

CONDITIONS OF INSURANCE FOR EURO 26 CARD HOLDERS Version POLAND

GENERAL PROVISIONS

§ 1

Basing on these General Insurance Conditions SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A., hereinafter referred to as „**Insurer**”, concludes insurance contracts covering the consequences of personal accidents for the benefit of all the holders of EURO 26 POLSKA cards who, on the date of acquisition, have reached the age of 7 and not exceeded the age of 30, hereinafter referred to as „**Insureds**”, with Polish Youth Cards Society with the seat at Gdansk at 11/13 Długi Targ Street, hereinafter referred to as „**Policyholder**”.

DEFINITIONS

§ 2

- 1. Beneficiary** – the person authorized to receive the benefit in the case of the Insured’s death appointed by name by the Insured.
In the case the beneficiary has not been appointed, the members of the Insured’s family are entitled to receive the benefit in the following order: spouse, children, parents, other statutory heirs.
- 2. Next of kin** – spouse, concubinage partner, children (also those adopted), brothers or sisters, parents.
- 3. Personal Accident** – a sudden event caused by external circumstances, in the consequence of which the Insured, irrespective of his or her will, suffered an injury, health disorder or died.
- 4. Permanent health detriment** – kinds of the Insured’s injuries suffered as a result of a covered personal accident as mentioned in the Benefit Table under § 11 hereof, whereby the permanent injury shall be understood as distemper or permanent malfunction of an organ.
- 5. Practising record-seeking sports** – practising sports within sport sections or clubs or for profit as well as the participation in the travels to the places where extreme climatic or natural conditions prevail or in the expeditions.
- 6. Expedition** – an organized travel aimed at the implementation of the assumed sport- or science-oriented tasks.
- 7. High-risk sports** – rafting or other water sports practised on mountain rivers, diving with the use of oxygen bottle, parachuting, paragliding, gliding and pilotage of any motor aeroplanes, bungee jumping, fight sports, any kind of defense arts, climbing in mountains or on rocks, speleology, hunting, horse-riding, bobsleigh, ski jumping, water-skiing and any sports in which vehicles moving on the snow or ice.
- 8. Chronic disease** – a sickness of long duration, lasting usually for months or years with the need to undergo permanent or periodical treatment.
- 9. Insurance document** – any valid version of EURO 26 card issued by the Policyholder.
- 10. Fracture** – traumatic break of bone tissue continuity; also the traumatic peel of epiphysis gristles shall be regarded as a fracture.
- 11. Burn** – damage of skin and the tissues situated under the skin, resulting out of the exposure to high temperature, chemical substances, radiation or electric current.
- 12. Frost-bite** – damage of skin and the tissues situated under the skin resulting out of the exposure to low temperature.
- 13. Brain contusion** – a group of clinical symptoms which occur after a head injury characterized by loss of consciousness with the amnesia covering the time just before the injury, followed by the recovery without any defects of neurological character.
- 14. Brain concussion** – local crush or rupture of brain tissue accompanied by intra-parenchymial bleeding or a local swelling.
- 15. Loss of an organ** – amputation or total loss of control over the organ.

INSURANCE DOCUMENT

§ 3

1. Insurance contract conclusion shall be confirmed by the insurance document.
2. Insurance document shall include at least the following data:
 - 1) first name and surname of the Insured,
 - 2) insurance period (period of the card's validity).

SUM INSURED

§ 4

1. Sum insured shall constitute the upper limit of insurer's liability for all the claims covered and resulting out of one event, regardless of the total number of events during the insurance period.
2. Sums insured in respect of particular types of insurance have been defined in the following table:

SCOPE OF COVER	SUM INSURED and upper limits of liability
Consequences of accidents	
Permanent health detriment	20.000 zł
Death in the consequence of an accident	15.000 zł
Daily hospital allowance	40 zł, from the 10th till the 60th day of the stay at hospital

INSURANCE PERIOD

§ 5

1. Insurance period shall be defined in the insurance document.
2. Insurer's liability shall be commenced on the date indicated as insurance commencement in the insurance document, not earlier than on the day following the date of card issuance and payment of premium.
3. Insurer's liability shall be ended on expiry of the insurance period indicated in the insurance document as the end of insurance

INSURANCE CONTRACT TERMINATION

§ 6

1. The insurance contract concluded for a period exceeding 6 months may be terminated by Policyholder within 30 days and, in case of the Policyholder being a legal entity, within 7 days from the date of contract conclusion. Termination of the contract shall not release the Policyholder from his obligation to pay premium for the period in which SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. gave the cover.
2. No administration costs shall be deducted if termination takes place within the statutory time.

PERSONAL ACCIDENT INSURANCE (RISK CODE - NW)

INSURANCE SUBJECT

§ 7

The subject of cover are the consequences of any accident suffered by the Insured on territory of the Republic of Poland.

§ 8

Insurer shall pay the following benefits:

- 1) related to the permanent health detriment:
 - a) in the case of health detriment of 100% - full sum insured as specified in the contract,
 - b) in the case of a partial health detriment – the percentage of the sum insured corresponding to the percentage of health detriment,
- 2) in the case of the Insured's death in the consequence of an accident, if the death followed within 2 years from the date of accident – 100% of the sum insured as specified in the contract.

§ 9

1. In the case of the Insured's hospitalization in the consequence of an accident covered the Insurer shall pay additionally a daily hospital allowance amounting to 40 zł for each day of hospitalization beginning from the 10th day, however not longer that up to the 60th day of hospitalization.
2. The cover mentioned under clause 1 above refers to hospitalization on territory of the Republic of Poland.
3. The daily allowance shall be paid on the basis of hospitalization information card.

LIMITS OF LIABILITY

§ 10

1. The cover shall not include the accidents which occurred in the following cases:
 - 1) disturbances of consciousness and mind, also in the case such disturbances occurred under the influence of alcohol, drugs or any other stupeficients,
 - 2) attacks of apoplexy, epilepsy or other spasmodic attacks covering the Insured's body.
The cover exists if such disturbances or attacks result out of the accident covered.
 - 3) attempt to commit or committing a crime or suicide,
 - 4) driving a vehicle or other means of transport by the Insured without the required license authorizing to drive such a vehicle,
 - 5) mental disturbances, depressions, chronic diseases, innate defects,
 - 6) hostilities, state of war, martial law, state of emergency or the Insured's participation in commotions, riots, strikes, protests, road blockades or fight,
 - 7) improper treatment or improperly performed operations on the Insured's body.
The cover exists, if the treatment including diagnosis and operations was the consequence of the accident covered by the insurance contract,
 - 8) infections.
The cover exists, if the Insured was infected by a virus and/or pathogenic germs as a result of injury suffered by the Insured in the accident.
Insignificant abrasions of skin or mucuous membrane shall not be considered as the wounds suffered in an accident.
Consequences of virus or germ infections which occurred as a result of abrasions during the accident or later are excluded from cover. This limit shall not refer to rabies and tetanus.
 - 9) Alimentary intoxications as a result of the intake of the liquid or solid substances,
 - 10) Abdominal or inguinal hernia,

- 11) Damages of spinal disks, bleeding from internal organs, cerebral hemorrhage, infarcts, apoplexy,
 12) Practising professional sports,
 13) Practising high-risk sports.

TABLE OF BENEFITS PAID WITHIN PERSONAL ACCIDENT INSURANCE

§ 11

Item	Kind of injury	Grade of permanent health detriment	
		Right	Left
1	Skull fracture:		
a	skull bones	1-20	
b	Facial bones- yoke bone, maxilla	1-20	
2	Mandible fracture	1-15	
3	Nasal bone fracture	1-10	
4	Spinal fracture:		
a	Cervical	1-40	
B	Thoracic	1-25	
c	Lumbar	1-35	
5	Sternum fracture	1-10	
6	Rib fracture	1-5	
7	Fracture of the bones constituting the pelvis (excluding caudal bone):		
a	In front section (femoral bone, ischial bone)	5-15	
b	In front and rear section (Malgaigne's type)	10-35	
8	Femoral bone fracture (within proximal epiphysis, femoral neck or shaft)	5-55	
9	Fracture (intra-articular) of distal epiphysis of femoral bone or the proximal epiphysis of tibial bone	1-30	
10	Tibial bone fracture	5-40	
11	Fibula fracture	1-5	
12	Patella fracture	5-40	
13	Fracture of tibial bone and fibula (both shank bones)	5-40	
14	Calcaneal bone fracture	1-25	
15	Talus fracture	1-20	
16	Fracture of tarsal bones	1-15	
17	Fracture of metatarsal bones	1-15	
18	Hallux fracture	1-12	
19	Fracture of toes from II to V (for each toe)	1-3	
20	Total loss of lower extremity at the level of:		
a	Hip joint	75	
b	Thigh	70	
c	Knee joint	65	
d	Shank	50	
21	Total loss of foot	40	
22	Total loss of the hallux (in the case of partial loss – 1/3 of the value for each phalanx)	6	
23	Total loss of the toe from II to V of the foot (in the case of a partial loss- 1/3 of the value for each phalanx)	2	
24	Scapula fracture	1-40	1-35
25	Clavicle fracture	1-15	1-10
26	Fracture of proximal epiphysis of the arm bone	1-30	1-20
27	Fracture of arm bone shaft	5-45	5-40
28	Fracture (intra-articular) of the distal epiphysis of arm bone or the proximal epiphysis of ulnar bone	1-25	1-20

29	Fracture of the shaft of ulnarbone or the shaft of radial bone	1-30	1-25
30	Fracture (intra-articular) of the distal epiphysis of ulna bone or the distal epiphysis of radial bone	1-25	1-20
31	Fracture (intra-articular) of distal epiphysis of radial and ulnar bones (both forearm bones)	1-35	1-30
32	Fracture of wrist and metacarpal bones	1-25	1-20
33	Fracture within thumb	1-20	1-15
34	Fracture of index finger	1-15	1-12
35	Fracture within fingers III to V of the hand (for each finger)	1-10	1-7
36	Total loss of upper extremity at the level of:		
a	Shoulder	75	65
b	Arm	70	60
c	Forearm	65	55
d	Wrist	55	45
37	Total loss of thumb (in the case of a partial loss- 1/3 of the value for each phalanx)	20	15
38	Total loss of index finger (in the case of a partial loss- 1/3 of the value for each phalanx)	15	10
39	Total loss of finger III to V of the hand (in the case of a partial loss- 1/3 of the value for each phalanx)	5	4
40	Total loss of vision of both eyes	100	
41	Total loss of vision in one eye	40	
42	Total loss of vision in one eye without the loss of eye	35	
43	Total loss of auricle	10	
44	Total hearing loss in both ears	60	
45	Total hearing loss in one ear	20	
46	Total anarthria	100	
47	Total loss of tongue	40	
48	Total loss of nose (including nasal bones)	15	
49	Total anosmia	10	
50	Total loss of a lung	30	
51	Total loss of a kidney	35	
52	Total loss of stomach	20	
53	Total loss of spleen	15	
54	Total loss of uterus	40	
55	Total loss of mammary gland	25	
56	Total loss of ovary or testis	20	
57	Total loss of penis	35	
58	Paralysis of four extremities – permanent	100	
59	Paralysis of two extremities – permanent	80	
60	Brain concussion	5	
61	Brain contusion	10	
62	Grade II burn up to 1% of body surface	1-5	
63	Grade II burn from 1% up to 15% of body surface	6-20	
64	Grade II burn from 16% up to 30% of body surface	21-35	
65	Grade II burn above 30% of body surface	36-100	
66	Grade III burn of up to 5% of body surface	1-20	
67	Grade III burn from 6% up to 10% of body surface	21-50	
68	Grade III burn of above 10% of body surface	51-100	
69	Airways burn to be treated at the hospital	1-100	
70	Grade II frostbite or higher (one finger or toe)	5	
71	Grade II frostbite or higher – more than one finger or toe	15	
72	Grade II frostbite or higher of nose or ear	20	
73	Damages of face coverings (scars, losses)	1-20	

74	Scars of thorax coverings	1-20
75	Scars of abdominal coverings	1-20
76	Scars of coverings of lower and upper extremities	1-15

PROCEDURE IN THE CASE OF AN ACCIDENT

§12

1. The Insured shall be obliged:

- 1)** to make efforts aimed at the mitigation of consequences of the event by gaining promptly the medical aid and undergoing the recommended treatment and rehabilitation.
 - 2)** to take up an active co-operation with SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. aimed at the explaining of all the circumstances connected with the occurrence of the sudden disease or accident and the determining of the consequences thereof.
 - 3)** to gain the medical first aid documentation comprising the depiction of injuries and certifying the medical diagnosis including the results of examining,
 - 4)** to gain medical documentation of post-accident treatment including results of tests, and other documents related to the event
 - 5)** to fill in loss report form precisely and send it to SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A.
 - 6)** to release the doctors carrying out the treatment of the Insured from the obligation of professional secrecy towards SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. and to allow the access to the documentation related with the treatment.
 - 7)** to release public and non-public health service units as well as Social Insurance Institution (ZUS) from the obligation of professional secrecy and to allow the access to the medical documentation,
 - 8)** to secure the evidence related to the sudden disease or accident for the purposes of claim justification,
 - 9)** at the request of SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. to subject to the examining to be carried out by a doctor appointed by SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A., laboratory tests or clinical observation in order to determine the state of health or to define the permanent health detriment. Any costs related thereto shall be covered by SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A.
- 2.** In the case of the Insured's death- the beneficiary mentioned by name, shall be obliged to submit additionally a copy of death certificate and the documents of his or her identity; if there is no such person mentioned by name, a member of the Insured's family applying for the benefit payment shall be obliged to submit the documents certifying his or her relationship or affinity to the Insured.

DETERMINATION AND PAYMENT OF BENEFIT

§13

- 1.** Upon being notified about the event covered, SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A., within 7 days from the date such a notification has been received, shall inform the Policyholder and the Insured about it and carry out the procedure aimed at the determining of the factual circumstances of the event, the justification of the reported claims and the amount of benefit to be paid, and also notify the Policyholder, the Insured or the beneficiary entitled in view of the insurance contract, in writing or by e-mail, what documents are required in order to determine the benefit.
- 2.** Determination of fairness and amount of the benefit shall take place on the basis of the evidence submitted by the Insured or by Beneficiary; however SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall be entitled to verify such documents and consult them with specialists.
- 3.** Fairness and amount of the benefit shall be determined by SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. on the basis of the following:
 - 1)** the medical first aid documentation comprising the depiction of injuries and certifying the medical diagnosis including the results of examining,
 - 2)** medical documentation of post-accident treatment including results of tests,
 - 3)** Hospital information card- in case the Insured applies for hospital daily allowance as defined under §9 hereof,

- 4) police report drawn up at the place of accident,
 - 5) death certificate- in case of the Insured's death,
 - 6) statement of the witnesses to the event,
 - 7) a license for driving a vehicle.
4. Types and amounts of the benefits to be paid shall be determined upon finding the causality between the accident and the Insured's death or permanent health detriment.
 5. Determination of the causality as mentioned under § 13 clause 4 hereof and the types and amounts of benefits to be paid shall follow on the ground of the provided documents as specified under § 13 clause 3 hereof.
 6. Determination of the grade of permanent health detriment shall be carried out by doctors to be appointed by Insurer, pursuant exclusively to the Table of Benefit presented in § 11 hereof.
 7. The grade of permanent health detriment shall be established promptly upon completion of treatment including rehabilitation, 24 months from the date of accident at the latest.
 8. In the case of loss or damage of an organ or system the functioning of which had already been handicapped prior to the accident because of a disease or permanent disability, the grade of permanent health detriment shall be determined as the difference between the grade of permanent health detriment as defined after the accident and the one existing prior to the accident.
 9. In the case more than one injury specified in the Table of Benefits under §11 hereof occur in the consequence of the accident covered, the amount of benefit for health detriment shall constitute the sum of benefits for each type of permanent health detriment, however not more than the amount of the sum insured in the case of 100% health detriment.
 10. In the case of an injury of upper extremities of left-handed persons the amount of permanent health detriment shall be defined by taking the grade of permanent health detriment in respect of the left hand as the one foreseen for the right hand.
 11. When determining the grade of permanent health detriment, such factors as the kind of job or other activities performed by the Insured shall not be taken into consideration.
 12. If the Insured has received the benefit because of the permanent health detriment then died in the consequence of the same accident, then the death benefit shall be paid if it is greater than the one paid to the Insured because of permanent health detriment, whereby the amount formerly paid shall be deducted.
 13. If the Insured died after the grade of permanent health detriment had been determined and the death remains in no causality with the accident, then the permanent health detriment benefit which was not paid to the Insured prior to his or her death, shall be paid to beneficiary; if there is no beneficiary appointed by name, then burial costs shall be reimbursed to the person who incurred such costs, within the limits of such a benefit.
 14. If the grade of permanent health detriment has not been determined prior to the Insured's death, then it is assumed as the supposed one in the opinion of doctors appointed by SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A.
 15. If the Insured failed to observe any of the duties mentioned under §12 hereof neither has he or she provided the documents required by the Insurer and defined under §13 clause 3 hereof which was of influence to the occurrence of loss, establishing the circumstances or the extent of loss, then SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall be entitled to refuse the payment of indemnity or to reduce it.
 16. Any benefit resulting out of the insurance contract shall be paid in Polish zlotys for the benefit of the Insured or beneficiary.
 17. Sum insured as specified in the contract shall be the upper border value of any benefits to be paid.

§ 14

1. SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall pay the benefit within 30 days from the date the claim was reported.
2. If the circumstances, necessary for the liability of SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. or the amount of benefit to be determined, are impossible to be explained within the above period of time, the benefit shall be paid within 14 days in the amount corresponding to the extent in which the explanation of such circumstances, with proper care, was possible. However, SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall be obliged to pay the undisputable part of the benefit within the period specified under clause 1 above.

3. If the benefit cannot be granted, SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall inform the Insured about it in writing, according to clause 1 above, indicating the circumstances and the legal basis justifying the benefit to have been refused.
4. SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall inform the Insured in writing about the amount of the benefit granted.

PROCEDURE REGARDING APPEALS PROPOSALS AND COMPLAINTS

§ 15

1. The Beneficiary shall be entitled to submit an appeal with the Insurer's Board against the Insurer's decision regarding the amount of the benefit granted or refusal thereof.
2. The appeals shall be settled within 30 days from the date such an appeal has been received.
3. Moreover, the Policyholder, the Insured, Co-insured and Beneficiary can report any complaints to the Insurer in other issues than those described under 1 above.
4. Complaints shall be settled within 30 days from the date such complaints have been received and the; the applicant shall be notified promptly about the result of the procedure.
5. Complaints can also be brought to the Insureds' Ombudsman and to other competent authorities basing on the rules specified in separate regulations.
6. The contents of application letter shall be decisive for such letter to be qualified as an appeal or complaint.

RECOURSE CLAIMS

§ 16

1. On the date of allowance payment SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall take over, by virtue of the law, any claims (recourse) against a third party responsible for the loss up to the amount of the allowance paid.
2. If SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. has covered a part of the loss, the Insured shall be entitled to satisfy his or her claims prior to the claims of SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. in respect of the remaining part of such a loss.
3. SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall not take over any claim against the persons with whom the Insured remains in the common household or for whom the Insured bears responsibility.
4. If the Insured, without consent of SIGNAL IDUNA Polska Towarzystwo ubezpieczeń S.A. has waived a claim against a third party responsible for the loss or limited such a claim, then SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. may refuse the payment of the allowance or reduce it.
5. If the claim waiver or limit is disclosed after the allowance had been paid, SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. may demand the Insured to return the whole amount of the allowance paid or a part thereof.

FINAL PROVISIONS

§ 17

1. Any claim resulting out of the insurance contract can be brought by an authorized person according to the general regulations or before the court of justice which is competent for the seat of Policyholder, address of the Insured beneficiary or another person authorized in view of the insurance contract.
2. Any notifications and declarations of the Insured, Policyholder, Beneficiary and the person submitting a complaint in respect of the insurance contract shall be submitted in writing against a receipt or be sent by recommended letter.
3. If the Insured, Policyholder, Beneficiary or the person submitting the claim have changed his or her address or seat and have not notified SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. about this fact, then SIGNAL IDUNA POLSKA Towarzystwo Ubezpieczeń S.A. is assumed to have performed its commitment of notification and declaration if e message has been sent to the last address of the Insured's seat known to the Insurer.

4. Any matters not regulated within these General Insurance Conditions shall be settled on the basis of the regulations of Civil Code and those of the Law dated May 22nd 2003 about insurance activities (Journal of Law No. 124, item 1151 dated 16th of July 2003).
5. These Insurance Conditions have been accepted by virtue of the Resolution of the Board No. 8/Z/2004 dated 21.02.2006 and shall apply to the contracts concluded from 01.04.2006 on.

Board President
SIGNAL IDUNA Polska TU S.A.

Alojzy Choda

Board V-ce President
SIGNAL IDUNA Polska TU S.A.

Leslie J. Breer