SPECIAL TERMS AND CONDITIONS OF INSURANCE

Safe Business

for BNP Paribas Bank Polska S.A.'s Clients

1.	Prerequisites for paying compensation and other benefits	Art. 2 par. 1, 10; Art. 3 par. 1, 3; Art. 5 par. 1; Art. 7; Art. 8 par. 8; Art. 9 par. 3
2.	Limitations and exclusions of liability of the insurance company giving authorization to refuse to pay compensation and other benefits or to reduce them	Art. 5 par. 2, 3; Art. 6 par. 1, 3; Art. 8 par. 2, 9, 10; Art. 10; Appendix no. 1 Table of benefit and limits.

Article 1. General provisions

1. These Special Terms and Conditions, hereinafter referred to as STCI, shall apply to a group insurance contract concluded between Inter Partner Assistance S.A., with registered office in Brussels operating in Poland through Inter Partner Assistance S.A. Branch in Poland, member of the AXA Assistance group, hereinafter referred to as Insurer, and BNP Paribas Bank Polska S.A, hereinafter referred to as the Policyholder.
2. The group insurance contract is concluded to the benefit of a third party. The provisions of these STCI apply accordingly to the Insured Peron or Carduser to the benefit of whom the group insurance contract has been concluded

Article 2. Definitions of terms

The terms used in these STCI and other documents associated with the insurance contract mean as follows:

1. **Card activation** – a disposition to activate the Card made by the Cardholder or the Card User in accordance with the instructions received with the Card an instruction to activate the Card made by the Cardholder or the Card User in accordance with the instructions received with the Card.
2. **Card** – charge card of Executive or Platinum type, issued at the request of the Cardholder to the Bank account.
3. **Client** – Insured person or Carduser.
4. **Theft** - an activity consisting in seizing (taking) the Card from the Cardholder or the Card User for the purpose of appropriation with the intention of permanently depriving the Card User of the possibility to dispose of it.
5. **Cardholder** – natural person, legal person or organizational unit not having legal personality, which concluded an contract with the Insurer regarding Bank Account with the issued Card, which id the client of the Policyholder from the segment of corporate clients or the segment of small and medium-sized enterprises in accordance with the criteria applicable to the Policyholder in this regard on the date such entity is covered by insurance coverage.
6. **Robbery** –
   a) In unauthorized Card use - action consisting in taking the Card from the Carduser in order to appropriate, with the use of physical violence against the Carduser, a threat of its immediate use or to make the Carduser unconscious or defenseless
   b) In ATM mugging - action consisting in taking the cash from the Carduser in order to appropriate, with the use of physical violence against the Card User, a threat of its immediate use or to make the Card User unconscious or defenseless
7. **Bank account** – a bank account in Polish zlotys kept by the Policyholder for the benefit of the Cardholder, to which the Card is issued and which is used, inter alia, to charge him once a month with the amount of debt resulting from the use of Cards issued at the request of the Cardholder.
8. **Complaint** – Customer's address to the Insurer in which the Customer presents reservations to the services rendered by the Insurer.
9. **Insured -** Cardholder.
10. **Carduser –** a natural person authorized by the Cardholder to perform financial operations on his behalf with the use of the Card.
11. **Insured event** – event covered by the insurance contract which occurred during the Insurance Period, on the basis of which the Insurer's obligation to render an insurance benefit to the Insured or third party arises in accordance with the provisions of these STCI.

Article 3. Entering into the insurance contract

1. The Cardholder enter the insurance contract by submitting a declaration of will to join the insurance contract through the Policyholder in the course of concluding the contract for maintaining a bank account or during its duration.
2. The Policyholder is obliged to provide Insured person with STCI before his entering into the insurance contract and provide him with information about the provisions of the contract as far it relates to his rights and obligations.
3. The entering the insurance contract is effective the day after submitting a declaration in accordance par. 1 of this Article, under the condition of Card activation.

Article 4. Insurance premium

1. The Insurer specifies the insurance premium on the basis of the rates in effect on the day the insurance contract is concluded.
2. The insurance premium is paid according to insurance contract provisions.
3. The Policyholder is the responsible party for the payment of the insurance premium to the Insurer.

Article 5. Insurance period

1. The insurance protection starts with the moment of entering the insurance contract by the Cardholder.
2. The insurance protection lasts only when the Card is active, subject to par. 3 below.
3. The Insurer's liability expires:
   a) upon exhausting the sum insured for a given risk or limit for a benefit;
   b) on the day the Policyholder withdraws from the insurance contract;
   c) on the day of the Insured's death with regards to that Insured;
   d) on the last day of the insurance period;
   e) the last day of calendar month in which the Card will be blocked, subject to par. 4 below

   whatever happens first.
4. If a Card is blocked, insurance coverage for a Card issued as replacement for the blocked Card does not require the filing of a new declaration form and continues uninterrupted, provided that the replacement Card is activated not later than during the month following the date of blocking the original Card.

Article 6. Sum insured

1. The amount constituting the upper limit of the Insurer's liability for losses sustained in the Insurance Period.
2. In case of sum insured given in currency different than PLN n for the purposes of payment and performance of benefits, the sum insured is converted into Polish zlotys at the exchange rate of the National Bank of Poland on the date of the Insured Event.
3. The sum insured for individual Packages, risks and benefits is indicated in the Table of Benefits and Limits, constituting Annex 1 to these STCI.
4. Sum insured for given benefit it established for every Insured event, annual insurance period or every Trip – according to the Table of benefit and limits..
5. Every benefit realized in relation to a given Insured Event reduces the sum insured and the limit.

Article 7. Subject and insurance coverage

1. The subject of insurance are:
   1. Unauthorized Card use;
   2. ATM Mugging;
   3. Fraudulent Card use.
2. Territorial scope of the insurance covers the Insurance Event occurred in the whole world.

Unauthorized Card use

3. In unauthorized Card use the Insurance event is illegal use of the Card or it's data without the permission of Cardholder or Carduser.
4. The insurer covers the cost of an unauthorized transaction (in the amount of actual loss) only when the Insured event occurred as a result of Theft or Robbery and when the unauthorized Card use took place during 48 hours before reporting the loss of the Card to the Policyholder.
5. Additionally if during the same Insured Event Carduser losses the Card, the Insurer covers the costs of issuing the new Card. Limit to this benefit is given in the Table of limits and refers to all Insured events in a yearly insurance period.

ATM Mugging

6. The subject of the insurance is cash withdraw from the ATM by the Carduser using the Card covers by the insurance.
7. The Insured Event in ATM Mugging insurance is a Robbery or Theft resulting in loss of cash withdrawn by the Carduser form the ATM, only when the Robbery or Theft took place during 24 hours after the withdrawing.
8. Additionally if during the same Insured Event Carduser losses the Card, the Insurer covers the costs of issuing the new Card. Limit to this benefit is given in the Table of limits and refers to all Insured events in a yearly insurance period.

Fraudulent Card use

9. The subject of insurance are all transactions made by the Carduser in excess of the authorization, which have not been accepted by the Cardholder and the amount of transactions it has not been recovered from the Card User by the date of notification and it is not possible to recover this amount under the employment contract.
10. The insurance cover the transactions made in:
    a) 30 days before the termination of the employment contract with the Carduser at his request or by agreement of the parties
    b) 30 days before the date of submitting to the Carduser a statement on termination of the employment contract by the Cardholder.

Article 8. Determination of the justness of the claims and the value of the benefits

1. Should the Insured event occur, the Insured must immediately call the 24h Assistance Call Center at +48 22 529 85 20 and notify the Insurer about the event occurrence by providing true information about the occurrence and

consequences of such event and all other insurance contracts pertaining to the same risks

2. Determining the legitimacy of claims and the amount of benefits due is carried out on the basis of the complete documentation submitted by the Insured.
3. In the event of a claim for the provision of medical services under the insurance contract, the Insurer may request that medical documentation is delivered, further consents and statements are submitted, necessary to determine the Insurer's liability and benefits.
4. The Insurer will pay the benefit within 30 days from the day on which the occurrence of the Insured event is reported.
5. If it is impossible to clarify the circumstances necessary to determine the Insurer's liability or the value of the benefit within the above deadline, the benefit will be paid within 14 days from the day on which, taking all due care, it became possible to clarify those circumstances, with a reservation that the indisputable part of the benefit will be paid by the Insurer within the deadline stipulated in par. 4 of this Article.
6. If the benefit is not due or is due at a different amount from the one specified in the claim, the Insurer will inform the claimant in writing, indicating the circumstances and legal basis justifying total or partial refusal to pay the benefit.
7. The benefit is paid in Polish zlotys. The conversion into Polish zlotys of expenses incurred in foreign currencies is made at the average NBP exchange rate binding on the day the benefit payment decision is issued.
8. In travel insurance the beneficiary is the Carduser. In corporate insurance the beneficiary is Cardholder.
9. In addition, the following provisions shall apply to define the amount of the benefit in case of the Personal Accident insurance:
   1) in order to determine the benefits in case of a Personal Accident it is necessary to establish the cause and effect relationship between the Personal Accident and the Permanent health impairment or death of the Insured.
   2) permanent health impairment is deemed to be only and exclusively those types of damage, which are listed in the Table of Injuries, constituting Annex 2 to these GTC;
   3) When determining the degree of a Permanent health impairment the type of work being performed by the Insured is not taken into account.
   4) The degree of Permanent health impairment is determined after the end of treatment, convalescence and rehabilitation procedures, however not later than 24 months after the Personal Accident;
   5) The certified degree of Permanent health impairment is expressed as a percentage and constitutes the basis for calculating the value of the benefit which corresponds to the percentage of the sum insured.
   6) In a situation where the Insured sustained more than one Permanent health impairment, the overall degree of the health impairments equals to the sum of all percentages determined in case of each impairment, however, the sum cannot exceed 100%.
   7) In situations where the Permanent health impairment consists in the loss of or damage to an organ or system whose functioning was impaired already before the Personal Accident, then the degree of the Permanent health impairment constitutes the difference between the percentage of impairment after the Personal Accident and the percentage of impairment before the Personal Accident.
   8) When the Insurer paid out the benefit in virtue of Permanent health impairment before the Insured's death, then the death benefit is reduced by the amount of the benefit previously paid..
10. In addition, the following provisions shall apply to define the amount of the benefit in case of Baggage insurance:
   1) The value of the compensation is determined on the basis of the costs of repairing the baggage – if damaged, or on the basis of the value of the contents of the baggage – if lost, with a reservation that the value of the items is determined on the basis of proofs of purchase (bills, confirmations of payment) or by referring to a new item with identical properties, taking into account the level of wear and tear of the item lost.
   2) The extent of the loss is not affected by the sentimental, historical, collector's or scientific value of the given item.
   3) If stolen items are recovered, the Insured should notify the Insurer about this fact. If the Insurer has already paid the compensation for the recovered items, he is entitled to claim for the refund of an amount of compensation by the Insured or a claim for the assignment by the Insured of the ownership rights to the recovered items. If the compensation has not been paid yet, the Insurer pays the amount taking into account the fact of the Insured has recovered said items.
   4) The Insurer pays a benefit in the amount which is not recognized by a professional carrier or another entity responsible for the baggage the moment it got damaged or lost, up to a maximum amount equal to the Sum insured..

Article 9. Procedure in the event of a loss

1. Duties of the Insured ensuing from the provisions of this Article also apply to the person filing a claim for the insurance benefit.
2. The Insured is obliged, as far as possible, to prevent the loss from increasing and to limit its consequences.
3. In case of an Insured Event, the Insured is obliged:
   a) immediately, at the latest within 48 hours, contact the Assistance Call Center. This obligation does not apply to situations where the Insured was objectively unable to contact the Assistance Call Center due to the health condition;
   b) to supply all available information necessary to determine the right to benefits, in particular: PESEL number or date of birth, first and last name of the Insured;
   c) to clearly explain the circumstances of the Insured Event, in particular, the date and place of its occurrence;
   d) to provide a phone number at which the Assistance Call Center may contact the Insured;
   e) podać numer telefonu kontaktowego, pod którym Centrum Pomocy Assistance może skontaktować się z Ubezpieczonym.
4. Moreover, the Insured is obliged:
   a) to follow the guidelines and interact effectively with the Assistance Call Center,
   b) to authorize, in the required form, the Assistance Call Center to seek information and opinions of doctors conducting treatment and other persons or institutions in matters related to the Insured Event in the scope resulting from the provisions of law,
   c) to collect all documents regarding the Insured Event necessary to establish the legitimacy of the claim,
   d) at the Insurer's request, to undergo a medical examination for the purpose of determining the degree of the Permanent health impairment. The costs of the aforementioned examination are borne by the Insurer.
5. The Insured will submit a claim to the Insurer within 7 days from returning to the Country of residence, containing a duly completed claim form and documents confirming the legitimacy of the claims.
6. Depending on the type of loss, the claim should contain:
   a) completed and signed loss report form;
   b) confirmation that the Card was active and valid;
   c) confirmation that the Policyholder has accepted notification of lost or damaged Card;
   d) medical record which describes the type and nature of injuries or symptoms, containing a precise diagnosis and treatment prescribed;
   e) police report or protocol drawn up by another institution in case of events related to the intervention of the given authorities (including confirmation of Theft with burglary or Robbery with the identification of lost items, with information on their type and quantity and at least approximate value
   f) originals or copies of receipts and original proofs of their payment,
   g) statements of victims or witnesses of the incident,
   h) provide an acknowledgment of accepting the Baggage to the storage room or confirming its delay;
   i) information from the carrier or other entity on the amount in which the claim of the Insured was recognized regarding the same subject matter;
   j) other documents necessary to other documents necessary to establish the legitimacy and amount of claims.
7. The claim can be send to the Insurer to: ul. Prosta 68, 00–838 Warsaw or by emial: likwidacja@axa–assistance.pl.

Article 10. General exclusions of liability

1. The Insurer is not liable for events being a consequence of:
   a) hoodlum behavior, participation in fights or committal of a crime by the Insured or an attempt of the Insured to commit a crime;
   b) active participation of the Insured in mutinies, demonstrations, uprisings or unrests, public acts of violence, strikes or as a result of intervention or decision of public authorities;
   c) mental disorders;
   d) the Insured remaining in the state of intoxication or after drinking alcohol or other psychoactive substances.
2. Moreover, the insurance does not cover cases where the event:

a) took place as a result of a suicide, attempted suicide or as a result of intentional self-inflicted bodily injury, regardless of the state of sanity;
b) was caused by epidemics, chemical or biological contamination or a nuclear threat

3. Additionally the Insurer does not have responsibility for events related to:
   a) deliberate actions of the Carduser or a person with whom the Card User lives in a common household;
   b) gross negligence of the Carduser, unless the performance of the service corresponds to fairness in the given circumstances;
   c) being under the influence of alcohol, drugs or other intoxicants by the Carduser;
   d) leaving the Card unsecured in a generally accessible public place;
   e) using the Card after the employment contract with the Card User is terminated.

Article 11. Recourse claims

1. On the day the benefit is paid the claims against the third party liable for the loss are transferred to the Insurer, up to the amount of the benefit paid by the Insurer. In a situation where the Insurer covered only a part of the loss, the Insured has priority of satisfaction of claims before the Insurer's claims as regards the remaining part.
2. The Insured's claims referred to in par. 1 hereof against persons with whom the Insured lives in the same household or for which is responsible are not transferred to the Insurer, unless the perpetrator caused the loss intentionally.
3. The Insured is obliged to offer assistance to the Insurer in pursuing claims fr compensation against persons responsible for the loss by providing the necessary information and documents and to make it possible to take actions necessary to pursue recourse claims.

Article 12. Complaints and court disputes

1. Complaints are filed:
   1) in writing:
      a) in person at the Insurer's registered office or the Agent's branch;
      b) by post to the Insurer's address:
         Quality Department of Inter Partner Asisstance Polska S.A.
         ul. Prosta 68; 00-838 Warsaw
   2) electronically to the e-mail address: quality@axa-assistance.pl.
2. The Complaint should contain the following data:
   1) Customer's first and last name; company's name;
   2) the Customer's full correspondence address, or
   3) e-mail address to which the reply should be sent;
   4) indication of the insurance contract referred to in the Complaint;
   5) description of the problem being reported as well as the subject and circumstances justifying the Complaint;
   6) actions expected by the Customer;
   7) if the Customer expects that the reply be sent by electronic mail – the Customer's request in this regard.
3. If in the process of considering the Complaint it is necessary to obtain additional information related to the notification, the Insurer will ask the Customer to provide such information,
4. The Insurer will reply without unnecessary delay, not later though than within 30 days of receiving the Complaint. To observe the deadline, it is sufficient to send the reply before the deadline is up.
5. In particularly complicated cases which make it impossible to consider the Complaint and to reply to it within the deadline referred to in par. 4, the Insurer:
   1) explains the reason for the delay;
   2) indicates the circumstances which must be clarified in order for the case to be examined;
   3) indicates the anticipated date by which the Complaint will be examined and a reply given.
6. The Insurer's reply will be sent to the postal address, unless the Customer asked that the reply be sent by electronic mail, in this case the reply will be sent electronically to the e-mail address.
7. The Customer may take legal action. The action for claim under the insurance contract may be brought before a competent court in accordance with the law on general jurisdiction or before a court having jurisdiction over the place of residence or registered office of the Policyholder, or the place of residence of the Insured, the person entitled or their heirs.
8. The Customer being a consumer may also ask a competent local District (Municipal) Consumer Ombudsman for assistance.
9. The Customer has the right to apply to the Financial Ombudsman to conduct a procedure aimed at settling a consumer dispute associated with the insurance contract out-of-court. More information about this subject is available on the Financial Ombudsman's website at https://rf.gov.pl/.

Article 13. Final provisions

1. All declarations, notifications and applications related to the insurance contract and submitted to the Insurer, excluding those which, on the basis of these GTC, are conveyed to the Assistance Call Center, should be submitted in writing under the pain of nullity. The documentation related to determining the liability of the insurer addressed to the Assistance Call Center and Complaints may be delivered via e-mail to the address likwidacja@axa-assistance.pl. At the request of the Assistance Call Center, in justified cases, the Insured is obliged to provide originals of documents previously sent by e-mail.
2. The Polish language applies in all contacts and correspondence with the Insurer. Foreign languages are allowed in case of medical records, however, the Insurer may demand that the documentation be translated by a sworn translator into Polish.
3. In case of insurance contracts to which these GTC apply are governed by the Polish law.
4. This STCI applies to the Inured persons which entered insurance contract after 01.04.2021.

Appendix no. 1 – Table of limits and benefits

Benefit		Sum insured
Unauthorized Card use		50 EUR per Insured Event
	+ cost of issuing new Card	500 PLN in insured year
ATM Mugging		2 000 PLN per Insured Event
	+ cost of issuing new Card	500 PLN in insured year
Fraudulent Card use		10 000 PLN per Insured Event
Travel insurance		50 000 PLN for every Trip