

## TERMS AND CONDITIONS OF GROUP INSURANCE CONTRACT AGAINST THE COSTS OF TREATMENT OUTSIDE THE REPUBLIC OF POLAND AND THE COUNTRY OF PERMANENT RESIDENCE DURING FOREIGN TRAVEL FOR ISIC 7-12 CARDHOLDERS

This extract from the "Group Insurance Contract against the costs of treatment abroad and outside the country of permanent residence for ISIC 7-12 cardholders" concluded on 20.08.2024 between COMPENSA Towarzystwo Ubezpieczeń Spółka Akcyjna Vienna Insurance Group (hereinafter referred to as COMPENSA TU S.A. Vienna Insurance Group) with its registered office in Warsaw at ul. Al. Jerozolimskie 162, 02-342 Warsaw, and Almatu Association with its registered office in Warsaw (00-332) at ul. Oboźna 7/32, (hereinafter referred to as "Contract"), defines the terms and conditions under which COMPENSA TU S.A. Vienna Insurance Group provides insurance coverage in the event of an insured event to ISIC 7-12 cardholders - members of Almatu Association, who joined the insurance in accordance with the provisions of the Contract.

### § 1. General provisions

This Group Insurance Contract, hereinafter referred to as "Contract" or "insurance contract", concerns insurance against the costs of treatment abroad and outside the country of permanent residence for ISIC 7-12 cardholders under the terms and conditions set forth in the Contract.

### § 2. Definitions

The terms used in the Contract have the following meaning:

- 1) **amateur practice of recreational sports** – a form of physical activity undertaken by the Insured Person for recreation and psychophysical regeneration; amateur practice of recreational sports includes amateur practice of winter and water sports;
- 2) **amateur practice of winter sports** – amateur practice of the following sports disciplines: skiing, snowboarding, tobogganing, skating, ice hockey, ice boating;
- 3) **amateur practice of water sports** – amateur practice of the following sports: surfing, rowing, sailing;
- 4) **assistance** – the activity of immediately organizing assistance to a covered person who is in a situation requiring such assistance due to an unfortunate event, including: a) financial assistance,
  - a) assistance in the event of theft or loss of documents,
  - b) conveying messages,
  - c) arrangement and reimbursement of costs related to caring for a minor child,
  - d) arrangement of legal assistance and assistance of an interpreter;
- 5) **fight** – a mutual confrontation combined with violation of bodily inviolability of its participants, who jointly exchange blows, acting as both aggressors and defenders. The involvement in a brawl shall not include joining an incident to restore order or public peace in connection with the performance of official duties or acting in self-defence;
- 6) **Compensa TU S.A. Vienna Insurance Group Emergency Centre (the so-called "Emergency Commissioner")** – a company having representative offices outside the territory of the Republic of Poland and being responsible for handling claims, inter alia those related to insurance schemes covering the costs of medical treatment and assistance provided to the Insured Persons, with the name, address and telephone numbers thereof specified in the policy or in another insurance document;
- 7) **cancer** – a disease manifested by the presence of a malignant tumour (i.e. one which is not surrounded by a capsule and is characterized by the ability to infiltrate tissues and to form distant metastases). Malignant cancer shall also include leukaemia and malignant disorders of the lymphatic system. The diagnosis of malignant cancer must be verified by histopathological examination
- 8) **chronic disease** – a long-term disease diagnosed before the commencement of insurance cover, usually lasting for months or years (including periods of exacerbation or remission), treated permanently or periodically. Cancer is also considered a chronic illness. Mental illnesses and disorders are not considered chronic illnesses
- 9) **tropical diseases** – a group of diseases of various aetiology, most commonly occurring in countries with hot climate; these include: malaria, amoebiasis, typhoid fever, diphtheria, histoplasmosis, schistosomiasis, cholera, yellow fever, tetanus, hepatitis A and B; other less frequent tropical diseases include leishmaniasis, poliosis, pappataci and trachoma;
- 10) **daily hospital benefit** – benefit for the Insured Person's stay in hospital in the territory of the Republic of Poland (RP);
- 11) **search and rescue costs** – the costs of a search operation concerning the Insured Person, conducted by specialized services, the costs of transporting the Insured Person and the costs of providing emergency medical assistance, incurred from the moment of finding the Insured Person until he or she is transported to the nearest medical facility; the duration of the search and rescue operation is the period from the moment when the person is reported missing until the end of the search and rescue operation;
- 12) **country of permanent residence** – a country which is the centre of vital interests of the Insured Person and in which the Insured Person's personal or economic interests are concentrated;
- 13) **outpatient treatment** – provision of healthcare services by legally operating healthcare providers to persons who do not require around the clock or all-day care;
- 14) **conservative dental treatment** – treatment of caries, treatment of necrotic lesions, root canal treatment, replacement of damaged fillings, treatment of gum diseases (periodontitis, plaque removal);
- 15) **rehabilitation treatment** – medical therapy recommended by a physician, aimed at restoring, to the highest degree possible, the physical and mental fitness of the skeletal, muscular and nervous systems and at eliminating mental disorders and reactions; rehabilitation treatment shall also include rehabilitation and all types of rehabilitation procedures;
- 16) **International Certificate of Vaccination, the so-called "Yellow Card"** – proof of vaccination issued by authorized bodies;
- 17) **sudden illness** – a medical condition that threatens the life or health of the Insured Person, occurring suddenly and unexpectedly during the period of COMPENSA TU S.A.'s liability, requiring immediate medical assistance and resulting in the need to undergo treatment before the end of the trip; A sudden illness shall not include pre-diagnosed diseases which were pre-existing at the time at which the insurance coverage of the Insured Person commenced, as well as their consequences, or diseases treated prior to the commencement of the period of insurance;
- 18) **consequences of chronic illnesses** – a sudden condition having the form of aggravated symptoms of a chronic illness, including aggravated symptoms of cancer, occurring during the period of liability of COMPENSA TU S.A., outside the territory of the Republic of Poland and the country of permanent residence, requiring immediate medical attention and resulting in the need to undergo treatment before the end of the trip;
- 19) **accident** – a sudden event caused by an external factor and as a result of which the Insured Person has suffered bodily injury or a health impairment resulting in a permanent health impairment or has died;
- 20) **hospital stay** – a 24-hour stay in a hospital for inpatient treatment;
- 21) **work** – undertaking by the Insured Person outside the Republic of Poland and the country of permanent residence of any activities and actions for which remuneration is customarily received, regardless of the legal basis of employment, as well as activities not arising from the employment relationship and unpaid activities (such as voluntary work, unpaid professional practice);
- 22) **physical work** – any work and activities that are not mental and high-risk work;
- 23) **intellectual work** – performance of office work by the Insured Person while abroad as well as participation in conferences and theoretical training sessions;
- 24) **high-risk work** – undertaking by the Insured Person abroad (regardless of the legal basis) of work involving the performance of physical work in the mining, metal, machinery, construction, shipbuilding, chemical, armaments, fuel, metallurgy, energy, means of transport or timber industries, as well as any work at a height of more than 5 meters, as well as underwater work and work with explosives;
- 25) **high-risk sports** – types of physical activity with a high probability of accidents for those who practice them. High-risk sports include rock climbing, ice climbing, mountaineering, ice climbing, mountain climbing, Himalayan mountaineering, caving, bulldozing, canyoning, trekking above 2,500m, martial arts and sports, defence sports, diving below 15m, freediving, white-water kayaking, rafting, hydrospeed, kitesurfing, windsurfing, wakeboarding, gliding, piloting airplanes or helicopters, motor-gliding, hang gliding, paragliding, skydiving, kiteboarding, riding motorcycles, quads and bicycles on specially prepared trails (moguls and obstacles), bungee, zorbing, ski jumping, and riding off designated trails, including competitive riding, participation in rallies and races of water, land or air vehicles, expeditions to places characterized by extreme climatic or natural conditions;
- 26) **state after consumption of alcohol** – a condition which occurs when the amount of alcohol present in the system equals or leads to:
  - a) blood alcohol content of between 0.2‰ and 0.5‰  
or
  - b) alcohol content of between 0.1 mg and 0.25 mg in 1 dm<sup>3</sup> of exhaled air;

- 27) **state of intoxication** – a condition which occurs when blood alcohol content amounts to or leads to:
- a) blood alcohol content above 0.5‰
  - or
  - b) alcohol content of over 0.25 mg in 1 dm<sup>3</sup> of exhaled air;
- 28) **compulsory vaccination** – vaccination against yellow fever, as required when travelling to countries in which the disease is prevalent (endemic countries in Africa and South America);
- 29) **recommended vaccination** – vaccination recommended depending on the epidemiological situation of a given country, duration and purpose of travel, place of stay, immunity and age of the traveller; recommended vaccinations include, inter alia, vaccinations against hepatitis A and B, diphtheria, tetanus, polio, typhoid fever and meningitis. Detailed information on vaccinations recommended for each country and region, considering the current epidemiological situation, is published and updated on the website of the World Health Organization (WHO): [www.who.int/ith](http://www.who.int/ith).
- 30) **hospital** – a healthcare institution providing round-the-clock care for patients with regard to diagnostics and treatment, relying on a qualified medical and nursing team. For the purposes of this Agreement, a hospital does not include a nursing home, hospice, addiction treatment centre, and a hospital and sanatorium, rehabilitation and recreation centre;
- 31) **aids** – remedies recommended by a physician that are necessary to support treatment conducted in connection with an illness or accident, such as: corsets, prostheses (except dental prostheses), braces, crutches, stabilisers, orthopaedic aids, hearing aids, corrective glasses, corrective lenses; wheelchair;
- 32) **permanent health impairment** – such impairment to the body fitness, which causes the impairment of the body functions with no improvement prognosis, as determined by the certifying physician appointed by COMPENSA TU S.A. Vienna Insurance Group on the basis of submitted medical records;
- 33) **Insured person** – holder of ISIC cards (ID cards), i.e. ISIC, ISIC 7-12, ISIC-AZS, ISIC-PTSM, ISIC-360, and ITIC, IYTC cards, including the foreign national for whom the insurance contract was concluded;
- 34) **Beneficiary** – a person authorized to receive the benefit in the event of the Insured Person's death. In case no Beneficiary is designated, the Insured Person's family members shall be entitled to the compensation in the following order:
- a) spouse,
  - b) children,
  - c) parents,
  - d) other statutory heirs.
- Payment to the first family member excludes payment to subsequent Beneficiaries listed above.
- 35) **practicing professional sports** – a form of physical activity consisting in practicing sports in order to achieve, by way of competition, maximum sports results by persons who are members of all types of sports clubs, associations, unions and organizations, also participation in trainings, gathering, seminars and training camps or competitions. Within the meaning of the Contract, competitive sports practice is not professional sports practice (i.e. for profit);
- 36) **basic coverage** – insurance coverage that includes the benefits listed in § 6 par. 1-4.

### § 3. Term of the contract

The contract is concluded for a fixed term and runs from 1 September 2024 to 31 August 2026.

### § 4. Subject of the insurance

1. The object of insurance is life and health of the Insured Person.
2. The scope of insurance shall include the coverage of the costs of treatment of the Insured Person (which are indispensable from a medical point of view) who, during their stay abroad, had to immediately undergo medical treatment as a consequence of a sudden illness or accident.
3. Coverage also includes the Insured person's costs of treatment incurred as a result of amateur sports
4. Coverage is also provided for the Insured person's costs of treatment who was abroad for the purpose of study,
5. Insurance coverage applies 24 hours a day.

### § 5. The territory covered by insurance

1. The insurance coverage is worldwide, excluding the territory of the Republic of Poland, the Insured person's country of residence and the USA, Canada, Japan, Australia, subject to par. 2.
2. Upon payment of an additional premium, territorial coverage may be extended to the entire world, excluding the Republic of Poland and the Insured Person's country of residence.

### § 6. Scope of insurance

1. Insurance against the costs of treatment outside the Republic of Poland and the country of permanent residence
  - 1.1. Insurance against the costs of treatment abroad covers the following documented costs arising as a result of a sudden illness or accident:
    - 1) up to 100% of the sum insured:
      - a) costs of hospital stay, treatment and surgery;
      - b) costs of transport to a hospital or place of residence.

COMPENSA TU S.A. Vienna Insurance Group shall cover the costs of transporting the patient from abroad to a hospital or his or her permanent address in the Republic of Poland or in the country of their permanent residence, using a special means of transport and on a date other than scheduled – only if so recommended in writing by a doctor. These costs shall be covered up to the amount of the costs of transport using the cheapest means of transport which satisfies the conditions specified by the physician issuing the written recommendation for the person concerned to be transported to the Republic of Poland or the country of permanent residence. A prior consent of COMPENSA TU S.A. Vienna Insurance Group or the COMPENSA TU S.A. Vienna Insurance Group Emergency Centre is required for the acknowledgment of the costs of transport to the Republic of Poland or the country of permanent residence;

- c) costs of transporting the patient from the site of the accident or sudden illness to a medical facility, costs of transporting the patient between medical facilities in the country of their stay and costs of transporting the patient from a hospital to their place of stay abroad, if the condition of the injured person prevents them from returning home on their own from the hospital or medical facility;
  - d) costs of examinations for diagnosis and outpatient procedures;
  - e) costs of purchase of necessary medicines, dressings and medical aids recommended by a physician;
  - f) costs of repair or purchase of glasses, repair of prostheses and other aids supporting the therapeutic process, providing that the necessity of their purchase or their damage was connected with a sudden illness or accident;
- 2) up to 50% of the sum insured:
- a) costs of transporting the dead body or the costs of cremation and transport of the remains of the Insured Person to the country of permanent residence
  - or
  - b) costs of burial abroad or the costs of cremation and the costs of burial abroad.

If the Insured Person dies during a trip abroad as a result of an accident or a sudden illness, COMPENSA TU S.A. Vienna Insurance Group shall arrange and cover the costs of transporting the remains or the costs of cremation and transferring the ashes to the funeral site in the Republic of Poland or the country of permanent residence.

COMPENSA TU S.A. Vienna Insurance Group shall cover the costs of the funeral or the costs of cremation and funeral. The costs of funeral abroad shall be deemed to be the costs of burial and funeral ceremony. The decision of COMPENSA TU S.A. Vienna Insurance Group to cover funeral costs, costs of transporting the corpse or the costs of cremation and transporting the ashes of the Insured Person shall be taken after an official death certificate or its copy has been presented.

In the event that the transport of the remains or the transport of the ashes is arranged by a member of the Insured Person's family or third parties, COMPENSA TU S.A. Vienna Insurance Group shall reimburse the expenses incurred up to a maximum amount higher than the costs that would have been incurred if the transport of the Insured Person's remains or the transport of the Insured Person's ashes to the country had been arranged by COMPENSA TU S.A. Vienna Insurance Group.

- 3) travel, maintenance and accommodation costs of the accompanying person:
  - a) COMPENSA TU S.A. Vienna Insurance Group shall cover the costs of travel, board and lodging of an accompanying person, up to the amount of the costs that have been incurred and documented, not exceeding, however, 0.5% of the sum insured set out in § 10 par. 1-2 per day, for a maximum of 7 days, up to the amount of EUR 1,000 maximum;
  - b) the costs referred to in letter a) shall be covered provided that they have been incurred in connection with arranging the repatriation of the patient or in connection with accompanying the patient during a hospital stay abroad;
  - c) the acknowledgment of the costs referred to in letter a) shall be conditional upon receipt of a written recommendation from a doctor and upon a prior consent of COMPENSA TU S.A. Vienna Insurance Group or the COMPENSA TU S.A. Vienna Insurance Group Emergency Centre;
  - 4) costs of dental treatment up to EUR 100 for all events occurring during the period of liability of COMPENSA TU S.A. Vienna Insurance Group.

COMPENSA TU S.A. Vienna Insurance Group shall cover the costs of dental treatment in the case of sudden pain or inflammation requiring immediate medical attention during the period of the liability of COMPENSA TU S.A. Vienna Insurance Group.

- 1.2. The liability of COMPENSA Insurance Group regarding the costs of treatment is limited to costs which arose during the period of insurance and were incurred within a period not longer than 4 weeks after the expiry of the period of insurance specified in § 8, unless the Insured Person failed to meet the above time limit due to his or her health condition.
- 1.3. If the costs of hospital treatment are covered from the EHIC (European Health Insurance Card) card, COMPENSA TU S.A. Vienna Insurance Group shall pay the Insured Person a benefit of PLN 100 for each day of hospitalization, up to a maximum of PLN 1,000; the daily benefit is paid to the Insured from the first day of hospitalization, provided that the treatment was a consequence of a sudden illness or an accident covered by insurance protection.
2. Personal accident insurance
  - 2.1. Insurance covers the consequences of accidents arising during travel and stay of the Insured Person abroad and outside the country of permanent residence, subject to item 2.2.

2.2. Against payment of an additional premium, accident insurance may be extended to the territory of the Republic of Poland. Extension of territorial coverage is possible only when joining the insurance contract against the costs of treatment abroad and outside the country of permanent residence in the basic scope.

2.3. The insurance covers the following basic benefits:

- 1) benefit in respect of permanent health impairment suffered as a result of an accident, in an amount equal to 1% of the sum insured in respect of the accident cover for each per cent of permanent health impairment, but not more than 100% of the sum insured;
- 2) benefit in respect of the death of the Insured Person as a result of an accident in an amount equal to 50% of the sum insured in respect of the accident cover.

2.4. In the case of accident insurance, extension of territorial coverage to include the Republic of Poland, in accordance with item 2.2, the insurance shall additionally cover:

- 1) reimbursement of the documented purchase costs of medical aids up to an amount equal to 20% of the sum insured in respect of the accident cover for one and all events during the period of liability, where the purchase is necessary from a medical point of view, recommended by a physician and related to the insured accident, and the costs of their purchase were not covered by social insurance or by other title and were incurred only in the territory of the Republic of Poland;
- 2) daily allowance for hospital stay for the documented period of hospital stay in connection with the Insured Person's accident, in the amount of PLN 40 per day. The daily allowance is paid to the Insured Person from the first day of hospitalization for a period not exceeding 60 days, provided that the Insured Person was hospitalized for at least 10 days. The sum insured with regard to the daily allowance for hospitalization is PLN 2,400 for one and all events occurring during the period of liability. The sum insured shall be reduced by each benefit payment under this insurance.

### 3. Assistance services

3.1. Financial assistance:

- 1) The financial assistance shall be provided through the COMPENSA TU S.A. Vienna Insurance Group Emergency Centre, if:
  - a) the Insured Person was detained (arrested) and is obliged to pay bail required under the laws of the country concerned in order to be released from custody;
  - b) the Insured Person lost his or her means of payment, such as: cash, cheques, credit cards, payment cards, or these have been destroyed.
- 2) Financial assistance shall be granted only on the condition that the COMPENSA TU S.A. Vienna Insurance Group Emergency Centre receives, from the Insured Person or a person authorized by the Insured Person, a written commitment to repay the financial assistance provided.
- 3) The amounts paid as financial assistance should be refunded to COMPENSA TU S.A. Vienna Insurance Group within 30 days from the date of return to the country but not later than 90 days from the date on which assistance was provided.
- 4) The Insured Person shall pay back the financial assistance in the amount in which it was granted.

3.2. Assistance in the event of theft or loss of documents,

- 1) In the event of loss or theft of a passport, ID or ticket, the COMPENSA TU S.A. Vienna Insurance Group Emergency Centre shall assist in obtaining a replacement document enabling the Insured Person to leave a given country and shall advise on how to proceed in a given case.
- 2) If a written authorization is received, the COMPENSA TU S.A. Vienna Insurance Group Emergency Centre shall take the necessary steps in order to freeze the Insured Person's bank account within the scope of the authorization granted or shall intervene with the competent authorities.

3.3. Conveying messages.

If an unforeseen event, e.g. strike, aircraft hijacking, illness or accident, results in a delay in the return of the Insured Person from a trip or in a change to its itinerary, the COMPENSA TU S.A. Vienna Insurance Group Emergency Centre shall, at the request of the Insured Person, provide the necessary information to his or her family, employer or other designated persons.

3.4. Arrangement of care for minors and reimbursement of care-related costs.

- 1) In the case of hospitalization of the Insured Person who is travelling with a minor child or children who has/have not been accompanied by any other adult, the COMPENSA TU S.A. Vienna Insurance Group Emergency Centre shall arrange care for and cover the costs of transportation of the Insured Person's child or children to the place of residence in the Republic of Poland or the country of permanent residence or to the place of residence of the person designated to exercise care over them.
- 2) The coverage of costs related to transporting minor children includes the price of a return train or bus ticket, or – if the train or bus trip lasts longer than 12 hours – a plane ticket.
- 3) If necessary, COMPENSA TU S.A. Vienna Insurance Group shall arrange and cover the costs of care (nurse, foster family) – up to 7 days – in the country where the event occurred, subject to § 10 par. 6.

3.5. Arrangement of legal assistance and assistance of an interpreter

- 1) If the Insured Person requires legal assistance outside the territory of the Republic of Poland and the country of residence, COMPENSA TU S.A. Vienna Insurance Group shall arrange a lawyer and an interpreter.

2) The payment by COMPENSA TU S.A. Vienna Insurance Group of the costs of such assistance shall be made after the person indicated by the Insured Person has transferred a given amount to the bank account of COMPENSA TU S.A. Vienna Insurance Group. COMPENSA TU S.A. Vienna Insurance Group shall intermediate in transferring the fee to the lawyer and the interpreter.

3) This assistance shall not be granted if the legal issue of the Insured Person is related to his or her professional activity, driving or storing a motor vehicle, crime or an attempted crime.

Assistance service does not cover costs incurred by the Insured Person without prior approval of COMPENSA TU S.A. Vienna Insurance Group or the COMPENSA TU S.A. Vienna Insurance Group Emergency Centre and costs not exceeding EUR 50 or their equivalent, as well as costs and liabilities incurred due to detention or temporary arrest of the Insured Person due to trafficking in drugs or other narcotics.

4. Search and rescue costs insurance

4.1. The subject of insurance shall be the documented costs, justified by the applicable circumstances, of rescue and search operations carried out by specialized rescue services, i.e.:

- 1) search costs,
- 2) costs of providing ad hoc medical assistance at the scene of the accident,
- 3) costs of transportation from the scene of the accident to the nearest medical facility (sleigh, ambulance, helicopter or other most suitable means of transport).

4.2. The costs listed in item 4.1 shall be covered, if they have not been previously covered by insurance against the costs of treatment outside of the Republic of Poland and the country of permanent residence – in accordance with the provisions on insurance against the costs of treatment stipulated in par. 1.

4.3. No reimbursement shall be made if the costs of rescue and search arose due to an unjustified call requiring the presence of emergency or medical services.

5. Additional benefits

5.1. The scope of insurance may be extended to include coverage for the costs of treatment of tropical diseases, subject to payment of an additional premium for the same. Extension of insurance coverage to include costs of treatment of tropical diseases is possible on a date different from the date of insurance enrolment in the basic coverage.

### § 7. Limitations and exclusions of liability

1. COMPENSA TU S.A. Insurance Group applies an exclusion or a limitation of its liability if there an adequate cause and effect relation exists between the insurance event or claim and a circumstance indicated in the provisions concerning the applicable exclusion or limitation of liability, i.e. when the insurance event or the claim are deemed to be typical, normal consequences of the aforementioned circumstance.

2. The compensation or benefit shall not be paid in case of:

- 1) medical contraindications to travel abroad;
- 2) treatment of diseases diagnosed by a doctor before the beginning of the period of insurance, including the consequences of such diseases;
- 3) events occurring in connection with the Insured Person's performance of high-risk work;
- 4) events occurring before the commencement of the period of insurance and reported during the period of insurance;
- 5) events occurring as a result of acting in violation of the laws of the country of residence;
- 6) events occurring in connection with professional sports activities;

3. In addition, no compensation or benefit shall be paid if the insured event occurred as a result of:

- 1) intentional actions of the Insured Person or the Beneficiary, including actions consisting in an attempted or perpetrated offence, suicide, self-mutilation or a health disorder caused deliberately by the Insured Person or the Beneficiary;
- 2) driving a motor vehicle or any other vehicle by the Insured Person under the influence of alcohol or intoxication, under the influence of drugs, psychotropic drugs or other similar substances or without the required authorizations to drive such a vehicle;
- 3) intoxication with alcohol, drugs, psychotropic drugs or similar substances;
- 4) actions taken by the Insured Person under the influence of alcohol or in a state of intoxication, under the influence of narcotics, psychotropic drugs or other similar substances;
- 5) acts of war, state of emergency, participation in protest marches and rallies in case of active participation of the Insured Person;
- 6) active participation of the Insured Person in riots, fights and commotion, acts of terrorism or sabotage;
- 7) nuclear, chemical contamination or irradiation.

4. Moreover, the insurance cover does not include:

- 1) any costs incurred in the territory of the Republic of Poland and the Insured Person's country of permanent residence, subject to § 6 item. 2.4;
- 2) expenses incurred for special nutrition of the Insured Person, even if it was recommended by a physician;
- 3) costs of stay at nursing homes and health resorts;
- 4) costs of plastic surgeries;
- 5) costs of preventive and prosthetic dental treatment;



- 6) costs to the extent that they were covered in connection with the same event from other sources;
- 7) costs of treatment of the consequences of bodily injury or health disorder caused by medical treatment or treatments - regardless of by whom they were performed, with the exception of coverage under first aid;
- 8) costs that are not medically justified;
- 9) costs of rehabilitation treatment;
- 10) costs of treatment of persons whose purpose of travel is to undergo medical treatment;
- 11) costs of treatment that do not exceed the equivalent of EUR 20 (conditional franchise);
- 12) costs exceeding the scope necessary to restore the Insured Person's health enabling his/her return to the country;
- 13) costs of treatment of chronic illnesses and their consequences;
- 14) costs of treatment of tropical diseases, unless coverage has been extended to include costs of treatment of tropical diseases;
- 15) costs of treatment of venereal diseases, AIDS and other diseases caused by or related to HIV;
- 16) costs of treatment of the consequences of radioactivity;
- 17) costs of treatment of the severe acute respiratory syndrome (SARS)
- 18) costs of treatment if the Insured Person did not undergo a mandatory vaccination or recommended vaccination in a timely manner or did not present a vaccination certificate (e.g. International Certificate of Immunization).

## § 8. Period of insurance

1. The period of insurance for each Insured Person is equivalent to the term of the card and is respectively:
  - 1) ISIC 7-12 cards - up to 16 months from the date of issuance of the card;
2. The period of insurance begins on the date of issuance of the card.

## § 9. Beginning and end of the liability of COMPENSA TU S.A. Vienna Insurance Group

1. The liability of COMPENSA TU S.A. Vienna Insurance Group in relation to each Insured Person begins from the day following the purchase of the card with simultaneous payment of the premium, but not earlier than after crossing the border of the Republic of Poland or the country of permanent residence, subject to par. 2.
2. In case of extending the insurance against the consequences of an accident to include the territory of the Republic of Poland, according to § 6 item 2.4 the liability of COMPENSA TU S.A. Vienna Insurance Group begins after a 7-day grace period calculated from the date of issuance of the card, subject to par. 4.
3. In case of the Insured Person's stay outside the Republic of Poland and the country of permanent residence at the time of accession to the insurance contract, the liability of COMPENSA TU S.A. Vienna Insurance Group begins after a 7-day grace period calculated from the date of issuance of the card, subject to par. 4.
4. The grace period referred to in par. 3 does not apply if the Insured Person was covered by insurance protection with COMPENSA TU S.A. Vienna Insurance Group under insurance purchased together with the ISIC card and by purchasing a new card he/she joins the insurance contract for another period, with continuity of insurance coverage.
5. The liability of COMPENSA TU S.A. Vienna Insurance Group ends at the end of the card's validity period.

## § 10. Sum insured, limits of liability

1. The sum insured for the costs of treatment outside the Republic of Poland and the country of permanent residence is the upper limit of liability of COMPENSA TU S.A. Vienna Insurance Group in this regard and amounts to:
  - 1) for ISIC 7-12 cards - the PLN equivalent of EUR 50,000,
2. The sum insured for the costs of treatment in the territory of the USA for ISIC 7-12 cards is the PLN equivalent of EUR 50,000.
3. The sum insured for accidents is PLN 20,000 and is the upper limit of liability in this regard.
4. The financial assistance referred to in § 6 par. 3 item 3.1 shall be provided up to EUR 2,000 or the equivalent amount in another currency and shall be the upper limit of liability in this regard.
5. The sum insured for arranging and covering the costs of childcare and the reimbursement of care-related costs as well as the transportation costs referred to in § 6 par. 3 item 3.4 is PLN 2,000 and constitutes the upper limit of liability in this regard.
6. The sum insured for rescue and search costs is the PLN equivalent of EUR 5,000 and is the upper limit of liability in this regard.
7. The sums insured referred to in par. 3, 4, 5, 6 are separate from the sum insured with regard to the costs of treatment referred to in par. 1-2.
8. In order to determine the amount of sums insured in PLN the average exchange rate of euro 1 as defined by NBP and valid as of the date of the insurance contract conclusion shall be taken into account.
9. The sums insured referred to in par. 1, 2, 5, 6 shall be reduced by each payment of compensation or benefit under the insurance contract for which these sums were determined.
10. Sum insured for accidents shall not be reduced by the payment of the benefit under this insurance.

## § 11. Insurance premium

1. The insurance premium is payable for the entire period of insurance in advance.

2. The amount of insurance premium shall depend on:

- 1) territorial scope;
- 2) scope of insurance;

## § 12. Adherence to and withdrawal from the insurance contract

1. Adherence to the insurance contract is based on applications for ISIC Cards with insurance submitted by the Insured Person.
2. The request shall include at least the following data:
  - 1) first and last name,
  - 2) permanent residence address of the Insured Person;
  - 3) date of birth, PESEL of the Insured Person (if assigned),
  - 4) school ID number
3. The application for an ISIC Card for the benefit of persons aged 7 - 12 is submitted by a parent or legal guardian.
4. The Insured Person has the right to withdraw from the insurance contract by submitting a written statement. The withdrawal takes effect as of the next day following the day of submission of the statement, unless the party withdrawing from the insurance contract agrees otherwise with COMPENSA TU S.A. Vienna Insurance Group.

## § 13. Withdrawal from the Contract and expiration of the Contract

1. The Policyholder has the right to withdraw from the Contract within 7 days from the date of conclusion.
2. Withdrawal from the Contract or its expiration does not relieve the Policyholder from the obligation to pay the premium for the period during which COMPENSA TU S.A. Vienna Insurance Group provided insurance coverage.
3. In the event of termination of the insurance relationship before the expiration of the period for which the Contract was concluded, the Policyholder shall be entitled to a refund of the premium for the period of unused insurance coverage.
4. The insurance contract may be terminated by COMPENSA TU S.A. Vienna Insurance Group with immediate effect in situations indicated in applicable legal regulations, as well as in case of committing a crime by the Policyholder, if it was related to the conclusion or execution of the insurance contract;  
The above shall apply accordingly with regard to the right of COMPENSA TU S.A. Vienna Insurance Group to exclude the Insured Person from insurance with immediate effect.
5. The contract expires on the date of withdrawal from the insurance contract by the last Insured Person for whose account it was concluded.

## § 14. Responsibilities of the Insured Person and conduct in the event of occurrence of an insured event

1. The Policyholder or the Insured Person is obliged to immediately notify COMPENSA TU S.A. Vienna Insurance Group about the occurrence of an insured event, no later than within 14 days from the occurrence of the event or obtaining information about it, unless due to an accident he/she could not do it - in such a situation he/she should do it within 14 days from the disappearance of the reason for failure to report the loss, subject to separate provisions provided for in contracts of additional insurance.
2. In the case of occurrence of an insured event, the Insured Person shall be obliged to take any measures available to him/her in order to diminish the extent of the loss, as well as to secure the possibility of pursuing claims for damages against those responsible for the loss. COMPENSA TU S.A. Vienna Insurance Group shall, within the limits of the sum insured, reimburse the Insured Person for any costs resulting from the application of the measures referred to above, if such measures were justified, even if they turned out to be ineffective.
3. If the Policyholder or the Insuring Person, through intentional misconduct or gross negligence, fails to apply the measures available to the Policyholder to reduce the extent of the loss and has not secured the possibility of asserting claims against persons responsible for the loss, COMPENSA TU S.A. Vienna Insurance Group shall be free from liability for resulting losses.
4. If the Policyholder or the Insured Person, through intentional misconduct, failed to fulfil any of the obligations referred to in the Contract, and this had an impact on the increase in the loss, determination of the circumstances of an accident, event or extent of the loss, COMPENSA TU S.A. Vienna Insurance Group may reduce the benefit accordingly.
5. The Insured Person shall be obliged to provide COMPENSA TU S.A. Vienna Insurance Group a mailing address.
6. If the same object of insurance at the same time is insured against the same risk with two or more insurers, the Insured Person shall be obliged to inform COMPENSA TU S.A. Vienna Insurance Group should an insured event occur.
7. In the case of occurrence of an insured event pertaining to the costs of treatment, the Insured Person shall:
  - 1) in order to obtain a guarantee for the costs payable to a medical facility in respect of medical assistance, hospital treatment, other insured costs or in order to obtain additional information - immediately contact the COMPENSA TU S.A. Vienna Insurance Group Emergency Centre;
  - 2) make efforts to mitigate the consequences of the event by promptly obtaining medical assistance and undergoing recommended treatment, taking advantage, where possible, of the public health care system;
  - 3) obtain medical records confirming the diagnosis of a disease (medical diagnosis) and justifying the need to undergo treatment and select a given treatment method, in particular records concerning the provision of first aid immediately after the event;
  - 4) secure evidence related to sudden disease or personal accident in order to substantiate the claim for reimbursement of medical expenses, including original invoices and proof of payment;

- 5) cover, on their own, the costs of outpatient treatment not exceeding the equivalent of EUR 50 in the currency of a given country – the reimbursement of these costs takes place after the claim has been filed with COMPENSA TU S.A. Vienna Insurance Group;
- 6) in case of filing a claim for reimbursement of the costs of treatment to COMPENSA TU S.A. Vienna Insurance Group - present original medical records and evidence of incurred expenses related to the insured event, as referred to in § 15 par. 1;
- 7) if such a recommendation has been issued – undergo an examination conducted by the physicians indicated by COMPENSA TU S.A. Vienna Insurance Group.
8. In case of occurrence of an insured event covered by personal accident insurance, the Insured Persons shall be obliged to:
  - 1) seek to mitigate the consequences of the accident by immediately obtaining medical care and undergoing recommended treatment;
  - 2) deliver to COMPENSA TU S.A. Vienna Insurance Group:
    - a) medical records confirming the diagnosis (medical diagnosis) and justifying the need to perform a given treatment; first aid records immediately after the event, as well as treatment records;
    - b) a filled in loss report form;
    - c) other documents indicated to the Insured Person in the procedure connected with loss adjustment, necessary to determine the legitimacy of claims and amount of the benefit;
  - 3) secure evidence related to the accident in order to substantiate the claim;
  - 4) allow COMPENSA TU S.A. Vienna Insurance Group to seek information on the circumstances of the accident, in particular to release doctors who attended to or are currently attending to the Insured Person after the accident from the obligation to keep medical confidentiality – to the extent necessary to obtain information needed to verify the data provided by the Insured Person concerning their health – by submitting a written statement when filing the accident claim form, unless relevant statement of the Insured Person was made at the time of conclusion of the insurance contract;
  - 5) if such a recommendation has been issued – undergo an examination conducted by the physicians indicated by COMPENSA TU S.A. Vienna Insurance Group.
9. In the event of the death of the Insured Person as a result of an accident, the Beneficiary or the person claiming payment of the benefit shall submit:
  - 1) a copy of death certificate or its copy certified to be a true copy of the original;
  - 2) a copy of the Insured Person's death certificate identifying the cause of death or a copy of another document confirming the cause of death, issued by a physician or an authorized entity.
  - 3) a copy of the document confirming their family relationship with the Insured Person (e.g. confirmation of the acquisition of inheritance in statutory succession), certified as a true copy of the original in the absence of the Beneficiary.
10. If an event covered by the assistance scheme occurs, the Insured Person shall:
  - 1) immediately notify COMPENSA TU S.A. Vienna Insurance Group Emergency Centre of the occurrence of the event by phone or e-mail;
  - 2) present any and all documents confirming the occurrence of the event, and inform of the fact that specific expenses have been incurred in this respect.
11. In the case of occurrence of an event covered by search and rescue reimbursement insurance, the Insured Person shall:
  - 1) immediately notify COMPENSA TU S.A. Vienna Insurance Group or the COMPENSA TU S.A. Vienna Insurance Group Emergency Centre of the occurrence of the event, or within 7 days from returning to the country report to COMPENSA TU S.A. Vienna Insurance Group a claim for reimbursement of the costs;

- 2) present any and all documents confirming the occurrence of the event, and inform of the fact that specific expenses have been incurred in this respect.
12. Any untrue statement or other action aimed at misleading COMPENSA TU S.A. Vienna Insurance Group may result in the loss of the right to obtain compensation or benefits.
13. The provisions of the aforementioned paragraphs shall apply accordingly to the Insured Person if the insurance contract is concluded for his/her account and the Insured Person was informed about its conclusion.
14. COMPENSA TU S.A. Vienna Insurance Group may request the Insured Person or the Insured Person's legal representative, and the Insured Person or the Insured Person's representative is required to agree to apply to the entities that provided health services to the Insured Person in order to obtain information related to the verification of the data provided by the Insured Person about the Insured Person's health condition, in particular to the doctors who provided or continue to provide care to the Insured Person in order to determine whether the treatment in question was related to the accident.

#### § 15. Determination of the amount of compensation or benefit

1. Benefit for reimbursement of costs of treatment
  - 1.1. The determination of the legitimacy and amount of compensation or benefit for reimbursement of medical expenses shall be made on the basis of the following evidence and documents submitted by the Insured Person or a person authorized to receive benefits in this regard:
    - 1) evidence confirming the need to undergo treatment in connection with sudden disease or accident, with the diagnosis (medical diagnosis) included;
    - 2) original bills and proofs of payment for hospitalization, medical assistance, sanitary transport, as well as medicines, dressing materials and aids purchased;
    - 3) original evidence confirming the payment of other expenses covered under the insurance contract.
  - 1.2. Documents constituting proof of expenses incurred in connection with the provision of medical assistance to the Insured Person shall include the following information:
    - 1) name and surname of the Insured Person;
    - 2) contact details of the medical facility providing assistance;
    - 3) stamp and signature of the physician or person authorized to represent the medical facility.
  - 1.3. COMPENSA TU S.A. Vienna Insurance Group reserves the right to verify the submitted documents and to consult specialists.
  - 1.4. COMPENSA TU S.A. Vienna Insurance Group may request the Insured Person or his/her legal representative to grant a written consent to contact the entities which provided health services to the Insured Person in order to obtain information required to verify the data provided by that person about their health condition, in particular to contact physicians who provided or continue to provide care to the Insured Person, in order to determine whether the disease is the result of pre-existing conditions or occurred for the first time.
2. Accident insurance benefit
  - 2.1. The benefit payable in connection with a permanent health impairment resulting from an accident shall be determined after COMPENSA TU S.A. Vienna Insurance Group appoints a certifying physician to determine the degree of permanent health impairment.
  - 2.2. The degree of permanent impairment is determined on the basis of the submitted medical records and the "Table of health impairment percentage standards" below, without the need to examine the Insured Person by the certifying physician, subject to item 2.3.

**TABLE OF HEALTH IMPAIRMENTS AS A RESULT OF AN ACCIDENT**

Item	Type of impairment	Percentage of permanent health impairment
<b>I. HEAD INJURIES</b>		
1	Injury to calvaria and skull base bones (indentations, fissures, fragmentation) depending on the extent of the injury	1-10
2	Skull bone loss:	
	a) with a diameter less than 3 cm	1-7
	b) with a diameter of 3 cm to 5 cm	8-12
	c) with a diameter of 6 cm or more	13-30
<b>II. FACIAL INJURY</b>		
3	Loss of sight in one eye with concurrent enucleation of the eye	38

4	Injury to the pinna:	
	a) loss of a part of the pinna	1-5
	b) deformation of the pinna (scars, burns and frostbites) depending on the degree	5-10
	c) loss of one pinna	15
	d) loss of both pinnas	25
5	Nose injury:	
	a) nose injury without breathing disorders and smell disturbances - depending on the extent of the injury	1-5
	b) nose injury with breathing disorders and smell disturbances - depending on the extent of the injury and the seriousness of the breathing disorders	5-10
	c) nose injury with breathing disorders and smell disturbances - depending on the seriousness of the breathing disorders and smell disturbances	10-20
	d) loss of smell resulting from the injury to the anterior cranial fossa	5
	e) total loss of the nose (together with the nasal bones)	30
6	Loss of incisors and canine teeth - for each tooth	
	a) partial	1
	b) total	2
7	Loss of remaining teeth - for each tooth	1
8	Fracture of the jaw or mandible - depending on dislocations, deformities, bite asymmetry, impairment of chewing and jaw dilation, lack of short-circuiting:	
	a) insignificant	1-5
	b) severe	5-15
9	Loss of the jaw or mandible including disfigurement and loss of teeth - depending on the size of the cavities, disfigurement and complications:	
	a) partial	15-30
	b) total	40-50
<b>III. CHEST INJURY</b>		
10	Loss of a teat in women - depending on deformity and scarring - partial and total	1-15
11	Loss of a nipple, depending on the extent of loss and the size of scars	
	a) partial	5-10
	b) total	15-20
	c) with a part of pectoralis	20-25
12	Injury to ribs (fracture, etc.):	
	a) with deformations and without a reduction in the vital capacity	1-7
	b) with deformations and reduction in the vital capacity - depending on the degree of the reduction in the vital capacity	8-20
13	Fracture of the sternum with deformity:	1-8
14	Injury to lungs and the pleura (pleural adhesions, injury to lung tissue, loss of lung tissue, foreign bodies, etc.)	
	a) without features of respiratory failure	1-7
	b) with respiratory failure - depending on the severity of respiratory failure	8-40
NOTE: The degree of respiratory impairment must be confirmed by a spirometric test		
<b>IV. ABDOMINAL INJURY</b>		
15	Injury to the stomach, intestines and omentum:	
	a) without gastrointestinal dysfunction and with sufficient nutrition status	3-10
	b) with gastrointestinal dysfunction and with insufficient nutrition status - depending on the severity of the impairment of nutritional status	10-40
16	Injury to the anal sphincter, causing permanent total incontinence of faeces and gas	60
17	Rectal prolapse - depending on the degree of prolapse	10-30

18	Loss of spleen	
	a) without major changes in the blood cells count	15
	b) with changes in the blood picture	20-30
19	Injury to the liver, bile ducts, pancreas	
	a) with mediocre impairment of their functions	5-10
	b) with moderate to severe impairment of their function depending on the degree	15-60
<b>V. GENITOURINARY INJURIES</b>		
20	Injury to one or both kidneys causing impairment of their function - depending on the severity of the function impairment	1-30
21	Loss of one kidney with the other healthy and functioning properly	25
22	Loss of one kidney, when the function of the other kidney is impaired - depending on the degree of impairment of the function of the remaining kidney	30-70
23	Bladder injury - depending on the degree of reduction in bladder capacity, urinary disorders, chronic inflammation	10-30
24	Total loss of the phallus:	40
25	Partial loss of the phallus:	10-30
26	Loss of one testicle or ovary:	
	a) up to 45 years of age	20
	b) after the age of 45	10
27	Loss of both testicles or both ovaries	
	a) up to 45 years of age	40
	b) after the age of 45	20
28	Loss of the uterus	
	a) up to 45 years of age	40
	b) after the age of 45	20
<b>VI. SPINAL INJURIES</b>		
29	Cervical spine injuries:	
	a) limitation of mobility in rotation 20-40° or bending 20-40°	1-10
	b) limitation of mobility in rotation 0-20° or bending 0-20°	10-20
	c) complete stiffness with neutral head positioning	25
	d) complete stiffness with unfavourable head positioning	25-40
30	Injury to the thoracic spine (Th1-Th11):	
	a) with restriction of mobility (Schober test 2-3 cm, tilt 15-30°)	1-10
	b) with severe limitation of mobility (Schober test 0-2 cm, tilt 0-15°)	10-20
31	Injury to the thoracic and lumbar spine (Th12-L5) according to the limitation and deformation of the vertebrae	
	a) with limitation of mobility (Schober test 7-5 cm, rotation 30-40°)	1-5
	b) with moderate limitation of mobility (Schober test 5-3 cm, rotation 20-30°)	5-15
	c) with severe limitation of mobility (Schober test 0-3 cm, rotation 0-20°)	15-25
32	Injury to the spinal cord	
	a) with symptoms of transverse cord transection with complete paralysis or paresis of a high degree of two or four limbs	100
	b) paresis of the lower extremities without damage to the upper part of the spinal cord (upper extremities), allowing mobility with the help of two canes	60-80
	c) paresis of the lower limbs allowing mobility with a single cane	30-40
	d) total paralysis of both upper extremities with muscular atrophy, sensory disturbances and trophic changes without paralysis of the lower extremities (after intramedullary stroke)	100
	e) hemiparesis of a significant degree of both upper limbs significantly impairing limb function (after intramedullary stroke)	60-70
	f) paresis of a minor degree of both upper limbs (after intraspinal stroke)	20-30
	g) sphincter and genital disorders without paresis (terminal cone syndrome)	20-40

VII. PELVIC INJURIES			
33	Fracture of the pelvis with interruption of the iliac rim single or multiple locations - depending on the deformity and gait impairment:		
	a) in the anterior segment (pubic bone, ischium)	1-10	
	b) in the anterior and posterior segments (Malgaigne type)	10-35	
34	Isolated fracture of the pelvis (wing of ilium, iliac spine, ischial tuberosity) - depending on the deformation and dysfunction		1-10
VIII. UPPER LIMB INJURIES			
SHOULDER		Right (dominant)	Left
35	Fracture of a shoulder blade:		
	a) fracture of the scapula with minor displacement and minor restriction of shoulder joint function (flexion more than 140°, lifting more than 140°, internal rotation more than 70°)	1-5	1-3
	b) fracture of the scapula with pronounced displacement and moderate restriction of shoulder joint function (flexion 100°- 140°, lifting 100° - 140°, internal rotation 50° - 70°)	5-15	3-12
	c) fracture of the scapula with large displacement and significant restriction of mobility of the shoulder joint (flexion less than 100°, lifting less than 100°, internal rotation less than 50°)	15-30	12-25
CLAVICLE		Right (dominant)	Left
36	Defective healing of a clavicle fracture - depending on the degree of deformity and restriction of movement:		
	a) with minor deformity and minor limitation of function of the shoulder joint (flexion more than 140°, lifting more than 140°, internal rotation more than 70°)	1-5	1-4
	b) with moderate deformity and moderate limitation of function of the shoulder joint (flexion 100° - 140°, lifting 100°- 140°, internal rotation 50° -70°)	5-20	4-15
	c) with very severe deformity and significant restriction of mobility of the shoulder joint (flexion less than 100°, lifting less than 100°, internal rotation less than 50°)	20-30	15-25
37	Dislocation of the clavicle-bar or clavicle-bridge joint - depending on the limitation of movement, impairment of lifting ability and degree of deformity:		
	a) with minor deformity (0/I°) and minor limitation of function of the shoulder joint (flexion more than 140°, lifting more than 140°, internal rotation more than 70°)	1-5	1-4
	b) with moderate deformity (I/II°) and moderate limitation of shoulder joint function (flexion 100° - 140°, lifting 100°- 140°, internal rotation 50° -70°)	5-15	4-10
	c) with very severe deformity (III°) and significant restriction of mobility of the shoulder joint (flexion less than 100°, lifting less than 100°, internal rotation less than 50°)	15-25	10-20
SHOULDER - SHOULDER-BLADE JOINT		Right (dominant)	Left
38	Injury to the scapulohumeral joint - depending on scarring, restriction of movement, muscle atrophy, displacement, deformity of the fractured head, proximal humeral epiphysis and other secondary changes:		
	a) with minor restriction of shoulder joint function (flexion more than 140°, lifting more than 140°, internal rotation more than 70°)	1-5	1-4
	b) with moderate limitation of shoulder joint function (flexion 100° - 140°, lifting 100°- 140°, internal rotation 50° -70°)	5-15	4-10
	c) with significant restriction of mobility of the shoulder joint (flexion less than 100°, lifting less than 100°, internal rotation less than 50°)	15-30	10-25
39	Loss of a limb at the shoulder		75 65
40	Loss of a limb including the shoulder blade		80 70
SHOULDER		Right (dominant)	Left
41	Fracture of the shaft of the humerus - depending on the displacement, restrictions of movement in the shoulder and elbow joint:		
	a) with minor displacement and with minor limitation of function of the shoulder joint (flexion more than 140°, lifting more than 140°, internal rotation more than 70°) or elbow (flexion more than 120°, deficit of extension up to 5°, full rotational movements)	1-8	1-5
	b) with moderate degree of displacement and limitation of function of the shoulder joint (flexion 100° - 140°, lifting 100° - 140°, internal rotation 50° - 70°) or the elbow joint (flexion 120° - 90°, deficit of extension 5° - 30°, limitation of rotation up to 60°)	8-15	5-10
	c) with significant displacement and limitation of function of the shoulder joint (flexion less than 100°, lifting less than 100°, internal rotation less than 50°) or the elbow joint (flexion less than 90°, deficit of extension more than 30°, rotational mobility limited more than 60°)	15-25	10-20



42	Injuries to muscles, tendons and their attachments - depending on secondary changes and impairment of function:		
	a) with minor limitation of function of the shoulder joint (flexion more than 140°, lifting more than 140°, internal rotation more than 70°) or elbow (flexion more than 120°, deficit of extension up to 5°, full rotational movements)	1-5	1-3
	b) with moderate degree of limitation of function of the shoulder joint (flexion 100° - 140°, lifting 100° - 140°, internal rotation 50° - 70°) or the elbow joint (flexion 120° - 90°, deficit of extension 5° - 30°, limitation of rotation up to 60°)	5-10	3-8
	c) with significant limitation of mobility of the shoulder joint (flexion less than 100°, lifting less than 100°, internal rotation less than 50°) or the elbow joint (flexion less than 90°, deficit of extension more than 30°, rotational mobility limited more than 60°)	10-20	8-15
43	Loss of a limb in the arm region		
	a) with preservation of only the proximal third of the humerus	70	65
	b) with longer stumps	65	60
<b>ELBOW JOINT</b>		<b>Right (dominant)</b>	<b>Left</b>
44	Fracture of the peripheral epiphysis of the humerus, olecranon, head of radius - depending on the deformity and restriction of movement:		
	a) with minor displacement and with minor limitation of function of the elbow joint (flexion more than 120°, deficit of extension up to 5°, full rotational movements)	1-5	1-4
	b) with moderate degree of displacement and limitation of function of the elbow joint (flexion 120° - 90°, deficit of extension 5° - 30°, limitation of rotation up to 60°)	5-15	4-10
	c) with significant dislocation and limitation of mobility of the elbow joint (flexion less than 90°, deficit of extension more than 30°, rotational mobility limited more than 60°)	15-25	10-20
<b>FOREARM</b>		<b>Right (dominant)</b>	<b>Left</b>
45	Fracture of epiphysis of one or both forearm bones, causing limitation of carpus mobility and deformations - depending on the degree of functional impairment:		
	a) with minor displacement and with minor limitation of wrist function (dorsiflexion and palmar flexion up to 60°)	1-5	1-4
	b) with moderate degree of displacement and limitation of the wrist function (dorsal and palmar flexion 40° - 60°)	5-15	5-10
	c) with significant displacement and restriction of wrist mobility (dorsal and palmar flexion less than 40°)	15-20	10-15
46	Fracture of shafts of one or both forearm bones - depending on the displacements, deformations and function impairments:		
	a) with minor displacement and with minor limitation of function of the elbow joint (flexion more than 120°, deficit of extension up to 5°, full rotational movements) or the wrist (dorsal and palmar flexion less than 60°)	1-5	1-4
	b) with moderate displacement and limitation of function of the elbow joint (flexion 120° - 90°, deficit of extension 5° - 30°, limitation of rotation up to 60°) or the wrist (dorsal and palmar flexion 40° - 60°)	5-15	5-10
	c) with significant dislocation and limitation of mobility of the elbow joint (flexion less than 90°, deficit of extension more than 30°, rotational mobility limited more than 60°) or the wrist (dorsal and palmar flexion less than 40°)	15-25	10-20
47	Injuries to soft parts of the forearm, muscle skin, tendons, vessels - depending on the extent, injury and impairment of function, secondary changes (trophic, circulatory, scarring and others)		
	a) minor changes	1-5	1-4
	b) significant changes	5-15	4-10
48	Loss of a limb at a forearm level - depending on characteristics of the stump and its suitability for a prosthesis	55-65	55-60
49	Loss of a forearm next to the wrist joint	50	40
<b>WRIST</b>		<b>Right (dominant)</b>	<b>Left</b>
50	Injury to the wrist: sprain, dislocation, fracture - depending on scarring, deformity, extent of injury, functional impairment, trophic changes and other secondary changes:		
	a) with minor displacement and with minor limitation of wrist function (dorsiflexion and palmar flexion up to 60°)	1-5	1-4
	b) with moderate degree of displacement and limitation of the wrist function (dorsal and palmar flexion 40° - 60°)	5-15	5-10
	c) with significant displacement and restriction of wrist mobility (dorsal and palmar flexion less than 40°)	15-20	10-15
51	Loss of a hand at the wrist level	45	40

METACARPUS		Right (dominant)	Left
52	Injury to the metacarpus, soft parts (skin, muscles, vessels, nerves), bones depending on scarring, deformities, impairment of hand function and other secondary changes:		
	a) minor deformities, restriction of mobility up to 25% of normal	1-4	1-3
	b) moderate deformities and restriction of mobility 25-50% of normal	5-8	4-6
	c) extensive deformities and restriction of mobility of more than 50% of normal	9-12	7-10
THUMB		Right (dominant)	Left
53	Loss in the thumb - depending on the extent of the defect, scarring, deformation of the quality of the thumb, restriction of finger movement, impairment of hand function, other secondary changes		
	a) partial loss of a finger pad	1-3	1-2
	b) loss of a finger pad	4	3
	c) loss of an ungual phalanx	5-7	3-5
	d) loss of an ungual phalanx and proximal phalanx (from 2/3 of the length of the phalanx)	10	7
	e) loss of an ungual phalanx and proximal phalanx - less than 2/3 of the length or loss of both phalanges without metacarpal bone	15	10
	f) loss of both phalanges with metacarpal bone	25	20
54	Other injuries to the thumb: fractures, dislocations, damage to muscles, tendons, vessels, nerves - depending on scarring, deformities, sensory disturbances, restriction of finger movement, impairment of hand function and other secondary changes:		
	a) minor limitation of function (total flexion of more than 100°, opposition up to -1 cm)	1-8	1-5
	b) moderate limitation of function (total flexion 70° - 100°) opposition -2 - -4 cm)	8-15	5-10
	c) major limitation of function (total flexion more than 70°, opposition less than 4 cm)	15-25	10-20
INDEX FINGER		Right (dominant)	Left
55	Loss in the pointer - depending on scarring, deformities, quality of the stump, restriction of pointer movement, impairment of hand function:		
	a) partial loss of a finger pad	1-3	1-2
	b) loss of a finger pad	4	3
	c) loss of an ungual phalanx	5	4
	d) loss of an ungual phalanx and part of the middle phalanx	8	6
	e) loss of an ungual phalanx and middle phalanx	10	8
	f) loss of three phalanges	15	12
	g) loss of pointer with metacarpal bone	20	16
Total full joint flexion of MCP, PIP, DIP = 260°		Right (dominant)	Left
56	Any other damage to the pointer: scars, tendon damage, deformities, joint contractures, stiffness, trophic or sensory changes, etc. - depending on the degree:		
	a) minor limitations of mobility (total flexion up to 230° or total deficit of extension up to 20°)	1-3	1-2
	b) moderate limitations of mobility (total flexion 230° - 160° or total deficit of extension 20° - 40°)	3-8	2-5
	c) severe limitations of mobility (total flexion less than 160° or total deficit of extension of more than 40°)	8-12	5-10
	d) significant lesions, almost complete loss of a forefinger (uselessness of the finger)	15	12
THIRD, FOURTH AND FIFTH FINGER		Right (dominant)	Left
57	Third, fourth, fifth finger - depending on the degree of the injury:		
	a) partial loss of a finger pad	1-2	1
	b) loss of finger pad or an ungual phalanx	2.5	2
	c) loss of two phalanges	5	4.5
	d) loss of three phalanges	7-8	5-6
58	Loss of fingers III, IV, V with metacarpal bone	8-12	6-8

59	Any other injury to the fingers III, IV, V and the corresponding metacarpal bones (scarring, tendon damage, deformities, joint contractures, stiffness, trophic or sensory changes, etc.) - causing		
	a) minor limitations of mobility (total flexion up to 230 or total deficit of extension up to 20)	1-2	1-1,5
	b) moderate limitations of mobility (total flexion 230 - 160 or total deficit of extension 20-40)	2-3	1.5 - 2
	c) severe limitations of mobility (total flexion less than 160 or total deficit of extension of more than 40)	4-6	3-5
Note: for injuries involving more fingers, the global score must be lower than the total loss of those fingers and correspond to the degree of utility of the hand. Injury involving all fingers with full loss of use of the hand must not exceed 45% for the right hand and 40% for the left hand.			
IX. LOWER LIMB INJURIES			
HIP JOINT			
60	Loss of a lower limb by hip debridement at the hip joint	85	
61	Injury to soft tissues of the ligamentous and articular apparatus, muscles, vessels, nerves, skin - depending on the degree of restriction of movement		
	a) minor limitation of mobility (flexion up to 90°, abduction up to 30°, internal and external rotation up to 30°)	1-6	
	b) moderate limitation of mobility (flexion 70° - 90°, abduction 20° - 30°, internal and external rotation 20° - 30°)	6-12	
	c) severe limitation of mobility (flexion less than 70°, abduction less than 20°, internal and external rotation less than 20°)	12-20	
62	Other sequelae of hip injuries (dislocations, fractures of the proximal femoral epiphysis, neck fractures, trans- and subtrochanteric fractures, vertebral fractures, etc.) - depending on the range of motion of dislocations, shortening, deformity and various secondary changes and subjective complaints)		
	a) minor limitation of mobility (flexion up to 90°, abduction up to 30°, internal and external rotation up to 30°)	1-10	
	b) moderate limitation of mobility (flexion 70° - 90°, abduction 20° - 30°, internal and external rotation 20° - 30°)	10-20	
	c) severe limitation of mobility (flexion less than 70°, abduction less than 20°, internal and external rotation less than 20°)	20-35	
THIGH			
63	Fracture of the femur - depending on deformity, shortening, muscle atrophy and restriction of movement in the joints:		
	a) minor limitation of mobility of the hip (flexion up to 90°, abduction up to 30°, internal and external rotation up to 30°) or of the knee (flexion up to 110°, deficit of extension up to 5°) or shortening up to 3 cm	1-10	
	b) moderate limitation of mobility of the hip (flexion 70° - 90°, abduction 20° - 30°, internal and external rotation 20° - 30°) or of the knee (flexion 110° - 80°, deficit of extension 5° - 10°) or shortening 3 - 6 cm	10-25	
	c) severe limitation of mobility of the hip (flexion less than 70°, abduction less than 20°, internal and external rotation less than 20°) or of the knee (flexion less than 80°, deficit of extension more than 10°) or shortening more than 6 cm	25-45	
64	Pseudarthrosis or loss in the thigh bone, which make it impossible to stress the limb - depending on the degree of function impairment, shortening and secondary disturbances	45-60	
65	Injuries to the skin, muscles, tendons (burns, cuts, subcutaneous fractures) - depending on functional impairment, etc. According to item 61		
66	Loss of limb - depending on the length of the stump and the suitability of its features for prosthetics	50-70	
KNEE			
67	Fractures of the epiphyses that make up the knee joint (ligamentous capsules, meniscus) - depending on the deformity of the stifle, valgus, contractures, restriction of movement, joint stability, static-dynamic disorders of the limb and other changes:		
	a) minor limitation of knee function (flexion up to 110°, deficit of extension up to 5°)	1-5	
	b) moderate limitation of knee function (flexion 110° - 80°, deficit of extension 5° - 10°)	5-10	
	c) severe limitation of knee function (flexion less than 80°, deficit of extension more than 10°)	10-20	
	d) stiffening of the knee understood as the lack of any movement	25	
68	Injury to the ligamentous and articular apparatus - depending on the limitation of movement, joint stability, static and dynamic disorders of the limb and their changes:		
	a) single-plane instability I° with slight muscle atrophy	1-3	
	b) single-plane instability II°, double-plane instability I° with secondary changes	4-10	
	c) single-plane instability III°, double-plane instability II° with significant secondary changes	10-15	
	d) double-plane instability III° with large secondary changes	15-20	
	e) severe multi-plane instability III° depending on secondary changes	20-25	
69	Loss of a limb at the level of the knee joint	50	

SHANK		
70	Fracture of the shinbone - depending on the deformity, displacement, secondary complications, trophic and functional changes of the limb, etc.:	
	a) minor limitation of knee function (flexion up to 110°, deficit of extension up to 5°) or ankle function (dorsiflexion up to 15°, sole up to 30°), shortening up to 3 cm	1-10
	b) moderate limitation of knee function (flexion 110° - 80°, deficit of extension 5° - 10°) or ankle function (dorsiflexion 5° - 15°, sole 15° - 30°), shortening 3 - 6 cm	10-20
	c) severe limitation of knee function (flexion less than 80°, deficit of extension more than 10°) or ankle function (dorsiflexion less than 5°, sole less than 15°), shortening more than 6 cm	20-30
71	Isolated fracture of a calf bone - depending on displacement, deformity, impairment of limb function	1-3
72	Injuries to the soft tissues of the lower leg, damage to the Achilles tendon and other tendons - depending on the extent of the injury, functional disorders and deformities of the foot and functional limitations, vascular, trophic and other changes:	
	a) minor limitation of ankle function (dorsiflexion up to 15°, sole up to 30°)	1-5
	b) moderate limitation of ankle function (dorsiflexion 5° to 15°, sole 15° - 30°)	5-10
	c) severe limitation of ankle function (dorsiflexion less than 5°, sole less than 15°)	10-20
73	Loss of a limb in the crus region - depending on the nature of the stump, its suitability for a prosthesis and secondary changes in the limb:	
	a) with a stump length of up to 8 cm measured from the joint crevice (in children under 10 years of age with a stump length of up to 6 cm)	50
	b) with longer stumps	35-40
SHIN-ANKLE AND ANKLE-FOOT JOINT, FOOT		
74	Injury to the shin-ankle and ankle-foot joint, sprains, supraspinatus, dislocations, fractures, contusions and other injuries - depending on scarring, deformities, limitations of mobility static-dynamic disorders of the foot:	
	a) minor limitation of ankle function (dorsiflexion up to 15°, sole up to 30°)	1-4
	b) moderate limitation of ankle function (dorsiflexion 5° to 15°, sole 15° - 30°)	5-10
	c) severe limitation of ankle function (dorsiflexion less than 5°, sole less than 15°)	10-20
75	Fractures of the ankle or heel bone - depending on persistent limitations of mobility:	
	a) minor limitation of foot joint function (dorsiflexion up to 15°, sole up to 30°)	1-4
	b) moderate limitation of foot joint function (dorsiflexion 5° to 15°, sole 15° - 30°)	5-10
	c) severe limitation of foot joint function (dorsiflexion less than 5°, sole less than 15°)	10-20
76	Loss of ankle or heel bone - depending on scarring, deformities, static-dynamic disorders of the foot and other complications	15-30
77	Injury to a tarsal bone with a displacement, deformations, and other secondary changes:	
	a) minor limitation of foot joint function (dorsiflexion up to 15°, sole up to 30°)	1-4
	b) moderate limitation of foot joint function (dorsiflexion 5° to 15°, sole 15° - 30°)	5-10
	c) severe limitation of foot joint function (dorsiflexion less than 5°, sole less than 15°)	10-20
78	Fractures of metatarsal bones - depending on displacement, deformation of the foot, static-dynamic disorders and other changes:	
	<b>I or V metatarsal bones:</b>	
	a) minor limitation of foot joint function (dorsiflexion up to 15°, sole up to 30°)	1-4
	b) moderate and severe limitation of foot joint function (dorsiflexion less than 15°, sole less than 30°)	5-10
	<b>II, III or IV metatarsal bones:</b>	
	a) minor limitation of foot joint function (dorsiflexion up to 15°, sole up to 30°)	1-3
79	Other injuries to the foot - depending on complaints, scarring, deformities, trophic changes, trophic-dynamic foot disorders and other secondary changes:	
	a) minor limitation of foot joint function (dorsiflexion up to 15°, sole up to 30°)	1-4
	b) moderate and severe limitation of foot joint function (dorsiflexion less than 15°, sole less than 30°)	5-8
80	Loss of an entire foot	40
81	Loss of a foot at the Chopart joint	35
82	Loss of a foot at the Lisfranc joint	25
83	Loss of a foot in the metatarsal region - depending on the extent of the loss of the front part of the foot and characteristics of the stump	15-25



FOOT FINGERS		
84	Injury to the big toe - depending on scarring, deformity, size of defects, characteristics of the stump, static and walking disturbances and other secondary changes:	
	a) pad defect or partial loss of the ungual phalanx of the big toe	1-4
	b) Loss of a ungual phalanx of the big toe	5
	c) loss of the entire big toe	7
85	Other injuries to the big toe - depending on the injury (soft parts)	
	a) minor limitations of mobility (total flexion up to 30° or total deficit of extension up to 30°)	1-4
	b) moderate to severe limitations of mobility (total flexion less than 30°, total extension more than 30°)	4-7
86	Loss of a big toe together with the metatarsal bone - depending on the extent of loss of the metatarsal bone	10-15
87	Injuries, defects to toes II, III, IV, V	
	a) partial loss, minor limitation of mobility (total flexion up to 30° or total deficit of extension up to 30°)	1-2
	b) partial loss, moderate to severe limitation of mobility (total flexion less than 30°, total extension less than 30°)	3-4
88	Loss of toe II or V with metatarsal bone	5-10
89	Loss of toe III or IV with metatarsal bone - depending on the degree of impairment, foot alignment and other secondary changes	5-8

2.3. Should it be impossible to establish the degree of permanent health impairment based on the presented medical records, such a degree shall be determined by COMPENSA TU S.A. Vienna Insurance Group on the basis of examinations performed by a certifying physician appointed by COMPENSA TU S.A. Vienna Insurance Group.

2.4. The type and amount of benefits shall be determined after establishing a causal link between personal accident, respectively, and permanent health impairment or death of the Insured Person.

2.5. The causal link referred to in item 2.4 shall be established on the basis of evidence provided by the Insured Person and on the basis of the results of the examinations referred to in item 2.3.

2.6. COMPENSA TU S.A. Vienna Insurance Group reserves the right to verify the submitted documents and to consult specialists.

2.7. The degree of the permanent health impairment shall be determined immediately after the completion of treatment, including, where applicable, rehabilitation treatment. If the treatment is prolonged, the final degree of permanent health impairment should be established not later than 12 months from the date of the accident.

2.8. When determining the degree of permanent health impairment, the type of work and other activities performed by the Insured Person shall not be taken into account.

2.9. When determining the degree of permanent health impairment, the previous loss of or damage to an organ or organ system is taken into account in such a way that the degree of permanent health impairment is determined in the amount of the difference between the degree appropriate for a given organ, or organ system, after the accident and the degree of impairment existing before the accident.

2.10. If the Insured Person who had suffered a personal accident died prior to the determination of the degree of permanent health impairment, and the death was not the consequence of such an accident, the Benefit shall be determined according to the presumed degree of permanent health impairment, expressed as a percentage rate, determined by the certifying physician appointed by COMPENSA TU S.A. Vienna Insurance Group.

2.11. If the Insured Person received the benefit for health impairment and then died as a result of this accident, the death benefit shall be paid if it is higher than the benefit paid to the Insured Person for health impairment, taking into account the amount previously paid. The Benefit shall be payable provided that death occurred within 12 months of the date of the accident.

2.12. If the Insured Person died after the permanent health impairment has been determined, and the death is not causally related to the personal accident, the benefit for permanent health impairment not paid to the Insured Person before his/her death shall be paid to the Beneficiary.

2.13. Reimbursement of the documented purchase costs of medical aids is made up to an amount equal to 20% of the sum insured in respect of the accident cover for one and all events during the period of liability, where the purchase is necessary from a medical point of view, recommended by a physician and related to the insured accident, and the costs of their purchase were not covered by social insurance or by other title and were incurred only in the territory of the Republic of Poland.

2.14. Reimbursement of the costs of purchasing medical aids is made on the basis of the original bills provided, on condition that the purchase of these medical aids was recommended by a physician and these costs were incurred only in the territory of the Republic of Poland within a period not longer than 12 months from the accident.

2.15. Determination of the legitimacy and amount of the daily allowance benefit in connection with hospitalization due to an accident shall be made on the basis of proof of the necessity to undergo hospital treatment, due to an accident, including medical diagnoses and specifying the time of actual hospitalization,

documents referred to in § 14 par. 8 item 3) of the Contract and on the basis of the information card from the hospital stay.

2.16. The daily allowance for hospitalization may be paid for more than one hospital stay, provided that each of these stays resulted from the same covered accident, subject to § 6 par. 2 item 2.4 sub-item 2).

2.17. The daily allowance shall be paid provided that there was liability of COMPENSA TU S.A. Vienna Insurance Group for the consequences of accidents.

2.18. The total amount of benefits under accident insurance may not exceed the sum insured referred to in § 10 par. 4.

#### § 16. Payment of compensation or benefit

1. COMPENSA TU S.A. Vienna Insurance Group is obliged to provide the benefit within 30 days, counting from the date of receipt of the notice of the occurrence of the insured event.

2. Should it prove impossible to clarify the circumstances necessary to determine the liability of COMPENSA TU S.A. Vienna Insurance Group or the amount of the benefit during the aforementioned time limit, the benefit shall be paid within 14 days from the date on which the clarification of such circumstances becomes possible with due diligence displayed. However, the undisputed part of the benefit shall be paid by COMPENSA TU S.A. Vienna Insurance Group within the time limit provided for in par. 1.

3. Costs incurred in foreign currencies shall be converted into PLN according to the average exchange rate of the National Bank of Poland in effect on the date of determining the Benefit or compensation.

4. Reimbursement shall be made in the order in which documents confirming the incurrance of such costs are received by COMPENSA TU S.A. Vienna Insurance Group.

5. If liabilities towards foreign entities, arising under the contract concluded, have not been settled by the Insured Person or another person, COMPENSA TU S.A. Vienna Insurance Group shall make justified foreign currency payments directly to those entities.

6. If the benefit is not due or is due in an amount different from the one specified in the claim, COMPENSA TU S.A. Vienna Insurance Group shall send a written notice to the claimant and the Insured Person – if the insurance contract was concluded for the account of a third party, and the Insured Person is not the claimant – indicating the circumstances and the legal basis justifying a complete or partial refusal to pay the compensation or benefit, and notifying of the possibility to appeal or the option to pursue claims in court.

#### § 17. Recourse claims

1. As of the date of payment of the compensation by COMPENSA TU S.A. Vienna Insurance Group, the claim of the Insured Person against any third party responsible for the damages shall be transferred by law to COMPENSA TU S.A. Vienna Insurance Group up to the amount of the compensation paid. If COMPENSA TU S.A. Vienna Insurance Group has only covered a part of the damage, the Insured Person shall have priority in pursuing claims before the claims of COMPENSA TU S.A. Vienna Insurance Group.

2. Claims of the Insured Person against persons who remain in the same household with the Insured Person shall not be transferred to COMPENSA TU S.A. Vienna Insurance Group, unless the perpetrator has inflicted the damage intentionally.

3. If the Insured Person, without the consent of COMPENSA TU S.A. Vienna Insurance Group, waived or limited a claim against the third party responsible for the loss suffered, COMPENSA TU S.A. Vienna Insurance Group may refuse to pay or reduce the benefit or compensation. If the waiver or limitation of the claim is disclosed after the benefit has been paid, COMPENSA TU S.A. Vienna Insurance Group may request the Insured Person to reimburse the compensation or benefit paid, in full or in part.

4. If, for procedural reasons, court proceedings may be instigated by the Insured Person or their heir only, they shall be required, at the request of COMPENSA TU S.A. Vienna Insurance Group, to grant procedural powers of attorney and submit applications and declarations required by the provisions of law of a given country, and they shall authorize COMPENSA TU S.A. Vienna Insurance Group to collect the adjudicated amounts, compensation, interest and costs of proceedings.

#### **§ 18. Complaints**

1. A complaint related to the entering into or performance of the insurance contract may be submitted by the Policyholder, the Insured Person, the Beneficiary or the person eligible under that contract.
2. A complaint may be filed:
  - 1) in writing - to the address of the selected unit of COMPENSA TU S.A. Vienna Insurance Group or in person;
  - 2) electronically - using the complaint form available at [www.wiener.pl](http://www.wiener.pl);
  - 3) verbally (in person for the record or by phone).
3. A complaint must include:
  - 1) first name, surname (company name), address, and phone number of the person submitting the complaint;
  - 2) number of the claim report or the policy number;
  - 3) subject of the complaint;
  - 4) justification of the complaint along with supporting evidence, if any.
4. The complaint shall be handled immediately, but no later than within 30 days from the date of its receipt. Should it be impossible to provide a response within the above-mentioned time frame due to unusual complexity of the case concerned, the deadline shall be extended to not more than 60 days following the receipt of the complaint. The complainant shall be informed of:
  - 1) the reason behind the delay;
  - 2) the circumstances that need to be determined in order to investigate the case;
  - 3) expected date by which the complaint should be reviewed and by which the response should be given.
5. COMPENSA TU S.A. Vienna Insurance Group shall inform the complainant how the complaint will be handled on paper or in other durable medium, however, a complaint response from COMPENSA TU S.A. Vienna Insurance Group via email shall only be available on the request of the client.
6. The complainant may apply to the Financial Ombudsman to have the case investigated.
7. The dispute may be resolved by either an out of court procedure for resolving disputes between the customer and a financial market participant, conducted by the Financial Ombudsman (website address: [www.rf.gov.pl](http://www.rf.gov.pl)) or by a procedure before the Court of Arbitration at the Polish Financial Supervision Authority (website address: [www.knf.gov.pl](http://www.knf.gov.pl)).
8. The complainant shall have the right to assert their claims before a common court. The claims action under the insurance contract may be initiated in accordance with generally applicable legal regulations or before the court of law having jurisdiction over the place of residence or the registered office of the Policyholder, the Insured Person or the person eligible under the insurance contract, or before a court of law having jurisdiction over the place of residence of the heir of the Insured Person or the heir of the person eligible under the insurance contract.
9. COMPENSA TU S.A. Vienna Insurance Group is subject to supervision exercised by the Polish Financial Supervision Authority.