

## GENERAL TERMS AND CONDITIONS FOR FOREIGNERS

List of information included in the General Terms and Conditions for Foreigners arising out of art. 17 section 1 of the Insurance and Reinsurance Activity Act:

TYPE OF INFORMATION	RECORD NUMBER FROM MODEL CONTRACT
1. Premises for the payment of compensation and other benefits.	<p>Provisions common to all types of insurances: point 1, point 2.3., point 2.7., point 2.10., point . 2.12.</p> <p>Insurance of the costs of treatment in the territory of the Republic of Poland: point 3.1., point 3.3.</p> <p>Insurance against personal accidents: point 4.1., point 4.3., point 4.4.</p> <p>Civil liability insurance point 5.1., point 5.3., point 5.4.</p>

TYPE OF INFORMATION	RECORD NUMBER FROM MODEL CONTRACT
<p>2. Limitations and exclusions of liability of the insurer, entitling the insurer to refuse the payment of compensation and other benefits or to reduce them.</p>	<p>Provisions common to all types of insurances: point 2.1., point 2.7., point 2.10.</p> <p>Insurance of the costs of treatment in the territory of the Republic of Poland: point 3.2., point 3.3.</p> <p>Insurance against personal accidents: point 4.2., point 4.3., point 4.4.1, point 4.4.2.</p> <p>Civil liability insurance in private life: point 5.2., point 5.3. point 5.4.2.</p>

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## 1. General provisions

### 1.1. General rules

1.1.1. The General Terms and Conditions for Foreigners, hereinafter referred to as the GTC, shall apply to insurance contracts concluded by and between BALCIA Insurance SE with natural persons, entrepreneurs or other organisational entities for the benefit of the Insured.

1.1.2. Under the GTC, the insurance contract may be included:

- a) against the costs of treatment in the territory of the Republic of Poland,
- b) against personal accidents,
- c) against civil liability in private life.

### 1.2. Definitions

The definitions used in the GTC shall have the following meaning:

**BALCIA** - Balcia Insurance SE with its registered office in Riga, K. Valdemara 63 street, Riga, LV-1142, Latvia, entered into the Register of Entrepreneurs of the Republic of Latvia under the number 40003159840 operating in Poland as part of a branch of a foreign entrepreneur under the business name Balcia Insurance SE Spółka europejska Oddział w Polsce with its registered office in Warsaw, Aleje Jerozolimskie 136, 02-305 Warsaw, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under the KRS number 0000493693, NIP no.: 108-00-16-534, REG ID: 147065333.

**Struggle** - a physical battle of at least two persons with each of them being both an assailant and a victim.

**Chronic disease** - an illness diagnosed prior to the commencement of the insurance cover, lasting usually for months or years, treated continuously or periodically.

**Foreigner** - a natural person who is not a citizen of Poland.

**Insurance document** - a policy, certificate, card or other document certifying the conclusion of the insurance contract.

**Integral franchise** - amount of damage to which BALCIA shall not pay the compensation. In the event where the amount of damage exceeds the integral franchise determined in the GTC, the compensation for damage shall be payable in the full amount.

**Franchise deductible** - the amount determined in the GTC which each time decreases the amount of compensation. Country of permanent residency - a country in which the Insured owns a settlement permit or a country whose citizenship he holds or in which he is covered by public health insurance.

**Sudden disease** - an illness which occurred suddenly and unexpectedly, during the insurance period, which poses a threat to life or health of the Insured and which requires providing immediate medical care before returning to the country of permanent residence.

**Personal accident** - a sudden event caused by an external factor, as a result of which the Insured sustained a bodily injury, disorder of health or died through no fault of his own.

**Relative** - a spouse, persons actually remaining in cohabitation, siblings, ascendants, descendants, in-laws, adoptive parents and adoptees.

**Work** - activities performed by the Insured which are customarily paid for, regardless of the legal basis of employment, and non-profit activity such as: volunteering works, internships and vocational trainings.

**High-risk work** - a work performed:

1. in mining and quarrying, with explosive, pyrotechnical, radioactive and chemical materials and substances,
2. in shipbuilding, metal, arms and wood industry,
3. in steel industry,
4. as divers,
5. in protecting property,
6. as drivers of light commercial vehicles, lorries and cisterns,
7. in construction industry,
8. in oil industry (oil and drilling platforms), in power sector, with high-voltage installations,
9. in mountain and water rescue services,
10. as racehorses trainers, jockeys,
11. in a circus, acrobats, stuntmen,
12. on ocean-going ships, trawlers, factory vessels.

**Complaint** - a claim of the Policyholder, Insured or Beneficiary against BALCIA in which he states his objections regarding services provided by BALCIA, including an appeal from BALCIA's grant or refusal to grant a compensation or benefit.

**Personal injury (shall apply to civil liability insurance in private life)** - death, bodily injury or disorder of health and losses remaining in casual connection with death, bodily injury and disorder of health.

**High-risk sports** - all types of the following sports competitions or sports:

1. mountaineering in the Tatra, Alps and Himalaya mountains, speleology, rock and ice climbing, bouldering, parkour, mountain boarding,
2. combat sports and defensive sports,
3. diving to a depth below 30 m, freediving,
4. motor/water sports, kitesurfing, wakeboarding, water skiing, rafting, canyoning, hydrospeed, water sports practised on mountain rivers,
5. motor sports,
6. quad driving,
7. ski jumping, ski mountaineering, heliskiing, heliboarding, freeskiing, downhill skiing or snowboarding outside marked routes, including competitive downhill skiing or snowboarding,
8. aviation sports, bungee jumping, parachuting, paragliding, BASE jumping,
9. hunting.

**Material damage (shall apply to civil liability insurance in private life)** - a damage which results from insurance accident involving destroying, damaging or losing of property, or losses suffered by the same aggrieved person remaining in casual connection with damage, destroy or loss of a property.

**Hospital** - healthcare institution operating legally which provides round-the-clock care with qualified team of doctors and nurses in terms of diagnostics and treatment. A sanatorium, health resort, day care centre, hospice, therapeutic and nursing institution, rehabilitation centre, addiction treatment centre shall not be deemed as hospital.

**Percentage assessment standard of permanent health impairment table** - a document containing a list of bodily injuries with complications with a corresponding percentage band for health impairment for a given impairment.

**Acts of terror** - illegal use of force or violence, organised by ideological or political reasons which cause chaos, threats to people or disorganisation of public life.

**Permanent health impairment** - a bodily injury or health disorder following personal accident which results in disorder of body which does not portend recovery.

**Policyholder** - a natural person, entrepreneur or other organisational entity concluding insurance contract

and obligations to pay the insurance premium.

**Individual insurance** - insurance covering a natural person specified in the contract.

**Group insurance** - insurance covering at least 5 persons specified in the insurance contract or in the annex to the contract.

**Insured** - a foreigner for whom the insurance contract is concluded.

**Beneficiary** - a person entitled to receive a compensation or benefit under the insurance contract.

**Practising competitive sports** - a form of physical activity involving practising sport competitions by persons who are members of any kind of clubs, associations, societies and sport organisations, by participating in regular trainings (among others on training camps and sport camps) as well as in sports competitions aimed at reaching sport results, including commercial practising sport.

**Insurance accident:**

1. in insurance of costs of treatment - sudden disease or personal accident,
2. in insurance against consequences of personal accidents - personal accident,
3. in insurance against civil liability in private life - action or omission of the Insured, as a result of which a damage was suffered.

**Aggravation of chronic disease** - a sudden aggravation of symptoms of chronic disease of acute character occurred during the stay of the Insured in the territory of the Republic of Poland which requires immediate medical attention before the return to the country of permanent residence.

**Domestic animals** - animals which traditionally live with a human in his house or other appropriate room, kept by a human as a pet.

## **2. Provisions common to all types of insurances**

### **2.1. General exclusions**

2.1.1. BALCIA shall not be liable for damage occurred:

- a) as a result of wilful action of the Insured,
- b) as a result of gross negligence of the Insured, unless the payment of the compensation or other provision of services is in accordance with the fairness under the given circumstances,
- c) as a result of committing or an attempt to commit an offence, suicide, self-harm or by wilful action by the Insured which caused in defect of the body,
- d) as a result of driving a vehicle as set out in the Act on Road Traffic of 20 June 1997 or by operating a machine, if the Insured does not possess valid license to drive a given vehicle or operate a machine as required by law, as far as it affected the occurrence of the insurance event,
- e) as a result of intoxication with alcohol, nicotine, narcotic drugs or psychotropic substances or substitute products within the meaning of the Act on Counteracting Drug Addiction of 29 June 2005,
- f) as a result of action of the Insured being under the influence of alcohol, in state of insobriety, under the influence of narcotic drugs or other drugs, psychotropic substances or medications prescribed by a doctor, yet used in contrary to his recommendation,
- g) as a result of using pyrotechnical or explosive materials or substances by the Insured,
- h) as a result of using firearm by the Insured and participating in hunting,
- i) as a result of active taking part in struggles (excluding

actions in necessary defence), industrial actions, blockades by the Insured,

j) as a result of acting contrary to local law and prohibitions of local authorities,

k) as a result of participating in races and competitions involving land, marine, air vehicles, and by participating in trainings for this races, by participating in driving prototype vehicles and those used as a prop,

l) as a result of warfare, martial law, state of emergency, sabotage, lockout, any armed activities, strike, riot, acts of terror, as well as in the property confiscated or seized property by eligible authorities,

m) as a result of impact of asbestos, nuclear energy, radioactive contamination or contamination with industrial waste, impact of biological or chemical weapons, laser beams and magnetic and electromagnetic field, ionising radiation,

n) as a result of diseases and accidents resulting from contaminations,

o) as a result of tropical diseases, mental illnesses, neurosis or depression, birth defects,

p) as a result of practising extreme and high-risk sports by the Insured,

q) in connection with the position held: soldier, police officer, other member of uniformed services or security services,

r) as a result of aviation accidents, except for situation when the insured person is a passenger of licensed airlines,

s) as a result of staying on tourist trails, downhill tracts and other areas by the Insured, in which it is not allowed to stay and make use of,

t) as a result of performing high-risk physical work by the Insured, unless an additional premium is paid,

u) as a result of leisure skiing or snowboarding, unless an additional premium is paid,

v) as a result of insurance accidents occurred outside the insurance period,

2.1.2 The insurance cover shall not include persons over 70, unless an additional premium is paid. The limitation shall not apply to persons insured under contract concluded in a group form.

### **2.2. Conclusion of the insurance contract**

2.2.1. The insurance contract shall be concluded on the basis of insurance contract application form, filed by the Policyholder.

2.2.2. BALCIA shall confirm the conclusion of the insurance contract with insurance document.

2.2.3. BALCIA may make the conclusion of the insurance contract subject to obtaining additional information related to insurance contract and affecting the liability of BALCIA.

2.2.4. The insurance contract shall be concluded for a period indicated by the Policyholder in insurance contract application form, not longer than 12 months.

2.2.5. The insurance contract may be concluded either as individual or group insurance.

2.2.6. In insurance contracts included as group form, the sum insured/guarantee amount, insurance period - shall be the same for everyone Insured.

### **2.3. Duration of the liability**

2.3.1. The liability of BALCIA shall commence on the date specified in the insurance document as the beginning of the insurance period, however not sooner than from the latest of the following dates:

- a) the day following the day of conclusion of the insurance contract,
- b) the day following the day of payment of the first premium or its first instalment,
- c) the day of crossing the border of the Republic of Poland, subject to point 2.3.2.

2.3.2. In the event when the insurance contract is concluded at the border crossing point of the Republic of Poland, the liability of BALCIA shall commence from the day and time of conclusion of the insurance contract and payment of the premium, however not sooner than from the moment of crossing the border of the Republic of Poland.

2.3.3. In the event where the due date of premium or its first instalment is deferred, the liability of BALCIA shall commence on the day following the day when the insurance contract was concluded, subject to point 2.3.4.

2.3.4. If BALCIA bears liability even before the payment of the premium or its first instalment, and the premium or its first instalments was not paid in due time, BALCIA may terminate the contract with immediate effect and demand payment of the premium for the period for which it was liable.

In the absence of termination of the contract, it expires by the end of the period for which the unpaid premium was due.

2.3.5. In case of payment of the premium in instalments, timely failure to pay the following instalment of premium shall result in extinction of liability, if after the expiry of the period, BALCIA requested the Policyholder to pay the instalment of the premium with a demand that a failure of payment within 7 days from the receipt of the demand shall result in extinction of the liability.

## **2.4. Dissolution of the insurance contract**

The insurance contract shall be dissolved:

- a) after the last day of the insurance period,
- b) on the day of termination of the insurance contract by BALCIA with immediate effect or with the expiry of the period for which the unpaid premium was due, pursuant to point 2.3.4,
- c) with the expiry of 7 days from the date of receiving the request for payment of the overdue, subsequent instalment of premium, in case of absence payment thereof - pursuant to point 2.3.5.
- d) by the end of the notice period, referred to in point 2.5.2.

## **2.5. Termination of the insurance contract**

2.5.1. In the event of revealing the circumstances, which involve significant change in the likelihood of accident, either party may request the appropriate change of the amount of premium be made, starting from the moment in which this circumstance occurred, but not earlier than from the beginning of the current insurance period. If such a request is submitted, the other party, within 14 days, may terminate the agreement with immediate effect.

2.5.2. The Policyholder may terminate the contract at any time the subject to 30 days' notice, effective at the end of a calendar month.

2.5.3. The termination of the contract must be made in writing, otherwise being null and void.

## **2.6. Withdrawal from the insurance contract**

If the insurance contract is concluded for a period longer than six months, the Policyholder shall have the right to withdrawal from the insurance contract within 30 days, and in the event when the Policyholder is an entrepreneur -

within 7 days from the conclusion of the contract. Withdrawal from the insurance contract shall not indemnify the Policyholder from the obligation to pay the premium for the period in which BALCIA provided insurance cover.

## **2.7. Sum insured, guarantee amount**

2.7.1. The sum insured, guarantee amount, limit of liability shall be agreed with the Policyholder and shall constitute the upper liability limit of BALCIA.

2.7.2. The sum insured, guarantee amount, limit of liability shall be specified in the insurance contract and shall apply to each Insured separately.

2.7.3. The sum insured, guarantee amount, limit of liability shall be determined for one and for all insurance accidents occurred during the insurance period.

2.7.4. The sum insured, guarantee amount, limit of liability shall be reduced by the value of each compensation or benefit paid (consumption of sum insured/guarantee amount).

2.7.5. The sum insured, specified in the insurance contract for insurance against personal accidents, shall not be reduced by the value of each compensation or benefit paid and shall each time constitute a basis for determining the amount of benefit.

## **2.8. Manner of determining the insurance premium**

2.8.1. The insurance premium shall be calculated for the duration of liability of BALCIA according to premium tariff in force as of the date of conclusion of the insurance contract.

2.8.2. The premium shall be determined following the assessment of insurance risk and shall depend on:

- a) the scope of the insurance,
- b) insurance period,
- c) the age of the Insured,
- d) purpose of the travel,
- e) number of the Insured,
- f) amount of the sum insured/guarantee amount,
- g) the frequency of payment of the premium,
- h) individual risk assessment.

## **2.9. Manner of payment and reimbursement of the insurance premium**

2.9.1. The payment of the premium or its first instalment shall be made upon the conclusion of the insurance contract, unless the insurance document provides other manner or dates for payment of the premium or its first instalment.

2.9.2. BALCIA may consent to payment of premium in instalments, and the due dates for subsequent premium instalments shall be determined by BALCIA in the insurance document, and failure to pay the subsequent premium instalment within the time limit may result in extinction of liability of BALCIA pursuant to point 2.3.5.

2.9.3. If the payment is made as bank transfer or postal transfer, the day of payment shall be recognised as the day of payment order in bank or in post office to a relevant account of BALCIA - provided that there are sufficient funds on the Policyholder's account, otherwise the day of payment shall be recognised as on which BALCIA's account is credited with the proper amount.

2.9.4. In the event of the expiration of the insurance relationship before the expiration of the period for which the contract was concluded, the Policyholder shall be entitled to reimbursement of premium for the period of the unused insurance cover.

## **2.10. Rights and obligations of the Policyholder, Insured**

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2.10.1. The Policyholder shall be obliged to provide BALCIA with any existing circumstances of which he is aware for which BALCIA asked in application form or before concluding the insurance contract in other letters. If the Policyholder concludes the contract through an agent, this obligation shall also apply to the agent and shall include circumstances known to him.

2.10.2. The Policyholder and the Insured during the term of the contract shall be obliged to inform BALCIA of any change in circumstances referred to in point 2.10.1 immediately after having learnt such circumstances.

2.10.3. In the event of concluding the insurance contract to the benefit of a third party, obligations set out in point 2.10.1 – 2.10.2 shall fall both on the Policyholder and the Insured, unless the Insured was not aware of concluding contract for his benefit.

2.10.4. BALCIA shall not be liable for the consequences of those circumstances, which in breach of point 2.10.1 – 2.10.3, were not made available to it. If point 2.10.1 – 2.10.3 was breached by wilful action, in case of doubt, it shall be assumed that the accident, as provided for by the contract and its consequences, shall be an effect of circumstances referred to in the preceding sentence.

2.10.5. In case of insurance accident, the Insured shall be obliged to provide him with means to prevent damage or reduce its extent.

2.10.6. If the Insured intentionally or by gross negligence fails to use the means referred to in point 2.10.5, BALCIA shall be free of liability for damage resulting from that action.

2.10.7. In case of damage, the Insured shall be obliged to secure the possibility of seeking compensation claims towards persons responsible for the damage and to provide BALCIA with any information and documents necessary to seek claims and to allow for carrying out actions necessary to seeking claims.

2.10.8. In case of concluding the insurance contract to the benefit of a third party, the Policyholder shall be obliged to present the GTC to the Insured prior to concluding the insurance contract, and to inform him of contractual provisions with regard to his rights and obligations.

2.10.9. The Insured may indicate one or more persons entitled to receive benefit in case of his death. The Insured may change or revoke any of those reservations at any time.

2.10.10. If several persons were indicated to receive the sum insured, and the share was not indicated for each of them in that sum, it shall be assumed that their shares are equal.

2.10.11. In the event where no entitled person is indicated to receive the sum insured, the members of the Insured's family shall be entitled to the benefit, in the following order: spouse, children, parents and other heirs in order arising out of statutory succession.

## **2.11. Rights and obligations of BALCIA**

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2.11.1. In order to carry out the insurance risk assessment or to perform the insurance contract, BALCIA shall collect data of the Policyholders, Insured Parties or Beneficiaries, included in the insurance contracts or statements of the Policyholder made prior to the conclusion of the insurance contract.

2.11.2. BALCIA may appoint experts, specialists at its own expense in order to determine the cause of damage or to determine the extent of the damage or to verify bills,

invoices and other documents submitted by the Insured which justify the amount of the damage.

2.11.3. BALCIA shall be obliged, within the limits of its liability, to verify legitimacy of claims against the Insured.

2.11.4. BALCIA shall be obliged to provide the Policyholder, Insured or Beneficiary with information and documents collected for the purpose of establishing the liability of BALCIA or compensation/benefit amount. Such persons may demand a written confirmation by BALCIA of information provided, and to have a copy of documents and confirmation of compliance with original version thereof prepared at his own cost by BALCIA.

2.11.5. BALCIA shall have an obligation to provide information and documents, referred to in point 2.11.4, at their request, in an electronic form. The manner of making information and documents available, providing a possibility of a written confirmation of provided information, and providing a possibility of making copies of documents and confirming authenticity thereof may not cause unnecessary difficulties for those persons, and the costs of preparing copy and making information and documents available in an electrical form may not differ from those used in such services.

## **2.12. Payment of compensation or benefit**

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2.12.1. BALCIA shall pay the compensation or benefit on the basis of acknowledgement of a claim of the Beneficiary as a result of the findings in the proceedings regarding to the factual state of accident, legitimacy of claims and the amount of compensation/benefit, a conciliation concluded with him or a final decision of the court.

2.12.2. The determination of legitimacy of a claim and the amount of compensation/benefit shall be made on the basis of a complete documentation set out in the GTC submitted by the Insured or Beneficiary. BALCIA shall reserve the right to verify the documents submitted.

2.12.3. The compensation or benefit shall be paid to the Insured, claimant or Beneficiary, or in case of reimbursement of costs - directly to the person who incurred such costs.

2.12.4. If the costs of treatment are not covered by the Insured, BALCIA shall make payment directly to a doctor or medical facility providing medical assistance to the Insured.

2.12.5. The benefits shall be paid in PLN and shall constitute an equivalence of amounts in other currencies, translated into PLN, according to exchange rate published by the National Bank of Poland in the table of exchange rates on the day preceding the day of issuing decision on payment of the benefit.

2.12.6. BALCIA shall be obliged to make payment of compensation or benefit within 30 days counting from the day of receiving notification on the insurance accident.

2.12.7. If within the period set out in point 2.12.6 it is not possible to clarify all circumstances needed to establish the liability of BALCIA or the amount of compensation/benefit proved impossible, the compensation or benefit shall be paid within 14 days from the day on which, in spite of all due diligence, explanation of those circumstances was possible. However, the indisputable part of the compensation or benefit shall be paid by BALCIA within a time period set out in 2.12.6.

2.12.8. If within the time-limits set out in the contract or law BALCIA shall fail to pay the compensation or benefit, it shall inform the person reporting the claim as well as the Insured, in case of the insurance contract concluded to the benefit of a third party, in particular the group insurance, if he is a person reporting the claim -

about impossibility to satisfy claims in full or in part, and it shall pay the indisputable part of compensation or benefit.

2.12.9. The Policyholder, Insured or Beneficiary may bring an action for claims arising out from the insurance contract - on the basis of general provisions or at the court appropriate for the place his of residence or registered office.

2.12.10. The Insured's successor may bring an action for claims arising out from the insurance contract - on the basis of general provisions or at the court appropriate for the place his of residence.

## 2.13. Complaints

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2.13.1. In connection with the conclusion or performance of the insurance contract, the Policyholder, Insured or Beneficiary may report a claim in person or via a representative or messenger.

2.13.2. The Policyholder, Insured or Beneficiary may report a claim with BALCIA in a written form on the address of BALCIA, by phone or electronically.

2.13.3. A complaint shall include:

- a) first name, last name (name), address and contact phone number of a person reporting a claim,
- b) policy number,
- c) subject of the complaint,
- d) justification of the complaint with possible proof.

2.13.4. A complaint shall be immediately considered by BALCIA, no later than within 30 days following its receipt. If it is not possible to reply within the specified time limit, this time limit shall be extended to no more than 60 days from the day of receipt of the complaint, which shall be communicated to the person reporting the claim. BALCIA shall inform the Policyholder, Insured or Beneficiary about the manner of recognising the complaint in a written form or other agreed form.

2.13.5. The Policyholder, Insured or Beneficiary, who is a natural person, after the complaint procedure is exhausted, shall have the right to file a motion to the entity entitled to extrajudicial resolution of disputes for initiation of proceedings with regard to services provided by BALCIA. The entity authorised to extrajudicial resolution of disputes with regard to services provided by BALCIA shall be the Financial Ombudsman (more information is available on the Financial Ombudsman's website <https://rf.gov.pl>).

## 3. Insurance of the costs of treatment in the territory of the Republic of Poland

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### 3.1. Subject matter and scope of the insurance

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3.1.1. The subject matter of the insurance shall be the costs of treatment of the Insured, who when travelling in the territory of the Republic of Poland, immediately required treatment in relation to sudden illness or personal accident which occurred during the insurance period, within the scope necessary for recovery to a state allowing him the return to a medical facility or to the country of his permanent residence.

3.1.2. The costs of treatment which are necessary, documented and occurred in the territory of the Republic of Poland and which were incurred for the following shall be deemed necessary:

- a) providing necessary medical care,
- b) tests/examinations and outpatient procedures of the Insured recommended by a doctor,
- c) hospital treatment, surgical procedures involving hospitalisation of the Insured,

d) purchase of medications, dressing materials and therapeutic aids prescribed by a doctor,

e) dental treatment requiring providing immediate medical care, only in cases of acute pain conditions or inflammation up to the amount of EUR 100 for one and all insurance accidents.

3.1.3. The insurance shall also cover costs which are the necessary, documented and those occurred in the territory of the Republic of Poland in relation to sudden disease or personal accident:

a) transportation of the Insured from the personal accident scene or a sudden disease to the closest medical facility or arrival of a doctor from the nearest medical facility to the Insured, if the Insured due to his health condition is not able to use public transport,

b) transportation of the Insured between medical facilities in the territory of the Republic of Poland, if the Insured's health condition requires so,

c) transportation of the Insured from the Republic of Poland to medical facility or place of residence in the country of permanent residence with a special type of transport recommended by a doctor, as long as the Insured's health condition requires so, and the previously planned mean of transport cannot be used. The transportation shall be made with a mean of transport appropriate to the health condition of the Insured, after providing him necessary medical care in the territory of the Republic of Poland, enabling transport to the country of permanent residence.

A doctor appointed by BALCIA in consultation with the attending doctor and based on medical documentation shall decide on the necessity, date and place to which the transport is made. If the Insured does not consent to return to the country of his permanent residence, then at the moment of refusal, the Insured shall not be subject to further insurance cover with regard to the costs of treatment related to a sudden disease or personal accident,

d) transportation of the remains of the Insured to the country of permanent residence or a funeral or cremation in the territory of the Republic of Poland,

e) accommodation, meals and return transportation of a person accompanying the Insured during travel, if his presence is necessary and recommended in writing by a doctor treating the Insured in case of hospitalisation of the Insured lasting at least 7 days. The refund of costs shall be made up to a maximum of a period not longer than 7 days and not more than up to EUR 100 a day. BALCIA shall cover costs by transportation by train, bus or other transport mean, and in the event when the envisaged travel time with those means of transport would last longer than 12 hours, BALCIA shall cover transportation costs by licensed airlines passenger plane (economic class), on the condition that the originally envisaged mean of transport cannot be used.

### 3.2. Exclusions of liability

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Except for exclusions set out in point 2.1., the insurance cover shall not include:

- a) treatment of diseases which occurred prior to the date of commencement of the insurance cover or in the previous insurance period,
- b) treatment which was not the purpose of the travel,
- c) treatment of chronic disease and their aggravation,
- d) treatment exceeding the coverage necessary for recovery of the Insured to a state allowing him the return to the country of permanent residence,
- e) treatment or hospitalisation, which according to opinion



of BALCIA's doctor, moment of beginning can be postponed until the Insured comes back to the country of permanent residence,

- f) dental treatment, except for urgent inflammation, requiring immediate medical care,
- g) costs of dental crowns or dentures, orthodontic braces, bridges, removal of tartar or costs related to treatment of dental caries,
- h) treatment not related to medical care provided in case of sudden disease or personal accident,
- i) treatment of diseases which were subject to medical contraindications as to travel, or when before the travel there were indications for surgical procedures or to undergoing treatment in hospital conditions or on an outpatient basis,
- j) treatment of sexually transmitted diseases, venereal diseases, positive AIDS and HIV,
- k) treatment and stay in sanatoriums, health resorts, costs of rehabilitation, physiotherapy, plastic surgeries and beauty treatments,
- l) conducting tests/examinations which are unnecessary according to a doctor to diagnose or treat the illness, screening tests and medical certificates as well as vaccinations,
- m) medical procedures or treatment not recognised scientifically and medically by the World Health Organisation (WHO),
- n) special nutrition for the Insured, purchase of health tonics, vitamins, dietary supplements,
- o) use of other services than those standard ones during hospitalisation (e.g. using TV),
- p) repair and purchase of prosthesis, spectacles and other rehabilitation equipment,
- q) treating by a doctor who is a family of the Insured, unless he is a doctor appointed by BALCIA for treatment in the territory of the Republic of Poland,
- r) costs related to pregnancy and all its consequences,
- s) costs whose amount does not exceed PLN 100 (integral franchise).

### **3.3. Proceedings in case of insurance accident**

3.3.1. In case of insurance accident, the Insured shall be obliged:

- a) to immediately seek medical care and to undergo the treatment recommended, making use of the public health service, if feasible,
- b) to secure proof related to sudden disease or personal injury to justify the claim,
- c) to cover the costs of treatment on his own, provided the total costs do not exceed PLN 200 - reimbursement of costs shall take place following filing a claim,
- d) to obtain medical documentation confirming the diagnosis and justifying the necessity of providing immediate medical assistance or hospitalisation,
- e) to provide BALCIA with documentation confirming the validity of the claim, i.e.:
  - i. damage notification form,
  - ii. copy of medical documentation, referred to in point d,
  - iii. original bills and documents confirming the payment for medical care provided, transportation, medications prescribed by a doctor with a copy of receipt, allowing for identification of a person who received medical assistance, and other documents indicated by BALCIA necessary for the settlement of damage,
  - f) to authorise BALCIA in a written form to apply to entities, which provided the Insured with medical services in order to receive information related to verification of data provided by the Insured on his health condition, determine

a right to be provided with services under the concluded insurance contract, in particular to doctors who provided or still provide care over the Insured following a sudden disease or personal accident,

- g) to allow BALCIA for making any necessary actions to establish the circumstances of the insurance accident, validity and amount of claim,
- h) to provide BALCIA with any authorisations necessary to provide assistance and to establish the liability of BALCIA,
- i) to undergo examination by a doctor appointed by BALCIA or to undergo clinical observation at BALCIA's request.

### **3.4. Manner of determining the amount of benefit**

3.4.1. Benefit related to the costs of treatment shall be paid on the basis of documents set out in point 3.3.1 e, up to the sum insured.

3.4.2. The decision on covering the costs of transportation of the remains of the Insured shall be made by BALCIA upon presentation of a certified copy of death record as well as other documents indicated during settlement of damage, if they are necessary to establish the validity of claims and amount of benefit.

3.4.3. BALCIA shall cover the costs of transportation of the Insured from the Republic of Poland to a hospital or a place of residence in the country of permanent residence adapted to health condition of the Insured by a mean of transport and on a date different than the planned one, only in case of a written recommendation of a doctor. The costs shall be covered up to the amount of costs of transportation by a mean of transport meeting conditions specified by a doctor giving a written transport recommendation to the country of permanent residence. In the event when the Insured handles the transportation by himself, provided BALCIA acknowledges the validity of transportation, BALCIA shall refund the costs within the limits of the sum insured of the costs of treatment, however only up to the amount of costs which it would borne by organising such a transportation;

## **4. Insurance against the consequences of personal accidents**

### **4.1. Subject matter, scope and place of insurance**

4.1.1. The subject matter of the insurance shall be health and life of the Insured being a natural person.

4.1.2. The scope of the insurance shall include:

- a) benefit due to death of the Insured as a result of personal accident,
- b) benefit due to permanent health impairment as a result of personal accident.

4.1.3. Insurance cover shall include consequences of personal accidents when travelling in the territory of the Republic of Poland.

### **4.2. Exclusions of liability**

Except for exclusions set out in point 2.1., the insurance cover shall not include the consequences of personal accidents resulting from:

- a) undergoing medical treatment or procedures by the Insured, unless their conducting is related to the treatment of consequences of personal accident and was ordered by a doctor,
- b) diseases, including infections, viruses, occupational

diseases, illnesses resulting from addiction to psychoactive substances as well as other diseases, even those occurring suddenly or after personal accident,  
c) loss of consciousness, seizures, epilepsy, damage to discs, strokes, heart attacks,  
d) intoxication with solid or liquid substances which penetrated to the body through respiratory, digestive systems or by skin.

### **4.3. Proceedings in case of insurance accident**

4.3.1. In the event of insurance event, the Insured shall be obliged to:

- a) undergo medical care and the recommended treatment,
- b) to obtain medical documentation from providing first aid and from the treatment given,
- c) to authorise BALCIA in a written form to apply to entities, which provided the Insured with medical services in order to receive information related to verification of data provided by the Insured on his health condition, determine a right to be provided with services under the concluded insurance contract, in particular to doctors who provided or still provide care over the Insured following a sudden disease or personal accident,
- d) to report a damage to BALCIA and to submit complete documentation regarding the personal accident within 14 days from the date of accident, unless as a result of that accident it is not possible to do so, then the Insured shall report the claim at latest within 14 days from elimination of the cause resulting in failure to report a damage,
- e) to allow BALCIA for obtaining information related to personal accident,
- f) to undergo examinations or diagnostic tests with a minimal risk at BALCIA's cost and within the scope specified by BALCIA, excluding genetic tests to determine the right to benefit and its amount.

4.3.2. In case of death of the Insured, the Beneficiary shall be obliged to submit a certified copy of death record of the Insured and his own ID card. In justified cases, BALCIA may demand a medical document specifying the cause of death from the Beneficiary.

4.3.3. If, in the event of violating obligations due to wilful act or gross negligence, referred to in point 4.3.1, and violation thereof affected determination of causes of damage, its extent or amount of compensation, BALCIA may refuse in part or completely the payment of compensation for damages thus occurred.

### **4.4. Manner of determining the amount of benefit**

4.4.1. Benefit due to death of the Insured as a result of personal accident shall be paid provided that the death of the Insured occurred within 24 months from the personal accident. The benefit shall be paid to the Beneficiary in the amount of 100% of the sum insured.

4.4.2. Benefit due to permanent health impairment as a result of personal accident shall be paid if the impairment occurred within 12 months from the occurrence of the personal accident.

4.4.3. In the event of permanent health impairment the amount of benefit shall be determined in the following manner:

- a) in case of 100% of permanent health impairment - 100% of the sum insured,
- b) in case of partial permanent health impairment - a percentage of the sum insured corresponding to the percentage of permanent health impairment,
- c) the extent of permanent health impairment shall be determined based on "Percentage assessment standard

of permanent health impairment table" which shall be made available to them in agreed manner by BALCIA at request of the Policyholder, Insured, beneficiary authorised under the insurance contract,

d) the extent of permanent health impairment shall be determined by a certifying doctor or the medical committee at request and cost of BALCIA,

e) the extent of permanent health impairment should be determined immediately after the end of the treatment, with consideration of rehabilitation procedures recommended by the doctor,

f) when determining the extent of permanent health impairment, the extent of damage of an organ or system before the accident shall be taken into account, determining its percentage as a difference between the extent of impairment after the accident and before the accident,

g) if prior to determining the extent of permanent health impairment the Insured had died, the extent of permanent health impairment shall be determined according to the certifying doctor's evaluation or medical committee appointed by BALCIA based on all circumstances of the case shall be taken into account,

h) if the Insured received benefit as a result of the personal accident, and then he died as a result of the same personal accident, the benefit due to death shall be paid to the Beneficiary, by deducting the amount already paid to the Insured due to the personal accident,

i) if after determining the extent of permanent health impairment, and before the payment of the benefit, the Insured died for any other cause than personal accident covered by the liability of BALCIA, the benefit shall be paid to the Beneficiary in the amount due to permanent health impairment,

j) in the event of occurrence, as a result of the same personal accident, of several types of permanent health impairments, the amount of the benefit shall be equal to the product of the sum insured in case of permanent health impairment, and the sum of percentage ratio determined for each type of permanent health impairment occurred as a result of that accident, provided that the total value may not exceed 100%. In the event when the total value exceeds 100%, the benefit shall be paid up to the amount of the sum insured.

## **5. Civil liability insurance in private life**

### **5.1. Subject matter and scope of the insurance**

5.1.1. The subject matter of the insurance shall be civil liability of the Insured for personal or material damages caused within the liability period of BALCIA to a third party in the territory of the Republic of Poland in relation to exercising actions of private life, being a consequence of tort, within the limits of statutory liability (tort civil liability).

5.1.2. Exercising actions of private life shall be understood as actions and omissions exclusively in private life, not related to any professional activities.

5.1.3. BALCIA, within the limits of the guarantee amount, shall refund justified, factually incurred and documented costs:

- a) of actions taken by the Insured after accident to prevent damage or reduce its extent, if the actions are appropriate, even if they proved ineffective,
- b) remuneration of experts appointed by a written consent of BALCIA to establish circumstances, causes and extent of damage,
- c) of defence proceedings in a civil dispute conducted at the request of BALCIA or with its consent.

## 5.2. Exclusions of liability

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Except for exclusions set out in point 2.1., BALCIA shall not be liable for damages:

- a) caused to relatives of the Insured,
- b) damages caused by activities resulting from the profession, volunteering work and vocational trainings, pursuing business or agro tourism activity, or performing a function in legal entities and other organisational units,
- c) covered by the mandatory insurance scheme,
- d) covering lost profits,
- e) caused in the environment,
- f) resulting from transmitting infections or other communicable diseases by the Insured to other persons,
- g) caused by animals other than those domestic ones, kept by the Insured or persons living with him in the same household,
- h) caused in relation to possession or use of any vehicles, set out in the Act on Road Traffic of 20 June 1997, with regard to aircrafts and vessels (exclusion shall not apply to: bikes, bike carts, muscle-powered wheelchairs, water equipment for own use),
- i) caused by a normal wear and tear of property during its use or its excessive load as well as use contrary to their purpose,
- j) arising out from infringement of personality rights or intellectual property rights,
- k) those arose out from monetary values, jewellery, precious metals and stones products, works of art, collections, collection of archives, documents, data carriers and data,
- l) consisting in the payment of fines, both contractual and extra-contractual, court or administrative fines, taxes, other public law liabilities, interest on those penalties and fines,
- m) arising out from assuming liability by the Insured for damages in a broader scope than it arises out of the law,
- n) resulting from loss or damage of property belonging to the Insured or property of other person, which was used by the Insured under tenancy, lease, lending for use, usage, storage or other civil law agreements,
- o) resulting from the consequence of contractual liability (for non-performance or undue performance of the liability),
- p) occurred while performing activities other than activities in private life.

## 5.3. Proceedings in case of the insurance accident

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5.3.1. In the event of insurance event, the Insured shall be obliged to:

- a) immediately contact BALCIA, however no later than within 7 days from the date of occurrence of insurance accident which can result in the liability of BALCIA, and to provide the circumstances of the damage,
  - b) to inform BALCIA about the claim against the Insured for compensation or other demand - immediately, however no later than within 7 days from the day of claim or demand, or receiving information about that, unless it is not possible to inform BALCIA within that period,
  - c) to provide BALCIA with a decision of court within the period allowing for making a decision on applying a judicial remedy,
  - d) to grant to BALCIA or a person appointed by BALCIA a power of attorney to handle court case or to appeal to a civil court to defend the interests of the Insured, if the aggrieved party took legal action against the Insured.
- 5.3.2. The insured shall not be entitled to recognise and

satisfy claims, nor to conclude conciliation with the aggrieved party without a written consent of BALCIA.

5.3.3. BALCIA shall not be liable in the event of recognising a claim to remedy damage by the Insured which is covered by the civil liability insurance, unless BALCIA agreed so.

5.3.4. If in the event of violating obligations due to wilful act or gross negligence, referred to in point 5.3.1, and violation thereof affected determination of causes of damage, its extent or amount of compensation, BALCIA may refuse in part or completely the payment of compensation for damages thus occurred.

## 5.4. Manner of determining the amount of compensation or benefit

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5.4.1. BALCIA shall determine the amount of compensation or benefit within the limits of civil liability of the Insured with consideration of provisions of the GTC, however not higher than up to the guarantee amount specified in the insurance contract.

5.4.2. In the event of material damages, the determined amount of compensation shall be decreased by deductible franchise in the amount of PLN 200.

## 6. Final provisions

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6.1. In agreement with the Policyholder, the insurance contract may be amended by additional provisions or different than those in the GTC.

6.2. The introduction of the provisions, referred to in point 6.1., shall be made in writing, otherwise being null and void.

6.3. Notifications and representations which in connection with the insurance contract are made by parties to that contract shall be made in writing.

6.4. The language applicable to correspondence and contacts with BALCIA shall be the Polish language.

6.5. The issues not covered by the GTC shall be governed by the appropriate provisions of the civil code, act on Insurance Activities and other generally applicable provisions of Polish law.

6.6. The General Terms and Conditions of Insurance for Foreigners no. PL-2UC are approved by the Resolution of the Management Board of Balcia Insurance SE No. LV1\_0002/02-03-03-2020-68 of 02.09.2020.

6.7. The General Terms and Conditions PL-2UC shall apply to insurance contracts concluded from 02.09.2020.

BALCIA INSURANCE SE wpisana do Rejestru  
Przedsiębiorstw Republiki Łotewskiej pod nr 40003159840  
Kapitał zakładowy: 14 220 000 EUR, [www.balcia.com](http://www.balcia.com)

BALCIA INSURANCE SE Spółka europejska Oddział w Polsce wpisany  
do KRS pod nr 0000493693, NIP 108 001 65 34, REGON 147065333  
Bank PEKAO S.A. Nr. konta 78 1240 6292 1111 0010 5335 6339 (PLN)

Al. Jerozolimskie 136, 02-305 Warszawa  
+48 222 703 100, [info@balcia.pl](mailto:info@balcia.pl), [www.balcia.pl](http://www.balcia.pl)