

## **Index for General Terms and Conditions of „Loss of Income for employers” Insurance**

The following table informs which of the stipulations of the General Terms and Conditions of „Loss of Income for employers” Insurance regulate issues included in art. 17 of the Law of 11<sup>th</sup> September 2015 on Insurance and Reinsurance Activity.

<b>Type of information</b>	<b>Signature of stipulation</b>
Conditions of payment of the indemnity and other benefits:	§ 6 Sections 2 and 3 § 7 § 9 § 10 § 11 § 12 § 14 § 15 § 16 § 17 § 20 § 22 § 24 § 25 § 26 § 27 § 28 § 31 § 32
Limitations and exclusions of the Insurer’s liability entitling it to refusal of payment or reduction of the indemnity and other benefits:	§ 8 § 13 § 18 § 19

**GENERAL TERMS AND CONDITIONS OF  
„LOSS OF INCOME FOR EMPLOYERS”  
INSURANCE**

**LLOYD'S**

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## SECTION I. GENERAL PROVISIONS

### Parties of Insurance Agreement.

#### § 1

1. These General Terms and Conditions of Insurance hereinafter referred to as „GTC” are applicable to **Agreements** concluded by **Policyholder** with Lloyd's Insurance Company SA specified in **Policy**, hereinafter referred to as „**Insurer**” through **CEU** sp. z o.o. with registered office in Warsaw, ul. Bonifraterska 17, 00-203 Warszawa, hereinafter referred to as „**CEU**”.
2. **CEU** holds the entitlements of Lloyd's coverholder and operates on the basis of power of attorney specified in a **Policy** of **Insurer**, within permission given to Lloyd's Insurance Company SA by the Polish Financial Supervision Authority.
3. Scope of permission given to Lloyd's Insurance Company SA can be checked on the website [www.knf.gov.pl](http://www.knf.gov.pl)
4. Status of registration of **CEU** as a Lloyd's coverholder can be viewed with use of a tool placed on the website <http://www.lloyds.com/the-market/directories>.
5. The Scope of powers of attorneys held by **CEU** may be checked on the website [www.CEU.com.pl](http://www.CEU.com.pl) as well as at each representative of CEU entitled to conclude **Agreements** for an on behalf of **Insurer**.
6. Any declarations directed to **Insurer** in connection with **Agreement** shall be posted via registered letter or shall be delivered against confirmation of receipt on **CEU** correspondence address indicated in section 1.
7. These GTC have been placed on the website [www.CEU.com.pl](http://www.CEU.com.pl)
8. The supervisory authority for **Insurer's** activities in the territory of Belgium is the National Bank of Belgium (NBB), in the territory of the Republic of Poland it is the Financial Conduct Authority (FCA).

### Rules for interpretation of the Agreements.

#### § 2

1. **Agreement** and all enclosures and annexes hereto shall be read as one document.
2. With respect to **Agreement** in its entirety, all terms bolded and capitalised other than headings and subheadings shall have a precise meaning as specified in Section XI (**Definitions**).
3. Any references to legal acts herein shall be interpreted as made to their most recent version.
4. Any terms used in singular shall be understood to include the same terms in plural, and vice versa.
5. All headings and subheadings given to the individual parts of **Agreement** are meant for facilitation purposes only and shall not have any influence on **Agreement's** interpretation.

### Applicability of the Polish Law.

#### § 3

To all matters not settled in this **Agreement** relevant regulations of a civil code, act on insurance and reinsurance activity and other relevant regulations of the Polish law shall apply.

### Applicability of the Polish Court.

#### § 4

- 1.If a dispute may not be settled amicably, a petition on claims resulting from the **Agreement** may be brought either by general regulations, or before the court having jurisdiction over a place of residing or seat of **Policyholder, Insured, Entitled Person** or their heirs.
- 2.It is agreed that this **Insurance** shall be governed exclusively by the laws and practices in Poland and any disputes arising out of or in connection with this **Insurance** shall be exclusively subject to the jurisdiction of any competent court in Poland.

3. All summonses, notices or pleadings requiring service for the purpose of instituting legal proceedings against Lloyd's Insurance Company SA in connection with this **Insurance** may be served by addressing and delivering to

Lloyd's Insurance Company SA  
Bastion Tower  
Marsveldplein 5  
1050 Brussels  
Belgium  
[www.lloydseurope.com](http://www.lloydseurope.com)  
E-mail: [LloydsEurope.Info@lloyds.com](mailto:LloydsEurope.Info@lloyds.com)

4. This clause on service of process and jurisdiction shall not be construed so as to invalidate or conflict with the obligations of the parties under other clauses of this Insurance to settle their disputes and to the extent required, shall be applied so as to give rise to appropriate proceedings.

## **SECTION II. SCOPE OF INSURANCE COVER**

### **Insured Events.**

#### **§ 5**

1. Scopes of Insurance, selected by **Policyholder** are specified in a **Policy**.
  2. **Agreement** may include following chance events:
    - 1) resulting from occurrence of **Accident** or **Sickness**
      - a) temporary total disability to perform **Insured Job** by **Insured**,
      - b) temporary total or permanent total disability to perform **Insured Job**,
    - 2) resulting from **Accident**
      - a) death
      - b) disability
  3. Selected scope of insurance cover may be extended by respective optional clauses referred to in Section XII. Clauses included in an **Agreement** are specified in a **Policy**.
  4. Any benefits for bodily injury or **Sickness** due to:
    - a) use of, or inability to use, any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet – capable electronic device);
    - b) any computer virus;
    - c) any computer related hoax relating to a) and/or b) above
- are payable, subject to the terms, conditions, limitations, and exclusions of this GTC.

### **Sum Insured.**

#### **§ 6**

1. **Agreement** is concluded on the basis of a declaration of **Policyholder** on **Insured Income**, that is not verified by **Insurer** before conclusion of **Agreement**.
2. Sum insured for relevant benefits is defined by **Policyholder** acknowledging that:

- 1) Sum insured and maximum single benefit for a title other than temporary total disability to perform **Insured Job** must not exceed the amount making up 3-times of **Insured Income** for the period of 12 months directly precedent to conclusion of **Agreement**
- 2) Sum insured and maximum monthly benefit for temporary total disability to perform **Insured Job** must not exceed 65% of the amount making up 1/12 **Insured Income** for the period of 12 months directly precedent to conclusion of **Agreement** (no more than PLN 30.000). Monthly benefit depends on the number of the employees of **Insured**. In case of partnerships monthly benefit depends on the number of the employees and partners of **Insured**. If **Insured** performs **Insured Job** for a period shorter than 12 months, in order to calculate maximum sum insured and maximum monthly benefit, the amount of income received for this title before conclusion of **Agreement** is considered as income received for 12 months.
3. Overstating sum insured by **Policyholder** in relation to limitations specified in section 2 point 1) and point 2) does not produce legal effects nor entitles **Policyholder** to receive reimbursement of any part of paid premium.

### SECTION III. TEMPORARY TOTAL DISABILITY TO PERFORM INSURED JOB

#### Scope of Insurance Cover, conditions of the benefit payment.

##### § 7

1. Benefit for temporary total disability to perform **Insured Job** is entitled to **Insured**, if due to **Bodily Injury** or **Sickness** (according to the variant specified in a **Policy**) **Insured** becomes totally unable to perform **Insured Job**, but in light of existing medical knowledge there is a chance for **Insured** to regain the ability to perform **Insured Job**.
2. **Insurer** will pay benefit for temporary total disability to perform **Insured Job**, subject to fulfilment of all the below conditions:
  - 1) **Insured** has a temporary total disability to perform **Insured Job**,
  - 2) above mentioned total disability to perform **Insured Job** results from **Accident** which takes place or **Sickness** which has been diagnosed during **Insurance Period** and continues without interruption for the entire **Waiting Period**,
  - 3) **Insured** is under a regular care of a physician and is receiving treatment appropriate for the condition causing total disability to perform **Insured Job** throughout duration of total disability to perform **Insured Job**. The above is confirmed by a medical documentation (results of medical examinations, confirmations of medical consultations, etc.) throughout duration of total disability to perform **Insured job**.

#### Exclusion of Mental, Anxiety and Fatigue States.

##### § 8

Benefit for temporary total disability to perform **Insured Job** is not entitled, if the only reason of mentioned disability was depression, neurosis, psychoneurosis, psychopathy, psychosis, anxiety states, stress, fatigue states, mental disease or emotional distress of any kind.

#### The Commencement and the Expiry of Benefit Period.

##### § 9

1. **Benefit Period** commences, and **Insured** acquires the entitlement to benefit for temporary total disability to perform **Insured Job**, commencing on the following day after **Waiting Period**, where:
  - 1) is waived if **Insured** has been hospitalised continuously for a period equal to or longer than the **Waiting Period** chosen by **Policyholder**
2. Entitlement to benefit for temporary total disability to perform **Insured Job** ceases if:
  - 1) expiry of maximal **Benefit Period** specified in a **Policy**,

- 2) death of **Insured**,
  - 3) if condition of **Insured** ceases to meet definition of temporary total disability to work specified in § 7,
  - 4) if **Insured** resumes to perform **Insured Job**, including cases where he books any amount of **Insured Income**.
  - 5) at the moment when **Insured** stops to be under a regular care of a physician,
  - 6) exhaustion of sum insured due to payment of benefit or benefits,
- whichever comes first
2. Benefit for temporary total disability to perform **Insured Job**, in this period may be paid only and exclusively for one reason of such disability –**Accident** or **Sickness**.

#### **The Amount and the Date for Benefit Payment.**

##### **§ 10**

1. Subject to provision specified in section 3 and section 4 benefit for temporary total disability to perform **Insured Job** is paid also in the amount specified in **Agreement** for each calendar month. In any case § 6 is applicable to calculation of the benefit.
2. Benefit for temporary total disability to perform **Insured Job** is paid monthly in arrears, to the last day of calendar month following directly the month for which benefit is due, upon verification of documents delivered by **Insured** for a purpose referred to in section 1 and § 6 section 2 point 2).
3. In no case an amount of monthly benefit may exceed 65% of the amount making up 1/12 of **Insured Income** for a period of 12 months directly precedent to conclusion of **Agreement**, (no more than PLN 30.000). Monthly benefit depends on the number of employees of **Insured**. In case of partnerships monthly benefit depends on the number of employees and partners of **Insured**.
4. Level of benefit for a period shorter than one month shall be calculated proportionally to benefit for temporary total disability to perform **Insured Job** specified in a **Policy** by daily rate in the level of 1/30 of this benefit.

#### **Prohibition to Perform Insured Job During the Benefit Period and "ZUS ZLA" Form.**

##### **§ 11**

1. **Insured** is obliged to abstain from performing **Insured Job** in **Benefit Period**, including gaining any amounts of **Insured Income**.
2. **Insured** is obliged to document temporary total or permanent disability to perform **Insured Job** with a certificate of official character issued by a doctor in order to justify his absence in work due to disability to work (ZUS ZLA form, previously L-4). **Insured** who is not eligible for ZUS ZLA form documenting temporary or permanent disability to perform **Insured Job** is obliged to document the above condition with a health certificate of **Insured** issued by the attending physician.
3. Obtaining by **Insured** the certificate, referred to in section 2 will not be sufficient during establishing temporary total or permanent total disability to perform **Insured Job**; in particular the provisions of § 26 shall apply, according to which it may come up that medical referee appointed by **Insurer** states, that **Insured** is not permanently unable to perform **Insured Job**, despite presenting certificate, referred to in section 2.
4. Failure to deliver to **Insurer** the certificate referred to in section 2, may result in refusal to pay benefit from an **Agreement**.

### **SECTION IV.**

#### **PERMANENT TOTAL DISABILITY TO PERFORM INSURED JOB**

##### **Scope of Insurance Cover, conditions of the benefit payment.**

##### **§ 12**

1. A single benefit for permanent total disability to perform **Insured Job** is due to **Insured**, if according to the physician's opinion **Insured** is entirely unable to perform **Insured Job** in consequence of **Accident** or

**Sickness** i.e. remains in a continuous health condition of an indefinite duration which is beyond hope of regaining the ability of **Insured** to perform **Insured Job**.

2. Benefit for permanent total disability to perform **Insured Job** as defined in section 1 above will be paid after payment to **Insured** of all due benefits for temporary total disability to perform **Insured Job**, even if permanent total disability to perform **Insured Job** is declared within **Waiting Period** or **Benefit Period**. The above applies to **Agreements** covering both temporary total disability to perform **Insured Job** and permanent total disability to perform **Insured Job**. Provisions of § 9 section 2 point 3 shall not apply.
3. **Insurer** will pay benefit for permanent total disability to perform **Insured Job**, subject to fulfilment of all below conditions:
  - 1) **Insured** is entirely unable to perform **Insured Job** in consequence of **Accident** or **Sickness**,
  - 2) above mentioned total disability to perform **Insured Job** results from **Accident** which takes place or **Sickness** which has been diagnosed during **Insurance Period**,
  - 3) above mentioned total disability to perform **Insured Job** occurred not later than 5 years directly after **Accident** or **Sickness**,
  - 4) no circumstance as specified in § 9 section 2 takes place except for expiry of maximal **Benefit Period** specified in a **Policy**,
  - 5) **Insured** is alive at the moment when the benefit for permanent total disability to perform **Insured Job** becomes due.
4. An additional condition of payment of benefit for permanent total disability to perform **Insured Job** is a written commitment of **Insured** to reimburse to **Insurer** paid benefit if **Insured** undertakes work in **Insured Job** under **Agreement** after payment of the benefit.
5. Benefit for permanent total disability to perform **Insured Job** becomes due at the moment of joint fulfilment of the conditions mentioned in sections 1-4 above and is paid in the amount calculated in the way as defined in § 6.

#### **Exclusion of Mental, Anxiety and Fatigue States.**

##### **§ 13**

Benefit for permanent total disability to perform **Insured Job** is not entitled, if the only reason for mentioned disability is depression, neurosis, psychoneurosis, psychopathy, psychosis, anxiety states, stress, fatigue states, mental disease or emotional distress of any kind.

## **SECTION V. DEATH DUE TO ACCIDENT**

#### **Scope of Insurance Cover.**

##### **§ 14**

In case of a death of **Insured** due to **Bodily Injury**, **Insurer** shall make a single payment to **Entitled Person** of the sum insured specified in a **Policy**, but not higher than 3-times **Insured Income** for the period of 12 months directly preceding conclusion of an **Agreement**.

## **SECTION VI. DISABILITY DUE TO ACCIDENT**

#### **The Scope of Insurance Cover.**

##### **§ 15**



In case of loss of a body limb or organ, or complete loss of their function by **Insured** due to **Bodily Injury**, **Insurer** shall pay to **Insured** a single amount established as defined percentage of sum insured listed in the chart below, specified in **Agreement** for disability occurred due to **Bodily Injury**.

Total disability			
Total both eyes blindness		100%	
Totally incurable mental illness that prevent independent existence		100%	
Total loss of upper limb within both arms or both palms		100%	
Total post-traumatic bilateral hearing loss		100%	
Loss of mandible		100%	
Loss of speech		100%	
Total loss of upper limb within arm and lower limb		100%	
Total loss of upper limb within one arm and one foot		100%	
Total loss of one upper limb and one foot		100%	
Total loss of one upper limb and one lower limb		100%	
Total loss of both lower limbs		100%	
Total loss of both feet		100%	
Partial disability			
Head			
Decrease in skull bones throughout the thickness			
on the surface of at least 6 square cm		40%	
on the surface from 3 to 6 square cm		20%	
on the surface less than 3 square cm		10%	
Partial removal of mandible, entire of half of movable part		40%	
Total loss of one eye		40%	
Total one-sided hearing loss		30%	
Upper limbs		Right	Left
Total loss of one upper limb within arm or palm		60%	50%
Significant loss of arm bone tissue (terminal and incurable pathological change)		50%	40%
Total paralysis of upper limbs (incurable nerve damage)		65%	55%
Total paralysis of axillary nerve		20%	15%
Immobilisation of the shoulder		40%	30%
Immobilisation of the elbow			
- in preferred position (15° deviation from right angle)		25%	20%
- in not preferred position		40%	35%

Significant loss of bone tissue of both forearms (terminal and incurable pathological change)	40%	30%
Total paralysis of median nerve	45%	35%
Total paralysis of the radial forearm at the level of the slot of the forearm radial nerve	40%	35%
Total paralysis of the radial never at the level of forearm	30%	25%
Total paralysis of radial never at the level of the palm	20%	15%
Total paralysis of elbow nerve	30%	25%
Immobilisation of the wrist in a preferable position (upright and with the palm down)	20%	15%
Immobilisation of the wrist in not preferable position (bent, with erected tension or with the palm up)	30%	25%
Total loss of thumb	20%	15%
Partial loss of thumb (distal phalanx)	10%	5%
Total immobilisation of the thumb	20%	15%
Total amputation of index finger	15%	10%
Amputation of two phalanx of index finger	10%	8%
Amputation of index fingertip	5%	3%
Simultaneous amputation of thumb and index finger	35%	25%
Amputation of the thumb and the other finger than index finger	25%	20%
Amputation of two fingers, other than thumb and index finger	12%	8%
Amputation of three fingers other than thumb and index finger	20%	15%
Amputation of four fingers and thumb	45%	40%
Amputation of four fingers with exclusion of thumb	40%	35%
Amputation of middle finger	10%	8%
Amputation of other finger than thumb, index finger and middle finger	7%	3%
<b>Lower limbs</b>		
Amputation of thigh (half the length)	60%	
Amputation of the thigh (less than half the length) and shin	50%	
Total loss of foot (separation in the tibial-tarsal area)	45%	
Partial loss of foot (separation in ankle area)	40%	
Partial loss of foot (separation in the middle part of foot)	35%	
Partial loss of foot (separation in lisfranca area)	30%	
Total paralysis of lower limb (incurable nerve damage)	60%	
Total paralysis of external sciatic-popliteal nerve	30%	

Total paralysis of internal sciatic-popliteal nerve	20%
Total paralysis of both nerves (sciatic popliteal external and internal)	40%
Immobilisation of hip-joint	40%
Immobilisation of knee-joint	20%
Loss of bone tissue of femur or both femurs (incurable state)	60%
Loss of bone tissue of a kneecap with significant separation of fragments and significant hindering of mobilisation with straight shank	40%
Loss of bone tissue in kneecap with maintained mobility	20%
Shortening of the lower limb from 5 cm and more	30%
Shortening of the lower limb from 3 to 5 cm	20%
Shortening the lower limb from 1 to 3 cm	10%
Total amputation of all foot toes	25%
Amputation of four foot fingers and a toe	20%
Amputation of four foot fingers	10%
Immobilisation of a toe	10%
Amputation of two foot fingers	5%
Amputation of one finger other than toe	3%

#### Guidelines for Chart Interpretation.

##### § 16

1. If **Insured** is left-handed, then benefits specified in the chart of health impairments specified in § 15 respectively for limbs right and left shall switch places.
2. Loss of hand, foot, arm or leg means physical and permanent separation of a given limb.
3. Loss of sight means total and irreversible loss of sight, that is, if the degree of visual acuity after correction is 3/60 or less in Snellen scale.
4. Permanent immobilisation of palm fingers (other than a thumb and an index finger) and foot fingers (other than a toe) entitles to 55% of benefit due in case of loss of these fingers.

#### Several types of disability resulting from the same Accident.

##### § 17

Level of benefit for more than one type of disability resulting from the same **Accident** is calculated as a sum of benefits for individual types of disability, where the total amount of benefit must not exceed the sum insured specified in a **Policy** for disability due to **Bodily Injury**.

## SECTION VII. EXCLUSIONS

#### Absolute Exclusions.

##### § 18

Regardless of the exclusions included in § 8 and 13 **Agreement** concluded on the basis of these GTC does not cover claims within the scope, in which result from any of the circumstances defined below:

- 1) health condition ( diseases- including chronic diseases- and affections) of **Insured**, which during 24 months before conclusion of **Agreement** are identified on **Insured** or have been the subject of medical treatment under supervision of a doctor in connection with symptoms occurred,
- 2) performance by **Insured** any job activities (within **Insured Job** or out of its scope) on the sea, under the water, under ground, at the altitude of more than 2 meters above ground level outside the buildings, in emergency services or in the character of a member of airship team,
- 3) suicide, attempt to suicide, purposed injury or state of insanity of **Insured**,
- 4) intentional crime committed by **Insured** or attempt to commit crime,
- 5) **Insured** remaining under the influence of alcohol in concentration higher than 0,5 per mille or under the influence of drugs, intoxicants or other pharmacological substances having a similar effect, unless they were absorbed according to the recommendation of a doctor, who is not a relative of **Insured**, their kindred, nor a relative nor kindred with such persons,
- 6) service in armed formations or involvement or participation of **Insured** in activities of armed formation or other operations,
- 7) pregnancy or child delivery,
- 8) active participation of **Insured** in races or races of mechanical vehicles, regardless of their type, including also trainings to races or rallies,
- 9) sport performed professionally or for hire or reward by **Insured**,
- 10) **war**,
- 11) **terrorist act** that is followed by use, or intention to use or threat to use any nuclear weapon, appliance or chemical or biological weapon,
- 12) nuclear reaction, radiation or radioactive contamination.

## Exclusions of Dangerous Activities.

### § 19

Unless a **Policy** unambiguously confirms the insurance cover for given activity, **Agreement** concluded on the basis of these GTC does not cover the claims in the scope, in which they result from any of **Dangerous Activities** practiced by **Insured**, as described below:

air activities:

- 1) **Flight travel** in the character other than passenger,
- 2) BASE jumping,
- 3) bungee jumping,
- 4) gliding,
- 5) hang gliding,
- 6) tightrope walking,
- 7) ski jumping,
- 8) parachute jumping,
- 9) sky surfing,
- 10) sky flying,

## Ground activities:

- 1) skateboarding,
- 2) off-piste or free style skiing or snowboarding,

- 3) snowboarding in a snow-park,
- 4) snowmobile driving,
- 5) sand boarding,
- 6) competitive rollerblades skating,
- 7) competitive horse riding, participation in horse trials,
- 8) bouldering,
- 9) mountain climbing,
- 10) caves and grotto hiking,
- 11) adventure races,
- 12) BMX,
- 13) motocross,
- 14) ground and ice sailing,
- 15) mountain cycling,
- 16) speed biking,
- 17) speed skiing,
- 18) scootering oraz street luge,

#### **Water activities:**

- 1) swimming in the open sea (further than 200 m from the bank),
- 2) jet-ski riding,
- 3) surfing,
- 4) windsurfing in the open sea (further than 200 m from the bank),
- 5) kite surfing,
- 6) scuba diving (deeper than 30 m),
- 7) held breath free-diving,
- 8) deep water diving,
- 9) powerboat racing,
- 10) barefoot water skiing,
- 11) cliff diving,
- 12) worldwide yacht racing
- 13) speed sailing,
- 14) wakeboarding,
- 15) mountain canoeing

## **SECTION VIII. CONCLUSION AND TERMINATION OF THE AGREEMENT AND PAYMENT OF THE PREMIUM**

### **Risk Declaration of the Policyholder.**

#### **§ 20**

1. **Agreement** is concluded on the basis of oral or written declarations of a **Policyholder**.

2. **Policyholder** is obliged to disclose to **Insurer** all circumstances known to him on which **Insurer** inquired in the offer inquiry or in other documentation before conclusion of **Agreement**. If **Policyholder** concludes **Agreement** through their representative, this obligation shall also burden the representative and includes moreover circumstances known to him. If **Insured** concludes **Agreement** despite missing answers for inquires, omitted circumstance shall be considered as unimportant.
3. **Insured** is not liable for consequences of circumstances that with violation of section 2 have not been provided to his knowledge. If the violation occurred due to the wilful misconduct, in case of any doubts, it is supposed that **Accident** stipulated in this agreement and its results are the reason of occurrence of the circumstances referred to in the preceding sentence.
4. In case of disclosure of circumstance that is followed by significant change of probability of **Accident**, in particular, extraordinary risk related to **Insured Job** and concealed by **Policyholder**, each party may demand relevant change of the amount of premium, starting with a moment when the circumstance occurred, but not earlier than from the commencement of the current insurance period. In case of reporting such demand the second party may within 14 days terminate **Agreement** with immediate effect.
5. During the term of an **Agreement**, **Policyholder** is obliged to report a change in circumstances referred to in point 1 and 2, **Policyholder** is obliged to inform **Insurer** about these changes immediately after receiving information about them.

#### **Single Premium Payment or Instalment Premium Payment and Duration of Insurance Cover.**

##### § 21

1. Premium shall be paid in a single payment or in 2, 4 or 12 equal instalments.
2. Should the payment of the premium be paid in instalments, the increase for such a scheme of payment is used. Dates of payments and the amount of particular instalments are determined in **Agreement**.
3. The payment of the premium is considered to be made if the full amount established in **Agreement** was paid.
4. Date of crediting the bank account specified in a **Policy** is deemed as the day of payment.

##### § 22

1. Insurance cover commences from the day following the payment of the premium or its first instalment, but no earlier than on the date specified as beginning of **Insurance Period**.
2. Premium or its first instalment shall be paid before the day specified in **Agreement** as a commencement of **Insurance Period**.
3. Failure to pay deferred premium or its first instalment in the date specified in **Agreement** results in lack of insurance coverage, but it entitles **Insurer** to request **Policyholder** to pay the premium or its first instalment and appoint additional 7-day period for making the payment. Failure to pay the premium or its first instalment in additional date specified on the request for payment results in treating **Agreement** the insurance coverage as non-existing.
4. Failure to pay the next instalment in additional date specified on the request for payment entitles **Insurer** to request **Policyholder** to pay the instalment and appoint additional 7-day period for making the payment. Failure to pay the instalment in additional date specified on the request for payment results in results in cease of **Insurer** liability on the day indicated on the request for payment.

#### **Right of Policyholder to Withdraw from the Agreement and its Termination.**

##### § 23

1. If an **Agreement** is concluded for the period longer than six months, **Policyholder** has the right to withdraw from **Agreement** within 30 days, and in case **Policyholder** is an entrepreneur then within 7 days. If at the latest in the moment of conclusion of **Agreement** **Insurer** failed to inform **Policyholder** being a consumer, about right to withdraw from **Agreement**, then the period of 30 days runs from the day in which **Policyholder** being the consumer was informed about this right.
2. **Policyholder** has the right to terminate an **Agreement** at any time with immediate effect and has right to be reimbursed the premium for unused part of **Insurance Period**.

3. In any event of termination of **Agreement** before expiry of the contract **Insurer** has the right to claim the premium payment for the provided actually insurance cover with an accuracy up to 1 day.

## SECTION IX.

### CLAIMS REPORTING AND CLAIMS SETTLEMENT

#### Reporting claims.

#### § 24

1. A person reporting a claim is obliged to indicate the benefit they want to use. **Policyholder, Insured**, and in case of absence thereof – **Entitled Person**, in any time have right to change claim classification, also after payment of benefit - depending on which is more favourable to them.
2. Notification about occurrence of **Accident** or **Sickness** that caused or may cause disability, temporary or permanent total disability to perform **Insured Job** shall be reported without delay, and **Insured** shall, as soon as possible, be under the care of a competent doctor.
3. Notification about the death of **Insured** being the result or probably being the result of **Accident** shall be reported without any delay.
4. Handling of claims under **Agreements** has been given to WTW Services sp. z o.o. which holds the authorisation to handle claims in the name of Lloyd's Insurance Company SA and operates on the basis of power of attorney specified in a **Policy** of **Insurer**. Notifications about events that may result with a claim, formal claim notification or any correspondence related to establishing legitimacy or the amount of benefit shall be directed to **Insurer** through:

#### **WAGAS S.A.**

ul. Rydygiera 15, 01-793 Warszawa

Tel.: +48 22 270 39 24

Email: [ceuszkody@wagas.pl](mailto:ceuszkody@wagas.pl)

#### **Documents Necessary for Claim Settlement.**

#### § 25

1. Within 7 days from reception of notification about the claim **Insurer** shall inform **Insured, Policyholder** or **Entitled Person** about the manner of claim settlement and the documents required by **Insurer** to establish legitimacy and the amount of potential benefits.
2. The condition for the payment of benefit is making available upon the request of **Insurer** by **Insured, Policyholder** of **Entitled Person** at their own expense the following:
  - 1) accounting documentation (in particular, summary of monthly revenues in the revenues and expense ledger with split on types of activities according to the definition of Insured Job, PIT tax declarations, copies of invoices documenting sale etc.)
  - 2) medical documentation
  - 3) death certificate (if claim relates to death due to **Accident**)
  - 4) statements, correspondence or other documents related to the subject of claim, requested by Insurer
3. Documents required by **Insurer** are provided in Polish.
4. Failing to deliver to **Insurer** required documents may result with refusal in payment the benefit under the **Agreement**.
5. **Insurer** is obliged to pay out valid claim within 30 (thirty) days from the date claim was notified to **Insurer** by **Insured** or **Entitled person**. The date of receiving the claim notification is the day on which **Policyholder, Insured** and/or **Entitled person** deliver the last of the document mentioned in sections 1 and 2 above.
6. Should explanation of the facts necessary to establish the liability of **Insurer** or the amount of indemnity prove impossible within this 30-day period, **Insurer** shall notify in writing the claimant of the circumstances making it impossible to adjust his/her claim in whole or in part; in such case, the indemnity should be paid

out within 14 days from the day on which the explanation of these facts was possible, had due diligence been applied. However, **Insurer** is obliged to pay out the indisputable part of indemnity within 30 days of receiving claim notification.

7. If indemnity is not due to **Insured** or **Entitled person** or the amount of indemnity awarded by **Insurer** is different from the amount lodged in the claim, **Insurer** shall notify thereof the claimant in writing, indicating circumstances and legal basis, substantiating the entire or partial refusal to pay out the indemnity. Such information from **Insurer** should contain instruction on the possibility to assert claims by recourse to the law.
8. In no case the claim against **Insurer** cannot be effectively filed after its claim termination period which – according to the law- is 3 years after the claim becomes claimable.

## Medical Examination and Medical Referee.

### § 26

1. **Insured** agrees to allow **Insurer** to perform at the cost of **Insurer**, medical examination as often as necessary in order to verify the claim.
2. **Insurer** may, at any time, to call, at the expense of **Insurer**, the medical referee (one-person or numerous persons) that shall declare about the right of **Insured** or **Entitled Person** to obtain benefit covered by **Agreement**, in particular for temporary total disability of **Insured** to perform **Insured Job**.
3. **Insured** has right to submit complaint, appeal or appeal against a decision of medical referee in the manner specified in §28.
4. Failure of **Insured** to appear for medical examination or appear before the medical referee may result in refusal to pay benefit covered with an **Agreement**.

## The Person Entitled to Benefit in Case of Death of Insured.

### § 27

1. In case of the death of **Insured** the right to the benefit is entitled to **Entitled Person** indicated by the **Insured** and listed in a **Policy**.
2. **Insured** has right, at any time, freely change and revoke **Entitled Persons**.
3. In cases when **Insured** indicated a few **Entitled Persons** and some of them died before the death of **Insured** or they lost their right to the benefit, then part of benefit falling within them shall be divided among remaining **Entitled Persons** proportionally to their participation in the benefit.
4. If **Insured** did not indicate **Entitled Person** or when all **Entitled Persons** died before the death of **Insured** or they lost their right to the benefit, then the benefit is entitled to the members of the family of **Insured** in the following order of priority:
  - 1) the spouse in entirety,
  - 2) the children in equal parts,
  - 3) the parents in equal parts,
  - 4) other statutory heirs of **Insured** in equal parts.
5. Persons who intentionally contributed to the death of **Insured** are excluded from the right to receive benefits under an **Agreement**.

## SECTION X. COMPLAINTS

### § 28

## Statutory Right to Submit Complaint.

1. **Policyholder**, **Insured** or **Entitled Person** have right to submit to **Insurer** complaints on negligence or improper performance of duties by the persons or units acting for and on behalf of **Insurer**.
2. Complaint related to the services provided by **Insurer** may be submitted:



- a. in electronic form - through the application accessible on the website [www.CEU.pl](http://www.CEU.pl) or via email [reklamacje@CEU.com.pl](mailto:reklamacje@CEU.com.pl)
  - b. in written form - personally at **CEU's** headquarter, Bonifraterska 17, 00-203 Warszawa or by regular post
  - c. orally - via telephone (under the telephone number +48 22 332 58 99 on working day, from Monday to Friday between 8.00 - 17.00) or personally to the protocol during the visit of the Client in the seat of **CEU**.
3. **Insurer** or **CEU** indicated adjudicate on the complaint on its behalf, will aim to provide the person making the complaint with its decision on the complaint, in writing by post, within 30 days of receipt of the complaint. The decision may be sent to the person making the complaint by e-mail if you requested this and provided an e-mail address
  4. If **Insurer** or **CEU** indicated adjudicate on the complaint on its behalf is not able to provide you with a decision within 30 days because it is a complex complaint, it will contact you. It will explain the reason for the delay, indicate the circumstances that must be established to handle the case and specify the expected timescale within which a response will be provided, which will not be more than 60 days after receipt of the complaint
  5. If a person making the complaint is dissatisfied with the final response from the above or if has not received a final response within 30 days of the complaint being made, the person making the complaint may be eligible to refer your complaint to the Financial Ombudsman. The contact details are as follow:

Financial Ombudsman / Biuro Rzecznika Finansowego  
 Ul. Nowogrodzka 47A  
 00-695 Warszawa  
 Poland

Tel: +48 22 333 73 26/27  
 Fax: +48 22 333 73 29  
 E-mail: [biuro@rf.gov.pl](mailto:biuro@rf.gov.pl)

6. Complaints handling arrangements above are without prejudice to rights of **Policyholder, Insured** or **Entitled Person** in law.

## SECTION XI. DEFINITIONS

### § 29

#### Terms used in these GTC shall mean:

- 1) **Terroristic Act** - act of violence or threat of using it by any person or group of people, acting independently within or in relation with organisation (organisations) or government (governments), taken for political, religious, ideological or similar reasons, including intention to affect on any government or intimidating the public or any part of it.
- 2) **Dangerous Activity** – sport or sport activity which requires above-average skills, efficiency, courage or action in terms of increased risk or threat to life. A list of dangerous activities is specified in section 19 of these GTC.
- 3) **Accident** - Independent of will of **Insured**, sudden and unexpected fortuitous event having an external cause, occurring in an identifiable time and place during **Insurance Period**, including accident of mean of transport in which **Insured** travels. A heart attack, extravaccation, stroke, intoxication and all other sicknesses and/or infections (including suddenly occurring) are not considered **Accidents**.
- 4) **Waiting Period** - provided in days, period commencing from the day of occurrence of temporary total disability of **Insured** to perform **Insured Job**, in which there are no due benefits for this title. A separate **Waiting Period** is applicable in case of every new total disability to perform **Insured Job**, even if it results from the same **Accident** or **Sickness**.

5) **Benefit Period** - period for benefits payment for temporary total disability of **Insured** to perform **Insured Job**, commencing directly or after expiry of **Waiting Period**, and ending in situations specified in § 9 section. 2; maximum **Benefit Period** is specified in a **Policy** and cannot exceed 24 months.

6) **In**  
**Insurance Period** - specified in a **Policy**, period for which **Agreement** was concluded,

7) **En**  
**titled Person** - specified in a **Policy** or established on the basis of § 29 individual person, legal person or other organisation unit, entitled to receive due benefits under **Agreement** in case of a death of **Insured**.

8) **Fli**  
**ght travel** - boarding aircraft or staying onboard in order to participate in flight travel or leaving it before or after such flight, including parachute jumping, balloon flights, paragliding, hang-gliding, powered hang-gliding, unless they have been included to the scope of coverage in accordance with § 19 above.

9) **Po**  
**licy** - document confirming conclusion of **Agreement** to which these GTC are attached.

10) **Aff**  
**ection** – malfunctioning of any organ which occurs in a date specified in a medical documentation in an **Insurance Period**.

11) **Policyholder** - specified in a **Policy**, individual person, legal person or other organisational unit, concluding with **Insurer** an **Agreement** on the basis of these GTC.

12) **Insured** - specified in a **Policy**, individual person being subject to insurance cover, running a business or being partner in a partnership that actively performs **Profession of public trust**; and who personally (own work) contributes to generating revenue in the company and employs other employees.

13) **Insured Income** - earned by **Insured** for performing **Insured Job**

a) In case of **Insured** who is performing medical services (including nursery, dental, prosthetic, optic and physiotherapeutic), veterinary, hairdressing, cosmetic and any intangible services (legal, accounting, advisory, IT, training, designing, agency etc.) - total documented income of **Insured** in understanding of provisions of Personal Income Tax Act,

b) In case of **Insured** running commercial business, production business or performing tangible services (construction, renovation, maintenance, installation, transport etc.) - total documented income of **Insured** in understanding of Personal Income Tax Act, reduced by costs of goods intended for resale, materials and parts and remuneration for sub-contractors,

in each case reduced by:

i. income of **Insured**, which obtaining does not need his personal, permanent involvement, in particular, worked out by the person employed by **Insured** or being his co-partner of sub-contractor,

ii. VAT value

iii. income for rent of real and tangible property (including vehicles)

iv. royalties for obtained copyrights

v. income for investing own capital

c) In case of **Insured** actively performing **Profession of public trust** who is a partner in a partnership and performs medical services (including nursery, dental, prosthetic), veterinary and any intangible services (legal, accounting, advisory, training, designing, etc.) - total documented income of **Insured** in understanding of provisions of Personal Income Tax Act,

d) In case of **Insured** actively performing **Profession of public trust** who is a partner in a partnership and performs tangible services (construction, renovation, maintenance, installation, transport etc.) - total documented income of **Insured** in understanding of Personal Income Tax Act, reduced by costs of goods intended for resale, materials and parts and remuneration for sub-contractors,

in each case reduced by:

i. income of **Insured**, which obtaining does not need his personal, permanent involvement, in particular, worked out by the person employed by **Insured** or being his co-partner of sub-contractor,

ii. VAT value

- iii. income for rent of real and tangible property (including vehicles)
- iv. royalties for obtained copyrights
- v. income for investing own capital

14) **Insured Job** – job specified in a **Policy** under insurance cover within temporary or permanent total disability to perform **Insured Job**, whereby, if **Insured** performs the same job on different legal grounds, **Insured Income** obtained by **Insured** for each agreement have to be cover with separate **Agreement** for each of this legal grounds.

15) **Insurer** – specified in a **Policy**, Lloyd's Insurance Company SA

16) **Agreement**

- a) these GTC, schedule of premium payments, a **Policy**, any other documents referred to in a **Policy** and any other attachments and annexes to these documents,
- b) Legal relationship settled in details in documents listed in letter a) above

17) **Practicing Dangerous Activity** – practicing of a **Dangerous Activity** consisting on regular participation in training, in sports competitions, as well as participating in sports camps, conditioning camps; in order to improve skills and learn in a given **Dangerous Activity**. This includes one-off or regular participation in **Dangerous Activity**.

18) **Bodily Injury** – an identifiable bodily injury, which solely and independently of other reasons, with the exception of diseases being a direct consequence of **Accident** and medical treatments or surgery forced by such event causes death, disability, temporary or permanent total disability to perform **Insured Job**.

Definition of **Bodily Injury** includes also body harms being the result of hunger, thirst or exposure of the **Insured** on operation of natural environment, caused by **Accident** that took place during **Insurance Period**.

19) **War** – war, invasion, acts of external enemy, acts of wars or similar acts (regardless of whether war has been declared), civil war, rebellion, revolution, insurrection, civilian population riot on uprising scale, military authority or usurped or martial law.

20) **Sickness** – illness or disease of **Insured**, which is diagnosed at the date specified in the medical documentation during **Insurance Period**.

21) **Profession of public trust** – a profession whose performance is defined by professional ethics standards special vows, the tradition of professional corporation, for which a professional self-government was established by law, whose execution is subject to compliance with specific conditions relating to professional qualifications. Professions of public trust accepted for insurance: attorney at law, legal counsel, court executive officer, notary public, probation officer, physician, veterinarian, pharmacist, nurse, midwife, laboratory diagnostician, psychologist, statutory auditor, tax advisor, patent attorney, architect, civil engineer, urban planner.

## SECTION XLL. OPTIONAL CLAUSES

### § 30

Under the payment of additional premium (where applicable) the scope of insurance cover may be extended by inclusion of clauses to **Agreement** listed in this paragraph. Clauses included to the scope of insurance are listed in a **Policy**.

#### Clause 1 Funeral Costs.

Subject to other provisions of GTC, it has been agreed, that if during **Insurance Period Insured** dies as a consequence of **Bodily Injury**, **Insurer** will cover funeral or cremation costs or costs of dead body or ashes transportation of **Insured** to the place indicated by their representative up to the amount of PLN 20,000.

#### Clause 2 Benefits for Orphaned Children.

Subject to other provisions of GTC it has been agreed, that the benefit for death as a consequence of **Bodily Injury** will be extended by 2% for each child residing with **Insured** and his dependents at the moment of the

death of **Insured**, provided that they are under 19 years old. (the 24<sup>th</sup> year of life with regard to children continuing full time education)

Benefit for death on the principles of this clause will be paid in the amount not exceeding PLN 25,000 in relation to maximum 5 children for one **Insured** – depending on which value is lower.

### **Clause 3 Death of the Closest Ones as a Consequence of Accident.**

Subject to other provisions of GTC it has been agreed that in case of a death in result of **Accident** of:

- 1) Option 1: spouse or intimate partner – max. sum insured at the level appropriate for Accidental Death of Insured
- 2) Option 2: Child (age 0-18) – max. sum insured PLN 15,000 for each child.

Total sum insured in for option 1 and option 2 cannot be higher than sum insured for Accidental death chosen by **Insured**.

**Insurer** shall pay the benefit, only in respect to death, that occurred as a consequence of **Accident**, that happened during **Insurance Period**.

### **Clause 4 Daily Benefit for Hospitalisation.**

Subject to other provisions of GTC it has been agreed, that if Insured stays in hospital as a hospitalised patient, the **Insurer** shall pay to **Insured** the benefit in the amount indicated in a **Policy** for each day of hospitalisation of **Insured**.

The benefit shall be paid start from 5<sup>th</sup> day of hospitalisation and not longer than 30 days.

### **Clause 5 Benefit in Case of Coma of Insured.**

Subject to other provisions of GTC it has been agreed, that if during **Insurance Period Insured** suffers **Bodily Injury**, that will directly cause coma, and **Insured** or their representative will present to **Insured** medical statement confirming, that coma is a consequence of **Accident**, **Insurer** will pay to **Insured** or to their representative the benefit in the amount indicated in a **Policy** for each day of remaining the Insured in coma, maximally for 90 days.

In case of going into coma as a consequence of **Accident** the benefit shall not be paid, if coma has been induced falsely during process of injuries treatment suffered as a consequence of **Accident**.

### **Clause 6 Adaptation of Housing for the Needs of Disabled Person.**

Subject to other provisions of GTC it has been agreed, that if **Accident** results in tetraplegia or paraplegia, **Insurer** shall reimburse to **Insured** costs of adaptations or costs of change the housing up to the amount of PLN 5,000, resulting from necessity of adaptation the housing for the need of disabled person.

### **Clause 7 Reimbursement of Costs for Purchase of Orthopaedic Items and Aids.**

1. Subject to other provisions concluded in GTC it has been agreed that **Insurer** will reimburse the following costs:
  - 1) purchase of orthopaedic items and aids, prosthesis and other orthopaedic items provided that these costs were incurred in the period not longer than 2 years from the date of occurrence of **Accident** – up to the level of 20% of sum insured, but not more than PLN 2,000
  - 2) vocational training of disabled, provided that these costs were incurred in the period not longer than 2 years from the date of occurrence of **Accident** – up to the level of 20% of sum insured, but not more than PLN 2,000.
2. Costs of purchasing prosthesis and special protection and assisting means, as well as costs of vocational training of disabled shall be reimbursed only in case, when they are necessary from medical point of view and they cannot be covered from national health insurance or social insurance and provided that these costs were incurred on the territory of the Republic of Poland.

### **Clause 8 Permanent Health Impairment as a Consequence of Accident.**

Subject to other provisions included in GTC it has been agreed that if **Bodily Injury** results in permanent health impairment or loss of health, but is not eligible for benefits for disability being a consequence of **Accident** on the basis of Section VI of GTC, **Insurer** will pay to Insured the benefit for permanent health impairment.

The amount of the benefit under this clause shall be calculated as the product of a certain percentage of permanent health impairment and limit of liability specified in a **Policy** for this clause.

The degree of permanent health impairment defines specified by **Insurer**, doctor or medical referee, called up at the cost of **Insurer** without delay after completion of medical treatment and rehabilitation, but not later than after 24 months from the date of **Accident**. The actual regulation of relevant ministry on detailed principles of adjudication about permanent health impairment makes up the grounds for defining the degree of permanent health impairment.

The amount of the benefit for more than one permanent health impairment being a consequence of the same **Accident** is calculated as a sum of permanent health impairments, whereby the total amount of benefits for this clause in relation with the same **Accident** cannot exceed the limit of liability specified in a **Policy** for this clause.

#### **Clause 9 Reimbursement of a dental reconstruction after Accident**

##### **Scope of Insurance Cover**

1. Subject to other provisions concluded in GTC it has been agreed, that if **Insured** suffered a total loss of teeth as a result of **Accident**, **Insurer** will reimburse costs of a dental restoration documented by **Insured** for the teeth completely lost as a result of **Accident**, but no more than up to the amount of:

a) option 1: PLN **25,000** and with a reservation that they were incurred in the territory of the Republic of Poland;

b) option 2: PLN **50,000** and with a reservation that they were incurred in the territory of the Republic of Poland.

**Insured** shall be obliged to provide documentation confirming the loss of teeth as a result of **Accident** and documentation confirming costs of the above dental reconstruction. The reimbursement does not include dental reconstruction of teeth which were not lost as a result of **Accident**. The above mentioned costs are reimbursed, if the dental reconstruction took place in the period immediately after **Accident**.

#### **Clause 10 Infection during diagnostic tests in a therapeutic entities**

##### **Scope of Insurance Cover**

1. Subject to other provisions of GTC it has been agreed, that if during **Insurance period**, **Insured** is infected in an entity conducting medical activities, due to his **Sickness** or **Accident**:

- c) Hepatitis B,
- d) Hepatitis C,
- e) HIV virus.

2. **Insurer** will pay a one-time benefit in the amount of PLN **50,000** if:

a) The infection did not take place during hospitalisation of **Insured** in an Intensive Medical Care Unit (ICU),

b) The infection was not caused by **Insured**,

c) The infection took place in an entity conducting medical activities in the territory of the Republic of Poland.

3. Benefit will be paid once regardless of the number of the infections confirmed with **Insured**.

#### **Clause 11 Reimbursement of a health care services in case of a serious Sickness**

##### **Scope of Insurance Cover**

1. Subject to other provisions of GTC it has been agreed, that **Insurer** will reimburse the costs of:

- a) Rehabilitation,
- b) examinations,
- c) Visits of a medical personnel;

for a period of 3 months incurred by **Insured** in order to improve his health or to restore of efficiency of **Insured**, no more than up to the PLN **10,000** in connection with a serious **Sickness** occurring during **Insurance Period** caused by:

- a) Ischaemic brain stroke,
- b) Haemorrhagic brain stroke,
- c) Heart attack,
- d) Tetraplegia or paraplegia.

2. The benefit will be paid once regardless of the number of serious **Sickness** of **Insured**.

## SECTION XIII. FINAL PROVISIONS

### Tax from the Benefit under Agreement.

#### § 31

For the day of conclusion of **Agreement**, on the basis of these GTC, benefits received by the natural persons for **Agreement** are not subject to personal income tax, whereas the benefits received by legal persons for **Agreement** are subject to tax on the basis of principles specified in Corporate Income Tax Act.

### Transfer of Rights and Obligations from the Agreement.

#### § 32

1. Transfer of rights or obligations under **Agreement** of any claim resulting from this **Agreement** will not be effective in relation to **Insurer**, unless his concern, made in written and delivered to **Insurer** before satisfying the claim.
2. **Insurer** shall not be liable for validity of any transfer of such rights or obligations.

### Insurance Recourse.

#### § 33

With the day of indemnity payment for temporary total disability to perform **Insured Job** the claim of **Insured** against third party liable for the claim is transferred by right to **Insurer** up to the level of paid indemnity.

### Obligation to Reimburse Beguiled Benefits.

#### § 34

If any claim will be an attempt to beguile the benefit by **Policyholder, Insurer, Entitled Person** or any other person acting for and on behalf of them for the purpose of financial gain under **Agreement**, all amounts obtained as a consequence of such unlawful act will be subject to reimbursement together with interest and recovery costs

### Limitation of sanctions and exclusion clause

#### § 35

No Insurer/ Reinsurer shall be deemed to be obliged to provide coverage and shall not be obliged to pay any claim or provide any benefit under this Sanction to the extent that provision of such cover, payment of such claim or provision of such benefit would expose Insurer/ Reinsurer to any sanction, prohibition or restriction imposed by United Nations resolutions or commercials or economic sanctions imposed by European Union, United Kingdom or United States legislation.