

General Terms and Conditions of Insurance
Compensa Towarzystwo Ubezpieczeń Spółka Akcyjna
Vienna Insurance Group

Personal accident insurance
for students

INFORMATION CLAUSE

Personal data shall be controlled by Compensa Towarzystwo Ubezpieczeń Spółka Akcyjna Vienna Insurance Group with its registered office in Warsaw (02-342), at Al. Jerozolimskie 162.

You may contact the Controller by email at centrala@compensa.pl, by phone at 22 501 61 00 or in writing to the administrator's registered office address referred to above. The Controller has appointed a Data Protection Officer who can be contacted on all matters relating to the processing of personal data and the exercise of your rights related to data processing, through the email address iod@vig-polska.pl or at the controller's registered office address referred to above.

Your data may be processed for the purposes and on the basis of the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter: GDPR) such as:

- 1) presentation of an offer, assessment of insurance risks (also by automated means as part of customer profiling under Article 22(2)(a) of the GDPR as an activity necessary for the conclusion of a contract), conclusion and performance of an insurance contract, as processing of data necessary to perform the contract or to take action prior to its conclusion [Article 6(1)(b) of the GDPR];
- 2) electronic and telephone-based marketing - based on your consent [Article 6(1)(a) of the GDPR];
- 3) direct marketing of the Controller's own services, including for analytical and profiling purposes which shall be the implementation of the Controller's legitimate interest [Article 6(1)(f) of the GDPR];
- 4) adjustment of losses under an insurance contract, as the processing necessary to fulfill a legal obligation incumbent on the Controller [Article 6(1)(c) of the GDPR] and to establish, seek or defend claims which shall be the implementation of the Controller's legitimate interest [Article 6(1)(f) and Article 9(2)(f) of the GDPR for a specific category of personal data];
- 5) possibly for the purpose of seeking claims related to an insurance contract which shall be the implementation of a legitimate interest by the Controller or by a third party [Article 6(1)(f) of the GDPR];
- 6) alternatively, in order to undertake activities related to the prevention of the payment of undue benefits and compensation which shall be the implementation of a legitimate interest by the Controller or by a third party [Article 6(1)(f) of the GDPR];
- 7) reinsurance of risks, which shall be the implementation of a legitimate interest by the Controller or by a third party [Article 6(1)(f) of the GDPR];
- 8) performance of the obligations set forth in the legislation on specific restrictive measures aga-

inst certain persons and entities aimed at combating terrorism as processing necessary for the fulfillment of a legal obligation incumbent on the controller [Article 6(1)(c) of the GDPR];

- 9) collection of statistical data for the purpose of determining on their basis the amount of insurance premiums, reinsurance premiums and technical provisions for solvency purposes and technical provisions for accounting purposes, as processing necessary for the fulfillment of a legal obligation incumbent on the Controller [Article 6(1)(c) of the GDPR].

The recipients of your personal data may be other insurance and reinsurance entities, auditors, and entities providing support services for the Controller and processing personal data under an agreement with the Controller, including: insurance agents, entities handling loss adjustment, entities providing Assistance services, entities providing IT and administrative services, debt collection services, marketing agencies (if you consent to receive commercial information).

Your personal data shall be retained for a period necessary to prepare and present an offer. If a contract is concluded, your data shall be retained until the expiry of the limitation period for claims arising from the insurance contract or until the obligation to retain the data, as laid down in specific legislation, expires. Data processed for direct marketing purposes shall be kept until you withdraw your consent to receive marketing information or object to the processing of data for this purpose.

Under the terms of the GDPR, you shall have the right to request from the controller access to your data, rectification, deletion, restriction of processing, and data portability.

If your personal data is processed on the basis of consent, you have the right to withdraw your consent to processing at any time. The withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal.

Insofar as your personal data are processed for the purposes of the legitimate interests pursued by the Controller, you have the right to object to the processing of your personal data on grounds related to your special standing. If the basis for the processing of personal data is the premise of the Controller's legitimate interest and the data are processed for the purposes of direct marketing, you may object at any time to the processing of data for the purposes of such marketing, including profiling.

You also have the right to lodge a complaint with the President of the Office for Personal Data Protection.

The provision of your personal data shall be a requirement necessary to enter into and perform an insurance contract as well as to assess insurance risk (where personal data are not provided, it is not possible to carry out a risk assessment and conclude an insurance contract). The provision of data for marketing purposes shall be voluntary.

In order to assess insurance risk based on such data as: insurance history (loss ratio), the subject of insu-

rance, the scope of insurance, and the number of insured persons, the Controller may make automated decisions (without any human intervention). Decisions of this type shall be made based on profiling, i.e. automated assessment of insurance risk, as profiling is necessary in order to establish the amount of the insurance premium. The process results in determining the amount of the insurance premium and allows to determine whether the insurance contract may be concluded. As decisions taken are automated decisions, you have the right to contest such decisions, to express your point of view or to obtain human intervention on the Controller's part (i.e. to request that the data be analysed, and the decision be made by a human).

Information on material provisions of the general terms and conditions of insurance referred to in Article 17 par. 1 of the Act on Insurance and Reinsurance Activity

Type of information		Number of editing unit of the GTCI
Circumstances the occurrence of which shall oblige Compensatu S.A. to pay indemnity	GTCI – Personal accident insurance – PART 1 – COMMON PROVISIONS	items 6, 8-11, 31-34, 46, 61, 73-77 taking into account the terms of item 101
	Rider No. 1 Benefit in case of the Insured Person's death or inability to live independently due to a personal accident	items 1-15 taking into account the relevant terms contained in item 101 of part 1
	Rider No. 2 Personal accident insurance	items 1-10 taking into account the relevant terms contained in item 101 of part 1
	Rider No. 3 Benefit for reimbursement of costs of treatment related to personal accidents	items 1-10 taking into account the relevant terms contained in item 101 of part 1
	Rider No. 4 Daily allowance for incapacity for work (including internship) and/or study	items 1-4, 7-11 taking into account the relevant terms contained in item 101 of part 1
	Rider No. 5 Daily allowance for hospitalisation following a personal accident	items 1-9 taking into account the relevant terms contained in item 101 of part 1
	Rider No. 6 Daily allowance for hospitalisation following an illness	items 1-4, 8-12 taking into account the relevant terms contained in item 101 of part 1

Rider No. 7 Benefit in case of death due to a personal accident of the legal representative or of a person who has dependants of the Insured Person aged 26 or less	items 1-7 taking into account the relevant terms contained in item 101 of part 1
Rider No. 8 Benefit in case of a serious illness	items 1-5, 7-9 taking into account the relevant terms contained in item 101 of part 1
Rider No. 9 Compensation for the pain suffered as a result of an accident	items 1-7 taking into account the relevant terms contained in item 101 of part 1
Rider No. 10 Third party liability insurance in private life	items 1-9 taking into account the relevant terms contained in item 101 of part 1
Rider No. 11 Third party liability insurance in connection with the participation of the Insured Person in apprenticeship, internship, vocational courses or training	items 1-15 taking into account the relevant terms contained in item 101 of part 1
Rider No. 12 Insurance for the costs of treatment resulting from occupational exposure to infectious material and Benefit for viral infection following occupational exposure to infectious material	items 1-12 taking into account the relevant terms contained in item 101 of part 1

	Rider No. 13 Benefit for reimbursement of tuition and course and training costs due to inability to attend classes as a result of a personal accident	items 1-8 taking into account the relevant terms contained in item 101 of part 1
	Rider No. 14 Assistance services	items 1-9 taking into account the relevant terms contained in item 101 of part 1
Limitations and exclusions of Compensation that enable it to refuse to pay or reduce the payment of indemnity	GTCL – Personal accident insurance – PART 1 – COMMON PROVISIONS	items 7, 8, 15, 16, 47, 48, 57-60, 63-68, 70-71, taking into account the terms of item 101
	Rider No. 1 Benefit in case of the Insured Person's death or inability to live independently due to a personal accident	items 2, 4-8 taking into account the relevant terms contained in item 101 of part 1
	Rider No. 2 Personal accident insurance	items 2.1, 2.2, 2.5, 2.9 – 2.10, 3.1, 3.3, 4-11 taking into account the relevant terms contained in item 101 of part 1
	Rider No. 3 Benefit for reimbursement of costs of treatment related to personal accidents	items 2, 4-6 taking into account the relevant terms contained in item 101 of part 1
	Rider No. 4 Daily allowance for incapacity for work (including internship) and/or study	items 4-6, 8-11 taking into account the relevant terms contained in item 101 of part 1

Rider No. 5 Daily allowance for hospitalisation following a personal accident	items 4, 8-9 taking into account the relevant terms contained in item 101 of part 1
Rider No. 6 Daily allowance for hospitalisation following an illness	items 4-7, 9-12 taking into account the relevant terms contained in item 101 of part 1
Rider No. 7 Benefit in case of death due to a personal accident of the legal representative or of a person who has dependants of the Insured Person aged 26 or less	items 2-7 taking into account the relevant terms contained in item 101 of part 1
Rider No. 8 Benefit in case of a serious illness	items 3, 5-8 taking into account the relevant terms contained in item 101 of part 1
Rider No. 9 Compensation for the pain suffered as a result of an accident	items 2-6 taking into account the relevant terms contained in item 101 of part 1
Rider No. 10 Third party liability insurance in private life	items 6, 8, 10 taking into account the relevant terms contained in item 101 of part 1
Rider No. 11 Third party liability insurance in connection with the participation of the Insured Person in apprenticeship, internship, vocational courses or training	items 5-10, 13, 14, 16-19 taking into account the relevant terms contained in item 101 of part 1

	Rider No. 12 Insurance for the costs of treatment resulting from occupational exposure to infectious material and Benefit for viral infection following occupational exposure to infectious material	items 3, 7, 9-12, 14, 16-19 taking into account the relevant terms contained in item 101 of part 1
	Rider No. 13 Benefit for reimbursement of tuition and course and training costs due to inability to attend classes as a result of a personal accident	items 3-6, 8 taking into account the relevant terms contained in item 101 of part 1
	Rider No. 14 Assistance services	items 3, 6-9 taking into account the relevant terms contained in item 101 of part 1

PART 1 – COMMON PROVISIONS

General provisions

1. General Terms and Conditions of Insurance – Personal accident insurance for students – hereinafter referred to as GTCI – are part of the insurance contract concluded by Compensa Towarzystwo Ubezpieczeń Spółka Akcyjna Vienna Insurance Group, hereinafter referred to as Compensa, with natural persons, legal entities or organisational units without legal personality, hereinafter referred to as Policyholders.
2. On the basis of the GTCI, Compensa grants insurance cover to natural persons in the scope of accidents occurring throughout the world, unless the provisions of a given Rider specify otherwise.
3. The insurance contract may be concluded for and on behalf of third parties. The provisions of the GTCI shall also apply mutatis mutandis to the third party listed in the insurance contract, for the account of whom the insurance contract was concluded.
4. In agreement with the Policyholder, provisions additional to or different from the provisions of the GTCI may be introduced into the insurance contract. Such provisions and amendments to the concluded insurance contract require written form under pain of nullity.
5. In matters not regulated by these GTCI, the provisions of Polish law, primarily the Civil Code and legal acts that regulate insurance activity, shall apply.

Subject, scope and place of insurance

6. The subject of insurance is health, life or third party liability of the Insured Person, respectively.
7. Insurance cover is provided for the consequences of insured events occurring during the insurance period, including during the performance of work and during amateur sports, subject to par. 15 (8).
8. For an additional premium, the Policyholder may extend the cover to include events related to amateur winter sports and competitive sports.
9. The insurance contract may be concluded in a limited or full scope.
10. Insurance cover in the limited scope covers the consequences of accidents that have occurred:
 - 1) while at the university as part of a course of study, including accidents occurring while travelling to and from university.or
 - 2) while at the university as part of a course of study.
11. Full cover is provided for the consequences of personal accidents occurring 24 hours a day, seven days a week - while at university as part of a course of study, while travelling to and from university and in private life.
12. The scope of the cover depends on the Policyholder's choice.
13. Detailed scope of cover is set out in the riders.

14. To the extent not covered by the provisions of the Rider, the provisions of the GTCI Part 1 COMMON PROVISIONS shall apply. If the provisions of the GTCI Part 1 COMMON PROVISIONS and the Riders differ, the provisions of the Riders shall take precedence.

15. The insurance cover shall not include:

- 1) any diseases or conditions, even those that occurred suddenly, including occupational diseases – subject to the provisions of Rider No. 8, on the basis of which the scope of cover may be extended to include a Benefit in case of a serious illness and Rider No. 12;
- 2) permanent health impairment, which is the consequence of any disease or condition - even those that occurred suddenly, with the exception of bodily injury and disorder of health, which is the consequence of a personal accident in the form of a stroke or heart attack;
- 3) the consequences of second and subsequent myocardial infarction and second and subsequent stroke and first stroke or first myocardial infarction, if caused by medical conditions diagnosed by a doctor before the insurance contract was taken out;
- 4) the consequences of a stroke or myocardial infarction in people over 60 years of age;
- 5) bodily injury caused by treatment or medical procedures, regardless of who they were performed by, unless the performance of medical procedures related to the direct consequences of the insured accident;
- 6) lost Benefits related to the personal accident, as well as real losses consisting of loss, damage or destruction of personal belongings of the Insured Person or loss or reduction of earnings of the Insured Person;
- 7) events occurring in connection with the Insured Person's performance of high-risk work;
- 8) events occurring in connection with amateur winter sports, unless the scope of insurance cover has been extended to include this risk;
- 9) events occurring in connection with competitive sports, extreme sports or high-risk sports, unless the scope of insurance cover has been extended to include this risk;
- 10) any event occurring before the date of commencement of the insurance period.

General exclusions of Compensa's liability

16. Compensa shall not be liable for events arising from:
- 1) exertion-strain-induced injuries, including all types of hernias and herniated discs in the musculoskeletal system (e.g. discs and muscle groups in the limbs), as well as in the body shell (e.g. abdominal, scrotal hernias);
 - 2) dislocation of a joint if the Insured Person has been diagnosed with a habitual, recurrent dislocation of that joint;

- 3) war, civil war, rebellion, riot, insurrection, war confiscation, nationalisation, imposition of martial law or state of emergency;
- 4) as a result of nuclear energy, ionising rays, laser rays, maser rays, magnetic or electromagnetic fields, asbestos, and radioactive, biological, chemical contamination, irradiation;
- 5) the use of firearms or participation in hunting;
- 6) handling explosives or pyrotechnics of any kind;
- 7) the performance of military duties by any uniformed services during hostilities, armed conflicts;
- 8) the wilful misconduct of the Insured Person or of a person eligible, including misconduct involving the attempt or commission by the Insured Person of a crime, suicide, self-harm or intentional infliction of bodily harm;
- 9) driving by the Insured Person a motor vehicle or another vehicle in a state after consumption of alcohol or in a state of intoxication or under the influence of drugs, psychotropic drugs or other similar agents or without the required licence to drive the vehicle;
- 10) intoxication with alcohol, drugs, psychotropic drugs or similar substances;
- 11) actions of the Insured Person after the consumption of alcohol in a state of intoxication or after taking alcohol, drugs, psychotropic drugs or other similar agents;
- 12) acts of terror;
- 13) the Insured Person's participation in protest marches and rallies, riots, brawls, commotion or acts of terror or sabotage;
- 14) active participation in motor vehicle competitions (including speedway, karting and automobile competitions), rallies, test drives or stunt driving;
- 15) congenital diseases and defects or malformations, where these contributed to the traumatic injury;
- 16) rehabilitation treatment.
The above provisions also apply to the Riders, unless their provisions stipulate otherwise.
17. Compensa shall apply the exclusion or limitation of its liability if there is an adequate causal link between the insured event or loss and the circumstance indicated in the provisions concerning the applicable exclusion or limitation of liability, i.e. if the insured event or loss is a typical, normal consequence of the said circumstance.
20. The Policyholder shall provide Compensa with answers to any and all questions included in the application or addressed to the Policyholder in writing.
21. The conclusion of the insurance contract shall be confirmed by Compensa by means of an insurance document.
22. The insurance contract may be concluded in the form of:
 - a) individual named insurance;
 - b) named group insurance;
 - c) unnamed group insurance.
23. The terms and conditions of the insurance contract cannot be changed during the life of the contract.
24. If the insurance contract is concluded in group form, the minimum number of Insured Persons is 10.

Conclusion of an insurance contract for the Benefit of another person (a third party)

25. In the case of conclusion of a group insurance contract on account of third parties, the conditions, procedure, and dates for withdrawal from the group insurance contract of particular Insured Persons shall be each time set forth in the concluded group insurance contract on account of third parties.
26. The Policyholder shall inform the Insured Person that the contract has been concluded for his/her account. In addition, the Policyholder shall be obliged to provide the Insured Person, in a manner agreed upon between them, with information on the insurance contract concluded, the wording of the GTCL, and the procedure to be followed if an insured event occurs.
27. Where an insurance contract is concluded for the account of a third party, where the cost of the insurance premium will be financed by the Insured Person, the Policyholder shall communicate the terms and conditions of the insurance to the person concerned before entering into such a contract in writing or, if the person concerned agrees, on another durable medium.
28. The Policyholder is required to pay the contribution. The claim for payment of the premium shall lie exclusively with Compensa against the Policyholder.
29. In the case of conclusion of the insurance contract for account of a third party, the following shall apply in particular with regard to the Insured Person:
 - 1) the obligations of the Policyholder specified in par. 57, 58, unless the Insured Person was not aware of the conclusion of the contract for their account;
 - 2) the provisions of par. 39, 45 and 61, 63-68, 70-71.
30. If the contract is concluded for the account of a third party, Compensa shall, at the request of the Insured Person named in the insurance contract, communicate to the Insured Person, within 14 days of receipt of the request, the provisions of the

Conclusion of the insurance contract

18. The contract is concluded for a period of one year or less. The insurance period is indicated in the insurance contract.
19. The insurance contract is concluded in a proposal procedure, in a tender procedure or on the basis of a written application filled in by the Policyholder. The application is part of the contract.

contract concluded and the provisions of the GTCI which apply to their rights and obligations.

Beginning and end of Compensa's liability

31. The beginning and end of the insurance period is specified in the insurance document.
32. Compensa's liability shall commence on the date indicated in the insurance document as the beginning of the insurance period, provided that the Policyholder:
 - 1) entered into an insurance contract with Compensa and
 - 2) paid the premium or its first instalment.If the Policyholder pays the premium or its first instalment on a deferred basis, Compensa's liability shall commence on the date indicated in the policy as the commencement of the insurance period.
33. Compensa's liability may commence on a different date - if this is agreed with the Policyholder. If the Policyholder pays the premium or its first instalment on a deferred basis, Compensa's liability shall commence on the date indicated in the policy as the commencement of the insurance period.
34. Compensa's liability ends when the insurance contract expires.

When does the insurance contract expire and why?

35. The insurance contract expires:
 - 1) upon the expiry of the insurance period for which it is concluded;
 - 2) upon the delivery to the Policyholder of Compensa's notice of termination of the insurance contract with immediate effect in the situations referred to in par. 36 and par. 42;
 - 3) upon the expiry of the last day of the additional deadline for payment of the next premium instalment specified in the payment request, in the situation referred to in par. 45;
 - 4) as of the date specified in the parties' arrangement on the termination of the contract;
 - 5) the 30-day notice period for termination of the insurance contract expires - if terminated by the Policyholder, in accordance with par. 40.
 36. If Compensa bears liability prior to the payment of the premium or the first instalment thereof, and the premium or the first instalment thereof has not been paid on time, Compensa may terminate the contract with immediate effect and demand payment of the premium for the period during which Compensa bore liability. In the absence of termination notice, the contract shall expire at the end of the period for which the unpaid premium was due.
 37. If the insurance contract is entered into for a period of more than 6 months, the Policyholder has the right to withdraw from the insurance contract within 30 days, and if the Policyholder is a business entity - within 7 days of entering into the insurance contract. If the insurer did not inform the
- Policyholder who is a consumer of the right to withdraw from the contract at the latest at the time of conclusion of the contract, the 30-day period runs from the date on which the Policyholder who is a consumer became aware of this right.
38. If the insurance contract expires before the end of the period for which it was concluded, the Policyholder shall be entitled to the reimbursement of the premium for each day of unused insurance cover. The premium shall not be reimbursed if the sum insured was exhausted as a result of the payment of the Benefit.
 39. The insurance contract concluded for a definite period may be terminated by Compensa with immediate effect in situations provided for in applicable law, as well as for important reasons, which are deemed to mean the following:
 - 1) concealment or misrepresentation of circumstances by the Policyholder which Compensa had inquired into prior to the conclusion of the contract, which affected the assessment of the insurance risk and/or the amount of the premium due,
 - 2) the Policyholder or the Insured Person, if the insurance contract is entered into to the Benefit of another person, commits an offence related to the conclusion or performance of the insurance contract.
 40. The Policyholder may terminate the insurance contract in writing upon a 30 day notice period.
 41. Expiry of the insurance contract shall not exempt the Policyholder from the obligation to pay the premium for the period in which Compensa provided insurance cover.
 42. In the event of disclosure of circumstances that involve a significant change in the likelihood of the occurrence of an insured event, each party to the insurance contract may request an appropriate change of the premium amount, starting from the moment when the said circumstance occurred, but not earlier than from the beginning of the current insurance period. If such a request is made, the other party to the insurance contract may terminate the contract with immediate effect within 14 days of receiving such a request.
 43. If the insurance contract has been concluded for account of a third party, this party shall have the right to withdraw from the insurance contract by submitting a written statement. The withdrawal takes effect as of the next day following the day of submission of the statement, unless the party withdrawing from the insurance contract agrees otherwise with Compensa.
 44. The insurance contract shall expire on the date of withdrawal from the insurance contract by the sole Insured Person for whose account the contract is concluded on the date of withdrawal by him/her from the insurance contract.
 45. If the premium is paid in instalments, failure to pay the next instalment of the premium on time shall result in the cessation of liability of Compensa

upon expiration of 7 days from the date on which the Policyholder receives a written notice to pay the premium instalment, along with information on the consequences of failure to pay the premium instalment that would be applied if the premium instalment was not paid within the time limit specified in the notice. The insurance contract is then deemed to have been terminated by the Policyholder with effect on the date of cessation of Compensa's liability, and par. 40 shall not apply.

Sum insured, sum guaranteed and limits of Compensa's liability

46. The sum insured or the sum guaranteed shall be agreed between the Policyholder and Compensa at the conclusion of the insurance contract and its amount shall be indicated in the insurance document.
47. The sum insured or sum guaranteed is the upper limit of Compensa's liability for one and all insured events during the insurance period, unless otherwise specified in the riders.
48. The sum insured or the sum guaranteed shall be reduced by any indemnity or Benefit paid, unless otherwise specified in the riders.

Insurance premium

49. The premium is calculated for the duration of the liability.
50. The amount of the premium and its due dates are contained in the insurance document.
51. The premium can be paid once or in instalments.
52. The amount of the insurance premium is affected by:
 - 1) sum insured or sum guaranteed;
 - 2) scope of insurance;
 - 3) insurance period;
 - 4) risk factors;
 - 5) premium payment frequency;
 - 6) the age of Insured Persons;
 - 7) the number of Insured Persons;
 - 8) individual insurance risk assessment.
53. The Policyholder pays the contribution or its first instalment at the moment of entry into the insurance contract, unless otherwise specified in the insurance contract.
54. If the Policyholder pays a lower amount of premium or instalment thereof than that specified in the insurance contract, it will be deemed that he has not paid it.
55. If the premium payment is made by bank transfer or postal order, the day of payment shall be deemed to be the day of placing the order of payment to the Compensa's account at the bank or at the post office, provided that sufficient funds are available on the Policyholder's account. Otherwise, the date of payment is the date when the Compensa account is credited with the full amount of the required premium or its instalment.

56. Compensa reserves the right to introduce a provision on the minimum premium under the insurance contract.

Obligations of the Insured Person and of the Policyholder under the insurance contract

57. The Policyholder and the Insured Person, if the insurance contract is entered into to the Benefit of another person, are required to inform Compensa of all the circumstances known to them which were requested by Compensa in the application for entry into the insurance contract or in other documents prior to entering into the contract.
58. During the term of the contract, the Policyholder and the Insured Person, if the insurance contract is entered into to the Benefit of another person, are required to inform Compensa of all changes in the circumstances known to them which were requested by Compensa in the application for entry into the insurance contract or in other documents prior to entering into the contract, immediately after receiving information about such changes.
59. If the Policyholder concludes the contract through a representative, the obligation referred to in par. 57 and 58 shall also apply to the representative and, in addition, shall cover the circumstances known to the representative.
60. Compensa shall not be liable for the consequences of circumstances of which it has not been notified in breach of par. 57-59. If a breach of the obligations referred to in par. 57-59 has been committed deliberately, in the case of any doubts it shall be assumed that the insured event and its consequences are the result of those circumstances.

Obligations of the Policyholder, the Insured Person in case of occurrence of an event

61. In case of occurrence of an insured event covered by personal accident insurance, the Insured Persons shall be obliged to:
 - 1) seek to mitigate the consequences of the accident by immediately obtaining medical care and undergoing recommended treatment;
 - 2) immediately notify Compensa of the occurrence of the insured event,
 - 3) provide Compensa with:
 - a) a filled in loss report form;
 - b) medical records confirming the diagnosis (medical diagnosis) and justifying the need for a given method of treatment, as well as documentation of the treatment performed, in particular documentation of first aid immediately after the event;
 - c) other documents necessary to determine the legitimacy of claims and amount of Benefit or compensation, as indicated by Compensa;
 - 4) secure evidence related to the accident in order to substantiate the claim;
 - 5) allow Compensa to seek information on the circumstances of the accident, in particular

- to release the doctors who have cared for the Insured Person or are caring for him/her after the accident from their obligation of medical confidentiality regarding his/her state of health, and to provide the addresses and names of the medical facilities where the Insured Person was treated (also prior to the conclusion of the contract) - by signing a declaration in his/her own handwriting when submitting the claim for the accident, unless the Insured Person has made the appropriate declaration when concluding the insurance contract;
- 6) if so advised, to be examined by the doctors designated by Compensa.
 - 7) secure the ability to seek claims for damages against persons who contributed to the loss or caused it, especially indicate the said persons;
 - 8) notify the police and obtain a written confirmation of the report if the loss occurred as a result of an offence or illegal act, e.g. robbery;
 - 9) immediately notify the fire department, police or other services if the circumstances or type of loss require their presence at the location where it occurred;
 - 10) provide Compensa representatives with any explanation of the loss that is requested;
 - 11) follow the recommendations provided by Compensa.
62. Compensa may verify the documents it receives and consult with medical specialists.
63. Should an insured event occur, the Policyholder and the Insured Person, if the insurance contract is concluded for a third party, shall use the measures at their disposal to reduce the extent of the loss, and shall secure the possibility of pursuing claims against persons responsible for the loss. Compensa shall, within the limits of the sum insured, reimburse the Policyholder for any costs incurred as a result of the aforementioned measures, if such measures were reasonable, even if they prove ineffective.
64. If criminal or civil proceedings have been instituted against the Insured Person in connection with the insured event, or the injured party has taken legal action, the Policyholder or Insured Person shall be obliged to notify Compensa in writing without delay, even if the loss has already been reported.
65. In the event that Compensa incurs costs to defend the Insured Person's legal interests in criminal or civil proceedings, the Insured Person must notify Compensa of:
- 1) the date of announcement of the judgement as soon as it is received, or
 - 2) delivery of the judgement as soon as it is received.
- The Insured Person shall be relieved of this obligation when a representative of Compensa participates in these proceedings.
66. Should the claim be limited or withdrawn, the Insured Person must notify Compensa about this immediately.
67. The Insured Person may not recognise or satisfy the claims of the person entitled from the insurance contract, unless Compensa has given its prior written consent. If he does so without Compensa's consent, this shall have no legal effect against Compensa r.
68. If another insurer has provided coverage for the same insured event, the Insured Person is obliged to promptly:
- 1) inform that insurer about the occurrence of the loss, and
 - 2) notify Compensa of the above.
69. The obligations set out in par. 61, 63 - 68, shall apply to the Insured Person provided that he/she was aware of the conclusion of the contract in his/her favour.
70. If the Policyholder or the Insured Person, if the insurance contract is concluded for a third party, through intentional misconduct or gross negligence, fails to apply the measures available to it to reduce the extent of the loss, and has not secured the possibility of pursuing claims against persons responsible for the loss, Compensa is then free from liability for resulting losses.
71. If the Policyholder or the Insured Person, through intentional misconduct, failed to fulfil any of the obligations referred to in the GTCI (including the Riders), and this had an impact on the increase in the loss, determination of the circumstances of a personal accident, illness, event or extent of the loss, Compensa may reduce the Benefit accordingly.
72. Compensa may request that the Insured Person or their legal representative grant a written consent to apply to entities that provided health services to the Insured Person, in particular to physicians who have been or are still taking care of the Insured Person, in order to obtain information related to verification of data on health condition provided by the Insured Person, including to determine whether the treatment applied was related to a personal accident.

Payment of Benefit or compensation

73. The Benefit or compensation shall be paid to the Insured Person, to the person or entity entitled to receive the Benefit or compensation and, in the case of reimbursement of costs, to the person or entity which incurred those costs. The Benefit or compensation shall be paid in PLN.
74. Compensa is required to provide the Benefit within 30 days of being notified of the insured event.
75. Should it prove impossible to clarify the circumstances necessary to determine the liability of Compensa or the amount of the Benefit during the aforementioned time limit, the Benefit shall be paid within 14 days from the date on which the clarification of such circumstances becomes possible while exercising due diligence. However, Compensa shall pay the undisputed part of the Benefit within the deadline specified in par. 74.

76. Costs incurred in foreign currencies shall be converted into PLN according to the average exchange rate of the National Bank of Poland in effect on the date of determining the Benefit or compensation.
77. If the Benefit is not due or is due in an amount different from the one specified in the claim, Compensa shall inform the claimant and the Insured Person thereof in writing – if the insurance contract was concluded for a third party, and the Insured Person is not the claimant – indicating the circumstances and the legal basis justifying a complete or partial refusal to pay the Benefit, and notifying of the possibility to appeal or pursue claims before court.
 - 2) number of the claim report or the policy number;
 - 3) subject of the complaint;
 - 4) justification of the complaint along with supporting evidence, if any.

FINAL PROVISIONS

Recourse claims

78. As of the date of payment of the Benefit or compensation by Compensa, the claim of the Insured Person against the third party liable for the loss shall be transferred by virtue of law to Compensa up to the amount of the Benefit or compensation paid. If Compensa has covered only part of the loss, the Insured Person shall have priority over the rest of the claim over Compensa's claim.
79. The claims of the Insured Person against persons with whom the Insured Person lives in the same household shall not be transferred to Compensa, unless the perpetrator caused the loss deliberately.
80. If the Insured Person has waived or limited the claim against the third party responsible for the loss without the consent of Compensa, Compensa may refuse to pay the Benefit or compensation or may reduce it. If the waiver or limitation of the claim is disclosed after the Benefit or compensation has been paid, Compensa may require the Insured Person to reimburse all or part of the Benefit paid.
81. If, for procedural reasons, the action may be brought only by the Insured Person or the Beneficiary, they shall grant, at Compensa's request, the required powers of attorney and submit the applications and statements required by the regulations of a given country, as well as authorise Compensa to collect the awarded amounts and damages, interest and costs of the proceedings.
82. A complaint related to the entering into or performance of the insurance contract may be submitted by the Policyholder, the Insured Person, the Beneficiary or the person eligible under that contract.
 - 1) the reason behind the delay;
 - 2) the circumstances that need to be determined in order to investigate the case;
 - 3) expected date by which the complaint should be reviewed and by which the response should be given.
86. Compensa shall notify the complainant, in writing or using another durable medium of information, of the outcome of complaint examination, whereas Compensa may respond to the complaint by email only upon the customer's request.
87. The complainant may apply to the Financial Ombudsman to have the case investigated.
88. The dispute may be resolved by the Court of Arbitration at the Polish Financial Ombudsman or by the Court of Arbitration at the Polish Financial Supervision Authority, in accordance with the rules of Procedure of those Courts.
89. The complainant shall have the right to assert their claims in court. An action for claims under the insurance contract may be brought either pursuant to the provisions on general jurisdiction, or before the court competent for the place of residence or seat of the Policyholder, the Insured Person, the Beneficiary or a person entitled under the insurance contract, the heir of the Insured Person or the heir of a person entitled under the insurance contract.
90. Compensa is subject to supervision exercised by the Polish Financial Supervision Authority.
91. Submission of a Complaint by a customer immediately after his or her concerns arose will facilitate and speed up the fair consideration of the complaint by Compensa, unless this circumstance does not affect the manner of handling the complaint.

Complaints

82. A complaint related to the entering into or performance of the insurance contract may be submitted by the Policyholder, the Insured Person, the Beneficiary or the person eligible under that contract.
83. A complaint may be filed:
 - 1) in writing – to the address of the selected Compensa's unit or in person;
 - 2) in electronic form (e-mail: reklamacje@Compensa.pl, form on the Compensa website)
 - 3) verbally (in person for the record or by phone).
84. A complaint must include:
 - 1) first name, surname (company name), address, and phone number of the person submitting the complaint;
 - 2) number of the claim report or the policy number;
 - 3) subject of the complaint;
 - 4) justification of the complaint along with supporting evidence, if any.
85. The complaint shall be handled immediately, but no later than within 30 days from the date of its receipt. Should it be impossible to provide a response within the above-mentioned time frame due to unusual complexity of the case concerned, the deadline shall be extended to not more than 60 days following the receipt of the complaint. The complainant shall be informed of:
 - 1) the reason behind the delay;
 - 2) the circumstances that need to be determined in order to investigate the case;
 - 3) expected date by which the complaint should be reviewed and by which the response should be given.
86. Compensa shall notify the complainant, in writing or using another durable medium of information, of the outcome of complaint examination, whereas Compensa may respond to the complaint by email only upon the customer's request.
87. The complainant may apply to the Financial Ombudsman to have the case investigated.
88. The dispute may be resolved by the Court of Arbitration at the Polish Financial Ombudsman or by the Court of Arbitration at the Polish Financial Supervision Authority, in accordance with the rules of Procedure of those Courts.
89. The complainant shall have the right to assert their claims in court. An action for claims under the insurance contract may be brought either pursuant to the provisions on general jurisdiction, or before the court competent for the place of residence or seat of the Policyholder, the Insured Person, the Beneficiary or a person entitled under the insurance contract, the heir of the Insured Person or the heir of a person entitled under the insurance contract.
90. Compensa is subject to supervision exercised by the Polish Financial Supervision Authority.
91. Submission of a Complaint by a customer immediately after his or her concerns arose will facilitate and speed up the fair consideration of the complaint by Compensa, unless this circumstance does not affect the manner of handling the complaint.

Notices and statements

92. Any notices and statements submitted by the parties to the contract, related to the conclusion and performance of the insurance contract, shall be made in writing and delivered with confirmation of receipt or sent by registered mail, unless otherwise stipulated in the insurance contract (including specific provisions of these GTC).
93. The Policyholder shall notify Compensa of any changes to their address of residence or registered office.

94. Compensa shall inform the Policyholder about any changes to the address of its registered office.
95. The claims action resulting from the insurance contract may be brought either pursuant to the general provisions or before the court having jurisdiction over the place of residence or registered office of the Policyholder or the Insured Person.
96. All communications and correspondence with Compensa shall be in the Polish language.
97. Notwithstanding any other provisions of the contract, Compensa shall not provide cover or pay the Benefit to the extent that such cover or payment of the Benefit would expose Compensa to consequences related to non-compliance with UN resolutions or sanctions regulations, trade embargo or economic sanctions imposed under the laws of the European Union or the United States of America or the laws of other countries and regulations issued by international organisations, if these apply to the subject-matter of the contract.
98. In all matters not regulated in the GTCI, generally applicable provisions of Polish law shall apply, in particular the provisions of the Civil Code, the Act on insurance and reinsurance activities and other generally applicable provisions of law.

Applicability of the GTCI

99. The GTCI, together with the GTCI riders, were approved by Resolution of the Management Board of Compensa No. 01/07/2024.
100. The GTCI shall enter into force on 01.07.2024 and shall apply to insurance contracts concluded from that date onwards.

GLOSSARY

101. The terms used in these GTCI shall have the following meaning:
- 1) **aplastic anaemia** – anaemia caused by a significant impairment of the haematopoietic function of the bone marrow. It results in: anaemia, neutropenia or thrombocytopenia, which require one of the following treatments: blood transfusion, bone marrow transplantation, bone marrow stimulation therapy;
 - 2) **practicing amateur sports** – a form of physical activity undertaken by the Insured Person for leisure and restoration of physical and mental strength, being one of the forms of active recreation (not including professional sports activities);
 - 3) **practicing amateur winter sports** – a form of physical activity undertaken by the Insured Person in winter in designated places, for recreation, entertainment and for regaining mental and physical strength (not including professional sports);
 - 4) **act of terror** – an illegal act or action that is also:
 - a) organised on ideological, religious, political or social grounds;
 - b) either individual or group-based;
 - c) performed by individuals operating independently or on behalf of any organisation or government;
 - d) directed against persons, facilities or the public, and
 - e) intended to influence a government, introduce chaos, intimidate the population or disorganise public life using violence or the threat of violence;
 - 5) **brawl** – an altercation the participants of which violate each other's physical integrity, as they exchange blows. They are both attackers and defenders. The involvement in a brawl shall not include joining an incident to restore order or public peace in connection with the performance of official duties or acting in self-defence;
 - 6) **disease** – sudden reaction of the organism to the pathogen, manifested by functional disorders or damage to the structure of the body, causing undesirable symptoms different from those of a healthy body;
 - 7) **Alzheimer's disease** – a self-limiting, chronic and progressive degenerative disease of the central nervous system that has led to permanent dementia, memory loss and intellectual impairment, to the point of permanent loss of the ability to live independently. The disease is diagnosed by a neurologist based on clinical tests and questionnaires, which confirm persistent cognitive impairment in memory, reasoning and abstract thinking;
 - 8) **Parkinson's disease** – a degenerative disease of the central nervous system in the stage of permanent loss of the ability to live independently. The disease is diagnosed by a neurologist on the basis of permanent neurological losses. The coverage does not include Parkinson's syndrome caused by toxic agents;
 - 9) **Crohn's disease resulting in extensive bowel resection** – a non-specific inflammatory bowel disease with a chronic course that has led to fistula formation, stenosis or perforation of the bowel; and:
 - a) partial resection of the small or large bowel or
 - b) total resection of the large bowel.
 The disease must be confirmed by histopathological examination;
 - 10) **Creutzfeldt-Jakob disease** – a disease that causes the Insured Person to be unable to perform a minimum of three of the following five activities of daily living:
 - a) moving around the house – moving around the rooms in a house without help from another person;
 - b) controlling physiological functions – self-control with respect to defecation and urination and personal hygiene;
 - c) get dressed – independently, without the help of another person, get dressed and undressed;
 - d) washing and toileting – independently, without the help of another person, carry out washing and personal hygiene activities;
 - e) eating – eating ready-made meals on one's own;

- 11) **malignant neoplastic disease** – uncontrolled growth and spread in the body of malignant neoplastic cells showing the features of invasion and destruction of surrounding tissues. The diagnosis of a malignant neoplasm should be confirmed by histopathological examination of the collected material or other examination necessary to determine the stage of the disease. Leukaemia and Hodgkin's disease are also considered a malignant neoplastic disease. However, a malignant neoplastic disease shall not include:
- non-invasive tumours showing only early malignancies;
 - localised carcinoma "in situ";
 - Kaposi's sarcoma and AIDS associated tumours;
 - carcinoma of skin other than malignant melanoma with the depth of infiltration exceeding 0.75 mm;
- 12) **occupational disease** – a disease included in the list of occupational diseases, characterised by the fact that, as a result of the assessment of working conditions, it can be stated indisputably or with high probability that it was caused by factors harmful to health occurring in the work environment or in connection with the way in which work is carried out;
- 13) **muscular dystrophy** – a primary degenerative muscle disease that causes progressive muscle atrophy and leads to permanent impairment of muscle function - to the point of permanent loss of the ability to live independently. The disease is diagnosed by a neurologist on the basis of (a) the medical standards in force at the time of diagnosis of this condition, and (b) the results of a muscle biopsy and electromyography (EMG). Insurance does not cover cases of progressive muscular atrophy due to neurological or vascular causes;
- 14) **treatment costs related to accidents** – necessary from a medical point of view, recommended by a physician, documented and related to a personal accident covered by insurance, costs of:
- visits, outpatient procedures and surgeries;
 - purchase of medicines and dressings;
 - transport from the scene of the accident to the hospital or outpatient clinic;
 - diagnostic tests, decompression chamber treatment, cryotherapy treatments;
 - rehabilitation treatment;
 - dental reconstruction of teeth, if they were damaged as a result of a personal accident covered by insurance;
 - plastic surgery;
- 15) **rehabilitation treatment** – medical therapy recommended by a physician, aimed at restoring, to the highest degree possible, the mental and physical fitness of the skeletal, muscular and nervous systems and at eliminating mental disorders and reactions. Within the meaning of the GTCI, rehabilitation is also considered rehabilitation treatment;
- 16) **personal accident** – a sudden event arising during the period of the liability of Compensa, which is caused by an external factor and as a result of which the Insured Person, against their will, has suffered bodily injury or health impairment resulting in permanent health impairment or has died. Within the meaning of the GTCI, stroke and myocardial infarction shall also be considered accidents, unless they are caused by a pre-existing diagnosed medical condition, subject to par. 15(3) and (4);
- 17) **inability to live independently** – incapacity to lead an independent life - a condition confirmed in the medical documentation of the treatment carried out, which began during the insurance period and has lasted continuously for at least 6 months, and which consists in the fact that the Insured Person is unable, without the assistance of another person, to perform at least four of the following activities of daily living:
- use the toilet;
 - maintain personal hygiene - i.e. wash in the bath or shower;
 - get dressed and undressed;
 - consume meals;
 - move around independently, including with a walker, cane or crutch;
 - move from bed to wheelchair and back again;
- 18) **in situ neoplasm** – a disease characterised by the uncontrolled development of morphologically and functionally altered cells. It consists of a focal, localised proliferation of tumour cells that has not crossed the basement membrane of the epithelium from which it originates and has not led to invasion of surrounding tissues. Its classification is based on the ICD International Statistical Classification of Diseases and Related Health Problems, chapter "Neoplasms in situ", in force at the date of the insurance contract. Within the meaning of the GTCI, diseases classified according to the ICD International Statistical Classification of Diseases and Related Health Problems in force on the date of conclusion of the insurance contract from the parts D03 Melanoma in situ, D04 Carcinoma in situ of skin and D09 Carcinoma in situ of other and unspecified sites shall not be deemed to be neoplasms in situ;
- 19) **renal failure** – irreversible loss of function of both kidneys (or one, if there is only one), regardless of the cause, necessitating regular renal dialysis or haemodialysis, or leading to organ transplantation;
- 20) **liver failure** – extreme chronic liver failure with permanent jaundice, encephalopathy and ascites. The diagnosis of liver failure must be confirmed by medical records. A condition is chronic when it lasts for at least six months from the date of diagnosis and causes extreme liver failure. Coverage excludes liver failure as a result of infectious disease, such as hepatitis B and C and HIV infection;
- 21) **surgery** – a medically necessary, invasive surgical procedure performed in a hospital under general, regional or local anaesthesia by qualified medi-

- cal personnel, combined with tissue cutting, aimed at curing or reducing the symptoms of disease or injury caused by a personal accident. The term surgery does not include a procedure performed for diagnostic purposes; an endoscopic procedure or a caesarean section; an invasive surgical procedure that does not require at least a two-day hospital stay;
- 22) **plastic surgery** – a surgery aimed at removing disfigurement, mutilation or deformation of the Insured Person's body resulting from a personal accident, recommended by the attending physician as a necessary part of the treatment process;
- 23) **close relative** – the spouse of the Insured Person, ascendant, descendant, sibling of the Insured Person, relative by affinity in the same line or to the same degree, person bound by adoption relationship with the Insured Person and his/her spouse, as well as person being in cohabitation with the Insured Person;
- 24) **hospital stay** – a stay in a hospital or clinic when it lasts continuously for more than 24 hours. The first day of hospital stay shall be the date of admission to the hospital, and the last day – the day of discharge from the hospital;
- 25) **paralysis** – total and permanent loss of mobility of at least two whole limbs, causing the inability to use them. Diagnosis and determination of the permanence of the loss of mobility must demonstrate the continuity and durability of the paralysis for at least 12 consecutive months from the moment of its occurrence;
- 26) **aggrieved party** – any third party to whom the Insured Person is liable under the insurance against third party liability in private life for the loss caused and who is not indicated as an Insured Person under the policy;
- 27) **serious illness** – occurrence and diagnosis, in the Insured Person, during the liability period of one or more of the following diseases:
- a) aplastic anaemia
 - b) Alzheimer's disease;
 - c) Parkinson's disease;
 - d) Crohn's disease resulting in extensive bowel resection;
 - e) Creutzfeldt-Jakob's disease;
 - f) muscular dystrophy;
 - g) malignant neoplastic disease;
 - h) renal failure;
 - i) liver failure;
 - j) limb paralysis;
 - k) organ transplant;
 - l) multiple sclerosis;
- m) loss of sight;
- n) loss of hearing;
- o) type 1 diabetes;
- p) loss of limbs;
- q) loss of speech;
- r) sepsis;
- 28) **work** – activities for which remuneration is normally received that are performed on the basis of an employment contract or a civil law contract or in the context of a business or professional activity conducted by the Insured Person on their own behalf;
- 29) **work at height** – work performed at a height of at least 1 metre above floor or ground level, except where the surface on which you are working:
- a) is shielded on all sides to a height of at least 1.5 m by solid walls or walls with glazed windows,
 - b) is fitted with other fixed structures or devices to protect the worker against falls from a height;
- 30) **high-risk work** – performing:
- a) physical work in coal mining, quarrying, gas, energy, metallurgy industry, in uniformed services;
 - b) work in the shipbuilding industry – in construction and repair of ships,
 - c) work with explosives, radioactive and chemical materials,
 - d) work of divers,
 - e) work at height, underground work;
 - f) work of lifting equipment operators,
 - g) work on high voltage equipment,
 - h) work in the oil industry (oil rigs, oil wells, fuel storage facilities, gas stations);
 - i) work in mountain and water rescue services,
 - j) work of jockeys, racehorse riders, acrobats, stuntmen, animal tamers and other circus professions;
- 31) **organ transplant** – a surgical procedure involving transplantation of: kidneys, heart, lungs, liver or pancreas in order to save the life of the Insured Person;
- 32) **external cause** – event outside the Insured Person's body being the sole cause that led to his injuries. It involves the following factors acting on the body:
- a) mechanical factors that lead to injuries, impacts;
 - b) gravitational factors that lead to falls;
 - c) other factors that lead to burns, poisoning or acoustic injuries. Stress, experiences and pathogenic micro-organisms are not considered external causes;
- 33) **sepsis** – a generalised excessive inflammatory response in the body that results from an infection and causes life-threatening dysfunction of internal organs, including vital organs such as the heart, lungs, kidneys, liver and central nervous system. Compensa is only liable for cases with a bacteriological blood test proven to be of pneumococcal, meningococcal and klebsiella pneumoniae aetiology and caused by persistent organ lesions leading to severe organ dysfunction;
- 34) **extreme sports** – types of sport which involve a higher risk than other sports, usually requiring above-average physical and mental abilities, as well as appropriate preparation;

- 35) **high-risk sports** – types of physical activity with a high probability of accidents for those who practice them. High-risk sports are sports belonging to the following areas: mountaineering, Himalayan mountaineering, underground climbing, rock or ice climbing, bouldering, parkour, canyoning, trekking at an altitude above 2,500 m above sea level, martial arts and sports, defence sports, SCUBA diving and sport SCUBA diving, freediving, rafting, hydrospeed, kiteboarding, zorbing or other mountain river water sports, aviation sports, parachuting, paragliding, hang gliding, gliding, mountainboarding, motorsports, motorboating and also bungee jumping, B.A.S.E. jumping, skiing or snowboarding off the designated routes, biking, including mountain biking, motorbiking and quad biking on the terrain abounding in obstacles (moguls, jump ruts, etc.) or on specially prepared routes (except urban and tourist bicycle paths), professional scooter riding;
- 36) **state after consumption of alcohol** – the state which occurs when:
- a) the blood alcohol content is between 0.2‰ and 0.5‰
or
 - b) the presence of alcohol is from 0.1 mg to 0.25 mg in 1 dm³ of exhaled air.
- 37) **state of intoxication** – a state in which:
- a) the blood alcohol content exceeds 0.5‰ or leads to a concentration exceeding that value
or
 - b) the alcohol content in 1 dm³ of exhaled air exceeds 0.25 mg or leads to a concentration exceeding this value;
- 38) **multiple sclerosis** – an inflammatory disease of the central nervous system caused by demyelinating processes. It manifests itself with focal demyelination, persistent motor or sensory disturbances. It is diagnosed by a neurologist during hospitalisation in the neurology department on the basis of imaging studies and current international diagnostic criteria (McDonald Criteria). Compensa is not liable for the diagnosis of the so-called clinically isolated syndrome (CIS) or for the demyelinating processes on the basis of which multiple sclerosis was not unequivocally diagnosed;
- 39) **sum guaranteed** – the maximum amount which the aggrieved party may receive under insurance against third party liability in private life;
- 40) **sum insured** – the amount stipulated in the insurance contract, constituting the upper limit of Compensa's liability under a specific insurance group or a given type of insurance;
- 41) **personal injury** – bodily injury, a health disorder or death as a result of an insured event;
- 42) **damage to property** – damage, destruction of property as a result of an insured event;
- 43) **hospital** – a healthcare facility providing 24-hour inpatient care for diagnosis and treatment, with the help of a qualified medical and nursing team. The term hospital does not include care homes, hospices, addiction treatment centres, as well as sanatorium, rehabilitation and leisure type hospitals and centres;
- 44) **medical aids** – aids prescribed by a doctor that are necessary to assist in the treatment following a permanent injury. These may include: corsets, prostheses (including complementary, modular, bionic prostheses), orthoses, crutches, stabilisers, braces, corrective eyeglasses and hearing aids, wheelchairs;
- 45) **Benefit** – compensation for personal injury, e.g. payment for an adjudicated permanent injury, damages;
- 46) **Health Impairment Percentage Rate Table** – a list of bodily injuries and the corresponding permanent health impairment percentage rates. The tables are attached to the GTCI;
- 47) **permanent health impairment** – such damage to the body fitness, which causes the impairment of the body functions with no improvement prognosis, as determined by the certifying physician appointed by Compensa on the basis of submitted medical records, and results from a personal accident;
- 48) **Policyholder** – a natural person, legal person, or organisational unit without legal personality that concludes the insurance contract for him/herself or for another person and that is obliged to pay the premium;
- 49) **Insured Person** – a natural person on whose account the Policyholder has entered into the insurance contract;
- 50) **stroke** – a sudden occurrence of brain dysfunction lasting more than 24 hours caused by vascular factors (haemorrhage, thrombus, embolism), causing defect symptoms lasting more than 3 months, and confirmed by imaging tests - CT or MR. Within the meaning of the GTCI, the term stroke does not include a transient ischemic attack (TIA);
- 51) **Beneficiary** – a person entitled to receive a Benefit in case of death of the Insured Person; if the Beneficiary is not indicated, the Benefit is paid to the family members of the deceased in the following order: the spouse, children, parents and other heirs in the order of succession by virtue of statutory law, except for the municipality of the Insured Person's last residence and the Treasury. Under the third party liability insurance, the Beneficiary is the aggrieved person;
- 52) **loss of hearing** – total, permanent and irreversible loss of hearing across the entire range of audible frequencies;
- 53) **loss of sight** – total, permanent and irreversible loss of sight in both eyes or in the one eye that cannot be corrected by corrective lenses or medical treatment such as surgery;
- 54) **professional sports activities** – a form of physical activity undertaken in order to obtain, by way of individual or collective competition, maximum

sports results, consisting in practicing sports by the Insured Person within sports clubs, associations and organisations, including by participating in trainings, camps and training camps. Within the meaning of the GTCI, the term professional sports activities includes also practicing sport for profit;

- 55) **traffic accident** – a personal accident involving the Insured Person caused by the movement of a vehicle, being the direct and exclusive cause of bodily injury, or death of the Insured Person, in which the Insured Person acts as the driver of the vehicle, passenger of the vehicle, pedestrian, cyclist, user of PTDs, scooters, wheelchairs;
- 56) **myocardial infarction** – myocardial necrosis resulting from myocardial ischaemia, showing clinical, electrocardiographic and biochemical signs, which is caused by closure of the coronary vessel lumen;
- 57) **insured event** – an event occurring during the insurance period, which is the direct cause of personal injury or property damage for which Compensa is liable.

PART 2

RIDERS – DETAILED PROVISIONS

Rider No. 1

Benefit in case of the Insured Person's death or inability to live independently due to a personal accident

1. The Rider is part of the insurance contract concluded with the Policyholder. Under this Rider, Compensa is liable for the death or incapacity of the Insured Person resulting from a personal accident.
2. The Benefit payable due to death of the Insured Person shall be paid to the Beneficiary in an amount equal to 100% of the sum insured under the accident insurance.
3. If death occurs as a result of a traffic accident, the Benefit is paid to the Beneficiary in an amount equal to 150% of the sum insured under the accident insurance.
4. The Benefit for the death of the Insured Person and the Benefit for the death of the Insured Person as a result of a traffic accident are not cumulative (only one Benefit is paid).
5. The Benefit in case of death as a result of a personal accident is paid provided it occurred within 24 months of the personal accident.
6. The Benefit payable due to inability to live independently shall be paid in an amount equal to 100% of the sum insured under the accident insurance, provided that this inability:
 - 1) has been confirmed by a doctor;
 - 2) began during the insurance period and lasted at least 6 months.
7. If the Insured Person has received a Benefit under incapacity to live independently following a personal accident and subsequently died as a result of that accident, the death Benefit shall not be paid unless the death occurred as a result of a traffic accident. In the event of the death of the Insured Person as a result of a traffic accident, a Benefit of 50% of the sum insured under personal accident shall be paid.
8. In addition to the Benefit for the death of the Insured Person as a result of a personal accident, Compensa shall additionally reimburse the Beneficiary for the funeral expenses of the Insured Person.

The Benefit for funeral expenses is paid to the Beneficiary provided that the death was caused by a personal accident. Compensa also considers the costs of transporting the body in Poland to the place of burial as funeral expenses.
9. Funeral expenses shall be reimbursed up to PLN 8,000.
10. Compensation for the funeral expenses of the Insured Person shall be paid over and above the sum insured in the event of death as a result of a personal accident.

Determination of the amount of the Benefit

11. The Benefit for incapacity to live independently shall be paid on the basis of medical records and the medical examiner's certificate of total incapacity to live independently confirming the Insured Person's total and irreversible inability to perform the activities of daily living without the assistance of another person.
12. The Benefit for the death of the Insured Person shall be paid on the basis of a copy of the death certificate, a copy of the death certificate stating the cause of death or a copy of any other document in which a doctor or an authorised body states the cause of death.
13. The death Benefit or compensation is paid to the Beneficiary named in the insurance contract.
14. In the absence of the Beneficiary, the person applying for payment of the Benefit shall also submit a copy of the document confirming their family relationship with the Insured Person (e.g. confirmation of the acquisition of inheritance in statutory succession), certified as a true copy of the original.
15. The type and amount of the Benefit or compensation shall be paid once a causal link between the event and death or incapacity to live independently, respectively, has been established.
16. The causal link is established by Compensa on the basis of the evidence received.

Rider No. 2

Accident insurance

1. The Rider is part of the insurance contract concluded with the Policyholder. On the basis of this rider, Compensa is liable for the consequences of accidents (including the consequences of stroke and myocardial infarction).
2. **Benefit in case of permanent health impairment resulting from a personal accident**
 - 2.1. The Benefit for permanent health impairment resulting from a personal accident shall be paid in the amount of 1% of the sum insured for each percentage of permanent health impairment, but not more than 100% of this sum insured;
 - 2.2. The Benefit for permanent health impairment shall be determined after the degree of permanent health impairment has been determined by a medical examiner appointed by Compensa.
 - 2.3. The degree of permanent health impairment shall be determined based on the presented medical records and the Table of health impairment percentage standards applicable at Compensa on the date of conclusion of the insurance contract, without the need to examine the Insured Person by the certifying physician, subject to item 2.4.
 - 2.4. Should it be impossible to establish the degree of permanent health impairment based on the presented medical records, such a degree shall be determined by Compensa on the basis of

examinations performed by a certifying physician appointed by Compensa.

- 2.5. The type and amount of Benefits shall be determined after establishing a causal link between personal accident, respectively, and permanent health impairment or death of the Insured Person.
- 2.6. The causal link referred to in item 2.5 shall be established on the basis of evidence provided by the Insured Person and on the basis of the results of the examinations referred to in item 2.4.
- 2.7. Compensa reserves the right to verify the submitted documents and to consult medical specialists.
- 2.8. The degree of the permanent health impairment shall be determined immediately after the completion of treatment, including, where applicable, rehabilitation treatment. If the treatment is prolonged, the final degree of permanent health impairment should be established not later than 12 months from the date of the accident.
- 2.9. When determining the degree of permanent health impairment, the type of work and other activities performed by the Insured Person shall not be taken into account.
- 2.10. When determining the degree of permanent health impairment, the previous loss of or damage to an organ or organ system is taken into account in such a way that the degree of permanent health impairment is determined in the amount of the difference between the degree appropriate for a given organ, or organ system, after the accident and the degree of impairment existing before the accident.
- 2.11. If the Insured Person who had suffered a personal accident died prior to the determination of the degree of permanent health impairment, and the death was not the consequence of such an accident, the Benefit shall be determined according to the presumed degree of permanent health impairment, expressed as a percentage rate, determined by the certifying physician appointed by Compensa.
- 2.12. If the Insured Person received the Benefit for health impairment and then died as a result of this accident, the death Benefit shall be paid if it is higher than the Benefit paid to the Insured Person for health impairment, taking

into account the amount previously paid. The Benefit shall be payable provided that death occurred within 12 months of the date of the accident.

- 2.13. If the Insured Person died after the degree of permanent health impairment had been determined, and there is no causal relationship between the death and the accident, the Benefit for permanent health impairment which has not been paid before the death of the Insured Person shall be paid to the heirs of the Insured Person.
- 2.14. The Benefit for permanent health impairment can be extended to include a progressive Benefit.

In the case of such an extension, the amount of the Benefit for permanent health impairment shall be determined by multiplying the sum insured specified in the contract, the percentage of health impairment suffered, the sum insured and the progression factor in accordance with the following:

The progression coefficient is:

- 1.0 – when the percentage of permanent health impairment is 1 - 25%,
 - 1.5 – when the percentage of permanent health impairment is 26 - 50%,
 - 2.0 – when the percentage of permanent health impairment is 51 - 65%,
 - 2.5 – when the percentage of permanent health impairment is 66 - 80%,
 - 3.0 – when the percentage of permanent health impairment exceeds 80%.
- 2.15. If the Insured Person suffers an injury as a result of a personal accident in the form of a bone fracture, burns, frostbite, concussion or contusion of the brain, the amount of the Benefit is determined in accordance with the provisions of par. 3, subject to the provisions of par. 3 (3.2.).

3. Benefit for bone fracture, burns, frostbite, concussion or contusion of the brain as a result of a personal accident

- 3.1. The Benefit for bone fracture, burns, frostbite, concussion or contusion of the brain as a result of a personal accident is paid in the amount of a percentage of the sum insured for a given injury specified in the table below, but not more than 100% of such sum insured.

Type of injury	Percentage of impairment	
	Right (dominant)	Left
FRACTURES		
Fracture of a skullcap bone	2%	
Fracture of the skull base bone	10%	
Fracture of jaw or mandible bones	7%	

Fractures of nose bones	4%	
Rib fracture	for each 2%, maximum – 10%	
Sternal fracture	3%	
Fracture of the scapula, clavicle	5%	4%
Fracture of the humerus	10%	8%
Fractures in the forearm bones	6%	5%
Fractures in carpal and metacarpal area	6%	5%
Fractures of the phalanges of the thumb and index finger	3%	2%
Fractures of the phalanges of the middle, ring and little finger (per finger)	2%	1%
Pelvic fractures, unstable	15%	
Pelvic fractures, stable	6%	
Fractures of the femur	15%	
Fractures of lower leg bones (tibia or tibia and fibula)	12%	
Fractures of the fibula	3%	
Fractures of the patella	5%	
Fracture in the ankle joint area	5%	
Fractures within the foot (excluding toes)	3%	
Big toe fractures	2%	
Toe fractures (per toe)	1%	
Vertebral fractures without neurological symptoms (per each)	7%	
Fractures of the spine – arches, transverse processes, spinous processes (per each)	2%	
Fractures within the coccyx	5%	
BRAIN INJURY		
Concussion of the brain with confirmed amnesia or loss of consciousness, without hospitalisation	1%	
Concussion of the brain – hospitalisation 1-2 days	2%	
Concussion of the brain – hospitalisation for more than 2 days	4%	
Contusion of the brain	10%	
BURNS, FROSTBITE		
2 nd degree burn to 1-2% of total body surface area (TBSA)	1%	
2 nd degree burn to 3-14% of total body surface area (TBSA)	5%	
2 nd degree burn to 15-30% of total body surface area (TBSA)	10%	
2 nd degree burn to more than 30% of total body surface area (TBSA)	20%	
3 rd degree burn to 1-2% of total body surface area (TBSA)	2%	
3 rd degree burn to 3-10% of total body surface area (TBSA)	6%	
3 rd degree burn to 11-30% of total body surface area (TBSA)	15%	
3 rd degree burn to more than 30% of total body surface area (TBSA)	25%	

Respiratory tract burn treated in hospital	25%
2 nd or 3 rd degree frostbite in one finger or toe	1%
2 nd or 3 rd degree frostbite in more than one finger or toe	3%
2 nd or 3 rd degree frostbite of the nose or auricle	3%

3.2. If an injury not included in the Table above occurs as a result of a personal accident, Compensa shall assess the permanent health impairment resulting from the injury in accordance with par. 2 of this section.

3.3. In the case of injuries of the upper limbs in left-handed persons, the percentage rate of the injury is determined by assuming the left-hand percentage rates for right-hand injury and the right hand percentage rates for left-hand injury.

3.4. The provisions of par. 2 shall apply accordingly.

4. Reimbursement of documented costs of purchasing medical aids.

Reimbursement of the costs of purchasing medical aids is made on the basis of the original bills provided, on condition that the purchase of these medical aids was necessary from a medical point of view, recommended by a physician and related to the insured accident, and the costs of their purchase were not covered by social insurance or by other title and were incurred only in the territory of the Republic of Poland within a period not longer than 12 months from the accident.

Reimbursement of documented costs of purchasing medical aids shall be made up to 30% of the sum insured under the personal accident insurance for one and all events occurring during the liability period, not more than PLN 10,000.

5. Reimbursement of the documented costs of vocational training for disabled persons

The costs of vocational training for the disabled are reimbursed provided that a certificate of total incapacity for work in the profession and the purposefulness of the vocational training issued by a certifying physician from the Social Insurance Institution (ZUS) are presented. Total incapacity for work is considered to be incapacity for work in accordance with the qualifications and the profession performed at the time of the accident. The costs of vocational training for the disabled are reimbursed on the basis of the original bills provided, on condition that they were incurred in the territory of the Republic of Poland within a period not longer than 24 months from the accident.

Reimbursement of the documented costs of vocational training for disabled persons shall be made up to 30% of the sum insured under the personal accident insurance for one and all events occurring during the liability period, not more than PLN 10,000.

6. Compensation for non-material damage suffered

Compensation for non-material damage suffered shall be paid to the Insured Person who, as a result of a personal accident covered by protection, suffered a permanent health impairment with a rating of more than 15% and received due Benefit on this account. Compensation is paid in the form of a one-off Benefit in the amount of 5% of the Benefit paid for permanent health impairment.

7. Costs of wheelchair purchase

Compensa shall reimburse the Insured Person for the cost of purchasing a wheelchair, if its purchase was necessary from a medical point of view, recommended by a physician and related to a personal accident covered by insurance, and the costs of its purchase were not covered by social insurance or by other title and were incurred only in the territory of the Republic of Poland. The costs are reimbursed on the basis of bills or invoices.

Costs are reimbursed up to PLN 10,000 for one and all events during the period of liability.

Reimbursement shall be made on the condition that they have not been reimbursed by the National Health Fund or for any other reason. In the event of partial reimbursement of the purchase of a wheelchair, Compensa shall only cover those costs which have not been reimbursed by the National Health Fund or for any other reason.

8. Reimbursement of the costs of adapting a car, the interior of a flat or a dwelling house to the needs of a disabled person

Compensa shall reimburse the Insured Person for the costs of adapting a car, the interior of a flat or a dwelling house resulting from the need to adapt to the needs of a disabled person. The costs are reimbursed on the basis of bills or invoices, provided that the Insured Person is entitled to a Benefit for permanent health impairment.

Reimbursement applies to the cost of remodeling a bathroom or kitchen, widening the door to a flat or dwelling house and removing thresholds in doors and installing auxiliary handles. If the car is adapted, Compensa shall reimburse the Insured Person for the installation of its improvements and technical adaptations.

These costs shall be reimbursed if:

- a) they are related to the Insured Person's permanent disability, which has been declared by the Social Insurance Institution (ZUS) medical examiner to have occurred as a result of a permanent health impairment;
- b) they were not covered under social insurance or any other title (as subsidy);
- c) they were borne exclusively in Poland.

Reimbursement of the costs of adapting a car, the interior of a flat or a dwelling house to the needs of a disabled person is made up to PLN 15,000 for one and all events occurring during the period of liability.

9. Reimbursement of the cost of renting a dormitory room or flat/room

Compensa shall pay the costs of renting a dormitory room or flat/room from a private person, institution if, as a result of a personal accident, the Insured Person is temporarily unable to work.

The costs shall be covered for a maximum period of 90 days, provided that the personal accident has caused the Insured Person's incapacity for work, confirmed by sick leave, for a continuous period of at least 30 days. The costs of renting a dormitory room or flat/room shall be reimbursed up to the limit indicated in the insurance document on the basis of the rental agreement and any utility bills, provided that the Insured Person is entitled to a Benefit for permanent health impairment.

The costs shall be covered for each month in which the Insured Person was on sick leave and the date of payment for the rent fell within the period of incapacity for work.

If the flat is rented with other persons, Compensa shall only cover the costs incurred by the Insured Person.

10. Reimbursement of gym or swimming pool passes

Compensa shall pay the costs of a gym or swimming pool pass to the Insured Person, provided that, as a result of the personal accident, the Insured Person has been on sick leave for a period of at least 30 days and has not used the sports facility as part of the contract.

The costs shall be reimbursed on a pro rata basis for the unused period of the pass, but no longer than for a period of 11 months and provided that the Insured Person cannot suspend the pass or terminate the contract with the service provider.

The costs shall be reimbursed up to the amount of the costs incurred, but no more than PLN 300 per month and no longer than until the end of the treatment. The costs shall be reimbursed on the basis of the medical records of the treatment received and the contract concluded with the service provider, together with confirmation of payment.

11. If the total amount of the Benefits under Rider No. 2 exceeds the sum insured under personal accident insurance for the same event, the Benefit for permanent health impairment shall be paid first.

12. The Benefits under Rider No. 2 shall be paid in the order in which the claims are submitted, and the costs shall be reimbursed in the order in which the documents confirming that such costs have been incurred are received by Compensa.

Rider No. 3

Benefit for reimbursement of costs of treatment related to personal accidents

1. The Rider is part of the insurance contract concluded with the Policyholder. On the basis of this rider, Compensa shall pay the documented costs of medical treatment for the consequences of personal accidents covered by insurance.

Sum insured

2. The sum insured for the costs of medical treatment shall be indicated in the insurance document and shall be the sum insured for one and all events occurring during Compensa's period of liability.

3. The sum insured shall apply to each Insured Person.

4. In the event of payment of compensation for the costs of medical treatment arising from personal accidents, the sum insured shall be reduced by any compensation paid on this account.

5. The sub-limit relating to the costs of the reconstruction of teeth damaged as a result of an accident is PLN 2,000 per tooth.

6. The sub-limit for the costs of diagnostic tests, endoscopic procedures and costs of improvement treatment (rehabilitation) as a result of a personal accident shall be 50% of the sum insured for the costs of treatment of the consequences of personal accidents as indicated in the contract.

Determination of the amount of the Benefit

7. The determination of the legitimacy and amount of compensation or Benefit for reimbursement of medical expenses shall be made on the basis of the following evidence and documents submitted by the Insured Person or a person authorised to receive Benefits in this regard:

1) proof of the necessity to undergo treatment in connection with a personal accident, including the diagnosis (medical diagnosis);

2) original bills and proofs of payment of fees for hospitalisation, medical assistance provided, medical transportation and for purchased medicines, dressings and medical aids or rehabilitation treatment,

3) in the case of rehabilitation, a detailed specification of the treatments carried out,

4) original receipts for payment of other insured expenses.

8. Documents constituting proof of expenses incurred in connection with the provision of medical assistance to the Insured Person shall include the following information:

1) name and surname of the Insured Person;

2) contact details of the medical facility providing assistance (a pharmacy is also considered such facility);

3) the signature of a physician or a person authorised to represent the medical facility.

9. Compensa shall reimburse the documented costs of treatment of accidents, if these costs were not covered by social insurance or otherwise, the treatment was necessary from the medical point of view and provided that the costs were incurred in the territory of the Republic of Poland in a period not longer than 12 months from the date of the event.
10. The Benefit for covering the treatment costs related to personal accidents is paid provided that there is liability under the concluded accident insurance contract.
9. In the event of hospital treatment, the daily allowance for incapacity for work, study is paid from the date of termination of hospitalisation, but not earlier than from the 14th day of treatment.
10. The daily allowance for incapacity for work, study resulting from a single event is paid for a period not exceeding 90 days.
11. The Insured Person is entitled to a daily allowance for each period of incapacity for work, study during the insurance period, until the sum insured specified in this Rider is exhausted.

Rider No. 4

Daily allowance for incapacity for work (including internship) and/or study

1. The Rider is part of the insurance contract concluded with the Policyholder. Under this rider, cover is extended to include a daily allowance for incapacity to perform work (including internship) and/or study.
2. The daily allowance is paid to the Insured Person for a documented period of incapacity to work and/or study due to a covered accident.

Sum insured

3. The sum insured for the daily allowance for incapacity for work, study shall be indicated in the insurance document and shall be the sum insured for one and all events occurring during Compensa's period of liability.
4. The sum insured for the daily allowance for incapacity for work, study shall be reduced by each Benefit payment.

Exclusions of liability

5. If the Insured Person performs the activities specified in the insurance contract during the period for which the Insured Person is entitled to a daily allowance for incapacity for work, study, or if the Insured Person uses the sick leave in a manner inconsistent with the purpose of the sick leave, the Insured Person shall lose the right to this Benefit.
6. The daily allowance for incapacity for work, study shall be paid only provided that there is no entitlement to allowance for hospitalisation for this period, in accordance with Rider No. 5.

Determination of the amount of the Benefit

7. Determination of the legitimacy and amount of the daily allowance shall be made on the basis of evidence confirming incapacity for work, study due to a personal accident, including a medical diagnosis and specifying the time of actual incapacity for work, study. Such evidence shall include, in particular, a certificate issued by a physician and a copy of the sick leave certificate confirming incapacity for work, study, together with the employer's or university's statement confirming the Insured Person's absence at work/courses.
8. The daily allowance for incapacity for work, study is paid from the 14th day of treatment in the amount of 1% of the sum insured for incapacity for work, study, subject to par. 10.

Rider No. 5

Daily allowance for hospitalisation following a personal accident

1. The Rider is part of the insurance contract concluded with the Policyholder. Under this rider, cover is extended to include a daily allowance for hospitalisation following a personal accident.
2. The daily allowance is paid to the Insured Person for the documented period of hospitalisation in connection with a covered accident.

Sum insured

3. The sum insured for the daily allowance for hospitalisation shall be indicated in the insurance document and shall be the sum insured for one and all events occurring during Compensa's period of liability.
4. The sum insured for the daily allowance for hospitalisation shall be reduced by each Benefit payment.

Determination of the amount of the Benefit

5. Determination of the legitimacy and amount of the daily allowance shall be made on the basis of evidence confirming the necessity to undergo hospital treatment due to an accident, including a medical diagnosis and specifying the time of actual hospitalisation. A hospital discharge report shall constitute such evidence, in particular.
6. The daily allowance for hospitalisation is paid in the amount of 1% of the sum insured with regard to hospitalisation, subject to par. 9.
7. The daily allowance for hospitalisation is paid from the first day of hospitalisation.
8. The daily allowance for hospitalisation may be paid for more than one hospitalisation during the insurance period, provided that each of these hospitalisations resulted from an accident covered by insurance and lasted at least 24 hours, until the sum insured for hospitalisation is exhausted.
9. The daily allowance for hospitalisation resulting from the same accident is paid for a maximum of 180 days.

Rider No. 6

Daily allowance for hospitalisation following an illness

1. The Rider is part of the insurance contract concluded with the Policyholder. Under this rider, cover

is extended to include a daily allowance for hospitalisation following an illness.

2. The daily allowance is paid to the Insured Person for the documented period of hospitalisation in connection with an illness.

Sum insured

3. The sum insured for the daily allowance for hospitalisation shall be indicated in the insurance document and shall be the sum insured for one and all events occurring during Compensa's period of liability.
4. The sum insured for the daily allowance for hospitalisation shall be reduced by each Benefit payment.

Exclusions of liability

5. A hospitalisation Benefit as a result of an illness shall be excluded from cover if the hospitalisation has taken place:
 - 1) as a result of illnesses existing before the start of liability or injuries sustained before taking out insurance;
 - 2) as a result of a chronic illness treated or diagnosed before the insurance contract was taken out;
 - 3) as a result of an illness related to alcohol abuse;
 - 4) in connection with confinement, childbirth, pregnancy pathology or termination of pregnancy;
 - 5) due to AIDS or HIV infection;
 - 6) as a result of congenital defects and resulting diseases;
 - 7) in connection with mental disorders, behavioural disorders or as a result of conditions resulting from psychoactive substance addiction or disease of the nervous system diagnosed or treated in the Insured Person;
 - 8) in connection with diagnostics or investigations that do not result from the illness;
 - 9) in connection with organ procurement or transplantation;
 - 10) as a result of bodily injury caused by treatment or medical procedures, regardless of who they were performed by, unless the performance of medical procedures related to the direct consequences of the insured accident;
 - 11) in connection with discopathy and osteoarthritis of the spine;
6. The insurance does not cover the hospitalisation Benefit if the hospitalisation involved plastic or cosmetic surgery, unless the plastic surgery was related to a covered accident and recommended as a necessary part of the treatment process.
 7. If the Insured Person will be on furlough, no hospital Benefit will be payable for this period.

Determination of the amount of the Benefit

8. Determination of the legitimacy and amount of the daily allowance shall be made on the basis

of evidence confirming the necessity to undergo hospital treatment due to an accident, including a medical diagnosis and specifying the time of actual hospitalisation. A hospital discharge report shall constitute such evidence, in particular.

9. The daily allowance for hospitalisation is paid in the amount of 1% of the sum insured indicated for this Benefit if the Insured Person has been referred for treatment in hospital in connection with an illness that was diagnosed during the insurance period.
10. The daily allowance for hospitalisation is paid:
 - 1) from the 5th day of hospitalisation, in the case of a first stay due to a diagnosed illness,
 - 2) from the 1st day of hospitalisation - in the case of a second or subsequent stay in connection with the same illness.
11. The daily allowance for hospitalisation as a result of an illness may be paid for more than one hospitalisation during the insurance period, provided that each of these hospitalisations was related to an illness covered by insurance, until the sum insured for hospitalisation is exhausted.
12. The daily allowance for hospitalisation as a result of an illness is paid for a maximum of 90 days.

Rider No. 7

Benefit in case of death due to a personal accident of the legal representative or of a person who has dependants of the Insured Person aged 26 or less

1. Under this rider, Compensa shall be liable for death due to a personal accident of the legal representative or of a person who has dependants of the Insured Person aged 26 or less.
2. Within the meaning of this Rider, death as a result of a stroke, myocardial infarction shall not be deemed to be an accident.

Sum insured

3. The sum insured in case of death due to a personal accident of the legal representative or of a person who has dependants of the Insured Person aged 26 or less amounts to PLN 3,000.
4. After the payment of the Benefit, the sum insured under this Rider shall be exhausted.

Determination of the amount of the Benefit

5. The Benefit in case of death due to a personal accident of the legal representative or of a person who has dependants of the Insured Person aged 26 or less is paid to the Insured Person in the amount of 100% of the sum insured for personal accidents.
6. The Benefit is paid to the Insured Person provided that the death of the legal representative or a person who has dependants up to the age of 26 occurred no later than 24 months from the date of the personal accident.
7. The Benefit shall be paid to the Insured Person or the person in charge of the Insured Person on the basis of a copy of the death certificate, a copy of

the death certificate stating the cause of death or a copy of any other document in which a doctor or an authorised body states the cause of death.

Rider No. 8

Benefit in case of a serious illness

1. The Rider is part of the insurance contract concluded with the Policyholder. Under this rider, cover is extended to include the payment of an additional one-off lump sum Benefit for the Insured Person's serious illness.
2. Insurance shall cover the Insured Person's health.
3. The Benefit for the Insured Person's serious illness is paid provided that the first symptoms occurred during the period of Compensa's liability and that the serious illness was diagnosed during this period.

Sum insured

4. The sum insured for the Insured Person's serious illness is stated in the insurance document.
5. The sum insured for the serious illness shall be the sum insured for one and all events occurring during Compensa's period of liability and shall apply to every Insured Person.

Exclusions of liability

6. Compensa shall not be liable for serious illnesses that result from:
 - 1) abuse of alcohol, drugs or other agents that affect the central nervous system;
 - 2) congenital defects and diseases;
 - 3) HIV infection or AIDS;
 - 4) subjecting oneself to medical experiments or treatments outside the control of a medical practitioner and failing to comply with medical advice.

Determination of the amount of the Benefit

7. The Benefit for the Insured Person's serious illness is paid once, regardless of the number of insured events. After the payment of the Benefit, the sum insured shall be exhausted.
8. Compensa's liability for serious illness starts after the expiry of a grace period of 60 days from the date of conclusion of the insurance contract. The grace period does not apply in the event of continuation of insurance, and the continuation of insurance shall be deemed to be the conclusion of an insurance contract including this Rider for the next insurance period, with continuity of insurance cover.
9. The Benefit shall be paid on the basis of medical documentation confirming that the serious illness was diagnosed in the Insured Person for the first time during the insurance period.

Rider No. 9

Compensation for pain suffered as a result of an accident

1. The Rider is part of the insurance contract concluded with the Policyholder. Under this rider, cover shall be extended to include payment of an addi-

tional, one-off, compensation Benefit for pain suffered by the Insured Person as a result of a covered accident.

2. Compensation for the pain suffered shall be paid to the Insured Person provided that the Insured Person required hospitalisation as a result of the accident and was hospitalised for at least 24 hours.
3. Within the meaning of this Rider, personal accident means a sudden event arising during the period of the liability of Compensa, which is caused by an external factor and as a result of which the Insured Person, against their will, has suffered bodily injury or health impairment not resulting in permanent health impairment. Stroke and myocardial infarction are not considered accidents.
4. Compensation for the pain suffered shall be paid to the Insured Person provided that the Insured Person required hospitalisation as a result of the accident and was hospitalised for at least 24 hours.

Sum insured

5. The sum insured with regard to compensation for pain suffered by the Insured Person as a result of an accident is 2% of the sum insured under personal accident insurance.
6. The sum insured is the sum for one and all events occurring during the period of Compensa's liability. After the payment of the Benefit for compensation for the pain suffered by the Insured Person as a result of the accident, the sum insured under this Rider shall be exhausted.

Determination of the amount of the Benefit

7. Determination of the legitimacy and amount of payment of compensation for pain shall be made on the basis of evidence confirming the necessity to undergo hospital treatment due to an accident, including a medical diagnosis and specifying the time of actual hospitalisation. A hospital discharge report shall constitute such evidence, in particular.

Rider No. 10

Third party liability insurance in private life

1. This Rider is part of the insurance contract concluded with the Policyholder. Coverage is extended to include third party liability in private life.
2. Coverage is provided for tort liability for damage caused by the Insured Person and persons for whom the Insured Person is liable for damage during the insurance period in connection with the performance of activities of private life anywhere in the world.
3. Compensa is liable for damages to property and bodily injuries caused to third parties.
4. In addition to the payment of the due compensation, within the sum guaranteed specified in the contract, Compensa also covers:
 - 1) justified and necessary costs of actions aimed at mitigating the damage or preventing it from deteriorating, even if they prove ineffective;

- 2) costs of experts appointed in agreement with Compensa to determine the circumstances or extent of the loss;
- 3) costs of legal defence in proceedings conducted at the request of or with the consent of Compensa.
5. The scope of insurance does not cover losses caused in connection with amateur winter sports activities, competitive sports, extreme sports or high-risk sports.
6. The Benefit under third party liability insurance is paid up to the sum guaranteed referred to in par. 7.
- 11) resulting from the transmission of infectious diseases and HIV, and in relation to pets under the care of the Insured Person - infectious diseases;
- 12) resulting from the possession of firearms and participation in hunting;
- 13) resulting from construction works, which is understood as carrying out construction works consisting in the reconstruction, outward extension, upward extension or renovation of a residential building or permanent interior elements, requiring a building permit within the meaning of the construction law or notification to the competent authority;
- 14) caused in the natural environment, occurred directly or indirectly as a result of emission, leakage, release or any other form of getting into the air, soil and water of any hazardous substances.

Sum guaranteed

7. The sum guaranteed under third party liability insurance is, depending on the Policyholder's choice, PLN 50,000 or PLN 100,000 for one and all insured events.
8. The sum guaranteed referred to in par. 1 shall be reduced by each amount of the Benefit or compensation paid, which the Insured Person has the obligation to pay to the aggrieved party.
9. The costs referred to in par. 4 shall be credited towards the sum guaranteed.

Exclusions of liability

10. Compensa shall not be liable for losses:
 - 1) caused intentionally or due to gross negligence;
 - 2) caused to related persons;
 - 3) caused under the influence of alcohol, drugs, psychotropic drugs or other similar agents, unless the use of alcohol, drugs, psychotropic drugs or other similar agents did not affect the occurrence of the event covered by insurance;
 - 4) resulting from practicing the profession or conducting the economic activity;
 - 5) caused in connection with the operation, use, possession of motor vehicles, aircraft and ships;
 - 6) covered by the compulsory insurance scheme – also in a situation when the Insured Person has not fulfilled the insurance obligation;
 - 7) resulting from the breach by the Insured Person or persons in respect of whom the Insured Person bears liability, of another person's personal rights or intangible rights in connection with the performance of private life activities;
 - 8) consisting in payment of any kind of financial penalties, court or administrative fines, contractual amounts (including down payments and compensation for withdrawal from the contract) and public law liabilities;
 - 9) involving destruction, damage or loss of monetary values, securities, documents, data carriers, plans, jewellery, precious metals, collections, works of art, as well as any payment cards issued by banks;
 - 10) in movable property used by the Insured Person on the basis of a rental, sublet, lease, lending, use or other civil law contract;

Rider No. 11

Third party liability insurance in connection with the participation of the Insured Person in apprenticeship, internship, vocational courses or training

1. This Rider is part of the insurance contract concluded with the Policyholder. Insurance cover is extended to include liability in connection with the Insured Person's participation in apprenticeships, internships, vocational courses and/or training, including during medical training.
2. The insurance covers the statutory third party liability of the Insured Person (due to a tort or improper performance of an obligation) for personal injury and damage to property caused by unintentional fault or as a result of gross negligence to third parties in connection with the Insured Person's participation in apprenticeship, internship, vocational courses and/or training.
3. For the purposes of this rider, the employer or the provider of vocational courses and/or training shall be considered a third party.
4. The insurance also covers the Insured Person's liability for material damage to property entrusted for the purpose of apprenticeship, internships and/or training.
5. Claims for lost profits or other losses resulting from an accident are covered by insurance protection as long as the personal injury or material loss is subject to insurance protection under the GTCI.
6. The insurance covers any insured accidents which occurred in the insurance period, however, the liability of Compensa applies in cases where the associated claims have been lodged prior to expiry of the limitation period.
7. All losses resulting from the same cause, e.g. the same design, construction, production or information error, or in the case of delivery of products having the same defect (concurrent faults), regardless of the date of their emergence, shall be treated as a single insured accident, and the date of its occurrence shall be, for the purpose of determination of liability of Compensa, the date of occurrence of the first of these losses.

8. The insurance covers all damages in the series, provided that the first of these occurred in the insurance period. In such a case, all damage in the series shall be covered by the insurance, even if they occurred after the insurance period had expired.
9. In the case of any doubts with regard to the time of occurrence of personal injury, it is assumed to be the date on which the injured party consulted a doctor for the first time in connection with the symptoms subject to the claim.
10. The territorial scope of insurance provided under this Rider shall extend to all countries in the world, except the USA and Canada and their dependent territories.
11. In addition to the payment of the due compensation, within the sum guaranteed specified in the contract, Compensa also covers:
 - a) justified and necessary costs of actions aimed at mitigating the damage or preventing it from deteriorating, even if they prove ineffective;
 - b) costs of experts appointed in agreement with Compensa to determine the circumstances or extent of the loss;
 - c) costs of legal defence in proceedings conducted at the request of or with the consent of Compensa.

Sum guaranteed

12. The sum guaranteed under third party liability insurance is, depending on the Policyholder's choice, PLN 10,000, PLN 25,000, PLN 50,000 or PLN 100,000.
13. The sum guaranteed shall constitute the upper limit of Compensa's liability in respect of any one and all accidents during the insurance period, including all losses and costs paid under it.
14. The sum guaranteed referred to in par. 12 shall be reduced by each amount of the Benefit or compensation paid, which the Insured Person has the obligation to pay to the aggrieved party.
15. The costs referred to in par. 11 shall be credited towards the sum guaranteed.

Deductible

16. The amount of the deductible is PLN 500.
17. The deductible reduces the compensation paid in each case.

Compensa shall not be liable for losses:

18. Compensa shall not be liable for losses:
 - 1) caused intentionally;
 - 2) caused to related persons;
 - 3) caused under the influence of alcohol, drugs, psychotropic drugs or other similar agents, unless the use of alcohol, drugs, psychotropic drugs or other similar agents did not affect the occurrence of the event covered by insurance;
 - 4) covered by the compulsory insurance scheme – also in a situation when the Insured Person has not fulfilled the insurance obligation;
- 5) resulting from the breach by the Insured Person of another person's personal rights or intangible rights consisting in payment of any kind of financial penalties, court or administrative fines, contractual amounts (including down payments and compensation for withdrawal from the contract) and public law liabilities;
- 6) involving destruction, damage or loss of monetary values, securities, documents, data carriers, plans, jewellery, precious metals, collections, works of art, as well as any payment cards issued by banks;
- 7) resulting from the transmission of infectious diseases and HIV, and in relation to pets under the care of the Insured Person - infectious diseases;
- 8) caused in the natural environment, occurred directly or indirectly as a result of emission, leakage, release or any other form of getting into the air, soil and water of any hazardous substances;
- 9) resulting from misleading advertising or announcements;
- 10) caused by all kinds of computer viruses and any other software that interfere with the operation of any software or electronic devices;
- 11) in items of scientific or artistic value, antiques, and collector's items;
- 12) caused by normal wear and tear or use of an item in a manner which is inconsistent with its intended purpose or the user manual provided by the manufacturer;
- 13) in glass, terracotta, ceramic or plastic products;
- 14) in vehicles, motorcycles, or vehicle equipment, as well as items left in vehicles;
- 15) in movable property under the care, supervision or control of the Insured Person, which occurred as a result of damage to, or destruction or loss of, such property due to breaking and entering or robbery;
- 16) damage caused by the Insured Person who is suspended or prohibited from the pursuit of his or her profession;
- 17) damage caused in connection with the performance of administrative tasks by the Insured Person;
- 18) damage resulting from professional acts or omissions occurring prior to the start date;
- 19) damage caused to the staff of the same organisational unit or persons who perform professional or research activities in that unit, even if they are not staff of the unit;
- 20) damage caused by the Insured Person to his or her employer;
- 21) damage resulting from failure to meet the dates set for the provision of medical services;
- 22) arising from damaging of the genetic code;
- 23) damage resulting from a specific result of a procedure or treatment not having been achieved, unless this results from the nature of the professional activities performed by the Insured Person;

- 24) damage resulting from the use of experimental treatment or rehabilitation methods without the consent of the patient (or a person authorised to give such consent on behalf of the patient) or without the required approvals for the design of a given experiment;
- 25) damage caused as a result of plastic surgery or cosmetic procedures, unless the procedures are performed to eliminate a local condition or the consequences of injuries caused by an accident;
19. In the case of extending the insurance cover to include losses not resulting from damage to property or personal injury (pure property damages), the insurance does not cover also the liability for losses:
- 1) resulting from responsibility for products and services performed;
 - 2) caused by regular emissions (e.g. noise, smell, vibrations);
 - 3) caused in connection with an activity in the field of design, consulting, supervision of construction or assembly, consisting in particular in control or issuing of opinions;
 - 4) resulting from activities associated with financial, credit, insurance or leasing transactions in trade of real estate;
 - 5) resulting from cash register keeping and any payments, abuse of trust or misappropriation;
 - 6) resulting from loss of money, passbooks, documents, and securities;
 - 7) resulting from a failure to meet deadlines, preliminary cost estimates, and other cost estimates;
 - 8) resulting from software errors, defective software installation, rationalisation, automation;
 - 9) resulting from infringement of copyright and licence rights, industrial property law, unfair competition law, and antitrust law;
 - 10) resulting from advertising activity;
 - 11) associated with employment relationship or employment based on a civil law contract, including in violation of employee rights;
 - 12) arising in connection with the performance of the function of a member of the governing bodies in a limited company;
 - 13) arising in connection with agency and organisation of travel and tourism;
 - 14) associated with failure to supply energy;
 - 15) associated with the necessity to pay contractual and other penalties;
 - 16) arising as a result of providing advice, recommendations or instructions to entities affiliated by capital, as well as caused by mistakes in supervisory tasks or failure to perform supervisory tasks in relation to these entities.

Rider No. 12

Insurance for the costs of treatment resulting from occupational exposure to infectious material and Benefit for viral infection following occupational exposure to infectious material

1. The Rider is part of the insurance contract concluded with the Policyholder. Under this rider, Compensa covers documented treatment costs incurred as a result of occupational exposure to infectious material and a one-off Benefit in the event of permanent infection with HIV or HBV, HCV, HDV.
2. The insurance covers:
 - a) reimbursement of the costs of medical consultations and tests for HIV, HBV, HCV, HDV.
 - b) reimbursement of the costs of antiretroviral treatment,
 - c) a one-off Benefit in the event of permanent infection with HIV or HBV, HCV, HDV.

Definitions

3. Terms used in this Rider shall have the following meanings:
 - 2) occupational exposure to infectious material – exposure of the Insured Person to a viral infection during qualification for the exercise of a medical profession, following direct contact with potentially infected blood or other potentially infectious materials (OPIM), as a result of a needle-stick injury, splash, scratch, cut, or bite by a patient;
 - 3) OPIM – potentially infectious material other than blood: semen, vaginal secretions, cerebrospinal fluid, pleural fluid, joint fluid, pericardial fluid, peritoneal fluid, amniotic fluid, breast milk, saliva, other body fluid that is contaminated with blood and other body fluid where it is difficult or impossible to distinguish between them, detached tissue, an organ of a living or dead person, cells or tissue culture containing HIV, HBV, HCV, HDV and fluids containing viruses;
 - 4) treatment required following occupational exposure to infectious material:
 - a) medical consultation and testing for viruses: HIV (human immunodeficiency virus), HBV (hepatitis B virus), HCV (hepatitis C virus), and HDV (hepatitis D virus),
 - b) antiretroviral treatment (including the purchase of antiretroviral drugs), where the consultations, testing or treatment becomes necessary following occupational exposure to infectious material;
 - 5) viral infection following occupational exposure to infectious material - infection following occupational exposure to infectious material with a virus: HIV (human immunodeficiency virus), HBV (hepatitis B virus), HCV (hepatitis C virus) and HDV (hepatitis D virus) or full-blown AIDS following infection after occupational exposure to infectious material with HIV;

Sum insured

4. The sum insured for medical expenses due to occupational exposure to infectious material and the Benefit for the occurrence of viral infection following occupational exposure to infectious material shall be indicated in the insurance document and shall be the sum insured for one and all events occurring during Compensa's period of liability.
5. The sum insured shall apply to each Insured Person.
6. In the event of payment of compensation for the costs of medical treatment due to occupational exposure, the sum insured shall be reduced by any compensation paid on this account.

Determination of the amount of the Benefit

7. Treatment costs incurred as a result of occupational exposure to infectious material shall be reimbursed provided that:
 - a) they arose after an exposure that occurred during the period of insurance cover provided to the Insured Person while he or she was obtaining - in accordance with the Medical Activities Act in the wording in force on the date of the insurance contract - qualifications to practise a medical profession,
 - b) they were incurred within a period of not more than 12 months from the date of exposure.
8. The determination of the legitimacy and amount of compensation or Benefit for reimbursement of costs incurred as a result of occupational exposure to infectious materials shall be made on the basis of the following evidence and documents submitted by the Insured Person:
 - 1) proof of the necessity to undergo treatment in connection with occupational exposure to infectious material (incident report),
 - 2) receipts and evidence confirming the payment of treatment fees.
9. The aforementioned costs shall be reimbursed up to the actual costs, up to a maximum of the limit set in the insurance contract.
10. In the event of the occurrence of a viral infection following occupational exposure to infectious material, Compensa shall pay a Benefit in the amount stated in the insurance contract, provided that the infection occurred no later than 24 months counted from the date of occupational exposure.
11. A one-off Benefit for viral infection following occupational exposure to infectious material despite undergoing post-exposure drug prophylaxis treatment is payable where the viral infection occurred following an exposure occurring during the period of insurance cover provided to the Insured Person and provided that the infection occurred no later than 24 months counted from the date of occupational exposure.
12. A one-off Benefit for viral infection following occupational exposure to infectious material shall be paid in the amount agreed in the insurance contract, irrespective of the type and number of HBV, HCV, HDV and HIV diagnosed.

Rider No. 13

Benefit for reimbursement of tuition and course and training costs due to inability to attend classes as a result of a personal accident

1. The Rider is part of the insurance contract concluded with the Policyholder. Under this rider, Compensa shall cover documented tuition fees and/or any costs for courses and training courses due to the inability to attend classes as a result of a personal accident.
2. Compensa shall reimburse the Insured Person's tuition fees for a maximum of 2 semesters if, as a result of a personal accident, the Insured Person was unable to attend classes either in-house or remotely, resulting in the semester not being passed, and provided that the Insured Person was hospitalised for a minimum of 7 days as a result of the personal accident.
3. Compensa shall reimburse the Insured Person for the costs of courses, training courses if, as a result of the personal accident, the Insured Person was unable to attend classes either in-house or remotely and provided that the personal accident caused permanent health impairment to the Insured Person.
4. Compensa shall reimburse the Insured Person for the costs of tuition fees and/or possibly the costs of courses and training, if these arose prior to the covered accident.

Sum insured

5. The sum insured for reimbursement of tuition fees and for courses and training due to inability to attend classes as a result of a personal accident is indicated in the insurance document and is a sum insured for one and all events occurring during the period of Compensa's liability.
6. The sum insured for reimbursement of tuition fees, courses and training shall be reduced by each payment of Benefit.

Determination of the amount of the Benefit

7. Costs are reimbursed on the basis of:
 - 1) medical records, including a doctor's certificate attesting to the period of inability to participate in the courses, and
 - 2) a certificate from the university or from the organiser of the course or training course confirming the Insured Person's absence from classes and failure to pass the semester, and
 - 3) proof of payment of tuition fees by the Insured Person and/or proof of costs incurred for courses, training.
8. These costs shall be reimbursed up to the amount indicated in the insurance document.

Rider No. 14

Assistance Services

1. This Rider is part of the insurance contract concluded with the Policyholder. The scope of insurance shall be extended on the basis of this Rider

to include the organisation and provision of assistance.

2. The territorial scope of the insurance provided under this Rider covers events occurring in the territory of the Republic of Poland.

Definitions

3. The terms used in this Rider shall have the following meaning:

- 1) 24h Operations Centre – an organisational unit that provides assistance services to the Insured Person;
- 2) medical facility – a medical entity operating in the territory of the Republic of Poland, a group practice of midwives or nurses, a group medical practice, a person practicing a medical profession as part of an individual practice or individual specialist practice, or a natural person authorised to provide health services, pursuant to the applicable legal provisions, belonging to a medical network;

- 3) medical network – all medical facilities where the Insured Person may use medical services covered by the medical care programme on a non-cash basis;

- 4) assistance services – information and medical services listed in par. 5 provided in the territory of the Republic of Poland to the Insured Person who has suffered a personal accident.

Scope of insurance

4. The scope of insurance covers the organisation and coverage of the necessary costs of the provided assistance services listed in par. 5.
5. The scope of insurance covers the following services:

24H OPERATIONS CENTRE
24h Operations Centre
The notification is made via the 24h Operations Centre at the indicated telephone numbers. The Insured Person is in close contact with a consultant who, immediately after notification, organises medical assistance in a medical facility or a visiting medical assistance as well as necessary diagnostic tests.
individual medical assistant
basic medical advice
coordination of treatment in the territory of the Republic of Poland
Medical information
24h Operations Centre enables the Insured Person to obtain additional information about:
facilities open 24 hours a day, such as: outpatient clinics, hospitals, diagnostic laboratories, dental institutions and pharmacies on duty
the effects of medicines together with side effect symptoms
methods of providing first aid before medical treatment
how to prepare for diagnostic tests
Medical network
All medical services covered by the medical care programme are available to the Insured Person in a non-cash form, in the network of medical facilities in the territory of the Republic of Poland, indicated to the Insured Person by the 24h Operations Centre.
EMERGENCY ASSISTANCE
24h visiting medical care
In the event of an accident, when the Insured Person's health condition does not allow the Insured Person to reach the medical facility, the 24h Operations Centre organises a medical visit at the place of the Insured Person's current stay.
The service includes:

taking a medical history
physical examination
diagnosis
interpretation of diagnostic test results
referral to consultations with specialists
issuing drug prescriptions
issuing a certificate of incapacity for work
assistance in determining the place of continuation of outpatient or inpatient treatment
Home visits are carried out only in cases where there is a medical justification for the Insured Person's inability to have a consultation in a medical facility.
The following, in particular, are not indications for a home visit:
sudden illness;
the need for a follow-up visit due to previously started treatment;
the need for drug prescription;
the need for certificates, sick leaves or medical referrals;
organisational problems in getting to the medical facility;
24h medical transport
The programme guarantees the Insured Person the organisation of medical transport from their place of stay to the nearest emergency service facility or the nearest hospital, carried out by ambulance, accompanied by a paramedic, on medical indications.
24h outpatient medical care
Medical assistance includes a medical consultation carried out in an emergency mode, combined with the performance of additional outpatient procedures.
internal medicine physician
taking a medical history
physical examination
diagnosis
referral to diagnostic tests
interpretation of diagnostic test results
referral to consultations with specialists
issuing drug prescriptions
issuing a certificate of incapacity for work
general surgeon
treatment of minor injuries (sprains, dislocations)
wound suturing
incision of an abscess, haematoma
applying or changing a dressing
suture removal

24h outpatient nursing care
Where there are medical indications, the Insured Person may take advantage of nursing procedures organised closest to their current place of stay.
intramuscular, intravenous, subcutaneous injection
intravenous drip infusion
blood pressure measurement
blood glucose measurement
collection of biological material for laboratory tests
applying or changing a simple dressing
24h visiting nursing care
Service provided on the basis of medical indications, which prevent the Insured Person from reaching a medical facility.
intramuscular, intravenous, subcutaneous injection
blood pressure measurement
blood glucose measurement
collection of biological material for laboratory tests
applying or changing a simple dressing
REHABILITATION
Rehabilitation procedures
The Insured Person is entitled to 10 rehabilitation treatments per year from among the procedures listed below, the scope of which is determined by the attending physician.
The service is provided in a medical facility indicated by the 24h Operations Centre, only on the basis of a referral issued by a general surgeon, neurologist or orthopaedist resulting from medical indications in post-traumatic conditions after an accident. 24h Operations Centre reserves the right to refer the Insured Person for a qualification consultation before planned rehabilitation treatments to a physician of its choice.
Kinesiotherapy
group exercises
individual exercises
breathing exercises
active-passive and assisted exercises
passive exercises
active exercises
instructional exercises
PNF (Proprioceptive Neuromuscular Facilitation) method consisting in recreating the correct movement based on the correct movement patterns of the hand, the fingers and the paretic limb
balance exercises in a sitting position
self-assisted exercises
special exercises on instruments
suspension exercises
active free exercises

active free exercises of small muscle groups
active free coordination exercises
active exercises for upper and lower limbs
active resistance exercises for the lower limbs in a lying and sitting position
relaxing and tension relief exercises
isometric exercises
isometric gymnastics
walking training by means of a walking frame, crutches, a walking stick, etc. with the assistance of a physiotherapist
learning how to perform activities of everyday life
learning to sit
upright standing of the patient
postural positions and massage
traction lift
Physical therapy
electrotherapy
electrostimulation
phonophoresis
galvanisation
iontophoresis
diadynamic currents
high frequency currents (Curapuls)
low frequency currents (interference)
Tens currents
Traebert currents
local cryotherapy
point laser therapy
magnetotherapy: low frequency pulses Magnetus
light therapy: UV rays, Sollux
ultrasound therapy: local ultrasound
MEDICINES AND REHABILITATION EQUIPMENT
ordering and delivering medicines to the Insured Person's place of stay – 24h Operations Centre organises and covers the cost of delivery of medicines to the Insured Person's place of stay.
ordering and delivering rehabilitation equipment to the Insured Person's place of stay – 24h Operations Centre organises and covers the cost of delivery of rehabilitation equipment.

Sum insured

6. The assistance services are provided up to the total amount of PLN 3,000.
7. The sums insured for individual types of assistance services are specified in the table below:

SERVICE TYPE		Limits per person
MEDICAL INFORMATION		Unlimited
EMERGENCY ASSISTANCE	24h visiting medical care	PLN 500
	24h medical transport	PLN 700
	24h outpatient medical care	PLN 300
	24h outpatient nursing care	PLN 200
	24h visiting nursing care	PLN 300
REHABILITATION		PLN 1,000
MEDICINES AND REHABILITATION EQUIPMENT		PLN 500

8. The sum insured referred to in par. 6 is the sum for one and all events occurring during the period of Compensa's liability.
9. The sum insured referred to in par. 6 shall be reduced by each provided assistance service, i.e. by the amount equal to the costs incurred by Compensa in connection with its performance. If the sum insured is completely exhausted, the insurance contract shall expire in the part relating to a given type of service.

Provision of assistance services

10. The assistance services listed in par. 5 are carried out for the Insured Person on a non-cash basis, after prior contact with the 24h Operations Centre.
11. Assistance services are provided only in outlets that will be indicated by the 24h Operations Centre.
12. Outpatient procedures and rehabilitation procedures are performed only on the basis of a referral from a physician in facilities that will be indicated by the 24h Operations Centre.
13. If, in the opinion of the operator of the 24h Operations Centre, the scope of assistance will require the use of the National Emergency Medical Services (PRM), the operator will contact the National Emergency Medical Services to call for help.

Compensa TU S.A. Vienna Insurance Group

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