

**Specific Terms and Conditions of Group Insurance for Cardholders, index  
BNPP/CARDPIP\_0\_2.0/2015**

Special Terms and Conditions of Group Insurance for Cardholders marked with the **BNPP/CARDPIP\_0\_2.0/2015** index shall apply to the Insurance Contract made between Cardif Assurances Risques Divers S.A. Branch in Poland and the Policyholder (Policy no. UG-BNPP-1).

#### ART 1. DEFINITIONS

In Special Terms and Conditions of Group Insurance for Cardholders marked with the **BNPP/CARDPIP\_0\_2.0/2015** index (hereinafter referred to as: "the Special Terms and Conditions") and in other documents concerning the Insurance Agreement the below-listed terms shall have the following meaning:

- 1) **"Card Activation"** - the change of Card status from non-active to active allowing Card transactions performed by the Cardholder and in a manner indicated by the Policyholder and defined in the Card regulations outlining the terms and conditions of issuing and using cards issued by the Bank;
- 2) **"Automated Teller Machine"** - a machine where cash may be withdrawn with a Card;
- 3) **"Declaration of Consent to Insurance Coverage"** - declaration of will expressed electronically by the Cardholder, based on which the Cardholder gives his/her consent to insurance coverage under the Insurance Agreement;
- 4) **"Starting Date"** – Card Activation date, falling not earlier than the day following the date of approving the Declaration of Consent to Insurance Coverage, expressed electronically;
- 5) **"Date of Event"** -
  - a) in the case of an **Unauthorised Transaction** - the day of performing an unauthorised transaction listed in the Card Transaction History;
  - b) in the case of **Cash Robbery at ATM** - the day on which the cash withdrawn from ATM was stolen;
  - c) in the case of **Destruction of Goods / Robbery of Goods** - the day when Goods purchased with a Card were either stolen as a result of a robbery exhibiting the characteristics of the acts defined in Article 280 of the Penal Code, or damaged as a result of fortuitous events, whereas this day shall not be later than the 30<sup>th</sup> day after a purchase of the Goods with a Card;
- 6) **"Card"** - a payment card issued to the Cardholder by the Policyholder, in accordance with internal regulations of the Policyholder;
- 7) **"Accident"** - sudden, unforeseeable event beyond the control of the Insured, affecting the Insured and Goods, which cannot be prevented and which results in Destruction of Goods;
- 8) **"Unauthorised Transaction"** - a Card transaction made by a person other than the Cardholder, who has come into possession of the Card as a result of theft or loss of the Card by the Cardholder and which debits the Card Account and changes the Card Account balance, which occurs within 48 hours prior to notifying the Policyholder of the theft or loss of the Card;
- 9) **"PIN"** - confidential four-digit individual identification number generated by the Bank for the Cardholder, which is used for electronic identification of the Cardholder and which allows making Card transactions;
- 10) **"Card Settlement Period/Cycle"** - the period indicated in Card Contract/Application within which Transactions are settled and for which the Bank issues a Transaction History;
- 11) **"Insurance Coverage"** - coverage provided by the Insurer for a given Insured as stipulated by the Insurance Agreement under the rules set forth herein;
- 12) **"Insurance Period"** - uninterrupted one-month period of the Insurer's liability, automatically extended for subsequent one-month Insurance Periods; this period is tantamount to the Card Settlement Period/Cycle; the Policyholder confirms its willingness to extend the coverage for the next Insurance Period by payment of an insurance premium;
- 13) **"Cardholder"** – a consumer of full legal capacity who has entered into a Card Agreement with the Bank;
- 14) **"Cash Robbery at ATM"** - act exhibiting all characteristics of acts stipulated in Art. 280 of the Polish Penal Code, performed against the Insured by a third party that has occurred within 24 hours after a transaction made by the Cardholder via ATM;
- 15) **"Robbery of Goods"** - act exhibiting all characteristics of acts stipulated in Art. 280 of the Polish Penal Code, performed against the Insured by a third party that has occurred within 30 hours after a purchase of the Goods;
- 16) **"Card Account"** - bank account maintained by the Bank, used to settle Transactions, fees, charges and interest due to the Bank and to which a given Card is assigned;
- 17) **"Sum Insured"** - an amount indicated in the Terms that is the limit of the Insurer's liability;
- 18) **"Premium"** - an amount payable to the Insurer for Insurance Coverage provided, to cover at least insurance risk and the costs of pursuing the insurance activity by Insurer;
- 19) **"Insurance Benefit"** – an amount paid by Insurer to the Insured under the provisions hereof in case of the occurrence of an Insurance Event;
- 20) **"Cash"** - domestic or foreign currency, respectively;
- 21) **"Goods"** - any of articles offered in sales chain and admitted to sales on the territory of the Republic of Poland, the price of which exceeds PLN 100, excluding the following: industrial raw materials, plants and animals, cash, traveller's cheques and tickets, any other type of ticket (e.g.: public transport tickets, theatre tickets, etc.), fees related to transportation or delivery of goods, securities, jewellery and gems, works of art, antiques, collector's items, samples, reference samples, custom-made products, foodstuffs, other perishable goods, stimulants, fuel, optical goods, medical products and accessories, services, non-material goods, goods sold as accessories or parts of other products, parts of sets, illegally owned goods, hand-made items, mobile phones, second-hand or remade goods, real estate - land, buildings and structures, all types of ground and airborne vehicles, vessels with their

equipment, accessories and spare parts and all the other objects necessary for movement;

- 22) **"Transaction"** - a single Card operation resulting in a change of a Card Account balance. Transaction also signifies a non-cash transaction including a transaction performed via Internet, as well as a cash transaction including a cash withdrawal;
- 23) **"Policyholder", "Bank"** - Bank BGZ BNP Paribas SA with its registered office in Warsaw, at ul. Kasprzaka 10/16, 01-211 Warsaw
- 24) **"Insured", "Beneficiary"** – a Cardholder provided with Insurance Coverage hereunder, for whom the Insurance Agreement is concluded, entitled to receive a Benefit as stipulated herein;
- 25) **"Insurer"** - Cardif Assurances Risques Divers SA Branch in Poland with its registered office in Warsaw, Pl. Piłsudskiego 2, 00-073 Warsaw, KRS no 0000026002 (branch of the insurance company Cardif Assurances Risques Divers Societe Anonyme based in France, operating under the permit granted by the French regulator);
- 26) **"Card Agreement"** - an agreement to use a Card concluded between the Bank and the Cardholder;
- 27) **"Insurance Agreement"** - Group Insurance Agreement for Cardholders (Policy No UG-BNPP-1) between Cardif Assurances Risques Divers S.A. Branch in Poland and Policyholder; these Terms make an integral part thereof;
- 28) **"Card Cancellation / A Hold Put on a Card"** - reporting a Card loss by the Insured in a manner indicated by the Bank in Card regulations, as a result of which a hold is placed on all Card transactions and a Card is cancelled, whilst the Bank assumes liability for any unauthorised Card transactions;
- 29) **"Card Transaction History"** - a document generated and delivered by the Bank, issued personally for the Cardholder with whom the Card Agreement was concluded and listing all Card transactions executed in a Settlement Period/Cycle;
- 30) **"Insurance Event"** - an event specified herein which occurred during an Insurance Period, thus giving rise to the right to apply for a Benefit payment;
- 31) **"Destruction of Goods"** – total destruction of goods as a result of an Accident provided that the Goods are not covered by another insurance policy or manufacturer warranty and that destruction occurred within 30 days after a purchase of Goods.

## **ART 2. OBJECT AND SCOPE OF INSURANCE**

1. Insurance coverage is provided for financial losses incurred by the Cardholder which include:
  - a) Unauthorised Transaction;
  - b) Cash Robbery at ATM;
  - c) Destruction of Goods / Robbery of Goods.
2. The Insured shall be covered by insurance within the scope indicated in item 1 of this Article, depending on the place of stay:
  - a) all over the World - under Unauthorised Transaction insurance;
  - b) on the territory of the European Union Member States - under insurance protecting against ATM Robbery;
  - c) on the territory of the Republic of Poland - under Destruction of Goods / Robbery of Goods insurance.

## **ART 3. TERMS AND CONDITIONS OF JOINING THE INSURANCE SCHEME**

1. Every Cardholder shall have the right to join the insurance scheme while applying for a Card Agreement.

2. A person may join the insurance scheme provided that:
  - a) he/she has submitted a Declaration of Consent to Insurance Coverage in an electronic form;
  - b) he/she has hold a Card issued under a Card Agreement.

## **ART 4. PERIOD OF INSURER'S LIABILITY**

1. Insurance Period for the Insured starts on the day of Card Activation, yet not sooner than on the Day the Insurance Coverage begins.
2. The Insurer shall provide Insurance Coverage for the Insured during the period for which a Premium has been paid as stipulated in Article 9.
3. Insurance Coverage for the Insured shall expire:
  - a) on the day a Card ceases to be valid due to: expiry, damage, closing the account for which the Card was issued, Card Cancellation / a hold put on a Card;
  - b) on the day a Card Agreement is terminated or withdrawn from;
  - c) on the day of death of the Insured;
  - d) on the last day of the Insurance Period for which a premium has been paid by the Policyholder;
  - e) in the case of insurance cancellation - on the last day of the Insurance Period during which the Policyholder has received a written insurance cancellation from the Insured;
  - f) on the day the Policyholder or Insurer has terminated or withdrawn from the Insurance Agreement - depending on which of the events occurs first.

## **ART 5. CANCELLATION OF INSURANCE COVERAGE BY THE INSURED**

1. The Insured may cancel insurance at any time during the Insurance Period by submitting a written declaration of cancellation to the Policyholder.
2. The cancellation shall be deemed effective on the last day of the Insurance Period during which the declaration has been submitted.

## **ART 6. POLICYHOLDER'S OBLIGATIONS**

1. The Policyholder shall pay Premiums within the pre-agreed time frame and in the amount stipulated in the Insurance Agreement.
2. The Policyholder shall provide the Insured with the Specific Terms and Conditions prior to his/her signing the Declaration of Consent to Insurance Coverage.
3. The Policyholder shall accept instructions from the Insured related to the Insurance Agreement to which the Policyholder has been authorised by the Insurer, including accepting a Notice of Claim Form from persons reporting occurrence of an Event together with documents confirming the occurrence of an Insurance Event.
4. The Policyholder shall immediately provide the Insurer with all the claims and complaints pertaining to the Insurer and filed by the Insured or persons making a claim.
5. The Policyholder shall provide the Insured with forms for making a claim at the Bank's website or the Bank's branch.

## **ART 7. INSURER'S OBLIGATIONS**

1. The Insurer shall pay Insurance Benefits in the amount and under conditions stipulated in the Terms.
2. The Insurer shall keep confidential any information, including personal data obtained as a result of insurance taken out by a relevant person, likewise any other data, including the data of persons listed in documents attached to a Notice of Claim Form. The Insurer shall also keep confidential the data of persons who are not covered by insurance but for whom

coverage has been requested or who have applied for insurance coverage.

3. At the request of the Insured, the Insurer shall provide information on provisions of the Insurance Agreement within the scope that applies to the rights and obligations of the Insured.

#### **ART 8. OBLIGATIONS OF THE INSURED**

1. The Insured shall file a Declaration of Consent to Insurance Coverage electronically, using the form provided by the Policyholder.
2. The Insured or any other person making a claim should apply for payment of a Benefit using the Notice of Claim Form prepared by the Insurer and made available by the Policyholder.
3. The Insured shall inform the Policyholder of any change of their personal data.

#### **ART 9. INSURANCE PREMIUM**

1. A premium shall be payable by the Policyholder in arrears on a monthly basis within the time frames and under terms indicated in the Insurance Agreement.
2. Should the circumstances occur that allow for the Premium refund for an unused insurance period, at the Policyholder's request, the Insurer shall make such refund on the earliest Premium settlement date based on the terms and conditions stipulated in the Insurance Agreement.

#### **ART 10. SUM INSURED**

1. The Sum Insured for an Unauthorised Transaction shall equal the sum of Unauthorised Transactions which debit the Card Account, yet no more than EUR 150 per one and all the events within 12-month Insurance Period, and no more than EUR 50 for an Unauthorised Transaction via Pay Pass system (non-validated by a PIN) for an uninterrupted 12-month Insurance Period.
2. The Sum Insured for Cash Robbery at ATM shall equal the stolen cash amount, yet no more than PLN 2,500 per one and all events within every 12-month Insurance Period.
3. Total Insured Sum for Destruction of Goods / Robbery of Goods shall equal an invoice price of lost Goods, yet no more than PLN 10,000 per event and no more than PLN 2,000 per event in every 12-month Insurance Period.

#### **ART 11. BENEFIT AMOUNT**

1. In the event of an Unauthorised Transaction the Insurer shall pay the Benefit amounting to the Sum Insured indicated in Art. 10 item 1.
2. In the event of Cash Robbery at ATM, the Insurer shall pay a Benefit amounting to the Sum Insured indicated in Art. 10 item 2, and if the stolen cash was the cash withdrawn in several transactions (in one ATM) only the amount withdrawn during the first transaction shall be covered by insurance.
3. In the event of Destruction of Goods / Robbery of Goods, the Insurer shall pay the Benefit up to the Sum Insured set forth in Art. 10 item 3.
4. The minimum amount of loss for which the Insurer shall pay compensation:
  - a) in the event of Unauthorised Transactions: PLN 50,
  - b) in the event of Cash Robbery at ATM: PLN 100,
  - c) in the event of Destruction of Goods / Robbery of Goods: PLN 200.

#### **ART 12. INSURANCE BENEFICIARIES**

Insurance Benefit for an Unauthorised Transaction, Cash Robbery at ATM and Destruction of Goods/Robbery of Goods shall be paid to the Insured.

#### **ART 13. REPORTING INSURANCE EVENTS AND PAYMENT OF BENEFITS**

1. In the event of an Unauthorised Transaction, Cash Robbery at ATM, Destruction of Goods/Robbery of Goods, the Insured shall report loss within 30 days from the date of Event disclosure and on an appropriate Notice of Claim Form prepared by the Insurer and made available by the Policyholder, with required documents attached, as indicated in item 10 of this Article.
2. In the event of an Unauthorised Transaction or Robbery of Cash withdrawn from ATM or Robbery of Goods, the Insured shall report such incident to appropriate law enforcement authorities no later than 48 hours after the Unauthorised Transaction, Cash Robbery at ATM or Robbery of Goods occurred. It is recommended that all the documents attached to the Notice of Claim Form are originals or duplicates or that they are certified to be true copies of the original by authorised employees of the Bank or by a competent body. In the event the documents are not executed in Polish, it is advisable that each document has a Polish translation attached to it, which is authenticated by an authorised body or a sworn translator.
3. Within 7 days of receiving a completed form, the Insurer shall inform the person reporting an Event in writing which documents are required to establish the grounds for Benefit payment and shall specify the amount of Insurance Benefit, provided it is necessary to carry out with the procedure to establish the basis for Benefit payment.
4. The Insurer shall pay an Insurance Benefit within 30 days from the date of receiving a notice of claim.
5. Should it be impossible to clarify the circumstances necessary to establish the Insurer's liability or insurance Benefit amount within the time frame indicated in item 5 above, the Insurance Benefit shall be paid within 14 days of the day when it was possible to clarify those circumstances while maintaining due diligence. However, the indisputable part of the Insurance Benefit shall be paid by the Insurer within the time frame set forth in item 5 of this Article.
6. In the event an Insurance Benefit is not granted, the Insurer shall inform the person reporting an event of this fact within the time frames stipulated in items 5 and 6 of this Article, indicating the circumstances or legal grounds for total or partial refusal to pay the Insurance Benefit.
7. In the event an Insurance Benefit is to be paid, the Insurer shall provide such information in writing to the person reporting a claim.
8. The Benefit shall be paid by a bank transfer to the bank account of the Insured indicated in the Notice of Claim Form.
9. The basis for establishing the legitimacy of Benefit payment due to the occurrence of an Event shall be the document delivered by the Policyholder and including the Declaration of Consent to Insurance Coverage together with a History of Card Transactions for the month in which an insurance Event occurred and Notice of Claim Form delivered by the person reporting an event together with the following documents:
  - a) in the case of an **Unauthorised Transaction**:
    - a document validating Card Cancellation / hold put on a Card, specifying the cancellation / hold date;
    - in the case of a Card theft - a copy of a Card theft notification made to law enforcement authorities;
    - police certificate of accepting the report of unauthorised transaction or a decision of the public prosecutor's office to start/end an investigation;

- other documents required by the Insurer necessary to establish the legitimacy of claim and the amount of insurance benefit;
- b) in the case of **Cash Robbery at ATM**:
  - a police record confirming that Robbery of Cash withdrawn from ATM was reported to the police within 48 hours after the Event;
  - a document confirming cash withdrawal from ATM indicating the withdrawn amount as well as the date and time of a withdrawal;
  - when violence was used - a medical document confirming the use of violence against the Insured or a witness testimony, if there is any witness, or other evidence of Cash Robbery at ATM with the use of violence;
  - other documents required by the Insurer necessary to establish the legitimacy of claim and the amount of Insurance Benefit;
- c) in the event of **Destruction of Goods / Robbery of Goods**:
  - proof of a purchase of Goods indicating their seller/distributor and purchase date (invoice, sales slip);
  - proof of payment for Goods with a Card;
  - in the event of Robbery of Goods - a copy of a notification of Robbery of Goods purchased made to law enforcement authorities with a witness testimony, if any;
  - in the event of Destruction of Goods - detailed description of the degree of destruction;
  - other documents required by the Insurer necessary to establish the legitimacy of claim and the amount of Insurance Benefit.

#### **ART 14. EXCLUSIONS OF THE INSURER'S LIABILITY**

1. In the event of an **Unauthorised Transaction**, the Insurer shall not bear liability in the case of Card transactions made:
  - a) by a spouse or other relatives of the Insured;
  - b) in the case of gross negligence of the Insured, as a result of an intentional act of the Insured or an act performed with their participation or consent;
  - c) if transactions require PIN, excluding those transactions for which PIN was disclosed by the Insured against whom violence was used or who was threatened with violence;
  - d) if the card was stolen from a car;
  - e) if the transactions were performed prior to Activating the Card, after the right to use the Card expired or after the Insured has notified the Policyholder of the Card Cancellation/ a hold put on a Card.
  - f) compensation has been paid under an Insurance Agreement other than the one indicated in the Terms;
3. In the event of **Cash Robbery at ATM**, the Insurer shall not be held liable if:
  - a) loss of cash was caused by:
    - active and voluntary participation of the Insured in war operations, armed hostilities, riots or acts of violence, unless his or her participation was due to higher necessity or defence of necessity;
    - forfeiture, retention or destruction of cash performed under a decision of state authorities;
    - an act performed by the Insured or close persons under the influence of alcohol, narcotics or other intoxicants, excluding medication prescribed by a doctor and taken in accordance with doctor's instruction;
  - b) cash was stolen after 24 hours of its withdrawal from ATM;

- c) cash was withdrawn from ATM with a card other than the Card for which the Cardholder has been provided with Insurance Coverage;
  - d) compensation has been paid under an Insurance Agreement other than the one indicated in the Terms;
  - e) loss of cash was caused by an event which:
    - does not exhibit characteristics of robbery,
    - is the result of intentional fault, gross negligence, fraudulent or criminal activity of the Insured, close persons or persons that the Insured is responsible for;
4. In the event of **Destruction of Goods / Robbery of Goods**, the Insurer shall not be held liable in the following cases:
    - a) intentional fault, gross negligence, fraudulent or criminal activity of the Insured, close persons or persons that the Insured is responsible for; crime committed by the Insured or attempt to commit a crime;
    - b) damage that occurred to fraudulently obtain a Benefit;
    - c) use of goods inconsistent with the manufacturer's instructions;
    - d) ordinary wear and tear of Goods;
    - e) physical defects, hidden defects or any damage to Goods occurring through fault of the manufacturer or damage to Goods made by persons installing Goods (object/equipment);
    - f) theft of Goods occurring as a result of leaving Goods in a public place;
    - g) destruction of Goods during a delivery if the Goods were not delivered by the Insured;
    - h) destruction or Robbery of Goods as a result of hostilities, military actions, riots, acts of violence, terrorist acts or during the service of the Insured in maritime, air force or military force;
    - i) destruction of Goods caused by earthquake or flood;
    - j) undocumented damage (non-reported to relevant bodies by the Insured).
  5. Should compensations under two or more insurance policies covering the same loss overlap, the compensation shall be paid up to the loss amount within the limit of the sum insured set forth in each insurance policy, factoring in compensations already paid under another insurance relationship.

#### **ART 15. BENEFIT TAXATION**

1. Insurance Benefits are subject to taxation under generally applicable provisions of the Polish law.
2. In the case of natural persons, insurance benefit received under a Contract of Insurance are free from income tax under the provisions of the Personal Income Tax Law dated 26 July 1991 (consolidated text, Journal of Laws of 2000 No. 14, item 176, as amended). Insurance benefits that are not exempt from tax are listed in the aforementioned Act.
3. In the case of legal entities, insurance benefits received under an Insurance Agreement constitute income under the provisions of Art. 12 item 1 of the Corporate Income Tax Law dated 15 February 1992 (consolidated text, Journal of Laws of 2000 No. 54, item 654 as amended).

#### **ART 16. HANDLING COMPLAINTS AND CLAIMS**

1. Claims and complaints may be lodged at any time with the Insurer at Insurer's registered office, in person or in a different manner.
2. The Insurer shall reply to a claim or a complaint within 30 days of its receipt in the same form as the lodged

claim or complaint or in any other form agreed upon with the person filing a claim or complaint.

3. The Insurer shall be entitled to demand a written confirmation of claims or complaints lodged over the phone or via e-mail.
4. In order to reach the final decision, the person concerned may lodge a claim or complaint with the Insurer's Management Body.
5. The Insured shall have the right to appeal against the final decision of the Insurer to the Insurance Ombudsman or Municipal or District Consumer ombudsmen.

#### **ART 17. COMPETENT COURT AND DISPUTE RESOLUTION**

1. Relevant regulations of Polish law shall apply to all matters not regulated herein.
2. Any disputes arising from the insurance relationship may be brought to a court of general jurisdiction or a court having jurisdiction over the place of residence or registered office of the Policyholder, Insured, Beneficiary or person entitled to a benefit under an Insurance Agreement.

#### **ART 18. MONETARY SYSTEM**

In the case of change of the monetary system in Poland or denomination of the Polish currency, all financial obligations arising from an Insurance Agreement denominated in the Polish currency shall be converted at the NBP mid-rate.

#### **ART 19. FINAL PROVISIONS**

1. Pursuant to Art. 7 item 1 section 2) of the Polish Language Act of 7 October 1999 (consolidated text: Journal of Laws of 2011, no 43, item 224), the Polish language is the language used for the purpose of executing the Insurance Agreement.
2. Specific Terms and Conditions of Group Insurance for Cardholders, index BNPP/CARDPIP\_0\_2.0/2015 take effect on **1 April 2015**.