

SIGNAL IDUNA



SIGNAL IDUNA Polska
Towarzystwo Ubezpieczeń S.A.

Good to know there's SIGNAL IDUNA.



**General Terms
and Conditions
of Trip Cancellation
Insurance Safe
Reservations**

The most important information contained
in the General Terms and Conditions of Trip

Cancellation Insurance Safe Reservations:

No.	Information:	Where to find:
1.	Prerequisites for paying compensation and other benefits.	§ 8; § 9; § 10
2.	Limitations and exclusions of liability of the insurance company, giving the right to refuse to pay compensation and other benefits or to reduce them.	§ 1.2; § 4; § 8.4; § 11; § 12.2; § 13.2; § 16.4 and § 16.5

What we insure:

Resignation from:

- trip,
- conference,
- package trip,
- plane, bus, ferry or railway ticket,
- accommodation booking and trip interruption.

The kind of refund you can count on:

Depending on the version of insurance cover – 80% or 100% of the costs incurred.

Persons covered by the insurance:

- insured,
- travelling companion,
- their immediate family.

Please note that you can extend the insurance cover by the consequences of **chronic diseases**. This extension covers every person to whom this insurance cover applies, namely: **the insured, travelling companion and their immediate family**.

When you can buy the policy:

After concluding the contract or paying the first instalment:

- within 7 days when the travel starts in at least 30 days,
- on the same day when there are fewer than 30 days till the start of the travel.

The amount for which you should insure yourself:

The sum insured should always correspond to the price of travel.

Other things covered by trip cancellation insurance:

- single occupancy surcharge in case of resignation of the travelling companion,
- costs of transport to the trip destination if you are late for the transport stipulated in the contract with the travel agent.

You can take advantage of the insurance cover when you resign from the travel for **one of 21 reasons** covering, among other things: sudden illness and personal accident of the insured, travelling companion or their immediate family.

Please note that all services of the **package trip** must be purchased from the same entrepreneur! The package trip price is the sum of the prices of individual services.

The **conference price** is the price of participation in the conference (registration fee) added to the ticket price and/or the price of accommodation, which were purchased in connection with the participation in the conference.

Detailed information concerning the Safe Reservations insurance is presented in the following GT&C.

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General Terms and Conditions of Trip Cancellation Insurance Safe Reservations

§ 1.

GENERAL PROVISIONS

1. Based on these General Terms and Conditions of Insurance (hereinafter referred to as GT&C), SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń Spółka Akcyjna (hereinafter referred to as SIGNAL IDUNA) concludes insurance contracts with the Policy holder in the following variants:

- 1) resignation from travel through:
 - a) resignation from a trip, a package trip or from participation in a conference (RG code),
 - b) ticket cancellation (RGF code),
 - c) accommodation booking cancellation (RGH code).
- 2) trip interruption (RGS code).

WHAT WE INSURE

2. Every insurance cover may be taken out in one of two versions:
 - a) with a refund of 80% of the costs incurred by the Insured, or
 - b) with a refund of 100% of the costs incurred by the Insured.

THE KIND OF REFUND
YOU CAN COUNT ON

3. In agreement with the Policy holder, additional provisions or provisions differing from those stipulated in these GT&C may be implemented in the insurance contracts. They must be drawn up in writing to be valid and must constitute part of the insurance contract.
4. The GT&C also apply to insurance contracts concluded by remote means of communication while observing the provisions of law applicable in this regard.
5. The scope of insurance contract can be extended to include the risk of chronic diseases (CP code) of the Insured, Travelling companion or their immediate family, ascertained prior to the insurance contract conclusion.

REMEMBER ABOUT
THE POSSIBILITY OF
EXTENDING THE COVER BY
THE CONSEQUENCES OF
CHRONIC DISEASES!

§ 2.

DEFINITIONS

1. **Acts of terror** – group or individual illegal activity involving violence against people or structures for the purpose of intimidating and disorganizing public life (educational facilities, transport, business establishments, etc.).
2. **Ticket – plane, bus, ferry, railway ticket**; personalized travel document issued to the Insured by a professional carrier or on his/her behalf, with a reservation that this is a ticket for an international route (in case of a plane ticket, also for a domestic route). The travel document must contain at least the price, the route, the date and conditions of transport.
3. **Chronic disease** – a disease which was treated during the period of 5 years preceding the insurance contract conclusion date and is considered to be chronic in accordance with the general medical knowledge.

PLEASE PAY ATTENTION TO THE
IMPORTANT DEFINITIONS!

4. **Insurance document** – policy, card, certificate or another document confirming the conclusion of the insurance contract by the parties.
5. **Acting under the influence of alcohol** – acting in a state where the alcohol content in the body is higher than 0.0‰ of alcohol concentration in the blood or where the alcohol content is higher than 0.0 mg of alcohol per 1 dm³ of exhaled air.
6. **Trip** – at least two travel services lasting more than 24 hours or covering an accommodation, which comprise a homogeneous program and have one common price, and were purchased from a tour operator, agent or travel intermediary.
7. **Customer** – Policy holder, Insured or Beneficiary under the insurance contract, being a natural person, who intends to or has filed a complaint.
8. **Conference** – meeting of the representatives of given institutions or organizations aimed at discussing specific issues, organized by the conference organizer; the conference price stipulated in these GT&C means the sum of the price of participation in the conference and the price of the accommodation and/or ticket, the purchase of which was associated with the participation in the conference.
9. **Theft** – activity proving all elements of the act specified in Article 278, 279, 280 or 281 of the Penal code.
10. **Sudden illness** – sudden condition posing a threat to health or life, requiring immediate medical attention, which caused the need to undergo treatment.
11. **Personal accident** – sudden event caused by an external factor, causing a permanent bodily injury, health impairment or death.
12. **Organizer of travel** – tour operator, travel agent, travel intermediary, conference organizer, entrepreneur offering a possibility of purchasing a package trip, hotel facility, entity providing an on-line accommodation booking system, and another entity able to conclude travel contracts in accordance with these GT&C, having a registered office or representative office in the Republic of Poland, and a professional carrier.
13. **Immediate family** – spouse, parents, siblings, children, adoptee and his/her spouse, common-law spouse, grandparents, parents-in-law, daughter and son in-law.
14. **Travel** – trip, package trip, conference, performance of an accommodation booking contract or making use of the ticket.
15. **Public means of transport** – all means of passenger transport travelling according to permanent timetables, for which a personalized ticket issued to the Insured explicitly indicates the date and time of departure and arrival.
16. **Premium** – amount due, which the Policy holder is obliged to pay SIGNAL IDUNA for providing insurance cover.
17. **Policy holder** – natural person, legal person or organizational unit not having a legal personality concluding the insurance contract and obliged to pay the premium.
18. **Insured** – natural person covered by insurance under these GT&C.
19. **Accommodation booking contract** – confirmation of purchase/booking of accommodation, concluded via a hotel facility or entity providing an on-line accommodation booking system, or travel agent, containing, at least, the booking number, accommodation price, date of stay and booking terms.
20. **Beneficiary** – person authorized to receive compensation in case of death of the Insured, personally designated by him/her. Should no Beneficiary be designated, compensation is paid to statutory heirs.

21. **Travelling companion:**
 - a) **in case of a trip** – persons participating in a given trip, indicated in a single contract concluded with a travel agent and accommodated in the same room;
 - b) **in case of a package trip** – persons indicated in the same documents of booking of various services or covered by a single insurance contract, with a reservation that compensation can be paid to a maximum of 5 Travelling companions indicated by the Policy holder;
 - c) **in case of a conference** – persons whose participation in the conference occurs as part of a business travel or who are covered by a single insurance contract;
 - d) **in case of accommodation booking** – persons indicated in the same accommodation booking contract, or when this is not possible – persons covered by a single insurance contract;
 - e) **in case of a ticket** – persons indicated on a single ticket or on a single ticket booking document, or persons covered by a single insurance contract, with a reservation that compensation can be paid to a maximum of 5 Travelling companions indicated by the Policy holder.
22. **Package trip** – at least two travel services, which have been combined by a single entrepreneur in a manner that can be unequivocally documented, and purchased prior to the start of travel; the package trip price in these GT&C means the sum of the prices of individual travel services, whose purchase was associated with a single journey.
23. **Fortuitous event** – fire, torrential rain, flood, lightning strike, hurricane, earthquake, explosion, flooding, hail.

§ 3.

CONCLUSION OF THE INSURANCE CONTRACT

1. The insurance contract is concluded at the request of the Policy holder.
2. Conclusion of the insurance contract requires issuing an insurance document and payment of the premium.
3. The insurance contract can be concluded only within the time:
 - a) when there are at least 30 days left until the start of travel – within 7 days (as from the next day) from the date on which the travel contract is concluded (including the first travel service) or on which the first payment for travel is made (depending on which occurred first),
 - b) when there are fewer than 30 days left until the start of travel – on the day the travel contract is concluded (including the first travel service) or on which the first payment for travel is made (depending on which occurred first).
4. In case of insuring cancellation of accommodation booking, the insurance contract may be concluded if the price of the accommodation amounts to at least PLN 100.00.
5. The insurance contract may be concluded on behalf of the Insured by a third party (Policy holder).

WHEN YOU CAN
BUY A POLICY

THE POLICY HOLDER MUST PROVIDE EVERY INSURED WITH THE GT&C BEFORE THE INSURANCE CONTRACT IS CONCLUDED

6. The Policy holder is obliged to deliver the GT&C to the Insured before the Insured is covered by insurance, and to inform the Insured about his/her obligations ensuing from the insurance contract. The GT&C are delivered to the Insured in writing or on another durable medium if the Insured consents to it.

7. The rights ensuing from the insurance contract are enjoyed by the person on behalf of which the insurance was taken out. The Insured is, in addition to the Policy holder, liable for fulfilling the obligations ensuing from the insurance contract.
8. Unless agreed otherwise, the insurance contract must contain at least: first and last name, date of birth or full name, Tax Identification Number and address of the company, enterprise or institution.
9. The Insured gives his/her consent for entities providing medical services to give SIGNAL IDUNA the necessary medical records, and for the National Health Fund to give the names and addresses of the service providers (and releases the domestic and foreign physicians from the patient-doctor privilege) for the purpose of determining the right to compensation under the insurance contract and the value of that compensation. The consent is valid on a condition of occurrence of the insured event.

§ 4.

SUM INSURED

1. The sum insured is presented in the insurance document.
2. In a situation where the travel price has been paid in a foreign currency, the sum insured is converted to PLN at the most recent average exchange rate published by the National Bank of Poland before concluding the insurance contract.

§ 5.

INSURANCE PREMIUM

1. The insurance premium is set depending on the insurance option, insurance version, sum insured, extension of insurance cover to include additional risks, premium rates set in the table of rates, in effect on the day the insurance contract is concluded, the number of persons insured.
2. The premium is a one-off payment in Polish zlotys made on the day the insurance contract is concluded, unless the parties agree otherwise.

§ 6.

PERIOD OF INSURANCE /INSURANCE COVER /PERIOD OF LIABILITY

1. The insurance contract can be concluded for a maximum period of 2 years.
2. The insurance period is specified in the insurance document.

3. The insurance protection and liability of SIGNAL IDUNA start on the first day of the insurance period, not earlier though than:
- a) on the next day after the insurance contract is concluded – in case of travel resignation insurance,
- b) at the time the trip starts, not earlier though than on the next day after the insurance contract is concluded – in case of trip interruption insurance.

WHEN INSURANCE COVER STARTS

4. The insurance cover and liability of SIGNAL IDUNA end with the lapse of the insurance period, not later though than:
- a) at the time the trip or the conference starts – in case of trip resignation insurance or participation in conference insurance,
- b) at the time the travel service whose date is the earliest of all services in the package starts – in case of a package trip,
- c) as from the end of the day preceding the day of the trip end – in case of trip interruption insurance,
- d) as from the time a check-in is performed (plane or ferry ticket) or as from the moment the Insured boards a bus, train – in case of ticket cancellation insurance,
- e) as from the time the Insured checks in at a hotel facility – in case of accommodation booking cancellation insurance.

WHEN INSURANCE COVER ENDS

5. The insurance cover and liability of SIGNAL IDUNA expire on the day the Policy holder withdraws from the insurance contract.
6. The period of insurance cover may be extended only before the end of the insurance period specified in the previous insurance document, and requires that a new insurance document be issued.

WITHDRAWAL FROM THE INSURANCE CONTRACT

1. The Policy holder has the right to withdraw from the insurance contract concluded for a period exceeding 6 months within 30 days (in case of an entrepreneur – within 7 days) of the date on which the insurance contract is concluded. If, at the latest, by the time the insurance contract was concluded, SIGNAL IDUNA had not inform the Policy holder about the right to withdraw from the insurance contract, the 30-day period runs from the day on which the Policy holder learned about this right.
2. Withdrawal from the insurance contract does not release the Policy holder from the obligation to pay the premium for the period during which SIGNAL IDUNA provided insurance cover.
3. Withdrawal from the insurance contract within the statutory deadline does not result in the deduction of handling fees.
4. Withdrawal from the insurance contract should be performed in writing.
5. The value of the refundable premium shall be determined in the amount calculated proportionally to the duration of the unused insurance period, however, every started day of insurance is treated as a fully used day.

SUBJECT MATTER OF INSURANCE RESIGNATION FROM TRAVEL

1. The subject of insurance are the costs incurred by the Insured in connection with resignation from travel.
2. The costs of resignation from travel mean the fees incurred by the Insured in connection with the resignation from travel before it starts, as stipulated in the written contract concluded by the Insured with the organizer of travel and presented in the declaration of deductions made by those entities in the claim report form.
3. In case of insuring the costs of accommodation bookings cancellation that concern entire vacation dwellings, apartments, if the booking price has been set for a specified number of people, the insurance covers only the costs of cancelling the entire booking of the hotel facility.
4. In case of insuring the resignation from the trip, the subject matter of insurance are also:

- a) costs which the Insured incurred in connection with the change of the booking to a single room in a situation where the Travelling companion resigned from it for reasons indicated in § 10; the claim in this regard can be filed only after the Insured returns from the trip, with a reservation that the maximum refund of the costs can amount to PLN 1,000.00,
- b) costs of air transport in economy class incurred by the Insured in connection with the need to reach the destination of the trip on his/her own due to a delay, by more than 3 hours, of the public means of transport which the Insured used to reach the trip starting point indicated in the contract and thus was unable to use the means of transport indicated in that contract, with a reservation that the maximum refund of the cannot exceed PLN 1,000.00.

OTHER THINGS COVERED
BY TRIP RESIGNATION
INSURANCE

SUBJECT MATTER OF INSURANCE TRIP INTERRUPTION

1. The subject matter of insurance are unused travel services of the Insured associated with the need to interrupt the trip and to return from it earlier.
2. Unused travel services mean the unused part of the services stipulated in the contract with the travel agent, specified as a percentage of the trip price.
3. SIGNAL IDUNA shall refund additional costs of return transport corresponding to the standard of transport services stipulated in the contract with the travel agent. The costs of transport are refunded only if the contract with the travel agent covers transport both ways, and it is not possible to use the previously planned means of return transport.

WHAT THE TRIP
INTERRUPTION
COSTS ARE

SCOPE OF INSURANCE COVER

1. SIGNAL IDUNA shall refund the fees incurred by the Insured in connection with the resignation from travel or trip interruption only if this ensues from the following causes which occurred during the insurance period and period of liability of SIGNAL IDUNA, and if this makes it impossible to travel:
 - a) personal accident of the Insured, Travelling companion or their immediate family,
 - b) sudden illness of the Insured, Travelling companion or their immediate family,
 - c) death of the Insured, Travelling companion or their immediate family,
 - d) pregnancy complications (including premature childbirth) arisen up to the 32nd week of pregnancy of the Insured, Travelling companion or their immediate family, if there were no complications at the time when the insurance contract was being concluded,
 - e) loss in the property of the Insured or Travelling companion, arisen as a result of a fortuitous event or being the consequence of a crime, resulting in the need to take legal and administrative actions where the presence of the Insured or the Travelling companion will be necessary,
 - f) loss in the property of the employer of the Insured or Travelling companion, arisen as a result of a fortuitous event or being a consequence of a crime, which occurred maximum 7 days before the end of the insurance period, resulting in the need to take legal and administrative actions where the presence of the Insured or the Travelling companion will be necessary, if the Insured or the Travelling companion are members of the employer's managing body,
 - g) theft of a car belonging to the Insured or Travelling companion, resulting in the need to take legal and administrative actions where the presence of the Insured or the Travelling companion will be necessary at the place of their residence,
 - h) theft of documents required while travelling for the Insured or Travelling companion (personal identity card, passport, visa), provided that the theft occurred maximum 30 days before the start of travel and was reported to competent authorities,
 - i) traffic collision in which the Insured or Travelling companion was involved, documented by the police,
 - j) termination by the employer of the employment contract of the Insured or Travelling companion concluded for an unspecified period of time; SIGNAL IDUNA is not liable if such employment contract is terminated due to the

WHAT REASONS
FOR RESIGNATION
WE INSURE

- default of the Insured or Travelling companion,
- k) indication of the date by the employer on which the Insured or Travelling companion is to start work during the travel period, provided that on the day the insurance contract was concluded the Insured or Travelling companion was registered at the Employment Office as an unemployed person,
 - l) receipt by the Insured or Travelling companion of summons to appear in court during the travel period, if the presence of the Insured or Travelling companion is obligatory,
 - m) receipt by the Insured or Travelling companion of summons from the court to appear at the first divorce or separation hearing, if the date of the hearing falls during the travel period,
 - n) commencement of the procedure of collecting haematopoietic cells (bone marrow) for transplant, in which the Insured or Travelling companion participate,
 - o) occurrence of an allergic reaction in the Insured or Travelling companion to a vaccination which is considered obligatory or recommended by the International Health Regulations in the country being their travel destination,
 - p) receipt of written information from the National Health Fund by the Insured or Travelling companion indicating the date of spa treatment or rehabilitation which is to begin during the travel period,
 - q) receipt of a proposal by the Insured or Travelling companion to adopt a child as part of a child adoption procedure in which they participate,
 - r) setting of a date of a resit for the Insured or Travelling companion in a college or university, failure to pass of which will cause them to be deleted from the enrolment list, on a condition that the date of the resit falls during the travel period,
 - s) receipt by the Insured or Travelling companion of an unexpected call for duty in the army during the travel period,
 - t) receipt by the Insured or Travelling companion of a call to participate in international sports competition taking place during the travel period,
 - u) qualification of the Insured or Travelling companion for an inter-school olympiad organized by the Ministry of National Education and taking place during the travel period.

§ 11.

LIMITATIONS OF LIABILITY

1. SIGNAL IDUNA's liability excludes resignation from travel and trip interruption for reasons indicated in § 10 pertaining to the Insured, Travelling companion or their immediate family, if they occurred as a result of:
 - a) events not occurring by chance,
 - b) consequences of a chronic disease, unless insurance cover scope was extended to cover this risk of chronic diseases while concluding the insurance contract. The above limitation of liability of SIGNAL IDUNA does not apply if the reason for resignation from travel is death of the Insured, Travelling companion or their immediate family,
 - c) mental disorders, depression, in-born defects,
 - d) accidents caused intentionally, self-inflicted injury, attempt to commit or committal of a suicide or a crime,

WE DO NOT INSURE THIS

- e) events directly associated with actions under the influence of alcohol, drugs or other intoxicants,
 - f) traffic collisions, if the Insured, Travelling companion or their immediate family drove a vehicle or other means of transport without the required licenses or while under the influence of alcohol or other intoxicants,
 - g) warfare, state of emergency, martial law, acts of terror, acts of sabotage and participation in unrests, riots, strikes, protests, road blocks and fights,
 - h) existence of medical counter-indications to travel, indications to undergo a surgery or undergo hospital treatment, about which the Insured, Travelling companion or their immediate family knew the moment they were making the booking, and the reason for resignation from travel or trip interruption was associated with the above indications,
 - i) treatment of a sexually transmitted disease, diseases resulting from HIV infection, epidemics and pandemics,
 - j) failure to undergo vaccination or other preventive measures required by the International Health Regulations,
 - k) occurrence of events caused by abortion,
 - l) consequences of genetic and tropical diseases,
 - m) consequences of plastic surgeries and beauty treatments,
 - n) consequences of all types of vaccinations, excluding § 10.1 item o,
 - o) cancellation of travel by the organizer of travel as well as his/her bankruptcy and failure to fulfil the commitments,
 - p) cancellation or change of the time of the leave by the Insured or Travelling companion or failure to grant, cancellation or change of the time of the leave by the employer, excluding § 10.1 item f.
2. SIGNAL IDUNA shall not refund extra costs incurred by the Insured in connection with resignation from travel services not included in the price of travel (e.g. visas, phone calls, costs of vaccinations, etc.), subject to the provisions of § 8.4 and § 9.3.
 3. SIGNAL IDUNA is not liable if the organizer of travel is not informed in writing about resignation from travel or trip interruption.

§ 12.

PROCEDURE IN CASE OF OCCURRENCE OF THE INSURED EVENT

WHAT TO DO TO RECEIVE COMPENSATION

1. In case of occurrence of the insured event, the Insured is obliged to:
 - 1) make every effort to minimize the costs associated with the resignation from travel/trip interruption. For that purpose, immediately (but not later than within two days) of the date of occurrence of the event specified in § 10, the Insured is obliged to inform the organizer of travel about this fact in writing and to submit the required documents reporting the resignation from travel/trip interruption,
 - 2) submit the claim to SIGNAL IDUNA within 7 days of the date of occurrence of the event or to inform the organizer of travel. The claim is submitted by sending SIGNAL IDUNA documents confirming the justness and value of the claim being submitted, including:
 - a) an appropriate claim report form,
 - b) insurance document,

§ 13.

DETERMINATION AND PAYMENT OF COMPENSATION

1. The justness and value of the claim is determined on the basis of the evidence presented by the Insured or the Beneficiary. SIGNAL IDUNA has the right to verify them at the organizer of travel or other entities and to obtain opinions from experts.
2. The compensation is paid in the Polish currency (PLN).

§ 14.

DATE OF PAYMENT OF COMPENSATION

1. SIGNAL IDUNA shall pay the compensation within 30 days of the day on which the claim is lodged.
2. Should it not be possible to clarify the circumstances necessary to determine the justness and value of the claim within that time, the compensation is paid within 14 days of the day on which, taking due care, it was possible to clarify those circumstances. However, the indisputable portion of the compensation, which means the documented and not doubtful portion of the compensation, will be paid by SIGNAL IDUNA within the time specified in clause 1.
3. SIGNAL IDUNA shall inform the Insured/Beneficiary in writing about the value of the compensation awarded.
4. If the compensation is not payable or is payable in an amount different from that specified in the claim, SIGNAL IDUNA shall inform the Insured/Beneficiary about this fact in writing, referring to the circumstances and legal grounds justifying the refusal or partial refusal to pay compensation.

WHEN YOU
WILL RECEIVE
COMPENSATION

§ 15.

METHOD OF EXAMINING COMPLAINTS, COURT COMPETENT TO RESOLVE DISPUTES

1. The Customer may file complaints and grievances containing reservations concerning services being provided by SIGNAL IDUNA (hereinafter jointly referred to as "complaints").
2. Complaints can be filed in the following places and in the following form:
 - a) in writing to the address: SIGNAL IDUNA Polska TU S.A., ul. Przykopowa 31, 01–208 Warszawa,
 - b) by fax at: 22 50 56 101,
 - c) by e-mail at: reklamacje@signal-iduna.pl,
 - d) by calling 0 801 120 120 or 22 50 56 506,
 - e) in person at the registered office of SIGNAL IDUNA (address as above) or at the Regional Insurance Services Centre (contact details of the Regional Insurance Services Centres of SIGNAL IDUNA are provided on the website and are updated on an on-going basis).
3. The complaint should contain the Customer's contact details enabling identification and contact for the purpose of providing answers (first and last name, address, number of the insurance contract which the complaint concerns or the number of the case concerning the claim, previously assigned by SIGNAL IDUNA).

HOW TO FILE
COMPLAINTS

- c) contract of participation in a trip or in a conference, contract of booking various travel services comprising a package trip, ticket or invoice for the purchase of a ticket, contract of accommodation booking,
 - d) original bills and proof of payment of fees,
 - e) declaration of resignation certified by the organizer of travel,
 - f) certificate from the organizer of travel about the value of deductions ensuing from resignation from travel,
 - g) medical records of the Insured, Travelling companion or their immediate family documenting treatments, together with the results of tests, diagnosis with the date thereof, confirming the need to resign from travel or interrupt the trip (and, at the request of SIGNAL IDUNA, also documentation concerning the medical history of the Insured, Travelling companion or their immediate family for a maximum period of 5 years preceding the date on which the insurance contract was concluded),
 - h) other documents required to determine the justness and value of the claim; the list of the necessary documents can be found on SIGNAL IDUNA's website and on the claim report form;
- 3) release other insurance companies, institutions, attending physicians and medical facilities from the obligation to observe secrecy with respect to SIGNAL IDUNA in situations when this is necessary to determine the liability of SIGNAL IDUNA,
 - 4) if this proves necessary, to let himself be examined by a physician designated by SIGNAL IDUNA. SIGNAL IDUNA shall bear the costs associated with undergoing the aforementioned examination, including the costs associated with the loss of remuneration by the Insured that day.
2. If, due to a wilful misconduct or gross negligence, the Insured failed to fulfil any of the obligations referred to in clause 1, SIGNAL IDUNA may reduce the compensation to such degree in which the breach contributed to the increase in the loss or made it impossible to determine the circumstances and consequences of the insured event.
 3. After submitting the claim, within 7 days of receipt thereof, SIGNAL IDUNA informs the Insured about this and commences a procedure to determine the actual state of the event, the justness and value of the claims, and informs the person lodging the claim, in writing or in another manner to which this person consented, which documents are required to determine the liability of SIGNAL IDUNA or the value of compensation, if this is necessary to continue the procedure.
 4. The Insured is obliged to apply all possible measures to diminish the loss and not to allow it to increase. He/she is also obliged to allow SIGNAL IDUNA to perform activities necessary to determine the circumstances of occurrence of the loss, the justness and value of the claim.
 5. The Insured is obliged to notify SIGNAL IDUNA that he/she possesses an insurance document other than that issued by SIGNAL IDUNA, with the same scope of risk.

4. SIGNAL IDUNA shall examine the complaint and answer it immediately, not later than within 30 days of receipt thereof, unless particularly complicated circumstances occur, making it impossible to examine the complaint and to give an answer within that time. In this case, SIGNAL IDUNA will inform the Customer about the reasons for the delay and the circumstances which must be clarified in order to examine the case, and will indicate the anticipated date by which the complaint will be examined and answer given, which may not exceed 60 days from the day the complaint is received. If the above deadlines for examining the complaint and giving the answer are not met, the complaint is considered as examined in accordance with the Customer's will.
5. The answer to the complaint is given in writing and, at the Customer's request, it can also be sent by e-mail.
6. The Customer may also file complaints and grievances concerning SIGNAL IDUNA's business activities to the Polish Financial Supervision Authority, the Financial Ombudsman, the municipal or regional Consumers Ombudsman and other bodies protecting customers of financial market entities.
7. The entity authorized to conduct proceedings related to out-of-court resolution of disputes is the Financial Ombudsman (<https://rf.gov.pl/>).
8. Actions related to claims under the insurance contract may be brought in either in accordance with the common laws or before a court having jurisdiction over the place of residence or registered office of the Customer.
9. SIGNAL IDUNA is subject to supervision by the Polish Financial Supervision Authority.

§ 16.

RECOURSE CLAIMS

1. On the day the compensation is paid, the Insured's claim against the third party liable for the loss up to the value of the compensation paid is transferred, by virtue of the law, to SIGNAL IDUNA.
2. If SIGNAL IDUNA covered only part of the loss, the Insured has a priority in satisfying the remaining part of the claims before the claims of SIGNAL IDUNA.
3. If, without SIGNAL IDUNA's consent, the Insured waived the claim against the third party liable for the loss or limited it, SIGNAL IDUNA may refuse to pay the compensation or reduce it accordingly to such degree in which SIGNAL IDUNA is unable to pursue recourse claims against the third party.
4. If, without SIGNAL IDUNA's consent, the Insured waived the claim against the third party liable for the loss or limited it, SIGNAL IDUNA may refuse to pay the compensation or reduce it accordingly to such degree in which SIGNAL IDUNA is unable to pursue recourse claims against the third party.
5. If the waiver or limitation of the claim is disclosed after the compensation had been paid, SIGNAL IDUNA may demand that the Insured return the compensation in such part in which SIGNAL IDUNA is unable to pursue recourse claims against the third party.

§ 17.

FINAL PROVISIONS

1. SIGNAL IDUNA publishes the GT&C on its website and makes them available at its registered office free of charge in a form that makes them possible to be accessed, copied and saved.
2. All notifications and declarations of SIGNAL IDUNA, the Insured, the Policy holder and the Beneficiary should be filed in writing under the pain of nullity, against confirmation of receipt, or sent by registered mail, unless the provisions of the GT&C or the insurance contract permit a different form.
3. The Insured, the Policy holder or the Beneficiary as the person filing the claim is obliged to inform SIGNAL IDUNA about a change of address.
4. Any matters not regulated herein are governed by the provisions of the Civil Code and other Polish laws.
5. These GT&C were approved by the resolution No. 48/Z/2018 of SIGNAL IDUNA Polska TU S.A. Management Board of August 30, 2018 and apply to insurance contracts concluded on the basis of these GT&C starting from November 2, 2018.

If using the translation of these GT&C, the parties agree that, in case of doubt, the Polish language version shall prevail.

President of the
Management Board



Jürgen Reimann

Vice-president of the
Management Board



Agnieszka Kielbasińska



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