

Index for General Terms and Conditions of „Loss of Income PREMIUM” Insurance

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

Type of information	Signature of stipulation
Conditions of payment of the indemnity and other benefits:	§ 5 ust. 2, 3, 4 § 6 § 7 § 8 § 9 § 10 § 11 § 12 § 13 § 14 § 24 § 25 § 26 § 27 § 28
Limitations and exclusions of the Insurer's liability entitling it to refusal of payment or reduction of the indemnity and other benefits:	§ 5 ust. 4 § 7 § 10 ust. 4 § 12 § 13 § 14 § 20 § 21 ust. 3 § 28 § 29

**GENERAL TERMS AND CONDITIONS OF
„LOSS OF INCOME PREMIUM” INSURANCE**



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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 the **Agreements** concluded by **Policyholder** with **Insurer** specified in the **Policy**, through **CEU** sp. z o.o. with registered office in Warsaw, ul. Bonifraterska 17, 00-203 Poland, 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 the **Policy** of **Insurer**.
3. The scope of permission given to the **Insurer** can be checked on the website www.knf.gov.pl. The supervisory authority for activities of the **Insurer** in Belgium is the National Bank of Belgium (NBB).
4. The 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 the powers of attorneys held by **CEU** may be checked on the website www.CEU.com.pl as well as at each representative of CEU entitled to conclude the Agreements for an on behalf of the **Insurer**.
6. Any declarations directed to the **Insurer** in connection with an **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

Rules for interpretation of the Agreements.

§ 2

1. This **Agreement** and all enclosures and annexes hereto shall be read as a one document.
2. With respect to the **Agreement** in its entirety, all terms bolded and capitalised other than headings and subheadings shall have the precise meaning as specified in Section IX (**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 the **Agreement** are meant for facilitation purposes only and shall not have any influence on the **Agreement's** interpretation.

Applicability of the Polish Law and Court.

§ 3

1. To all matters not settled in this **Agreement** the relevant regulations of a civil code, act on insurance and reinsurance activity and other relevant regulations of the Polish law shall apply.
2. 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** or their heirs.
3. It is agreed that this Insurance shall be governed exclusively by the law and practice of Poland and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in Poland.
4. All summonses, notices or processes requiring to be served upon Lloyd's Insurance Company S.A. for the purpose of instituting any legal proceeding against it in connection with this Insurance may be served if addressed and delivered to

Lloyd's Insurance Company SA
Bastion Tower
Marsveldplein 5
1050 Brussels
Belgium
www.lloydseurope.com

E-mail: LloydsEurope.Info@lloyds.com

5. This service of Suite and Jurisdiction Clause will not be read to conflict with or override the obligations of the parties to resolve their disputes as provided for in any other clause in this Policy and, to extend required, shall apply to give effect to that process.

SECTION II. SCOPE OF INSURANCE COVER

Insured Events.

§ 4

1. The Scopes of Insurance, selected by the **Policyholder** are specified in the **Policy**.
2. The **Agreement** may include the following chance events:
 - 1) resulting from occurrence of **Accident** or **Sickness**:
 - a) temporary total disability to perform **Insured Job** by the **Insured**,
 - b) temporary total or permanent total disability to perform **Insured Job**.
3. Selected scope of insurance cover may be extended by respective optional clauses referred to in Section X. Clauses included in the **Agreement** are specified in the **Policy**.
4. Any benefits for bodily injury or **Sickness** due to:
 - a) the 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 policy.

Sum Insured.

§ 5

1. The **Agreement** is concluded on the basis of a declaration of a **Policyholder** on **Insured Income**, that is not verified by the **Insurer** before conclusion of the **Agreement**.
2. Sum insured for relevant benefits is defined by **Policyholder** acknowledging that:
 - 1) Sum insured and maximum single benefit for the title other than temporary total disability to perform **Insured Job** must not exceed the amount making up 10-times of **Insured Income** for the period of 12 months directly precedent to conclusion of the **Agreement**,
 - 2) Sum insured and maximum monthly benefit for temporary total disability to perform **Insured Job** must not exceed 80% of the amount making up 1/12 **Insured Income** for the period of 12 months directly precedent to conclusion of the **Agreement**. If **Insured** performs **Insured Job** for the 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 the **Agreement** is considered as income received for 12 months.
3. Overstating the 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.
4. In the event that **Policyholder** submits untrue statement about his income resulting in overstatement of income by at least 1 (one) thousand PLN per month in comparison with the monthly income actually attained and documented, the amount of monthly benefit for temporary total disability to perform **Insured Job** shall be reduced to 65% of the actually attained monthly income. The reduction referred to in the preceding sentence shall not entitle **Policyholder** to a refund of any part of the premium paid.

SECTION III. TEMPORARY TOTAL DISABILITY TO PERFORM INSURED JOB

Scope of Insurance Cover, conditions of the benefit payment.

§ 6

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 the **Policy**) the **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. The **Insurer** will pay the benefit for temporary total disability to perform **Insured Job**, subject to fulfilment of all the below conditions:
 - 1) the **Insured** has a temporary total disability to perform **Insured Job**,
 - 2) above mentioned total disability to perform **Insured Job** results from the **Accident** which takes place or **Sickness** which manifests itself during the **Insurance Period** and continues without interruption for the entire **Waiting Period**,
 - 3) disability occurred no later than within 2 (two) years directly after **Accident** or **Sickness**,
 - 4) the **Insured** is under a regular care of a physician and is receiving treatment appropriate for the condition causing the total disability to perform **Insured Job** throughout the duration of the total disability to perform **Insured Job**. The above is confirmed by a medical documentation (results of medical examinations, confirmations of medical consultations, etc.) throughout the duration of the total disability to perform **Insured Job**,

Exclusion of Mental, Anxiety and Fatigue States.

§ 7

The 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.

§ 8

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 the **Insured** has been hospitalised continuously for a period equal to or longer than the **Waiting period** chosen by the **Policyholder**.
2. Entitlement to benefit for temporary total disability to perform **Insured Job** ceases if:
 - 1) expiry of maximal **Benefit Period** specified in the **Policy**,
 - 2) death of the **Insured**,
 - 3) if condition of the **Insured** ceases to meet definition of temporary total disability to work specified in § 6,
 - 4) if the **Insured** resumes to perform the **Insured Job**, including cases where he books any amount of **Insured Income**,
 - 5) at the moment when the **Insured** stops to be under a regular care of a physician,
 - 6) exhaustion of sum insured due to the payment of benefit or benefits, whichever comes first.
3. Benefit for temporary total disability to perform **Insured Job**, in this period may be paid only and exclusively for one reason of such disability – an **Accident** or **Sickness**.

The Amount and the Date for Benefit Payment.

§ 9

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 the **Agreement** for each calendar month. In any case §§ 5 and 6 are 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 the benefit is due, upon verification of documents delivered by **Insured** for the purpose referred to in section 1 and § 5 section 2 point 2).
3. In no case the amount of monthly benefit may exceed 80% of the amount making up 1/12 of **Insured Income** for the period of 12 months directly precedent to conclusion of the **Agreement**, subject to §5 section 4.
4. Level of benefit for the period shorter than one month shall be calculated proportionally to the benefit for the temporary total disability to perform **Insured Job** specified in the **Policy** by daily rate in the level of 1/30 of this benefit.

Prohibition to Perform Insured Job During the Benefit Period, Medical Documentation and "ZUS ZLA" Form.

§ 10

1. The **Insured** is obliged to abstain from performing the **Insured Job** in the **Benefit Period**, including gaining any amounts of **Insured Income**.
2. The **Insured** is obliged to document temporary total or permanent disability to perform **Insured Job** with a medical documentation, 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 medical documentation, a health certificate of the **Insured** issued by the attending physician.
3. Obtaining by the **Insured** medical documentation, a 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 § 21 shall apply, according to which it may come up that medical referee appointed by the **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** medical documentation, a certificate referred to in section 1 and section 2, may result in refusal to pay benefit from the **Agreement**.

SECTION IV.

PERMANENT TOTAL DISABILITY TO PERFORM INSURED JOB

Scope of Insurance Cover, conditions of the benefit payment.

§ 11

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 the **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 the **Insured** of all due benefits for temporary total disability to perform **Insured Job**, even if a permanent total disability to perform **Insured Job** is declared within the **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**. The provisions of § 8 section 2 point 3 shall not apply.
3. The **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 the **Accident** which takes place or **Sickness** which manifests itself during the **Insurance Period**,
 - 3) total disability to perform **Insured Job** occurred not later than 3 years directly after **Accident** or **Sickness**,
 - 4) no circumstance as specified in § 8 section 2 take place, except for expiry of maximal **Benefit Period** specified in the **Policy**,
 - 5) **Insured** is alive at the moment when 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 the **Insured** undertakes work in **Insured Job** 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 1-3 above and is paid in the amount calculated in the way as defined in §§ 5 and 6.

Exclusion of Mental, Anxiety and Fatigue States.

§ 12

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. EXCLUSIONS

Absolute Exclusions.

§ 13

Regardless of the exclusions included in § 7 and 12 an **Agreement** concluded on the basis of these GTC does not cover claims within the scope, in which directly or indirectly 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 the **Agreement** are identified on **Insured** or have been 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 building, in emergency services or in a 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 a 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.

§ 14

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

air activities:

- 1) **Flight travel** in a 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 VI. CONCLUSION AND TERMINATION OF THE AGREEMENT AND PAYMENT OF THE PREMIUM

Risk Declaration of the Policyholder.

§ 15

1. The **Agreement** is concluded on the basis of oral or written declarations of a **Policyholder**.
2. **Policyholder** is obliged to disclose to the **Insurer** all circumstances known to him on which the **Insurer** inquired in the offer inquiry or in other documentation before conclusion of an **Agreement**. If **Policyholder** concludes an **Agreement** through his representative, this obligation shall also burden the representative and includes moreover circumstances known to him. If **Insured** concludes an **Agreement** despite missing answers for inquiries, 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 the 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 amount of a 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 the **Agreement** with immediate effect.
5. During the term of an **Agreement**, **Policyholder** is obliged to report change in circumstances referred to in point 1 and 2. The **Policyholder** is obliged to inform the **Insurer** about these changes immediately after receiving information about them.

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

§ 16

1. Premium shall be paid in a single payment or in 2, 4 or 12 equal instalments.
2. Should the payment of a 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. Payment of a premium is considered to be made if a 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.

§ 17

1. Insurance cover commences from the day following payment of a premium or its first instalment, but not 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 a lack of insurance coverage but entitles **Insurer** to request **Policyholder** to pay premium or its first instalment and appoint additional 7-day period for making payment. Failure to pay the premium or its first instalment in additional date specified on a request for payment results in treating **Agreement** an insurance coverage as non-existing.

Failure to pay next instalment in additional date specified on a 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 an instalment in additional date specified on a request for payment results in cease of **Insurer** liability on the day indicated on a request for payment.

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

§ 18

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

SECTION VII.

CLAIMS REPORTING AND CLAIMS SETTLEMENT

Reporting claims.

§ 19

1. A person reporting claim is obliged to indicate benefit he wants to use. **Policyholder, Insured** 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 temporary or permanent total disability to perform **Insured Job** shall be reported without delay, and **Insured** shall, as soon as possible, be under a care of a competent doctor.
3. Claims handling under **Agreements** has been given to WAGAS S.A. which holds the authorisation to handle claims in name of Lloyd's Insurance Company SA and operates on the basis of a power of attorney specified in a **Policy** of **Insurer**. Notifications about events that may result with claim, formal claim notification or any correspondence related to establishing legitimacy or amount of benefit shall be directed to **Insurer** through:

WAGAS S.A.
Rydygiera 15
01-793 Warsaw
Telephone: +48 22 270 39 24
E-mail: ceuszkody@wagas.pl

Documents Necessary for Claim Settlement.

§ 20

1. Within 7 days from reception of notification about a claim **Insurer** shall inform **Insured, Policyholder** about manner of claim settlement and documents required by **Insurer** to establish legitimacy and the amount of potential benefits.
2. The condition for payment of benefit is making available upon a request of **Insurer** by **Insured, Policyholder** at their own expense following:
 - 1) records kept pursuant to the **Tax Act** or its implementing regulations, in particular: accounting documentation, summaries of a monthly revenues in a revenues and expense ledger with split on types of activities according to the definition of **Insured Job**, PIT tax declarations, copies of invoices, cash register reports or other documents documenting sale etc.),
 - 2) medical documentation,
 - 3) statements, correspondence or other documents related to subject of a claim, requested by the **Insurer**.
3. Documents required by **Insurer** are provided in Polish.
4. Failing to deliver to **Insurer** required documents may result with refusal in payment a benefit under **Agreement**.
5. **Insurer** is obliged to pay out valid claim within 30 (thirty) days from the date claim was notified to the **Insurer** by **Insured**. The date of receiving claim notification is a day on which **Policyholder, Insured** deliver the last of the documents mentioned in sections 1 and 2 above.
6. Should explanation of facts necessary to establish the liability of **Insurer** or amount of indemnity prove impossible within this 30-day period, **Insurer** shall notify in writing the claimant of 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 explanation of these facts was possible, had due diligence been applied. However, **Insurer** is obliged to pay out an indisputable part of indemnity within 30 days of receiving claim notification.
7. If indemnity is not due to **Insured** or the amount of indemnity awarded by **Insurer** is different from the amount lodged in a 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 the **Insurer** should contain instruction on a possibility to assert claims by recourse to the law.
8. In no case claim against **Insurer** cannot be effectively filed after its claim termination period which – according to the law- is 3 years after a claim becomes claimable.

Medical Examination and Medical Referee.

§ 21

1. **Insured** agrees to allow **Insurer** to perform at the cost of **Insurer**, medical examination as often as necessary in order to verify claim.
2. **Insurer** may, at any time call, at expense of **Insurer** medical referee (one-person or numerous persons) that shall declares about a right of **Insured** to obtain benefit covered by **Agreement**, in particular for temporary total disability of **Insured** to perform **Insured Job**.
3. **Insured** has a right to submit complaint, appeal or appeal against decision of a medical referee in a manner specified in § 22.
4. Failure of **Insured** to appear for a medical examination or appear before a medical referee may result in refusal to pay benefit covered with **Agreement**.

SECTION VIII. COMPLAINTS

§ 22

Statutory Right to Submit Complaint.

1. **Policyholder, Insured** have a right to submit to **Insurer** complaints on negligence or improper performance of duties by persons or units acting for and on behalf of **Insurer**.
2. Complaint related to services provided by the **Insurer** may be submitted:
 - a. in an electronic form - through an application accessible on the website www.CEU.com.pl or via email reklamacje@CEU.com.pl,
 - b. in written form - personally at **CEU's** headquarters, Bonifraterska 17, 00-203 Warsaw, or by a regular post,
 - c. orally - via telephone (under telephone number +48 22 332 58 99 on working day, from Monday to Friday between 8.00 - 17.00) or personally to a protocol during visit of a Client at **CEU** headquarters.
3. **Insurer** or **CEU** indicated to adjudicate on complaint on its behalf, will aim to provide person making a complaint with its decision on a complaint, in writing by post, within 30 days of receipt of a complaint. Decision may be sent to a person making a complaint by an e-mail if he requested this and provided an e-mail address.
4. If the **Insurer** or **CEU** indicated to adjudicate on a complaint on its behalf is not able to provide person making a complaint with a decision within 30 days because it is a complex complaint, it will contact him. It will explain a reason for delay, indicate circumstances that must be established to handle a case and specify expected timescale within which a response will be provided, which will not be more than 60 days after receipt of a complaint.
5. If a person making a complaint is dissatisfied with a final response from the above or if has not received a final response within 30 days of complaint being made, the person making a complaint may be eligible to refer his complaint to the Financial Ombudsman. The contact details are as follows:

Financial Ombudsman / Biuro Rzecznika Finansowego
Ul. Nowogrodzka 47A
00-695 Warsaw
Poland
Telephone: +48 22 333 73 26/27
Fax: +48 22 333 73 29
E-mail: biuro@rf.gov.pl

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

SECTION IX. DEFINITIONS

§ 23

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 15 of these GTC.

3) **Accident** - independent of a 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. 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: in **Agreement** including incomes from employment contract, **Waiting Period** cannot be shorter than 180 days. 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 § 8 section. 2; maximum **Benefit Period** is specified in a **Policy** and cannot exceed 36 months.

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

7) **Flight travel** - boarding aircraft or staying onboard in order to participate in a 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 § 14 above.

8) **Policy** – a document confirming conclusion of **Agreement** to which these GTC are attached.

9) **Affection** – malfunctioning of any organ.

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

11) **Insured** - specified in a **Policy**, individual person being subject to an insurance cover, where within temporary total disability to perform **Insured Job**, **Insured** may only and exclusively be an individual person employed on the basis of employment contract, civil law contract, including managerial contract, or running one-person business on the basis tax revenue and expenditure ledger, and not employing any other person, unless a person employed by **Insured** does not generate income for him and does not assume obligations of **Insured** in case of his disability to perform **Insured Job**.

12) **Insured Income** - earned by **Insured** for performing **Insured Job**:

(a) in case of **Insured** who is employed on the basis of employment contract, civil law contract, managerial contract as well as 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 revenue in understanding of provisions of Personal Income Tax Act or Flat Income Tax on certain income earned by natural persons Act (depending on which of these Acts apply to **Insured** in a given period),

(b) in case of **Insured** running commercial business, production business or performing tangible services (construction, renovation, maintenance, installation, transport etc.) - total documented income in understanding of Personal Income Tax Act or Flat Income Tax on certain income earned by natural persons Act (depending on which of these Acts apply to **Insured** in a given period), 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 person employed by **Insured** or being his co-partner of sub-contractor,

(ii) VAT value,

(iii) income for rent (or similar contracts) of goods,

(iv) royalties or remuneration for an assignment or making available of copyrights or other intellectual property rights acquired,

(v) income for investing own capital.

13) **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, including an employment contract or civil law contract, **Insured Income** obtained by **Insured** for this agreement have to be cover with separate **Agreement** for an employment contract and separate **Agreement** for a civil law contract.

14) **Insurer** – specified in a **Policy**, Lloyd's Insurance Company SA Belgium.

15) Agreement:

- (a) these GTC, schedule of premium instalments payments, **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.

16) **Practicing Dangerous Activity** – practicing of a **Dangerous Activity** consisting on regular participation in trainings, in sports competitions, as well as participating in sports camps, conditioning camps; in order to improve skills and learn in a given **Dangerous Activity**.

17) **Tax Act** – Personal Income Tax act or Flat Income Tax on certain income earned by natural persons Act, depending on which of this Acts apply to **Insured** in a given period.

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

Definition of **Bodily Injury** includes also body harms being a result of hunger, thirst or exposure of **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 revealed at the date specified in a medical documentation during **Insurance Period**.

SECTION X. OPTIONAL CLAUSES

§ 24

Under the payment of additional premium scope of an 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 **Policy**.

Clause 1 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 the **Policy**.

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

SECTION XI. FINAL PROVISIONS

Tax from the Benefit under Agreement.

§ 25

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

Transfer of Rights and Obligations from the Agreement.

§ 26

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

Insurance Recourse.

§ 27

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

Obligation to Reimburse Beguiled Benefits.

§ 28

If any claim will be an attempt to beguile benefit by **Policyholder, Insurer** or any other person acting for and on behalf of them for a 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.

Sanction Limitation and Exclusion Clause

§ 29

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.