

**GENERAL CONDITIONS OF INSURANCE**  
**SIGNAL IDUNA SKI**

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**GENERAL PROVISIONS**

**§ 1**

1. Based on these General Conditions of Insurance, hereinafter referred to as GCI, SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A., hereinafter referred to as SIGNAL IDUNA Polska TU S.A., shall conclude insurance contracts with natural persons having their place of residence in the territory of the Republic of Poland as well as with foreigners staying in the territory of the Republic of Poland\* covering risks related with amateur skiing, water-skiing, windsurfing and kitesurfing.
  2. The insurance exists in variant **SKI RP** (Poland) and **SKI WORLD**. Each variant covers:
    - 1) Third party liability – 2 optional variants depending on the sum insured,
    - 2) Sports equipment.
  3. In agreement with the Policyholder additional provisions or ones differing from these GCI may be introduced to insurance contracts.
  4. The differing provisions referred to in item 3 shall be made in writing and attached to the insurance contract in full wording, otherwise null and void.
- \* People who reside outside of Poland and have bought a holiday from a Polish tour operator are covered by the general conditions of insurance.

**DEFINITIONS**

**§ 2**

1. **Expedition** – an organized travel aimed at the implementation of the assumed sport- or science-oriented tasks.
2. **Integral franchise** – a determined amount up to which SIGNAL IDUNA Polska TU S.A. shall not be held liable for losses.
3. **Deductible** – a value determined as a percentage by which the indemnity paid out by SIGNAL IDUNA Polska TU S.A. is reduced.
4. **Waiting period** – a period determined in these GCI during which, despite the contract being concluded, SIGNAL IDUNA Polska TU S.A. is not held liable for losses; the period of SIGNAL IDUNA Polska TU S.A.'s liability starts as of the end of such a waiting period. The premium charged by SIGNAL IDUNA Polska TU S.A. is calculated only for the period of its liability.
5. **Sudden disease** - morbid symptoms occurring suddenly and constituting a threat to the Insured's health or life, requiring immediate medical care, in consequence of which there is the need to undergo a treatment before the journey is ended.
6. **Personal accident** - a sudden event caused by external circumstances, in the consequence of which the Insured, irrespective of his or her will, suffered an injury, health disorder or died.
7. **Next of kin** – spouse, civil law spouse, children (also those adopted), brothers or sisters, parents.
8. **Third party** – any person who suffered a bodily injury or material loss in relation with the Insured practising sports covered by insurance.
9. **Robbery** - wilful taking of insured goods with the use or threat of immediate use of violence against the Insured or his/her next of kin or making the Insured unconscious or defenceless.
10. **Sports equipment:**
  - 1) Cross-country skis or downhill skis, ski bindings, ski poles and ski boots,
  - 2) Water skis,
  - 3) snow-board, snow-board bindings, snow – board boots,
  - 4) Windsurfing/ kitesurfing board – board, fin, rig (mast, boom, sail (kite), rigging (mast extension, harness lines, harness).
11. **Bodily injury** – a loss consisting in causing death, bodily injury or health disorder.
12. **Material loss** – a loss consisting in damaging, destroying or loss of a thing.
13. **Policyholder**- a natural, legal person or an organisational entity not having the status of a legal person concluding an insurance contract and responsible for paying the premium.
14. **Insured** – a natural person having his/her place of residence in the Republic of Poland as well as a foreigner staying in the territory of the Republic of Poland, for the benefit of whom an insurance contract is concluded.

15. **Practising record-seeking sports** – practising sports within sport sections or clubs or for profit as well as the participation in the travels to the places where extreme climatic or natural conditions prevail or in the expeditions.
16. **Loss event** – an event covered by the insurance contract in the consequence of which civil liability claims are likely to follow.

### **CONCLUSION OF INSURANCE CONTRACT**

#### **§ 3**

1. Insurance contract shall be concluded upon the Policyholder's application.
2. SIGNAL IDUNA Polska TU S.A. may condition conclusion of the contract on inspection of the sports equipment to be insured.
3. Insurance contract may cover both an individual and a group.
4. Group contracts shall apply where all participants of a travel event (trip) are covered by the same scope of insurance and where the same premium and sum insured apply to all participants.
5. The Policyholder shall attach a list of persons referred to in item 4 to the policy.
6. The Policyholder may conclude an insurance contract for the benefit of a third party (Insured).
7. SIGNAL IDUNA Polska TU S.A. shall confirm the conclusion of an insurance contract by an insurance document referred to as a policy.

### **INSURANCE PREMIUM**

#### **§ 4**

The insurance premium shall be determined depending on:

- 1) Variant of insurance,
- 2) Covering additional risks referred to in § 9.1.8 with insurance protection,
- 3) Sum insured,
- 4) Period of insurance,
- 5) Form of concluding insurance contract,
- 6) Insured's age (loading for persons over 65, discount for persons below 25),
- 7) Premium rates specified in the tariff binding as at the date of concluding insurance contract,
- 8) EUR exchange rate – premium rate is calculated in PLN according to the average EUR exchange rate announced by the NBP (National Bank of Poland) on the day preceding the date of concluding insurance contract.

### **INSURANCE PERIOD**

#### **§ 5**

1. SIGNAL IDUNA Polska TU S.A.'s liability shall commence the moment the Insured starts travelling but not earlier than the day (hour) of the policy issue and premium payment.
2. SIGNAL IDUNA Polska TU S.A.'s liability shall end the moment the Insured finishes travelling but not later than at the end of the day specified in the insurance contract - policy.  
If the person for the benefit of whom the insurance contract is concluded is abroad, SIGNAL IDUNA S.A.'s liability shall start 5 days after the date of premium payment (waiting period). The premium shall be collected by SIGNAL IDUNA Polska TU S.A. only for the period of protection.
3. Travel shall be deemed commenced the moment the Insured leaves home and ended the moment the Insured gets back home. The above applies to sports equipment insurance.
4. The third party liability insurance contract shall cover events which take place while practising sports covered by insurance contract.
5. The insurance period may only be extended before the period specified in the previous policy has expired and requires issuing a new policy.
6. The minimum period of insurance shall be 3 days.

## **TERMINATION OF INSURANCE CONTRACT**

### **§ 6**

1. If the insurance contract is concluded for a period exceeding 6 months, the Policyholder shall be entitled to withdraw from the insurance contract within 30 days from the date of concluding the contract or changing its conditions – for natural persons and within 7 days in the case of entrepreneurs. Withdrawal from the contract shall not release the Policyholder from the obligation to pay the premium for the time during which SIGNAL IDUNA Polska provided insurance protection.
2. Withdrawal from the contract within the deadline determined by statutory law shall not entail any handling charges.
3. The premium for the unused period of insurance shall be returned without deducting any handling charges.

## **SUBJECT OF INSURANCE**

### **§7**

1. The subject of insurance shall be:
  - 1) Sports equipment,
  - 2) Third party liability.
2. The insurance protection shall cover events taking place during the term of insurance contract.

### **I. INSURANCE OF SPORTS EQUIPMENT**

1. The insurance shall only cover one type of sports equipment specified in § 2.10 taken on the trip.
2. The insurance contract shall cover sports equipment only where:
  - 1) It is under the Insured's direct care,
  - 2) It is entrusted for transport with a professional carrier on the basis of a consignment note,
  - 3) It is left at left luggage upon receipt,
  - 4) It is left in an individual locker at a station or hotel,
  - 5) It is left in a locked room at the place where the Insured stays,
  - 6) It is left in a locked vehicle, provided that it is left in a locked boot or hatch,
  - 7) It is left in a locked cabin of a caravan or vessel.
3. SIGNAL IDUNA Polska TU S.A.'s insurance protection shall cover: loss of sports equipment being the subject of insurance contract or a drop in its value due to being damaged, destroyed or lost. SIGNAL IDUNA Polska TU S.A. shall only be liable for losses resulting from:
  - 1) An accident or disaster of a means of transport,
  - 2) The Insured's personal accident or sudden disease,
  - 3) Burglary to the premises referred to in § 7.I.2,
  - 4) Documented robbery – regardless of where it occurred.
4. The Insured shall also abide by the provisions aiming at preventing occurrence of losses, including without limitation applying due diligence in protecting property.

### **II. THIRD PARTY LIABILITY INSURANCE**

1. SIGNAL IDUNA Polska TU S.A. shall provide insurance protection in the field of civil law claims if a third party suffers bodily injury or material loss as a result of a loss event being a consequence of practising sports covered by the insurance contract.
2. Within its liability SIGNAL IDUNA Polska TU S.A. shall:
  - 1) Examine the grounds for claims against the Insured,
  - 2) Cover costs of considerations of experts appointed upon SIGNAL IDUNA Polska TU S.A.'s consent in order to determine circumstances or extent of loss,
  - 3) Reimburse necessary costs justified by the circumstances of a given accident aiming at preventing an increase of loss,
  - 4) Cover necessary legal expenses related with claims of third party in case of litigation held upon order or consent of SIGNAL IDUNA Polska TU S.A.,

- 5) Pay out indemnity which the Insured is obliged to pay to the injured person under risks specified in the insurance contract based on recognition issued or approved by SIGNAL IDUNA Polska TU S.A., a compromise concluded or approved by SIGNAL IDUNA Polska TU S.A. or a court judgment.

#### **SUM INSURED**

##### **§8**

1. The sum insured shall be the ceiling of SIGNAL IDUNA Polska TU S.A.'s liability and shall be:
  - 1) For third party liability insurance:  
**Variant I**
    - a) For material losses – **EUR 2,500**
    - b) For bodily injuries – **EUR 5,000**  
**Variant II**
    - a) For material losses – **EUR 5,000**
    - b) For bodily injuries – **EUR 10,000**
  - 2) For sports equipment
    - a) Specified in § 2.10.1-4 – **PLN 3,000.**
2. The sum insured specified in the tariff for sports equipment may be increased up to the value indicated by the Insured person (by PLN 2,000 maximum), upon payment of additional premium. The fact of increasing the sum insured for sports equipment shall be reflected in the insurance document – policy.
3. The sum insured determined by the Policyholder should reflect the market value of sports equipment.
4. In order to determine the sum insured in PLN, the average exchange rate of EUR announced by NBP and binding as at the day preceding the date of concluding insurance contract shall be used.

#### **LIMITATIONS OF LIABILITY**

##### **§9**

1. SIGNAL IDUNA Polska TU S.A.'s insurance protection shall not cover liability for:
  - 1) Losses inflicted on the Insured's next of kin,
  - 2) Losses inflicted deliberately or as a result of gross negligence of the Insured, persons for whom he/she is responsible or members of his/her family,
  - 3) Losses which occurred after the Insured consumed alcohol, took drugs or other intoxicants having similar influence,
  - 4) Losses resulting from cash, jewellery, securities or any type of documents being lost or stolen,
  - 5) Losses inflicted on the environment,
  - 6) Losses resulting from hostilities (martial law), state of emergency, acts of terror, acts of sabotage and the Insured's participation in disturbances, riots or scuffles,
  - 7) Losses resulting from infringement of provisions of law or administrative provisions,
  - 8) Losses resulting from practicing sports professionally or taking part in competitions, races, shows and sports trainings unless additional premium has been paid.
2. An Insured who had medical contraindications to practice a sport covered by insurance shall not be entitled to file claims under the insurance contract.
3. SIGNAL IDUNA Polska TU S.A. shall not be liable for losses resulting from manufacturing flaws or from normal wear and tear of sports equipment.
4. Integral franchise amounting to EUR 20 shall apply to all losses in all risk groups.

#### **PROCEDURE IN CASE OF LOSS**

##### **§10**

- 1) The Insured shall be obliged to notify SIGNAL IDUNA Polska TU S.A. of occurrence of a loss immediately, but not later than within 7 days of the date of obtaining information thereof or coming back to the country.
- 2) Where the Insured has obtained information about preparatory proceedings being instituted against him/her or about a legal action being taken, he/she shall be obliged to notify SIGNAL IDUNA Polska TU S.A. thereof immediately, even if he/she has reported occurrence of a loss event.

- 3) The Insured shall be obliged to take all available measures aiming at reduction of loss and preventing its increase. He/she shall also be obliged to enable SIGNAL IDUNA Polska TU S.A. to take necessary actions aiming at determining the circumstances of loss as well as the grounds for and amount of claim.
- 4) The Insured shall be obliged to grant powers of attorney necessary to conduct indemnity matters, including warrant of attorney, if an injured party has taken legal action against the Insured person. The above shall not release the Insured from the obligation to raise objection or lodge appeal on time, reacting to reminders or decisions of administration bodies.
- 5) If the Insured has reported a claim, he/she shall not be entitled to take actions aiming at recognizing or satisfying claims or making compromise with the injured person unless SIGNAL IDUNA Polska TU S.A. consents to it. Where the above provision is infringed, SIGNAL IDUNA Polska TU S.A. shall be released from its obligations unless the Insured could not have acted in a different way taking the circumstances into consideration.
- 6) Furthermore, in the case of a loss in sports equipment, the Insured shall be obliged to:
  - 1) Notify the police of any case of burglary, robbery or sports equipment getting lost during a loss event or rescue action and obtain written confirmation of the fact (protocol) including a list of lost objects (type, number) as well as their value and identification features (make, model, serial number, colour, distinguishing characteristics),
  - 2) Notify the carrier or hotel, pension house, camping manager etc. on any occurrence of loss which occurred at a public means of transport or at the place of stay and obtain written confirmation of such notification with specification of lost objects (type, number) as well as their value and identification features,
  - 3) Submit a list of damaged or lost objects specifying their value, purchase year, identification features and all documents and explanations etc. concerning the circumstances, nature and extent of loss,
  - 4) Submit medical certificate (diagnose) on granted medical assistance in relation with a personal accident or sudden disease,
  - 5) Deliver damaged equipment upon request of SIGNAL IDUNA Polska TU S.A.

## **DETERMINATION AND PAYMENT OF INDEMNITY**

### **§ 11**

1. Within 7 days of the date of obtaining notification about a loss event covered by insurance protection, SIGNAL IDUNA Polska TU S.A. shall inform the Policyholder and the Insured thereof, carry out proceedings concerning the actual status of the event, grounds for filed claims and amount of indemnity, and shall inform the Policyholder, the Insured or the Beneficiary under the insurance contract in writing or electronically about documents necessary to determine the indemnity.
2. Determining the grounds for and the amount of indemnity shall be based on proofs provided by the Insured or by the Beneficiary; however SIGNAL IDUNA Polska TU S.A. shall be entitled to verify them and consult experts.
3. If the Insured fails to fulfil any of the duties referred to in § 10 as a result of intentional fault or through gross negligence, SIGNAL IDUNA Polska TU S.A. shall be entitled to reduce the payment of indemnity accordingly if such infringement resulted in increase of loss or made it impossible to determine the circumstances and results of an insurance event.
4. Under the insurance contract SIGNAL IDUNA Polska TU S.A. shall pay out indemnities corresponding with the amount of loss and up to the amount of the sum insured specified in the policy.
5. In the case of third party liability insurance contract the sum of guarantee specified in the policy shall be the ceiling of SIGNAL IDUNA Polska TU S.A.'s liability for each loss event, regardless of the number of injured persons.
6. A 5% deductible shall be deducted from each indemnity paid out to the insured in relation with each loss.
7. Indemnities under concluded contracts shall be paid out in PLN. The expenses incurred in foreign currencies shall be translated into PLN according to the average exchange rate determined by the Chairman of the National Bank of Poland and binding as at the date of calculating indemnity.
8. If the same subject of insurance is insured against the same risk by two or more insurance companies for sums insured which in total exceed its insurance value, each of the insurance companies shall be

liable mutually up to the amount of loss in such a ratio as the sum insured accepted by it remains to the total of the sums insured resulting from such double or multiple insurance.

#### **§ 12**

1. SIGNAL IDUNA Polska TU S.A. shall pay out indemnity within 30 days of reporting the claim.
2. If it is impossible to clarify the circumstances necessary to determine the liability or the amount of liability of SIGNAL IDUNA Polska within the time limit specified in item 1, the indemnity shall be paid within 14 days of the date on which, applying due diligence, the circumstances are explained. However, the unquestionable part of indemnity shall be paid by SIGNAL IDUNA Polska within the time limit specified in item 1.
3. If the payment is not justified, SIGNAL IDUNA Polska TU S.A. shall notify the Insured thereof in writing as specified in item 1 indicating the circumstances and legal grounds justifying the refusal of indemnity payment.
4. SIGNAL IDUNA Polska TU S.A. shall notify the Insured of the amount of granted indemnity in writing.

#### **§ 13**

1. Where stolen or damaged sports equipment is recovered, the Insured shall be obliged to notify SIGNAL IDUNA Polska TU S.A. thereof immediately.
2. Indemnities paid out for such equipment shall be returned. Upon SIGNAL IDUNA Polska TU S.A.'s consent the returned indemnities may be reduced by the value of damage and faults found with the recovered articles.

### **WAY OF EXAMINING APPEALS, COMPLAINTS AND REQUESTS**

#### **§ 14**

1. The Beneficiary shall be entitled to appeal from SIGNAL IDUNA's decision concerning the scope of granted benefit or refusal to grant one to the Management Board of SIGNAL IDUNA Polska TU S.A.
2. The appeals shall be examined within 30 days of the receipt thereof.
3. Furthermore, in case of matters other than the ones referred to in item 1, the Policyholder or the Insured may file complaints with SIGNAL IDUNA.
4. The complaints shall be examined within 30 days of the receipt thereof and the person who files one shall be notified of the result without delay.
5. The contents of a letter shall be the basis for qualifying it as an appeal or a complaint.
6. An action for claims under an insurance contract may be brought either on the basis of the general provisions or before a court competent for the place of residence or registered seat of the Policyholder or the Insured.

### **RECOURSE CLAIMS**

#### **§ 15**

1. As of the date of indemnity payment the Insured's claims against a third party responsible for loss by virtue of law pass on SIGNAL IDUNA Polska TU S.A. up to the amount of indemnity.
2. Should SIGNAL IDUNA Polska TU S.A. cover a part of loss only, the Insured's claims shall have precedence over SIGNAL IDUNA Polska TU S.A.'s.
3. The Insured's claims against persons with whom the Insured lives in one household shall not pass on SIGNAL IDUNA Polska TU S.A., unless the loss was inflicted intentionally.
4. If the Insured waives his/her claims against a third party responsible for a loss or limits them without SIGNAL IDUNA Polska TU S.A.'s consent, SIGNAL IDUNA Polska TU S.A. may refuse to pay out indemnity or reduce it.

5. If the waiver or limitation or claims is revealed after indemnity has been paid out, SIGNAL IDUNA Polska TU S.A. may demand from the Insured a return of the entire amount or a part of paid indemnity.

## **FINAL PROVISIONS**

### **§ 16**

1. Any notifications and representations of the Insured, Policyholder, Beneficiary and person filing a claim in relation with the insurance contract should be submitted in writing upon receipt or sent by registered mail.
2. If the Insured, Policyholder, Beneficiary or person filing a claim changes his/her/its address or registered seat and fails to notify SIGNAL IDUNA Polska TU S.A. thereof, it shall be deemed that SIGNAL IDUNA Polska TU S.A. has fulfilled its duty of notification or representation if a letter is sent to the last known address of the Insured. If the Insurer changes address or registered seat and fails to notify the Policyholder and Insured persons thereof, it is deemed that the Policyholder and Insured person have fulfilled their duty of notification or representation if the letter is sent to the last known address of the Insurer.
3. The provisions of the Civil Code and the Act on Insurance Activity dated 22<sup>nd</sup> May 2003 (Official Journal Dz.U. no 124, item 1151 dated 16<sup>th</sup> July 2003) shall apply to matters not regulated by these GCI.
4. These GCI were approved by a resolution of the Management Board of SIGNAL IDUNA Polska Towarzystwo Ubezpieczeń S.A. no 52/Z/2007 dated 7<sup>th</sup> September 2007 and shall apply to insurance contracts concluded as of 1<sup>st</sup> October 2007.

President of the Management Board  
Alojzy Choda

Vice President of the Management Board  
Leszek Gierada