



KIDS PROTECT

GENERAL TERMS AND CONDITIONS

FOR THE INSURANCE OF THE CONSEQUENCES OF ACCIDENTS

AON

COLONNADE 
A FAIRFAX COMPANY

1. Conditions for the payment of compensation and other benefits or the value of the insurance purchase:

§ 2: sect. 2.2.1;

§ 6: sect. 6.1, sect. 6.2.1, sect. 6.3.2, sect. 6.3.3, sect. 6.4.1, sect. 6.5.1, sect. 6.6.1, sect. 6.7.1, sect. 6.8.1, sect. 6.9.1, sect. 6.10.1, sect. 6.10.3, sect. 6.11.1, sect. 6.12.1, sect. 6.12.2, sect. 6.12.3, sect. 6.12.8, sect. 6.12.10

2. Limitations and exclusions of liability of an insurance company entitling to refuse to pay compensation or other benefits or to reduce the value thereof:

§ 2: sect. 2.5;

§ 4;

§ 6: sect. 6.3.3 a, b, e, f, g; sect. 6.3.4, sect. 6.4.3, sect. 6.5.2, sect. 6.5.3, sect. 6.6.3, sect. 6.6.4, sect. 6.7.3, sect. 6.8.2, sect. 6.9.2, sect. 6.10.4, sect. 6.12.5

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§ 1. GENERAL DEFINITIONS

In these general terms and conditions of insurance (hereinafter referred to as the GTC), some concepts and terms are defined in a specific manner. These definitions retain the same meaning in the Policy, any attachments, appendices and declarations:

- a) **Beneficiary** - unless the Policyholder indicates otherwise, the Beneficiary is the Policyholder;
- b) **Doctor** - a person holding, in accordance with Polish law, the right to practice as a medical doctor, who is not related to the Insured in the first or second degree and who is a specialist in the relevant field of medicine related to the reason for the claim under this insurance;
- c) **Accident** - a sudden, unexpected event caused by external factors, independent of the Insured's will;
- d) **Insurance Period** - the period in which the Insured is granted insurance coverage (in accordance with the Policy and the following wording of these terms and conditions of insurance);
- e) **Scheduled Flight** - a flight taking place in accordance with the published flight schedule of an airline;
- f) **Policy** - a document confirming the conclusion of the insurance contract, containing details of the insurance protection provided;
- g) **Premium** - amount due to Colonnade for the Insurance period;
- h) **Sum Insured** - the maximum amount specified in the Policy for each insurance coverage, up to the amount of which the Insurer is liable in the event of an event covered by insurance, subject to the relevant provisions of the general insurance conditions;
- i) **Policyholder** - a person who has concluded an insurance contract and who in the Policy is called the Policyholder;
- j) **Insured/Child** - the Policyholder's child indicated in the Policy, unmarried; the insurance may cover a child before the age of 19, and in the case a child older than 19 years of age continues their education - before the age of 25, as long as the Child continues their education on the day of the insurance contract conclusion;
- k) **Insurer, Colonnade** - Colonnade Insurance S.A. registered in Luxembourg under the number: B 61605, headquarters: 1, rue Jean Piret, L-2350 Luxembourg, operating in Poland as Colonnade Insurance Société Anonyme Branch in Poland registered in the District Court for the Capital City of Warsaw, 12th Department of the National Court Register, under number 0000678377, NIP 1070038451, with registered office at: ul. Marszałkowska 111, 00-102 Warsaw;
- l) **Bodily Injury** - physical damage to the body caused by an accident that occurred during the insurance period; cases of bodily injuries covered by the insurance are set out in the Table of the Sum Insured;

- m) **War** - any use of military forces against another country, civil war, revolution, invasion, uprising, takeover of government or military forces, purposeful use of military forces to take over, prevent acts of terror or offset the effects thereof.

§ 2. GENERAL PROVISIONS

2.1. Conclusion of the insurance contract

1. The contract is concluded for a fixed period of 12 months, based on an application signed by the Policyholder.
2. The insurance contract may be concluded for the benefit of the Child at the latest on the day of their 19th birthday, and if after the age of 19 the child continues their education - no later than on the day of their 25th birthday.
3. Under one insurance contract, only one child may be covered by insurance.
4. The content of the insurance contract is defined by the Policy and the GTC.

2.2. Subject of insurance, beginning and end of the Insurance Period

1. The insurance covers the consequences of Accidents resulting in Bodily Injury or death of the Child.
2. The beginning and end of the Insurance Period is set out in the Policy.
3. The Insurance Period may end before the date set out in the Policy if the Policyholder withdraws from the insurance contract or if the insurance contract is terminated.

2.3. Withdrawal

1. The Policyholder has the right to withdraw from the insurance contract within 30 days.
2. Withdrawal from the insurance contract does not release the Policyholder from the obligation to pay the premium for the period in which the Insurer provided protection

2.4. Termination

1. The Policyholder may terminate this insurance contract by 30-day notice.
2. In the event of termination of the contract, the Policyholder shall be refunded the appropriate part of the premium for the unused period of insurance.

2.5. Disclosure of information

The Policyholder is obliged to disclose to the Insurer in writing all circumstances that the Insurer had to ask about before signing the insurance contract. In the event the Insurer did not obtain information and nevertheless issued the Policy, undisclosed information shall be considered irrelevant. The Policyholder is obliged to notify the Insurer of any changes to the aforementioned circumstances. The Insurer shall not be liable for the consequences of circumstances which, in breach of the previous sentences, were not disclosed to the Insurer.

2.6. Premium

1. The Insurance Premium is payable once prior to the conclusion of the insurance contract.
2. The amount of the premium depends on the policy option selected by the Policyholder and is set out in the Policy.

2.7. Law and jurisdiction

The insurance contract is subject to Polish law. An action for claims arising from this insurance contract can be filed either in accordance with the provisions on general jurisdiction or before the court competent for the place of residence or the seat of the Policyholder, the Insured or a person entitled under the insurance contract, and in the case of claims of the heirs of the Insured or a person entitled under the insurance - before the court competent for these heirs. Claims under insurance contracts expire after three years.

§ 3. PAYMENT OF BENEFITS

3.1. Reporting claims

1. In order to report a claim, it should be sent in writing to the Insurer at the following address: ul. Marszałkowska 111, 00-102 Warsaw. An application for the payment of the benefit and documents regarding the claim may also be provided in copies to the following e-mail address: szkody@colonnade.pl.
2. Required documents

When making a claim for the payment of the benefit, the following documents must be sent to Colonnade:

- a) completed application form for the payment of the benefit;
- b) medical certificate specifying the type and degree of all injuries;
- c) in the case of a claim for the refund of medical expenses - original copies of all invoices and bills/receipts enabling the Insurer to determine the total amount of medical and other expenses incurred by the Insured;
- d) in the event of the Insured's death - death certificate (or a certified copy thereof), autopsy documents and documents confirming the identity of all Beneficiaries;
- e) police report on the Accident or any other official reports, if available;
- f) other documents required by the Insurer, unless the documents sent to the Insurer are insufficient to properly assess the event or its consequences.

3.2. Medical examination

The Insurer may require that the Child be subjected to medical examination - at the expense of the Insurer.

3.3. The date of the payment of the benefit

The Insurer is obliged to pay the benefit within 30 days from the date of application submission. In the event that it is impossible to clarify the circumstances necessary to determine the Insurer's liability or the amount of the benefit within this period, the Insurer is obliged to pay its indisputable part within the above-mentioned period, and the remaining amount of compensation - within 14 days from the date on which diligence to explain these circumstances became possible.

§ 4. GENERALLY APPLICABLE LIABILITY EXCLUSIONS

- 4.1. The Insurer shall not pay the benefit if the event causing the damage is caused or results from the following factors:
 - a) war (regardless of whether it was officially declared or not);
 - b) intentional self-mutilation, suicide or suicide attempt, crime or an attempt to commit a crime;
 - c) a flight on board of an aircraft in a character other than that of a passenger of commercial airlines during a Scheduled Flight or a charter flight;
 - d) active participation in extreme sports, i.e. sports practised in order to experience maximum feelings; extreme sports include air sports, combat sports, off piste skiing, jumps on a rubber line, heliskiing, heliboarding, mountain and rock climbing, speleology, rafting, motor sports (except for amateur riding on quad bikes, scooters), motorboating sports (except for amateur riding on water scooters, motorboats), as well as participating in expeditions to places characterized by extreme climatic or environmental conditions such as deserts, high mountains (higher than 5,500 m above sea level), bush, poles, jungles and glacial or snow-covered zones that require the use of safety or security equipment, and diving to a depth of more than 18 meters;

- e) any damage to the body existing before the insurance period.
- 4.2. The Insurer shall not be obliged to pay compensation if the Accident has occurred as a result of the Child being under the influence of alcohol or drugs or medicines not prescribed by a doctor or taken contrary to the doctor's or the manufacturer's instructions. The above provision, in the scope regarding being under the influence of alcohol, shall not apply to the Child over 18 years of age, if the content of alcohol in the person's blood, at the time of the Accident, is less than 0,2 per mille.

§ 5. DISPUTES AND COMPLAINTS

The Insurer shall make every effort to ensure a high standard of services for the Policyholder and the Insured.

- 5.1. If the Policyholder/the Insured or other person entitled to benefits under the insurance contract would like to lodge a complaint to the Insurer, they should do so:
- a) in writing to the address: Colonnade: ul. Marszałkowska 111, 00-102 Warsaw, or
 - b) by phone calling at 22 528 51 00 or verbally for the purposes of compiling a report during a visit to the Insurer's offices, or
 - c) by e-mail to the following e-mail address: reklamacje@colonnade.pl.
- 5.2. The Insurer shall send a response to the complaint in writing within 30 days of its receipt, and in particularly complex cases - within 60 days of its receipt. If the complainant would like to receive a response by e-mail, they should provide an e-mail address in the complaint form to which the reply should be sent.
- 5.3. In addition, the Policyholder/the Insured may lodge complaints to:
- a) Financial Ombudsman;
 - b) the Polish Financial Supervision Authority, which supervises the Insurer's operations in Poland;
 - c) Municipal and Poviast Consumer Ombudsmen.
- 5.4. The entity authorized to conduct out-of-court proceedings regarding the resolution of consumer disputes is the Financial Ombudsman (www.rf.gov.pl).
- 5.5. Notwithstanding the provisions of this clause, the Policyholder/the Insured or other person entitled to the benefit has the right to take legal action in order to pursue their claims.

§ 6. SCOPE OF PROTECTION

The insurance cover is provided during the Insurance Period 24 hours a day, all over the world.

6.1. Death due to an Accident

1. The Insurer shall pay the amount of the benefit set out in the Policy if the Child dies within two years from the date of the Accident due to a Bodily Injury.
2. The amount set out in the Policy as a benefit in the event of death as a result of an Accident shall also be paid if the Child is lost and a competent court or a state service issues a decision in which the Child is presumed dead.
3. If the Child is presumed dead, the Beneficiary's condition to receive payment in the event of death is a written consent to repay to the Insurer any benefits received by the Beneficiary if it turns out that the Insured did not die as a result of a Bodily Injury.

6.2. Total permanent disability

1. In the event the Child suffers a Bodily Injury, which as the only cause independent from other factors will result in Total permanent disability, the Insurer shall pay the benefit specified in the Policy.

Under this insurance contract, the following consequences of Bodily Injury shall be treated as Total permanent disability:

Loss of both hands or both legs
Loss of one limb and one eye
Loss of sight (complete and permanent)
Complete paralysis of the limbs
Incurable serious brain damage
Loss of speech (total and permanent)
Loss of hearing in both ears (complete and permanent)

2. Total permanent disability resulting from the impact of harsh weather conditions shall be considered as caused by a Bodily Injury.
3. Loss of limb:
 - in the case of a leg means:
 - a) anatomical loss of a limb in the ankle or above the ankle, or
 - b) permanent loss of function of the whole foot or leg;
 - in the case of a hand means:
 - c) anatomical loss of four fingers in the metacarpophalangeal joint (the joint connecting the metacarpus with the fingers) or
 - d) permanent loss of the entire hand or palm function.
4. Complete paralysis of the limbs - total loss or complete impairment of the muscle function or the ability to receive any stimuli through the limbs.

6.3. Partial permanent disability

1. Partial permanent disability resulting from a Bodily Injury means: total or partial loss of the anatomical part of the body or permanent loss of function of the part of the body or partial loss of function of the whole body.
2. In the event the Child suffers a Bodily Injury, which as the only cause independent of other factors will result in Partial permanent disability, the Insurer shall pay the Insured the benefit specified in the following table of benefits, subject to the following conditions and up to the amount of the Sum Insured specified in the Policy.

Table of benefits

Type of Partial Permanent Disability	The benefit expressed as a percentage of the Sum Insured specified in the Policy
Total loss of a lower limb	50%
Total loss of foot function	50%
Ununited fracture of the femur	50%
Loss of one eye or reduction by half of binocular vision	25%
Ununited fracture of a lower limb bone other than the femur	25%
Partial anatomical loss of the foot, including toes and part of the foot	25%

Type of Partial Permanent Disability	The benefit expressed as a percentage of the Sum Insured specified in the Policy	
Removal of the lower jaw	25%	
Total and incurable loss of hearing	30%	
Total loss of hearing in one ear	10%	
Total loss of hip mobility	20%	
Total loss of knee mobility	20%	
Total loss of metatarsus mobility	20%	
Ununited patella fracture	20%	
Ununited lower jaw fracture	20%	
Loss of at least 90% of teeth	10%	
Anatomical loss of the big toe of the foot or its four other toes	15%	
Shortening of the lower limb by more than 5 cm	20%	
Shortening of the lower limb from 3 cm to 5 cm	10%	
Type of Partial Permanent Disability	The benefit expressed as a percentage of the Sum Insured specified in the Policy	
	Right limb	Left limb
Total loss of upper limb function	60%	50%
Total loss of hand function	60%	50%
Ununited upper limb fracture	50%	25%
Anatomical loss of a thumb	15%	12%
Anatomical loss of an index finger	10%	8%
Anatomical loss of a middle finger	8%	6%
Anatomical loss of a ring finger	7%	5%
Anatomical loss of the little finger of a hand	5%	5%
Total loss of shoulder mobility	25%	20%
Total loss of elbow joint mobility	20%	15%
Total loss of two fingers function	15%	10%
Total loss of wrist mobility	15%	10%

3. Conditions regarding this scope of protection:

- a) if the Child dies as a result of a Bodily Injury before the degree of Partial Permanent Disability is determined, the Insurer shall not be obliged to pay the Partial Permanent Disability benefit, but shall pay the death benefit as a result of the Accident;

- b) if the Child dies after the Insurer has paid for Partial Permanent Disability, and before the expiry of two years from the date of the Accident, the Child's death benefit shall equal the difference between the Sum Insured in the Insurance of Child's death and the amount paid previously for Partial Disability insurance; the above provision applies, as long as Partial Permanent Disability and death are the result of the same Accident;
 - c) the degree of Partial Permanent Disability shall be determined as soon as the Child's health status is considered stable, but not later than within two years of the Accident;
 - d) if a partial anatomical loss of a part of the body or partial permanent loss of a part of the body occurs, the benefit shall be paid in the amount corresponding to the percentage of health impairment due to the total anatomical loss of a part of the body or total permanent loss of a part of the body, in proportion to the degree of such loss or inability;
 - e) if compensation is paid for the loss of the entire limb or loss of function of the whole limb, the Insured is not entitled to a claim for compensation for the loss of a part of the given limb or for the loss of function of part of the limb;
 - f) if the Accident results in more than one form of disability set out in the table of benefits above or in the Ordinance of the Minister of Labour and Social Policy of 18 December 2002, referred to here below, the fractional amounts for all of these forms of disability shall accumulate yet the Insurer shall not pay an amount exceeding 100% of the Sum Insured specified in the Policy for the scope of "Partial Permanent Disability";
 - g) in determining the percentage of damage to health, all forms of permanent disability existing before the Accident result in a corresponding reduction in the percentage of damage to health, which is the basis for determining the amount of compensation;
 - h) if, as a result of the Accident, loss or damage to any part of the body or organs not mentioned above occurs, the percentage of damage to health shall be determined based on the general scale indicated in the Ordinance of the Minister of Labour and Social Policy of 18 December 2002 on detailed rules of adjudication about permanent or long-term damage to health, the procedure for the determination of this damage and the proceedings for the payment of one-time compensation (uniform text of 18 April 2013, Journal of Laws of 2013, item 954) - according to the legal status as at the date of conclusion insurance contracts; in the event of the loss of the force of the above mentioned regulation, the provisions of the legal act that will replace the cancelled ordinance shall apply to the determination of the percentage of damage to health.
4. Exclusions regarding the scope of protection referred to in sections from 6.1. to 6.3: The insurer shall not pay the benefit if a Bodily Injury, death or disability are due to the following circumstances:
- a) illness (not being a consequence of a Bodily Injury), or
 - b) natural causes or degenerative changes, or
 - c) progressively deteriorating health, if it is not a consequence of a Bodily Injury.

6.4. Costs of medical treatment of results of an Accident

1. The Insurer shall pay the benefit due to the Ordinary and Reasonable Costs, up to the amount of the Sum Insured specified in the Policy, for the covered costs of medical treatment, if the Child's state of health requires Immediate treatment as a result of a Bodily Injury.
2. Definitions regarding this scope of protection:
 - a) **Costs of medical treatment** - expenses incurred by the Insured to cover the costs of the following services and materials recommended by the Doctor providing treatment to the Child:
 - i) services provided by Doctors,
 - ii) stay in a medical facility and use of the operating room in this facility,
 - iii) anaesthetics (as well as their administration), x-ray or surgery and laboratory tests,

- iv) ambulance services,
 - v) medicines, medications and therapeutic services and materials, and
 - vi) physiotherapy;
- b) **Immediate treatment** - treatment that begins within 24 hours of experiencing a Bodily Injury;
 - c) **Ordinary and Reasonable Costs** - fees and charges incurred, excluding fees and charges that would not have been incurred in the event of failure to conclude the insurance contract and excluding fees and charges for medical services that were not medically necessary during the Insurance Period.
3. Liability exclusions for this scope of protection: The Insurer shall not pay the benefit if a Bodily Injury or incurring the Cost of Treatment is a consequence or results from:
 - a) illness (not being a consequence of a Bodily Injury), or
 - b) any naturally occurring disease or degenerative process, or
 - c) any factor characterized by gradual action if it is not a consequence of a Bodily Injury.

6.5. Hospital benefits due to an Accident

1. If the Insured Child is admitted to a medical facility as a patient as a result of a Bodily Injury, the Insurer shall pay a daily benefit in the amount specified in the Policy for each full day (24 hours) spent in the medical facility up to the maximum number of days specified in the Policy, provided that the stay in the medical facility has lasted continuously at least three full days.
2. Liability exclusions for this scope of protection: The Insurer shall not pay the hospital benefit due to the Accident, if the stay in a medical facility resulted from the following circumstances:
 - a) treatment of nervous and mental diseases regardless of their type;
 - b) examinations, surgeries and treatments of exclusively cosmetic nature or character related to obesity, impotence, artificial insemination;
 - c) pregnancy and childbirth.
3. The insurance benefit shall also not be due to:
 - a) hospitalization beginning after 180 days from the date of a Bodily Injury;
 - b) stay in psychiatric hospitals and psychiatric wards, in hospices, private or public nursing homes, social welfare homes, sanatoriums, centres and divisions of rehabilitation and detoxification.

6.6. Permanent facial mutilation or disfigurement

1. In the event that the Child suffers a Bodily Injury that within 90 days from the Accident, as the only cause independent of other factors shall result in facial mutilation or disfigurement of the Child, the Insurer shall pay the percentage of the Sum Insured for facial mutilation and disfigurement specified in the Policy and set out here below.

Type of facial mutilation or disfigurement	The benefit expressed as a percentage of the Sum Insured specified in the Policy
1. Permanent face mutilation:	
a) scar over 10 cm in length	100%
b) scar from 3 to 10 cm in length	50%
2. Permanent facial disfigurement	100%

2. Definitions regarding this scope of protection:
 - a) **Face** - the front part of the human head, from the forehead to the chin and from the left ear to the right ear;
 - b) **Permanent Facial Mutilation** - any facial scar that results from a Bodily Injury that remains visible for at least 12 months;
 - c) **Permanent facial disfigurement** - physical handicap of the face or parts thereof that are not caused by scars.
3. Conditions regarding this scope of protection: the maximum benefit paid under this scope of protection may not exceed 100% of the Sum Insured specified in the Policy.
4. Liability exclusions for this scope of protection: The Insurer shall not take into account any claims caused by plastic surgery, the purpose of which is not saving human life.

6.7. Damage to optical accessories

1. If the Child falls victim of an Accident covered by the insurance, which as the only cause independent of other factors shall result in the damage to optical accessories, the Insurer shall pay the benefit up to the Sum Insured set out in the Policy in the section "Damage to optical accessories".
2. Definition regarding this scope of protection:
Damage to optical accessories - accidental damage to prescription glasses or contact lenses prescribed by the doctor, which must be replaced or repaired, caused by an Accident resulting in the Child's Body Injury; the Insurer shall cover the cost of eye test, if required, and the cost of purchasing, replacing or repairing glasses or contact lenses, to the amount of the Sum Insured specified in the Policy,
3. Liability exclusions for this scope of protection: insurance does not cover the replacement of optical accessories related to routine or preventive eye care.

6.8. Damage to teeth due to an Accident

1. If, as a result of an Accident which as the only cause independent from other factors will result in Damage to the permanent teeth of the Child, the Insurer shall pay the amount corresponding to the benefit set out in the Policy in the section "Damage to teeth due to an Accident".
2. Liability exclusions for this scope of protection: The insurer shall not take into account any claims related to routine or preventive dental care.

6.9. Paralysis benefits

1. If, as a result of an Accident and within 180 days from the date of this Accident, the Child is diagnosed with any of the following types of paralysis, the Insurer shall pay a percentage of the Sum Insured set out in the Policy for that scope according to the table below.

Type of paralysis	Percentage of the Sum Insured
Tetraplegia (quadriplegia) means complete and irreversible paralysis of both upper limbs and both lower limbs	100%
Triplegia means complete and irreversible paralysis of three limbs	100%
Paraplegia (transverse paralysis) means complete and irreversible paralysis of both lower limbs or both upper limbs	50%

Type of paralysis	Percentage of the Sum Insured
Hemiplegia means complete and irreversible paralysis of the upper limb and lower limb on the same side of the body	50%
Monoplegia - paralysis of one lower or upper limb	25%

2. Conditions regarding this scope of protection: if the Child suffers more than one type of paralysis as a result of the same Accident, the Insurer shall only pay the amount of the highest benefit.

6.10. House alteration and vehicle modification benefits

1. In the event of payment of a Total Permanent Disability benefit, the Insurer shall cover the Costs of house alteration and vehicle modification, incurred within one year from the date of an Accident resulting in Total Permanent Disability, up to the Sum Insured set out in the Policy for this scope.

2. Definition regarding this scope of protection:

Costs of house alteration and vehicle modification - expenses for the reconstruction of the house/flat in which the Child lives, which are necessary to adapt this house/flat for use by a wheelchair user, and modifications of the motor vehicle owned by the Policyholder or leased by the Policyholder on the day of the Accident, which are necessary to adapt the vehicle to transport the Child; these expenses do not include costs that would not have been incurred in the event of failure to conclude the insurance contract, and may not exceed the normal level of costs of a similar reconstruction or modification performed in the city where the Child lived on the day of the Accident.

3. Conditions regarding this scope of protection: the protection covers the costs of house alteration and vehicle modification, provided that they are:
 - a) advised by a national organization providing assistance to wheelchair users;
 - b) carried out by persons with experience and qualifications in performing such alteration and modification;
 - c) compliant with all applicable laws and requirements necessary to obtain permits issued by relevant authorities;
 - d) proven by appropriate bills/invoices.
4. Liability exclusions for this scope of protection: The Insurer shall not cover any costs of benefits to the extent to which they can be obtained from ZUS or KRUS.

6.11. The cost of a wheelchair purchase

In the case of payment of the disability benefit (clause 6.2 and 6.3 above), the Insurer shall refund to the Policyholder the cost of a wheelchair purchase (if the disability forces the Child to use a wheelchair) and the costs of the purchase or repair of orthopaedic equipment and aids, up to a total maximum amount of 6000 PLN.

6.12. Assistance Services

1. Under the insurance contract, the Insurer shall provide the Insured with the assistance services listed in the table below and on the terms set out in 6.12.
2. The assistance services refer only to the consequences of Accidents and sudden illness of the Insured, covered by the insurance protection specified in these GTC, occurring on the territory of Poland, and are provided for 24 hours on the territory of Poland.

3. The Insurer's services consists in arranging the assistance services and covering their costs - up to the amount specified in the table below.
4. Definitions applicable to this scope of protection:
 - a) **Emergency Centre** - acting on behalf of the Insurer: Europ Assistance Polska Sp. z o.o., ul. Wołoska 5, 02-675 Warsaw;

24/7 emergency centre phone number +48 22 203 75 13

- b) **Chronic illness** - any abnormalities or deviations that have one or more of the following characteristics: are permanent, result in a disability, are caused by irreversible pathological changes, require special rehabilitation procedures or require long-term monitoring, observation or care and were diagnosed or treated before the start of insurance coverage;
 - c) **Sudden illness** - sudden medical condition requiring immediate medical help;
5. Liability exclusions for this scope of protection:
 - a) if the Insured or their guardian as a result of intentional fault or gross negligence did not notify the Insurer about the Accident, the Insurer may refuse to perform the whole or part of the services if the Insured or their guardian contributed to the increase of the damage or made it impossible to establish the circumstances and the effects of the event;
 - b) the Insurer shall not be obliged to provide the Assistance Services if the Insured's claim results from events occurring as a result of:
 - i) nuclear reaction, radioactive contamination, contamination or pollution by industrial rain, biological or chemical weapons, laser and maser radiation, magnetic or electromagnetic fields, asbestos or formaldehyde,
 - ii) committing or attempting to commit a crime by the Policyholder or the Insured;
 - c) the Insurer shall also not be liable if the Accident or sudden illness was caused by:
 - i) cosmetic or plastic surgeries except for situations when they were performed as a result of the need to remove the consequences of an accident or sudden illness,
 - ii) sex reassignment surgeries, deprivation of fertility, termination of pregnancy, artificial insemination or other treatment of infertility, removal of organs or tissues for transplantation,
 - lii) mental illness, depression, mental disorders of the Insured,
 - iv) consumption by the Insured of alcohol, narcotic or psychotropic substances not advised by a doctor, if it had an impact on the occurrence of the event,
 - v) congenital defects of the Insured and resulting diseases,
 - vi) natural disasters,
 - vii) an aviation accident that occurred while the Insured was aboard an aircraft other than a passenger plane of licensed airlines;
 - d) the Insurer's liability consisting in the organization of medical services does not have a nature of health insurance and is excluded if the necessity of medical intervention is related to: planned treatment, the need for follow-up visits, convalescence or medical conditions that have not yet been cured, dental and prosthetic treatment, treatment of chronic diseases, sudden deterioration of the Insured's state of health or complications in the case of diseases that require constant treatment or medical care;

- e) the Insurer's liability does not include: services provided outside the territory of the Republic of Poland, costs of medicines, dressing materials or situations in which the intervention of an ambulance service or emergency rescue services is required.
6. Limits of liability:
- a) the amounts given in the tables below constitute the Insurer's upper limit of liability in relation to one event and apply to the entire Insurance Period;
- b) the tables below set out the limits of liability for particular types of Assistance Services and the maximum number of Assistance Services during the Insurance Period.
7. Proceedings in case of an event:
- a) in the event of the intention to use the Assistance Service, the Insured or their guardian is obliged to:
- i) before taking any action on their own, immediately contact the Emergency Centre at +48 22 203 75 13,
- ii) use the means available to them to prevent or reduce the damage,
- iii) when reporting the damage, provide the following information: policy number, first and last name, a brief description of the incident and the type of assistance needed, contact telephone number, other information indicated by the Insurer necessary to organize assistance within the assistance services;
- b) in the case of refusal to provide information by the Insured in accordance with item a) or lack of cooperation with the staff of the Emergency Centre, the Emergency Centre may refuse to provide the services referred to in the table;
- c) whenever an event occurs, the Insured or their guardian is obliged to:
- i) provide a consultant of the Emergency Centre with explanations regarding the event, necessary to determine the liability and scope of benefits,
- ii) provide the specialist sent by the Emergency Centre with all the powers necessary to perform the Assistance Service,
- iii) cooperate with the Insurer to the extent necessary to perform the obligation.
8. Refund:
- a) in the event of a sudden illness or an Accident, the Insured or their legal guardian has the right to the refund of costs incurred for using the services of a provider other than the Emergency Centre, provided that:
- i) the scope of these services and their costs are the same as the costs of Assistance Services listed in the table below,
- ii) the Emergency Centre will not commence performing the service within 6 hours of notification of the damage or will agree to the performance of the service by another person;
- b) regardless of the circumstances referred to in a) above, the Insured or their legal guardian has the right to refund if, as a result of circumstances beyond their control, they did not fulfil the obligations referred to in the section on proceedings in the case of an event and incurred the costs of services referred to in the table below;
- c) in order to receive a refund, the Insured or their legal guardian should file a claim to the Emergency Centre:
- Europ Assistance Polska Sp. z o.o.
Zespół ds. Likwidacji Szkód
ul. Wołoska 5
02-675 Warsaw
phone +48 22 205 50 19
e-mail: refundacje@europ-assistance.pl

- d) the application claim for the refund should contain:
- i) account number to which the costs of services incurred by the Insured should be repaid,
 - ii) documentation concerning the damage, including a detailed description of the event,
 - iii) original copies of all invoices, receipts/bills, proofs of payment, confirming the amount of costs incurred by the Insured.

9. Table of Assistance Services

Colonnade Assistance Plus			
Bodily Injury or health disorder of the Insured as a result of a sudden illness or an accident on the territory of the Republic of Poland	doctor's visit (2 times within the Insurance Period)		500 PLN
	nurse's visit (2 times within the Insurance Period)		400 PLN
	delivery of medicines and medical-rehabilitation equipment (2 times within the Insurance Period)		500 PLN
	organization of renting or purchasing rehabilitation equipment (2 times within the Insurance Period)		organization
Bodily Injury or health disorder of the Insured as a result of a sudden illness or an accident on the territory of the Republic of Poland	medical transport to the hospital (2 times within the Insurance Period)		2000 PLN (total for all transports)
	medical transport hospital to hospital (2 times within the Insurance Period)		
	medical transport from the hospital (2 times within the Insurance Period)		
	home assistance after hospitalization (2 times within the Insurance Period)		48 h
	psychologist's assistance (once within the Insurance Period)		800 PLN
	organization of the rehabilitation process (once within the Insurance Period)		organization
	transport to the medical board (once within the Insurance Period)		organization
	provision to choose:	childcare (2 times within the Insurance Period)	500 PLN
		transport of a caregiver (2 times within the Insurance Period)	first class railway or bus ticket
	telephone consultation with a doctor		unlimited
	organization of a visit to a specialised doctor		unlimited
medical helpline		unlimited	

10. Assistance Services specified in the table above will be provided to the Insured according to the following rules:

- a) **Doctor's visit** - the Emergency Centre organizes and covers the costs of the visit of a primary care physician, i.e. travel costs to the place of stay and doctor's fee;
- b) **Nurses' visit** - the Emergency Centre organizes and covers the costs of a nurse's visit to the Insured's place of stay from 8:00 am to 4:00 pm for the purpose of performing nursing activities on the basis of a medical order, within the set limit; the doctor recommended by the Emergency Centre decides on the purposefulness of the nurse's visit;
- c) **Delivery of medicines and medical-rehabilitation equipment** - in accordance with the recommendations of the Doctor recommended by the Emergency Centre, the Emergency Centre organizes and covers the costs of delivering medicines, dressings or small medical-rehabilitation equipment to the place of stay of the Insured; the cost of medicines, dressings or medical-rehabilitation equipment is covered by the Insured;
- d) **Organization of renting or purchasing rehabilitation equipment** - if, following an Accident, the Insured, in accordance with the physician's recommendation, should use home rehabilitation equipment, the Emergency Centre shall organize the transport of rehabilitation equipment to the Insured's place of stay; the costs of transporting and renting or purchasing equipment shall be borne by the Insured;
- e) **Medical transport** - in cases which do not require intervention of an ambulance, the Emergency Centre organizes and covers the costs of medical transport:
 - i) from the place of stay to the nearest hospital that can provide the assistance required,
 - ii) from a hospital to a hospital (if the medical facility in which the Insured resides cannot provide them with the required care or if they are referred to specialised examinations or surgery),
 - iii) from a hospital to the place of stay (if the stay in the hospital lasted longer than 5 days);
- f) **Home assistance after hospitalization** - if, due to an Accident, the Insured is hospitalized for more than 5 days, the Emergency Centre organizes and covers the costs of home assistance fees from 8:00 am to 4:00 pm (preparation of meals, small purchases, light housework) after hospitalization, in connection with the necessity to receive help justified by the doctor and the inability to support the family or relatives; the costs of purchasing all materials and foodstuffs shall be borne by the Insured;
- g) **Psychologist's assistance** - the Emergency Centre organizes and covers the cost of travel to the Insured's place of stay and the psychologist's fee in difficult random events, i.e. death or serious illness of a relative;
- h) **Organization of rehabilitation process** - if, according to the recommendation of the Emergency Centre's doctor, the Insured requires rehabilitation in a place of stay or a stationary institution providing rehabilitation services, the Emergency Centre organizes a visit of a physiotherapist at the Insured's place of stay or organizes transport and a visit to a rehabilitation clinic; the cost of transport and rehabilitation shall be borne by the Insured;
- i) **Organization of transport to the medical board** - the Emergency Centre organizes a one-off transport from the place of stay to the medical board and back by the appropriate means of transport recommended by the doctor of the Emergency Centre; the cost of transport to the medical board shall be borne by the Insured;

if, as a result of an Accident or sudden illness, the Insured, who acts as a guardian or parent, is hospitalized for at least 5 days and their child or dependent person remains without care in their place of stay, the Emergency Centre provides one of the following services:

- j) **Care for children or dependent persons** - the Emergency Centre organizes and covers the costs of childcare in the Insured's place of stay, up to the limit set;

k) **Transport of a guardian** - the Emergency Centre organizes and covers the costs of round trip for another guardian from their place of stay to the place of stay of the Insured;

The Insurer, through the Emergency Centre, provides the following services upon the Insured's request:

- l) **Telephone consultation with a doctor** - the Emergency Centre shall provide:
- 24-hour access to a medical helpline enabling telephone conversations with a doctor of the Emergency Centre, who, as far as their expertise and existing possibilities are available, will provide verbal information on the further course of the proceedings,
 - telephone access to information about medicines, their substitutes, effects, interactions with other substances, contraindications, dosage;
- m) **Organization of a visit to a specialised doctor** - if a doctor indicated by the Emergency Centre recommends a visit to a specialised doctor, the Emergency Centre shall organize a visit on the date indicated by the Insured; the cost of a doctor's appointment is borne by the Insured;
- n) **Medical helpline** - upon the Insured's request, the Emergency Centre shall provide the following information by the medical helpline:
- data on pharmacies throughout the country, including addresses, working hours and telephone numbers,
 - data on medical facilities with signed contracts with the National Health Fund,
 - data on medical facilities (general practitioners, hospitals, outpatient clinics, medical co-operatives), including addresses, working hours and telephone numbers of facilities corresponding to the needs of the Insured and recommended by authorized doctors,
 - data on health-care institutions (private hospitals, top reference hospitals and clinics of medical universities),
 - data on biological regeneration, rehabilitation and sanatorium facilities in the country,
 - data on social welfare facilities,
 - data on retail outlets offering rehabilitation equipment,
 - information on actions to be taken before and during a trip, e.g. necessary vaccinations, specificity of a given country or region of the world (in medical and health aspects),
 - information on control tests for age groups with an increased risk of disease,
 - medical information on a given disease, applied treatment, modern treatment methods (within the framework of Polish regulations),
 - pharmaceutical information on a given drug (use, counterparts, side effects, interactions with other drugs, the possibility of taking medication during pregnancy and lactation) - under provisions in force in Poland,
 - information on the principles of healthy nutrition and gluten-free, high-fibre, diabetic, low-protein, high-protein, low-cholesterol, low-calorie, reduction, hepatic and ulcer-healing diets,
 - information on support groups and helplines in Poland for people in difficult family situation, single mothers, people suffering from specific illnesses or those affected by: drug addiction, alcoholism, nicotineism, domestic violence, cancer, diabetes, obesity, anorexia, bulimia, depression,
 - information on medical conditions concerning particular diseases and health promotion,
 - information on pregnancy: pregnancy symptoms, tests, risks, superstitions, diet before, during pregnancy and after delivery, nutritional tables.

- information for young mothers regarding the care of infants,
- information on conditions requiring immediate help and first aid rules,
- instructions for preparation for medical procedures and examinations: gastroscopy, colonoscopy, coronary angiography, magnetic resonance imaging, ultrasonography, rectoclysis.

The information referred to above is not of a diagnostic or therapeutic nature.

These General Terms and Conditions were approved by the director of Colonnade Insurance Société Anonyme Branch in Poland with its registered office in Warsaw and placed on the market on 20 September 2018.

THE RULES GOVERNING THE PROCESSING OF PERSONAL DATA

The administrator of personal data is Colonnade Insurance S.A. operating in Poland through a branch (hereinafter: Colonnade or Administrator). The legal basis and purpose of personal data processing is taking actions before the conclusion of the contract, as well as the conclusion and performance of the insurance contract, including Colonnade fulfilling its legal obligation to perform insurance risk assessment as well as needs assessment (adequacy of the product offered). In the case of collecting health data, the legal basis for the processing thereof is consent granted by the data subject.

Personal data may also be processed in order to fulfil the legal obligations incumbent on the Administrator, and the necessity of processing such data always arises from the provisions of law (regarding: insurance activities, complaint handling, tax and accounting issues, statistical and actuarial duties and consumer protection), and is performed for purposes resulting from the legitimate interests of the Administrator (i.e. reducing the insurance risk through its reinsurance, preventing the Administrator's damage by counteracting insurance crime, direct marketing of own products by conducting analytical activities and contacting the data subject, ensuring compliance with international sanctions through analyses, investigating or defence against claims resulting from the activity of the Administrator, including undertaking necessary actions for the protection thereof). Personal data may be disclosed to other entities only in connection with the implementation of the aforementioned goals and on the basis of an agreement (including to IT service providers, insurance agents, claims adjusters, debt collectors, marketing agencies), and in connection with the justified purpose of the Administrator to other entities (including insurance companies, reinsurers, payment institutions, entities providing direct services to the injured party).

Personal data, depending on the purpose, are always processed no longer than it is due to the period of limitation of claims or provisions of law. Personal data may be transferred to third countries (outside the European Economic Area) only in situations specified by law, in particular when the conditions guaranteeing an adequate level of security of personal data are met. In order to comply with established international sanctions, personal data may be transferred to DXC Technology, a U.S. company which has joined the Privacy Shield program, which means that it ensures the use of appropriate security measures and the security of personal data required by European law.

The data subject has the right to request access to personal data, rectification, deletion or limitation of processing thereof or the right to object to the processing, the right to transfer data and to file a complaint to the supervisory body dealing with the protection of personal data (both in Poland and in Luxembourg), as well as the right to withdraw the consents granted. Providing personal data is necessary for the conclusion and performance of the insurance contract and fulfilment of Colonnade's legal obligations; without providing personal data, it is not possible to conclude an insurance contract. Providing a telephone number and an e-mail address is voluntary. However, direct marketing via e-mail or telephone will not be possible without data subject's prior consent, which can be withdrawn at any time by contact in the manner set out in the general terms and conditions of insurance or on www.colonnade.pl.

The Administrator can be contacted by writing to the address of the Colonnade branch, by telephone at +48 22 276 26 00 or by e-mail: bok@colonnade.pl. In all matters relating to the processing of personal data, in particular regarding the use of data processing rights, objections, transfers outside the EEA, one can contact Colonnade's data protection officer (dpo@colonnade.pl) or send a letter to the address of a Colonnade branch.

The data subject has, in particular, the right to object to the processing of personal data in connection with any direct marketing campaigns.

Colonnade Insurance Société Anonyme

Branch in Poland

ul. Marszałkowska 111

00-102 Warsaw

Poland

phone +48 22 545 85 15

fax +48 22 528 52 52

e-mail: bok@colonnade.pl

www.colonnade.pl

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