially prepared routes (except for urban and touristic cycling routes), kite boarding, kite-skiing, kite-snowboarding, hunting, para gliding, parkour, rugby, parachuting, speleology, aviation sports, motor boat sports in sports sections, gliding, climbing, indoor climbing, ice climbing, mountain climbing, competitive off road skiing or snowboarding, expeditions to places characterized by extreme climate or upland areas at altitudes exceeding 5500 m above sea level;
 - 19) **insurance amount, guarantee amount** – amount specified in the insurance agreement, constituting the upper limit of liability of Gothaer TU S.A. within the framework of insurance class or type;
 - 20) **damage to person** – outcome of insurance event, consisting of bodily harm, health disorder or death;
 - 21) **damage to property** – outcome of insurance event, consisting of damaging, destruction or loss of property;
 - 22) **hospital** – health care institution, which provides 24h care of patients with regard to diagnostics and treatment, using a qualified team of physicians and nurses. In the GITC, the term “hospital” does not include adult care centers, hospices, addiction treatment centers, health resort hospitals and centers and rehabilitation centers;
 - 23) **aids** – measures necessary to support the treatment process, conducted in association with an accident, recommended by a physician: corsets, prostheses, orthoses, crutches, supports, orthopedic apparatuses, glasses, hearing aids;
 - 24) **benefit** – amount, which Gothaer TU S.A. is obliged to pay in the case of damage to person;
 - 25) **permanent health impairment** – physical impairment of the body, which leads to a handicap that is unlikely to improve, specified by a certified occupational medicine physician of Gothaer TU S.A. on the basis of medical documentation presented;
 - 26) **„Percentage health impairment standards table”** – a list of injuries and their corresponding percentage value of health impairment. The table is available at every organizational unit of Gothaer TU S.A. and on the Web page www.gothaer.pl;
 - 27) **The Insuring Party** – a natural or legal person or organizational unit having no legal personality, residing or having its registered office within the territory of the RP, concluding an insurance agreement on its own account or on behalf of a third party and obliged to pay the insurance premium.
 - 28) **The Insured Party** – a natural person, on the account of whom the Insuring Party has concluded an insurance agreement.
 - 29) **The Beneficiary** – person authorized to receive a benefit in the case of death of the Insured Party. If the Beneficiary has not been indicated, the benefit shall be paid to family members of the deceased person in the following order: spouse, children, parents and other successors in the order based on statutory succession;
 - 30) **practicing competitive sports** – practicing of sports disciplines within the framework of membership in sports clubs, associations and organizations and participation in competitions, events or boot camps, regardless of whether income is earned from the sports discipline practiced;
 - 31) **insurance event** – event that occurs during the insurance period, constituting a direct cause of damage to person or damage to property, for which Gothaer TU S.A. is held liable.

II. INSURANCE STRUCTURE, SUBJECT AND SCOPE AND EXEMPTIONS FROM LIABILITY OF GOTHAER TU S.A.

§ 3 What is the scope of insurance?

1. The subject of insurance consists of life, health or civil liability of the Insured Party.
2. Gothaer TU S.A. provides 24h insurance protection.
3. The scope of insurance protection has been defined in the Clauses, constituting an integral part of GITC.
4. If the Clauses contain exclusions from liability of Gothaer TU S.A., they constitute an addition to general exemptions specified in § of GITC.
5. Within the scope not regulated by the provisions of the Clauses, provisions of the basic part of GITC shall apply.

In the case of coincidence of provisions of the Clauses and the basic part of GITC, provisions of the Clauses shall take precedence.

6. The insurance agreement obligatorily includes Clause 1 - Insurance of medical treatment costs within the territory of the RP.
7. The scope of insurance may be broadened to include payment of additional benefits on the basis of Clause 2 - accident insurance and on the basis of Clause 3 - civil liability insurance in private lie.

§ 4 What are the general exclusions from liability of Gothaer TU S.A.?

1. Insurance protection shall not include damages arising in a situation, in which the event occurred as a result of:
 - 1) intentional act of the Insured Party or the Beneficiary, including acts consisting of an attempt or commission by the Insured Party of a crime, suicide, self-mutilation or intentional causing of a health disorder;
 - 2) driving by the Insured Party of a motor vehicle or any other vehicle under the influence of alcohol, in the state of intoxication, under the influence of drugs or other intoxicating substances, or without the required license to drive such vehicle;
 - 3) poisoning with alcohol, drugs, psychotropic drugs or any substances having similar effects;
 - 4) any acts of the Insured Party under the influence of alcohol, in the state of intoxication, under the influence of drugs or other intoxicating substances ;
 - 5) acts of war, state of emergency and acts of terror;
 - 6) participation of the Insured Party in protest marches and rallies, disturbances, fights, riots, acts of terror or sabotage;
 - 7) participation of the Insured Party in contests of motor vehicles, rallies, test drives and stunt displays;
 - 8) engaging in motor vehicle sports;
 - 9) participation of the Insured Party in trainings, camps or competitions associated with martial arts and sports;
 - 10) nuclear or chemical contamination or radiation.
2. A compensation or benefit is not applicable also if the insurance event took place:
 - 1) in association with performance by the Insured Party of high risk work, unless an additional premium has been paid,
 - 2) in association with practicing amateur winter and water sports, unless an additional premium has been paid;
 - 3) in association with practicing amateur high risk and competitive sports;
 - 4) in association with recovery treatment.
3. Insurance protection shall not include costs of treatment of chronic illnesses and their consequences.
4. Insurance protection shall not include persons, who have reached 70 years of age, unless an additional premium has been paid. The above limitation shall not apply to persons subject to insurance protection on the basis of a group insurance agreement.
5. The provisions of items 1, 2 and 3 shall also apply to the Clauses, unless their provisions state otherwise. If the Clauses contain exclusions from liability of Gothaer TU S.A., they constitute an addition to general exemptions specified in the main part of GITC.
6. Gothaer TU S.A. shall apply exclusion or limitation of its liability, if there is an adequate causal relationship between the insurance event or damage and the circumstance indicated in the provisions concerning a given exclusion or limitation of liability, that is, if the insurance event or damage are a typical, normal consequence of the circumstance quoted.

III INSURANCE AGREEMENT

§ 5 How to conclude an insurance agreement?

1. An insurance agreement is concluded on request of the Insuring Party.
2. Gothaer TU S.A. confirms conclusion of the insurance agreement with an insurance document.
3. The insurance document, referred to in item 2, depending on the scope of insurance protection, contains at least the following information:
 - 1) data of the Insuring Party,
 - 2) data of the Insured Party,
 - 3) insurance period,
 - 4) insurance cover,
 - 5) number of Insured Parties in the case of conclusion of a group insurance agreement,
 - 6) insurance amount.
4. Gothaer TU S.A. makes conclusion of the insurance agreement dependent on information asked of the Insuring Party, which exerts impact on risk assessment.
5. The Insuring Party is obliged to provide Gothaer TU S.A. with replies to all questions specified in the application form or addressed to them in writing.
6. The insurance agreement is concluded, depending on the unanimous will of parties to it, for the period of 12 months or less.
7. The Insured Party may be subject to insurance on the basis of the GITC, in the same insurance period, only on the basis of a single insurance agreement.
8. Extension of the insurance cover, referred to in § 3 item 7 of the GITC, may take place only simultaneously with con-

clusion of an insurance agreement for costs of treatment on the basis of Clause 1, referred to in §3 item 6, provided that it pertains to the same insurance period and insurance cover.

9. The GfTC provisions shall also apply to regulations contained in clauses extending insurance cover, referred to in § 3 item 6 and 7, unless the provisions of these clauses state otherwise.
10. An insurance agreement may be concluded as:
 - a) an individual personal agreement,
 - b) a group personal agreement,
 - c) a group anonymous agreement.
11. In the case of conclusion of the insurance agreement in individual form on the account of two, three or four persons, all of these persons shall be subject to insurance protection for the same insurance cover, insurance amounts, extensions of insurance protection and for the same insurance period.
12. In the case of conclusion of the insurance agreement as a group personal or anonymous agreement, the minimum number of persons insured is 5, and all persons are subject to insurance protection for the same insurance cover, insurance amounts, extensions of insurance protection and for the same insurance period.
13. In the case of conclusion of the insurance agreement as a group personal agreement, the agreement should be provided with attachment containing a list of insured persons, containing their first names and surnames, personal identification numbers PESEL or birth dates and residential addresses of such persons.
14. In the case of conclusion of the insurance agreement as a group anonymous agreement, insurance protection must encompass all persons belonging to the group specified in the insurance agreement, constituting a homogeneous population.

§ 6 When does the insurance agreement expire and for what reasons?

1. The insurance agreement expires:
 - 1) upon expiry of the insurance period, for which it was concluded;
 - 2) upon withdrawal by the Insuring Party from the insurance agreement, referred to in item 2;
 - 3) upon expiry of the term of notice of termination of the agreement, referred to in item 9;
 - 4) upon delivery of the statement on termination of the agreement with immediate effect in situations referred to in items 3, 4 and 6;
 - 5) upon expiry of the last day of the additional term for payment of the premium, specified in the call for payment in the situation referred to in item 5.
 - 6) upon withdrawal from the insurance agreement by the only person, on whose account the agreement has been concluded, on the date of withdrawal of this person from the insurance agreement, referred to in item 8.
2. If the insurance agreement was concluded for a period longer than 6 months, the Insuring Party shall have the right to withdraw from the insurance agreement within 30 days, and if the Insuring Party is an entrepreneur - within 7 days from the date of its conclusion. If, no later than upon conclusion of the insurance agreement, Gothaer TU S.A. did not inform the Insuring Party being a consumer of the right to withdraw from the agreement, the term of 30 days shall commence on the date of acknowledgment of this right by the Insuring Party being a consumer.
3. The insurance agreement may be terminated by Gothaer TU S.A. with immediate effect in situations specified in legal provisions, as well as, due to significant reasons, which are considered to include:
 - 1) concealment or provision of false circumstances, about which Gothaer TU S.A. inquired prior to conclusion of the agreement, and which influenced the insurance risk assessment or the premium payable;
 - 2) committing by the Insuring Party or the Insured Party, if the agreement has been concluded on the account of another person, of a crime in association with conclusion or performance of the insurance agreement.
4. If Gothaer TU S.A. is held liable prior to payment of the premium or its first installment, and the premium or its first installment has not been paid within the established deadline, Gothaer TU S.A. may terminate the agreement with immediate effect and demand payment of a premium for the period, in which it was liable. If the agreement is not terminated, it shall expire at the end of the term, for which the unpaid premium was payable.
5. If the premium is paid in installments, a failure to pay within the established deadline of the subsequent premium installment shall result in termination of liability of Gothaer TU S.A. after 7 days from the date of receipt by the Insuring Party of the written call for payment of the premium and information on the consequences of a failure to pay the premium, if the premium installment was not paid by the deadline specified in the letter of demand.
6. In the case of disclosure of any circumstances, which result in a significant change in the probability of occurrence of the insurance event, each of the parties to the agreement may demand an adjustment of the premium amount, starting from the date of occurrence of such circumstances, however, not earlier than from the beginning of the current insurance period. If such demand is made, the other party to the insurance agreement may, within 14 days after receipt of the demand, terminate the agreement with immediate effect.
7. Expiry of the insurance agreement shall not release the Insuring Party from the obligation to pay the premium for the period, in which Gothaer TU S.A. provided insurance protection.
8. If the insurance agreement was concluded on the account of another person, such person is entitled to withdraw from the insurance agreement, making a written statement. Such withdrawal shall be effective on the following day after filling of the statement, unless the person withdrawing from the insurance agreement agreed otherwise with Gothaer TU S.A.
9. The Insuring Party may terminate the insurance agreement at any time with a thirty day notice period.

§ 7 Is it possible to conclude an insurance agreement on the account of another person?

1. The Insuring Party may conclude an insurance agreement on the account of another person (including the Insured Party), which must be named in the insurance agreement.
2. Gothaer TU S.A. is entitled to make claims for premium payment only against the Insuring Party.
3. Gothaer TU S.A. may make claims against the Insured Party as well, if such claim has impact on liability of Gothaer TU S.A. on the basis of the insurance agreement.
4. The Insured Party shall be authorized to demand an appropriate insurance directly from Gothaer TU S.A.
5. The Insured Party may demand that Gothaer TU S.A. provides them with information on the provisions of the agreement concluded and the GITC to the extent, in which these pertain to their rights and obligations.
6. In the case of conclusion of the agreement on the account of another person, the contractual obligations, referred to in § 12 item 1 and 2, and obligations pertaining to the period after occurrence of damage, referred to in § 13, are applicable both to the Insuring Party and the Insured Party, unless the Insured Party did not know of the agreement having been concluded on their account.

§ 8 When does liability of Gothaer TU S.A. start and end?

1. Liability of Gothaer TU S.A. commences on the date specified in the document confirming conclusion of the insurance agreement as commencement of the insurance period, however, no earlier than starting from the latest of the following dates:
 - 1) The following day after conclusion of the insurance agreement,
 - 2) The date of payment of the premium or the first installment,
 - 3) The date of crossing of the border of the RP, subject to provisions of item 2.
2. With reference to insurance agreements concluded at the border crossing of the RP, liability of Gothaer TU S.A. commences on the date and time of conclusion of the insurance agreement and payment of the installment, however, not earlier than upon crossing of the border of the RP.
3. Liability of Gothaer TU S.A. ends upon expiry of the insurance agreement under the circumstances specified in § 6.

IV. INSURANCE PREMIUM

§ 9 What are the principles of premium payment and how is the amount determined?

1. The premium amount is calculated for duration of liability of Gothaer TU S.A. on the basis of the premium table applicable on the date of conclusion of the insurance agreement.
2. The insurance premium is paid once in the case of natural persons; in the case of legal persons, premium payment in 2 or 4 installments is also acceptable.
3. The premium amount depends on such factors as:
 - 1) insurance cover,
 - 2) purpose of stay,
 - 3) insurance amount,
 - 4) liability period,
 - 5) age of the Insured Party,
 - 6) number of Insured Parties.
4. Payment of insurance premium for an agreement concluded on the basis of Clauses 2 and 3, extending the scope of insurance cover, referred to in §3 item 7, takes place together with payment of the premium for insurance of costs of treatment within the territory of the RP (Clause 1, referred to in § 3 item 6).
5. If payment of the premium takes place in form of a bank transfer or a postal order, the payment date is considered to be the day of placement of the payment order to the bank account of Gothaer TU S.A. at the bank or post office, provided that sufficient funds were available on the account of the Insuring Party. Otherwise, the payment date shall be the date of crediting of bank account of Gothaer TU S.A. with the full amount of the required premium or installment.
6. If the Insuring Party or the Insured Party provided Gothaer TU S.A. with false information, which influenced the premium calculation, they are obliged, upon demand of Gothaer TU S.A., to make an additional payment to cover the difference between the premium payable and the premium included in the insurance agreement.

§ 10 When is the premium subject to reimbursement?

In the case of termination of the insurance agreement prior to expiry of its term, the Insuring Party shall be entitled to reimbursement of the premium for each day of unused insurance protection.

V. RIGHTS AND OBLIGATIONS OF THE PARTIES TO THE AGREEMENT

§ 11 What are the obligations of Gothaer TU S.A. resulting from the insurance agreement?

1. Gothaer TU S.A. is obliged to render access to information and documents upon demand of the Insuring Party, the Insured Party or any person authorized on the basis of the insurance agreement.
2. Prior to conclusion of the insurance agreement, Gothaer TU S.A. delivers to the Insuring Party the GITC.
3. If, in response to the offer, Gothaer TU S.A. provides the Insuring Party with an insurance document, containing

provisions, which depart from the offer of the Insuring Party to their detriment, Gothaer TU S.A. shall point this out to the Insuring Party in writing while delivering the document, establishing a 7-day deadline for making objections. In the case of a failure to meet this obligation, amendments made to the detriment of the Insuring Party shall not be effective, and the insurance agreement shall be considered to have been concluded in accordance with the offered conditions.

4. If no objections are made by the Insuring Party, the agreement shall be signed in accordance with the content of the insurance document on the following day after expiry of the term established for appeal.
5. Gothaer TU S.A. is obliged to present the difference between the content of the agreement and the GITC in writing prior to conclusion of the insurance agreement. In the case of a failure to meet this obligation, Gothaer TU S.A. may not rely on a difference which is detrimental to the Insuring Party. Provisions of this item shall not apply to agreements concluded as a result of negotiations.

§ 12. What are the general obligations of the Insuring Party and the Insured Party resulting from the insurance agreement?

1. The Insuring Party and the Insured Party, if the insurance agreement has been concluded on the account of another person, are obliged to inform Gothaer TU S.A. of all circumstances known to them, about which Gothaer TU S.A. has inquired in the application form for conclusion of the insurance agreement or in other documents prior to conclusion of the agreement.
2. Throughout the term of the agreement, the Insuring Party and the Insured Party, if the insurance agreement has been concluded on the account of another person, are obliged to inform Gothaer TU S.A. of any change in the circumstances, which Gothaer TU S.A. had inquired about in the application form for conclusion of the insurance agreement or in other letters prior to conclusion of the agreement, immediately after being informed of them.
3. If the Insuring Party concludes the agreement through an agent, the obligation referred to in item 1 and 2 is imposed also upon the agent and includes the circumstances known to the agent as well.
4. Gothaer TU S.A. shall not be held responsible for the consequences of the circumstances, of which they were not informed due to violation of items 1-3. If violation of the obligations specified in items 1-3 was caused by intentional act, in the case of any doubt, it is assumed that the insurance event and its consequences are a result of these circumstances.
5. The Insuring Party shall inform the Insured Party of conclusion of the agreement on their account. The Insuring Party shall also provide the Insured Party, in the manner agreed upon by these parties, with information concerning the insurance agreement concluded, the content of the GITC and the mode of action in the case of occurrence of an insurance event.
6. In the case of conclusion of a group insurance agreement on the account of a third party, the Insuring Party shall inform Gothaer TU S.A. whether the Insured Parties are to finance the insurance premium cost.
7. If the Insured Parties do not finance the insurance premium cost, and the Insuring Party plans to make an amendment in this regard, the Insuring Party shall deliver the provisions of the agreement to all of the Insured Parties prior to obtaining their consent for financing of the premium cost.
8. In the case of conclusion of the insurance agreement on the account of a third party, in particular, in the case of group insurance, the Insuring Party shall provide the persons acceding to the insurance agreement with information provided by Gothaer TU S.A. with regard to which provisions of the GITC specify the prerequisites for payment of compensation, as well as restrictions and exclusions of liability of Gothaer TU S.A., authorizing Gothaer TU S.A. to refuse to pay the compensation or reduce its amount, that is, information referred to in art. 17 of the act on insurance and reinsurance activities. The information, referred to above, shall be provided prior to acceding to the insurance agreement, in writing, or, upon the consent of the person concerned, on any other durable medium.

§ 13. What are the obligations of the Insured Party upon occurrence of damage?

1. In the case of occurrence of an insurance event, either the Insuring Party or the Insured Party shall:
 - 1) Inform Gothaer TU S.A. immediately of occurrence of the insurance event, no later than within 14 days from occurrence of the insurance event or acknowledgement of such occurrence, subject to separate provisions of individual Clauses; if, due to the insurance event, the Party is unable to do so – they should provide such information within 14 days from cessation of the cause of failure to report the damage;
 - 2) Use the available measures to mitigate the damage and secure the possibility of making compensation claims against persons responsible for the damage;
 - 3) Provide Gothaer TU S.A. with:
 - a) a properly filled-in loss report,
 - b) other documents indicated to the Insuring Party or the Insured Party during claim settlement, necessary to verify the grounds for the claims and the benefit or compensation amount,
 - 4) secure evidence associated with the insurance event in order to justify the claim.
2. Gothaer TU S.A. is obliged, within the limit of the insurance amount, to return to the Insuring Party or the Insured Party the costs due to application of measures referred to in item 1 clause 2), if these measures were reasonable, even if they proved ineffective.
3. If the same subject of insurance at the same time is insured against the same risk at two or more insurance companies, the Insuring Party shall inform Gothaer TU S.A. in the case of occurrence of an insurance event.

§ 14. What are the consequences of violation by the Insuring Party or the Insured Party of their obligations?

1. In the case of a failure of the Insuring Party or the Insured Party, through their intentional fault or due to gross negligence, to meet the obligation referred to in § 13 item 1 clause 1), that is, the obligation of immediate notification of Gothaer TU S.A. of occurrence of damage, Gothaer TU S.A. may reduce the benefit or compensation amount to the extent, in which such violation resulted in increasing of damage or prevented Gothaer TU S.A. from determination of the circumstances and consequences of the insurance event.
2. In the case of a failure of the Insuring Party or the Insured Party, through their intentional fault or due to gross negligence, to meet the obligation to use the available measures to mitigate the damage, referred to in § 13 item 1 clause 2), Gothaer TU S.A. shall bear no responsibility for any damage resulting therefrom.

§ 15. When is Gothaer TU S.A. obliged to provide access to documents?

1. On request of the Insuring Party, the Insured Party, the Beneficiary or the Claimant, Gothaer TU S.A. shall provide access (including, on demand, in electronic format) to documents and information gathered for the purpose of determination of liability of Gothaer TU S.A. or the compensation or benefit amount, and makes it possible to prepare a Xerox copy of documents at the cost of the applicant and certifies them to be true copies of the original.
2. The costs of preparation of Xerox copies and providing access to information and documents in electronic format shall be borne by the applicant, according to the current pricelist of Gothaer TU S.A.

VI. DETERMINATION AND PAYMENT OF THE BENEFIT OR COMPENSATION AMOUNT

§ 16. On what basis and when is the benefit or compensation amount paid?

1. In the case of payment of benefit or compensation due to more than one cause, such benefits or compensations are paid in accordance with the order of making claims, and reimbursement of costs is carried out in the order of receipt by Gothaer TU S.A. of documents confirming such costs.
2. Gothaer TU S.A. shall provide benefit or compensation amount within 30 days after the date of notification of occurrence of an insurance event.
3. Should it turn out to be impossible to clarify the circumstances necessary to verify the liability of Gothaer TU S.A. or to determine the compensation or benefit amount within the established deadline, referred to above, such compensation or benefit amount should be paid within 14 days after the date, when, upon exercising due diligence, it became possible to clarify these circumstances. However, the undisputed part of the benefit or compensation amount shall be paid by Gothaer TU S.A. within the deadline specified in item 2.
4. A benefit or compensation amount due to the agreement concluded shall be paid to the Insured Party, the Beneficiary, the authorized person, or, in the case of cost reimbursement, to the person, who has covered such costs.
5. If the compensation or benefit amount is not applicable or has been granted in the amount different than claimed, Gothaer TU S.A. shall inform of this fact in writing the person making the claim and the Insured Party – if the insurance agreement has been concluded on the account of a third party, and the Insured Party is not the person making the claim – indicating the circumstances and legal basis justifying refusal to pay the benefit or compensation amount in whole or in part and notifying the recipient of the possibility of making appeal or making a claim in court.
6. Gothaer TU S.A. shall pay the compensation amount in Polish zlotys, regardless of the place of occurrence of the damage and the type of costs borne.
7. Costs covered in foreign currencies shall be converted to PLN according to the average exchange rate of the National Bank of Poland on the date of determination of the compensation or benefit amount.
8. Gothaer TU S.A. reserves the right to verify the documents presented and to seek the opinion of experts.
9. Reimbursement of any costs subject to insurance protection shall take place on the basis of original bills and original proofs of payment.

VII. FINAL PROVISIONS

§ 17. How to file a complaint?

1. A complaint in association with conclusion or performance of the insurance agreement can be made by the insuring party, the insured party, the beneficiary or the person authorized on the basis of such agreement.
2. A complaint can be filed:
 - 1) In writing – to the address of the selected Gothaer TU S.A. unit or in person;
 - 2) In electronic format (complaint form on the web page www.gothaer.pl);
 - 3) verbally (in person for the record or by phone).
3. A complaint should include:
 - 1) First name, surname (name), address and contact phone number of the person filing the complaint,
 - 2) Damage notification number or policy number;
 - 3) Subject of complaint;
 - 4) Justification of complaint, providing any evidence.
4. A complaint is considered immediately, no later than within 30 days after it has been received. If, due to case being

particularly complex, it is not possible to provide a reply within the time period specified above, the deadline shall be extended to no more than 60 days after receipt of the complaint. The person filing the complaint is informed of:

- 1) the cause of delay,
 - 2) circumstances that must be verified for the purpose of consideration of the case;
 - 3) the expected term for consideration of the complaint and delivery of a reply.
5. Gothaer TU S.A. informs the person, who has filed the complaint, of the mode of consideration of the complaint in printout format or using any other read only data media, provided that Gothaer TU S.A. may reply to a complaint via email only upon request of the client.
 6. The person filing the complaint may address the Financial Ombudsman, applying for consideration of the case.
 7. The dispute may be settled at the Office of the Financial Ombudsman (web page: www.rf.gov.pl), or by the Arbitration Court at the Commission for Financial Supervision (web page: www.knf.gov.pl).
 8. The party filing the complaint is entitled to make a claim in court. Claims under an insurance agreement can be brought to a court of general jurisdiction or a court having jurisdiction over the place of residence or registered office of the insuring party, the insured party or the beneficiary on the basis of the insurance agreement or to the court appropriate for the place of residence of an insured successor or a successor authorized on the basis of the insurance agreement.
 9. Gothaer TU S.A. is subject to supervision by the Commission for Financial Supervision.

§ 18. When is Gothaer TU S.A. entitled to recourse claims?

1. Upon payment of the compensation, claims of the Insured Party against the person responsible for damages shall, according to legal provisions in force, be transferred to Gothaer TU S.A. up to the amount of the compensation paid.
2. If Gothaer TU S.A. covered only a part of the claim, the Insured Party is entitled, with regard to the remaining part, to preference in claim satisfaction prior to claims of Gothaer TU S.A.
3. If the Insured Party, without the consent of Gothaer TU S.A., has waived all claims for compensation against the perpetrator of damages or limited such claims, Gothaer TU S.A. may refuse to pay the compensation amount or reduce it accordingly. If such resignation or reduction of claim is disclosed after payment of the compensation amount, Gothaer TU S.A. shall be entitled to claim from the Insured Party of the compensation amount paid, in whole or in part, including the necessary costs of the procedure.
4. Gothaer TU S.A. shall not be subject to transfer of claims against persons, with whom the Insured Party lives in a single household, unless the perpetrator has caused damage intentionally.

§ 19. How to deliver notifications and statements of parties?

1. Subject to § 17 of GITC, any notifications and statements filed by the parties to the agreement should be made in writing and delivered with confirmation of receipt or sent via registered letter, unless the provisions of the insurance agreement (including the special GITC regulations) specify otherwise.
2. The Parties to the agreement shall exchange information on change of address of residence or registered office.

§ 20. Processing of personal information

1. Gothaer TU S.A., as an administrator of personal information, gathered in association with conclusion and performance of the insurance agreement, hereby informs that the personal information gathered shall be processed for the following purposes:
 - 1) Associated with performance of the insurance agreement concluded, in particular, for the purpose of insurance market risk assessment;
 - 2) to file;
 - 3) direct marketing of services rendered by Gothaer TU S.A.
2. In the case of conclusion of the insurance agreement, personal information shall be processed for the purpose of its performance, while in the case of refusal to provide insurance protection – to file.
3. The personal information gathered shall be made accessible to authorized entities under the circumstances recommended by legal provisions, and to reinsurance specialists, cooperating with Gothaer TU S.A.
4. Every person is authorized to access and edit their personal information.
5. Provision of personal information is voluntary; however, it is necessary for conclusion of the insurance agreement.

§ 21 When do the general insurance terms and conditions come into force?

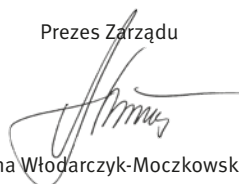
1. The GITC were approved by resolution of the Management Board of Gothaer TU S.A. and approved by the Management Board Gothaer TU S.A. no. 25/17 of February 1, 2017.
2. The GITC shall come into force on 20 March 2017 and shall apply to insurance agreements, concluded from this date.

Członek Zarządu



Adam Dwulecki

Prezes Zarządu



Anna Włodarczyk-Moczowska

CLAUSE 1 INSURANCE AGAINST COSTS OF TREATMENT IN THE RP

§ 1. What is the subject and scope of insurance?

1. On the basis of this Clause, the subject of insurance consists of costs of treatment that are necessary from medical point of view on behalf of the Insured Party, who, staying in the RP, had to undergo treatment immediately due to a sudden illness or accident, occurring in the insurance period.

§ 2. What does the treatment cost include?

1. Treatment cost insurance within the territory of the RP includes documented costs, generated by sudden illness or accident.
 - 1) **Up to 100% of the insurance amount:**
 - a) Cost of hospitalization, hospital treatment and surgery;
 - b) Costs of transport to hospital or place of residence indicated by the Insured Party in accordance with the principles specified below.

Gothaer TU S.A. shall cover the costs of transport of the Insured Party from the RP to the hospital or place of residence in the country of permanent residence using the special means of transport within the time period other than planned – only on the basis of a physician’s written recommendation. These costs are covered up to the amount of transport costs, using transport means that meet the requirements specified by the doctor, issuing the written order of transport to the country of permanent residence. The previous consent of Gothaer TU S.A. is required for recognition of costs due to transport of the Insured Party.

In the case of independent organization by the Insured of transport on their own, subject to obtaining of the consent of Gothaer TU S.A., Gothaer TU S.A. shall reimburse the costs borne within the limit of established for treatment cost insurance, however, only for the amount of cost that Gothaer TU S.A. would have suffered should there be no transport.
 - c) The cost of transport of the Insured Party from the place of the accident or sudden illness to the healthcare institution and the costs of transport of the Insured between healthcare institutions within the territory of the RP;
 - d) Costs of medical examination leading to diagnosis and costs of outpatient clinic treatment;
 - e) Cost of purchase of necessary drugs, wound dressing materials and auxiliary measures as recommended by the physician;
 - f) Costs of repair or purchase of glasses, repair of prostheses and other auxiliary measures used to support the healing process, if the necessity of their purchase or their damaging were associated with sudden illness or accident that emerged during the insurance period;
 - 2) **up to 50% of the insurance amount:**
 - a) cost of transport of the body of the Insured Party to the country of permanent residence or
 - b) cost of funeral or cremation in the territory of the RP (excluding funeral).

If the Insured Party, due to an accident or sudden illness within the limit of liability of Gothaer TU S.A., died during their stay in the RP, Gothaer TU S.A. shall cover the costs of transport of the body to the place of funeral in the country of permanent residence.

In the case of covering of the cost of transport of the body of the Insured Party to the place of the funeral in the country of permanent residence, Gothaer TU S.A. shall reimburse the costs of transport of the body of the Insured Party to the place of funeral in the country of permanent residence up to the amount that Gothaer TU S.A. would have paid, ordering transport of the body to the country of permanent residence by a Polish enterprise dealing with transport of bodies.

In the case of funeral or cremation of body of the Insured Party in the territory of the RP, Gothaer TU S.A. shall cover only the funeral or cremation costs;
 - 3) **travel, maintenance and accommodation costs of the person accompanying the Insured Party:**
 - a) Gothaer TU S.A. shall cover the documented costs of maintenance and accommodation of a single person accompanying the Insured Person within the territory of the RP, in the amount not higher than 0.5% of the insurance amount specified in § 4 item 1 of this Clause per day, for no more than 7 days, for one and all insurance events.
 - b) The costs referred to in letter a) shall be covered under the condition that the Insured Party has been hospitalized in the RP for the period of at least 7 days, and these costs shall be borne in association with affairs related to return of the Insured Party to their country of permanent residence or in association with accompanying them during hospitalization in the territory of the RP;
 - c) a prerequisite for recognition of costs referred to in letter a) is a written recommendation of a physician and the previous consent of Gothaer TU S.A.;
 - 4) **costs of dental treatment, up to 400 PLN per one and for all insurance events.**

Gothaer TU S.A. shall cover the costs of dental treatment only in the case of the Insured Party suffering, during the period of liability of Gothaer TU S.A., from acute pain and inflammation, requiring immediate medical assistance.
2. Insurance protection shall not include:
 - 1) The costs of treatment borne outside the territory of the RP,
 - 2) Expenses associated with special diet of the Insured Party, even if recommended by a doctor;

- 3) Costs of stay at health and spa resorts;
- 4) Costs of labor, taking place after the 25th week of pregnancy, and any costs associated with treatment and care of the mother and child after delivery;
- 5) Costs of abortion;
- 6) Costs of plastic surgeries;
- 7) Costs of preventive and prosthetic dental treatment;
- 8) Costs of contraceptives,
- 9) treatment costs, to the extent, in which these have been covered in association with the same insurance event on the basis of a different insurance agreement or from other sources,
- 10) costs of treatment with regard to consequences of bodily injury or health disorder caused by treatment and medical procedures, regardless of who performed such treatment or procedures;
- 11) costs that are not eligible from medical point of view;
- 12) recovery treatment costs;
- 13) costs of treatment of Insured Parties, who are traveling in order to undergo treatment;
- 14) costs of treatment not exceeding 100 PLN (conditional franchise);
- 15) costs of treatment going beyond the scope necessary to restore the Insured party to health to a sufficient extent to enable their return to their country of permanent residence;
- 16) costs of treatment of chronic diseases and their effects,
- 17) costs of treatment of tropical diseases, mental disorders, birth defects;
- 18) costs of treatment of venereal diseases, AIDS and other diseases caused or related to HIV virus,
- 19) costs of treatment associated with performance by the Insured Party of a high risk job, unless an additional premium has been paid;
- 20) costs of treatment associated with practicing amateur winter and water sports, unless an additional premium has been paid;
- 21) costs of treatment associated with competitive sports or high risk sports;
- 22) costs of treatment of severe acute respiratory syndrome (SARS).

§ 3. What are additional exclusions of Gothaer TU S.A. from liability?

1. Apart from limitations and exclusions of liability referred to in §4 of the GITC, coverage of medical treatment does not apply to:
 - 1) An Insured Party subject to medical contraindications for travelling to the RP, if this exerted impact on occurrence of the insurance event, unless the Insured Party had not been aware of such contraindications;
 - 2) In the case of treatment in the RP of illnesses diagnosed by a physician until subjecting the Insured Party to insurance protection and their consequences or illnesses treated prior to commencement of insurance period, including their consequences.

§ 4. How much is the insurance amount?

1. The total insurance amount for costs of treatment in the RP is agreed upon with the Insured Party when concluding the insurance agreement.
2. The total insurance amount constitutes the upper limit of liability of Gothaer TU S.A. with regard to costs of treatment in the territory of the RP, and its amount is indicated in the insurance document.
3. The total insurance amount for costs of treatment in the RP shall be reduced by each compensation payment on the basis of this insurance.
4. For determination of the insurance amount in PLN, the average rate of exchange of EUR established by the National Bank of Poland is applied, valid on the last working day preceding the date of conclusion of the insurance agreement.

§ 5. What are the obligations of the Insured Party after the damage has occurred?

1. Apart from the obligations specified in § 13 of the GITC, in the case of occurrence of an insurance event, the Insured Party is obliged to:
 - 1) Attempt to mitigate the effects of the insurance event by seeking medical assistance immediately and undergoing recommended treatment, taking advantage, to the extent possible, of the public healthcare system,
 - 2) Obtain medical documentation specifying the diagnosis and justifying the necessity to undergo treatment and selection of a given mode of treatment;
 - 3) Secure evidence associated with sudden illness or accident in order to justify the claim for reimbursement of treatment costs;
 - 4) release the physicians, providing medical care for the Insured Party, from the obligation to abide by the physician-patient privilege – to the extent necessary to obtain information associated with verification of information provided by the Insured Party with regard to their health condition, by making an appropriate statement (e.g. when reporting the claim);
 - 5) enable Gothaer TU S.A. to get information on the circumstances of the insurance event;
 - 6) cover independently the outpatient clinic treatment costs, if their total value does not exceed the equivalent of PLN 200 – reimbursement of these costs takes place after the claim has been reported to Gothaer TU S.A.;
 - 7) on demand of Gothaer TU S.A., undergo a medical examination by a physician indicated by Gothaer TU S.A. or undergo clinical observation.

2. If, at the same time, the Insured Party is subject to insurance protection with regard to costs of treatment in the territory of the RP with two or more insurers, they shall inform Gothaer TU S.A. of this fact in the case of occurrence of the insurance event.
3. Assistance to the Insured Party in association with an insurance event is granted in accordance with the legal provisions in force in the RP.
4. Gothaer TU S.A. may ask the Insured Party or their statutory representative to give their written consent for inquiring of entities, which provided the Insured Party with healthcare benefits, in order to obtain information for the purpose of verification of health condition information, provided by this person, in particular, for inquiring physicians, who have been taking care of the Insured Party.

§ 6. How is the compensation amount determined?

1. Determination of grounds for payment and compensation amount due to reimbursement of treatment costs takes place on the basis of the following evidence and documents, presented by the Insured Party or a person authorized to receive compensation:
 - 1) Evidence confirming the necessity of undergoing immediate treatment in association with a sudden illness or an accident, including the diagnosis;
 - 2) original bills and original proofs of payment for hospitalization, medical assistance provided, transport, as well as purchase of medications, wound dressing and auxiliary accessories;
 - 3) original proofs of payment, confirming other expenses subject to the insurance agreement.
2. The decision of Gothaer TU S.A. with regard to coverage of costs of transport of the body of the Insured Party is made after being presented the official death certificate or extract from it and other documents specified in the claim settlement procedure, if necessary to determine justification for the claims made and the compensation amount.
3. Documents constituting proof of expenditures in association with medical assistance granted to the Insured Party should contain the following information:
 - 1) Insured Party data;
 - 2) Data of medical facility providing assistance;
 - 3) Seal and signature of physician or person authorized to represent the medical facility;
 - 4) Confirmation of treatment costs.

§ 7. How is the compensation paid?

1. The compensation is paid in Polish zlotys to the Insured Party, authorized person or – in the case of reimbursement of costs – to the person, who covered such costs.
2. Gothaer TU S.A. makes payment directly to the physician or medical facility granting assistance to the Insured Party if liabilities to these have not been settled by the Insured Party.
3. Conversion to PLN of expenditures borne in foreign currencies takes place in accordance with the average rate of exchange, established by the National Bank of Poland, applicable on the date of determination of the compensation amount.
4. Reimbursement of costs takes place in the order of receipt by Gothaer TU S.A. of documents confirming such costs having been covered.

CLAUSE 2. ACCIDENT INSURANCE

§ 1. What is the subject and scope of this insurance?

1. Subject to the remaining provisions not amended by this clause, of the General Terms and Conditions of Insurance for costs of treatment of foreigners and Polish citizens residing permanently abroad during their stay in the Republic of Poland, hereinafter referred as GITC, insurance protection shall apply to accident insurance.
2. The subject of insurance is life and health of the Insured Party.
3. The territorial scope of insurance includes the territory of the RP.
4. The scope of protection includes the following benefits due to consequences of accidents:
 - 1) **Benefit due to permanent health impairment** as a result of an accident subject to insurance protection, in the amount of **1%** of the total accident insurance per percentage of permanent health impairment, however, no more than **100%** of this insurance total,
 - 2) **Benefit due to death of the Insured Party** as a result of an accident subject to insurance protection, in the amount of **100%** of this insurance total.
5. Insurance protection shall not apply to consequences of accidents occurring while:
 - 1) The Insured Party performs works associated with increased risk level, unless an additional premium has been paid,
 - 2) Practicing amateur winter and water sports, unless an additional premium has been paid,
 - 3) Practicing competitive sports or high risk sports.
6. Insurance protection does not include benefits lost in association with the accident, as well as real losses, consisting of loss, damaging or destruction of personal belongings of the Insured Party or loss or reduction of earnings of the Insured Party.

§ 2. What are the additional exemptions from liability of Gothaer TU S.A.?

Apart from exclusions and exemptions from liability, specified in §4 of the GITC, consequences of the following shall be excluded from liability of Gothaer TU S.A.:

- 1) Any illnesses or health disorders, even those occurring suddenly,
- 2) Body injuries caused by treatment or recovery procedures, regardless of who performed these;
- 3) Stroke, cardiac infarction and cerebral hemorrhage.

§ 3. How much is the insurance amount?

1. The insurance amount is agreed upon with the Insured Party when concluding the insurance agreement.
2. The accident insurance amount constitutes the upper limit of liability of Gothaer TU S.A. with regard to consequences of accidents, and its amount is indicated in the insurance document.
3. The accident insurance amount is not reduced by a benefit paid earlier.

§ 4. What are the obligations of the Insured Party after the damage has taken place?

1. Apart from obligations specified in §13 of the GITC, in the case of occurrence of an insurance event, the Insured Party is obliged to:
 - 1) Inform Gothaer TU S.A. immediately of occurrence of the insurance event, no later than within 14 days from occurrence of the insurance event or acknowledgement of such occurrence, subject to separate provisions of individual Clauses; if, due to the insurance event, the Party is unable to do so – they should provide such information within 14 days from cessation of the cause of failure to report the damage;
 - 2) Use the available measures to mitigate the damage by seeking medical assistance immediately and undergo recommended treatment;
 - 3) Obtain medical documentation, confirming the diagnosis, as well as documentation of the treatment conducted,
 - 4) release the physicians, providing medical care for the Insured Party, from the obligation to abide by the physician-patient privilege – to the extent necessary to obtain information associated with verification of information provided by the Insured Party with regard to their health condition, by making an appropriate statement when reporting the claim;
 - 5) enable Gothaer TU S.A. to obtain information on the circumstances of the insurance event;
 - 6) secure evidence associated with the accident in order to justify the claim;
 - 7) in the case of such recommendation – undergo examination – undergo examination by a physician designated by Gothaer TU S.A..
2. Gothaer TU S.A. may ask the Insured Part or their statutory representative to give their written consent for inquiring the entities, which provided the Insured Party with health benefits, in order to obtain information associated with verification of data provided by such person, concerning their health condition, in particular, doctors taking care of the Insured Party.

§ 5. How is the benefit amount determined and what is the amount paid?

1. A benefit due to permanent health impairment resulting from accident is determined upon identification by the certified occupational medicine physician of Gothaer TU S.A. of the degree of permanent health impairment.
2. The degree of permanent health impairment is established on the basis of the medical documentation presented and the „Percentage health impairment standard tables”, applicable at Gothaer TU S.A. on the date of conclusion of the insurance agreement, without the necessity of examination of the Insured Party by the certified physician, subject to item 3.
3. If determination of the permanent health impairment degree on the basis of medical documentation presented is not possible, it is determined on the basis of a medical examination, conducted by the certified physician, indicated by Gothaer TU S.A..
4. The type and amount of benefits is determined upon finding a causal relationship between the accident and permanent health impairment or death of the Insured Party, respectively.
5. Determination of the causal relationship, referred to in item 4, takes place on the basis of evidence delivered by the Insured Party, as well as results of tests, listed in item 3.
6. Determination of the degree of permanent health impairment should take place immediately upon conclusion of treatment, including the potential rehabilitation treatment. In the case of longer treatment periods, the final degree of permanent health impairment should be determined no later than in the 12th month after the date of the accident.
7. When determining the permanent health impairment degree, the type of work or activities performed by the Insured Party are not taken into account.
8. When determining the permanent health impairment, earlier loss or damage to organs, body parts and systems is determined, so that the degree of permanent health impairment is specified as the difference between the degree applicable to a given organ, body part or system after the accident and the degree of impairment existing before the accident.
9. If the Insured Party, who suffered from the accident, died before determining permanent health impairment, and the death was not caused by the accident, the benefit is determined on the basis of the presumed permanent health impairment degree, expressed as a percentage value by the certified physician designated by Gothaer TU S.A..
10. If the Insured Party received a health impairment benefit, and then died due to the accident, the benefit due to

- death is paid, if it is higher than the benefit paid to the Insured Party due to health impairment, taking into account the previously paid amount. The benefit is paid if death takes place within 12 months from the date of the accident.
11. If the Insured Party died after determination of the permanent health impairment degree, and there is no causal relationship between this death and the accident, the benefit for permanent health impairment, which was not paid prior to their death, is paid to the successors of the Insured Party.
 12. In the case of death of the Insured Party, the Beneficiary is obliged to provide:
 - 1) An extract from the death certificate or its copy,
 - 2) A copy of document confirming their family relation with the Insured Party.
 13. If there are no Beneficiaries, the person applying for payment of the benefit amount is also obliged to provide a copy of the document confirming their family relations with the Insured Party (e.g. document confirming acquisition of inheritance on the basis of statutory succession), certified to be a true copy of the original by the entity authorized to authenticate copies of documents.

CLAUSE 3. CIVIL LIABILITY INSURANCE IN PRIVATE LIFE

§ 1. What is the subject and scope of insurance?

1. Subject to the remaining provisions of the General Insurance Terms and Conditions for costs of treatment of foreigners and Polish citizens permanently living abroad during their stay in the Republic of Poland, hereinafter referred to as GITC, insurance protection applies to civil liability insurance of the Insured Party and persons, for whom the Insured Party is responsible, in association with private life activities.
2. The territorial scope encompasses the territory of the RP.
3. Gothaer TU S.A. provides insurance protection of civil liability of the Insured Party and persons, for whom the Insured Party is responsible, for damages to persons and to property, caused during the period of liability of Gothaer TU S.A. to the detriment of the Claimant through a prohibited act during a visit of the Insured Party or such persons to the territory of the RP.
4. Apart from payment of the applicable compensation or benefit, within the limits of the guarantee amount specified in the agreement, Gothaer TU S.A. also covers:
 - 1) The justified and necessary costs of activities aimed at mitigation of damages or prevention of increasing of damages, even if they prove ineffective,
 - 2) Costs of remuneration on behalf of experts appointed in consultation with Gothaer TU S.A. to determine the circumstances or scale of damage;
 - 3) The necessary costs of court defense in proceedings conducted on the order or upon the consent of Gothaer TU S.A..
5. Liability of Gothaer TU S.A. does not include damages:
 - 1) Suffered by persons sharing the household with the Insured Party or family members of the Insured Party;
 - 2) Suffered by another Insured Person covered by the same insurance agreement;
 - 3) Resulting from misconduct in performance of professional tasks,
 - 4) Resulting from violation of personality or intellectual property rights,
 - 5) Consisting of payment of any penalties, court or administrative fines, contractual obligations (including advance payments and compensations due to termination of agreement) and public law liabilities;
 - 6) Consisting of destruction, damaging or loss of items of monetary value or loss of such items, securities, documents, data storage media, plans, jewelry, noble metals, collections, works of art, as well as debit and credit cards issued by banks;
 - 7) Consisting of pure financial losses, that is, losses not constituting damage to person or property;
 - 8) In movable assets used by the Insured Party on the basis of lease, sublease, rental, lending for use, usufruct agreements or other civil law agreements;
 - 9) Resulting from ownership, driving or using any motor vehicles, aircraft and vessels, working and agricultural machines.
6. Excluded from insurance agreement are also damages resulting from:
 - 1) Practicing amateur winter and water sports, unless an additional premium has been paid,
 - 2) Practicing competitive sports or high risk sports.
7. Gothaer TU S.A. shall not be liable for damages subject to mandatory insurance – also if the Insured Party has failed to comply with the insurance obligation.

§ 2. How much is the guarantee amount?

1. The guarantee amount is determined with the Insured Party upon conclusion of the insurance agreement.
2. The guarantee amount for civil liability in private life is the upper limit of liability of Gothaer TU S.A., and the amount is indicated in the insurance document.
3. The guarantee amount, referred to in item 1, applies to one and all insurance events and it is reduced by each compensation or benefit amount, paid to the Claimant.