

# Insurance of medical expenses of foreigners in the Republic of Poland

Document containing information about an insurance product

**Company:** Colonnade Insurance S.A. registered in Luxembourg, acting through its branch in Poland

**Product:** Medical expenses insurance for foreigners in the Republic of Poland

Full information concerning the insurance contract can be found in the General Terms and Conditions of insurance of medical expenses for foreigners in the Republic of Poland of Colonnade Insurance S.A. Branch in Poland of 31 March 2022, applicable to insurance agreements concluded from 1 April 2022 (GT&C). In case of negotiation of the terms of insurance, the provisions found in the offer or policy shall apply.

## What kind of insurance is it?

Individual or group insurance of specific medical costs resulting from bodily injury or illness incurred by a foreigner in the Republic of Poland or in a Schengen state. This insurance can provide protection in case of accidents and third party liability.



### What does the insurance cover?

Insurance may cover, depending on the customer's needs and choice:

#### Medical expenses and costs of travel assistance services, i.e. assistance:

- ✓ outpatient treatments and examinations,
- ✓ consultations and medical fees,
- ✓ hospital stay and treatment,
- ✓ physician's travel costs,
- ✓ purchase of medicines, dressings, infusion fluids and orthopaedic aids,
- ✓ COVID-19: stay and treatment in hospital, medical transport of the Insured, transport of the insured to the country of origin, transport of bodily remains,
- ✓ providing immediate medical attention related to complications resulting from pregnancy – until the 32<sup>nd</sup> week of pregnancy,
- ✓ dental treatment (emergency only),
- ✓ 24-hour telephone service of the Assistance Centre,
- ✓ medical transport of the insured,
- ✓ transport of the insured to the country of origin,
- ✓ transportation of bodily remains,
- ✓ provision of necessary medicines or pharmaceuticals,
- ✓ transmission of urgent information,
- ✓ medical advice and referrals,
- ✓ direct invoicing,
- ✓ visa advice, information on vaccinations,
- ✓ advice on loss of luggage, passport, documents or tickets,

#### Consequences of an accident:

- ✓ death due to an accident,
- ✓ disability resulting in loss of use of a body part or impairment of the function of a body part listed in the Table of Benefits in the GT&C,

#### Third Party Liability:

- ✓ damage to the person or property of a third party.

The sum insured is determined individually, according to the needs of a given client, except for the sub-limits specified in the GT&C.

The insurer's liability under the insurance agreement shall not exceed the limit of liability indicated in the policy for particular risks. This limit shall apply to one person and one incident.



### What does the insurance not cover?

- ! costs of medical treatment incurred outside the Republic of Poland or a Schengen state,
- ! other medical expenses than those mentioned in Article 6 of the GT&C,
- ! bodily injuries which are not included in the table of benefits contained in section 7.1.2 of the GT&C,
- ! third party liability for damage caused in connection with work.



### What are the limitations of the insurance coverage?

Regardless of the coverage selected, insurance does not cover loss events caused by or resulting from the following:

- ! ionizing radiation or radiation contamination of any nuclear fuel or any nuclear waste or waste from the combustion of nuclear fuel,
- ! radioactive, toxic, explosive or other hazardous properties of nuclear explosive devices or their nuclear components,
- ! War (whether or not officially declared), with the insurer providing cover to the insured within 72 hours after the moment when the area in which the insured is located became subject to War,
- ! crime or attempted crime, intentional self-harm, suicide or attempted suicide,
- ! air travel, in a capacity other than that of a passenger of a licensed airline on a scheduled flight which takes place in accordance with the published timetable of the airline concerned or a charter flight,
- ! the insured being under the influence of alcohol (whose blood level exceeds 0.5 permille, and in case of a vehicle driver - 0.2 permille), drugs, other narcotics and psychotropic substances or medicines, unless they have been administered or prescribed by a physician and taken as instructed,
- ! competitive or professional sports,
- ! spraying, application or spreading of pathogenic or poisonous biological or chemical substances,
- ! mental disorders and diseases, neuroses, addictions, depressions, alcohol disease or diseases resulting therefrom, AIDS/HIV or a sexually transmitted disease,
- ! any bodily injury existing prior to the Insurance Period,
- ! active participation in high-risk activities,
- ! compulsory military service, training or standby duty in a military, police or paramilitary organisation,
- ! genetic diseases and congenital defects diagnosed in the insured prior to accession to the insurance,
- ! chronic diseases diagnosed in the insured prior to accession to the insurance, unless an additional premium for aggravation of a chronic disease has been paid,
- ! Pregnancy after the 32<sup>nd</sup> week, delivery, pregnancy pathology, miscarriage or termination,
- ! tropical diseases,
- ! being on long-term sick leave for the last 12 months (minimum 30 days); the disease due to which the insured was on sick leave is not covered,
- ! cosmetic or plastic treatments or surgeries,
- ! bodily injury caused by medical treatment or interventions
- ! the policyholder's wilful or grossly negligent failure to seek medical advice or to comply with medical recommendations,
- ! performance of manual work by the insured, unless an additional premium has been paid for the performance of manual work.

#### Medical expenses and costs of travel assistance services, i.e. assistance:

Insurance coverage does not include:

- ! medical expenses which do not exceed EUR 25,

- ! carrying out examinations that are not necessary for the diagnosis or treatment of the illness, obtaining medical certificates and carrying out preventive vaccinations,
- ! treatment exceeding the extent necessary to restore the insured's health condition to enable their return or transport home or to a medical facility in the country of permanent residence,
- ! treatment not related to sudden illness or accident,
- ! dental treatment, except for sudden inflammatory conditions requiring immediate necessary medical attention,
- ! when the purpose of stay in the Republic of Poland or a Schengen state is to receive medical treatment or advice,
- ! the loss event is caused by an epidemic or pandemic or arises therefrom, with the exception of benefits set out in point 6.4.6 of the GT&C.

#### The consequences of an accident:

The insurer will not pay benefits for claims related to:

- ! an illness, unless it is a consequence of an accident,
- ! post-traumatic stress disorder,
- ! a medical, psychological or mental condition, excluding insanity, which is a direct result of an accident,
- ! any naturally occurring condition or degenerative process,
- ! a condition caused by a factor characterized by gradual action.

#### Third Party Liability:

The insurer shall not be liable if the claims raised against the insured result from:

- ! the insured's professional activities or under any contract (unless such liability would exist whether or not provided for by contract),
- ! the use of any motor vehicle, aircraft or watercraft,
- ! damage caused by buildings or parts thereof owned, rented or used by the insured or from damage to such buildings or parts thereof,
- ! an intentional and illegal act of the insured,
- ! loss of or damage to property belonging to, entrusted to or under the care or control of the policyholder, the insured or any of their family members or household members (does not apply to a rented room in a hotel or guest house),
- ! incidents occurring as a result of mental disorders and diseases, neurosis, depression of the insured or when the insured is under the influence of drugs, medications (if these are not medications prescribed by an authorized physician), alcohol or inhalants,
- ! claims arising from acquired immunodeficiency syndrome (AIDS) or related diseases, as well as sexually transmitted diseases,
- ! any and all non-material losses, obligations to pay compensation, liquidated damages, fines and other penalties or fees of punitive nature.



#### Where does the insurance apply?

- ✓ On the territory of the Republic of Poland or a Schengen state.



#### What are the responsibilities of the insured?

The insured is obliged to:

- to contact the Assistance Centre without delay in case of an insurance event resulting in the insurer's liability for medical expenses,
- to inform the insurer about an accident leading to a loss within 30 days from the date of the incident causing the loss,
- notify the insurer immediately upon becoming aware of any event which may result in its liability in respect of bodily injury, illness or loss of or damage to property,
- inform the insurer of circumstances which entail a material change in the probability of occurrence of a loss,
- authorize the insurer, in writing, to consult with the physicians in charge of treatment and other persons or authorities in matters relating to the bodily injury or illness as it relates to the proceedings to determine the justifiability of a benefit and the amount thereof,
- use the means at their disposal to prevent or mitigate a loss, as well as to secure the possibility of pursuing compensation claims against the persons responsible for the loss.



#### How and when should premiums be paid?

In one lump sum or in instalments on the date and in the amount stated in the policy by making a payment to the bank account indicated therein.



#### When does the insurance coverage begin and end?

The cover begins on the date indicated in the policy, but not earlier than after the premium is paid.

Coverage ends on the date shown on the policy or 7 days after receipt of a call resulting from non-payment of premium, if not paid within that period.



#### How to terminate the insurance agreement?

The policyholder may terminate the insurance agreement upon 30 days' notice by sending a statement to the insurer at the following address: Colonnade Insurance S.A. Oddział w Polsce, ul. Prosta 67, 00-838 Warszawa.

If the insurance agreement is concluded for a period longer than 6 months, the policyholder shall have the right to withdraw from the insurance agreement within 30 days, and in case the policyholder is an entrepreneur – within 7 days from conclusion of the agreement.

In the case of concluding an insurance agreement with the use of means of distance communication, the policyholder who is a consumer shall have the right to withdraw from the insurance agreement within 30 days from being informed about concluding the insurance agreement.

In the case of an insurance agreement concluded on account of someone else (on account of the insured), the insured may withdraw from the insurance at any time by submitting a declaration of will to the policyholder or insurer in this regard, effective at the end of the month following the month of submission of the declaration. The insured may not terminate the insurance agreement.



GENERAL TERMS AND CONDITIONS OF  
INSURANCE OF MEDICAL EXPENSES OF  
FOREIGNERS IN THE REPUBLIC OF POLAND

## TABLE OF CONTENTS

ARTICLE 1 – DEFINITIONS .....	3
ARTICLE 2 – GENERAL PROVISIONS .....	4
ARTICLE 3 – EXCLUSIONS OF LIABILITY .....	6
ARTICLE 4 – PROVISIONS CONCERNING REPORTING CLAIMS AND PAYMENT OF BENEFITS.....	7
ARTICLE 5 – COVER PERIOD.....	8
ARTICLE 6 – BASIC SCOPE OF COVER .....	8
ARTICLE 7 – OPTIONAL ADDITIONAL LEVELS OF COVER.....	10

### **Information notice**

Information on the conditions for compensation are contained in the following sections of the General Terms and Conditions:

art. 2.2, art. 2.3, art. 4.2, art. 4.3, art. 4.4, art. 5, art. 6, art. 7.

Information concerning the limitations and exclusions of the insurer's liability which entitle the insurer to refuse or limit the compensation are contained in the following sections of the General Terms and Conditions:

art. 2.4, art. 2.8, art. 2.13.2, art. 2.15.1, art. 3, art. 4.2.4, art. 4.2.5, art. 4.3.3.2, art. 5.3, art. 7.1.3.3, art. 7.1.5 – 7.1.7, art. 7.2.1.3, art. 7.2.1.5, art. 7.2.2.

## COLONNADE INSURANCE SOCIETE ANONYME ODDZIAŁ W POLSCE

### GENERAL TERMS AND CONDITIONS OF INSURANCE OF MEDICAL EXPENSES OF FOREIGNERS IN THE REPUBLIC OF POLAND

approved by the Director of Colonnade Insurance Société Anonyme Oddział w Polsce on 31 March 2022 shall apply to insurance agreements entered into after 1 April 2022.

#### ARTICLE 1 – DEFINITIONS

In these General Insurance Terms and Conditions the following terms are defined as follows:

- 1.1. **Beneficiary** – A person entitled to receive the benefit in case of death of the Insured. If the Insured has not indicated a Beneficiary or if there is no Beneficiary entitled to receive the benefit at the time of death of the Insured, the benefit shall be due to the family members of the Insured in the following order: to the Insured's spouse, and in the absence of the spouse – to the Insured's children, and in the absence of the spouse and children – to the Insured's parents, and in the absence of the spouse, children and parents – to the remaining heirs of the Insured. If the Insured does not indicate otherwise the amount of benefit will be divided among all Beneficiaries in equal parts.
- 1.2. **Assistance Centre** – An organisational unit specified by the Insurer, to which the Policyholder or Insured is obliged to report the occurrence of an incident covered by the insurance and which will provide the services specified in these general terms and conditions.
- 1.3. **Illness** – Any unexpected and sudden medical condition diagnosed during the Insurance Period and requiring immediate medical attention.
- 1.4. **Genetic Disease** – A genetically determined disease caused by gene mutations in a gene, genes or chromosomes that are important to the normal structure and function of the body (ICD-10).
- 1.5. **Chronic Disease** – A long-term condition diagnosed or treated permanently or periodically before the beginning of the Insurance Period.
- 1.6. **Mental illness** – The totality of disorders of mental functioning and behaviour, usually a source of suffering or impediment to social functioning, which are the focus of clinical psychiatry, including its branches such as diagnosis, treatment, prevention, etiology and pathogenesis examinations (ICD-10).
- 1.7. **Hospitalization** – Stay and overnight stay in a Hospital as a patient. The necessity of such stay must be confirmed by a Physician.
- 1.8. **Disability** – Loss of use of any body part, organ or impairment of the function of any body part, organ or organ function.
- 1.9. **Country of origin** – The country indicated in the insurance application in which the Insured has a settlement permit or citizenship or where they are covered by social insurance.
- 1.10. **Physician** – Any duly licensed physician practicing as required by applicable law, excluding:
  - 1.10.1. The Insured,
  - 1.10.2. spouse, Child, Partner, parents, in-laws and siblings of the Insured,
  - 1.10.3. an employee of the Insurer.The term Physician includes both a general practitioner and a specialist.
- 1.11. **Maximum Aggregate Sum Insured per Incident** – The maximum aggregate sum payable by the Insurer under the insurance agreement concluded under these GT&C to all Insured who suffered Bodily Injury or Illness caused by the same incident.
- 1.12. **Accident** – A sudden, externally caused, independent of the Insured's will and unexpected event resulting in Bodily Injury.
- 1.13. **Insurance Period** – The period specified in the Policy during which the Insurer provides insurance cover to the Insured.
- 1.14. **Insured** – Unless otherwise specified by the Insurer in the Policy, any person under 80 years of age, named in the Policy as the Insured. Where the Policyholder concludes the Insurance Agreement on their own, they are also the Insured.
- 1.15. **Paraplegia** – Complete and irreversible paralysis of both lower limbs or both upper limbs.
- 1.16. **Partner** – A person who runs a joint household with the Insured, provided that neither this person nor the Insured is married at the same time.
- 1.17. **Policy** – A document issued by the Insurer confirming the conclusion of the Insurance Agreement, containing detailed data concerning the insurance cover granted. The policy is an integral part of the Insurance Agreement.
- 1.18. **Manual Work** – All work and activities that are not mental work, performed during a stay in the territory of the Republic of Poland or the Schengen area, in particular repair and construction work, work at heights, in transport, agriculture, underground, underwater, in metallurgy, in catering, activities using chemical substances, dangerous tools, i.e. impact drills, mechanical saws, pneumatic hammers, mechanical saws and grinders, machine tools, cranes and working machines, road machines.
- 1.19. **Mental Work** – Performance of office work by the Insured in the territory of the Republic of Poland or in the Schengen area, as well as participation in conferences and theoretical trainings.
- 1.20. **Employee** – Any person employed by the Policyholder on the basis of an employment contract, appointment, election, managerial contract or on the basis of a civil law contract.

- 1.21. Sum Insured** – The maximum amount specified in the Policy in Euro for each scope of insurance up to which the Insurer is liable in respect of one Insured in the event of occurrence of an incident covered the insurance.
- 1.22. Hospital** – An in-patient health care institution operating in accordance with the relevant provisions of the law, whose task is to provide round-the-clock medical care, treatment and surgical procedures by qualified nursing and medical staff. The following shall not be considered a hospital: a residential care facility, a mental health facility, a hospice, an addiction treatment facility, a sanatorium, a resort, a spa, or a rehabilitation facility.
- 1.23. Tetraplegia** – Complete and irreversible paralysis of both lower limbs and both upper limbs.
- 1.24. Policyholder** – An adult natural person, legal person or organizational unit without legal personality, concluding an Insurance Agreement with the Insurer, mentioned in the Policy and obliged to pay the premium.
- 1.25. Insurer** – Colonnade Insurance Société Anonyme, 1, rue Jean Piret, L-2350 Luxembourg, registered in Luxembourg under number B 61605, acting in Poland through Colonnade Insurance Société Anonyme Oddział w Polsce, registered in the District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register under number 0000678377, Tax Identification Number NIP 107003845, initial capital EUR 9,500,000 (paid in full), with the registered office at ul. Prosta 67, 00-838 Warszawa.
- 1.26. Bodily Injury** – Bodily injury caused by an Accident occurring during the Period of Insurance.  
The following are not considered to constitute Bodily Injury:
- 1.26.1.** illness, unless it is a consequence of an Accident,
  - 1.26.2.** post-traumatic stress disorder,
  - 1.26.3.** a medical, psychological or mental condition, excluding insanity, which is a direct result of an Accident,
  - 1.26.4.** any naturally occurring condition or degenerative process,
  - 1.26.5.** a condition caused by a factor characterized by gradual action.
- 1.27. Loss of limb** – means:
- 1.27.1.** for the lower limb:
    - 1.27.1.1.** anatomical loss of a limb at or above the ankle, or
    - 1.27.1.2.** permanent loss of function of the whole foot or leg;
  - 1.27.2.** for the upper limb:
    - 1.27.2.1.** anatomical loss of four fingers at the metacarpophalangeal joint (the joint connecting the metacarpals with the fingers) or loss of limb above that joint, or
    - 1.27.2.2.** permanent loss of function of the whole arm or hand.
- 1.28. Loss of speech** – means a complete and permanent loss of speech.
- 1.29. Loss of Hearing** – means complete and permanent loss of hearing.
- 1.30. Loss of Sight** – means complete and permanent loss of sight:
- 1) in both eyes,
  - 2) in one eye, where the degree of visual acuity in that eye after correction is equal to 3/60 or less on the Snellen chart.
- 1.31. War** – Any use of military force against another state, civil war, revolution, invasion, insurrection, seizure of government or military force, deliberate use of military force to seize power, prevent or abate acts of terror.
- 1.32. Competitive or Professional Sports** – Regular and intensive training, with simultaneous participation in competitions or events, conditioning and training camps, also within the framework of membership in sports clubs, unions and sports organizations, regardless of the fact of deriving income from practicing the sport discipline.
- 1.33. Increased Risk Activities** – Active participation in extreme sports, i.e. sports pursued for maximum excitement, which include aerial sports (gliding, ballooning, parachuting, hang-gliding, paragliding, motor-gliding, kitesurfing and all their types as well as practising any disciplines connected with movement in the air), martial arts and self-defence, skiing or snowboarding outside marked routes, jumping on a rubber rope, jumping, BASE jumping, parkour, heliskiing, heliboarding, ski touring, mountain, rock, ice and rock climbing, climbing that requires the use of safety or belaying equipment, speleology, rafting (and all its variants), white water canoeing, motor sports (with the exception of amateur quad motor sports (with the exception of amateur riding on quads, scooters), motorboat sports (with the exception of amateur riding on jet skis, motorboats), sea sailing, mountain biking, downhill, as well as participation in trips to places characterized by extreme climatic or natural conditions, i.e. diving to depths greater than 18 meters, wreck diving, cave diving and diving under ice.
- 1.34. Exacerbation of a Chronic Disease** – Sudden intensification of symptoms of an acute chronic disease occurring during the Insured's stay in the territory of the Republic of Poland or in the Schengen area, which requires immediate medical assistance before returning to the country of origin.
- 1.35. Ordinary and Reasonable Expenses** – Charges and costs incurred, excluding charges and fees that would not have been incurred in the absence of insurance, and charges and fees for medical services that were not medically necessary during the Cover Period.

## ARTICLE 2 – GENERAL PROVISIONS

### 2.1. Conclusion of the insurance agreement

- 2.1.1.** The insurance agreement shall be concluded on the basis of an application of the Insurer.
- 2.1.2.** The insurance agreement shall be deemed to have been concluded at the time when the Insurer accepts the Policyholder's application. Delivery of the Policy to the Policyholder shall mean acceptance of the application by the Insurer.

### 2.2. Territorial scope of cover

- 2.2.1.** The insurance shall cover incidents occurring in the territory of the Republic of Poland, unless an additional premium for the extension of cover to incidents occurring in the territory of a country belonging to the Schengen area has been paid.

**2.2.2.** The provisions of these GT&C relating to the insurance cover or incident in the Schengen area shall apply to the insurance agreement insofar as the insurance cover was extended in accordance with point 2.2.1 above and this was confirmed by an appropriate entry in the Policy.

### **2.3. Insurance Period**

The Insurance Period begins on the date specified in the Policy and lasts for one year, unless otherwise agreed.

### **2.4. Maximum Aggregate Sum Insured**

In the case of a group insurance agreement, the maximum aggregate amount to be paid by the Insurer to all Insured who have suffered Bodily Injury in the same Accident or series of Accidents caused by the same event, cause or circumstance shall be the equivalent of EUR 5,000,000 in Polish zlotys.

The limitation of liability arising from the Maximum Aggregate Sum Insured shall be made in proportion to the Sum Insured for each Insured.

### **2.5. Governing Law and Jurisdiction**

The Insurance Agreement shall be subject to the provisions of Polish law. An action for claims under the Insurance Agreement may be brought either according to general jurisdiction regulations or before a court competent for the place of residence or the registered office of the Policyholder, the Insured, the Beneficiary or a person entitled under the Insurance Agreement, or any heirs of the Insured, the Beneficiary or a person entitled under the Insurance Agreement.

### **2.6. Complaints**

The Insurer shall make every effort to provide a high standard of service to the Policyholder and Insured.

**2.6.1.** If you, the Insured or the Policyholder disagree with our decisions to deny a claim or you have other complaints or grievances, you can apply to us for a review.

**2.6.2.** You, the Insured, the Policyholder, the person entitled under the Insurance Agreement, as well as any heir who has a legal interest in determining liability or enforcing a benefit under the Insurance Agreement have the right to make complaints about the services we provide. You may submit them:

**2.6.2.1.** on paper to Colonnade: ul. Prosta 67, 00-838 Warszawa, or

**2.6.2.2.** electronically by e-mail to reklamacje@colonnade.pl or to an electronic delivery address AE:PL-60996-58497-FSEAB-16, or

**2.6.2.3.** verbally: by phone to 22 528 51 00 or in person for the record during your visit to our office.

**2.6.3.** We will deal with a complaint as quickly as possible, but at the latest within 30 days of receipt, or in particularly complex cases within 60 days of receipt. The date of the reply is deemed to be the date of dispatch.

**2.6.4.** If, in particularly complex cases, we are unable to respond to the complaint within 30 days, we will inform you:

**2.6.4.1.** of the reason for the delay;

**2.6.4.2.** what additional information is needed;

**2.6.4.3.** the new deadline for our response.

**2.6.5.** We respond to complaints in writing:

**2.6.5.1.** electronically: if a complaint is submitted in writing electronically, unless the complaining party requests that the response should be made in writing on paper;

**2.6.5.2.** on paper: if a complaint is submitted in writing on paper, unless the complaining party requests that the response should be made in writing electronically;

**2.6.5.3.** on paper or electronically, as requested by the complaining party: if a complaint is submitted verbally.

**2.6.6.** In addition, complaints can also be made to:

**2.6.6.1.** Financial Ombudsman,

**2.6.6.2.** Commission for Financial Supervision, which supervises our activities in Poland,

**2.6.6.3.** Municipal and District Consumer Ombudsmen.

**2.6.7.** If we do not accept a claim or complaint, you, the Policyholder, the Insured, the Beneficiary, the person entitled under the Insurance Agreement, as well as any heir who has a legal interest in determining liability or enforcing a benefit under the Insurance Agreement have the right to apply to the Financial Ombudsman to review the case or to carry out an out-of-court dispute resolution procedure between the customer and the financial market operator. More information is available at <http://www.rf.gov.pl>.

**2.6.8.** Notwithstanding the provisions of this section, the Policyholder and the Insured or any other person entitled to benefits shall have the right to take legal action to enforce their claims.

### **2.7. Limitation of claims**

Claims under the insurance agreement shall be barred after three years.

### **2.8. Termination, withdrawal from the agreement and withdrawal from the insurance**

**2.8.1.** The Insurance Agreement shall be terminated:

**2.8.1.1.** upon expiry of the Insurance Period;

**2.8.1.2.** before the end of the Insurance Period on 30 days' notice from the Policyholder to the Insurer.

**2.8.2.** The Insurer shall have the right to terminate the Insurance Agreement:

**2.8.2.1.** if it was liable under the insurance agreement prior to the payment of the Premium or the first instalment thereof and the Policyholder had not paid the Premium or the first instalment thereof as at Premium due date (as specified in the Policy);

**2.8.2.2.** where the premium was agreed to be paid in instalments and the Policyholder has failed to pay a consecutive instalment, provided that the Insurer has requested the Policyholder to pay and has stipulated in the summons that failure to pay within seven days of its receipt shall result in termination of the Insurer's liability.

**2.8.3.** If the Insurance Agreement is concluded for a period longer than 6 months, the Policyholder shall have the right to withdraw from the insurance agreement within 30 days, and in case the Policyholder is an entrepreneur – within 7 days from the day of conclusion of the agreement.

**2.8.4.** In the case of conclusion of an insurance agreement by means of distance communication, the Policyholder who is a consumer shall have the right to withdraw from the Insurance Agreement within 30 days from being informed about the conclusion of the Insurance Agreement.

**2.8.5.** In the case of withdrawal from the Insurance Agreement concluded by the consumer using means of remote communication, the Insurance Agreement shall be deemed not concluded and the Policyholder and the Insurer shall be released from any obligations arising therefrom. What the parties have provided shall be returned in an unchanged condition, unless the change was necessary within the scope of ordinary management, within 30 days:

**2.8.5.1.** from withdrawal from the insurance agreement – in the case of Policyholder's benefits,

**2.8.5.2.** from the receipt of a declaration of withdrawal from the Insurance Agreement – in the case of the Insurer's benefits.

**2.8.6.** In the case of an Insurance Agreement concluded on another person's account (account of the Insured), the Insured may withdraw from the insurance at any time by submitting a declaration of will to the Policyholder or Insurer in this respect effective at the end of the month following the month of submission of the declaration. The Insured may not terminate the Insurance Agreement.

**2.8.7.** A written declaration of withdrawal from the Insurance Agreement or withdrawal from the insurance should be sent to the Insurer's address: ul. Prosta 67, 00-838 Warszawa, or to the following e-mail address: info@colonnade.pl.

The deadline shall be deemed to have been met if the declaration is dispatched before the deadline.

## **2.9. Conditions of termination and withdrawal from the Insurance Agreement**

In the event of termination or withdrawal from the Insurance Agreement, the Insurer shall be entitled to the premium for the period of insurance cover provided.

## **2.10. Payment of the insurance premium**

The Policyholder shall be obliged to pay the insurance premium specified in the Policy.

The date of premium payment shall be the date on which the full amount of premium is credited to the bank account indicated by the Insurer.

## **2.11. Additional optional insurance cover**

The cover provided under any of the additional coverage shall be subject to all the provisions and limitations provided in these general terms and conditions of insurance, unless otherwise expressly stated in the provisions relating to the additional coverage.

## **2.12. Change in risk**

In the case of a group insurance agreement, the Policyholder shall notify the Insurer immediately, but no later than within 14 days, of any changes in the business conducted during the Insurance Period, including any acquisition, incorporation and disposal of companies or enterprises.

## **2.13. Disclosure**

**2.13.1.** The Policyholder and Insured shall be obliged to disclose to the Insurer all circumstances known to them and inquired about by the Insurer in the Application for Insurance or in other letters prior to conclusion of the insurance agreement. Where the Insurer has not obtained the information and issued the Policy nevertheless, the information shall be deemed immaterial.

**2.13.2.** The Policyholder and Insured shall be obliged to notify the Insurer of any changes in the above circumstances. The Insurer shall not be liable for the consequences of circumstances which, in breach of the preceding sentences, were not communicated to the Insurer.

**2.13.3.** The obligations set out in the preceding paragraphs shall be borne by the Insured if they knew that the contract was concluded on their account.

## **2.14. Premium**

The Policyholder shall be obliged to pay the premium before the Insurance Agreement is concluded, unless agreed otherwise.

## **2.15. Other insurance**

**2.15.1.** Where the same subject-matter insured at the same time is insured against the same risk with two or more insurers for sums which in aggregate exceed its insured value, the Policyholder and the Insured may not demand a benefit in excess of the loss. Each Insurer shall be liable in such proportion in which the sum insured assumed by it remains to the total sums resulting from double or multiple insurance. The above provision shall not apply to benefits described in point 7.1 of these General Terms and Conditions of Insurance.

**2.15.2.** Where in any of the insurance policies referred to in point 2.15.1, it is agreed that the sum paid by an insurer under the insurance may exceed the loss suffered, payment of the benefit in excess of the loss may be demanded only from that insurer by the Policyholder and the Insured. In this case, for the purpose of determining the liability between insurers, it shall be assumed that in the insurance referred to in this section the sum insured is equal to the insurance value.

## **ARTICLE 3 – EXCLUSIONS OF LIABILITY**

### **3.1. The Insurer shall not pay a benefit if the loss event is caused by or arises from the following factors:**

**3.1.1.** ionizing radiation or radiation contamination of any nuclear fuel or any nuclear waste or waste from the combustion of nuclear fuel;

**3.1.2.** radioactive, toxic, explosive or other hazardous properties of nuclear explosive devices or their nuclear components;

**3.1.3.** War (whether or not officially declared), with the Insurer providing cover to the Insured within 72 hours of the area in which the Insured is located that has been affected by the War;

**3.1.4.** crime or attempted crime, intentional self-harm, suicide or attempted suicide;

**3.1.5.** air travel in a capacity other than that of a passenger on a scheduled flight operated in accordance with the published timetable of an airline or a charter flight;

**3.1.6.** the Insured being under the influence of alcohol (whose blood level exceeds 0.5 permille, and in case of a driver – 0.2 permille), drugs, narcotics and psychotropic substances or medicines, unless they were administered or prescribed by a Physician and taken as instructed;

**3.1.7.** Competitive or Professional Sports;

**3.1.8.** spraying, application or spreading of pathogenic or poisonous biological or chemical substances;

**3.1.9.** mental disorders and diseases, neuroses, addictions, depression, alcoholism or diseases resulting therefrom, AIDS/HIV or sexually transmitted diseases;

**3.1.10.** any Bodily Injury existing prior to the Insurance Period;

- 3.1.11. active participation in high-risk activities;
  - 3.1.12. completion of compulsory military service, training or standby duty with a military, police or paramilitary organisation;
  - 3.1.13. genetic diseases and congenital defects diagnosed in the Insured before the conclusion of the Insurance Agreement;
  - 3.1.14. chronic diseases diagnosed in the Insured, subject to the provisions of point 6.2;
  - 3.1.15. pregnancy after the 32nd week, childbirth, pregnancy pathology, miscarriage or termination;
  - 3.1.16. tropical diseases;
  - 3.1.17. cosmetic or plastic treatments or operations;
  - 3.1.18. injury caused by medical treatment or treatments;
  - 3.1.19. the Insured has not taken medical advice or has not followed medical recommendations through wilful misconduct or gross negligence;
  - 3.1.20. performance of manual work by the Insured, unless an additional premium has been paid for the performance of manual work.
- 3.2. In addition, the insurance cover shall not include:**
- 3.2.1. medical expenses not exceeding EUR 25;
  - 3.2.2. carrying out examinations that are unnecessary for the diagnosis or treatment of a disease, medical checks and obtaining medical certificates and carrying out preventive vaccinations;
  - 3.2.3. treatment exceeding the scope necessary to restore the Insured's state of health enabling their return or transport home or to a medical care unit in the Country of Origin;
  - 3.2.4. treatment not related to the Disease or accident;
  - 3.2.5. dental treatment, except for acute inflammatory conditions requiring immediate essential medical attention;
  - 3.2.6. an event causing the loss which occurred during a stay in the territory of the Republic of Poland or a Schengen state when its aim is to obtain medical treatment or advice;
  - 3.2.7. an event giving rise to the loss is caused by or arises out of an epidemic or pandemic, with the exception of the benefits specified in point 6.4.6.
- 3.3.** No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer or its controlling entity to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, Canada, Luxembourg and Poland.

## ARTICLE 4 – PROVISIONS CONCERNING REPORTING CLAIMS AND PAYMENT OF BENEFITS

### 4.1. Common provisions

#### 4.1.1. Payment of a benefit

The Insurer shall be obliged to pay a benefit within 30 days from the date of reporting the claim. If clarification of the circumstances necessary to determine the Insurer's liability or the amount of benefit is not possible within this period, the Insurer shall be obliged to pay the undisputed part of the benefit within the aforementioned period, and the remaining amount of the benefit – within 14 days from the day in which clarification of these circumstances became possible with due diligence.

**4.1.2.** Benefits shall be paid in Polish zlotys and shall be equivalent to amounts in other currencies according to the exchange rate published by the National Bank of Poland in the tables of average exchange rates of foreign currencies, valid on the day of occurrence of an incident rendering the Insurer liable – up to the Sum Insured indicated in the Policy.

#### 4.1.3. Limitation of the scope of loss

In the event of an accident, the Policyholder as well as the Insured shall be obliged to use all available means to prevent or mitigate the loss, as well as to secure the possibility of pursuing claims for damages against persons responsible for the loss.

### 4.2. Medical Expenses and Assistance

**4.2.1.** In the case of an insured event the Insured is obliged, before taking any actions on their own, to contact the Assistance Centre without delay in order to obtain assistance and information regarding further proceeding.

**4.2.2.** When contacting the Assistance Centre, the Insured or a person acting on their behalf should:

**4.2.2.1.** provide the Policy number, personal data of the Insured, data of the Policyholder,

**4.2.2.2.** provide the Insured's telephone number and their address of residence in the Republic of Poland or in the Schengen area,

**4.2.2.3.** explain in detail the circumstances of the incident and the circumstances of the Insured,

**4.2.2.4.** specify what kind of assistance they expect,

**4.2.2.5.** allow the Insurer's Physicians access to all medical information.

**4.2.3.** For the purpose of investigating a claim, the Insured shall authorize the Insurer, in writing, to consult with the treating Physicians and other persons or authorities in matters relating to the Bodily Injury or Illness insofar as proceeding to determine the validity of the claim and the amount of the benefit are concerned.

**4.2.4.** If the Insured or a person acting on their behalf did not contact the Assistance Centre and this influenced the determination of liability or increased the size of loss, the Insurer reserves the right to reduce the benefit or cover the costs of services up to the amount that the Insurer would have incurred if the services had been organised by the Assistance Centre.

**4.2.5.** Where the medical consultant appointed by the Insurer and the local Physician in charge agree to transport the Insured to their place of residence in Poland or in the Country of Origin, but the Insured refuses this service, the Insurer shall not be liable for medical expenses incurred after the date on which the transport was to take place.

**4.2.6.** In the case of an application for reimbursement of medical expenses the Insured shall be obliged to provide the Insurer with the filled-in Claim Form, original medical bills and proof of their payment, medical documentation allowing the determination of the total amount of medical expenses.

4.2.7. The benefit for reimbursement of medical expenses shall be paid in Polish zlotys and it shall be an equivalent of amounts in other currencies according to the exchange rate published by the National Bank of Poland in the tables of average foreign exchange rates valid on the day of occurrence of an event causing the Insurer's liability – up to the Sum Insured indicated in the Policy.

#### 4.3. Accident

In the event of an insured event, the Insured or the Beneficiary shall be obliged to notify the Insurer of the loss within 30 days from the date of the event causing the loss.

##### 4.3.2. Required documents

The Insured or Beneficiary will attach the following documents (if in their possession) to the application for payment of benefits/compensation:

- 4.3.2.1. Claim Form including, but not limited to, a description of the circumstances of the event giving rise to the loss, name(s) of witness(es),
- 4.3.2.2. medical documentation regarding the injuries suffered by the Insured including in particular the date of the accident, the diagnosis and the type of treatment administered,
- 4.3.2.3. in the case of death – death certificate (or its copy certified as a true copy by a notary public),
- 4.3.2.4. documents proving identity,
- 4.3.2.5. a police report or any other official report.

The Insurer reserves the right to request additional information and documents, if they are in the possession of the person submitting the claim and will be necessary to consider the claim.

##### 4.3.3. Claims adjustment

###### 4.3.3.1. Loss assessment

The Insurer may require the Insured to undergo a medical examination at the Insurer's expense in connection with a claim.

###### 4.3.3.2. Deterioration of health independent of the Accident or Illness

If the consequences of the Accident were influenced by: pre-existing disabilities, previous experimental treatment or the Insured's refusal or neglect to undergo treatment prescribed by a Physician, the Insurer shall consider these circumstances as not being the consequence of the event causing the loss. In this case the benefit payable may be reduced in proportion to the effect of these circumstances on the Insured's condition.

#### 4.4. Third party liability

4.4.1. To make a claim, send to the Insurer:

- 4.4.1.1. a completed claim form,
- 4.4.1.2. documents proving the identity of the applicant.

4.4.2. The notification of claim and documents relating to the claim may also be forwarded in copies to the email address: szkody@colonnade.pl.

### ARTICLE 5 – COVER PERIOD

- 5.1. The insurance cover lasts 24 hours a day during the Insurance Period.
- 5.2. Insurance cover shall commence on the first day of the Insurance Period as specified in the Policy, but no earlier than on the day following the payment of the premium, unless otherwise agreed.
- 5.3. Insurance cover shall end on the last day of the Insurance Period as specified in the Policy.

### ARTICLE 6 – BASIC SCOPE OF COVER

6.1. The insurance shall cover medical expenses and assistance as specified below:

Basic insurance cover	Sum Insured for one person per incident
<b>Treatment costs</b>	
outpatient procedures and examinations	up to 10% of SI
consultations and medical fees	up to 10% of SI
hospital stay and treatment	up to 100% of SI
Physician's travel costs	2 visits
purchase of medicines, dressings, infusion fluids and orthopaedic aids	up to 10% of SI
COVID-19: stay and treatment in hospital, medical transport of the Insured, transport of the Insured to the Country of Origin, transport of the bodily remains	up to 100% of SI
providing immediate medical attention due to pregnancy complications – up to 32nd week of pregnancy	up to 10% of SI
dental treatment (only emergency cases) – <b>Sum Insured for one person for one and all incidents during the Insurance Period</b>	up to EUR 100
<b>Costs of travel assistance services, i.e. assistance</b>	
24 h Assistance Centre phone service	unlimited
Medical transport of the Insured	up to 100% of SI
Transport of the Insured to the Country of Origin	unlimited

Basic insurance cover	Sum Insured for one person per incident
Transport of bodily remains	unlimited
Provision of necessary medicines or pharmaceuticals	up to 10% of SI
Transmission of urgent information	up to 100% of SI
Medical advice and referrals	unlimited
Direct invoicing	unlimited
Visa advice, information on vaccinations	unlimited
Advice on loss of luggage, passport, documents or tickets	unlimited
Wherever in the above table the Sum Insured is defined as „unlimited”, it means that the Insurer shall cover costs up to the amount corresponding to the costs of organisation of a given service by the Assistance Centre.	

- 6.2.** For an additional premium the insurance shall also cover assistance costs resulting from chronic diseases as mentioned above and the following costs of treatment: outpatient treatments and examinations, consultations and physicians' fees, hospital stay and treatment, travel of the Physician, purchase of medicines, dressing materials, infusion fluids as well as orthopaedic aids.
- 6.3. The Insurer shall cover up to the Sum Insured specified in the Policy:**
- 6.3.1.** medical expenses resulting from Bodily Injury or Illness incurred within a period of up to 24 months from the date of Bodily Injury or diagnosis of Illness, if the Insured has to undergo immediate treatment in connection with Bodily Injury or Illness suffered during the Cover Period;
- 6.3.2.** costs of travel assistance services listed in the table above, i.e. assistance.
- 6.4. Medical expenses shall be regarded as ordinary and reasonable costs necessary to restore the Insured's state of health so as to enable their return or transport to their place of residence or to a medical care centre in the country of origin, incurred in the territory of the Republic of Poland or in the Schengen area outside the Country of Origin of the Insured on account of:**
- 6.4.1.** examinations and outpatient treatments prescribed by the Physician,
- 6.4.2.** consultations and medical fees,
- 6.4.3.** hospitalisation, i.e. treatment, examinations, procedures and operations which could not be postponed due to the Insured's state of health until their return to the Country of Origin,
- 6.4.4.** the travel of the Physician from the nearest health care centre to the place of stay of the Insured in case the Insured's state of health requires it,
- 6.4.5.** purchase of medicines, bandages, infusion fluids, as well as orthopaedic aids (e.g. prostheses, crutches) prescribed by a Physician, except for nutritional supplements, strengthening agents and cosmetic preparations,
- 6.4.6.** resulting from COVID-19: stay and treatment in hospital, medical transport of the Insured, transport of the Insured to the Country of origin, transport of bodily remains,
- 6.4.7.** provision of immediate medical attention for complications arising from pregnancy up to 32nd week of pregnancy,
- 6.4.8.** dental treatment for Bodily Injury or acute pain and inflammation. The cost of permanent crowns or dentals is not covered.
- 6.5. The following services are provided under assistance:**
- 6.5.1.** 24-hour service  
The Assistance Centre, on the basis of information obtained from the Insured, will arrange assistance in any situation covered by the insurance.
- 6.5.2.** Medical transport of the Insured  
In the event of Bodily Injury or Illness of the Insured, the Insurer shall organise and pay for the costs of transporting the Insured from the place of stay or place of accident to the nearest hospital or health care centre if the Insured's state of health requires transport and the Assistance Centre has agreed to this.
- 6.5.3.** Transport of the Insured to the Country of Origin  
In the event of Bodily Injury or Illness of the Insured, the Insurer shall organize and cover the costs of transport of the Insured to the health care centre or place of residence in the Republic of Poland or the Insured's Country of Origin, if required by the Insured's state of health. The Insured shall be transported by means of a means of transport adapted to the state of health of the Insured, after the Insured is provided with the necessary medical aid in the territory of Poland or in the territory of the Schengen area, which allows the Insured to be transported to Poland or to the Insured's Country of Origin. The Insured shall decide about the necessity and possibility of transport and choose the destination in consultation with the physician in charge of the Insured's treatment. The Insured's transportation costs shall be covered up to the amount corresponding to the costs of organizing such transport by the Assistance Centre and shall not decrease the sum insured for medical expenses and assistance. In the case of the Insured's family members or third parties organizing his or her own transport, the Insurer shall reimburse the costs incurred but only up to the amount of the costs that would be incurred by the Assistance Centre when arranging transport of the Insured.
- 6.5.4.** Transport of bodily remains  
In the event that the Insured dies as a result of Bodily Injury or Illness, the Insurer shall arrange for and pay the costs:
- 6.5.4.1.** transport of the bodily remains of the Insured to the place of burial in the Republic of Poland or in the Country of Origin of the Insured; transport of the bodily remains shall be provided up to the amount corresponding to the arrangement of such transport by the Assistance Centre and its cost shall not decrease the sum insured for medical expenses and unforeseen travel costs, rescue costs, assistance,
- 6.5.4.2.** the purchase of a transport coffin.  
The selection of the method and means of transport of the bodily remains shall be made by the Assistance Centre. The Assistance Centre may also organize and cover the costs of cremation and transport of an urn (ashes) in the territory of the Republic of Poland or

the Insured's Country of Origin, but only up to the costs that would be incurred by Assistance Centre when arranging the transport of the Insured's bodily remains.

In the event that the Insured's family members or third parties organise the transport themselves, the Insurer will reimburse the costs incurred, but only up to the amount of the costs that would have been incurred by the Assistance Centre organising the transport of the Insured's bodily remains.

**6.5.5. Supply of necessary medicines or pharmaceuticals**

In the event that the Physician establishes that there is a justified need to send the Insured the necessary medicines or pharmaceuticals prescribed by the Physician, the Assistance Centre will obtain and deliver to the Insured the necessary medicines or pharmaceuticals or, alternatively, substitute medicines. In all cases where the supply to the Insured of medicine prescribed by the Physician is not connected with Bodily Injury or Illness that occurred during the Cover Period, the cost of this medicine shall be borne by the Insured.

**6.5.6. Transmission of urgent information**

In the event of an unforeseen event which is not attributable to the Insured and which has caused the Insured's journey to be delayed or altered, the Assistance Centre shall, at the Insured's request, provide the necessary information to the designated person or institution.

**6.5.7. Medical advice and referral**

The Assistance Centre provides the following services to the Insured:

- 6.5.7.1.** telephone medical advice,
- 6.5.7.2.** information on physicians and hospitals,
- 6.5.7.3.** arranging medical appointments for the Insured,
- 6.5.7.4.** arranging matters related to the Insured's admission to hospital.

**6.5.8. Direct invoicing**

Wherever possible, the Assistance Centre will settle the costs with the hospitals through direct invoicing so that the Insured does not have to use their own money.

**6.5.9. Visa advice, vaccination information**

The Assistance Centre shall provide the Insured with information regarding visa and vaccination requirements in the Republic of Poland or in the territory of Schengen states.

**6.5.10. Advice on loss of luggage, passport, documents or tickets**

The Assistance Centre shall advise the Insured about possible actions in case of loss or theft of luggage, passport, documents or tickets during their stay in the Republic of Poland or in the territory of Schengen states.

**ARTICLE 7 – OPTIONAL ADDITIONAL LEVELS OF COVER**

**7.1. Accident**

**7.1.1. Death as a result of an Accident**

In the event that the Insured suffers Bodily Injury which, within two years, as the sole and independent of other factors cause death, the Insurer shall pay the Beneficiary a benefit equal to the Sum Insured specified in the Policy.

**7.1.2. Disability**

In the event that the Insured suffers Bodily Injury which, as the only cause independent of other factors, will lead to permanent and irreversible Disability, as specified below in the table of benefits, the Insurer shall pay the Insured the benefit specified in this table, subject to the conditions below and up to the Sum Insured specified in the Policy.

**Invalidity benefit table**

Type of Disability	Benefit expressed as a percentage of the Sum Insured
1) Loss of a limb	100%
2) Loss of vision	
a) in both eyes	100%
b) in one eye	50%
3) Loss of speech	100%
4) Loss of hearing	100%
5) Total permanent incapacity to work	100%
6) Anatomical loss or permanent total loss of function (including paralysis) of:	
a) one thumb	30%
b) the index finger	20%
c) a finger of the hand other than the index finger or thumb	10%
d) the big toe	15%
e) a toe other than the big toe	5%
f) of the shoulder or elbow	25%

Type of Disability	Benefit expressed as a percentage of the Sum Insured
g) of the wrist, hip, knee or ankle	20%
h) of the mandible as a result of surgery	30%
7) Loss of bone tissue (permanent and incurable condition):	
a) full thickness skull, surface area:	
– over 6 cm <sup>2</sup>	40%
– from 3 to 6 cm <sup>2</sup>	20%
– less than 3 cm <sup>2</sup>	10%
b) the shoulder, when bone loss results in impaired use of the upper limb	40%
c) bones of the forearm, when the loss of bone tissue causes an impairment of the use of the upper limb	30%
d) thigh or drumstick where the loss of tissue prevents loading of the lower limb	50%
e) the patella, where the loss of tissue prevents loading of the lower limb	20%
f) shortening of lower limb:	
– more than 5 cm	30%
– more than 3 cm up to 5 cm	20%
– from 1 cm to 3 cm (inclusive)	10%
8) Insanity	100%
9) Paraplegia	100%
10) Tetraplegia	100%

### 7.1.3. Provisions applicable to Accident risk:

**7.1.3.1.** In the event that the Insured goes missing and the competent court or government authority issues a ruling declaring the Insured to be deceased, the Accidental Death Benefit set out in the Policy shall be paid provided that the Beneficiary declares in writing that if it turns out that the Insured is not deceased, they will return to the Insurer any sums paid.

**7.1.3.2.** Death or Disability as a result of exposure to severe weather shall be deemed caused by Bodily Injury.

**7.1.3.3.** In the event that the Insured receives a Disability benefit following a Bodily Injury, after which the same Bodily Injury results in the death of the Insured, any benefits paid in respect of Disability shall be credited towards the Death Benefit as a result of the Bodily Injury.

**7.1.3.4.** In case the sudden and unexpected event was caused by fainting understood as spontaneously receding, short-term loss of consciousness and muscle tone which leads to a fall and occurs as a result of cerebral hypoxia, only Bodily Injury directly resulting from this event shall be covered.

**7.1.4.** The benefit payable for Disability due to paralysis of fingers (other than the thumb and forefinger) and toes (other than the big toe) shall be equal to 50% of the benefit for the loss of those fingers.

**7.1.5.** The insurance does not cover bone tissue losses (item 7 in the table of benefits) resulting from surgical intervention (during surgery regardless of its type and purpose).

**7.1.6.** Where one Accident results in more than one form of Disability, the percentages relating to each Disability shall be cumulative but the Insurer shall not pay more than 100% of the Sum Insured as indicated in the Policy.

**7.1.7.** In the case of a benefit for loss or loss of function of an entire limb, the benefit for loss or loss of function of part of that limb will not be paid.

## 7.2. Third party liability

### 7.2.1. General provisions:

**7.2.1.1.** If in the course of a stay in the Republic of Poland or in the Schengen area during the Insurance Period, the Insured causes Bodily Injury, health disorder or loss of or damage to property of a third party and as a result incurs civil liability towards this third party, the Insurer shall cover the value of claims of this third party towards the Insured on this account up to the Sum Insured specified in the Policy.

**7.2.1.2.** In addition, within the limit of the Sum Insured, the Insurer shall pay all costs and expenses incurred by the Insured in defending against the Claims, subject to the Insurer's prior written consent.

**7.2.1.3.** The Insured is not allowed to acknowledge a claim of a third party, make settlement proposals or satisfy a claim without the express written consent of the Insurer, under pain of losing the right to benefit.

**7.2.1.4.** The Insurer shall have the right, at its discretion, to assume and conduct the defence or settlement of any claim against the Insured. The Insurer may conduct the defence in such manner as it deems appropriate.

**7.2.1.5.** The Insured must notify the Insurer immediately upon becoming aware of any event resulting in their liability for Bodily Injury, health disorder or loss of or damage to property. In the event of a wilful or grossly negligent breach of this duty by the Insured, the Insurer may adequately reduce the benefit if the breach contributed to increasing the loss or made it impossible to determine the circumstances and consequences of the event.

**7.2.1.6.** The Insured shall give the Insurer full assistance in any litigation in which it acts as a defendant and shall provide the Insurer with all information and documents in their possession.

- 7.2.2.** The Insurer shall not be liable under the third party liability insurance of the Insured if the claims made against the Insured result from:
- 7.2.2.1.** the Insured's professional activities or from any contract (unless such liability would have existed independently of the existence of such contract),
  - 7.2.2.2.** the use of any motor vehicle, aircraft or watercraft,
  - 7.2.2.3.** damage caused by buildings or parts thereof owned, rented or used by the Insured or from damage to such buildings or parts thereof,
  - 7.2.2.4.** an intentional and illegal act of the Insured,
  - 7.2.2.5.** loss of or damage to property belonging to, entrusted to or under the custody or control of the Policyholder, the Insured or any of their family members or household members (except a rented room in a hotel or guesthouse),
  - 7.2.2.6.** events occurring as a result of mental disorders and diseases, neurosis, depression of the Insured or being under the influence of drugs, medications (if these are not medications prescribed by an authorized Physician), alcohol or inhalants by the Insured,
  - 7.2.2.7.** claims arising from acquired immunodeficiency syndrome (AIDS) or related diseases, as well as sexually transmitted diseases,
  - 7.2.2.8.** all non-material losses, obligations to pay compensation, liquidated damages, fines and penalties or fees of punitive nature.

The Controller of personal data is Colonnade Insurance S.A. registered in Luxembourg under the number: B 61605, registered office: rue Jean Piret 1, L-2350 Luxembourg, operating in Poland through Colonnade Insurance Société Anonyme Branch in Poland, with its registered office at Prosta 67 street, 00-838 Warsaw (hereinafter: Colonnade or Controller). The legal basis and purpose of the processing of the general personal data is to take steps prior to the conclusion of the contract and to conclude and perform the contract. When personal data of other persons are obtained from the policyholder or any other person contacting the Controller, the legally justified purpose of processing such data is the performance of the contract which is the legal basis for processing. With regard to data concerning the health status of the insured or persons entitled under an insurance contract, included in insurance contracts or declarations submitted prior to the conclusion of an insurance contract, they may be processed respectively for the purpose of insurance risk assessment or the performance of an insurance contract, to the extent necessary in view of the purpose and type of insurance and the legal basis for their processing is the insurance company's entitlement under the Act on Insurance and Reinsurance Activity. In other cases, health data may be processed on the basis of the data subject's consent or on the basis of and for the purpose of establishment, exercise or defence of legal claims.

Personal data may also be processed in order to comply legal obligations imposed on the Controller, and the necessity of processing such data always arises from the law (concerning: insurance activity, claims handling, tax and accounting issues, statistical and actuarial obligations and consumer protection) and for purposes arising from the legitimate interests of the Controller (i.e. reduction of insurance risks by reinsurance, prevention of losses of the Controller by preventing insurance crime, direct marketing of the Controller's own products by conducting analytical activities and contacting the data subject, ensuring compliance with international sanctions by conducting analyses, and asserting or defending against claims arising from the Controller's activities, including taking the necessary steps to secure them).

Personal data may be disclosed to other entities only in connection with the fulfilment of the above-mentioned purposes and on the basis of a written agreement (e.g. to IT service providers, insurance brokers, loss adjusters, debt collectors, marketing agencies) or in connection with purpose of the legitimate interests pursued by the Controller (e.g. to insurance companies, reinsurers, financial institutions or entities providing direct services to the data subject).

Depending on the purpose, personal data are always processed for no longer than the period of limitation of claims or the applicable law. Personal data may be transferred by Colonnade to third countries (outside the European Economic Area) only in situations defined by law, in particular when conditions are met to ensure an adequate level of security of the personal data. The transfer of personal data may take place, inter alia, on the basis of standard data protection clauses adopted by the European Commission, on the basis of a decision of the European Commission finding an adequate level of protection in accordance with Article 45 of the GDPR, or on the basis of the "EU-US Data Privacy Framework", which means that the application of adequate measures for the protection and security of personal data required by European legislation is ensured. In other cases of transfer of personal data outside the European Economic Area, information on this will be made available in the valid privacy notice.

The data subject has the right to request access to personal data, the right to rectify, erase or restrict processing, the right to object to processing, the right to data portability and the right to lodge a complaint to the supervisory authority in charge of personal data protection (both in Poland and in Luxembourg), as well as the right to withdraw the consent. The provision of personal data is necessary for the conclusion and performance of the contract and the fulfilment of Colonnade's legal obligations. Without providing personal data it is not possible to conclude a contract. The provision of a telephone number is optional, as is an e-mail address, unless it is necessary for the provision of insurance documentation. However, direct marketing by e-mail or phone will not be possible without prior consent. Consent may be withdrawn at any time as indicated below and without affecting the lawfulness of the processing carried out on the basis of consent before its withdrawal.

The Controller can be contacted by writing to the Colonnade branch address, by calling +48 22 276 26 00 and by sending an e-mail: info@colonnade.pl. In all matters concerning the processing of personal data, in particular exercising rights related to data processing, right to object or transfer of data outside the EEA area, you can contact the Data Protection Officer at Colonnade (dpo@colonnade.pl) or by sending a letter to the address of Colonnade.

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