

GENERAL INSURANCE TERMS AND CONDITIONS (OW) – WARTA NWW [ACCIDENT INSURANCE]

CONSOLIDATED TEXT providing for amendments made with Annex No.
1/2015

Information on the provisions of the general insurance terms and conditions,
referred to in Art. 17 of the Act on insurance and re-insurance activity
(Journal of Laws of 2015, item 1844).

TYPE OF INFORMATION	NUMBER OF TEXT IN OW
Reasons for disbursement of damages and other allowances	Article 1.1 – 2, Appendix No. 1 § 3
Restrictions and exclusions from the Insurer's liability entitling to refuse disbursement of damages or other benefits or reduction thereof	Article 5 Article 6.2 – 5, Article 11 Article 12.3 – 5

CHAPTER I – GENERAL PROVISIONS

Who and what can be insured? Article 1

1. Pursuant to these General Insurance Terms and Conditions (hereinafter OW), Towarzystwo Ubezpieczeń i Reasekuracji "WARTA" S.A. (hereinafter WARTA) provides insurance cover to natural persons in the territory of the Republic of Poland (hereinafter Poland) and abroad, with **basic coverage (P)**, and subject to payment of additional premium – with **additional coverage (D)**, for contracts concluded as:
- 1) collective, individual or family contracts, in compliance with the table below:

Object of insurance	Insurance coverage
1) Accident insurance (NWW)	
a) permanent bodily injury	P
b) death	
c) repair or purchase of prostheses or other aids	
d) professional training of disabled persons	
e) total incapacity for work	D
f) daily allowance	D
g) costs of accident medical treatment in Poland	D
h) daily hospital allowance	D
i) plastic surgery	D
j) medical services <ul style="list-style-type: none"> • convalescence • rehabilitation • assistant by psychologist 	D
2) Travel luggage (BP)	D

- 2) insurance packets as in the table below:

Object of insurance	Form and scope of insurance	
	FIRMA [COMPANY]	PODRÓŻNIK [TRAVELLER]
1) Accident insurance (NWW)		
a) permanent bodily injury	P	P
b) death		
c) repair or purchase of prostheses or other aids		
d) professional training of disabled		
e) total incapacity for work	D	-
f) daily allowance	D	-

g) costs of accident medical treatment in Poland	D	-
h) daily hospital allowance	D	-
i) plastic surgery	D	-
j) medical services <ul style="list-style-type: none"> • convalescence • rehabilitation • assistant by psychologist 	D	-
2) Travel luggage (BP)	D	-

2. When the additional premium is paid, the insurance contract – with the exception of the FIRMA [COMPANY] and PODRÓŻNIK [TRAVELLER] packets – concluded with the basic coverage (P) or with the additional coverage (D), may be extended to cover the following risks:

Risks	Insurance coverage	
	NWW (personal accident insurance)	BP
1) Heart attack, stroke	D	-
2) Tropical diseases	D	
3) Hostilities or martial law	D	D
4) Practising sports on a professional basis	D	-

What do the terms mean? Article 2

- Chronic diseases** – long lasting diseases, usually lasting months or years, treated continuously or periodically.
- Hostilities** – when the territory of a country, in whole or in part, is subject to military activities resulting from a military conflict of the country with other countries, or a civil war.
- Risk group** – a group based on the performed work/practised sports discipline. There are 3 risk groups subject to the type of:
 - work performed (a),
 - practised sports discipline (b).

Group 1	a)	persons: who perform mental work, work in manual handicraft, not employed;
	b)	Instructors, trainers or people practising sports disciplines, such as: badminton, billiards, sport bridge, fitness, golf, jogging, bowling, Nordic walking, swimming, chess, table tennis, ballroom dancing, angling;

Group 2	a)	Person working in mechanised handicraft; employees of: geodesy, trade and trade representatives, engineering and technical staff (studies, laboratory, workshops and construction sites), health care, services (hotels, restaurants, tourism), light and food industry, theatre, opera and ballet, power industry (with the exception of persons working with high voltage devices), mining (with the exception of those working underground), gas and water supply workers, veterinary services, agriculture, forestry and hunting, transport (land, water and air), voluntary fire fighters, industrial security guards;
	b)	Instructors, trainers or people practising sports disciplines, such as: orienteering races, sports and artistic gymnastics, field hockey, kayaking, cycling, body building, athletics, archery, ice skating, water polo, scuba diving, ringo, fencing, sports shooting, surfing, sports dance, tennis, windsurfing, rowing, roller skating, skating;
Group 3	a)	Persons performing work in mining industry (underground); Persons working as: acrobats, stuntmen, divers, test pilots, mountain and water rescuers, sappers, people involved in dressage and horse trainers, military people; Employees of: construction industry, security services (transport guards), fishery, professional fire fighters, heavy, chemical, wood, power industry (people working with high voltage devices);
	b)	Instructors, trainers or people practising sports disciplines, such as: acrobatics, mountaineering, baseball, bob sleighs, boxing, Far Eastern martial arts, American football, ice hockey, horse riding, skiing, handball, football, volley ball, basket ball, polo, weight lifting, rugby, tobogganing, water jumping, speleology, air sports, motor sports, motorboat sports, horse races, wrestling,

4. **Place of residence** – the address of residence of the Insured in the territory of Poland, designated in the insurance contract.
5. **Personal accident** – a sudden event caused by external circumstances, in the consequence of which the Insured, independent of his/her will, suffered a permanent injury, health disorder or died.
6. **Insurance coverage period:**
 - 1) **Limited** – WARTA 's liability for events that may occur during the following as specified in the insurance contract:
 - a) professional work and on the way to/from work, or
 - b) practising a sports discipline and on the way to/from sports events, depending on the type of activity specified in the contract.
 - 2) **Complete** – WARTA 's liability for events that may occur in private life and during professional work/practising a sports discipline and on the way to/from sports events, as specified in the contract.
7. **Insurance period** – the period for which the insurance contract was concluded.
8. **Close friend or relative** – a member of the Insured's immediate family, i.e. spouse/cohabitant, child, stepchild, adopted child and foster child, parent, sibling, parents-in-law, grandparents.
9. **Hospitalisation** – as the Insured's stay at hospital lasting minimum 24 hours.
10. **Robbery** – effects resulting from robbery, i.e. illegal seizure of insured objects using physical violence or threat of its immediate use, or rendering a natural person unconscious or vulnerable.
11. **Permanent bodily injury** – permanent defect of structure and function of an organ or a system, causing a permanent malfunction.
12. **State of emergency** – an increased military readiness introduced by decision of the national authorities in the whole country or a part thereof, resulting from a threat of military conflict, social unrest, riots, catastrophes, epidemics.
13. **Policy Holder** – a natural person, a legal person or an organisational entity without legal personality, entering into an insurance contract.
14. **Insured** – a natural person on whose account the insurance contract was concluded.
15. **Amateur sport practising** – physical activity undertaken for pleasure or competition (not for monetary gains), performed in free time from professional duties.
16. **Professional sport practising** – practising of sports disciplines for monetary gain within sports sections or clubs with simultaneous participation in sports competitions or trainings.
17. **Replacement value** – the value equivalent to the costs of repair or if repair is impossible, the costs of purchase of a NWW item – the same or similar, of the same (or similar) brand, type and class, subject to the average prices prevailing at the Insured's place of residence in Poland.
18. **Fortuitous event** – any event resulting from operation of natural forces, independent of the will of the Insured, i.e. fire, hurricane, flood, torrential rain, hail, avalanche, strike of lightning, earthquake, earth collapse or slide, explosion, aircraft fall.

CHAPTER II – INSURANCE AGAINST CONSEQUENCES OF PERSONAL ACCIDENTS

Subject of insurance or what WARTA insures and what it is liable for

Article 3

1. Under personal accident insurance, subject to the coverage and insurance variant selected by the Policy Holder, WARTA shall pay compensation covering:
 - 1) permanent bodily injury:
 - a) **VARIANT 1** – the amount of compensation is equivalent to the diagnosed percentage of permanent bodily injury with reference to the sum insured. The percentage of permanent bodily injury shall be determined by medical doctors designated by WARTA on the basis of the Table of standard percentage of permanent bodily injury TUIR "WARTA " S.A. available on the website www.warta.pl.
 - b) **VARIANT 2** – the amount of compensation is determined progressively in line with the table below and constitutes the product of the percentage of permanent bodily injury, progression factor and the sum insured. The percentage of permanent bodily injury shall be determined by medical doctors designated by WARTA on the basis of the Table of standard percentage of permanent bodily injury TUIR "WARTA " S.A. available on the website www.warta.pl.

% of permanent bodily injury	Progression factor
up to 25	1.0
from 25.1 to 50	1.5
from 50.1 to 65	2.0
from 65.1 to 85	2.5
from 85.1 to 100	3.0

- c) **VARIANT 3** – the amount of compensation corresponds to the percentage of permanent bodily injury, diagnosed by medical doctors designated by WARTA on the basis of the percentage percentage of permanent bodily injury as specified in the table below:

Type of permanent bodily injury	% of permanent bodily injury
total loss of eyesight in one eye	30
total loss of sight	100
total loss of hearing in one ear	15
total loss of hearing	60
loss of one upper limb at the level of shoulder joint	65
loss of one hand or forearm	65
loss of both upper limbs at the level of shoulder joint	90
loss of one lower limb above the knee	55
loss of one lower limb from or below the knee	50
loss of both lower limbs	90
loss of one foot	30
loss of both feet	70
total loss of a thumb	15
total loss of an index finger	10
total loss of one other finger	5

The amount of compensation for permanent bodily injury may not exceed 100% of the sum insured as specified in the insurance contract, subject to the contracts concluded in accordance with VARIANT 2.

- 2) **death** – equivalent to 100% of the sum insured as specified in the insurance contract.
- 3) **repair or purchase of prostheses or other aids** – refund of costs of repair or purchase of prostheses or other aids incurred in Poland as a result of a personal accident is made on the basis of the submitted original invoices. Costs are refunded up to 25% of the sum insured as specified in the insurance contract, however no more than PLN 3 000 and provided the repair/purchase was required by a medical doctor and occurred within 2 years of the date of the personal accident.
- 4) **professional training of disabled persons** – costs of professional training in the territory of Poland for disabled persons are refunded up to 25% of the sum insured and provided they occurred as a result of a personal accident and within maximum 2 years of the date of the personal accident.
- 5) **total incapacity for work** – the amount of compensation is equivalent to 100% of the NWW sum insured as specified in the insurance contract. The compensation is paid in case of total incapacity to perform any paid work (paid work is understood also as professional practising of sports if the insurance contract was extended with the risk), diagnosed:
 - a) by a ZUS practitioner or another body authorised to diagnose in that respect,
 - b) latest within 24 months of the date of the personal accident.
- 6) **daily allowance** – the amount of compensation is equivalent to 0.2% of the NWW sum insured as specified in the insurance contract daily, no more than PLN 60 daily. The compensation will be disbursed from:
 - a) the first day of incapacity to perform paid work/study/practice professional sports – in case of hospital treatment,
 - b) the 15th day of incapacity to perform paid work/study/practice professional sports – in case of ambulatory treatment,
for a maximum period of 90 days of the personal accident. The daily allowance is due if incapacity is diagnosed – subject to the risk specified in the contract – to perform paid work/study/practice professional sports, confirmed with a medical certificate issued in compliance with the applicable regulations. WARTA reserves the right to suspend payment of the daily allowance if during the payment thereof the Insured performed work/studied/practised sports.
- 7) **costs of treatment of effects of personal accidents** – refund of costs:
 - a) incurred in the territory of Poland up to:
 - 20% of the sum insured – in case of hospital treatment, no more than PLN 20 000.
 - 3% of the sum insured – in case of ambulatory treatment, no more than PLN 5 000, such treatment including: hospitalisation and hospital treatment, medical visits, check-ups, treatment and operations (with the exception of plastic surgery) as well as purchase of the required medicines and dressings prescribed by doctors.
 - b) of treatment shall be made on the basis of submitted original invoices and payment evidence as long as:
 - such costs have been incurred within maximum 2 years of the date of the personal accident,
 - have not been covered from social insurance or another insurance contract.
- 8) **daily hospital allowance** – the amount of compensation is equivalent to 0.2% of the sum insured, no more than PLN 60 daily. Such daily hospital allowance is paid from the 5th day of hospitalisation in the territory of Poland for a maximum period of 90 days of the date of the personal accidents. The

compensation is payable subject to delivery to WARTA of a confirmation of the Insured's hospitalisation issued by the hospital.

Subsequent periods of hospitalisation as a result of the same personal accident are treated as effects of the same accident and summed up.

The daily hospital allowance does not cover stays at sanatoriums, pensions, nursing homes, hospices, etc.

- 9) **plastic surgery** – refund of treatment costs up to 15% of the sum insured, maximum PLN 5 000.

The costs are refunded if the operation is performed in Poland to remove disfigurement and wounds to the Insured's body resulting from a personal accident.

Costs of plastic surgery shall be refunded on the basis of submitted original invoices and payment evidence as long as:

- a) such costs have been incurred within maximum 2 years of the date of the personal accident,
- b) have not been covered from social insurance or another insurance contract.

10) **medical services**

a) **convalescence** – the amount of compensation is equivalent to 0.1% of the sum insured daily, no more than PLN 30 daily, for maximum 15 days. The allowance is disbursed after the end of hospital treatment on the basis of hospitalisation certificate of the Insured issued by the hospital.

b) **rehabilitation** – refund of costs incurred in Poland up to PLN 500. The costs are refunded if rehabilitation is recommended by the doctor in charge. Rehabilitation costs shall be refunded on the basis of submitted original invoices and payment evidence as long as:

- such costs have been incurred within maximum 2 years of the date of the personal accident,
- have not been covered from social insurance or another insurance contract.

c) **psychologist assistance** – refund of costs incurred in Poland up to PLN 500. The costs are refunded subject to a recommendation of psychologist assistance by the practitioner as necessary in connection with the accident that affected the Insured. Such psychologist assistance may be provided within maximum 90 days of the date of the accident that affected the Insured.

The costs of psychologist assistance shall be returned on the basis of original invoices and payment evidence unless covered under social insurance or another insurance contract.

2. The benefits/compensation specified in Art. 3.1.3)-10) shall be granted simultaneously and the disbursement thereof is independent of any disbursement and compensation amount for permanent bodily injury.
3. The benefits/compensation resulting from the existing insurance contracts, covering performance of work, studies, practising of sports (as an amateur or professional) shall be due solely under one title – they do not sum up.
4. Irrespective of the benefits covered with the insurance contract, WARTA shall refund to the Insured the necessary expenses incurred on:
 - 1) transport in Poland with the cheapest means of transportation to the doctors designated by WARTA and to clinical follow-up required by WARTA ,
 - 2) medical examinations commissioned by WARTA as long as performed in Poland.

Sum insured – what is our maximum liability?

Article 4

1. The sum insured is the upper limit of WARTA 's liability as agreed with the Policy Holder.
2. The sum insured covering consequences of personal accidents may not be less than PLN 1 000,
3. The sum insured of the consequences of accidents relates to each event covered by the insurance contract and that occurred during the insurance period.
4. The sum insured covers each Insured separately.

What is WARTA not liable for?

Article 5

1. WARTA shall not be liable for consequences of personal accidents resulting from:
 - 1) chronic diseases,
 - 2) occupational diseases,
 - 3) any activities by the Insured who is inebriated or under the influence of alcohol, drug(s), intoxicant(s), psychotropic substances or equivalent, within the meaning of the regulation on prevention to drug addiction, or any medications with similar effects,
 - 4) acting contrary to the local laws and orders of local authorities,
 - 5) participation by the Insured in strikes, riots, fights (except legitimate self-defence), social unrest, protest actions, road blocks, acts of terrorism, sabotage and similar acts of social disorder,
 - 6) use of any type of fireworks, firecrackers, etc.
 - 7) driving by the insured of any means of transportation without the licence required in the specific country unless that had no impact in the damage,
 - 8) trips by the Insured to areas banned to enter, e.g. tourist routes, downhill skiing routes, bodies of water etc.
 - 9) wilful actions or gross negligence by the Insured, unless in the case of gross negligence, the compensation payment is due to the aspects of equity in the specific applicable circumstances,
 - 10) attempted or committed crime, suicide or self-mutilation by the Insured,
 - 11) attacks of epilepsy,
 - 12) bodily injury, resulting from treatment or medical procedures irrespective of who performed them,
 - 13) nervous or psychological disorder of the Insured,
 - 14) consumption of performance-enhancing drugs.
2. WARTA 's cover does not extend to any events related to:
 - 1) heart attack or stroke,
 - 2) tropical diseases,
 - 3) hostilities, martial law,
 - 4) practising of extreme sports,unless the insurance contract is extended by those risks.

What should the Insured do in the case of damage?

Article 6

1. The Insured shall be obliged to:
 - 1) seek immediate medical assistance,
 - 2) obtain medical documentation confirming medical diagnosis,
 - 3) collect evidence related to the accident to justify the reported claims,

4) report the damage forthwith to WARTA calling the Customer Service Centre at the telephone number specified in the insurance document, within maximum 7 days of the date of personal accident, however within maximum 7 days after disappearance of the circumstances preventing earlier reporting of the damage.

5) follow the instructions provided by a COK employee, in particular submit to WARTA a completed and signed damage notification form along with medical documentation related to the event and confirming the claims are justified,

6) upon instructions of WARTA , undergo medical examination by a doctor designated by WARTA or clinical observation, in order to determine the permanent bodily injury,

7) in the case of death of the Insured – the person entitled to receive the benefit shall additionally submit an extract from the death certificate, statistical card to the death certificate and a document confirming relationship or kinship with the deceased.

2. If due to wilful misconduct or gross negligence, the Insured failed to report the damage within the timeframe specified in Art. 6.1.4, WARTA may reduce the compensation accordingly if such failure resulted in increased damage or prevented WARTA from determining the circumstances and effects of the accident.
3. If the other duties referred to in Art. 6.1 are not complied with, WARTA may refuse to pay compensation or reduce the compensation accordingly provided such failure affected the determination of the circumstances of the event or the determination of the extent of the damage.
4. WARTA may request the Insured or his/her statutory representative to provide written consent to WARTA to request the entities that provided medical assistance to the Insured, in order to obtain information to verify the details of his/her health condition provided by the Insured, to determine the rights of the person to benefits under the concluded insurance contract and the amount of the benefit, in particular to request the doctors who have been providing medical assistance to the Insured after an accident or illness.
5. WARTA may refuse to pay compensation or reduce the compensation if the Insured or his/her statutory representative or the entities that provided the Insured with medical assistance, referred to in Art. 6.4, refuse to provide their respective consent, if the above affected the confirmation of the existence or scope of its liability.

How is the amount of benefit determined and how is the compensation paid?

Article 7

1. Determination of the grounds of claims – or determination if the damages are due and the amount of the damages – is made on the basis of documentation submitted by the Insured; however, WARTA is entitled to verify the documentation and obtain specialist opinions.

The evidence confirming the notified claim shall include in particular:

 - 1) full medical documentation from the medical treatment after the accident,
 - 2) medical documentation from before the accident.
2. Original bills, original payment evidence for the medical assistance provided and purchased medicines and dressings, identifying the treated person.
3. The amount of compensation due to percentage of permanent bodily injury shall be determined in compliance with Art. 3.1.1), subject to the selected insurance VARIANT.
4. Determining the percentage of the permanent bodily injury will not be subject to the profession of the Insured.
5. In the case of extended treatment, the percentage of permanent bodily injury shall be determined latest 24 months from the date of the accident.
6. In the case of loss of or damage to an organ or a system whose functions were impaired before the accident as a result of an illness or a permanent bodily injury, the percentage of permanent bodily injury resulting from the accident is determined as the difference between the extent of bodily injury after the accident and the condition before the accident.
7. If as a result of an accident covered by WARTA the Insured died within less than two years of the accident date, WARTA shall pay one-off benefit to the authorised person, equivalent to the sum insured.
8. If the Insured is disbursed a benefit related to a permanent bodily injury and subsequently died as a result of the same accident, the death benefit shall be disbursed net of the amount disbursed earlier.
9. If the Insured died after the determination of a percentage of permanent bodily injury and the death was not related to the accident, the benefit for permanent bodily injury not disbursed before the Insured's death shall be disbursed to the Authorised Person; if there is no Authorised Person, documented expenses of the funeral shall be refunded to the person who incurred such expenses, up to the amount of the damage.
10. If the percentage of permanent bodily injury has not been determined before the Insured's death, the permanent bodily injury shall be the probable percentage of permanent bodily injury as assessed by WARTA 's doctors.
11. The liabilities resulting from insurance contracts covering consequences of personal accidents shall be disbursed in Poland in PLN.

CHAPTER III – TRAVEL LUGGAGE

Subject of insurance or what WARTA insures and what it is liable for

Article 8

1. The insurance covers travel luggage – objects owned by the Insured or held by it and used during a trip.
2. The insurance covers:
 - 1) personal belongings including suitcases, bags, rucksacks in which the objects were carried during the trip,
 - 2) portable computers, mobile telephones, photographic equipment, cameras, portable music and film players with earphones as well as chargers to those devices,

What are the duties of WARTA when damage occurs?

Article 9

1. WARTA shall pay compensation for lost, damage or destruction to travel luggage in the following instances:
 - 1) documented burglary or robbery,
 - 2) loss when in the hands of a professional carrier,
 - 3) loss, damage or destruction resulting from:
 - a) personal accident,
 - b) fortuitous event,
 - c) accident or catastrophe of means of transportation,
 - d) theft in a situation when the Insured was not able to secure and protect their

- luggage in connection with a personal accident, and rescue action related to those events.
2. WARTA shall be liable for travel luggage provided it is under the direct care of the Insured and also when the Insured:
 - 1) entrusted the luggage to a professional carrier for carriage on the basis of a waybill,
 - 2) left the luggage in a locked:
 - a) individual luggage compartment at a railway station or at a hotel, or left it in a left-luggage office against a receipt,
 - b) at his/her accommodation place (excepting tents and caravans) or in the boot of a car left at a guarded site or on a water vessel in guarded locations, which would require tools or physical force to open.

**Sum insured – what is our maximum liability?
Article 10**

1. The sum insured is the upper limit of WARTA 's liability as agreed with the Insured and may amount to:

Travel luggage	Sum insured (in PLN)			
	1,000	2,000	5,000	10,000

2. The sum insured for travel luggage refers to one and all events covered with the insurance and that occurred during the insurance period.
3. The sum insured covers each Insured separately.

**What is WARTA not liable for?
Article 11**

1. WARTA shall not be liable for the following damage:
 - 1) caused by the Insured or their close friends or relatives who are inebriated or under the influence of alcohol, drug(s), intoxicant(s), psychotropic substances or equivalent, within the meaning of the regulation on prevention to drug addiction, or any medications with similar effects,
 - 2) acting contrary to local law and orders of local authorities,
 - 3) related to the participation by the Insured in strikes, riots, fights (except legitimate self-defence), social unrest, protest actions, road blocks, acts of terrorism, sabotage and similar acts of social disorder,
 - 4) related to the use of any type of fireworks, firecrackers, etc.
 - 5) related to driving by the insured of any means of transportation without the licence required in the specific country unless that had no impact in the damage,
 - 6) trips by the Insured to areas banned to enter, e.g. tourist routes, downhill skiing routes, bodies of water, etc.,
 - 7) caused wilfully by the Insured or by persons in the same household with the Insured or caused by gross negligence of the Insured unless in the case of gross negligence, the payment of compensation is due to the aspects of equity in the specific applicable circumstances,
 - 8) caused during transport in conditions not assuring safety,
 - 9) caused in connection attempted or committed crime, suicide or self-mutilation by the Insured,
 - 10) resulting from epileptic attacks,
 - 11) caused by nervous or psychological disorder of the Insured,
 - 12) caused in connection with consumption of performance-enhancing drugs,
 - 13) resulting from normal wear and tear of the insured objects, spontaneous combustion, break down and leak, or with respect to breakable goods or in glass packaging – breakage or lost value of the damaged object,
2. WARTA shall not extend its cover to events related to hostilities or martial law – unless the insurance contract has been extended to cover the risks.
3. Furthermore, WARTA shall not be liable for the following:
 - 1) documents, manuscripts, cash and securities, savings books and bills, transport tickets, credit cards,
 - 2) works of art, collection items, gold, silver, platinum in scrap and in bars, precious stones and precious organic substances,
 - 3) objects of scientific, artistic or collection value (e.g. postal stamps, numismatics and collections thereof), and all kinds of armaments,
 - 4) additional equipment and motor spare parts and fuels,
 - 5) things the quantity or assortment of which indicate their commercial nature,
 - 6) objects and parts used for service provision and production,
 - 7) means of transportation (including bicycles),
 - 8) tents and windscreens,
 - 9) sports equipment,
 - 10) water equipment, such as pontoons, pedal boats, etc.

**What should the Insured do in the case of damage?
Article 12**

1. The Insured, in the case of:
 - 1) burglary or robbery, shall immediately notify (within maximum 6 hours) from discovering the event:
 - a) a local police station,
 - b) operator of the means of communication, management of the hotel or another place or accommodation, or the operator of the left-luggage office, parking lot – if the theft occurred from premises supervised by them, and obtain a written confirmation of the theft with details of the stolen objects,
 - 2) loss of travel luggage entrusted to a professional carrier against receipt, notify the loss immediately when discovered to the services at the airport, train manager, etc. and obtain a damage protocol with details of the lost objects,
 - 3) damage or destruction to travel luggage:
 - a) apply all available means to prevent damage or to reduce the volume of the damage,
 - b) safeguard the damaged or destroyed objects to be submitted for inspection by a WARTA representative,
2. Additionally, the Insured shall be obliged to:
 - 1) immediately report the damage to the Customer Service Centre (COK) to the telephone number designated in the insurance document, latest within 7 days from return from the trip, or after disappearance of the reasons preventing earlier notification of the damage,
 - 2) follow the instructions provided by a COK employee, in particular submit to WARTA a

- completed and signed loss notification form along with the required documentation (Art. 12.1), confirming the claims and the amount thereof are justified,
3. If due to wilful misconduct or gross negligence, the Insured failed to report the damage within the timeframe specified in Art. 12.2.1, WARTA may reduce the compensation accordingly if such failure resulted in increased damage or prevented WARTA from determining the circumstances and effects of the accident.
4. If as a result of wilful actions or gross negligence, the Insured failed to apply the means specified in Art. 12.1.3.a), WARTA shall not be liable for any resultant damage.
5. If the other duties referred to in Art. 12.1 and Art. 12.2 are not complied with, WARTA may refuse to pay compensation or reduce the compensation accordingly provided such failure affected the determination of the circumstances of the event or the determination of the extent of the damage.

**How is the amount of compensation determined and how is the compensation paid?
Article 13**

1. Determination of the grounds of claims – or determination if the damages are due and the amount of the damages – is made on the basis of documentation submitted by the Insured or the Authorised Person confirming the claim; however, WARTA is entitled to verify the documentation and obtain specialist opinions.
2. The amount of compensation shall be determined by WARTA at the replacement value of the objects, however not higher than the sum insured specified in the insurance contract.
3. With respect to damaged objects, the amount of compensation shall be determined on the basis of a valuation made by WARTA and shall be equal to the costs of repair of the damage confirmed in the damage protocol, and may not exceed the value of the insured objects specified in the insurance application.
4. If compensation is received from a third party obliged to repair the damage, WARTA shall deduct such amount from the value of the loss suffered.
5. If before receiving the compensation, the Insured recovered the lost objects undamaged, we shall refund solely the costs related to such recovery up to the amount that would have been paid as compensation if the objects were not recovered.
6. If the objects were recovered undamaged after payment of the compensation, the Insured shall accept the objects and refund the received compensation to WARTA reduced by the amount of documented costs related to such recovery.

**CHAPTER IV – COMMON PROVISIONS
How is the insurance contract concluded?**

Article 14

1. Unless agreed otherwise, insurance contracts are concluded pursuant to a written insurance application (WARTA 's form), submitted with a WARTA 's representative and after payment of the premium for the entire term of insurance in advance.
2. When contracts are concluded via telecommunication means, the insurance application – depending on the distribution channel – may be submitted electronically (via the Internet service) or during a telephone conversation (via the infoline).
3. When contracts are concluded electronically, the contract is concluded subject to the client getting acquainted earlier with the Regulations on the provision of electronic services.
4. Insurance contracts may be concluded by natural persons, legal persons or other organisational units without legal capacity, on their own behalf or on behalf of third persons (Insured).
5. Concluded contracts are confirmed by WARTA with an insurance document.
6. Unless agreed otherwise, insurance contracts are concluded with basic coverage with extension options by the Insured with additional coverage.

Article 15

1. NWW insurance contracts are concluded on account of persons aged up to 67, with the exception of the FIRMA Packet PODRÓZNIK Packet.
2. Insurance contracts may be concluded in the form of:
 - 1) individual (contract to a specific name),
 - 2) collective (contract to a specific name or without specifying a name),
 - 3) family (contract to a specific name),
 - 4) as a packet:
 - a) FIRMA packet (contract without specifying a name),
 - b) PODRÓZNIK packet (contract to a specific name),
3. Insurance contracts **to a specific name** may be concluded with reference to persons listed in a document attached to the insurance contract with the same insurance cover, sum insured and premium.
4. Insurance contracts **without specifying a name** may be concluded subject to insurance cover of all persons in a specified group, with the same insurance cover, sum insured and premium.
5. Insurance contracts in the **form of insurance Packet** may be concluded for selected groups of Clients.
6. **Individual insurance** contracts may be concluded:
 - 1) for one year or less,
 - 2) on account of one person, or
 - 3) a group with maximum 5 persons, with the same cover and time of insurance, sums insured the same for all the Insured, as declared by the Policy Holder.
7. **Collective insurance** contracts may be concluded:
 - 1) on account of a group of minimum 6 persons,
 - 2) for one year or less, with the same cover and time of insurance, sums insured the same for all the Insured, as declared by the Policy Holder.
8. **Family insurance** contracts may be concluded:
 - 1) on account of minimum one adult aged above 21 years of age (parents, grandparents, legal guardians) and an child/children or teenagers, aged under 18 years of age,
 - 2) for one year or less, with the same cover and time of insurance, sums insured the same for all the Insured, as declared by the Policy Holder.
9. Contracts under the **FIRMA packet** may be concluded:
 - 1) on account of all employees in the company with a minimum headcount of 6 persons and classified as I-II risk groups.
 - 2) with the sum insured determined for each employee group in the following amount:
 - a) 100% of the sum insured in insurance contracts for risk group II,
 - b) 150% of the sum insured in insurance contracts for risk group I (excluding the company's managerial staff),
 - c) 200% of the sum insured in insurance contracts for the the company's managerial

staff.

- 3) for one year.
 - 4) with a risk of practising sports classified as group risk I, with the same cover and time of insurance the same for all the Insured, as declared by the Policy Holder.
10. Insurance contracts in the **PODRÓŻNIK Packet** may be concluded on account of a minimum group of 10 persons who participate in organised events:
- 1) travel, holidays, camps for children and teenagers, patients in sanatoriums and pilgrimage trips,
 - 2) integration events,
- for a maximum period of 30 days, with the same cover and time of insurance, sums insured the same for all the Insured, as declared by the Policy Holder.
11. Depending on the form of insurance – subject to Art. 15.12-15 – insurance contract may be concluded in line with the table below:

Forms of insurance	Insurance:			
	Coverage	Variant	Insurance coverage period	Extensions
Individual	basic and additional	declared	limited/complete	YES
Collective	basic and additional	declared	limited/complete	YES
Family	basic and additional	declared	complete	YES
FIRMA packet	basic and additional	declared	complete	NO
PODRÓŻNIK packet	basic	VARIANT 1	complete	NO

12. Insurance contracts concluded:
- 1) on account of persons working in flexible working hours (company managerial staff or professionals),
 - 2) with the risk of work performance and an additional risk of practising sports as an amateur/professional,
- cover the full time of insurance coverage.
13. Insurance contracts on account of unemployed persons may be concluded solely with basic coverage and with full time of insurance coverage.
14. Insurance contracts for less than 1 year may be concluded solely with basic coverage, without possibilities to extend the coverage and the risks specified in Art. 1.2.
15. Insurance contracts extended with the risks of:
- 1) heart attack or stroke,
 - 2) tropical diseases,
 - 3) hostilities or state of emergency,
 - 4) practising of professional sports,
- are concluded for 1 year with a full insurance cover time

How long is the insurance contract?

Article 16

1. Insurance contracts are concluded on the basis of a written application for the time specified in the insurance contract, not longer than 1 year.
2. WARTA 's liability:
 - 1) commences on the day specified in the insurance contract as the beginning of the insurance cover, however not earlier than on the day following the payment of the premium,
 - 2) ends:
 - a) at expiry of the insurance period specified in the insurance document,
 - b) at the Insured's death not involving WARTA 's liability under the insurance contract.
3. With reference to insurance contracts concluded under the PODRÓŻNIK packet, WARTA 's liability:
 - 1) commences when the Insured leaves home/place of residence to join the organised event, however not sooner than on the day specified in the insurance contract as the beginning of the insurance period and after payment of the premium,
 - 2) ends at the time the Insured returns to their place of residence, however not later than by 24:00 hours of the day specified in the insurance contract as the end of the insurance period.
4. Insurance contracts may be terminated by the Insured in writing with one-month notice period, starting at delivery of the termination notice.
5. In case of failure to pay the premium or premium instalment by the time specified in the contract. WARTA may request the Policy Holder to pay the premium within 7 days of receipt of the request. In case of no payment within such additional period specified in the payment request, the contract shall be deemed as terminated by the Policy Holder at expiry of the additional period.
6. If the insurance contract is concluded for more than 6 months, the Insured may terminate the insurance contract within 30 days – and if the Insured is an entrepreneur – within 7 days from conclusion of the contract.
7. A consumer who concluded the contract via telecommunication means may terminate it without specifying a reason by submitting an appropriate written statement, within 30 days of notification that the contract was concluded or of the date the conclusion of the contract was confirmed, whichever is later.
8. The right to terminate the contract, referred to in Art. 16.10, shall not apply in the case of insurance contracts concluded for less than thirty days.
9. Termination of or withdrawal from the contract does not release the Insured from paying the premium for the period during which WARTA provided insurance coverage.
10. Insurance contracts shall be terminated at expiry of the insurance relationship.
11. The insurance relationship shall expire:
 - 1) at 24:00 hours of the last day of the period designated in the insurance document,
 - 2) on the day the Insured withdraws from the insurance contract,
 - 3) at expiry of the notice period in the case specified in item 4),
 - 4) on the day the insurance contract is terminated in the case specified in item 5),
12. When the insurance relationship expires before the term of the insurance contract, the Policy Holder shall be entitled to receive a refund of the premium for the period of unused insurance coverage.
13. The refundable premium shall be calculated pro rata for each day of unused insurance period starting from the day following the day when the insurance relationship expired.

How is the insurance premium calculated?

Article 17

1. The insurance premium is calculated on the basis of the premium tariff in force on the day of the insurance contract.
2. The amount of the premium is calculated subject to:
 - 1) sum insured,
 - 2) risk group
 - 3) insurance coverage
 - 4) insurance coverage time,
 - 5) form of concluding the insurance contract,
 - 6) the period for which the insurance contract was concluded,
 - 7) premium payment form,
3. In case a profession or a sports discipline is practised that is not listed in groups I-III, the tariff shall be determined in accordance with the risk group which is closest to the activities practised by such persons.
4. If:
 - 1) the Insured practices several professions/sports disciplines, or
 - 2) the Insured combines work with practising a sports discipline,the premium shall be calculated at the rate resulting from classification to the highest risk group.
5. For collective insurance contracts to specific names, the premium is calculated for the relevant risk group.
6. For collective insurance contracts without specific names, the premium is calculated in the same way for all persons by the risk group corresponding to the sector/sports discipline represented by the employer/sports club.
7. Depending on the insurance cover, the insurance premium may be increased if the following risks are included in the insurance contract:
 - 1) heart attack or stroke,
 - 2) hostilities and state of emergency,
 - 3) tropical diseases,
 - 4) practising of professional sports,
8. Pursuant to an analysis of the history of insurance and risk assessment, special reductions/increases may be applied.
9. The minimum insurance premium may be 40% of the premium (subject to rebates), however no less than PLN 20 per insurance contract.
10. The premium shall be rounded up to a full zloty when the amount has 50 or more decimal points, and when the amount has less than decimal points – to a full zloty down.
11. The premium shall be payable on the insurance contract date or latest by the day preceding the commencement of the insurance period and commencement of WARTA 's liability .
12. In case of insurance contracts concluded for 1 year, with a premium exceeding PLN 1000, the premium may be paid in two or four instalments.
13. In case of premium payable in instalments, the instalments shall be paid at the time specified in the insurance contract.
14. If the headcount is increased or decreased by no more than 5% during the terms of the collective insurance contract without names specified, concluded by an employer/sports club, the premium amount remains unchanged.
15. Upon a request of the Policy Holder, WARTA may assume liability before the premium or the first instalment is paid, and the Policy Holder may be designated the premium payment period – no longer than 14 days of the insurance contract date as specified in the insurance document.

When is the compensation paid?

Article 18

1. Compensation shall be paid within 30 days from notifying WARTA of the event.
2. If clarification of all circumstances required to determine the liability of WARTA or the amount of the benefit proves impossible within the period of time specified in Art. 18.1, the benefit shall be disbursed within 14 days from the day when clarification of those circumstances was possible subject to due diligence. WARTA shall pay the undisputed part of the compensation within 30 days from the date specified in Art. 18.1.
3. When payment of compensation is refused in whole or in part, WARTA shall notify the Insured in writing thereof specifying the circumstances, legal basis and informing about the possibility to pursue claims in court.

Recourse claims

Article 19

1. Any claims of the Insured against third parties responsible for the damage shall be transferred to WARTA up to the amount of the paid compensation. If WARTA covered only a portion of the damage, with respect to the remaining portion of the damage, the Insured shall be entitled to be satisfied before any claims of WARTA .
2. No claim by the Insured from his/her close friends or relatives or persons in the same household shall not be transferred to WARTA unless such damage was made wilfully.
3. The Insured shall be obliged to safeguard the possibility to WARTA to make claims for compensation from persons responsible for the damage.
4. If without WARTA 's consent the Insured waived claims against the person responsible for the damage or reduced it, WARTA may refuse to pay damages or reduce the damages.
5. If such waiver or reduction of the compensation was disclosed after payment of the compensation, WARTA may request the Insured to refund the compensation in whole or in part.

What can you do when you do not agree with WARTA 's position?

Article 20

1. Complaints, grievances may be filed by the Policy Holder, Insured or Beneficiaries under insurance contract to WARTA :
 - 1) in writing to: P.O. Box 1020, 00-950 Warszawa,
 - 2) in electronic form: www.warta.pl/reklamacje,
 - 3) by telephone at number 502 308 308,
 - 4) at every outlet of WARTA , in writing delivered personally or orally to be recorded.Upon customers' request, WARTA shall acknowledge receipt of complaint, grievance in writing or orally in a telephone conversation. WARTA shall review such complaints, grievances, or appeals within 30 days of receipt and shall provide a written response by letter or electronically as requested by the person making such complaint, grievance, or appeal. In very complicated instances, the period to respond may be extended to 60 days

of which the person making such complaint, grievance, or appeal shall be notified beforehand.

Complaints or grievances shall be reviewed by an organisational unit appointed by the Management Board WARTA .

WARTA is supervised by the Polish Financial Supervision Authority.

2. Any proceedings for claims resulting from the insurance contract may be initiated either in accordance with general law or at a court competent for the place of residence or registration of the Policy Holder, Insured, or the Beneficiary under the insurance contract, heirs of the Insured or heirs of the Beneficiary under the insurance contract.

Final provisions
Article 21

1. In all matters not provided for in these General Terms and Conditions of Insurance, the

applicable provisions of the Civil Code and the Act on insurance operations shall apply.

2. In agreement with the Insured, the insurance contract may be extended by additional provisions or provisions that would be different from those specified in these General Terms and Conditions of Insurance.
3. In order to be valid, all amendments to these General Terms and Conditions of Insurance shall be made in writing in the policy or made as an annex to the policy.
4. Insurance contracts concluded pursuant to these general terms and conditions of insurance shall be subject to Polish law.
5. These General Terms and Conditions of Insurance as worded above apply to insurance contracts concluded on or after 02 February 2016.

**APPENDIX No. 1
TO THE GENERAL TERMS AND CONDITIONS OF NWW INSURANCE BY WARTA**

**INSURANCE OF CONSEQUENCES OF PERSONAL ACCIDENTS OF
VOLUNTARY FIREFIGHTERS (NWW OSP)**

**General provisions
Article 1**

1. These provisions:
 - 1) prevail in application with reference to the provisions of OW WARTA NWW.
 - 2) apply to insurance contracts concluded by WARTA with entities incurring the functioning costs of Voluntary Fire Brigades (Policy Holder) in favour of members of Voluntary Fire Brigades (Insured).
2. NWW OSP insurance contracts may be concluded subject to prior taking out a property insurance contract or a property and motor insurance contract.

**What do the terms mean?
Article 2**

1. **Family member:**
 - 1) spouse (as long as no official separation has been declared),
 - 2) own children, children of the other spouse, children that have been adopted or that are reared before they are of age, grand children, siblings and other children, including within foster families, who on the day of the Insured's death meet the requirement to obtain survivor's pension,
 - 3) parents, adoptive parents, step-mother or step-father if on the day of the Insured's death they ran a common household or if directly before death, the Insured has contributed to their maintenance or if the right to alimony payment has been adjudicated by way of a court verdict or settlement.
2. **Exercises** – activities during which training in rescue activities is conducted.
3. **Long-term bodily injury** – such detriment to the organism performance that results in deterioration of organism functions for a period exceeding 6 months that may be improved.
4. **Rescue actions** – each action taken to protect human life, health, property or the environment as well as liquidation of reasons of a fire, natural catastrophes or another local threat.
5. **Average pay** – average monthly pay in the national economy in the previous year, published for pension calculation reasons in the Official Journal of the Republic of Poland "Monitor Polski" by the President of the Polish Central Statistics Office, applied from the second quarter of each year for a period of one year.
6. **Permanent bodily injury** – such detriment to the organism performance that results in deterioration of organism functions that may not be improved.
7. **Sports and fire fighters competition** – competition defined in the Regulations of **Sports and fire fighters competition**, accepted for the use in voluntary fire brigades, approved by the President of the Management Board of OSP RP.

**Subject of insurance or what WARTA insures and what it is liable for
Article 3**

1. The insurance covers consequences of personal accidents resulting in bodily injury or health disorder, causing:
 - 1) death,
 - 2) permanent bodily injury,
 - 3) long-term bodily injury,
2. The insurance contract covers liability for consequences of personal accidents suffered during active participation in rescue actions (including the trip from the base to the action site and back to the base) or in exercises.
3. Upon an application by the Policy Holder and for payment of an additional premium, the insurance contract may be extended to cover WARTA's liability for consequences of personal accidents suffered during sports and fire fighters competitions.
4. The insurance contract covers two types of benefits:
 - 1) one-off compensation in case of a permanent or long-term bodily injury,
 - 2) one-off compensation in case of death of the Insured – to his/her family member.

How is the insurance contract concluded?

Article 4

1. Insurance contracts shall be concluded:
 - 1) for one year.
 - 2) in the form of a collective contract to specified names.
2. New members allocated to a voluntary fire brigade unit during the term of the insurance contract shall be covered with the insurance contract when so allocated, subject to:
 - 1) they are reported to the insurance cover – WARTA is provided with a list of reported persons,
 - 2) payment of insurance premium, within 7 days of such allocation.
3. If the premium is not paid within the time specified in Art. 4.2, such new members of the voluntary fire brigade unit may be covered with insurance starting from the day following the day when the insurance premium is paid.

**Sum insured – what is our maximum liability?
Article 5**

1. The sum insured for each Insured is equivalent to the average pay.
2. The sum insured shall be changed during the term of the insurance contract if the average pay is changed.
3. Changes to the average pay shall not affect the amount of the premium payable.

**How is the amount of compensation determined and how is the compensation paid?
Article 6**

1. The amount of one-off compensation shall be determined in line with the principles specified in the Act of 30.10.2002 on social insurance for accidents at work and occupational diseases (Journal of Laws of 2009, No. 167, item 1322, as amended).
2. The amount of compensation shall be determined as follows:
 - 1) **one-off compensation in case of a permanent or long-term bodily injury** shall be equal to 20% of the average pay per each percent of permanent or long-term bodily injury.
 - 2) **one-off benefit for the death of the Insured.**
 - a) If one-off compensation for the Insured's death is due to only one family member, it shall be disbursed in the following amount:
 - 18 times the average pay when a spouse or a child are the beneficiaries,
 - 9 times the average pay when another family member is beneficiary,
 - b) If one-off compensation for the Insured's death is due to the following persons:
 - spouse and one or more children – the compensation shall be equal to 18 times the average pay, increased by 3.5 times the average pay per each child,
 - two or more children – the compensation shall be equal to 18 times the

average pay, increased by 3.5 times the average pay per second and each subsequent child.

- c) If apart from the spouse or children, such one-off compensation for the Insured's death is due also to other family members, each of them shall be entitled to compensation of 3.5 times the average pay, apart from the compensation due to the spouse or children,
 - d) If such one-off compensation for the Insured's death is due solely to family members other than the spouse or children, such compensation shall be due in the amount equal to 9 times the average pay, increased by 3.5 times the average pay for the second and each subsequent beneficiary.
 - e) The amount of one-off compensation determined in compliance with item 2).b) or 2).d) shall be split evenly among the beneficiaries.
 - f) Such one-off compensation for the Insured's death who died as a result of a personal accident, shall be reduced by the amount of one-off compensation for permanent or long-term bodily injury, paid to the Insured.
3. One-off compensation due to the Insured shall be determined on the basis of:
 - a) post-accident report made by an accident commissioner appointed by the Policy Holder to identify the circumstances and reasons of the accident and the injury suffered by the Insured,
 - b) diagnosis of the medical commission confirming that the Insured's death is related to his/her participation in rescue actions or exercises,
 - c) copies of marriage certificates or official documents confirming the kinship to the Insured,
 - d) protocol of the chief umpire identifying the circumstances and reasons of the accident with reference to events that occurred sports and fire fighters competition.
 4. One-off compensation shall be determined on the basis of the average pay prevailing at the time the Policy Holder is provided with the decision granting such one-off compensation.
 5. One-off compensation shall be disbursed in line with Art. 13.1 of the Regulation of the Minister of the Interior and Administration of 24 December 2003 on the approval of compensation benefits to members of fire brigade units and members of voluntary fire brigades for bodily injury or material losses, and in case of their death – to members of their families (Journal of Laws of 2004, No. 1, item 6, as amended).
 6. Amounts of one-off compensation are rounded to full zlotys.

**Final provisions
Article 9**

All matters not provided for in this Appendix, the provisions of OW WARTA NWW shall apply.