

# GENERAL TERMS AND CONDITIONS FOR HEALTH INSURANCE INTER VISION

## §1 General provisions

1. Pursuant to these General Terms and Conditions for medical insurance INTER VISION, further referred to as the General Conditions, the Towarzystwo Ubezpieczeń INTER Polska Spółka Akcyjna with seat in Warsaw, further referred to as INTER Polska, concludes contracts for illness insurance (insurance from section II group 2) according to the Act on insurance business of May 22, 2003 (uniform text: (Journal of Laws of 2003, no. 124, item 1151, as amended), with individuals, legal persons and entities without legal personality, for the benefit of individuals.
2. All additional provisions, or provisions different from those contained in these General Conditions must be made in writing, otherwise being null and void.

## §2 Definitions

The terms used in the General Conditions shall have the meaning specified below:

1. **illness** – a condition threatening the health or life of the Insured, requiring medical assistance, and excluding congenital defects or physical or mental anomalies,
2. **date of accession** – the date specified on the Policy, annex to the policy or the insurance certificate,
3. **declaration** – an INTER Polska form, constituting an integral part of the insurance contract, on which the Insured expresses his/her approval to be covered under group insurance,
4. **grace period** – temporary limitation of INTER Polska liability,
5. **insurance card** – a card issued by INTER Polska, authorizing its holder to use medical services with contracted service providers, valid only with a current photo ID confirming the identity of the Insured,
6. **doctor** – medical doctor or dentist with a current license to practice medicine in Poland, performing the profession within the scope of his/her qualifications and licenses,
7. **accident** - a sudden event with an external cause, which occurred during the period of INTER Polska liability, as a result of which the Insured, irrespective of his/her will, suffered a permanent bodily injury causing a disturbance of health or death. A heart attack and brain stroke, nor any other diseases, including diseases with sudden onset, shall not be considered accidents,
8. **risk assessment** – a procedure applied by INTER Polska, meant to establish the possibility and terms for providing insurance coverage as at the day of concluding the insurance contract or prolonging it for a subsequent insurance year, subject to provisions of § 21,
9. **contracted service provider** – a specialist doctor or a healthcare entity with which INTER Polska concluded a contract to provide medical services under the INTER VISION health insurance,
10. **start of insurance** – the day marked on the policy,
11. **Insurance policy** – the document confirming the conclusion of insurance contract,
12. **policy anniversary** – every anniversary of the commencement of insurance contract,
13. **insurance year** – 12 subsequent months of the insurance contract's duration, starting from the start of insurance or from policy anniversary,
14. **high-risk sports** – alpinism, ballooning, aviation, scuba diving, bungee jumping, parachute jumping, gliding, car and motorcycle racing, rafting or other water sports on mountain rivers, motor and motorboat sports, airborne sports, martial arts, boxing, mountain climbing, rock climbing, speleology, hunting, horse riding, ice hockey, bobsleighs, lugeing, ski jumping, off-piste skiing and off-piste snowboarding, American football, driving all-terrain vehicles, rugby, participation in survival expeditions or expeditions to locations requiring the use of security equipment,
15. **hospital** – a public or non-public healthcare entity being a closed healthcare institution, under permanent medical management, having the appropriate diagnostic and treatment capacities, keeping medical records, and providing medical services according to the rules of the medical profession.  
A hospital is not a nursing home or centres for mentally ill patients, hospices, rehab centres, rehabilitation or convalescence centres, sanatoriums and rest centres,
16. **medical service** – a medical procedure necessary from the medical standpoint, performed for the Insured during treatment or preventive actions,
17. **benefit** – coverage or refund of costs of a medical service provided during the period of INTER Polska liability or a financial benefit,
18. **insurance certificate** – document confirming coverage for the Insured provided under group insurance,
19. **Policyholder** – an individual, legal entity or an organizational entity without legal personality, who concluded the insurance contract,
20. **group insurance** – a contract or multiple contracts of insurance, concluded for the benefit of a group of third

parties, defined on the basis of a uniform criterion in agreement with INTER Polska,

21. **individual insurance** – insurance contract concluded for own benefit, for family members or designated third parties,
22. **the Insured** – the person for whose benefit the insurance contract was concluded,
23. **the insurance contract** – the contract concluded between INTER Polska and the Policyholder on the basis of these General Conditions,
24. **age** – difference between the current year and the year of birth,
25. **application** – an INTER Polska form, constituting an integral part of the insurance contract, on which the Policyholder expresses the will to conclude an insurance contract; in addition, under individual insurance the Insured expresses his/consent to be covered by insurance
26. **competitive or professional practice of sport** – practice of sports in sports associations, sections, organized groups, clubs, sports teams, organizations and associations of sports and physical culture, and also – with relation to participation in the said organizations – participation in competitions and sports events, competitions, training, training and fitness camps,
27. **specification of medical services** – a list specifying the medical services covered by the insurance contract,
28. **insurance event** – a diagnostic and treatment process of the Insured, comprising one or more medical services. The insurance event commences with the start of treatment, and ends when, according to a doctor's opinion, there is no need for further treatment. If there is the need to provide a medical service associated with an illness which does not have a cause-and-effect relationship to the treatment so far, a new insurance event arises.

### § 3. Subject and scope of insurance

1. The object of insurance are the costs of medical services and other benefits covered by the insurance contract, provided to the Insured during the period of INTER Polska liability.
2. The scope of coverage is defined on the basis of the insurance contract, the General Conditions and Special Insurance Terms, the Specification of medical services and appendices.

### §4 Territorial scope of insurance coverage

On the basis of the concluded contract for health insurance INTER VISION, INTER Polska provides insurance coverage within the territory of Poland.

### §5 Limitations of INTER Polska liability

1. INTER Polska shall not cover the costs of medical services and shall not pay other benefits in the case of illnesses whose symptoms occurred or had been treated before the conclusion of insurance contract, if they had not been reported to INTER Polska before the conclusion of the insurance contract, and INTER Polska clearly asked about them in the application form or in other letters.
2. INTER Polska shall not cover the costs of medical services and shall not pay other benefits provided in the case of illnesses, including their consequences, which arose:
  - a) as a result of acts of terrorism, war hostilities, active participation in domestic disturbances, riots, strikes, lockouts or other fights, as well as during military service,
  - b) as a result of epidemics declared by the authorized bodies of state administration, contaminations or natural disasters,
  - c) as a result of action of nuclear energy, radioactive radiation and electromagnetic field in a scope harmful to humans,
  - d) due to wilful action or gross negligence, including self-mutilation and suicide attempts, criminal activities, under the influence of alcohol, drugs or other intoxicants,
  - e) as the result of mental diseases,;
  - f) as a result of competitive or professional practice of sports,
  - g) as a result of practice of high-risk sports,
  - h) as a result of the Insured driving a vehicle, an aircraft or a watercraft without the required licenses or under a breach of the applicable regulations, or driving vehicles not allowed on public roads under the applicable provisions of the law.
3. INTER Polska shall not cover the costs of medical services and shall not pay other benefits in the case of:
  - a) the application of scientifically unrecognized methods of diagnosis and treatment, and use of drugs not allowed for use in Poland,
  - b) sanatorium and spa treatment, rehabilitation stays,
  - c) stays in a nursing home or other treatment & care or treatment & nursing institution, where the Insured stays for medical, family or social reasons,
  - d) infection with the HIV virus,
  - e) treatment and consequences of acquired immunodeficiency syndrome (AIDS),
  - f) alcohol disease,
  - g) diagnosing and treatment of infertility,
  - h) treatment in the field of aesthetic medicine, cosmetology,

- i) treatment in the field of plastic surgery, unless it is justified from medical standpoint,
  - j) poisoning caused by consumption of alcohol, use of narcotics and other substances considered illegal, intoxicating substances, consumption of pharmaceuticals not prescribed by a doctor, or exceeding the dosage of medicine generally used for treatment purposes,
  - k) rehab treatment (including rehab and detoxication procedures), together with rehab therapy,
  - l) treatment performed by relatives (spouse, parents, siblings or children),
  - m) the Insured not making all efforts to return to good health, in particular if the Insured does not subordinate him/herself and fulfil all recommendations of doctors.
- 4. If the medical service provided to the Insured extends beyond the scope necessary from the medical standpoint, INTER Polska may reduce the benefit accordingly.
  - 5. INTER Polska shall not be liable for medical services performed in situations of threat to life, requiring emergency action, and specifically services constituting part of emergency medical assistance, provided by emergency teams (emergency ambulances, response vehicles).
  - 6. INTER Polska shall not be liable for insurance events resulting from:
    - a) medical errors,
    - b) errors resulting from improper maintenance of medical records,
    - c) the participation of medical personnel in strikes and protest actions, specifically entailing the non-provision of medical services.
  - 7. INTER Polska shall not cover the costs of medical services provided under inpatient care, if the hospital stay lasted more than 24 hours.
  - 8. INTER Polska shall not cover the costs of medical services if the Policyholder/the Insured embezzled or attempted to embezzle the benefit.

## **§6 Capacity for insurance**

- 1. The insurance contract may be concluded for individuals with Polish citizenship and permanent residence in Poland, and for citizens of other nationalities having the temporary or permanent residence card.
- 2. The insurance contract may cover persons who are less than 60 years old.
- 3. Persons who are under 6 years old can be covered by insurance contract only together with their parent or legal guardian.

## **§7 Conclusion of insurance contract**

- 1. The insurance contract is concluded on the basis of a properly completed application form.
- 2. In order to conclude a group insurance contract, the Policyholder is obliged to present INTER Polska also the declarations of consent, completed and signed by all the Insured.
- 3. The Policyholder / the Insured shall be obliged to provide, upon the request of INTER Polska, additional information or documents necessary for risk assessment.
- 4. INTER Polska may obtain from entities, which treated the person for whose benefit the insurance contract is to be concluded, information on that person's health condition and circumstances associated with assessment of insurance risk and verification of data provided by that person, with the exception of results of genetic tests. A doctor authorized by INTER Polska submits the request for provision of information referred to in the preceding sentence. Such request for information requires the written consent of the Insured, granted on the application or declaration.
- 5. INTER Polska reserves the right to reject the application, or to apply special provisions of the contract (e.g. premium increase for risk, additional exclusions of liability).
- 6. INTER Polska is obliged to make the decision on acceptance or rejection of the application, or on further negotiation of provisions of the contract not later than within 30 days from the date of receipt of the application and all the required information. If the application is accepted, INTER Polska shall deliver the insurance policy to the Policyholder. In the case of the will for further negotiations of insurance terms, INTER Polska shall inform the Policyholder of its decision in writing, pointing out the proposed amendments to the terms, and shall set the Policyholder a 7-day period for his written approval or objection for these amendments. Lack of a written acceptance means an objection of the Policyholder. In such case, the insurance contract is deemed to be not concluded.
- 7. In case of doubts, the insurance contract shall be deemed concluded at the moment INTER Polska delivers the insurance policy to the Policyholder, unless in response to the insurance application INTER Polska delivered the Policyholder a policy that contains provisions which differ from the contents of the Policyholder's application to the Policyholder's disadvantage. In such case, INTER Polska shall be obliged to point this out to the Policyholder in writing when delivering the insurance policy and to set at least a 7-days deadline for the Policyholder to lodge objections. If INTER Polska does not comply with that obligation, the changes introduced to the disadvantage of the Policyholder shall be ineffective, and the insurance contract is concluded pursuant to the terms of the application.

8. In the case of group insurance, the confirmation that the Insured is covered by insurance is the insurance certificate, issued by INTER Polska.
9. After the conclusion of insurance contract, the Insured receives the insurance card.

#### **§8 Duration of the insurance contract**

1. The insurance contract is concluded for the period of one insurance year.
2. The insurance contract shall be deemed extended for a subsequent insurance year, if it is not terminated pursuant to § 18 sections 3 and 4 and subject to provisions of § 21.
3. If none of the parties submitted the statement referred to in section 2, the insurance contract shall be extended for a subsequent insurance year, under terms specified in § 21.
4. The insurance contract expires with the death of the Policyholder or his declaration of bankruptcy. The Insured persons are entitled to continue their insurance contract upon designating the future Policyholder. The relevant statement should be filed within two months from the death of the Policyholder or his declaration of bankruptcy.

#### **§9 Duration of insurance coverage**

1. The insurance coverage with relation to the Insured commences from the date of accession, subject to provisions of § 11.
2. Insurance coverage with respect to the Insured expires:
  - a) on the day of termination or dissolution of the insurance contract pursuant to § 18,
  - b) on the day of death of the Insured,
  - c) under individual insurance - on the last day of the insurance year in which the 65th anniversary of the Insured's birthday occurs,
  - d) under group insurance - on the last day of the month during which the Policyholder indicated the given Insured as person withdrawing from insurance.
2. If an Insured withdraws from insurance, his/her re-accession to insurance under the same insurance contract shall be possible upon the lapse of at least 6 months counted from the last day of coverage, unless INTER Polska decides otherwise.
3. Insurance events that occurred after the conclusion of the insurance contract are excluded from INTER Polska liability only in the part which falls during the period before the start of insurance and before the end of grace period.
4. Insurance coverage ends, with respect to insurance events which did not end during the insurance period, at the time of terminating the insurance contract pursuant to § 18.

#### **§10 Amendment to insurance contract terms**

1. Amendment to insurance contract terms is possible on the anniversary of policy, subject to provisions of section 2.
2. The Policyholder is entitled to change the insurance option to a lower one not earlier than on the second anniversary of the policy, and not more frequently than once every two years.
3. INTER Polska amends the insurance contract terms at the written application of the Policyholder, which shall be examined according to §7 of these General Conditions, and which should be delivered to INTER Polska at the latest at 30 days before the policy anniversary.
4. Amendment of insurance contract terms shall be effective from the date stated in the insurance contract or the insurance certificate.

#### **§11 Grace period**

1. The grace period is applied to individual insurance, unless the insurance contract provides otherwise.
2. Grace period is not applied to group insurance, unless the provisions of insurance contract provide otherwise.
3. Grace period is calculated from the date of accession to insurance.
4. The general grace period with respect to insurance benefits is set at 3 months.
5. The general grace period is not applied if the Policyholder pays the one-time premium defined in the tariff and payable together with the first premium, according to § 12 section 5.
6. The general grace period is not applied in the case of need to provide a health benefit tied to an accident, with the reservation that costs of these benefits are refunded only on the basis of a bill, pursuant to § 13 sections 5-10.
7. Special grace period with respect to benefits provided with relation to pregnancy and childbirth, dental, orthodontic or prosthetic treatment is set at 8 months.
8. If the insurance contract is amended, pursuant to § 10, the grace period with respect to extended scope of insurance coverage is applied accordingly as under items 1-7 of this paragraph.

#### **§12 Premium**

1. Premium for individual insurance results from the tariff applied by INTER Polska on the day of concluding the insurance contract, in line with the age of the Insured and with the risk assessment.
2. Premium for group insurance is determined on the day of concluding the insurance contract, on the basis of features of the group, specifically its age structure and size, and on the basis of risk assessment.



3. Change of premium amount at the policy anniversary results from the move to a different age group and/or risk assessment.
4. The premium is paid at dates and with frequency specified in the policy.
5. The premium is paid annually, or in installments: monthly, quarterly or semi-annually.
6. The premium is paid by bank transfer, into a bank account specified by INTER Polska.
7. The premium or the installments is deemed paid on the day on which it was posted in the appropriate bank account of INTER Polska, in the full amount resulting from insurance contract.
8. If INTER Polska is liable before the payment of the first premium or first installment, and the premium or first installment was not paid on time, INTER Polska may terminate the insurance contract with immediate effect and demand payment for the period for which it was liable. In the case of lack of termination of insurance contract, the contract shall expire at the end of the period for which the unpaid premium is due.
9. If the Policyholder did not pay the premium or the premium instalment within the time specified in section 5, INTER Polska calls the Policyholder to pay the premium or the premium instalment, setting an additional 7 days' deadline for payment, starting from the date of receiving the call for payment. Non-payment of premium or the premium instalment within the additional deadline shall cause expiry of INTER Polska liability, which shall be tantamount to termination of the insurance contract. The call specifies consequences of non-payment of premium within the additional deadline.
10. In the case of premium arrears, all sums remitted by the Policyholder are allocated first to cover the most overdue arrears.
11. If the insurance contract expires before the end of period for which it was concluded, the Policyholder shall be entitled to refund of premium for the unused coverage period.

### §13 Performance of services

1. The Insured may use health services at the contracted service providers or at medical care centers other than the contracted service providers, or with persons holding current license to practice medical professions in Poland, including: doctors, nurses, physical therapists.
2. The rules for performance of the individual services are set out in the Special Conditions for Insurance.
3. Contracted service providers deliver the selected health benefits on a non-cash basis. In this case costs of health services are settled between medical centre and INTER Polska. INTER Polska reserves the right to change the list of contracted service providers in the course of contract duration. The list of contracted healthcare providers is available at [www.interpolska.pl](http://www.interpolska.pl).
4. The Insured, using medical services at the contracted service providers, shall be obliged each time to present his/her insurance card together with a photo ID.
5. In a case other than referred to in section 3, INTER Polska shall refund the incurred costs of medical services up to the amount specified in the list of medical services, on the basis of a written claim report presented on the INTER Polska form with the required appendices. The appendices include originals of receipts / invoices and other documents necessary to perform the benefit.
6. The receipts must contain: first and last name, and the current address of the Insured for whom the medical service was performed, date and full name of the performed service together with its unit price, the stamp of the medical care centre and signature of person authorized to issue the receipt. Name of the medical service, referred to above, should clearly identify the provided medical service, in line with the Specification of medical services.
7. If the Policyholder is in arrears in insurance premiums for coverage provided for the Insured, INTER Polska may reduce the benefit to which the Insured is entitled by the amount of premium arrears, provided that the Insured is the Policyholder.
8. The Policyholder / the Insured shall be obliged to provide INTER Polska all additional information necessary to establish the circumstances associated with the insurance event.
9. INTER Polska pays the benefit by bank transfer, in Polish zloty, in the territory of the Republic of Poland, within 30 days starting from the day of receipt of claim notification.
10. If during the time specified above it is not possible to clarify all circumstances needed to establish the liability of INTER Polska or the amount of benefit, the benefit shall be delivered within 14 days from clarification of these circumstances. INTER Polska is obliged to deliver the unquestioned part of the benefit within 30 days from receiving claim notification.
11. Claims tied to benefits may not be assigned or pledged, with the exception of financial claims.
12. If the Insured received a benefit that was not due, or which exceeded the scope of coverage, INTER Polska may demand a refund of these benefit's value from the Insured.
13. INTER Polska may request the entities which treated the Insured to provide medical documentation on the Insured's health condition and circumstances associated with determination of the right to benefit under the insurance contract, with the exception of genetic tests results. A doctor authorized by INTER Polska submits the request for provision of information referred to in the

preceding sentence. Such request for information requires the written consent of the Insured, granted on the application or declaration.

#### **§14 Obligations of the Policyholder/ the Insured**

1. The Policyholder / the Insured is obliged to inform INTER Polska of all circumstances known to him/her about which INTER Polska asked in the application form or in other correspondence preceding the conclusion of the insurance contract.
2. The Policyholder / the Insured shall be obliged to report to INTER Polska changes to the circumstances of which he/she informed in the application form or in other correspondence.
3. The Insured makes an obligation to undergo, upon the request of INTER Polska, medical tests (with the exception of genetic tests) to be performed by a doctor designated by INTER Polska and at the expense of INTER Polska, for the purpose of assessment of risk, determination of right to benefit and the amount of that benefit.
4. The Policyholder shall be obliged to pay premium within the time specified in the insurance contract.
5. The Insured shall be obliged to use the insurance card only according to its designated purpose, and to not make it available to third parties. The Insured shall be obliged to cease the use of the insurance card when insurance coverage expires.
6. The Policyholder shall be obliged to provide INTER Polska with a list of persons acceding to insurance and withdrawing from insurance, as well as the declarations and other documents indicated by INTER Polska, not later than by the 20th day of the month preceding a subsequent monthly insurance period.

#### **§15 Consequences of breach of obligations**

1. If the Policyholder / the Insured fails to fulfil the obligations set forth in § 14 sections 1 and 2:
  - a) INTER Polska shall not be liable for the consequences of circumstances which were not communicated to it, under breach of the provision quoted above,
  - b) INTER Polska may demand the refund of the costs of benefits delivered under performance of the insurance contract.
2. In case of revealing circumstances which cause a significant change in the probability of insurance event, each of the parties may demand an appropriate adjustment of the premium amount, starting from the time when this circumstance occurred, but not earlier than from the start of the current insurance period. If such request is put forth, the other party may, within 14 days, terminate the contract with immediate effect.

3. If the Policyholder does not fulfill the obligation specified in § 14 section 6, the amendments reported by the Policyholder shall be effective from the start of the following monthly insurance period.

#### **§16 Limitation of claims**

Claims under insurance contract become limited after 3 years from the date of performance of the medical service. The course of limitation of claims towards INTER Polska, for a benefit under the insurance contract, shall be interrupted by reporting that claim to INTER Polska or by reporting a covered event. Course of limitation of claims commences anew from the day on which the person reporting the claim or event received a written statement of INTER Polska on the granting or refusal of the benefit.

#### **§ 17 Procedure in the case of complaints and grievances**

The Policyholder and the Insured are entitled to file written complaints and grievances to the Management Board of INTER Polska SA. Complaints and grievances are examined within 30 days from their receipt by the Management Board of INTER Polska SA.

#### **§18 Notice of termination and termination of the insurance contract**

1. The Policyholder may withdraw from the insurance contract within 30 days (in the case of an individual) or within 7 days (in the case of an entrepreneur) from the date of its conclusion.
2. Withdrawal from the contract does not relieve the Policyholder from the obligation to pay premium for the period during which INTER Polska provided insurance coverage.
3. Each of the parties is entitled to express its lack of will to continue the insurance contract for the subsequent insurance year. The above mentioned declaration should be submitted to the other party in writing, at the latest at 30 days before policy anniversary. The Policyholder may additionally terminate the insurance contract in the case and within the time referred to in § 21.
4. If INTER Polska amends the General Conditions, or changes the levels of insurance premiums pursuant to provisions of § 21, the Policyholder may give notice of insurance contract termination with respect to those Insured to whom these changes apply, within 30 days of receiving information of the changes, effective as at the start day for validity of these changes. If the Policyholder does not object to the proposed new terms, the contract shall be deemed extended under the new terms for the subsequent insurance year.
5. If in the case of an insurance contract covering more than one Insured there are premises to change the premium

level pursuant to § 15 section 2, then the performance of the said rights may be limited to those persons only.

6. In case of termination of or withdrawal from the contract, the contract may be concluded upon the lapse of at least 6 months, starting from the last day of coverage, unless INTER Polska decides otherwise.
7. The insurance contract may be terminated by INTER Polska with effect at the end of the month for important reasons, and specifically if:
  - a) the Policyholder / the Insured did not inform INTER Polska of all circumstances known to him/her about which INTER Polska asked in the application form or in other correspondence preceding the conclusion of the insurance contract,
  - b) the Insured did not use the insurance card according to its designated purpose, and specifically, if the Insured made the card available to third parties,
  - c) the Policyholder / the Insured embezzled, or attempted to embezzle, the benefit.

#### §19 Declarations of will

1. Notices and statements of the Policyholder / the Insured, made with relation to the insurance contract, should be made in writing with receipt of delivery, or sent by registered post.
2. The Parties and the Insured are obliged to inform each other of all address changes.

#### §20 Court of competent jurisdiction

An action for claims resulting from the insurance contract may be instituted on the basis of general provisions, or at the court appropriate for the place of residence or business of the Policyholder, the Insured or the beneficiary under the insurance contract.

#### §21 Amendments to the general conditions insurance and changes of premium

The General Conditions and amounts of premium may be changed by INTER Polska effective as at the subsequent policy anniversary, provided that:

1. INTER Polska informed the Policyholder of the amendments and presented them in writing, at least 30 days before the policy anniversary,
2. the Policyholder did not give notice of termination of the insurance contract until the subsequent anniversary of the policy from which the changes are supposed to become effective.

#### §22 Closing provisions

The insurance contract shall be governed by provisions of the Polish law, in particular of the Civil Code and acts regulating the insurance business.

#### §23 Approval and coming into force of these General Conditions

1. These General Conditions insurance have been approved by Resolution no. 40/2009 of the INTER Polska SA Management Board, dated September 24, 2009 and changed by the the Managing Board of TU INTER Polska S.A. with the Resolution 61/2012 of November 29, 2012, and changed by the the Managing Board of TU INTER Polska S.A. with the Resolution 35/2013 of July 23, 2013.
2. These General Conditions insurance come into force on September 01, 2013 and shall apply to insurance contracts concluded starting from September 01, 2013.



Janusz Szulik  
Prezes Zarządu



Roberto Svenda  
Członek Zarządu

## APPENDIX No 1

to General Terms and Conditions of Health Insurance INTER VISION approved by the Resolution no. 40/2009 of the TU INTER Polska S.A. Board of 24.09.2009, as amended by the Resolution no. 61/2012 of the TU INTER Polska S.A. Board of 29.11.2012r. and amended by the Resolution no. 35/2013 of the TU INTER Polska S.A. Board of 23.07.2013, approved by the Resolution no.70/2015 of 22.12.2015, shall enter into force on the date of approval and applies to insurance contracts concluded from the date of 01.01.2016r.

### INFORMATION ABOUT INTER VISION INSURANCE

Type of information	Reference number of the editorial unit of the standard contract
1. Conditions for the payment of benefits	<p>General Terms and Conditions of Health Insurance INTER VISION: § 2 ust. 1, 7, 16, 28; § 3; § 13 ust. 5, 6, 8</p> <p>Special terms and conditions for INTER VISION Assistance insurance: § 1 ust. 3, 6; § 2</p> <p>Special terms and conditions for health insurance INTER VISION Basic: § 1 ust. 1, 2, 3</p> <p>Special terms and conditions for health insurance INTER VISION Silver: § 1 ust. 1, 2, 3</p> <p>Special terms and conditions for health insurance INTER VISION Gold: § 1 ust. 1, 2, 3</p> <p>Special terms and conditions for health insurance INTER VISION Diamond: § 1 ust. 1, 2, 3</p> <p>LIST OF MEDICAL SERVICES PROVIDED UNDER INTER VISION HEALTH CARE INSURANCE: List no. 1-8</p>
2. Limitations and exclusions of liability INTER Poland permitting refusal to pay the benefit or its reduction	<p>General Terms and Conditions of Health Insurance INTER VISION: § 2 ust. 4, 14, 26; § 5; § 9 ust. 4, 5; § 11; § 13 ust. 7, 12; § 15 ust. 1</p> <p>Special terms and conditions for INTER VISION Assistance insurance: § 2 ust. 2; § 3 ust. 4 i 5; § 4</p> <p>Special terms and conditions for health insurance INTER VISION Silver: § 1 ust. 2 pkt. 5-7</p> <p>Special terms and conditions for health insurance INTER VISION Gold:</p>



	<p>§ 1 ust. 2 pkt. 6-10</p> <p>Special terms and conditions for health insurance INTER VISION Diamond: § 1 ust. 2 pkt. 6-10, 12</p> <p>LIST OF MEDICAL SERVICES PROVIDED UNDER INTER VISION HEALTH CARE INSURANCE: List no. 1-8</p>
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**I. GTC shall be changed in the following way under this Annex:**

1. In § 1 of GTC „**General Terms and Conditions**” shall be added the following paragraph 3-9:
3. In the case of the conclusion of the Agreement on behalf of a third person:
  - 1) the Insuring Party allows the Insured to read the terms of insurance and any other information concerning the rights and obligations of the Insured under the Agreement,
  - 2) INTER Poland shall provide through the Insurer information on the conditions for paying compensation and other benefits as well as the limitations and exclusions of liability of INTER Poland conferring the right to refuse payment of compensation and other benefits or to reduce them to the person concerned before entering into such an agreement, in writing, or if the person concerned agrees to it, on another durable medium,
  - 3) the Insured may request that INTER Poland gave him or her information about the provisions contained in the Agreement and the General Terms and Conditions to the extent that relates to the rights and obligations of the Insured; INTER Poland is obliged, at the request of the Insured, to give him or her access to the above information in writing, or if the person concerned agrees to it, on another durable medium,
  - 4) subject to point 5), the Insured is entitled to claim the benefit due directly from INTER Poland,
  - 5) INTER Poland shall be entitled to make a claim for payment of a premium s only against the Insurer.
4. If within the periods specified in the agreement INTER Poland will not pay benefits, it shall notify in writing:
  - 1) the person submitting the claim and
  - 2) the Insured, if he or she is not the claimant about the reasons for the inability to meet their claims in full or in part, and shall pay the indisputable part of the benefit.
5. If the benefit is not available or shall be paid in a different amount than that specified in the claim, INTER Poland shall inform about it in writing:
  - 1) the person submitting the claim and
  - 2) the Insured, if he or she is not the claimant indicating the circumstances and the legal basis justifying the total or partial refusal to pay benefits. This information includes instruction on the possibility of redress the claims through the courts.
6. INTER Poland provides the Policyholder, the Insured, the claimant or the beneficiary of the insurance contract with the information and documents collected in order to determine the liability of INTER Poland or the amount of benefit. These persons may demand a written confirmation by INTER Poland of the shared information, as well as preparation at their own expense of photocopies of documents and confirming their compliance with the original by INTER Poland. Information and documents referred to in this paragraph, the shall be provided by INTER Poland on request, in electronic form.
7. INTER Polish stores the information and documents collected in order to determine the liability of INTER Poland or the amount of compensation or benefits until the expiration of the period of limitation of claims from the insurance contract.
8. In the insurance contract concluded on behalf of third parties, in particular the group insurance, if there is required the insured permission to grant insurance coverage or if the insured agrees to finance the cost of insurance premiums, in the event of non-delivery to the insured of terms of the agreement before giving such consent, the insurance company can not rely on the provisions limiting or excluding liability of the insurance company, as well as providing for the consequences of breaching duties of the insured or imposing the duties on the insured.
9. INTER Poland is obliged to
  - 1) provide the Policyholder with the text of GTC before concluding the insurance contract,
  - 2) issue the insurance policy to the Policyholder,
  - 3) issue the insurance certificate to the Insured under the group insurance,
  - 4) issue insurance cards to the insured,
  - 5) provide the Policyholder with information about methods and procedures for dealing with complaints, suits or grievances and about the competent authority for their consideration,
  - 6) share with the Policyholder, the Insured, claimant or the beneficiary of the insurance contract information and documents collected in order to determine the liability of INTER Poland or the amount of benefit. These persons may demand a written confirmation by INTER Poland of the shared information, as well as preparation at their own expense of photocopies of documents and confirming their compliance with the original by INTER Poland. Information and documents

referred to in this paragraph, shall be provided by INTER Poland on request, in electronic form.

2. In § 13 of GTC **“Delivering benefits”** paragraph 5 is replaced by the following:
  5. In another case than that indicated in paragraph 3, INTER Poland shall reimburse the incurred costs of health care services to the amount specified in the list of health services on the basis of a written statement of claim, which contains all the information indicated in the form of INTER Poland with attachments. The attachments shall include the original bills/invoices and other documents necessary for the implementation of the compensation. In this case, after receiving notice of the occurrence of an event covered by insurance, within 7 days of receipt of this notification, INTER Poland shall inform about it the Policyholder or the Insured, if they are not the persons making that notification, and take proceedings for establishing the facts of the case, legitimacy of reported claims and amount of compensation and inform the claimant, in writing or in a different way, to which the person has given its consent, if such documents are needed to determine the liability of INTER Poland or the amount of the benefit, if it is necessary to continue proceedings. In the case of an insurance contract on someone else's behalf, in particular, group insurance, the notice of the occurrence of the event may also be reported by the Insured or his or her heirs. In this case the heir is considered as the holder of the insurance contract.
3. In § 13 of GTC **“Delivering benefits”** shall be added paragraph 14 with the following wording:
  14. INTER Poland pays compensation or benefit based on the recognition of legitimate claims from the insurance contract as a result of the findings of the proceedings conducted by them referred to in the previous paragraphs, on the concluded settlement or the final court decision.
4. § 17 GTC **“Procedure for complaints”** is renamed to **“Procedure for complaints and grievances”** and replaced by the following:
  1. The Policyholder, the insured, the beneficiary or the entitled of the insurance contract as a natural person (Client) has the right to file a complaint containing concerns regarding the services provided by INTER Poland.
  2. The complaint may be submitted:
    - 1) in writing – either in person or by mail in all units of INTER Poland serving Clients, including at the agents authorized to act on behalf of or for the benefit of INTER Poland,
    - 2) verbally – by phone or in person to the protocol during a visit of the Client in the unit of INTER Poland supporting Clients,
    - 3) in electronic form via the website [www.interpolska.pl](http://www.interpolska.pl).
  3. The list of entities of INTER Poland serving Clients, where it is possible to make a claim, posted on the website [www.interpolska.pl](http://www.interpolska.pl).
  4. The answer to the complaint shall be granted immediately, but no later than within 30 days of its receipt.
  5. In particularly complex cases, preventing consideration of the complaint and reply within the period referred to in paragraph 4, INTER Poland in information given to the Client who made the complaint:
    - 1) explains the reason for the delay,
    - 2) specifies the circumstances that must be established for consideration of the case,
    - 3) defines the anticipated date of considering the complaint and replying to it - not longer than 60 days from the date of receipt of the complaint.
  6. After investigating the complaint INTER Poland provides the Client with the response in the paper form or by using another durable medium, at the request of the Client the response may also be delivered by e-mail to the indicated address.
  7. The Policyholder, the Insured, the beneficiary or the entitled from an insurance contract has the right to lodge complaints and grievances in writing to INTER Poland. The authority competent to examine complaints is the Board of INTER Poland. The complaints are examined within 30 days of their receipt.
5. In § 18 of GTC **“Withdrawal from and termination of the insurance contract”** paragraph 1 and 2 are replaced by the following:
  1. If the insurance contract is concluded for a period longer than 6 months, the Policyholder may withdraw from the contract within 30 days (natural person) or 7 days (entrepreneur) from the date of its conclusion. The insured in the insurance group may withdraw from the group insurance within 30 days from the date of accession. If, at the latest at the time of the contract conclusion the Insurer has not informed the Policyholder, who is a consumer, about the right to withdraw from the contract, the period of 30 days runs from the date on which the Policyholder being a consumer learnt about this right. Withdrawal from the contract shall not release the Policyholder from the obligation to pay the premium for the period in which the insurer provided insurance coverage. Termination of the contract and cancellation of the insurance must be in writing to be valid.

2. Withdrawal from the contract or resignation of the Insured from the insurance group does not relieve the Insurer from the obligation to pay premium for the period in which INTER Poland provided insurance coverage.
6. § 20 of GTC "**Jurisdiction**" will be replaced by the following
  1. Any claim under an insurance contract may be brought under the provisions of general jurisdiction or at the court of the place of residence or domicile of the policyholder, the insured or the beneficiary of the insurance contract.
  2. Any claim under an insurance contract may be brought under the provisions of general jurisdiction or at the court of the place of residence of the heirs of the insured or of the heirs of the entitled of the insurance contract.

II. Closing provisions:

3. The remaining provisions of GTC do not change
4. These Annex have been approved by Resolution no. 70/2015 of the INTER Polska S.A. Management Board, dated December 22, 2015
5. These Annex come into force on December 22, 2015 and shall apply to insurance contracts concluded starting from January 01, 2016



Janusz Szulik  
Prezes Zarządu



Roberto Svenda  
Członek Zarządu

## APPENDIX No 2

**to General Terms and Conditions of Health Insurance INTER VISION  
approved by the Resolution no. 40/2009 of the TU INTER Polska S.A. Board of 24.09.2009,  
approved by the Resolution no.61/2012 of 29.11.2012 and approved by the Resolution  
no.35/2013 of 23.07.2013**

1. Insurer, Insured or Beneficiary from the insurance contract who is a natural person may request proceeding (examination, treating the matter, reviewing the matter) before Financial Ombudsman (02-001 Warszawa, Aleje Jerozolimskie 87; [www.rf.gov.pl](http://www.rf.gov.pl)) or submit an application for resolving an out-of-court dispute between clients of financial entities and these entities.

2. These Annex have been approved by Resolution no. 94/2016 of the INTER Polska S.A. Management Board, dated December 30, 2016
3. These Annex come into force on the day of its approval and shall apply to insurance contracts concluded starting from January 10, 2017



Janusz Szulik  
Prezes Zarządu



Roberto Svenda  
Członek Zarządu

# INFORMATION ON THE PERSONAL DATA PROCESSING

The Controller of personal data (of natural persons), hereinafter referred to as the **'Personal Data'** processed in relation to the conclusion of the insurance agreement is INTER Polska S.A. Insurance Company (with the following address: Warszawa (02-305), Al. Jerozolimskie 142B) hereinafter referred to as the **'Controller'**. Personal Data shall be processed in accordance with the Regulation of the EU 2016/679 of 27 April 2016, hereinafter referred to as „GDPR”. Specific rules of the Personal Data processing have been presented below.

## 1. Purposes and legal grounds of the Personal Data processing

Personal Data shall be processed by the Controller for the purposes related to:

- a) **the evaluation of an insurance risk** within the framework of complying with the legal obligation to which the Controller is subject (legal grounds: Article 6 par. 1 letter c of GDPR),
- b) **the conclusion and performance of an insurance agreement** (legal grounds: Article 6 par. 1 letter b of GDPR),
- c) **the establishment of causes and circumstances of a fortuitous event, the Controller's liability, the legitimacy of claims, the scope of damage and the amount of applicable benefits** within the framework of performance of the obligation imposed on the Controller by law provisions or with the consent of the data subject, if required (legal grounds: Article 6 par. 1 letter c of GDPR and legal grounds: Article 6 par. 1 letter a of GDPR, and in the case of sensitive data Article 9 par. 2 letter a of GDPR),
- d) **performance/payment of the benefit or compensation** due as a result of a fortuitous event covered by the insurance protection against the insuring party or a person entitled to the benefit (legal grounds: Article 6 par. 1 letter b and Article 6 par. 1 letter c of GDPR),
- e) **risk reinsurance** – which constitutes legally justified interest of the Controller (legal grounds: Article 6 par. 1 letter f of GDPR),
- f) **any disputes related to the liability of the Controller or the value of the applicable benefit or compensation** – which constitutes legally justified interest of the Controller (legal grounds: Article 6 par. 1 letter f of GDPR),
- g) **maintenance of the book-keeping and accountancy documentation** within the framework of performance of the legal obligation (legal grounds: Article 6 par. 1 letter c of GDPR),
- h) **enforcement of claims** due to an insurance agreement – which constitutes legally justified interest of the Controller (legal grounds: Article 6 par. 1 letter f of GDPR),
- i) **statistical purposes and actuarial and reporting processes related to the conduct of insurance operations** within the framework of complying with the legal obligation, in particular for the needs of risk management, establishment of the value of insurance contributions, reinsurance contributions of the evaluation of the reinsurance efficiency programme and for determination of technical provisions (legal grounds: Article 6 par. 1 letter c of GDPR),
- j) **maintenance of marketing activities within the scope of own goods and services** against the data subject:
  - within the framework of legally justified interest of the Controller such as marketing of own goods and services
  - within the term of the insurance/protection agreement (legal grounds: Article 6 par. 1 letter f of GDPR), or
  - upon the consent of the data subject, if registered in the Contact Base of the Controller – throughout the entire period of registration in this base, irrespective of the insurance/protection agreement being effective within this period (legal grounds: Article 6 par. 1 letter a of GDPR).

Sensitive data, such as information on health and addictions, are not used for the purpose of marketing activities.

## 2. Profiling

Personal Data may be used by the Controller for profiling of the data subject for the purpose of own marketing activities. Profiling is carried out on the basis of the Personal Data which may be connected to information collected automatically during using on-line services provided by the Controller by the data subject, e.g. within the framework of own portals and websites (more information on automatic collection of data is presented in the cookies policy), and to information on



the Controller's insurance products used by the data subject. Profiling consists in a form of automated data processing based on statistical data or used algorithms which allow the Controller for forecasting needs and interests of the data subject in order to propose an insurance offer adjusted to individual expectations.

The data subject may at any time object to profiling for marketing purposes by the Controller.

### 3. Data recipients

The following recipients may have access to the Personal Data:

- **authorised employees of the Controller** – we take care that our employees undergo appropriate trainings on the personal data protection and are familiar with internal policies and procedures of data protection or dedicated training programmes. All persons authorised to process Personal Data are obliged to keep data confidentiality and protection against unauthorised persons,
- **insurance agents, entities adjudicating in medical matters and service providers**, to whom processing of Personal Data is entrusted for the execution of the operations provided for the Controller by way of an agreement, in particular providers of IT services and equipment and external helpline and their authorised employees, however, only to the extent required for proper performance thereof, access to Personal Data has only persons obligated to keep data confidentiality and protection thereof against disclosure to unauthorised persons,
- **medical entities** who transfer information and documentation referring to health care services or examinations provided to you in order to determine your right to the service from the concluded insurance agreement and the value of this service (to the extent necessary to identify you as a beneficiary or to verify submitted declarations and documents) and medical entities providing health care services to you on the basis of cooperation agreements concluded with TU INTER Polska S.A.,
- **reinsurers** having executed reinsurance agreements with the Controller, including third countries,
- **Insurance Company INTER-ŻYCIE Polska S.A. with registered office in Warsaw (02-305), Al. Jerozolimskie 142B** – in the case of granting a voluntary consent for processing of Personal Data for marketing purposes to this Insurance Company.

### 4. Period of data storing

As to the rule, Personal Data shall be stored until the expiry of the prescription of claims. Due to above, personal data shall be stored for 3 years.

In the case of data processed in relation to statistical purposes and actuarial and reporting processes related to conducting of insurance operations, data to the extent limited to minimum necessary to execute these purposes may be processed by the Controller up to 10 years, and indefinitely in some cases.

### 5. Rules of data collecting

Submission of Personal Data is required to the extent of data required for conclusion and performance of the insurance agreement. The Controller explicitly indicates data which are required by indicating them properly.

Moreover, the Controller, with the consent of the data subject, may obtain information on circumstances related to verification of data on health state submitted by this person, determination of the right of this person to health care service and the value of this service, including data on health state, from the entities providing medical services or other insurance companies.

### 6. Rights related to the Personal Data processing

The data subject shall have the following rights:

- a) right of access to Personal Data and obtain information on processing thereof and in the case data is inaccurate, the right to rectification (in accordance with Article 15 and 16 of GDPR),
- b) right to restriction of the personal data processing in the situations and upon rules indicated in Article 18 of GDPR (Data subject may request restriction of the personal data processing for a period of verification of the accuracy thereof or until the data subject's objection against processing is considered. The data subject has this right also in the situation when in their opinion the processing is unlawful and the data subject opposes the erasure of the personal data or they are required by the data subject for the establishment or defence of legal claims),
- c) right to withdraw prior consent for processing, including making Personal Data available, which shall have no impact on lawfulness of data processing of such a person, which occurred prior to use of right to withdraw consent by this person,
- d) right to erasure in accordance with Article 17 of GDPR („right to be forgotten”),
- e) right to data portability in accordance with Article 20 of GDPR, i.e. the right to receive the personal data concerning him or her in a structured, commonly used and machine-readable format and to transmit those data to another controller; this

- right only refers to the data provided to the Controller by the data subject and processed upon their consent or an agreement concluded with them and in an electronic form,
- f) right to object on grounds relating to their particular situation, at any time, in the case when the data are processed by the Controller within the framework of execution of legally justified interests (in accordance with Article 21 par. 1 of GDPR),
  - g) right to object at any time to processing of personal data concerning them for direct marketing purposes, including profiling to the extent that is related to such direct marketing (in accordance with Article 21 par. 2 of GDPR).

In matters related to data processing and execution of rights of the data subjects, you may contact the Controller to the following address Warszawa (02-305), Al. Jerozolimskie 142B) or to the electronic mail address: [iodo@interpolska.pl](mailto:iodo@interpolska.pl), as well as with the data protection officer (DPO). Contact to DPO: Al. Jerozolimskie 142B, 02-305 Warszawa. The person submitting an application or request referring to the processing of their Personal Data, within the framework of their rights, may be asked by the Controller to answer several questions related to their Personal Data which enable verification of their identity.

Moreover, the data subject has the right to lodge a complaint on processing of their personal data by the Controller to the President of Personal Data Protection Office (address: ul. Stawki 2, 00-193 Warszawa).