



General Terms

and Conditions of Individual Travel Insurance CONTINENTS

CHAPTER I

General provisions

§ 1

1. The present General Terms and Conditions of Individual Travel Insurance CONTINENTS, referred to as the "GT&C", are applicable to insurance contracts concluded between the insurance and reinsurance company AXA Towarzystwo Ubezpieczeń i Reasekuracji S.A., referred to as the "Insurer", and natural persons, legal persons or entities not having the status of a legal person, but having legal capacity to perform acts in law.
2. The insurance contract may be concluded on the conditions agreed by the Parties, differing from the present GT&C.

§ 2

Whenever the expressions specified below are used in the present GT&C, they shall be understood as follows:

- 1) **Amateur summer and winter sports** – sports practiced as a form of recreation either in summer or winter conditions, such as skiing, snowboarding, surfing, windsurfing, kitesurfing and all types of team building activities (e.g. paintball);
- 2) **Clinic** – an out-patient health care centre in which medical aid is rendered in the range of diagnostics and treatment by qualified medical and nursing staff; in the understanding hereof this term does not cover alms-houses, hospice, drug and alcohol abuse cure centres, health resort centres, preventorium and rehabilitation units or centres;
- 3) **Travel luggage** – personal use items owned by the Insured or possessed by him or her during a trip abroad; travel luggage includes single items transported as gifts;
- 4) **Ticket** – a travel document issued by an air, ferry or bus carrier, or on their behalf, containing the conditions of transport, notifications and sections regarding the journey and the passenger, with the reservation that, in the case of an air ticket, it is a domestic or an international flight ticket (also a combined ticket), and in the case of a ferry or bus, it is an international route ticket; in the case of purchasing a ticket in the electronic form, the confirmation containing the ticket number and its price is deemed the travel document;
- 5) **Call Centre** – an entity handling the following on behalf of the Insurer: organising and providing assistance services to the Insured as specified in these GT&C as well as claims handling;
- 6) **Neoplastic disease (cancer)** – a sickness consisting of an uncontrolled growth of tissue of a particular organ; the sickness can be of chronic character or it can appear with severe symptoms occurring suddenly;
- 7) **Chronic disease** – a sickness of long duration, usually lasting for months or years with the need to undergo permanent or periodical treatment;
- 8) **Tropical disease** – a sickness caused by pathogenic organisms characteristic for tropical and sub-tropical regions;
- 9) **Expedition** – an organized trip aimed at the implementation of the assumed sport- or science-oriented tasks;
- 10) **Travel package** – at least two travel services forming a uniform programme and covered by one price, provided that such services include accommodation or last over 24 hours, or the programme includes a change of the place of stay; travel packages include stays in rented holiday houses or flats (apartments);
- 11) **Medical expenses** – the Insured's medical expenses necessary from the medical point of view and evidenced, if the Insured had to undergo treatment during a trip abroad due to sudden illness or personal accident;
- 12) **Costs of travel cancellation** – costs specified in the travel package or reservation contract, or costs of ticket, which the Insured will be charged with by the travel agency or the carrier or the landlord of the house or flat (apartment) in the case of cancelling his or her participation in the travel package or cancelling the ticket, as well as additional costs of transport back to the Republic of Poland or the Insured's country of permanent residence in the case of interruption of the trip;
- 13) **Country of permanent residence** – the country, other than the Republic of Poland, in which the Insured is currently covered by social security on the basis of residence permit or citizenship;
- 14) **Out-patient treatment** – provision of medical services by a service provider acting in accordance with the law in force to persons not requiring whole day or day-and-night treatment;
- 15) **Preventive odontology** – therapy of caries, therapy of necrotic changes, channel treatment, exchange of damaged fillings, treatment of gingival diseases (paradontosis, dental calculus removal);
- 16) **Sudden illness** – morbidity occurring suddenly and unexpectedly, threatening the Insured's life or health and requiring immediate medical assistance;
- 17) **Consequence of a chronic or neoplastic disease** – intensification (acutition) of a chronic or neoplastic disease occurring in a sudden way after crossing the border of the Republic of Poland or the Insured's country of permanent residence which requires immediate medical aid, and which causes the need to undergo treatment before the travel abroad is over;
- 18) **Personal accident** – a sudden event caused by external circumstances, in the consequence of which the Insured, contrary to his or her will, suffered a permanent injury, health disorder or died;
- 19) **Next-of-kin** – Insured's spouse, civil law spouse, children (also adopted children), siblings or parents; for the purposes of insurance of costs of travel cancellation or interruption, a travelling companion is also deemed next-of-kin, provided that he or she is covered by the same travel package contract and accommodated at the same hotel and hotel room as the insured person;
- 20) **Accompanying person** – the person travelling along with the Insured and indicated by him or her to accompany him or her during the treatment or transport;
- 21) **Summoned accompanying person** – Insured's next-of-kin residing in the Republic of Poland or his or her country of permanent residence and indicated by the Insured, who, if there is no accompanying person, will come to the place of event and accompany the Insured during the treatment;
- 22) **Persons for whom the Insured is responsible** – the Insured own or adopted children, the Insured's spouse's own or adopted children, the Insured's grandchildren;
- 23) **Stay in hospital** – hospital treatment lasting uninterruptedly at least 24 hours;
- 24) **Travel abroad** – Insured's stay outside the territory of the Republic of Poland and his or her country of permanent residence, starting the moment the Insured crosses the border of the Republic of Poland or the country of permanent residence, and ending the moment the Insured returns to the Republic of Poland or the country of permanent residence;
- 25) **Manual labour** – the Insured taking on or performing gainful activity, regardless of the legal basis for such employment, except for bus driver and white-collar work (office work, scientific work etc.); for the purposes of these GT&C non-gainful activity, e.g. volunteer work, traineeship at a workshop or a factory, is also deemed manual labour; if the Insured's work combines both manual labour and white-collar work, the Insured is deemed to perform manual labour;

- 26) **Robbery** – seizure of property using physical constraint or threat of its use against the Insured, or driving the Insured unconscious or vulnerable;
- 27) **Family insurance** – a minimum of 3 people covered by insurance (1 parent + 2 children or 2 parents + 1 child), and a maximum of 6 people (2 parents + 4 children); child – a person from 1 day old to 18 years old;
- 28) **Premium** – the amount due from the Policyholder to the Insurer under the insurance contract;
- 29) **Extreme sports** – sports disciplines the practising of which requires special skills, braveness and acting under the circumstances of high risk, in particular: airborne sports (such as parachuting, jumping from high buildings or rocks, paragliding, gliding, pilotage of any motor aircraft), mountain cycling, speleology, ski jumping, bump skiing, acrobatic ski jumping, heliskiing;
- 30) **High risk sports** – practising sports such as: motorsports (quads, snowmobiles and other land vehicles), water motorsports (personal water crafts, water skis, motorboats and other water sports using motor vehicles), horse-riding, polo, hunting, diving with the use of air apparatus, rafting or other water sports practised on mountain rivers, mountaineering, rock climbing, martial arts and all types of defence sports, trekking practiced over 3000 metres over sea level;
- 31) **Sports equipment** – equipment related to a sports discipline which the Insured is going to practise during his or her travel abroad. The following are deemed sports equipment: skis for all types of skiing together with ski boots, snowboard for all types of snowboarding together with boots, surfboard for all types of surfing together with sail (windsurfing) or kite (kitesurfing), bicycle, special equipment used for diving together with all the accessories;
- 32) **Parties** – AXA Towarzystwo Ubezpieczeń i Reasekuracji S.A. with its registered office in Warsaw, and the Policyholder;
- 33) **Sum insured** – the upper limit of the Insurer's liability determined per risk;
- 34) **Hospital** – an in-patient health care centre acting in accordance with the applicable law in force, the task of which is to provide day and night medical care, treatment and surgical procedures by qualified medical and nursing staff; in the understanding hereof this term does not cover alms-houses, mental hospitals, hospice, drug and alcohol abuse cure centres etc., health resort centres, resort centres, spa or rehabilitation centres;
- 35) **Insurer** – AXA Towarzystwo Ubezpieczeń i Reasekuracji S.A. with its registered office in Warsaw;
- 36) **Permanent health detriment** – permanent injury to the Insured's body suffered as a result of a personal accident covered by insurance, whereby a permanent injury is understood as permanent defect of structure and function of an organ or extremity;
- 37) **Policyholder** – a natural or legal person or an entity not having the status of a legal person, but having capacity to perform acts in law, being a party to the insurance contract and obliged to pay the premiums;
- 38) **Insured** – a natural person, for the benefit of whom an insurance contract has been concluded;
- 39) **Insurance contract** – an insurance contract concluded between the Policyholder and the Insurer;
- 40) **Beneficiary** – a person authorized to receive a benefit in the case of the Insured's death, appointed by name by the Insured; in the case the beneficiary has not been appointed, the members of the Insured's family are entitled to receive the benefit in the following order: spouse, children, parents, other statutory heirs, regardless of whether they actually inherit from the Insured; if there are a few entitled members of the Insured's family, the benefit is payable in equal parts;
- 41) **Territorial scope of insurance:**
- Zone N** – neighbouring countries (Republic of Belarus, Czech Republic, Republic of Lithuania, Federal Republic of Germany, Slovak Republic, Ukraine, and Kaliningrad Oblast),
 - Zone A** – Europe (Republic of Albania, Principality of Andorra, Republic of Austria, Republic of Belarus, Kingdom of Belgium, Bosnia and Herzegovina, Republic of Bulgaria, Republic of Croatia, Republic of Cyprus, Czech Republic, Kingdom of Denmark, Republic of Estonia, Republic of Finland, French Republic, Hellenic Republic, Kingdom of Spain including the Canary Islands, Ireland, Iceland, Principality of Liechtenstein, Republic of Lithuania, Grand Duchy of Luxembourg, Republic of Latvia, former Yugoslav Republic of Macedonia, Republic of Malta, Republic of Moldova, Principality of Monaco, Kingdom of the Netherlands, Kingdom of Norway, Portuguese Republic, Russian Federation,

Federal Republic of Germany, Romania, Republic of San Marino, Republic of Serbia, Republic of Montenegro, Slovak Republic, Republic of Slovenia, Swiss Confederation, Kingdom of Sweden, Republic of Turkey, Holy See, Ukraine and the Kaliningrad Oblast, Republic of Hungary, United Kingdom of Great Britain and Northern Ireland, and Italian Republic),

c) **Zone B** – worldwide, excluding the territory of the Republic of Poland and the country of permanent residence of the Insured;

- 42) **Practising professional or record-seeking sport** – practising sports regularly and intensely, i.e. taking part in training, competitions and training camps as a member of sports clubs, as well as gaining income from the sports discipline practised; taking part in trips to places characterised by extreme climatic or natural conditions, or in expeditions.

Subject and scope of insurance

§ 3

- The insurance may cover the following:
 - Medical expenses and immediate assistance (risk code ME);
 - Personal accident (risk code PA);
 - Travel luggage (risk code TL);
 - Private liability (risk code TPL);
 - Third party liability related to practising sports (code risk TPL);
 - Sports equipment (risk code SE);
 - Costs of cancellation.
- The subject and scope of insurance is conditioned on the version and variant of insurance according to which the insurance contract is concluded.
- The insurance contract may be concluded in one of two versions of insurance: **TRAVEL** or **TRAVEL SPORT** and the following variants of insurance for each version respectively:
 - variant XSmall** (zone N – neighbouring countries)
 - medical expenses and immediate assistance (basic scope),
 - personal accident;
 - variant Small** (zone A – Europe)
 - medical expenses and immediate assistance (basic scope),
 - personal accident,
 - travel luggage;
 - variant Medium** (zone A – Europe)
 - medical expenses and immediate assistance (basic scope),
 - personal accident,
 - travel luggage and luggage delay;
 - variant Large** (zone B – worldwide)
 - medical expenses and immediate assistance (extended scope),
 - personal accident,
 - travel luggage and luggage delay,
 - third party liability;
 - variant XLarge** (zone B – worldwide)
 - medical expenses and immediate assistance (extended scope),
 - personal accident,
 - travel luggage and luggage delay,
 - third party liability;

Each of the variants above may also be taken out as family insurance.

- The difference between Variants Large and XLarge is the sum insured (according to the table in § 33 item 3).
- The difference between versions TRAVEL and TRAVEL SPORT is the possibility of covering sports activities. The version TRAVEL does not cover any type of sports activity. In the version TRAVEL SPORT all Insureds are covered with insurance of amateur practising of summer and winter sports and it is possible to insure the following sports activities, upon payment of additional premium:
 - practising high risk sports (risk code HRS);
 - practising professional and record-seeking sports (risk code PS);
 - practising extreme sports (risk code ES).
- In the version TRAVEL SPORT it is also possible to insure additionally:
 - sports equipment;
 - third party liability related to practising sports.

7. Regardless of the version and variant every Insured may be covered with insurance of costs of travel cancellation.
8. The insurance under the insurance contract covers exclusively the events which take place within the area covered by the territorial scope of the insurance.
9. The version, variant and territorial scope of insurance are specified in the policy.

CHAPTER II

A. MEDICAL EXPENSES AND IMMEDIATE ASSISTANCE – basic scope

Subject and scope of insurance

§ 4

The insurance covers the following costs incurred as a consequence of a sudden illness or a personal accident which took place during a trip abroad:

- 1) Medical expenses;
- 2) Costs of transport to the Republic of Poland or the country of permanent residence;
- 3) Costs of transport of corpse to the place of burial in the territory of the Republic of Poland or the country of permanent residence;
- 4) Costs related to organising and providing immediate assistance;
- 5) Costs of rescue action.

Medical expenses

§ 5

1. The insurance covers evidenced medical expenses necessary from the medical point of view, incurred by the Insured who, while staying abroad, had to undergo treatment in the consequence of a sudden illness or a personal accident.
2. The Insurer covers the evidenced costs of the following services up to the amount of the sum insured of medical expenses and immediate assistance:
 - 1) Medical consultation, including transport of a doctor from the nearest health care centre, if it is required due to the Insured's state of health;
 - 2) Insured's transport from the place of personal accident or sudden illness to the nearest hospital or health care centre as well as transport from such medical centres to the place of stay abroad using the means of transport approved by a Call Centre doctor. The limit for the costs of transport from the medical centre to the place of stay abroad is EUR 100;
 - 3) Insured's transport to another health care centre if the one where the Insured is currently treated does not provide the medical care adjusted to his or her state of health, as recommended in writing by the head doctor and agreed with the Call Centre;
 - 4) Out-patient tests and procedures, medicines (excluding vitamins, dietary supplements, beauty creams and ointments) and dressing materials prescribed by the head doctor and approved by a Call Centre doctor;
 - 5) Stay in hospital, i.e. treatment, procedures and surgeries which cannot be postponed till the time the Insured returns to the Republic of Poland or his or her country of permanent residence due to his or her state of health. The Call Centre chooses the hospital which best suits the Insured's state of health, organises transport to hospital by a means of sanitary transport, informs the hospital on the payment conditions and maintains permanent contact with the hospital;
 - 6) Dental treatment in the case of sudden inflammation, up to the total equivalent of EUR 250 for all cases requiring immediate medical aid occurring during the period of insurance;
 - 7) Repair or purchase of glasses, prostheses, dentures and auxiliary means in case they were damaged in a personal accident, whereby the Insurer covers the costs thereof up to 10% of the sum insured of medical expenses and immediate assistance;
 - 8) One appointment with a doctor and, if necessary, transport to a health care centre with relation to pregnancy, up to the total amount of EUR 100;
 - 9) Costs of decompression chamber in medically justified cases, provided that a premium loading has been paid for insurance of the risk of diving using an air apparatus (high risk sports – risk code HRS); this provision applies to the version TRAVEL SPORT.

3. The limits of liability specified in item 2 apply to:
 - 1) One Insured, and
 - 2) All the events which occur during the entire period of insurance.

Costs of transport to the Republic of Poland or the country of permanent residence

§ 6

1. The insurance covers the necessary and evidenced costs of the Insured's medical transport to the Republic of Poland or the country of permanent residence, either to a health care centre or to the Insured's place of residence, with relation to a sudden illness or a personal accident, provided that the Insured's state of health requires that and that the transport is carried out as recommended in writing by the head doctor and accepted by the Call Centre.
2. The subject of insurance also covers the necessary and evidenced costs of the Insured's transport to the Republic of Poland or the country of permanent residence upon completion of treatment, where the Insured may not continue the trip or return to the country using the means of transport planned earlier. The type of means of transport must always be accepted by the Call Centre.
3. If the cost of transport to the Insured's country of permanent residence exceeds the cost of transport to the Republic of Poland, the amount of the cost of transport to the Republic of Poland is the limit of the Insurer's liability.

Costs of transport of corpse

§ 7

1. In the case of the Insured's death during a travel abroad as a result of a personal accident or a sudden illness, the Insurer covers the following costs:
 - 1) Costs of transport of the Insured's corpse to the place of burial in the territory of the Republic of Poland or the country of permanent residence, or costs of burial abroad;
 - 2) Costs of purchase of a coffin or urn and cremation.
2. The Insurer, through the agency of the Call Centre, covers the costs of purchase of coffin or urn and cremation agreed with the beneficiaries. The limits of liability are as follows:
 - 1) In the case of purchase of coffin – the equivalent of EUR 1250;
 - 2) In the case of cremation – the equivalent of EUR 1250 being the limit for purchase of urn and cremation.
3. The decision on the method of transport of corpse is made by the Call Centre.

Costs related to organising and providing immediate assistance

§ 8

Within organising and providing immediate assistance the Insurer guarantees the following services and benefits:

- 1) **Day-and-night service of the Call Centre**
- 2) **Information services**
The Call Centre provides the Insured with the information on: customs and visa regulations, documents required during the entry and stay in a given country, recommended vaccinations, car rental, accommodation options, weather and climate conditions.
- 3) **Assistance in case of theft or loss of documents**
In the case of theft or loss of the Insured's credit cards or euro-cheques during a travel abroad, the Call Centre helps the Insured block his or her personal account, either by providing the Insured with the right phone number to the bank where the Insured's bank account is maintained, or by providing the bank maintaining the Insured's account with information on the theft or loss. The Insurer is not liable for the effectiveness or the correctness of the process of blocking the account by the bank, or the potential damage resulting therefrom.
In the case of theft, loss of or damage to documents required during the travel abroad, the Call Centre provides the Insured with information on the actions to be taken in order to obtain replacement documents.
- 4) **Costs of food and accommodation of the person accompanying the Insured in the travel**
If the Insurer covers the costs of the Insured's stay in hospital and the hospitalization extends beyond the original date of the Insured's return to the Republic of Poland or his or her country of permanent residence, the Insurer additionally covers the costs of food and ac-

commodation of one person accompanying the Insured. Such costs are covered up to the equivalent of EUR 100 per day, for a maximum of 7 days.

5) **Travelling expenses of a summoned accompanying person**

If the Insurer covers the costs of the Insured's stay in hospital for a period exceeding 7 days, and no adult accompanies the Insured in his or her travel, the Insurer additionally covers the costs of return journey of one person residing in the territory of the Republic of Poland or the country of permanent residence summoned to accompany the Insured, up to the equivalent of EUR 1000. The Insurer covers the costs of train or bus ticket, or, if the journey by these means of transport lasts longer than 12 hours, a plane ticket in economy class. Additionally the Insurer covers the costs of food and accommodation of such a person up to the equivalent of EUR 100 per day, for a maximum of 7 days.

Costs of rescue action (applicable only to TRAVEL SPORT)

§ 9

The insurance covers the necessary and evidenced costs incurred for rescue or search action (rescue costs) led by special rescue services in order to rescue the life or health of the Insured who had an accident outside the Republic of Poland or his or her country of permanent residence (which does not necessarily need to result in permanent health detriment) or suffered a sudden illness during any sports activity. The costs of rescue are understood as:

- 1) Costs of search action led by special rescue services;
- 2) Costs of rendering medical first aid in the place of the event;
- 3) Costs of transport from the place of accident to the nearest health care unit required by the Insured's state of health (using special means of transport such as sleigh, helicopter, toboggan, motor-boat).

B. MEDICAL EXPENSES AND IMMEDIATE ASSISTANCE – extended scope

Subject and scope of insurance

§ 10

The scope of insurance in the extended variant is the same as in the basic variant:

- 1) Medical expenses (§ 5);
- 2) Costs of transport to the Republic of Poland or the country of permanent residence (§ 6);
- 3) Costs of transport of corpse to the place of burial in the territory of the Republic of Poland or the country of permanent residence (§ 7);
- 4) Costs related to organising and providing immediate assistance (§ 8), where the coverage in this respect is extended to the costs indicated in § 11 below;
- 5) Costs of rescue action (§ 9).

Costs related to organising and providing immediate assistance

§ 11

In the extended variant, within organising and providing immediate assistance, the Insurer also guarantees the following services and benefits:

1) **Continuation of the planned trip**

Where the Insured's state of health after completion of hospital treatment related to a sudden illness or a personal accident allows him or her to continue the trip, the Call Centre, at the Insured's request, organises and covers the costs of the Insured's transport from the place of hospitalization to the next stage of the trip, as planned, in order to enable him or her to continue the trip. The costs of transport are covered up to the equivalent of EUR 500.

2) **Costs of transport of next-of-kin**

If the Call Centre organises medical transport of the Insured or transport of corpse to the Republic of Poland or the country of permanent residence, the transport to the Republic of Poland or the country of permanent residence of each member (train or bus ticket or, if the journey using these means of transport would take more than 12 hours – plane ticket in economy class) of the Insured's family covered by insurance under the same insurance contract as the Insured will be organised and costs thereof will be covered, provided that the means of transport planned originally cannot be used.

3) **Care for minor children**

In the event of the Insured's death or if the Insurer covers the costs of the Insured's stay in hospital, and such Insured was travelling

with his or her minor children and no other adult travelled with them, the children's transport to the Republic of Poland or the country of permanent residence (train or bus ticket, or, if the journey by these means of transport lasts longer than 12 hours, a plane ticket in economy class) is organised additionally and the costs thereof are covered, up to the amount of EUR 1000 per child covered by insurance under the same insurance contract as the Insured, provided that the means of transport planned originally cannot be used. A representative of the Call Centre takes care of the children during the journey.

4) **Assistance in the case of the Insured's early return to the Republic of Poland or the country of permanent residence**

If the Insured is forced to a sudden early return to the Republic of Poland or the country of permanent residence, and the means of transport planned originally cannot be used, the Insurer will cover the costs of train or bus ticket, or, if the journey by these means of transport lasts longer than 12 hours, a plane ticket in economy class, up to the amount of EUR 1000. This benefit is only provided in the following cases:

- a) an evidenced, sudden, serious illness or a personal accident resulting in a stay in hospital or death of the Insured's next-of-kin,
- b) serious fortuitous events happening at the Insured's place of residence (i.e. fire or flooding of the Insured's flat, or burglary to such flat) evidenced by proper documentation, resulting in the necessity to take legal or administrative steps requiring the Insured's presence.

5) **Legal expenses**

If the Insured needs legal assistance during a trip abroad in a criminal case or one regarding a petty offence in the country where the Insured is staying, the Call Centre, at the Insured's request, will pay the lawyer's fee as well as organise and pay the translator's fee up to the total amount of EUR 2000.

If the proceedings conducted against the Insured prove the Insured's intentional action resulting in the legal problem, the Insured is obliged to return the costs of legal assistance (lawyer and translator's fees) to the Insurer.

The insurance does not cover cases related to the work performed or business activity conducted by the Insured, the Insured driving a motor vehicle, or his or her criminal activity.

6) **Flight delay**

In the case of cancellation or at least 5 hours' delay of a scheduled flight organised by a professional carrier, for which the Insured holds a valid ticket, the Insurer reimburses the Insured for the necessary expenses not covered by the carrier, borne starting from the sixth hour of delay confirmed by the carrier, up to the equivalent of EUR 200. The insurance does not cover charter flights.

C. SUMS INSURED AND LIMITATION OF LIABILITY (medical expenses and immediate assistance – basic and extended scope)

Sum insured

§ 12

The sum insured and the limits and sub-limits of the sum insured of medical expenses and costs of immediate assistance are determined in the Table under § 33 below.

Limitation and exclusion of liability

§ 13

1. The Insurer is not liable for medical expenses, costs of transport to the Republic of Poland or the country of permanent residence, corpse transport, immediate assistance and rescue costs if such services were not accepted by the Call Centre. An event resulting in the Insurer's liability must be reported to the Call Centre within 24 hours of its occurrence at the latest. The limitation referring to the requirement of acceptance of medical expenses by the Call Centre does not apply where the Insured objectively cannot contact the Call Centre due to his or her state of health.
2. The Insurer is not liable for medical expenses, costs of transport to the Republic of Poland or the country of permanent residence, corpse transport, immediate assistance and rescue costs referring to an Insured who had medical contraindications to travel abroad documented before the departure.
3. Regardless of the general exclusions referred to in § 40, the insurance does not cover medical expenses, costs of transport to the Republic of Poland or the country of permanent residence, corpse

transport, organising and providing immediate assistance and rescue costs if they result from:

- 1) Treatment not related to medical aid rendered as a consequence of a sudden illness or a personal accident;
- 2) Treatment, hospitalization or accommodation where the Insured refused to return to the Republic of Poland or his or her country of permanent residence contrary to the decision of a Call Centre doctor. Such a decision must be approved by and agreed with the Call Centre doctor and the head doctor;
- 3) Treatment, hospitalization or accommodation where, in the Call Centre doctor's opinion the treatment can be postponed until the Insured comes back to the Republic of Poland or his or her country of permanent residence;
- 4) Treatment exceeding the scope of medical services which is necessary to restore the Insured's state of health enabling him or her to return to the Republic of Poland or his or her country of permanent residence;
- 5) Treatment at a sanatorium, resort centre or drug and alcohol abuse cure centre, stays at SPA centres or hotels;
- 6) Psychoanalytical and psychotherapeutical treatment;
- 7) Treatment of illnesses or personal accident if they occurred before the conclusion of the current insurance contract;
- 8) Tests and investigations not necessary according to the Call Centre doctor for the purposes of diagnosing or treating the illness, follow-up tests and investigations (except for 1 follow-up appointment after an illness which started during the trip abroad), obtaining medical certificates, preventive vaccines;
- 9) Plastic and cosmetic surgery;
- 10) Treatment of mental disturbances, depressions, congenital defects, venereal diseases and AIDS, even if not treated before;
- 11) Insured's special diet, massages, baths, inhalations, therapeutic exercises, irradiation (even if recommended by a doctor) and other physiotherapy and rehabilitation procedures;
- 12) Abortion;
- 13) Pregnancy, except for one appointment with a doctor including transport to a health care centre (up to the total equivalent of EUR 100);
- 14) Childbirth within 2 months before due date;
- 15) Artificial insemination, any other type of infertility treatment, as well as purchase of contraceptives;
- 16) Services other than standard ones used during hospitalization, e.g. use of radio, TV, hairdresser or beautician services etc.;
- 17) Preventive dental treatment (except sudden inflammation as defined under § 5.2.6 hereof) and prosthetics;
- 18) Treatment with medicines not recognized by conventional medicine.

4. Under the version TRAVEL the insurance does not cover the risks specified below:
 - 1) practising amateur summer and winter sports (code AS);
 - 2) practising high risk sports (code HRS);
 - 3) practising professional and record-seeking sports (code PS);
 - 4) practising extreme sports (code ES).
5. Under the version TRAVEL the insurance does not cover the risks specified below unless an additional premium is paid:
 - 1) performing manual labour abroad (code ML);
 - 2) consequences of chronic and neoplastic diseases (code CD).
6. Under the version TRAVEL SPORT the insurance does not cover the risks specified below unless an additional premium is paid:
 - 1) practising high risk sports (code HRS);
 - 2) practising professional and record-seeking sports (code PS);
 - 3) practising extreme sports (code ES);
 - 4) consequences of chronic and neoplastic diseases (code CD).
7. Under the version TRAVEL SPORT the insurance does not cover manual labour abroad (code ML).
8. When covering with insurance the risk of practising extreme sports high risk sports and professional or record-seeking sports are covered automatically, without the need to pay additional premium, and in the case of combining additional sports risks (codes HRS, PS, ES) the highest premium loading covers all the sports risks covered by lower loadings).

D. PERSONAL ACCIDENT

Subject and scope of insurance

§ 14

1. The insurance covers the Insured's life and health while travelling abroad.
2. The Insurer undertakes to pay the following benefits:
 - 1) In the case of the Insured's death as a result of a personal accident which occurred during a trip abroad – benefits amounting to 50% of the sum insured of personal accident, provided that the death occurred within 12 months of the date of such personal accident;
 - 2) In the case of the Insured's permanent health detriment resulting from a personal accident – a benefit determined as the product of the sum insured of personal accidents and a percentage of permanent detriment determined in the table below.

Table of the degree of permanent health detriment

Item	Type of injury	Degree of permanent health detriment as %	
		Right*	Left*
1	Skull fracture:		
a	Bones of skull		1–20
b	Facial bones – maxilla, mandible, zygomatic bone		1–20
2	Mandible fracture		1–15
3	Nasal bone fracture		1–10
4	Spine fracture:		
a	Cervical spine		1–40
b	Thoracic spine		1–25
c	Lumbar spine		1–35
5	Sternum fracture		1–10
6	Rib fracture		1–5
7	Fracture of bones of pelvis (excluding coccyx):		
a	Anterior (pubic, sciatic bone)		5–15
b	Anterior and posterior (Malgaigne fracture)		10–35
8	Femoral fracture (in the area of femoral capital epiphysis, neck or shaft)		5–55

Item	Type of injury	Degree of permanent health detriment as %	
		Right*	Left*
9	Distal femoral epiphysis fracture (intraarticular) or tibial plateau fracture	1-30	
10	Tibia fracture	5-40	
11	Fibula fracture	1-5	
12	Patella fracture	5-40	
13	Tibia and fibula fracture (both bones of shin)	5-40	
14	Heel fracture	1-25	
15	Talus bone fracture	1-20	
16	Tarsus bones fracture	1-15	
17	Metatarsal bones fracture	1-15	
18	Big toe fracture	1-12	
19	Fracture of toes II-V (per toe)	1-3	
20	Total loss of lower extremity in the area of:		
a	Hip joint	75	
b	Thigh	70	
c	Knee joint	65	
d	Shin	50	
21	Total loss of foot	40	
22	Total loss of big toe (in the case of partial loss – $\frac{1}{3}$ of the value per phalanx bone)	6	
23	Total loss of toe II-V (in the case of partial loss – $\frac{1}{3}$ of the value per phalanx bone)	2	
24	Scapula fracture	1-40	1-35
25	Clavicle fracture	1-15	1-10
26	Proximal humerus fracture	1-30	1-20
27	Humeral shaft fracture	5-45	5-40
28	Distal humerus (intraarticular) fracture or proximal radius fracture or proximal ulna fracture	1-25	1-20
29	Ulna or radius shaft fracture	1-30	1-25
30	Proximal ulna (intraarticular) fracture or distal radius fracture	1-25	1-20
31	Distal radius (intraarticular) fracture and distal ulna fracture (both bones of forearm)	1-35	1-30
32	Carpus and metacarpus bones fracture	1-25	1-20
33	Fracture in the area of thumb	1-20	1-15
34	Index finger fracture	1-15	1-12
35	Fracture of fingers III-V (per finger)	1-10	1-7
36	Total loss of upper extremity in the area of:		
a	Shoulder	75	65
b	Arm	70	60
c	Forearm	65	55
d	Carpus (wrist)	55	45
37	Total loss of thumb (in the case of partial loss – $\frac{1}{3}$ of the value per phalanx bone)	20	15
38	Total loss of index finger (in the case of partial loss – $\frac{1}{3}$ of the value per phalanx bone)	15	10
39	Total loss of finger III-V (in the case of partial loss – $\frac{1}{3}$ of the value per phalanx bone)	5	4
40	Total loss of sight in both eyes	100	
41	Total loss of sight in one eye	40	
42	Total loss of sight in one eye without the loss of eye	35	
43	Total loss of auricle	10	
44	Total loss of hearing in both ears	60	
45	Total loss of hearing in one ear	20	
46	Total loss of speech	100	
47	Total loss of tongue	40	
48	Total loss of nose (including nasal bones)	15	
49	Total loss of smell	10	

Item	Type of injury	Degree of permanent health detriment as %	
		Right*	Left*
50	Total loss of a lung		30
51	Total loss of a kidney		35
52	Total loss of stomach		20
53	Total loss of spleen		15
54	Total loss of uterus		40
55	Total loss of a mammary gland		25
56	Total loss of an ovary or a testicle		20
57	Total loss of penis		35
58	Paralysis of four extremities – fixed		100
59	Paralysis of two extremities – fixed		80
60	Concussion		5
61	Cerebral contusion		10
62	2nd degree burn covering up to 1% of body surface		1–5
63	2nd degree burn covering 1%–15% of body surface		6–20
64	2nd degree burn covering 16%–30% of body surface		21–35
65	2nd degree burn covering over 30% of body surface		36–100
66	3rd degree burn covering up to 5% of body surface		1–20
67	3rd degree burn covering 6%–10% of body surface		21–50
68	3rd degree burn covering over 10% of body surface		51–100
69	Burn of respiratory tracts treated in hospital		1–100
70	2nd or higher degree cancelation (for each finger or toe)		5
71	2nd or higher degree congelation – more than one finger or toe		15
72	2nd or higher degree congelation of nose or ear		20
73	Damage to skin of face (scars and loss)		1–20
74	Scars on skin of chest		1–20
75	Scars on skin of abdominal cavity		1–20
76	Scars on skin of upper or lower extremity		1–15

* detriments suffered by left-handed persons are determined according to the percentages specified for the right-hand side.

Determination of benefits

§ 15

- For the purposes of the GT&C permanent health detriment covers only and exclusively the types of detriments specified in the Table of the degree of permanent health detriment.
- Types and amounts of the benefits to be paid are determined upon finding the causality between a sudden event resulting from an external cause and the Insured's death or permanent health detriment.
- The permanent health detriment is determined by doctors appointed by the Insurer based on the medical documentation. In disputable cases the Insurer reserves the right to refer the Insured to a medical board.
- The degree of permanent detriment should be established promptly upon completion of treatment including recommended rehabilitation, however not later than 24 months from the date of personal accident. The decision may be issued earlier if the degree of permanent health detriment is indisputable.
- In the case of loss or damage of an organ or system the functioning of which had already been handicapped prior to the accident because of a disease or permanent disability, the degree of permanent health detriment is determined as the difference between the degree of permanent health detriment for a given organ or system after the accident and the one existing prior to the accident.
- If the Insured died due to reasons not related to a personal accident and the degree of permanent health detriment had not been determined prior to his or her death, the degree is determined by doctors appointed by the Insurer.

- The total degree of permanent health detriment equals the sum of percentages determined for individual types of permanent health detriment; however their sum may not exceed 100%.
- If the Insured suffered permanent health detriment as a result of a personal accident and subsequently died as a result of the same personal accident, the Insurer pays exclusively the death benefit. If the Insurer paid a benefit for permanent health detriment before the Insured died, the death benefit is calculated as the difference between 50% of the sum insured of personal accidents and the amount paid out before due to permanent health detriment.

Sum insured of personal accident insurance

§ 16

The sum insured and the limits and sub-limits of the sum insured of personal accident are determined in the Table under § 33 below.

Limitation and exclusion of liability

§ 17

- Regardless of the general exclusions referred to in § 40 the Insurer is not liable in the following cases:
 - The Insured undergoing medical procedures, unless they result from treatment of consequences of a personal accident and have been recommended by a doctor;
 - Poisoning by solid or liquid substances which entered the organism by the digestive system;

- 3) Occupational disease or other diseases, even those occurring suddenly or manifesting themselves after the occurrence of a personal accident;
 - 4) Pregnancy or childbirth complications;
 - 5) Driving a vehicle or other means of transport by the Insured without the required license allowing to drive such a vehicle;
 - 6) Congenital defects, tropical diseases;
 - 7) Infections, with the reservation that the Insurer is liable where the Insured was infected with a virus or a pathogenic bacteria as a result of injuries suffered in a personal accident, where minor chafes of the cuticle or mucous membrane are not deemed injuries suffered in a personal accident; the consequences of infections with viruses or bacteria resulting from chafes suffered during a personal accident or thereafter are not covered by insurance; however, this exclusion does not apply to rabies and tetanus;
 - 8) Abdominal or inguinal hernia; however, the Insurer is liable where such abdominal or inguinal hernia is a consequence of a personal accident;
 - 9) Damage to intervertebral disks or bleeding from internal organs; however the Insurer is liable where the above damage is caused by a personal accident;
 - 10) Cerebral hemorrhage, infarctions, apoplexy.
2. Under the version TRAVEL the insurance does not cover the risks specified below:
 - 1) practising amateur summer and winter sports (code AS);
 - 2) practising high risk sports (code HRS);
 - 3) practising professional and record-seeking sports (code PS);
 - 4) practising extreme sports (code ES).
 3. Under the version TRAVEL the insurance does not cover the risks specified below unless an additional premium is paid:
 - 1) performing manual labour abroad (code ML);
 - 2) consequences of chronic and neoplastic diseases (code CD).
 4. Under the version TRAVEL SPORT the insurance does not cover the risks specified below unless an additional premium is paid:
 - 1) practising high risk sports (code HRS);
 - 2) practising professional and record-seeking sports (code PS);
 - 3) practising extreme sports (code ES);
 - 4) consequences of chronic and neoplastic diseases (code CD).
 5. Under the version TRAVEL SPORT the insurance does not cover manual labour abroad.

E. INSURED'S TRAVEL LUGGAGE

Subject and scope of insurance

§ 18

1. The subject of insurance is the Insured's travel luggage during his or her travel abroad.
2. The travel luggage is covered by insurance only when it is under direct care of the Insured or it is:
 - 1) Entrusted to a professional carrier against relevant forwarding documents;
 - 2) Given to left luggage office against receipt;
 - 3) Left in a closed individual luggage chamber at the station or hotel;
 - 4) Left in a locked room at the place of the Insured's accommodation (excluding a tent);
 - 5) Left in a locked boot of a motor vehicle or in a locked hatch or in a car park against receipt;
 - 6) Left in a locked cabin of a caravan or vessel.
3. The Insurer pays the compensation for the loss, destruction of or damage to the Insured's travel luggage during a trip abroad only if it results from:
 - 1) A fortuitous event: fire, windstorm, flood, torrential rain, hail, avalanche, direct stroke of lightning, earthquake, landslide or ground subsidence;
 - 2) Destruction of or damage to the insured luggage during rescue action led as a result of a fortuitous event specified in point 1);
 - 3) Road, water or air traffic accident;
 - 4) Burglary to the places specified under item 2 as well as theft from a locked boot (also a roof box) of a motor vehicle or a locked hatch, or robbery;

- 5) A personal accident or a sudden illness in the consequence of which the Insured loses the possibility of taking care of and securing his or her travel luggage;
 - 6) The luggage getting lost, while it was in the care of a professional carrier against forwarding documents.
4. The insurance in variants Medium, Large and XLarge also covers travel luggage delay. In the case of at least 5 hours' delay in the delivery of the travel luggage, the Insurer reimburses the Insured for the necessary costs incurred to purchase items to replace the ones being in the luggage checked in properly with a professional air carrier, starting from the sixth hour of delay, up to the equivalent of EUR 200, however not more than 50% of the sum insured of travel luggage.
 5. The period of delay counts from the moment the delay in delivery of luggage was notified to the carrier and obtaining a confirmation of such delay, up to the moment the luggage is delivered to the Insured's place of stay and made available to the Insured.

Sum insured of travel luggage

§ 19

The sum insured and the limits and sub-limits of the sum insured under travel luggage or sports equipment insurance are determined in the Table under § 33 below.

Limitation of liability

§ 20

1. Regardless of the general exclusions referred to in § 40 the Insurer is not liable for:
 - 1) Damage to or theft of motor vehicle equipment;
 - 2) Damage resulting from losing or leaving objects behind;
 - 3) Damage consisting exclusively of damage to or destruction of luggage containers (suitcases, trunks, etc.);
 - 4) Damage resulting from defects of the insured object;
 - 5) Damage consisting of damage to or destruction or loss of property as a result of wear and tear, catching fire, getting spoiled or escape, and in the case of fragile articles or ones placed in glass container – also break or loss of value of a damaged item;
 - 6) Damage occurring in the electric apparatus or devices because of their defects and the action of the electric current during their use, unless the action of electricity has caused fire;
 - 7) Damage resulting from emissions, escape or another form of substances getting into the air, water or ground;
 - 8) Damage being the effect of arrest, destruction or confiscation by customs office or other authorities.
2. Furthermore, the insurance does not cover:
 - 1) Silver, gold or platinum in scrap or bars;
 - 2) Means of payment (payment cards, cash etc.), travelling tickets, vouchers, bank books, savings bonds, securities and keys;
 - 3) Audio-visual equipment, communications equipment, photographic equipment;
 - 4) Jewellery, watches, works of art, antiques and collections;
 - 5) Computer hardware and software and data on all types of carriers;
 - 6) Sports equipment (unless an additional premium has been paid for extending the insurance cover to TRAVEL SPORT version);
 - 7) Vessels;
 - 8) All types of weapons and hunting trophies;
 - 9) Fuels, car accessories and items forming part of equipment of caravans and boats;
 - 10) Objects serving as production, trade or services instruments;
 - 11) Cars, trailers, caravans and other means of transport;
 - 12) Medical equipment, medicines, prostheses;
 - 13) Fur products;
 - 14) Food, alcohol, cigarettes;
 - 15) Valuables – computer, photo, audio-visual equipment and mobile phones.
3. When determining the amount of damage the following is not taken into consideration:
 - 1) Scientific, collection, historic or commemorative value;
 - 2) Costs incurred to decontaminate the debris.
4. The amount of compensation is determined on the basis of market prices on the date of determining the compensation, allowing for the degree of wear and tear.

5. The amount of compensation paid may not exceed the real value of damage incurred or cover damage which occurred before, including the degree of wear and tear.
6. The amount of compensation for sports equipment is determined based on market prices as at the date of calculating the compensation, allowing for the degree of wear and tear, being 10% for the first year, 20% for the second year and 30% for each following year counting from the manufacturing date of such equipment.

CHAPTER III

A. INSURED'S THIRD PARTY LIABILITY

Subject and scope of insurance

§ 21

1. The subject of insurance is the Insured's private third party liability for bodily injuries (causing death, injury to the body or health disorder) or property damage (damage to or destruction of property) inflicted on third parties by a tort committed during the Insured's travel abroad, which the Insured is obliged to redress in accordance with the law of the country of his or her stay.
2. Upon payment of an additional premium the insurance cover may be extended to the Insurer's liability up to EUR 10 000 for third party liability claims related to practising sports listed in the present GT&C.

§ 22

Under third party liability insurance the Insurer is only liable for damage resulting from the Insured's action or omission, and provided that the event resulting in damage occurred during the period of the Insurer's liability, and a claim has been made against the Insured as a result thereof.

§ 23

1. Within the limits of its liability, the Insurer is obliged to:
 - 1) Examine the grounds for claims made against the Insured,
 - 2) Cover the justified costs incurred to prevent the increase in the extent of damage,
 - 3) Cover the costs of consideration of experts appointed upon consent of the Insurer in order to determine the circumstances or extent of damage,
 - 4) Pay out the compensation which the Insured is obliged to pay to the injured under damage covered by the contract on the basis of a settlement concluded or approved by the Insurer, acceptance or a final court judgment,
 - 5) Cover the costs of consideration of a lawyer representing the Insured's interests during the judicial proceedings, provided that he or she was appointed by the Insurer or with its consent.
2. The sum insured for third party liability constitutes the upper limit of the Insurer's liability for one Insured with relation to all insured events occurring during the insurance period, regardless of the number of persons who caused the damage or contributed to the occurrence thereof.
3. Should the duty referred to in § 44.4.2 above be infringed, the Insurer is released from the duty to perform, unless the Insured could not have acted otherwise given the circumstances.

Sum insured

§ 24

The sum insured and the limits and sub-limits of the sum insured of third party liability are determined in the Table under § 33 below.

Limitation of liability

§ 25

1. The Insurer is not liable for damage resulting from possessing the following during a travel abroad:
 - 1) Dogs;
 - 2) Horses;
 - 3) Wild and exotic animals;
 - 4) Side arms, stinging weapons and firearm, as well as using it for sports of self-defence purposes.
2. The Insurer is not liable for damage not exceeding the equivalent of EUR 250 per event occurring during the period of the Insurer's liability and the benefits or compensations payable to the injured due to such events are reduced by such an amount.

3. The Insurer is not liable for claims made mutually by persons for the benefit of whom the insurance contract has been concluded, and by relatives of persons for the benefit of whom the insurance contract has been concluded.
4. Regardless of the general exclusions referred to in § 40 the Insurer is not liable for damage:
 - 1) Inflicted on next-of-kin;
 - 2) Inflicted intentionally by persons whom the Insured bears responsibility for;
 - 3) For which compensation is payable under mandatory third party liability insurance;
 - 4) Resulting from possessing, driving, using or starting mechanical vehicles, aircraft and vessels;
 - 5) Resulting from transmitting a disease to another person;
 - 6) Resulting from normal use of an item or as a result of technical wear and tear;
 - 7) Resulting from contractual liability (for failure to perform or wrong performance of an obligation);
 - 8) Resulting from actions related to the Insured performing all types of work, occupation or running business activity;
 - 9) Occurring in the territory of the Republic of Poland or the country of permanent residence;
 - 10) Related to practising high risk sports (code HRS);
 - 11) Related to practising professional and record-seeking sport or participating in competitions, races, shows and sport training (code RS);
 - 12) Related to practising extreme sports (code ES),
 - 13) Related to practising amateur summer and winter sports (code AS).

B. COSTS OF CANCELLATION INSURANCE

Subject and scope of insurance

§ 26

1. The subject of insurance covers the costs of travel cancellation i.e. costs of cancellation of a travel package or a ticket, or interruption of participation in a travel package for reasons beyond the control of the Insured, as specified in item 6.
2. The costs of travel cancellation include the fees provided for in a written contract concluded by the Insured with a travel agency, payable by him or her with reference to cancelling his or her participation in the travel before it starts.
3. The costs of travel interruption include the additional costs of return transport incurred by the Policyholder, constituting the difference between the costs of return transport provided for in the contract with the travel agency and the costs of transport resulting from early return.
4. The Insurer reimburses additional costs of return transport maintaining the standard of transport services provided for in the contract with the travel agency. The costs of transport are reimbursed only where the contract with the travel agency covers return (two-way) transport.
5. The costs of ticket cancellation are deemed the costs the Insured is charged with by the carrier with relation to annulling the ticket before the journey by plane, bus or ferry started in the territory of the Republic of Poland, based on the date of departure specified in the ticket.
6. The Insurer reimburses the costs of travel cancellation only where these result from:
 - 1) Insured's personal accident, sudden illness or premature delivery (i.e. delivery before 32nd week of pregnancy) – if it makes his or her participation in the travel impossible, or causes the Insured's death;
 - 2) A personal accident, sudden illness or premature delivery (i.e. delivery before 32nd week of pregnancy) of the Insured's next-of-kin, or the death of a next-of-kin;
 - 3) Serious fortuitous event requiring the Insured's presence at the place of residence on the date of planned departure – burglary into his or her flat, fire, inundation, windstorm or any other fortuitous event occurring at the Insured's place of residence;
 - 4) Unconditional summons issued by the administrative authorities of the Republic of Poland delivered to the Insured during his or her stay abroad, except for summons by military authorities, this exception not being applicable to costs of ticket cancellation;

- 5) Damage resulting from burglary, robbery or fire at a work place where the Insured is the employer, requiring his or her presence at the place of residence;
- 6) Death, personal accident, premature delivery (i.e. delivery before 32nd week of pregnancy) or sudden illness of the Insured's travelling companion, included by the Insured when signing the contract with the travel agency, only if such a contract refers to holiday home of flat (apartment) rent, and the price of rent is determined as a total for a given number of people. The number of people included may not be higher than accepted in the contract with the travel agency.

Sum insured of costs of travel cancellation

§ 27

1. The sum insured of costs of travel cancellation or interruption equals the price of the travel package.
2. The sum insured of the costs of ticket cancellation equals the price of the ticket.
3. The Insurer's liability is limited by the sum insured referred to in item 1, subject to the Insurer's liability per person not exceeding the equivalent of EUR 4000.
4. The Insurer's liability is limited by the sum insured referred to in item 2, subject to the Insurer's liability per person not exceeding the equivalent of EUR 1000.
5. In the case of travel package or ticket cancellation the Insured, subject to items 3 and 4, receives a benefit at the level of 80% (variant TC 80%) or 100% (variant TC 100%) of costs incurred but not reimbursed, depending on the insurance variant.

Limitation of liability

§ 28

1. Regardless of the general exclusions referred to in § 40 the Insurer is not liable where the tour operator is notified of the travel cancellation and the reasons behind it later than 2 days after the occurrence of the event justifying such cancellation.
2. The Insurer is not liable where the travel cancellation or interruption is related directly or indirectly with:
 - 1) Pregnancy and its complications, except for delivery occurring up to the 32nd week of pregnancy;
 - 2) Mental or emotional disturbances;
 - 3) Medical tests or investigations not resulting from a sudden need;
 - 4) Failure to have the required vaccinations done before a travel;
 - 5) Consequences of a chronic or neoplastic disease where the Insured or his or her next-of-kin was diagnosed with such a disease before concluding the insurance contract, mental disturbances, depressions, congenital defects (in the case of a diagnosed chronic or neoplastic disease it is possible to have it covered with the Insurer's liability, provided that an additional premium is paid).
3. The Insurer does not reimburse additional costs incurred by the Insured with reference to travel cancellation or interruption not included in the price of the travel (visas, telephones etc.).

COMMON PROVISIONS

Insurance contract

§ 29

1. The insurance contract may be concluded based on the conditions agreed by the Parties differing from the provisions of the GT&C. However, the above does not refer to the requirement specified in § 30 item 1.
2. The insurance contract may be concluded for the benefit of persons, who, the moment of concluding it, are over 65 years of age and are going to the USA, Canada or Australia.

§ 30

1. The insurance contract should cover at least medical expenses and immediate assistance services as well as personal accident.
2. The minimum insurance period is 1 day, and the maximum 12 months.

Contents of insurance contract

§ 31

By acceding to the insurance the Insured releases any doctors and health care centres carrying out his or her treatment both in the Republic of Poland and abroad from their duty to keep doctor-patient confidentiality and gives his or her consent to disclose the medical documentation to the representatives of the Insurer.

Conclusion of insurance contract

§ 32

1. The insurance contract is concluded based on the information provided by the Policyholder.
2. The insurance contract for medical expenses and immediate assistance, personal accident, travel luggage and third party liability may be concluded in the form of an individual, family or group (over 10 people covered by insurance) insurance. The insurance contract of costs of travel cancellation may only be concluded as individual insurance.
3. The contract in the family or group form covers all Insureds with the same scope of insurance, and the same premium and sum insured applies to all of them.
4. The Policyholder is obliged to notify the Insureds of their rights and duties under the insurance contract.
5. The insurance contract of costs of travel cancellation may be concluded at the latest 5 days after the date of concluding the travel package contract or making the total or partial advance payment, if this happens later than the conclusion of travel package contract or ticket purchase. If less than 30 days are left to the starting date of the travel package or flight departure, the insurance contract of costs of travel cancellation may only be concluded on the date of concluding the travel package or purchasing the ticket.
6. The Insurer confirms the conclusion of the insurance contract by issuing an insurance document, called the policy.

Sums insured

§ 33

1. The sums insured are the upper limit of the Insurer's liability for one Insured under the insurance contract for which such sums were determined.
2. The sums insured are reduced each time a benefit or compensation is paid out under the insurance contract for which such sums were determined, per one Insured.
3. The sums insured for individual types of insurance are specified in the table below:

Sums insured

(all sums in EUR, SI – sum insured, ME – medical expenses, TL – travel luggage, TPL – third party liability, PA – personal accident)

SCOPE OF INSURANCE	INSURANCE VARIANT/SUM INSURED				
	XSmall (neighbouring countries)	Small	Medium	Large	XLarge
	TERRITORIAL SCOPE				
	Zone N	Zone A	Zone A	Zone B	Zone B
MEDICAL EXPENSES AND IMMEDIATE ASSISTANCE	5 000	10 000	20 000	30 000	50 000
Clinic	up to SI ME	up to SI ME	up to SI ME	up to SI ME except for the USA, Canada, Japan, Australia and the Caribbean – limit 2 000	up to SI ME except for the USA, Canada, Japan, Australia and the Caribbean – limit 2 000
Insured's transport to a health care centre or between health care centres	up to SI ME	up to SI ME	up to SI ME	up to SI ME	up to SI ME
Dental treatment	up to 250	up to 250	up to 250	up to 250	up to 250
Repair or purchase of prostheses, dentures, glasses	up to 10% SI ME	up to 10% SI ME	up to 10% SI ME	up to 10% SI ME	up to 10% SI ME
Insured's transport to the Republic of Poland	up to SI ME	up to SI ME	up to SI ME	up to SI ME	up to SI ME
Transport of Insured's corpse	up to SI ME	up to SI ME	up to SI ME	up to SI ME	up to SI ME
Purchase of a coffin or costs of cremation and purchase of an urn	up to 1 250	up to 1 250	up to 1 250	up to 1 250	up to 1 250
1 appointment with a doctor related to pregnancy	up to 100	up to 100	up to 100	up to 100	up to 100
Accompanying person's food and accommodation costs	up to 100 per day max up to 7 days	up to 100 per day max up to 7 days	up to 100 per day max up to 7 days	up to 100 per day max up to 7 days	up to 100 per day max up to 7 days
Travelling expenses of a summoned accompanying person	up to 1 000	up to 1 000	up to 1 000	up to 1 000	up to 1 000
Rescue action costs (only in TRAVEL SPORT)	up to 5 000	up to 5 000	up to 5 000	up to 5 000	up to 5 000
Continuation of planned trip			up to 500	up to 500	up to 500
Costs of transport of next-of-kin			up to 1 000	up to 1 000	up to 1 000
Costs of transport of and care for minor children			up to 1 000	up to 1 000	up to 1 000
Assistance in the case of the Insured's early return to the Republic of Poland or the country of permanent residence			up to 1 000	up to 1 000	up to 1 000
Legal expenses			2 000	2 000	2 000
Flight delay			up to 200	up to 200	up to 200
PA	2 000	2 000	2 000	4 000	4 000
Benefit for total detriment to health	100% SI PA	100% SI PA	100% SI PA	100% SI PA	100% SI PA
Benefit for partial detriment to health	determined % SI PA	determined % SI PA	determined % SI PA	determined % SI PA	determined % SI PA
Death benefit	50% SI PA	50% SI PA	50% SI PA	50% SI PA	50% SI PA
TRAVEL LUGGAGE		200	200	400	400
Luggage delay			up to 200	up to 200	up to 200
TPL				50 000	50 000
Damage to property, max up to 10% of sum insured				5 000	5 000
Bodily injury				50 000	50 000
TPL related to practising sports listed in GT&C (only in version TRAVEL SPORT)	10 000	10 000	10 000	10 000	10 000
Insurance of sports equipment (only in version TRAVEL SPORT)	700	700	700	700	700
Costs of travel cancellation insurance	Price of travel package, max up to 4 000 per person				
Costs of ticket cancellation	Price of ticket, max 1 000 per person				

Insurance period**§ 34**

1. The Insurer's liability starts the moment the Insured starts the travel abroad, however not earlier than on the date and hour the insurance policy is issued and the premium is paid and covers insured events taking place during this period.
2. The Insurer's liability ends the moment the travel abroad ends, however not later than at the end of the last day specified in the insurance contract (policy).
3. If the person for the benefit of whom the insurance contract is concluded is abroad, the Insurer's liability starts after 3 days from the date of premium payment (waiting period). The premium is paid by the Insurer only for the period during which cover is provided.
4. A travel abroad is deemed to start the moment the Insured crosses the border of the Republic of Poland or the country of permanent residence, and to end the moment the Insured returns to the Republic of Poland or the country of permanent residence.
5. In the case of insurance of costs of travel cancellation the cover starts the moment the travel package contract is concluded or the ticket is purchased, however not earlier than on the date and hour the insurance policy is issued and the premium is paid, and ends on the last day of the travel package, however not later than the last day of the travel package as specified in the travel package contract; however, with reference to the costs of ticket cancellation, the insurance cover ends the moment the Insured boards the plane, ferry or bus.
6. The insurance period is specified in the insurance contract (policy).
7. The extension of the insurance contract requires issuing a new policy.

Termination of insurance contract**§ 35**

1. The Policyholder is entitled to withdraw from the insurance contract concluded for a period exceeding 6 months within 30 days, and if he is an entrepreneur, within 7 days from the date of conclusion. The withdrawal from the insurance contract does not release the Policyholder from the duty to pay the premium for the period of insurance cover granted by the Insurer.
2. The withdrawal from the contract does not result in any handling charges.
3. The Policyholder may terminate the contract at any time of its duration, with 14-day notice period.
4. The premium for the unused insurance period is reimbursed upon termination of the contract without any handling charges being deducted.

Premium**§ 36**

1. The insurance premium is calculated on the basis of the Insurer's premium tariff currently in force.
2. The amount of premium is conditioned on the following, without limitation: insurance variant, insurance version, insurance period, scope of insurance and amounts of sums insured.
3. The premium is determined in EUR.
4. The premium is payable in PLN, in the amount equivalent to the amount expressed in EUR, converted in accordance with the average exchange rate from the last table of the National Bank of Poland (NBP) announced before the day preceding the conclusion of the insurance contract.
5. System of loadings and discounts:
 - 1) TRAVEL version:
 - a) persons below 25 years old – 10% discount,
 - b) persons over 65 years old + 50% loading,
 - c) performing manual labour abroad (code ML) + 60% loading,
 - d) consequences of chronic or neoplastic diseases (code CD) + 300% loading,
 - e) group over 10 people – 10% discount;
 - 2) TRAVEL SPORT version:
 - a) persons below 25 years old – 10% discount,
 - b) persons over 65 years old + 50% loading,
 - c) consequences of chronic or neoplastic diseases (code CD) + 300% loading,
 - e) group over 10 people – 10% discount;
 - e) practising high risk sports (code HRS) + 100% loading,

- f) practising professional and record-seeking sports (code PS) + 200% loading,
- g) practising extreme sports (code ES) + 300% loading.

6. In the case of taking out insurance of costs of travel cancellation it is possible to insure the risk of consequences of chronic or neoplastic diseases upon payment of 200% loading.
7. In the case of taking out group insurance (more than 10 people) family insurance, the age loadings and discounts do not apply.
8. In the family variant it is not possible to take out insurance with loading for manual labour. In the case of taking out insurance with other loadings, the same loading applies to each of the insureds.

Premium return**§ 37**

1. The Policyholder is entitled to reimbursement of premium for the unused period of insurance.
2. The premium is reimbursed in PLN, in the amount equivalent to the amount expressed in EUR, converted in accordance with the average exchange rate from the last table of the National Bank of Poland (NBP) announced before the day preceding the conclusion of the insurance contract.
3. The premium for the unused insurance period is reimbursed without deducting handling costs.

Determination and payment of compensations and benefits**§ 38**

1. Where the Insured intentionally or through his or her gross negligence failed to observe any of his or her duties specified in these GT&C, and this influenced the scope of the Insurer's liability or the amount of benefit or compensation payable, the Insurer may refuse to pay such compensation or benefit to the extent such failure to observe the duties led to an increase in damage or the amount of benefit by the Insurer, or made it impossible for the Insurer to determine the circumstances and consequences of the event.
2. The grounds for the claim and the amount of benefit or compensation are determined based on full documentation specified in these GT&C or indicated by the Insurer and submitted by the Insured, Beneficiary or a third party.
3. Within 7 days of receipt of a notification of the occurrence of an event covered by the insurance the Insurer informs the person who made the notification, in writing or in another form accepted by such a person, of the documents necessary for the purposes of determining the right to and the amount of the benefit or compensation, if necessary in order to continue the procedure. The previous sentence and the provisions of item 2 above do not apply to assistance insurance (providing assistance to persons having difficulties during their travel or while outside the place of residence), if the performance was provided directly after the notification of a fortuitous event covered by the insurance or without carrying out the procedure of determining the state of facts regarding the event, the grounds for claims made and the amount of benefit.
4. The Insurer is obliged to pay out the benefits or compensations payable within 30 days of the date of receiving notification of the event.
5. If it is not possible to clarify the circumstances necessary to determine the Insurer's liability or the amount of benefit or compensation within the time specified in item 4, the Insurer pays out the benefit or compensation within 14 days of the date on which, applying due diligence, it was possible to clarify these circumstances; however, the indisputable part of compensation is paid within the time provided for in item 4.
6. If the Insurer fails to pay the benefit or compensation by the time limits specified above, it is obliged to notify the person who made the claim, in writing, informing him or her of the reasons for failure to satisfy the claim.
7. The benefit or compensation is paid in the territory of the Republic of Poland in PLN, according to the average exchange rate from the last table of the National Bank of Poland (NBP) announced before the day preceding the date of payment of the benefit or compensation to the Insured or Beneficiary, except for the costs reimbursed directly abroad to the service providers and cash benefits covered by assistance services or medical expenses, as well as benefits or compensations paid out outside the territory of the Republic of Poland under third party liability.
8. If the payment of benefit or compensation is not justified or the justified amount differs from the one stated in the claim, the Insurer

notifies the person who made the claim, in writing, indicating the circumstances and legal grounds justifying the total or partial refusal of benefit or compensation payment and instructing him or her on the possibility to enforce claims in court.

9. If the person claiming a benefit or compensation does not agree with the Insurer's decisions regarding the refusal to satisfy claims or the amount of benefit or compensation, he or she can file an appeal with the Insurer, in writing, within 30 days of the receipt of the notification.
10. In the case of the Insured's death after he or she acquired the right to the payment of compensation for events covered by the insurance, the Insurer will pay such compensation to his or her heirs.

Claims passing on the Insurer

§ 39

1. As of the date of payment of compensation by the Insurer, the Insured's claims against the third party liable for the damage pass on the Insurer up to the amount of paid compensation.
2. Claims against persons with whom the Insured lives in one household or for whom he or she is responsible, do not pass on the Insurer.
3. In the case of an event, the Insured is obliged to secure the possibility of enforcing claims against persons responsible for the damage.
4. If the Insured waives his or her claims against a person responsible for the damage without the Insurer's consent, or fails to perform the duties referred to in item 3 properly, the Insurer is released from the duty to perform to the extent this made it impossible to enforce recourse claims against the person responsible for the damage. If this is revealed or happens once the compensation has been paid, the Insured is obliged to return, at the Insurer's request, the part of the compensation from the payment of which the Insurer would have been released in accordance with the rules specified in the previous sentence.

General exclusions of the Insurer's liability

§ 40

1. The Insurer is not liable for the damage resulting from the Insured's intentional action, gross negligence or omission, unless the payment of benefit in given circumstances is justified by equity.
2. The Insurer is not liable for the damage occurring during a travel abroad if the purpose of such travel was for the Insured to undergo treatment.
3. The Insurer is not liable for events which occurred in the case of:
 - 1) Hostilities, acts of terrorism, martial law, state of emergency or participation of the Insured in riots, commotions, strikes, actions of protest, road blocks and scrimmaging, subject to the cover existing in the case the Insured suffered because of hostilities, acts of terrorism or civil war during his or her travel abroad; the above cover expires after 7 days of the start of war, acts of terrorism or civil war in the territory of the country of the Insured's stay. The Insurer is not liable if the Insured travels to a country in which a war or civil war already lasts, also when the Insured participates actively in the war, acts of terrorism or civil war. The Insurer is also not liable for accidents caused by nuclear, biological or chemical weapons;
 - 2) Participating in bets;
 - 3) The Insured's mental disease, retardation or disturbance and consequences thereof;
 - 4) A fit of convulsions or epilepsy;
 - 5) An accident being a result of the Insured's consumption of alcohol, consumption of drugs, medicines or other intoxicants, driving a vehicle without the licence required by the law of a given country or the Insured attempting to commit or committing an offence;
 - 6) Participation in motor vehicle or motorboat races, driving on roads intended for fast driving, races as well as other drives of motor vehicles aimed at competition;
 - 7) Accidents suffered by an Insured while participating, as a driver or a passenger of a motor vehicle, in events the aim of which is to achieve the highest possible speed, including exercises or training for such events;
 - 8) A flying accident if the Insured was the pilot or a passenger of non-licensed airlines;
 - 9) The Insured actively serving in the armed forces;

- 10) Insured's attempt to commit or committing a suicide or self-mutilation.
4. The insurance provided by the Insurer does not cover the events taking place in the territory of the USA, Canada or Australia, if the Insured was over 65 years of age the moment the insurance contract was concluded.

Policyholder and Insured's general duties

§ 41

The Policyholder is obliged to pay the premium in the amount and on the dates specified in the insurance contract.

Insured's duties and procedure related to medical expenses and immediate accident insurance as well as personal accident insurance

§ 42

1. The Insured is obliged to prevent, if possible, the damage from increasing and limit the consequences thereof.
2. In the case of the occurrence of an event covered by the insurance contract the Insured or a person acting on his or her behalf is obliged to:
 - 1) Before taking any steps on his or her own, call the Call Centre to request help immediately and absolutely at the latest within 24 hours of the event resulting in the Insurer's liability. The phone number to the Call Centre is available on the policy; the Call Centre operates seven days a week, 24 hours a day. Information is given in Polish;
 - 2) Explain to the Call Centre employee the situation the Insured is in and the kind of help he or she needs, and give the employee the necessary information on the insurance, i.e.:
 - a) Policy number,
 - b) Insured's name and surname,
 - c) Phone number the Call Centre can use to call the Insured or his or her representative;
 - 3) Make all the medical information available to Call Centre doctors;
 - 4) Observe the recommendations transmitted by the Call Centre, giving it the information required as well as all the necessary powers of attorney;
 - 5) Enable the Call Centre to perform actions necessary to determine the circumstances of the occurrence of damage, justification and amount of claim and to provide help and explanations in this respect;
3. Contacting the Call Centre and obtaining a guarantee of payment of medical expenses incurred for hospitalization and treatment in a clinic, as well as the costs of medical transport and corpse transport, is a condition for the Insurer accepting liability. In accordance with § 13 item 1, the Insured is obliged to contact the Call Centre within 24 hours of the event resulting in the Insurer's liability.
4. If the Insured fails to fulfil the duties referred to in items 2 or 3 for reasons beyond his or her control and if he or she incurred costs related to medical expenses or immediate assistance at the place of the event, he or she must file a claim with the Insurer in writing within 7 days of his or her return to the Republic of Poland or his or her country of permanent residence. The documentation must be sent to the Insurer's address indicated on the policy.
5. Where the duties specified in the preceding items are infringed due to intentional fault or gross negligence, the Insurer may reduce the benefit proportionally to the extent such an infringement has contributed to an increase in damage or made it impossible to determine the circumstances and consequences of the event.
6. The claim for payment of benefit or compensation under medical expenses and immediate assistance insurance must include:
 - 1) Policy number,
 - 2) Detailed description of the circumstances of the occurrence of damage;
 - 3) Medical certificate describing the type and nature of injuries sustained, including the exact diagnosis and treatment prescribed;
 - 4) All the invoices, bills and hospital certificates, as well as receipts which will enable the Insurer to determine the total medical expenses incurred by the Insured.
7. In the case of a personal accident the Insured is obliged to:
 - 1) Obtain medical documentation including a medical diagnosis;

- 2) Notify the Insurer of the accident within 7 days of the date of return to the Republic of Poland or the country of permanent residence, by delivering:
 - a) Accident report form filled in carefully, focusing in particular on the circumstances of the accident;
 - b) Documents necessary to determine the grounds for and the amount of the benefit, including without limitation medical documentation from the place of accident confirming the circumstances of the accident and the type of injury, and in the case of lack of such a documentation, other evidence confirming that the accident took place during the travel abroad, a document authorising to drive the vehicle and originals of invoices paid.
8. In the case of the Insured's death, the Beneficiary mentioned by name is obliged to submit, additionally to the documents specified under item 7, the document of identity and a copy of death certificate; if there is no such person mentioned by name, a member of the Insured's family applying for the benefit is obliged to submit the documents certifying his or her relationship or affinity to the Insured.
9. The Insured, at the Insurer's request, is obliged to:
 - 1) Undergo medical or diagnostic tests and investigations, with the minimum risk, with the exclusion of genetic tests, for the purposes of determining his or her state of health or the degree of permanent health detriment. The costs of such tests and investigations are borne by the Insurer;
 - 2) Make the results of tests and investigations or medical documentation referring to the treatment available, or give his or her consent so that the Insurer can request such data or documents from competent persons or institutions;
 - 3) Give the Insurer his or her consent in writing to contact the entities which provided health services to the Insured – so that the Insurer can obtain information to verify the data given by the Insured on his or her state of health, determine his or her right to a benefit under the insurance contract and the amount thereof – and release such entities from patient-doctor confidentiality regarding the health services provided.
4. Where the duties specified in item 3 above are infringed due to intentional fault or gross negligence, the Insurer may reduce the benefit proportionally to the extent such an infringement has contributed to an increase in damage or made it impossible to determine the circumstances and consequences of the event.
5. The notification must include:
 - 1) Policy number;
 - 2) Detailed description of the circumstances of the occurrence of damage;
 - 3) List of objects damaged or lost, specifying their value and year of acquisition;
 - 4) Evidence confirming loss, destruction of or damage to travel luggage or sports equipment;
 - 5) In the event of damage to or destruction of sports equipment, the bills for its repair, with the reservation that all the repairs must be made in the Republic of Poland, regardless of the place of damage.
6. In the case of damage to or destruction of sports equipment the damaged equipment must be kept for inspection by the Insurer if necessary.

Insured's duties and procedure in the event of damage under third party liability insurance

§ 44

1. The Insured is obliged to prevent, if possible, the damage from increasing and limit the consequences thereof.
2. If the Insured obtained information on legal steps being taken against him or her, he or she must notify the Insurer thereof, even if he or she has already notified the Insurer of the insured event taking place.
3. Where the Insured does not consent to the Insurer concluding a settlement with the injured or satisfying his or her claims, the Insurer is not liable for any additional costs resulting from it.
4. After each event resulting in the Insured inflicting damage, the Insured is obliged to:
 - 1) Notify the Call Centre immediately, however not later than within 7 days of the date of the event which may result in a claim under third party liability and follow the Call Centre's instructions;
 - 2) Not to accept or satisfy the injured's claims without the consent of the Call Centre, nor conclude any contract or settlement regarding the injured's claims without the Call Centre's approval;
 - 3) Grant a power of attorney to the person appointed by the Call Centre to handle the matter or appeal to a civil court if legal action has been taken against him or her, provided that the Call Centre requests that;
 - 4) Transfer to the Call Centre every summons, statement of claim or any other pleadings delivered to the Insured, immediately upon receipt thereof.
5. Where the duties specified in item 4 above are infringed due to intentional fault or gross negligence, the Insurer may reduce the benefit proportionally to the extent such an infringement has contributed to an increase in damage or made it impossible to determine the circumstances and consequences of the event.

Insured's duties and procedure in the event of damage under travel luggage or sports equipment insurance

§ 43

1. The Insured is obliged to prevent the occurrence of damage, and especially to follow the rules of proper care of the property.
2. The Insured is entitled to compensation for loss of travel luggage or sports equipment provided that he or she does not recover the travel luggage or sports equipment. If the Insured recovers undamaged travel luggage or sports equipment for which compensation has already been paid out, the Insured is obliged to return the amount of paid compensation and the Insurer only covers the necessary costs incurred to recover the travel luggage or sports equipment (however not more than up to the amount of compensation that would have been payable had the luggage not been recovered).
3. In the case of damage the Insured is obliged to:
 - 1) Prevent the increase in the extent of damage;
 - 2) Secure evidence of the occurrence of damage, both in the case of loss or destruction of and damage to the travel luggage or sports equipment;
 - 3) Secure damaged or destroyed items in order to make their inspection by the Insurer's representative possible;
 - 4) Notify the police of any case of burglary, robbery or loss of property covered by insurance immediately, however not later than within 12 hours of the event, and obtain a confirmation of this fact in writing, specifying the lost objects (kind, quantity) and stating their value;
 - 5) Notify the appropriate carrier or the management of hotel, holiday centre, camping etc. of any damage which occurred in a public means of transport or in the place of accommodation, and obtain a confirmation of such a notification in writing, specifying the lost objects (kind, quantity) and stating their value;
 - 6) In the event of total or partial destruction of property due to the occurrence of a fortuitous event or as a consequence of a rescue action, obtain a confirmation of such damage in writing from competent authorities, specifying the lost objects (kind, quantity), and file a claim for payment of compensation by the Insurer within 7 days of the date of return to the Republic of Poland or the country of permanent residence;

Insured's duties and procedure in the case of necessity of travel cancellation

§ 45

1. If it becomes necessary to cancel a travel package, the Insured is obliged to notify the tour operator thereof in writing immediately, however not later than within 48 hours of the event resulting in the need to cancel the travel. Failure to meet this deadline may result in the benefits being limited to the amount which would result from the costs of travel cancellation applied by a given tour operator on the date of the occurrence of the event.
2. The Insured is obliged to notify the Insurer in writing of the need to cancel the travel within 7 days of the date of event specified in § 26 item 6.
3. When filing the notification of travel cancellation, the Insured is obliged to deliver all the documents necessary to determine the grounds for the claim, including without limitation the originals of:
 - 1) Travel package contract and a copy of the travel package conditions in force;
 - 2) Flight, ferry, bus ticket together with payment receipt;
 - 3) Travel package payment receipt;

- 4) Declaration on cancellation of the travel package confirmed by the travel agency;
 - 5) Declaration from the carrier on cancellation of flight, ferry or bus ticket;
 - 6) Documentation confirming the amount of reimbursement issued by the travel agency on behalf of the tour operator;
 - 7) Medical documentation;
 - 8) Confirmation from the employer on being on sick leave;
 - 9) Any other official documentation related to the Insured being summoned by the state administration bodies.
4. Where it is necessary to interrupt participation in a travel, the Insurer is obliged to notify the Insurer thereof and of the reasons for an early return immediately, however not later than within 48 hours of the event resulting in the travel interruption (and not later than the Insured starting the return journey), and obtain the guarantee of payment for the costs of early return. In order to obtain the guarantee of payment of the costs of travel package interruption the Insured must follow the Call Centre's instructions.
 5. Where the duties specified in items 1–4 above are infringed due to intentional fault or gross negligence, the Insurer may reduce the benefit proportionally to the extent such an infringement has contributed to an increase in damage or made it impossible to determine the circumstances and consequences of the event.

Insurer's duties

§ 46

1. The Insurer is obliged to provide the performance in the case of occurrence of an insured event based on the conditions specified in the GT&C.
2. The Insurer is obliged to confirm the conclusion of the insurance contract by issuing a policy.
3. In accordance with the law in force, the Insurer is obliged to keep the data on persons specified in the insurance documentation confidential.

Complaints

§ 47

1. In any case an interested party may lodge a complaint with the Management Board of the Insurer.
2. The complaint may be lodged directly at the Insurer's registered office or sent in writing to the Insurer's address. The complaint must contain the data enabling to identify the person filing it as well as the subject thereof.

3. Complaints are examined without delay, however not later than within 30 days of the date of receipt by the Insurer. Where it is not possible to examine a complaint within the thirty-day period mentioned above, the Insurer will notify thereof the person who lodged the complaint and examine the complaint at the latest within 14 days of the date on which, applying due diligence, the examination of the complaint has become possible.
4. The person who lodged the complaint is notified of the result of the examination without delay, in writing or in another form agreed with this person.
5. Regardless of the procedure specified above, the Insurance Ombudsman is the body authorised to examine the complaints against the activity of the Insurer.

Court of jurisdiction

§ 48

Any claims resulting out of the insurance contract can be sued for either before a court of justice having general jurisdiction, or the court competent for the residence or place of registered office of the Policyholder, the Insured, the Beneficiary or another person entitled to the benefit.

Final provisions

§ 49

Any notifications and representations referring to the conclusion and execution of the present insurance contract must be delivered in writing, under the pain of nullity, unless the GT&C provide otherwise.

§ 50

The provisions of the Polish law, including without limitation the Civil Code and the Insurance Activity Act, apply to the matters not regulated by the present GT&C.

§ 51

These GT&C were approved by the Resolution of the Management Board of the Insurer No. 3/25/03/2010 of 25 March 2010 and by the Resolution of the Management Board of the Insurer No. 1/06/12/2012 of 6 December 2012 and come into force as of 15 December 2012.

Prezes Zarządu


Maciej Szwarc

Członek Zarządu


Janusz Arczewski