

CLAUSE NO. 7 TO GENERAL CONDITIONS FOR THE VOYAGER INSURANCE – PZU TRAVEL ASSISTANCE CASUALTY INSURANCE



Appendix no. 7 to the General Terms and Conditions of the Voyager Insurance – PZU Travel Assistance, established by the Resolution of the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna no. UZ/102/2013 of 29 March 2013

§ 1

Without prejudice to the remaining provisions of the General Conditions, and subject to the payment of an additional premium by the Policyholder, the Voyager Insurance – PZU Travel Assistance is hereby extended to include insurance for consequences of accidents, further referred to as „casualty insurance”, in the scope defined in this Clause.

§ 2

The terms used in this Clause shall have the meaning specified below:

- 1) **consequences of an insurance accident** – permanent disturbance of health or death;
- 2) **permanent disturbance of health** – permanent damage to a given organ or system, without prospects for improvement, caused by the insurance accident.

SUBJECT AND SCOPE OF INSURANCE

§ 3

1. The subject of casualty insurance includes:
 - 1) consequences of accidents,
 - 2) permanent disturbance of health caused by an epilepsy attack or fainting for unknown reason.
2. PZU SA is liable for insurance accidents which occurred during the Insured's travel which took place during the period of insurance.
3. The scope of insurance covers permanent disturbance of health or death of the Insured which occurred not later than within 12 months from the date of the insurance accident referred to in section 2.

EXCLUSIONS OF LIABILITY OF PZU SA

§ 4

1. The liability of PZU SA does not cover the consequences of accidents, which occurred:
 - 1) while the insured drove a motor vehicle:
 - a) if the Insured did not have the license to drive the given vehicle,
 - b) in a state of drunkenness, or under the influence of intoxicants, psychotropic substances or substitute substances, according to the regulations on preventing drug addiction, unless that had no influence on the occurrence of the insurance accident;
 - 2) while the Insured drove a vehicle other than a motor vehicle, if the Insured did not have the license to drive the given vehicle, unless that had no influence on the occurrence of insurance accident;
 - 3) in a state of drunkenness, or in a state post consumption of intoxicants, psychotropic substances or substitute substances, according to the regulations on preventing drug addiction, unless that had no influence on the occurrence of insurance accident;
 - 4) as a result of poisoning caused by consumption of alcohol, use of intoxicants, psychotropic substances or substitute substances, according to the regulations on preventing drug addiction;
 - 5) as a result of the Insured's participation in fights, with the exception of acting in necessary self-defense;
 - 6) with relation to an offense committed or intended intentionally by the Insured, or a purposeful self-mutilation of the Insured;

- 7) with relation to suicide committed or attempted by the Insured;
 - 8) due to loss of consciousness caused by an illness, with the reservation that this exclusion does not apply to loss of consciousness caused by epilepsy seizure or fainting without a defined reason;
 - 9) as the result of performance of medical procedures, irrespective of who performed them, unless the medical procedures applied to treating direct consequences of insurance accidents;
 - 10) as the result of the practicing of high-risk sports, unless the liability of PZU SA was extended to include this scope for the payment of additional premium;
 - 11) as the result of recreational skiing or snowboarding on marked trails, unless the liability of PZU SA was extended to include this scope for the payment of additional premium;
 - 12) as the result of competitive practicing of sports, unless the liability of PZU SA was extended to include this scope for the payment of additional premium;
 - 13) during the performance of manual labor by the Insured, unless the liability of PZU SA was extended to include this scope for the payment of additional premium;
 - 14) acts of terrorism, warfare, martial law or state of emergency present or possible to be present within the territories of states located in regions of the world threatened with such actions, unless the liability of PZU SA was extended to include this scope for the payment of additional premium;
 - 15) as the result of the Insured participating in strikes, riots, disturbances, protest actions, road blockades or sabotage;
 - 16) as the result of nuclear or chemical contamination, or irradiation.
2. The liability of PZU SA excludes the consequences of all illnesses or medical conditions, even those which occurred suddenly or were revealed only in the consequence of the insurance accident, or were the reason for the accident's occurrence, subject to provisions of § 3 section 1 item 2. If the illness or medical condition influenced the accident's occurrence (that is, the reason for accident was both the illness or medical condition and an external cause), the liability of PZU SA covers permanent of health or death that are the consequence of the external cause.
 3. The state of drunkenness, or under the influence of intoxicants, psychotropic substances or substitute substances, according to the regulations on preventing drug addiction, as well as the authorization of the driver to drive the vehicle are evaluated on the basis of the law of the state in which the event occurred.
 4. The liability of PZU SA does not cover compensation for endured pain, physical and moral suffering; nor for damages including the loss, damage to or destruction of an object.

BENEFITS AND THEIR AMOUNTS

§ 5

Under the casualty insurance, the Insured is entitled to the following benefits:

- 1) benefit for permanent disturbance of health in an amount corresponding to such percent of the sum insured in which the Insured sustained a permanent disturbance of health, but not more than the sum insured defined in the insurance contract;

- benefit for death – in the amount of 100% of the sum insured set forth in the insurance contract.

SUM INSURED

§ 6

- The sum insured is determined in the insurance contract and ranges from PLN 10,000.00 to PLN 100,000.00.
- The sum insured is determined for a single insurance accident occurring during the insurance period.

PROCEDURE IN THE EVENT OF AN INSURANCE ACCIDENT

§ 7

- In the case of an insurance accident, the Insured is obliged to:
 - attempt to alleviate the consequences of the accident by immediately seeking medical care and following the recommended treatment;
 - notify PZU SA of the occurrence of insurance accident and deliver:
 - detailed description of the reasons for and course of the accident,
 - medical documentation confirming the bodily harm or disturbance of health suffered by the Insured in consequence of the insurance accident during the period of insurance,
 - if the Insured was driving a vehicle at the time of the accident – the driver's license of the Insured;
 - enable PZU SA to obtain information tied to circumstances described in documents named in item 2, and specifically to obtain information from physicians who took care of the Insured both before and after the accident.
- In the case of death of the Insured, the beneficiary is obliged to present to PZU SA for inspection a copy of the Insured's death certificate and copy of the death statistical document or medical documentation confirming the reason for death, if he/she is entitled to obtain such documents, and document confirming his/her identity. If no beneficiary is named, the person requesting the payment of benefit, referred to in § 9 section 2 is obliged to additionally submit official documents confirming his/her marriage with or relationship to the Insured, or documents confirming that he/she was caring for the Insured as at the date of his/her death.
- PZU SA reserves the right to verify the provided evidence and to seek opinion of specialist doctors.

DETERMINATION AND PAYMENT OF BENEFITS

§ 8

- The types and amounts of vested benefits are determined upon establishing that there exists a normal cause-and-effect relationship between the insurance accident and the death or permanent disturbance of health of the Insured.
- The establishment of the regular cause and effect relationship, referred to in section 1, and of the degree (percentage) of the permanent disturbance of health is made on the basis of delivered documents or information indicated in § 7, and on the basis of results of medical examinations.
- The Insured is obliged to, upon the demand of PZU SA and at its expense, to undergo additional medical examination performed by doctors designated by PZU SA, necessary to determine justification for the reported claims.
- Regardless of benefits resulting from the General Terms and Conditions, PZU SA refunds the Insured the necessary documented costs of travel within Poland for the purpose of performing the tests referred to in section 3.
- The degree of permanent disturbance of health should be determined immediately upon completion of treatment, taking into account the period of rehabilitation treatment recommended by the doctor, and in case of longer treatment – no later than within the 12th month following the date of accident. A later change in the degree of permanent disturbance of health

(improvement or worsening) does not constitute grounds to change the amount of the benefit.

- In case where the Insured leaves the territory of Poland before determining the degree (percentage) of permanent disturbance of health, the determination of degree (percentage) of permanent disturbance of health and the level of benefit is done on the basis of medical documentation sent by the Insured.
- The degree (percentage) of permanent disturbance of health is established by doctors designated by PZU SA on the basis of the "Table of norms for the assessment of percentage values of permanent disturbance of health", approved by the relevant resolution of the PZU SA Management Board and valid as at the date of conclusion of the insurance contract. This table is made available for inspection at the organizational units of PZU SA and at the PZU SA website.
- When establishing the degree (percentage) of permanent disturbance of health, the type of work, occupation or actions performed by the Insured are not taken into consideration.
- In the case of loss or damage to an organ or system whose functions had already been impaired before the insurance accident, the degree (percentage) of permanent disturbance of health is determined as the difference between the degree (percentage) of permanent disturbance of the given organ or system determined after the accident, and the degree (percentage) of permanent disturbance of health which had existed before the accident covered by PZU SA.
- If due to the accident the Insured sustains more than one type of bodily injury, the amount of benefit tied to the permanent disturbance of health consists of the sum of benefits due for each bodily injury, but not more than up to the amount of the sum insured set in the insurance contract.

§ 9

- The benefit for permanent disturbance of health is paid to the Insured, and if the Insured is a minor – to his/her statutory representative.
 - Benefit for the death of the Insured is paid to the beneficiary named by the Insured, and if no beneficiary is named: the persons listed below according to the following order:
 - spouse;
 - to children in equal parts, and in the case where one of the children died before the Insured's death – the share that would be attributed to that child is attributed to the other children in equal parts;
 - to the parents in equal parts, or whole to one of them if the other parent died before the Insured's death or if only one of them has parental authority; if none of the parents has parental authority or if the parents are unknown and guardianship had been established for the Insured – to legal guardians under the same rules as for the parents;
 - to natural persons entitled to inheritance by force of law, in parts attributed to them pursuant to provisions of the Civil Code regarding statutory succession.
- Payment of benefit to person(s) of a higher category precludes the payment of benefit to person(s) of the lower category (the highest category being specified in item 1).
- The Insured may designate or change the beneficiary at any time.
 - In case of lack of an entitled beneficiary, PZU SA first refunds the documented costs of burial to the person who incurred them, within the limits of the sum insured, unless these costs were covered by another insurance or another title.
 - If PZU SA pays benefit for a permanent disturbance of health and next, within 12 months from the date of accident, the Insured dies as a result of the accident, PZU SA pays death benefit to the beneficiary, in an amount constituting the difference between the amount of death benefit set in the insurance contract, and the amount of benefit paid earlier for permanent disturbance of health.
 - In case of death of the Insured not caused by the insurance accident, and before the Insured received the benefit for permanent disturbance of health, PZU SA pays that benefit to the heirs of the Insured. If the permanent disturbance was not determined before the death of the Insured, the probable degree of permanent disturbance is assessed by the adjudicating doctors designated by PZU SA, on the basis of submitted medical documentation.