GENERAL TERMS AND CONDITIONS OF GROUP ACCIDENT INSURANCE

Article I

General Provisions

These General Terms and Conditions of Accident Insurance, hereinafter referred to as the "GTC", shall apply to insurance contracts entered into by and between Generali Towarzystwo Ubezpieczeń S.A. [Insurance Company], hereinafter referred to as the "Company", and Policyholders.

Article II

Definitions

In these GTC, the application for insurance and the Policy and also in other letters and documents related to the insurance contract, the following terms are defined as follows:

1. **Acts of terror** – illegal violent actions perpetrated by individuals or groups, organised for ideological, religious, economic or social reasons, directed against persons or facilities in order to cause chaos, intimidate the population and disrupt public life or disrupt the operation of public transport, service or production facilities;
2. **Generali Assistance Centre (GAC)** – a representative of the Company providing 24-hour assistance 365 days a year within the framework of Group Accident Insurance, to whom the Insured shall report the occurrence of any events covered by insurance;
3. **Temporary incapacity for work** – the Insured's temporary incapacity to perform work pursuant to a contract of employment or a civil law contract, to provide professional services or to engage in business activity, arising as a result of an accident;
4. **Child** – the Insured's own or adopted child under 18 years of age;
5. **Hospitalisation** – a stay in hospital for treatment purposes;
6. **Disability** – only the cases listed in Article XII, para. 3, causing physical impairment consisting of permanent bodily injury or disturbance of health that causes an impairment of body function considered unlikely to improve;
7. **Medical expenses** – expenses that are necessary from the medical point of view and have been incurred by the Insured in connection with treatment carried out upon the order and under the supervision of a physician whose purpose is for the Insured to achieve the optimum function of a damaged organ or organs whose function has been lost as a result of an accident;
8. **Rehabilitation expenses** – expenses that are necessary from the medical point of view and have been incurred by the Insured in connection with rehabilitation that is an integral part of treatment of accident consequences carried out upon the order and under the supervision of a physician whose purpose is for the Insured to achieve the optimum function of a damaged organ or organs whose function has been lost as a result of an accident;
9. **Funeral expenses** – expenses incurred in the territory of the Republic of Poland in connection with the burial or cremation of the Insured's body;
10. **Generali Assistance Centre physician** – a physician collaborating with the GAC;
11. **Accident** – a sudden and violent fortuitous event, resulting from an external cause and independent of the Insured's will, which occurs during the term of the Insured's insurance cover. A stroke, myocardial infarction and other diseases, even occurring suddenly, shall not be considered accidents. If insurance coverage is extended to include a myocardial infarction or stroke, these shall be deemed to constitute an accident;
12. **Frostbite** – a disease process involving local and systemic changes as a result of the effect of thermal (low temperature) or chemical agents on the human body;
13. **Limited scope of insurance** – the limitation of the Company's liability to the events referred to in the contract that occur during work, on the way to and from work or during the performance of other activities set forth in the insurance contract;
14. **ICU** – an intensive care unit, which is a separate hospital ward run by physicians who specialise in intensive care and anaesthesiology, provides 24-hour specialised medical and nursing care, is equipped with specialist equipment, enables the monitoring and support of vital functions 24 hours a day, and is used for the treatment of patients with life-threatening conditions. The term "ICU" shall not include separate high dependency units within other specialist wards;
15. **Insurance period** – the period specified by the insurance period start and end dates set forth in the Policy;

16. **Burn** – a disease process involving local and systemic changes as a result of the effect of thermal, chemical or electrical agents on the human body;
17. **Medical opinion** – a diagnosis in writing made by a physician designated by the Company and issued without examining the Insured on the basis of the available medical records and insurance records relating to the insured event;
18. **Medical report** – a diagnosis in writing made by a physician designated by the Company and issued after examining the Insured and analysing the medical records and insurance records relating to the insured event;
19. **Dependent person** – a person residing in the Insured's household at the time of occurrence of the event, who requires constant care, is not independent and is unable to meet his or her basic life needs due to his or her poor health, i.e. disability certified by a competent authority, old age or birth defects;
20. **Designated caregiver** – a person resident in the territory of the Republic of Poland and designated by the Insured to care for a child, for a dependent person or for pets at the time when an event is reported to the GAC. The designation of a person to care for a child or a dependent person shall be tantamount to authorising that person to care for the aforementioned persons or pets;
21. **Cumbersome treatment** – the Insured's treatment that is necessary as consequence of an accident, as a result of which the Insured is continuously hospitalised for at least 5 days. The registration date shall be considered the first day of the Insured's stay in hospital, and the date of discharge shall be considered the last day;
22. **Assistance services** – the provision of information services and medical assistance referred to in Article XII, para. 26, arranged by the GAC in the territory of the Republic of Poland in connection with an accident;
23. **Full scope of insurance** – the Company's liability for the events referred to in the contract that occur at any time of day, including without limitation during professional work, on the way to and from work, and in private life anywhere in the world;
24 **Stay in hospital** – the Insured's stay in hospital as a result of an accident, lasting continuously for at least 3 days, whose purpose is to maintain, restore or improve the Insured's health. The registration date shall be considered the first day of the Insured's stay in hospital, and the date of discharge shall be considered the last day. If the Insured dies during his or her stay in hospital, the stay in hospital shall be counted until the Insured's death; in the case of the events set forth in Article XII, para. 17, only the expenses related to a stay in hospital in the territory of the Republic of Poland shall be covered;
25. **Policy** – a document that confirms the conclusion of the insurance contract and includes its detailed provisions;
26. **Paralysis** – a complete and permanent loss of organ function;
27. **Serious injuries** – only the cases listed in Article XII, para. 4, causing physical impairment consisting of permanent bodily injury or disturbance of health that causes an impairment of body function considered unlikely to improve;
28. **Orthopaedic devices and aids** – the types of orthopaedic devices and aids listed in Annex 2 to these GTC;
29. **Convalescence** – a continuous period of up to 30 days during which the Insured returns to health immediately following a stay in hospital as a result of an accident, confirmed by a sick leave certificate. The convalescence period shall not include the period of sick leave related to the stay in hospital;
30. **Alcohol intoxication** – a condition where the blood alcohol content exceeds 0.05% or results in a concentration exceeding this value, or where the alcohol content in 1 cubic decimetre of exhaled air exceeds 0.25 mg or results in a concentration exceeding this value;
31. **Being under the influence of alcohol** – a condition where the body alcohol content amounts to, or results in a blood alcohol concentration from 0.02% to 0.05%, or an alcohol content from 0.1 to 0.25 mg in 1 cubic decimetre of exhaled air;
32. **Hospital** – a health care establishment operating pursuant to the Polish law or, in the event of an accident outside the territory of the Republic of Poland, an establishment corresponding to the definition of a hospital pursuant to the laws of the state in question whose purpose is 24-hour care and treatment of patients, performing diagnostics, performing surgical procedures under stationary conditions in rooms specially adapted for these purposes, with the requisite infrastructure and 24-hour presence of professional, qualified nursing staff and at least one physician, providing permanent hospital places for patients and maintaining daily patient medical records. For the purposes of these GTC, nursing homes, hospices, sanatoria and spas, rehabilitation centres or holiday resorts, residential medical care facilities, addiction treatment centres and spa hospitals shall not be considered hospitals;
33. **Means of transport** – a motor vehicle whose design allows it to be driven at a speed exceeding 25 kph as well as a bicycle, rail vehicle, a vessel understood as a motorised floating device, including a ferry, hydrofoil and hovercraft, and aircraft understood as a device capable of floating in the atmosphere by

gaining support from the air, excluding air reflected from the ground, with the exception of balloons, airships, gliders, motor gliders, ornithopters and personal parachutes. The terms “vehicle”, “bicycle”, “road” and “driver” shall be construed in accordance with their meanings in applicable traffic laws. The definition of means of transport shall not include quads;

34. **Permanent incapacity for work** – the Insured’s complete and permanent incapacity to perform any work pursuant to a contract of employment or a civil law contract, to provide professional services or to engage in business activity, arising as a result of an accident;
35. **Permanent health detriment** – permanent damage to an organ or system consisting of the physical loss of this organ or system or the impairment of its functions, which is considered unlikely to improve. This shall only include the cases listed in the Health Detriment Table enclosed as Annex 1 to these GTC;
36. **Policyholder** – a natural person, legal person or unincorporated organisational unit that concludes an insurance contract and is obliged to pay premiums;
37. **Insured** – a natural person for whose benefit an insurance contract has been concluded;
38. **Insurer** – Generali Towarzystwo Ubezpieczeń S.A., hereinafter referred to as the “Company”;
39. **Stroke** – sudden focal brain damage caused by infarction of brain tissue, bleeding from intracranial vessels or embolism from extracranial sources, causing the occurrence of all of the following conditions:
    1) partial or total permanent loss of sensory or motor functions, or loss of speech;
    2) neurological deficits being present for more than 24 hours;

The diagnosis must be confirmed by the presence of new lesions characteristic of stroke in a computer tomography or magnetic resonance image.

The existence of permanent neurological deficits must be confirmed by a specialist in neurology at least 90 days after the date of the event. This term shall not cover:

a) episodes of transient ischaemic attack (TIA);
b) events that only result in personality changes or memory impairment;
c) cerebral symptoms caused by migraine;
d) brain damage caused by external trauma or hypoxia;
e) vascular diseases of the eye and of the vestibular nerve;

40. **Beneficiary** – a person indicated by the Insured as eligible to receive the benefit upon his or her death;
41. **Ankylosis** – complete loss of joint mobility;
42. **Loss** – complete anatomical loss of an organ;
43. **Engaging in competitive sports** – engaging in non-professional sports within sections, associations, schools, football academies or sports clubs including the participation in competitions or training for competitions;
44. **Traffic accident** – an accident in which the Insured was involved as a pedestrian or a driver or a passenger of means of transport, where the accident in question was related to road, water or air traffic, including rail vehicle traffic;
45. **Myocardial infarction** – necrosis of part of the heart muscle caused by ischaemia. The diagnosis must be based on a finding of an increase or decrease in cardiac biomarker levels (troponin I, troponin T, or CK-MB) in the blood with at least one value in excess of the 99th percentile upper reference limit for the laboratory method in question, with at least one of the clinical markers of myocardial ischaemia coexisting:
    1) clinical symptoms of cardiac ischaemia;
    2) ECG changes indicative of fresh myocardial infarction (new or presumably new significant ST-segment changes – T-wave (ST-T) changes, pathological Q waves or new left bundle branch block);
    3) new loss of viable myocardium or new segmental wall motion abnormalities shown in imaging studies;
    4) the presence of a thrombus in the coronary artery identified in angiography or autopsy.
46. **Engaging in professional sports** – the practicing of sports disciplines by persons who are members of clubs participating in professional national or international competitions organised by the sports association for the discipline in question or by persons who practice individual sports and participate in professional national or international competitions organised by the sports association for the discipline in question or the practicing of sports disciplines by persons who are entitled, under a contract of employment or a civil law contract, to receive remuneration in any form in connection with sporting activities, including a grant or reimbursement of the expenses related to sporting activities in the form of *per diem* allowances, benefits, etc., irrespective of whether the sport is practiced individually or within the framework of team games;
47. **Fracture** – a break of continuity of bone tissue involving its entire cross-section; for the purposes of these GTC, fractures shall also include subperiosteal fractures (i.e. greenstick fractures);

48. **Pets** – animals that traditionally live together with humans in their living quarters and are kept as companions and that have current vaccination certificates, with the exception of animals that may pose a threat to the life or health of third parties, e.g. dogs deemed aggressive pursuant to the Regulation of the Minister of Internal Affairs and Administration from time to time in force.

Article III

Subject and Scope of Insurance

1. The subject of insurance shall be the Insured's life and health.
2. The Company shall be liable, in accordance with the Policyholder's application, and following acceptance by the Company, for the following insured events within the basic scope:
    1) the Insured's death as a result of an accident;
    2) the Insured's disability as a result of an accident or the Insured's serious injuries as a result of an accident or permanent detriment to the Insured's health as a result of an accident or permanent detriment to the Insured's health as a result of an accident (progressive benefits system) or permanent detriment to the Insured's health as a result of an accident (mixed benefits system);
    3) the repair, rental or purchase of orthopaedic devices and aids – accident consequences;
    4) the costs of retraining the Insured – accident consequences.
3. The Company may be liable, in accordance with the Policyholder's application, and following acceptance by the Company, for the following insured events within the extended scope:
    1) the Insured's death as a result of a traffic accident;
    2) an injury that does not cause permanent detriment to the Insured's health;
    3) a fracture suffered by the Insured;
    4) burns or frostbite suffered by the Insured;
    5) the Insured's stay in hospital as a result of an accident (up to 180 days);
    6) the Insured's stay in hospital as a result of an accident (up to 364 days);
    7) The Insured's permanent incapacity for gainful employment as a result of an accident;
    8) The Insured's temporary incapacity for gainful employment as a result of an accident;
    9) the Insured's cumbersome treatment – accident consequences;
    10) the Insured's medical expenses – accident consequences;
    11) the expenses related to the Insured's plastic surgery – accident consequences;
    12) the Insured's rehabilitation expenses – accident consequences;
    13) the expenses related to the dental restoration necessary as a result of an accident;
    14) a one-time benefit arising from permanent health detriment – accident consequences;
    15) funeral expenses where the Insured's death was caused by an accident;
    16) a lump-sum benefit related to the Insured's funeral expenses;
    17) the Insured's convalescence after leaving hospital – accident consequences;
    18) assistance – accident consequences.
4. It shall be possible to extend insurance coverage under the insurance contract to include the effects of a myocardial infarction or stroke. Where the insurance contract with respect to the risk of death as a result of an accident is extended to include the effects of a myocardial infarction or stroke, insurance coverage shall be extended to include the repair or purchase of orthopaedic devices and aids and the costs of retraining the Insured extended by the effects of a myocardial infarction or stroke.
5. The Company shall provide insurance coverage with respect to insured events arising anywhere in the world, except for the services referred to in Article XII, para. 26.
6. For an additional premium, insurance coverage may also be extended to events caused by the Insured's inactive involvement in acts of terror that is beyond the Insured's control.
7. For an additional premium, insurance coverage may also be extended to events caused by the Insured engaging in competitive sports.

Article IV

Insurance Contract Conclusion

1. The contract shall be concluded on the basis of the Policyholder's application.
2. The Company reserves the right to refuse to conclude the contract after the examination of the Policyholder's application.
3. The insurance contract shall be concluded as at the date indicated in the Policy as the start of the insurance period.
4. Unless otherwise agreed, the insurance contract shall be concluded for a term of 12 months.
5. The insurance contract may be concluded in the full scope or in a limited scope.

6. The insurance contract may be concluded for unnamed or named insureds.
7. At the Policyholder's request and with the consent of the Company, subgroups may be established among the Insureds, which are diversified in terms of insurance coverage, sums insured and premiums, applying subgroup division criteria approved by the Company.
8. An Insured may only be covered by insurance within one subgroup at any single time.
9. If it is requested that the insurance contract be concluded for named insureds, the Policyholder shall enclose the list of names of the persons to be insured with the application for insurance.
10. It shall only be possible to conclude an insurance contract for unnamed insureds if all persons belonging to the group specified in the insurance contract are covered by insurance.
11. During the term of the insurance contract, newly employed persons or persons not yet covered by insurance may accede to it, provided that the nature of their work is the same as in the case of the persons already covered by insurance. Persons whose work is of a different nature may only be covered after the scope of insurance, sums insured and premiums have been agreed in writing with Generali.
12. An insurance contract covering the consequences of a myocardial infarction or stroke may only be concluded for the benefit of persons who are under 65 years of age on the date on which the insurance period begins.
13. An insurance contract that includes a lump-sum benefit for funeral expenses may only be concluded for the benefit of persons who are under 65 years of age on the date on which the insurance period begins.

Article V
Insurance Contract Termination

1. The insurance contract shall be terminated in the following cases:
   1) where the Policyholder rescinds the insurance contract within 30 days of its conclusion, and if the Policyholder is an entrepreneur – within 7 days of its conclusion, with the proviso that if the Company did not inform a Policyholder who is a consumer of his or her right of rescind the contract at the time of contract conclusion at the latest, the 30-day period shall run from the date on which the Policyholder who is a consumer learned about this right – on the date on which the Company receives the notice of rescission;
   2) where the Policyholder terminates the insurance contract – after the expiry of one month's notice effective at the end of the calendar month, starting on the date on which the Company receives the notice of termination;
   3) where the Policyholder terminates the insurance agreement as a result of non-payment of premium or an instalment thereof despite a demand for payment – on the date on which the period set forth in the Company's demand for payment expires;
   4) upon the expiry of the insurance period indicated in the Policy – on the end date of the insurance period.
2. The termination or rescission of the insurance contract shall not relieve the Policyholder from the obligation to pay the premium due for the period during which the Company provided insurance coverage.
3. In the event of termination or rescission of the insurance contract, the Company shall refund the premium in proportion to the unused insurance period.
4. The Insured may withdraw from the insurance contract at any time with effect as at the date of receipt of the Insured's representation to this effect by the Company.

Article VI
Policyholder's and Insured's Obligations

1. The Policyholder and the Insured shall provide answers according to their best knowledge to all the questions included in the application for insurance and to all questions put to them in writing by the Company prior to the conclusion of the insurance contract.
2. If the Policyholder/Insured provide answers not in accordance with their best knowledge, the Company shall be exempted from liability for the consequences of circumstances that were not brought to its notice in breach of para. 1. If the above is caused by wilful misconduct, in case of doubt it shall be assumed that the insured event and its consequences are the result of circumstances not brought to the Company's notice.
3. During the term of the insurance contract, the Policyholder or the Insured shall promptly notify the Company in writing of any changes to the details provided in the application for insurance.
4. If the insurance contract has been concluded for unnamed insureds, the Policyholder shall provide information of any changes in the size of the insured group within the time limits set forth in Article VIII, para. 2.

5. If the insurance contract has been concluded for named insureds, the Policyholder shall, by the date on which the change is to be introduced at the latest, provide information to the Company of any changes in the size of the insured group, and shall provide to the Company:
   1) a list of persons acceding to the contract and their professions; and
   2) a list of persons withdrawing from the contract.
6. If during the term of the insurance contract the size of the group changes compared to the number of people to be covered by the insurance contract at its conclusion, the amount of premium outstanding shall be changed accordingly. The provisions of Article VII shall apply *mutatis mutandis*.
7. In the case of insurance for participants of trips, camps, package holidays, training courses, stays in a sanatorium or other forms of leisure, the Policyholder shall submit to the Company the list/the number of persons covered within the time limits set forth in Article VIII, para. 2, indicating the duration of the trip, camp, package holiday, training course, stay in the sanatorium or another form of leisure.
8. During the term of the insurance contract the Policyholder or the Insured shall promptly notify the Company about any changes of the Insureds' occupations.
9. In the event of an accident, the Insured shall:
   1) seek to minimise the consequences of the accident by promptly seeking medical attention and following the physician's recommendations;
   2) promptly, but no later than within 14 days, notify the Company of the occurrence of the accident, and if this time limit cannot be observed – within 7 days from the date on which the cause preventing notification in due time ceases.
10. In the event of failure by the Policyholder or by the Insured to meet any of the obligations listed under paras. 3–9, if this affected the determination of the cause or extent of the damage, the Company may refuse to pay the benefit in whole or in part depending on the impact such conduct had on the determination of the cause or extent of the damage.
11. Where circumstances come to light that result in a significant change in the probability of an accident, each of the parties may demand an appropriate change in the amount of premium as of the occurrence of such circumstances but no earlier than as of the beginning of the current insurance period. Where such a demand is made, the other party may within 14 days terminate the contract with immediate effect.
12. Where the insurance contract is concluded for the account of a third party, the Policyholder shall deliver to the Insured the GTC and the Index before he or she accedes to the insurance contract. The Policyholder shall be exempt from this obligation if the Insured consents to Generali delivering to him or to her these documents electronically or on another durable medium, and indicates an e-mail address. However, such consent can only be granted if after receiving the documents the Insured has the ability to store and retrieve them in unaltered form during a period appropriate to the purposes served by these documents.
13. Where the Insureds consent to financing the cost of the insurance premium, the Policyholder shall deliver to the Insureds the terms and conditions of the contract and the Index before such consent is granted.

Article VII

Premium

1. The premium shall be calculated on the basis of the premium rate table in force as at the date of the application for insurance, taking into account the sums insured for individual insured events, insurance scope, the period of coverage granted, the benefits system with respect to permanent health detriment, the Insureds' occupations and the number of the Insured.
2. The amount of premium may also be determined by individual negotiations between the Policyholder and the Company.
3. The premium may be paid one a one-time basis or in monthly, quarterly or semi-annual instalments. Payment dates, the amount of premium and premium instalment payment dates and amounts are set forth in the Policy.
4. The Policyholder shall pay the premium or its instalment within the time limits set forth in the Policy.
5. The premium may be paid by bank transfer, postal order or in cash. Where the premium is paid by bank transfer or postal order, the moment when the payment order is submitted to a bank or post office, specifying the Company's correct account, shall be deemed to constitute payment provided that the balance of the Policyholder's account is sufficient; otherwise, the payment date shall be deemed to be the date on which the premium is credited to the Company's correct account and can be disposed of by the Company.
6. If the premium or an instalment thereof is not paid on time, the Company may demand that the Policyholder pay the instalment due and payable and a failure to pay within 7 days of receiving the demand for payment shall extinguish the liability and result in the termination of the insurance contract.

7. The Company reserves the right to set the minimum allowable amount of a single insurance premium and the minimum amount of premium instalments.
8. Premium settlement shall be conducted at the end of the insurance period. At the Policyholder's request, premium settlement may be conducted at other dates.
9. Premium settlement shall be based on the actual number of Insureds during the term of the contract, on the basis of the written list of persons acceding to and/or withdrawing from the insurance contract submitted by the Policyholder.
10. In the case of insurance based on person-days, premium settlement shall be based on the actual number of Insureds during the insurance period and the number of days during which they were covered by insurance.
11. In the event of premium overpayment, the Company shall credit the overpaid premium towards the next premium.
12. In the event of premium overpayment at the end of the insurance period where the contract is not renewed for a subsequent period, the Company shall return the overpaid amount to the Policyholder within 30 days of the end of the insurance period.
13. In the event of premium underpayment, the Company shall demand that the rest of the premium be paid.

Article VIII

Start and End of the Company's Liability

1. The Company's liability shall start on the date indicated in the Policy as the start of the insurance period provided that the premium or its first instalment for all Insureds is paid within the time limit indicated in the insurance contract confirmed by the Policy, subject to para. 2, point 2. Where the premium is paid after the time limit set forth in the Policy as well as where only part of the premium is paid within this time limit, the Company's liability shall start on the day following the date of payment of the premium in full.
2. With respect to Insureds who accede to the insurance contract during its term, the Company's liability shall start:
    1) if the insurance contract is concluded for named insureds – as of the date indicated by the Policyholder in the application, but no earlier than on the day following the receipt by the Company of information about the newly acceding person, subject to para. 1;
    2) if the insurance contract is concluded for unnamed insureds – as of the first day of employment of the person in question, subject to the payment of premiums within the time limits set forth in the insurance contract; after the end of insurance period, the Policyholder shall notify the Company of the actual number of insureds during the insurance period;
    3) if the insurance contract is concluded for named participants of trips, camps, package holidays, training courses, stays in a sanatorium or other forms of leisure – on the date on which the participant in question leaves home in order to travel, but no earlier than on the day following the receipt by the Company of information about the newly acceding person, subject to para. 1;
    4) if the insurance contract is concluded for unnamed participants of trips, camps, package holidays, training courses, stays in a sanatorium or other forms of leisure – on the date on which the participant in question leaves home in order to travel on the first day of his or her participation in the form of leisure/training in question, provided that the Company received information from the Policyholder about the newly acceding person by the last day of the leisure/training period.
3. Insurance cover with respect to individual Insureds shall expire in the following cases:
    1) the termination of the insurance contract – on the date of termination;
    2) the expiry of the insurance period – on the date on which the insurance period ends;
    3) the Insured's death – on the date of the Insured's death;
    4) premium payments being discontinued – upon the expiry of the time limit indicated in the demand for payment if the premium is not paid before its expiry;
    5) the termination of the relationship between the Insured and the Policyholder that became the basis for the insurance coverage extended to the Insured;
    6) the Insured withdrawing from the insurance contract – on the date on which the withdrawal is notified;
    7) the return home of a participant of a trip, camp, package holiday, training, stay in a sanatorium or another form of leisure – at the time of his or her return, but no later than at 24:00 on the last day of the insurance period indicated in the Policy;
    8) the rescission of the insurance contract by the Policyholder – on the date of receipt by Generali of the Policyholder's representation to that effect.

Article IX

Limitation of Liability

1. The Company's liability shall exclude insured events, accidents, myocardial infarctions, strokes and their consequences that arise:
   1) as a result of the Insured being under the influence of alcohol or intoxicated and as a result of consuming narcotic or psychotropic drugs not prescribed by a physician;
   2) in connection with the Insured attempting to commit or committing a crime;
   3) as a result of the Insured committing or attempting to commit suicide or intentionally injuring herself or himself;
   4) at the time when the Insured was driving a vehicle without the required license if this affected the occurrence of the accident, myocardial infarction or stroke;
   5) as a result of bodily injury caused by treatment and therapeutic procedures, regardless of by whom these were performed unless the treatment concerned accident consequences;
   6) as a result of an air accident that occurred when the Insured was on board of a plane other than a plane operated by an air carrier within the meaning of applicable aviation law provisions except when the Insured belonged to the medical staff attending a patient during transport or when the Insured was transported as a patient to or from a medical facility responsible for his or her treatment;
   7) as a result of war, hostilities or martial law, an act of terror, the Insured's active and voluntary participation in acts of violence, riots, unrest;
   8) as a result of the Insured engaging in competitive or professional sports, unless otherwise agreed;
   9) as a result of the Insured's participation in competitions involving motor vehicles, horses, boats equipped with a motor or jet skis, with competitions being construed as organised sporting events that are held by bodies authorised by law and whose purpose is to win a reward or achieve a sporting result;
   10) as a result of the Insured engaging on a recreational basis in air sports, i.e. gliding, ballooning, parachuting, hang gliding, paragliding, trike flying and all kinds of variations thereof, mountaineering, caving, rock climbing, rafting and other water sports involving mountain rivers, diving with special equipment, kite surfing, skiing or snowboarding outside marked slopes, bungee jumping;
   11) as a result of a nuclear reaction, nuclear radiation or radioactive contamination.
2. If the insurance contract is concluded for a period shorter than 12 months in the case of insurance for competition participants, with competitions being construed as organised sporting events whose purpose is to win a reward or achieve a sporting result, and in the case of persons who engage in skiing or snowboarding, the Company's liability shall exclude accidents, myocardial infarctions, strokes and their consequences arising as a result of engaging in recreational sports unless the contract provides otherwise.
3. The Company's liability shall exclude accidents and their consequences that arise as a result of any disease, even those that occur suddenly, including without limitation as a result of a myocardial infarction or stroke. This exclusion shall not apply to insured events that were extended to include myocardial infarctions and strokes as well as lump-sum benefits for the Insured's funeral expenses.
4. Where an insurance contract is concluded, the scope of which includes the effects of a myocardial infarction or stroke, the Company shall be exempt from the obligation to pay benefits for an event arising as a result of a myocardial infarction or stroke if the Insured's myocardial infarction or stroke occurred prior to the start of the insurance coverage period under the insurance contract.

Article X

Payment of Benefit

1. The condition for the payment of benefit shall be the provision to the Company of all documents and other evidence required in order to establish the legitimacy of the claim, including the existence of a causal link between the accident/myocardial infarction or stroke and the insured event covered by the Company's liability and in order to determine the amount of benefit, including without limitation:
   a) a document confirming the identity of the Insured or of his or her legal guardian;
   b) a description of the accident;
   c) an instruction concerning the payment of benefit – bank account number;
   d) medical records concerning the entire treatment and rehabilitation process; i.e. a discharge summary report from an emergency room, admission room, emergency care establishment, a discharge summary report from a trauma outpatient department or another medical document;

e) medical records concerning the treatment of the effects of injuries sustained as a result of the accident (hospital record, medical history concerning outpatient treatment and rehabilitation, medical history from a specialist's office, reports concerning the tests conducted);
f) a police report from the scene of the event if such a report was drawn up; a decision of the Public Prosecutor's Office/Court;
g) a health and safety protocol (in the case of an accident at work);
h) original invoices and bills made out to named recipients for the expenses incurred during the treatment together with a medical certificate justifying these expenses;
i) a death certificate (in the event of the Insured's death);
j) a statistical certificate for the death report (in the event of the Insured's death);
k) a document confirming the Beneficiary's identity (in the event of the Insured's death);
l) a certificate issued by the Policyholder confirming that the person who was involved in the accident at the time of the occurrence of the insured event was the Policyholder's employee/a participant of a trip, training course, etc. (in the case of insurance contracts concluded for unnamed insureds);
m) other documents required to fairly determine the Company's obligations.

2. In the event of the Insured's death as a result of a myocardial infarction or stroke, the myocardial infarction or stroke shall be confirmed, without limitation, by an autopsy.
3. In order to confirm the Insured's health condition, the Company may require that the Insured undergo diagnostic tests and medical examinations, which shall be performed by a physician indicated by the Company and at the Company's expense.
4. The amount of benefits shall be determined by the Company on the basis of the Insured's medical documentation and the medical opinion issued by the physician indicated by the Company, and in justified cases on the basis of a medical report. In the case of reimbursement of expenses, the amount of benefit shall be determined on the basis of original bills or invoices made out personally to the Insured or to the person who actually incurred those expenses, subject to an endorsement on the bill or invoice stating that the expenses incurred concern the Insured. The Company shall have the right to verify the documentation submitted and consult specialists.
5. The Company shall pay the benefit within 30 days from the date of submitting the claim for payment at the latest.
6. If it is not possible to clarify within the above period the circumstances required to determine the Company's liability or the amount of the benefit due, the Company shall pay the benefit within 14 days of the date on which, having exercised due care, it is possible to clarify the circumstances.
7. In the case of an insured event occurring outside the Republic of Poland, documentary evidence shall be translated into Polish by a sworn translator at the expense of the Insured or of the person who claims the benefit arising from the Insured's death. The translation shall not be necessary in the case of documents in English.
8. Benefits shall be paid to a bank account, in Polish zlotys and in the territory of the Republic of Poland.
9. Subject to para. 10, the Company's liability arising from the occurrence of any of the insured events set forth in the Policy shall be limited to the payment of benefits in the total amount not higher than the sum insured indicated in the Policy in respect of the occurrence of this event.
10. Where the Policyholder has selected the progressive system with respect to the payment of benefits arising from health detriment, the Company's liability in the case of an insured event (health detriment as a result of an accident or a myocardial infarction/stroke) shall be limited to the multiple of the sum insured indicated in the Policy arising from the progression pattern applied.

Article XI

Persons Entitled to Benefits

1. The Beneficiary shall be entitled to the benefit arising from the Insured's death. The Insured shall be entitled to the benefit arising from other insured events covered by insurance under the insurance contract.
2. The Insured shall have the right to indicate Beneficiaries and shall have the right to change them at any time. A request to change the Beneficiary shall be effective if it is received by the Company prior to the date of the Insured's death.
3. The Insured shall have the right to indicate several Beneficiaries, including the indication of their percentage shares of the benefit.
4. Where several Beneficiaries have been indicated, if any of them dies or loses their right to the benefit, then his or her share of the benefit shall be divided between the remaining Beneficiaries in proportion to their shares of the benefit.

5. If the Insured has not indicated a Beneficiary or the Beneficiary is dead, the Insured's heirs shall be entitled to the benefit in the order set forth in provisions on statutory inheritance, i.e.:
   1) the spouse – in full, and in the absence of a spouse;
   2) children – in equal parts, and in the absence of children;
   3) parents – in equal parts, and in the absence of parents;
   4) the Insured's other statutory heirs – in equal parts, and if they are absent, the testamentary heirs appointed by the Insured, subject to para. 4.
6. A person who has intentionally contributed to the Insured's death shall not be entitled to the benefit. In this case, the benefit shall be paid in accordance with the provisions of para. 5.

Article XII

Insured Events

1. The Insured's death as a result of an accident

1. In the event of the Insured's death as a result of an accident, where the Insured dies within 24 months from the date of the occurrence of the accident, the Company shall pay the amount of the sum insured indicated in the insurance contract in respect of death as a result of an accident.
2. Where the insurance contract with respect to the risk of death as a result of an accident is extended to include the consequences of a myocardial infarction or stroke, where the Insured dies within 24 months from the date of the occurrence of the myocardial infarction or stroke, the Company shall pay the amount of the sum insured indicated in the insurance contract in respect of the Insured's death as a result of a myocardial infarction or stroke.

2. The Insured's death as a result of a traffic accident

In the event of the Insured's death as a result of a traffic accident, where the Insured dies within 24 months from the date of the occurrence of the accident, the Company shall pay the amount of the sum insured indicated in the insurance contract in respect of death as a result of a traffic accident. The benefit arising from the Insured's death as a result of a traffic accident is an additional benefit, which shall be payable independently of the payment of the benefit arising from the Insured's death as a result of an accident. The payment shall not be paid if the Company is required to pay the benefit arising from the Insured's death as a result of a myocardial infarction or stroke.

3. The Insured's disability as a result of an accident

1. In the case of the Insured's disability as a result of an accident, the Company shall pay the benefit to the Insured if the disability occurs before 12 months from the date of the occurrence of the accident.
2. The benefit arising from the Insured's disability shall be paid in the amount of 1% of the sum insured applicable on the date of the accident for each 1% of disability.
3. The following disability percentages shall be assigned to the disability cases listed below:

Type of disability	Percentage
Sensory organs	
Loss of sight in both eyes	100%
Loss of sight in one eye	35%
Loss of hearing in both ears	50%
Loss of hearing in one ear	15%
Upper limbs	
Paralysis of the entire upper limb	60%
Loss at the shoulder joint	70%
Loss above, or at the level of, the elbow joint	60%
Loss below the elbow joint	55%

Loss of one hand	50%
Loss of an entire thumb	20%
Loss of an entire index finger	10%
Loss of all fingers on one hand	40%
Lower limbs	
Paralysis of the entire lower limb	60%
Loss at the hip joint	70%
Loss above, or at the level of, the knee joint	60%
Loss below the knee joint	50%
Loss of an entire foot	40%
Loss of a foot excluding the heel	30%
Loss of a big toe	5%
Loss of all toes on one foot	15%
Quadriparesis	100%

4. In the event of a partial loss, ankylosis, paresis or paralysis of body parts that existed before the accident, the disability percentages listed in point 3 related to those parts of the body shall be reduced in accordance with the degree of disability existing before the accident.
5. The degree (percentage) of disability shall be determined after the completion of treatment and rehabilitation, and in the case of paralysis no earlier than 6 months after the event, but no later than 24 months from the date of the accident.

4. The Insured's serious injuries as a result of an accident

1. In the case of the Insured's serious injury as a result of an accident, the Company shall pay the benefit to the Insured if the serious injury occurs before 12 months from the date of the occurrence of the accident.
2. The benefit arising from the Insured's serious injury shall be paid in the amount of 1% of the sum insured applicable on the date of the accident for each 1% of serious injury.
3. The following serious injury percentages shall be assigned to the serious injury cases listed below:

Type of serious injury	Percentage
Sensory organs	
Loss of sight in both eyes	100%
Loss of sight in one eye	35%
Loss of hearing in both ears	50%
Loss of hearing in one ear	15%
Loss of speech (including loss of tongue and motor and sensory aphasia)	40%
Head	
Full-thickness loss of skull bone	
- in an area of 6 square cm	30%
- in an area from 3 to 6 cm square cm	20%
- in an area less than 3 square cm	10%
Upper limbs	
Paralysis of the entire upper limb	60%

Loss at the shoulder joint	70%
Shoulder joint ankylosis	35%
Loss above, or at the level of, the elbow joint	60%
Loss below the elbow joint	55%
Elbow ankylosis	30%
Loss of one hand	50%
Wrist ankylosis, favourable (in an intermediate position and forearm pronation)	20%
Wrist ankylosis, unfavourable (dorsiflexion or palmar flexion and forearm supination) przedramienia)	30%
Loss of an entire thumb	20%
Thumb ankylosis	15%
Loss of an entire index finger	10%
Loss of another entire finger	5%
Lower limbs	
Paralysis of the entire lower limb	60%
Loss at the hip joint	70%
Hip joint ankylosis	40%
Loss above, or at the level of, the knee joint	60%
Knee joint ankylosis	25%
Loss below the knee joint	50%
Tarsal joint ankylosis	15%
Loss of an entire foot	40%
Loss of a foot excluding the heel	30%
Shortening of the lower limb (does not apply to partial loss of limb) - at least 5 cm from 3 to 5 cm from 1 to 3 cm	 30% 20% 10%
Loss of an entire big toe	5%
Loss of another entire toe	2%
Tetraplegia	100%
Nerve palsy	
Complete axillary nerve palsy	20%
Complete median nerve palsy within the arm	30%
Complete radial nerve palsy in the shoulder area	40%
Complete radial nerve palsy in the forearm below the origin of the deep branch	10%
Complete ulnar nerve palsy	20%
Complete femoral nerve palsy	30%
Complete sciatic nerve palsy	40%

Chest	
Damage to the heart with an efficient circulatory system	15%
Damage to the heart leading to heart failure	40%
Damage to the lung and pleura	
- without respiratory failure	5%
- with permanent respiratory failure confirmed by spirometry and blood gas analysis.	25%
Loss of breast in females	25%
Loss of nipple in females	5%
Abdominal cavity	
Loss of spleen	10%
Loss of stomach (more than 60% of the organ)	20%
Loss of the small intestine or colon (more than 50% of the organ's length)	20%
Damage to the anal sphincter muscle causing permanent gas and stool incontinence	30%
Loss of liver (more than 50% of parenchyma)	20%
Urogenital organs	
Loss of an entire kidney	20%
Loss of a kidney with failure of the other kidney	60%
Damage to the bladder or urethra leading to urinary incontinence	20%
Loss of penis	40%
Loss of a testicle or ovary	20%
Loss of the uterus	
- in a person under 45 years of age	40%
- in a person over 45 years of age	20%

4. In the event of a partial loss, ankylosis, paresis or paralysis of body parts that existed before the accident, the serious injury percentages listed in para. 3 related to those parts of the body shall be reduced in accordance with the degree of serious injury existing before the accident.
5. The degree (percentage) of serious injury shall be determined after the completion of treatment and rehabilitation, and in the case of paralysis no earlier than 6 months after the event, but no later than 24 months from the date of the accident.

5. Permanent detriment to the Insured's health as a result of an accident

1. In the case of permanent detriment to the Insured's health as a result of an accident, the Company shall pay the benefit to the Insured if the health detriment occurs before 12 months from the date of the occurrence of the accident.
2. A benefit arising from permanent detriment to the Insured's health shall be paid in the amount of 1% of the sum insured applicable on the date of the accident for each 1% of health detriment.
3. Where the insurance contract with respect to permanent health detriment as a result of an accident is extended to include the consequences of a myocardial infarction or stroke, the Company shall pay the benefit to the Insured if the health detriment occurs before 12 months from the date of the occurrence of the myocardial infarction or stroke.
4. A benefit arising from permanent detriment to the Insured's health, extended to include the consequences of a myocardial infarction or stroke shall be paid in the amount of 1% of the sum insured applicable on the date of the myocardial infarction or stroke for each 1% of health detriment.

5. In the event of a partial loss, ankylosis, paresis or paralysis of body parts that existed before the accident or before the myocardial infarction or stroke had occurred, the health detriment percentages related to those parts of the body shall be reduced in accordance with the degree of health detriment existing before the accident or myocardial infarction or stroke.
6. The degree (percentage) of health detriment shall be determined after the completion of treatment and rehabilitation, and in the case of paralysis no earlier than 6 months after the event, but no later than 24 months from the date of the accident or myocardial infarction or stroke.
7. Health detriment percentages in individual cases are set forth in the Health Detriment Table enclosed as Annex 1 to these GTC.
8. The sums insured in respect of permanent detriment to the Insured's health as a result of an accident and in respect of permanent detriment to the Insured's health as a result of an accident extended to include the consequences of a myocardial infarction or stroke are indicated separately in the insurance contract confirmed by the Policy.

6. Permanent detriment to the Insured's health as a result of an accident – progressive benefits system

1. In the case of permanent detriment to the Insured's health as a result of an accident with the progressive benefits system, the Company shall pay the benefit to the Insured if the health detriment occurs before 12 months from the date of the occurrence of the accident.
2. A benefit arising from permanent detriment to the Insured's health as a result of an accident with the progressive benefits system shall be paid in the amount of 1% of the sum insured applicable on the date of the accident adjusted for the progression degree applicable for each 1% of permanent health detriment.
3. Where the insurance contract with respect to permanent health detriment as a result of an accident – progressive benefits system is extended to include the consequences of a myocardial infarction or stroke, the Company shall pay the benefit to the Insured if the health detriment occurs before 12 months from the date of the occurrence of the myocardial infarction or stroke.
4. A benefit arising from permanent detriment to the Insured's health extended to include the consequences of a myocardial infarction or stroke shall be paid in the amount of 1% of the sum insured applicable on the date of the myocardial infarction or stroke adjusted for the degree of progression applicable for each 1% of health detriment.
5. In the event of a partial loss, ankylosis, paresis or paralysis of body parts that existed before the accident or before the myocardial infarction or stroke had occurred, the health detriment percentages related to those parts of the body shall be reduced in accordance with the degree of health detriment existing before the accident or myocardial infarction or stroke.
6. The degree (percentage) of health detriment shall be determined after the completion of treatment and rehabilitation, and in the case of paralysis no earlier than 6 months after the event, but no later than 24 months from the date of the accident or myocardial infarction or stroke.
7. Health detriment percentages in individual cases are set forth in the Health Detriment Table enclosed as Annex 1 to these GTC.
8. Unless the insurance contract provides otherwise, the following progression pattern (increase in the sum insured depending on the degree of health detriment found) shall be applicable:

% of detriment found	Progression
1%–25%	1.0% of the sum insured for each 1% of detriment found
26%–45%	1.5% of the sum insured for each 1% of detriment found
46%–65%	2.0% of the sum insured for each 1% of detriment found
66%–85%	2.5% of the sum insured for each 1% of detriment found
86%–99%	3.0% of the sum insured for each 1% of detriment found
100%	5.0% of the sum insured for each 1% of detriment found

9. The sums insured in respect of permanent detriment to the Insured's health as a result of an accident – progressive benefits system and in respect of permanent detriment to the Insured's health as a result of an accident extended to include the consequences of a myocardial infarction or stroke – progressive benefits system are indicated separately in the insurance contract confirmed by the Policy.

7. Permanent detriment to the Insured's health as a result of an accident – mixed benefits system

1. In the case of permanent detriment to the Insured's health as a result of an accident, the Company shall pay the benefit to the Insured if the health detriment occurs before 12 months from the date of the occurrence of the accident.
2. A benefit arising from permanent detriment to the Insured's health in accordance with the mixed benefits system shall be paid in the amount of 1% of the sum insured applicable on the date of the accident for each 1% of health detriment.
3. Health detriment percentages in individual cases are set forth in the Disability Table referred to in para. 3, point 3. In the event of permanent detriment to the Insured's health as a result of an accident that is not included in the Disability Table, permanent health detriment shall be determined on the basis of the Health Detriment Table constituting Annex 1 to the GTC for the limit of the sum insured set forth in the insurance contract confirmed by the Policy.
4. In the event of a partial loss, ankylosis, paresis or paralysis of body parts that existed before the accident, the health detriment percentages related to those parts of the body shall be reduced in accordance with the degree of health detriment existing before the accident.
5. The degree (percentage) of health detriment shall be determined after the completion of treatment and rehabilitation, and in the case of paralysis no earlier than 6 months after the event, but no later than 24 months from the date of the accident.
6. The sums insured in respect of permanent detriment to the Insured's health as a result of an accident – mixed benefits system are indicated separately in the insurance contract confirmed by the Policy.

8. An injury that does not cause permanent detriment to the Insured's health

1) The Company shall pay the Insured 1% of the sum insured in the event of an injury that causes a fracture, dislocation or sprain and that does not cause permanent detriment to the Insured's health.
2) The Company shall pay the to the Insured benefits in connection with fractures, dislocations and sprains up to a total amount not exceeding 100% of the sum insured during the insurance period.
3. The Insured shall be entitled to the benefit if:
1) there is a causal link between the accident and the fracture, sprain or dislocation;
2) the injury required medical intervention at a medical facility and was combined with further treatment and required at least a single follow up visit to a physician, and in the case of limb injury the limb was immobilised on the physician's order (plaster, synthetic plaster, splints, support brace, cervical collar, plaster jacket, shoulder brace, plaster half-cast) for at least 7 days, or limb treatment lasted for more than 21 days.

9. A fracture suffered by the Insured

1. If as a result of an accident the Insured suffers injuries that include the fracture of one or more bones, the Company shall pay benefit in the amount equal to the product of the sum insured in respect of fracture set forth in the Policy and the percentage for a given type of fracture indicated in the Benefit Table below:

Type of fracture	Percentage
Head	
basal and/or calvarial skull fracture (not involving craniofacial fracture) for each bone	15%
craniofacial fracture, for every bone	5%
Chest	
sternal fracture	5%
fracture of at least three ribs	3%
Spine	
fracture of the vertebral body – for each vertebra or fracture of the processes – transverse, spinous, arches – for each process	20%
caudal vertebrae fracture – for each vertebra	15%

Pelvis		
fracture with pelvic ring disruption	50%	
fracture without pelvic ring disruption	20%	
Lower limb		
fracture of the hip or femur	50%	
fractures of the knee joint (fracture of the proximal tibial epiphysis or fracture of the distal femoral epiphysis)	50%	
fracture of one shin bone	20%	
fracture of both shin bones	30%	
fracture of the calcaneus or talus	15%	
tarsal fracture	10%	
metatarsal fracture	15%	
big toe fracture	2%	
fracture of toes II–V, for each toe	1%	
Upper limb	right	left
scapular fracture	20%	15%
clavicular fracture	20%	15%
scapular and clavicular fracture	35%	30%
humerus fracture	30%	25%
olecranon fracture	30%	25%
fracture of one forearm bone	20%	15%
fracture of both forearm bones	30%	25%
wrist fracture	20%	15%
metacarpal fracture	8%	5%
fracture of the thumb	15%	10%
fracture of finger II	10%	7%
fracture of fingers III–V, for each finger	5%	3%

2. If more than one type of fracture described in point 1 occurs as a result of a single accident, the insurance benefit shall comprise the sum of the amounts due for each type of fracture, but no more than the sum insured for fractures indicated in the Policy.
3. In the event of complications of bone fractures, such as inflammation, delayed union or pseudarthrosis, the benefit amount shall increase by 10%.
4. For damage to upper limbs of left-handed persons, the degree of permanent health detriment shall be determined according to the rules laid down in the Benefit Table, adopting the left hand percentages established for damage to the right hand, and adopting the right hand percentages established for damage to the left hand.

10. Burns or frostbite suffered by the Insured

If as a result of an accident the Insured suffered burns or frostbite of at least the second degree, the Company shall pay the insurance benefit in the amount equal to the product of the sum insured for burns or frostbite indicated in the Policy and the percentage for a given type of burn or frostbite indicated in the Benefit Table below:

Type of burn/frostbite	Percentage
burn/frostbite of the second degree, from 5% to 15% of body surface	15%
burn/frostbite of the third degree, up to 5% of body surface	15%
burn/frostbite of the second degree, from 16% to 30% of body surface	30%
burn/frostbite of the third degree, from 6% to 10% of body surface	30%
burn/frostbite of the second degree, more than 30% of body surface	70%
burn/frostbite of the third degree, more than 10% of body surface	70%
burn/frostbite of the fourth degree, more than 10% of body surface	100%
respiratory tract burns with breath disorders	100%
burns of the upper gastrointestinal tract leading to stenosis and nutrition impairment	100%

11. The Insured's stay in hospital as a result of an accident (up to 180 days)

1. In the case of the Insured's stay in hospital due to an accident, which stay began within 12 months of the occurrence of the accident, the Company shall pay benefit in the amount of:
   1) 1% of the sum insured for each of the first 14 days spent in hospital; and
   2) 0.5% of the sum insured for each subsequent day of stay.
2. In the event of the Insured's stay in hospital as a result of an accident, at an ICU, which began during the period of the Insured's insurance coverage, the Company shall pay a benefit, independently of the benefit referred to in point 1, amounting to 1% of sum insured for each day of stay at the ICU. This benefit shall be paid for a stay at the ICU not exceeding 5 days.
3. Where the insurance contract with respect to the Insured's stay in hospital as a result of an accident is extended to include the consequences of a myocardial infarction or stroke, which stay began within 12 months of the occurrence of the myocardial infarction or stroke, the Company shall pay the benefit in the amount of:
   1) 1% of the sum insured for each of the first 14 days spent in hospital; and
   2) 0.5% of the sum insured for each subsequent day of stay.
4. In the event of the Insured's stay in hospital as a result of a myocardial infarction or stroke, at an ICU, which began during the period of the Insured's insurance coverage, the Company shall pay a benefit, independently of the benefit referred to in point 3, amounting to 1% of sum insured for each day of stay at the ICU. This benefit shall be paid for a stay at the ICU not exceeding 5 days.
5. The total number of days of stay in hospital for which the Company will pay the benefit shall be:
   1) 180 days – for stays in hospital as a result of an accident;
   2) 180 days – for stays in hospital as a result of an accident extended to include a myocardial infarction or stroke.
6. If the Insured is a patient of more than one hospital in a single day, this day shall be taken into account only once when determining the amount of benefit.
7. If the duration of the Insured's stay in hospital is longer than 30 days, part of the benefit payable in connection with that period of stay in hospital may be paid out. This principle entitling the Insured to receive part of the benefit shall apply to each 30-day period of stay in hospital.
8. The amount of benefit shall be determined on the basis of the sum insured applicable on the date on which the accident occurs.
9. The sums insured in respect of the Insured's stay in hospital as a result of an accident and in respect of the Insured's stay in hospital as a result of an accident extended to include the consequences of a myocardial infarction or stroke are indicated separately in the insurance contract confirmed by the Policy.

12. The Insured's stay in hospital as a result of an accident (up to 364 days)

1. In the case of the Insured's stay in hospital as a result of an accident, which stay began within 12 months of the occurrence of the accident, the Company shall pay to the Insured a daily benefit for each day of stay in hospital.
2. Where the insurance contract with respect to the Insured's stay in hospital as a result of an accident is extended to include the consequences of a myocardial infarction or stroke, which stay began within 12

months of the occurrence of the myocardial infarction or stroke, the Company shall pay to the Insured a daily benefit for each day of stay in hospital.

3. The total number of days of stay in hospital for which the Company shall pay the benefit shall be:
    1) 364 days – for stays in hospital as a result of an accident;
    2) 364 days – for stays in hospital as a result of an accident extended to include a myocardial infarction or stroke.
4. The amount of the daily benefit shall be calculated as the quotient of the sum insured and 364 days. The amount of the benefit to which the Insured is entitled shall be calculated as the product of the daily benefit and the number of days for which the insured stayed in hospital.
5. If the Insured is a patient of more than one hospital in a single day, this day shall be taken into account only once when determining the amount of benefit.
6. If the duration of the Insured's stay in hospital is longer than 30 days, part of the benefit payable in connection with that period of stay in hospital may be paid out. This principle entitling the Insured to receive part of the benefit shall apply to each 30-day period of stay in hospital.
7. The sums insured in respect of the Insured's stay in hospital as a result of an accident and in respect of the Insured's stay in hospital as a result of an accident extended to include the consequences of a myocardial infarction or stroke are indicated separately in the insurance contract confirmed by the Policy.

13. The Insured's permanent incapacity for gainful employment as a result of an accident

1. In the event of the Insured's incapacity for gainful employment as a result of an accident, the Company shall pay a benefit amounting to the sum insured applicable on the date of the event resulting in the incapacity for gainful employment.
2. Where the insurance contract with respect to the Insured's permanent incapacity for gainful employment as a result of an accident is extended to include the consequences of a myocardial infarction or stroke, the Company shall pay a benefit amounting to the sum insured applicable on the date of the event resulting in the incapacity for gainful employment.
3. The right to the benefit shall be granted if the Insured is incapable of gainful employment for a continuous period of at least 12 months starting within 12 months from the date of the occurrence of the accident or myocardial infarction or stroke resulting in the Insured's permanent incapacity for gainful employment as a result of an accident or the Insured's permanent incapacity for gainful employment as a result of an accident extended to include the consequences of a myocardial infarction or stroke. The benefit shall be paid if incapacity for gainful employment exists as at the date on which the claim for the payment of benefits is made and according to medical knowledge it is unlikely that the Insured will regain the capacity for any gainful employment in the future.
4. The sums insured in respect of the Insured's permanent incapacity for gainful employment as a result of an accident and in respect of the Insured's permanent incapacity for gainful employment as a result of an accident extended to include the consequences of a myocardial infarction or stroke are indicated separately in the insurance contract confirmed by the Policy.

14. The Insured's temporary incapacity for gainful employment as a result of an accident

1. In the event of the Insured's temporary incapacity for gainful employment as a result of an accident, which started within 90 days of the date of the accident, the Company shall pay a benefit amounting to 1% of the sum insured for each day of incapacity for work.
2. The benefit shall only be granted where the Company is required to pay benefits due to permanent health detriment as a result of an accident, serious injury as a result of an accident or disability as a result of an accident and provided that the incapacity for work has been confirmed by a medical certificate issued on a valid form pursuant to applicable laws concerning health insurance.
3. The benefit shall be paid:
    1) from the first day of incapacity for work – where as a result of the accident the insured stayed in hospital for at least 3 days;
    2) from the 15th day of incapacity for work – where as a result of the accident the insured received outpatient treatment.
4. Where the insurance contract with respect to the Insured's temporary incapacity for gainful employment as a result of an accident is extended to include the consequences of a myocardial infarction or stroke, the Company shall pay a benefit amounting to 1% of the sum insured for each day of incapacity for work provided that the temporary incapacity started within 90 days of the date on which the myocardial infarction or stroke occurred.

5. The benefit arising from the extension of the insurance contract in respect of the Insured's temporary incapacity for gainful employment as a result of an accident to include the consequences of a myocardial infarction or stroke shall only be granted where the Company is required to pay benefits due to permanent health detriment as a result of a myocardial infarction or stroke and provided that the incapacity for work has been confirmed by a medical certificate issued on a valid form pursuant to applicable laws concerning health insurance.
6. Where the insurance contract with respect to the Insured's temporary incapacity for gainful employment as a result of an accident is extended to include the consequences of a myocardial infarction or stroke, the Company shall pay a benefit:
   1) from the first day of incapacity for work – where as a result of the myocardial infarction or stroke the Insured stayed in hospital for at least 3 days;
   2) from the 15th day of incapacity for work – where as a result of the myocardial infarction or stroke the Insured received outpatient treatment.
7. The Company shall pay to the Insured a benefit in connection with the total period of incapacity for work not exceeding 90 days calculated from the date of the occurrence of the accident or myocardial infarction or stroke.
8. The sums insured in respect of the Insured's temporary incapacity for gainful employment as a result of an accident and in respect of the Insured's temporary incapacity for gainful employment as a result of an accident extended to include the consequences of a myocardial infarction or stroke are indicated separately in the insurance contract confirmed by the Policy.
9. The Company reserves the right to withhold the payment of the benefit if the Insured engages in gainful activities during his or her sick leave.

15. Repair, rental or purchase of orthopaedic devices and aids – accident consequences

1. The Company undertakes to reimburse the expenses incurred by the Insured in connection with the repair, rental or purchase of the orthopaedic devices and aids listed in Annex 2 to these GTC, including a wheelchair, incurred as a result of an event resulting from an accident unless these are covered by social security.
2. The benefit shall only be granted where the Company is required to pay benefits due to permanent health detriment as a result of an accident, serious injury as a result of an accident or disability as a result of an accident.
3. Where the insurance contract with respect to repair, rental or purchase of orthopaedic devices and aids as a result of an accident is extended to include the consequences of a myocardial infarction or stroke, the Company undertakes to reimburse the expenses incurred by the Insured in connection with the repair, rental or purchase of the orthopaedic devices and aids listed in Annex 2 to these GTC, including a wheelchair, incurred as a result of an event resulting from a myocardial infarction or stroke unless these are covered by social security.
4. The benefit arising from the extension of the insurance contract in respect of the repair, rental or purchase of orthopaedic devices and aids as a result of an accident to include the consequences of a myocardial infarction or stroke shall only be granted where the Company is required to pay benefits due to permanent health detriment as a result of a myocardial infarction or stroke.
5. The expenses shall be reimbursed on the basis of the submitted original bills or invoices made out to named recipients up to the sum insured, provided that the purchase of orthopaedic devices or aids was ordered by a physician and the expenditure was incurred in the territory of the Republic of Poland no later than 24 months from the date of the occurrence of the accident or myocardial infarction or stroke. The expenses shall be reimbursed to the person who incurred them.
6. The sum insured for the repair, rental or purchase of orthopaedic devices and aids shall be:

1) in the case of repair, rental or purchase of orthopaedic devices and aids – accident consequences: 30% of the sum insured indicated in the insurance contract confirmed by the Policy for death as a result of an accident, up to PLN 10,000;
2) in the case of repair, rental or purchase of orthopaedic devices and aids – consequences of a myocardial infarction or stroke: 30% of the sum insured indicated in the insurance contract confirmed by the Policy for death as a result of a myocardial infarction or stroke, up to PLN 10,000.

16. Insured's cumbersome treatment – accident consequences

1. The Company undertakes to make a one-time payment of the sum insured indicated in the Policy where as a result of an accident the Insured was continuously hospitalised for at least 5 days. The registration

date shall be considered the first day of the Insured's stay in hospital, and the date of discharge shall be considered the last day.

2. The benefit shall be paid on the basis of the medical documentation submitted by the Insured, provided that the stay in hospital began no later than 6 months from the date of the occurrence of the accident.

17. Insured's medical expenses – accident consequences

1. The Company undertakes to reimburse the medical expenses that were incurred as a result of an event resulting from an accident up to the sum insured indicated in the Policy. Medical expenses may be incurred due to:
   1) medical visits;
   2) stays in hospital, examinations, treatments (with the exception of rehabilitation) and surgery (with the exception of plastic surgery);
   3) the purchase of necessary medicines and dressing materials prescribed by a physician;
   4) the Insured's transport to a hospital or clinic if the Insured's health condition prevents him or her from reaching the hospital or clinic on his or her own.
2. Where the insurance contract with respect to the Insured's medical expenses – accident consequences is extended to include the consequences of a myocardial infarction or stroke, the Company undertakes to reimburse the medical expenses that were incurred as a result of an event resulting from a myocardial infarction or stroke up to the sum insured indicated in the Policy. Medical expenses may be incurred due to:
   1) medical visits;
   2) stays in hospital, examinations, treatments (with the exception of rehabilitation) and surgery (with the exception of plastic surgery);
   3) the purchase of necessary medicines and dressing materials prescribed by a physician;
   4) the Insured's transport to a hospital or clinic if the Insured's health condition prevents him or her from reaching the hospital or clinic on his or her own.
3. Medical expenses shall be reimbursed on the basis of the submitted original bills or invoices made out to named recipients, provided that the expenses were incurred in the territory of the Republic of Poland no later than 24 months from the date of the occurrence of the accident or myocardial infarction or stroke. The expenses shall be reimbursed to the person who incurred them.
4. The sums insured in respect of the Insured's medical expenses – accident consequences and in respect of the Insured's medical expenses – accident consequences extended to include the consequences of a myocardial infarction or stroke are indicated separately in the insurance contract confirmed by the Policy.

18. Expenses related to the dental restoration necessary as a result of an accident

1. The Company undertakes to reimburse the expenses related to the dental restoration necessary as a result of an accident up to the sum insured and the limit indicated in the Policy but not exceeding actual, documented costs and provided that:
   1) the accident occurred during the period of insurance cover;
   2) the expenses are incurred in connection with the restoration of a damaged or lost permanent tooth.
2. The expenses related to dental restoration shall be reimbursed on the basis of the submitted original bills made out to named recipients, provided that the expenses were incurred in the territory of the Republic of Poland no later than 6 months from the date of the occurrence of the accident. The expenses shall be reimbursed to the person who incurred them.
3. The sums insured in respect of expenses related to dental restoration as a result of an accident are indicated separately in the insurance contract confirmed by the Policy.

19. Expenses related to the Insured's plastic surgery – accident consequences

1. The Company undertakes to reimburse the expenses related to plastic surgery if this was recommended by a physician in order to remove disfigurements and injuries to the Insured's body surface as a result of an accident up to the sum insured indicated in the Policy.
2. Where the insurance contract with respect to the expenses related to the Insured's plastic surgery – accident consequences is extended to include the consequences of a myocardial infarction or stroke, the Company undertakes to reimburse the expenses related to plastic surgery if this was recommended by a physician in order to remove disfigurements and injuries to the Insured's body surface as a result of a myocardial infarction or stroke up to the sum insured indicated in the Policy.

3. The expenses related to plastic surgery shall be reimbursed on the basis of submitted original bills or invoices made out to named recipients, up to the sum insured indicated in the Policy, provided that the expenses were incurred in the territory of the Republic of Poland no later than 24 months from the date of the occurrence of the accident or myocardial infarction or stroke. The expenses shall be reimbursed to the person who incurred them.
4. The sums insured in respect of the expenses related to the Insured’s plastic surgery – accident consequences and in respect of the expenses related to the Insured’s plastic surgery – accident consequences extended to include the consequences of a myocardial infarction or stroke are indicated separately in the insurance contract confirmed by the Policy.

20. Costs of retraining the Insured – accident consequences

1. The Company undertakes to reimburse the costs of retraining the Insured that were incurred as a result of an event resulting from an accident up to the sum insured indicated in the Policy.
2. Where the insurance contract with respect to the costs of retraining the Insured – accident consequences is extended to include the consequences of a myocardial infarction or stroke, the Company undertakes to reimburse the costs of retraining the Insured that were incurred as a result of a myocardial infarction or stroke up to the sum insured indicated in the Policy.
3. The costs of retraining shall be reimbursed on the basis of submitted original bills made out to named recipients to the person who incurred them, provided that:
   1) a certificate was issued by a certifying physician of the Social Security Institution stating that it would be expedient to retrain the Insured;
   2) the expenses were incurred in the territory of the Republic of Poland no later than 24 months from the date of the occurrence of the accident or myocardial infarction or stroke.
4. The sum insured in respect of the costs of retraining the Insured shall be:

1) in the case of the costs of retraining the Insured – accident consequences: 30% of the sum insured indicated in the insurance contract confirmed by the Policy for death as a result of an accident, up to PLN 10,000;
2) in the case of the costs of retraining the Insured – consequences of a myocardial infarction or stroke: 30% of the sum insured indicated in the insurance contract confirmed by the Policy for death as a result of a myocardial infarction or stroke, up to PLN 10,000.

21. Insured’s rehabilitation expenses – accident consequences

1. The Company undertakes to reimburse the rehabilitation expenses that were incurred as a result of an event resulting from an accident up to the sum insured indicated in the Policy.
2. Where the insurance contract with respect to the Insured’s rehabilitation expenses – accident consequences is extended to include the consequences of a myocardial infarction or stroke, the Company undertakes to reimburse the Insured’s rehabilitation expenses that were incurred as a result of a myocardial infarction or stroke up to the sum insured indicated in the Policy.
3. Rehabilitation expenses may arise from consultations with rehabilitation physicians or rehabilitation procedures. The Company shall not reimburse the costs of purchasing rehabilitation equipment and the costs of stays in hospitals, sanatoriums and other rehabilitation facilities.
4. The benefit shall only be granted where the Company is required to pay benefits due to permanent health detriment/serious injury/disability.
5. Expenses shall be reimbursed on the basis of the submitted original bills made out to named recipients, provided that the expenses were incurred in the territory of the Republic of Poland no later than 24 months from the date of the occurrence of the accident or myocardial infarction or stroke. The expenses shall be reimbursed to the person who incurred them.
6. The sums insured in respect of the Insured’s rehabilitation expenses – accident consequences and in respect of the Insured’s rehabilitation expenses – accident consequences extended to include the consequences of a myocardial infarction or stroke are indicated separately in the insurance contract confirmed by the Policy.

22. One-time benefit arising from permanent health detriment – accident consequences

1. The Company undertakes to make a one-time payment of the sum insured indicated in the Policy where as a result of an accident the Insured suffers permanent health detriment in excess of 50% provided that the permanent detriment occurred within 6 months from the date of the accident.

2. Health detriment percentages in individual cases are set forth in the Health Detriment Table enclosed as Annex 1 to these GTC.
3. In the event of a partial loss, ankylosis, paresis or paralysis of body parts that existed before the accident, the health detriment percentages related to those parts of the body shall be reduced in accordance with the degree of health detriment existing before the accident.
4. The degree (percentage) of health detriment shall be determined after the completion of treatment and rehabilitation, and in the case of paralysis no earlier than 6 months after the event, but no later than 24 months from the date of the accident.

23. Funeral expenses where the Insured's death was caused by an accident

1. Where the benefit arising from the Insured's death as a result of an accident is paid, the Company shall be additionally required to reimburse the costs of the Insured's funeral to the person who incurred these costs, on the basis of original bills made out to named recipients, up to the sum insured indicated in the insurance contract confirmed by the Policy.
2. Where the insurance contract with respect to funeral expenses where the Insured's death was caused by an accident is extended to include the consequences of a myocardial infarction or stroke, if the benefit arising from the Insured's death as a result of a myocardial infarction or stroke is paid, the Company shall additionally reimburse the costs of the Insured's funeral to the person who incurred these costs, on the basis of original bills made out to named recipients, up to the sum insured indicated in the insurance contract confirmed by the Policy.
3. Funeral expenses are deemed to include the expenses incurred in connection with the preparation of the deceased for burial or cremation; the purchase of a coffin or urn; transport of the deceased within the territory of the Republic of Poland to the place of burial or cremation; the arrangements related to burial or cremation, buying and setting a headstone (laying a gravestone), the purchase of flowers and arrangements related to the wake.
4. Funeral expenses shall not include: fees and donations paid to any church, the purchase of clothing for the deceased, the purchase of mourning clothes for family members, the costs associated with the purchase of a lot in a cemetery.
5. Expenses shall be reimbursed on the basis of the submitted original bills made out to named recipients, to the person who incurred the expenses, provided that the expenses were incurred in the territory of the Republic of Poland no later than 24 months from the date of the occurrence of the accident or myocardial infarction or stroke. The expenses shall be reimbursed to the person who incurred them.

24. Lump-sum benefit related to the Insured's funeral expenses

In the event of the Insured's death during the period of its liability, the Company shall be required to pay the Beneficiary the sum insured arising from the lump-sum expenses related to the Insured's funeral indicated in the insurance contract confirmed by the Policy.

25. Benefit in respect of the Insured's post-hospital convalescence where hospitalisation was caused by an accident

1. The insurance shall cover convalescence directly following the Insured's stay in hospital as a result of an accident that occurred during the period of the Company's liability.
2. The Company shall pay to the Insured for each day of convalescence a benefit amounting to 1% of the sum insured applicable on the first day of convalescence if the Insured's post-hospital convalescence started immediately after a stay in hospital as a result of an accident, which stay lasted continuously for at least 14 days.
3. The Company shall pay to the Insured a benefit in respect of the Insured's total convalescence period not exceeding 100 days.

26. Assistance – accident consequences

1. Under the insurance contract, the Company shall provide services consisting of:
    1) arranging, and covering the cost of, medical care for the Insured in the event of an accident occurring in the territory of the Republic of Poland;
    2) information services.
2. The assistance services listed in point 3 shall be provided by the Company through the Generali Assistance Centre, hereinafter referred to as the GAC.

3. If as a consequence of an accident that occurred in the territory of the Republic of Poland, the Insured has suffered an injury or disturbance of health, the GAC shall arrange:

1) **A physician's visit** – arranging, and covering the costs of, a physician's visit at the place where the Insured is staying at the time, i.e. the physician's travel costs and fee, provided that the Insured is at least 50 km away from his or her place of residence. The GAC shall cover the costs of this service up to the amount of PLN 500 per insured event. The Insured shall be entitled to this benefit at most 2 times during the insurance period;
2) **A nurse's visit** – arranging a nurse's visit at the place where the Insured is staying at the time, covering the nurse's travel costs and fee if the visit has been ordered by a GAC physician (the service shall include a maximum of 7 visits 1 hour each; the GAC shall arrange the service within 48 hours after the visit has been ordered by a GAC physician). The GAC shall cover the costs of this service up to the amount of PLN 500 per insured event;
3) **Medical transport to a medical facility** – arranging transport from the scene of an event or the place where the Insured is staying at the time to the nearest hospital or another medical facility indicated by a GAC physician, and covering the costs of that transport. The GAC physician shall decide whether the Insured should be transported to a hospital, to which medical facility he or she should be transported and which mode of transport is appropriate. The GAC shall not intervene in life-threatening situations where it is necessary to call the state emergency ambulance service. The GAC shall cover the costs of this service up to the amount of PLN 800 per insured event;
4) **Return medical transport** – arranging medical transport from a hospital or another medical facility to the place where the Insured is staying using the mode of transport recommended by a GAC physician, and covering the costs of that transport. The GAC physician shall decide whether the Insured should be transported from the hospital and which mode of transport is appropriate. The GAC shall cover the costs of this service up to the amount of PLN 800 per insured event;
5) **Transport for a medical board examination and return transport** – only includes arranging – arranging a single trip from the Insured's place of residence to a medical board examination and back using the mode of transport recommended by a GAC employee or physician (transport costs shall be borne by the Insured);
6) **Delivery of medications** – arranging, and covering the cost, of delivering medications to the place where the Insured is staying, if this has been ordered by a GAC physician (this shall exclude the cost of purchasing medications). The GAC shall cover the costs of this service up to the amount of PLN 300 per insured event;
7) **Care of children and dependent persons** – arranging, and covering the cost of, care for dependent persons or children at the Insured's place of residence or at the place where the Insured is staying for the first 3 days after the GAC has been notified of the Insured's hospitalisation. The GAC shall cover the costs of this service up to the amount of PLN 500 per insured event;
8) **Transporting a person designated as caregiver** – arranging, and covering the cost of, travel in both directions (first-class train or bus ticket) for the person designated by the Insured as caregiver to take care of dependent persons or children from that person's place of residence to the Insured's place of residence or the place where the Insured is staying;
9) **Transporting dependent persons or children to a person designated as caregiver** – arranging, and covering the cost of, travel in both directions (first-class train or bus ticket) for a dependent person or child to the person designated as caregiver; this shall exclude arranging the care for the dependent person or child during the trip;
10) **Care of pets** – arranging, and covering the cost of, care for pets at the Insured's place of residence for at most the first 72 hours after the GAC has been notified of the Insured's hospitalisation;
11) **Transporting pets** – arranging, and covering the cost of, transporting pets to a person designated by the Insured or to a boarding kennel up to the amount of PLN 300;
12) **Medical helpline** – 24-hour information services concerning, *inter alia*, such issues as:
    1) brief medical information about the disorder in question, the treatment used and modern methods of treatment within the framework of applicable Polish laws;
    2) a database of pharmacies throughout Poland, including addresses, opening hours and phone numbers;
    3) short pharmaceutical information about the medication in question (use, equivalents, side effects, interactions with other drugs, taking medication during pregnancy and lactation) – within the framework of applicable Polish laws;
    4) information on recommended medical facilities in Poland;
    5) information on recommended diagnostic facilities;
    6) information on recommended wellness, rehabilitation and sanatorium facilities;

7) information on recommended inpatient facilities (private hospitals, tertiary referral hospitals and Medical Academy hospitals).

4. The expense limits referred to in point 3 can be used multiple times provided that they concern different insured events during the insurance period, subject to point 3, item 1.
5. Where an event covered by insurance occurs, the Insured shall, before taking any actions on his or her own, contact the 24-hour GAC at the phone number indicated in the insurance contract confirmed by the Policy.
6. In order for the services referred to in point 3 to be provided, the Insured shall provide the following information:
   1) first name and family name;
   2) policy number and the Policyholder's name (required for caller identification purposes);
   3) a short description of the event and the type of assistance required;
   4) the phone number at which the Insured can be contacted;
   5) the location of the event;
   6) other information required for a GAC employee to arrange assistance within the framework of the services provided.
7. If the Insured has not met the obligations set forth in point 6, a GAC employee shall have the right to refuse the service.
8. The GAC shall not take any action, and the Company shall be exempt from the obligation to reimburse the expenses incurred by the Insured if it has not previously been informed of the event in question.
9. In addition to the limitations of liability set forth in Article IX, insurance cover shall not include:
   1) events and consequences of events that occurred outside the territory of the Republic of Poland;
   2) benefits and services outside the territory of Republic of Poland;
   3) expenses incurred by the Insured without prior notice and obtaining authorisation from the Operations Centre, even if these expenses are within liability limits;
   4) the purchase of medications;
   5) the expenses arising from, and as a result of:
      a) sanatorium treatment arranged without consulting the GAC, treatments for aesthetic indications, light therapy;
      b) epidemics, contamination and natural disasters;
      c) the operation of nuclear energy, radioactivity and electromagnetic fields that are harmful to humans, excluding the therapeutic applications of the above in line with medical recommendations;
      d) failure to comply with the GAC physician's recommendations;
      e) the Insured's wilful misconduct or gross negligence except where the provision of the benefit or service in cases of gross negligence is justified on equity grounds.

Article XIII

Competent Courts

A lawsuit concerning a claim under the insurance contract may be filed in a common court of general jurisdiction or in a court competent for the place of residence or registered office of the Policyholder, the Insured, the Beneficiary or another person entitled under the insurance contract.
A lawsuit concerning a claim arising from the insurance contract may be filed in a common court of general jurisdiction or in a court competent for the place of residence or the Insured's heir or the heir of a person entitled under the insurance contract.

Article XIV

Complaints

1. A Policyholder, Insured or Beneficiary who is a natural person and another person authorised to receive benefits (referred to as the "Customer" in this article) may at any time raise objections concerning the services provided by the Company, including complaints (hereinafter referred to as "Complaints"). Filing a Complaint promptly after the Customer has such objections will facilitate and accelerate the thorough handling of the Complaint.
2. Complaints may be submitted:
   1) in writing – in person at a unit of the financial market operator that provides services to customers or by mail within the meaning of Article 3, point 21 of the Act of 23 November 2012 – Postal Law, to the following address: ul. Postępu 15 B, 02-676 Warszawa;

2) verbally – by phone (phone number: +48 913 913 913) or in person for the record during the customer's visit to a unit of the financial market operator that provides services to customers.

3. The complaint shall contain the Customer's details enabling his or her identification, the number of the Policy and the objections raised by the Customer. At the Customer's request, the Company shall confirm the receipt of the Complaint in writing or in another manner agreed upon with the Customer.
4. The Company shall handle the Complaint immediately upon its receipt. Response to the Complaint shall be provided without undue delay, but no later than within 30 days from the date of receipt of the Complaint unless particularly complicated circumstances prevent the Complaint from being handled and the response from being provided within this time limit. In this case, the Company shall inform the Customer who filed the Compliant of the reasons for the delay, and of the circumstances that need to be clarified for the case to be handled, and shall provide the expected date for handling the Complaint and providing the response, which shall not exceed 60 days from the receipt of the Complaint.
5. Responses to Complaints shall be provided on paper or on any other durable medium. At the Customer's request, the response to the Complaint may be delivered by e-mail.
6. Any dispute between the Customer and the Company may be resolved out of court pursuant to applicable laws concerning the resolution of disputes between customers and financial market operators.
7. Persons other than those listed in para. 1 may file Complaints in the form and according to the rules set forth in paras. 1–3 above. These Complaints shall be handled according to the rules and within the time limits set forth in paras. 4–5 above, with the proviso that the Company shall inform the person concerned of the manner in which the Complaint has been handled in a manner agreed with that person.
8. Notwithstanding the foregoing, a Customer may file complaints concerning the Company's operations to the competent authorities, including the Polish Financial Supervision Authority, the Financial Ombudsman, a municipal or district Consumer Ombudsman and other bodies whose responsibilities include the protection of customers of financial market operators.

Article XV

Final Provisions

1. With the consent of the Company and in consultation with the Policyholder, an insurance contract may be concluded on terms and conditions other than the provisions of the GTC.
2. Annexes to the GTC (Annex 1 – Health Detriment Table, Annex 2 – Table of Orthopaedic Devices and Aids) constitute an integral part thereof.
3. Additional provisions or provisions different from the provisions of the GTC shall be null and void unless made in writing.
4. The Policyholder's, Insured's and Beneficiary's notices and representations concerning the insurance contract shall be addressed in writing to the Company's registered office.
5. In the case of natural persons, the taxation of the benefits paid by the Company is governed by the Act of 26 July 1991 on Personal Income Tax, and in the case of legal persons and other payers of corporate income tax – by the Act of 15 February 1992 on Corporate Income Tax.
6. Provisions of the Polish Civil Code, the Act on Insurance and Reinsurance Activity and other applicable Polish laws shall apply to matters not regulated by the present General Terms and Conditions of Insurance.

These General Terms and Conditions of Accident Insurance were adopted by resolution of the Management Board of the Company No. GNL/ob./17/12/2015 of 22 December 2015 and shall apply to insurance contracts concluded as of 1 January 2016.

Maciej Fedyna	Mariusz Kozłowski
/signature/	*/signature/*
Member of the Management Board of Generali T.U. S.A.	Vice-President of the Management Board of Generali T.U. S.A.