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## CONDITIONS OF INSURANCE FOR EUROPEAN YOUTH CARD EURO26 HOLDERS

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### Version POLAND

#### GENERAL PROVISIONS

##### § 1

Basing on these General Insurance Conditions SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A., hereinafter referred to as „**Insurer**”, concludes insurance contracts covering medical expenses including assistance and consequences of accidents and civil liability for the benefit of all the holders of European Youth Cards EURO26 POLSKA who, on the date of acquisition, have reached the age of 7 and not exceeded the age of 30, hereinafter referred to as „**Insureds**”, with Polish Youth Projects Association with the seat at Gdansk at 11/13 Długi Targ Street, hereinafter referred to as „**Policyholder**”.

#### DEFINITIONS

##### § 2

1. **Beneficiary** - the person authorized to receive the benefit in the case of the Insured's death appointed by name by the Insured.  
In the case the beneficiary has not been appointed, the members of the Insured's family are entitled to receive the benefit in the following order: spouse, children, parents, other statutory heirs.
2. **Next of kin** - spouse, concubinage partner, children (also those adopted), brothers or sisters, parents.
3. **Personal Accident** - a sudden event caused by external circumstances, in the consequence of which the Insured, irrespective of his or her will, suffered an injury, health disorder or died.
4. **Permanent health detriment** - kinds of the Insured's injuries suffered as a result of a covered personal accident as mentioned in the Benefit Table under § 11 hereof, whereby the permanent injury shall be understood as distemper or permanent malfunction of an organ.
5. **Practising record-seeking sports** - practising sports within sport sections or clubs or for profit as well as the participation in the travels to the places where extreme climatic or natural conditions prevail or in the expeditions.

6. **Expedition** - an organized travel aimed at the implementation of the assumed sport- or science-oriented tasks.
7. **High-risk sports** - rafting or other water sports practised on mountain rivers, diving with the use of oxygen bottle, parachuting, paragliding, gliding and pilotage of any motor aeroplanes, bungee jumping, fight sports, any kind of defense arts, climbing in mountains or on rocks, speleology, hunting, horse-riding, bobsleigh, ski jumping, water-skiing and any sports in which vehicles moving on the snow or ice.
8. **Chronic disease** - a sickness of long duration, lasting usually for months or years with the need to undergo permanent or periodical treatment.
9. **Insurance document** - any valid version of European Youth Card EURO26 issued by the Policyholder.
10. **Fracture** - traumatic break of bone tissue continuity; also the traumatic peel of epiphysis gristles shall be regarded as a fracture.
11. **Burn** - damage of skin and the tissues situated under the skin, resulting out of the exposure to high temperature, chemical substances, radiation or electric current.
12. **Frost-bite** - damage of skin and the tissues situated under the skin resulting out of the exposure to low temperature.
13. **Brain contusion** - a group of clinical symptoms which occur after a head injury characterized by loss of consciousness with the amnesia covering the time just before the injury, followed by the recovery without any defects of neurological character.
14. **Brain concussion** - local crush or rupture of brain tissue accompanied by intra-parenchymial bleeding or a local swelling.
15. **Loss of an organ** - amputation or total loss of control over the organ.

## INSURANCE DOCUMENT

### § 3

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

## SUM INSURED

### § 4

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

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

## INSURANCE PERIOD

### § 5

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

## INSURANCE CONTRACT TERMINATION

### § 6

1. The insurance contract concluded for a period exceeding 6 months may be terminated by Policyholder within 30 days and, in case of the Policyholder being a legal entity, within 7 days from the date of contract conclusion. Termination of the contract shall not release the Policyholder from his obligation to pay premium

- for the period in which SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. gave the cover.
2. No administration costs shall be deducted if termination takes place within the statutory time.

**PERSONAL ACCIDENT INSURANCE  
(RISK CODE - NW)**

**INSURANCE SUBJECT**  
**§ 7**

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

**§ 8**

Insurer shall pay the following benefits:

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

**§ 9**

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

## LIMITS OF LIABILITY

### § 10

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

## TABLE OF BENEFITS PAID WITHIN PERSONAL ACCIDENT INSURANCE

### § 11

Kind of permanent detriment to health	Percentage (%) of permanent detriment to health
<b>Total loss:</b>	
1. of vision in one eye	30
2. of vision of both eyes	100
3. of hearing in one ear	30
4. of hearing in both ears	60
5. of both smell and sense of smell	10
6. of both tongue and taste	50
<b>Total physical loss or loss of use of particular organs</b>	
7. upper extremity at the level of shoulder joint	70
8. upper extremity above elbow joint and below shoulder joint	65
9. upper extremity below shoulder joint and above wrist	60
10. upper extremity below or at the level wrist	55
11. lower extremity above mid-thigh	70
12. lower extremity below mid-thigh and above knee joint	60
13. lower extremity below knee joint and above middle part	50
14. lower extremity below mid-shank and above foot (knee joint)	45
15. lower extremity - foot in ankle joint	40
16. lower extremity- foot excluding ankle	30
<b>Total physical loss:</b>	
17. of thumb	20
18. of index finger	10
19. of another finger	5
20. of hallux	5
21. of another toe	2

Kind of permanent detriment to health	Percentage (%) of permanent detriment to health
<b>Burns (1st and 2nd grade)</b>	
22. burn from 5% up to 15% of body surface	10
23. burn from 16% up to 30% of body surface	25
24. burn above 30% of body surface	45
<b>Fractures</b>	
25. Fracture of the bones constituting the pelvis, bones in hip joint (except for isolated fractures of the pubic, ischial bone or coccyx), hip joint (acetabulum, proximal head of femur, trochanters, subtrochanteric and pertrochanteric fracture)	
a. open comminuted fracture	25
b. other open fractures	10
c. other comminuted fracture	8
d. other fractures	5
26. Arm/Femoral bone fracture	
a. open comminuted fracture	15
b. other open fractures	10
c. other comminuted fracture	8
d. other fractures	3
27. Fracture of both shin / forearm bones	
a. open comminuted fracture	10
b. other open fractures	8
c. other comminuted fracture	5
d. other fractures	3
28. Fracture of a skull base and cranial vault / scapula:	
a. open comminuted fracture	15
b. other open fractures	10
c. other comminuted fracture	8
d. other fractures	5

Kind of permanent detriment to health	Percentage (%) of permanent detriment to health
29. Fracture of bones: mandible, thumb (phalanx and metacarpal bones), index finger, clavicle, patella, talus, calcaneal bone	
a. open comminuted fracture	10
b. other open fractures	6
c. other comminuted fracture	4
d. other fractures	2
30. Fracture of bones of: iliac ala, iliac spines, ischiadic tuber, vertebral body:	
a. open fractures	8
b. other fractures	3
31. Fractures of elbow bone, radial bone, tibia, navicular bone of foot, cuboid bone, cuneiforms	
a. open comminuted fracture	8
b. other open fractures	6
c. other comminuted fracture	4
d. other fractures	2
32. Fractures of bones: of ribs, fingers and toes (except for thumb and index finger), coccyx, fibula, spinous and and transverse processes of the vertera, pubic and ischial bone:	
a. open fractures	8
b. other fractures	3
33. Fracture of metatarsal and metacarpal bones, sternum, wrist	
a. open fractures	6
b. other fractures	2

## PROCEDURE IN THE CASE OF AN ACCIDENT

### § 12

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

## DETERMINATION AND PAYMENT OF BENEFIT

### § 13

1. Upon being notified about the event covered, SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A., within 7 days from the date such a notification has been received, shall inform the Policyholder and the Insured about it and carry out the procedure aimed at the determining of the factual circumstances of the event, the justification of the reported claims and the amount of benefit to be paid, and also notify the Policyholder, the Insured or the beneficiary entitled in view of the insurance contract, in writing or by e-mail, what documents are required in order to determine the benefit.
2. Determination of fairness and amount of the benefit shall take place on the basis of the evidence submitted by the Insured or by Beneficiary; however SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall be entitled to verify such documents and consult them with specialists.
3. Fairness and amount of the benefit shall be determined by SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. on the basis of the following:
  - 1) the medical first aid documentation comprising the depiction of injuries and certifying the medical diagnosis including the results of examining,
  - 2) medical documentation of post-accident treatment including results of tests,
  - 3) Hospital information card- in case the Insured applies for hospital daily allowance as defined under § 9 hereof,
  - 4) police report drawn up at the place of accident,
  - 5) death certificate- in case of the Insured's death,
  - 6) statement of the witnesses to the event,
  - 7) a license for driving a vehicle.
4. Types and amounts of the benefits to be paid shall be determined upon finding the causality between the accident and the Insured's death or permanent health detriment.
5. Determination of the causality as mentioned under § 13 clause 4 hereof and the types and amounts of benefits to be paid shall follow on the ground of the provided documents as specified under § 13 clause 3 hereof.
6. Determination of the grade of permanent health detriment shall be carried out by doctors to be appointed by Insurer, pursuant exclusively to the Table of Benefit presented in § 11 hereof.
7. The grade of permanent health detriment shall be established promptly upon completion of treatment including rehabilitation, 24 months from the date of accident at the latest.

8. In the case of loss or damage of an organ or system the functioning of which had already been handicapped prior to the accident because of a disease or permanent disability, the grade of permanent health detriment shall be determined as the difference between the grade of permanent health detriment as defined after the accident and the one existing prior to the accident.
9. In the case more than one injury specified in the Table of Benefits under § 11 hereof occur in the consequence of the accident covered, the amount of benefit for health detriment shall constitute the sum of benefits for each type of permanent health detriment, however not more than the amount of the sum insured in the case of 100% health detriment.
10. In the case of an injury of upper extremities of left-handed persons the amount of permanent health detriment shall be defined by taking the grade of permanent health detriment in respect of the left hand as the one foreseen for the right hand.
11. When determining the grade of permanent health detriment, such factors as the kind of job or other activities performed by the Insured shall not be taken into consideration.
12. If the Insured has received the benefit because of the permanent health detriment then died in the consequence of the same accident, then the death benefit shall be paid if it is greater than the one paid to the Insured because of permanent health detriment, whereby the amount formerly paid shall be deducted.
13. If the Insured died after the grade of permanent health detriment had been determined and the death remains in no causality with the accident, then the permanent health detriment benefit which was not paid to the Insured prior to his or her death, shall be paid to beneficiary; if there is no beneficiary appointed by name, then burial costs shall be reimbursed to the person who incurred such costs, within the limits of such a benefit.
14. If the grade of permanent health detriment has not been determined prior to the Insured's death, then it is assumed as the supposed one in the opinion of doctors appointed by SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A.
15. If the Insured failed to observe any of the duties mentioned under § 12 due to intentional fault or gross negligence, neither has he or she provided the documents required by the Insurer and defined under § 13 clause 3, SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall be entitled to reduce the payment of indemnity, if such a failure resulted in increased damage or made it impossible to determine the circumstances and results of the insured event.
16. Any benefit resulting out of the insurance contract shall be paid in Polish zlotys for the benefit of the Insured or beneficiary.
17. Sum insured as specified in the contract shall be the upper border value of any benefits to be paid.

## § 14

1. SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall pay the benefit within 30 days from the date the claim was reported.
2. If the circumstances, necessary for the liability of SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. or the amount of benefit to be determined, are impossible to be explained within the above period of time, the benefit shall be paid within 14 days in the amount corresponding to the extent in which the explanation of such circumstances, with proper care, was possible. However, SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall be obliged to pay the undisputable part of the benefit within the period specified under clause 1 above.
3. If the benefit cannot be granted, SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall inform the Insured about it in writing, according to clause 1 above, indicating the circumstances and the legal basis justifying the benefit to have been refused.
4. SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. shall inform the Insured in writing about the amount of the benefit granted.

## **PROCEDURE REGARDING APPEALS PROPOSALS AND COMPLAINTS**

### § 15

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

## RECOURSE CLAIMS

### § 16

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

## FINAL PROVISIONS

### § 17

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

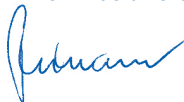
- If the Insurer has changed its address or registered office and has not notified the Policyholder and Insureds, the Policyholder and Insured are assumed to have performed their commitment of notification and declaration if the message has been sent to the last address of the Insurer's registered office known to them.
- Any matters not regulated within these General Insurance Conditions shall be settled on the basis of the regulations of Civil Code and those of the Law dated May 22nd 2003 about insurance activities (Journal of Law No. 124, item 1151 dated 16th of July 2003).
  - These Insurance Conditions have been accepted by virtue of the Resolution of the Board No. 26/Z/2009 dated 9th June 2009 and shall apply to the contracts concluded from 1st July 2009 on.

Management Board President  
SIGNAL IDUNA Polska T.U. S.A.



Adam H. Pustelnik

Management Board V-ce President  
SIGNAL IDUNA Polska T.U. S.A.



Jürgen Reimann