



**General Conditions of Insurance**  
**Go Safe**  
**TU Europa S.A.**

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## General Conditions of Insurance Go Safe TU Europa S.A.

### Chapter I Common provisions applicable to all types of insurance

#### § 1. General provisions

1. These **Go Safe** General Conditions of Insurance (GCI) will serve as a basis for Towarzystwo Ubezpieczeń Europa Spółka Akcyjna (the "Company") for the conclusion of contracts of insurance within the scope described these GCI with individuals, legal persons or with organisational units without legal personality, hereinafter referred to as Policyholders.
2. Pursuant to these GCI, contracts of insurance may be concluded under the following options: **Mini**, **Standard**, **Standard Plus** or **Optimum**.
3. The **Mini** option includes:
  - 1) cost of medical treatment, rescue services and transportation,
  - 2) travel assistance (**Mini** option),
  - 3) accident insurance.
4. The **Standard** option includes:
  - 1) cost of medical treatment, rescue services and transportation,
  - 2) travel assistance (**Standard** option),
  - 3) accident insurance.
5. The **Standard Plus** option includes:
  - 1) cost of medical treatment, rescue services and transportation,
  - 2) travel assistance (**Standard Plus** option),
  - 3) accident insurance.
6. The **Optimum** option includes:
  - 1) cost of medical treatment, rescue services and transportation,
  - 2) travel assistance (**Optimum** option),
  - 3) accident insurance.
7. Upon payment of an additional premium coverage may be extended to include:
  - 1) luggage insurance,
  - 2) third party liability insurance,
  - 3) Comfortable Pocket insurance,
  - 4) event ticket insurance,
  - 5) sports gear insurance,
  - 6) Car Assistance insurance.
8. Upon payment of an additional premium, liability of the Company in respect of costs of medical treatment, rescue and transportation, travel assistance, accident insurance and third party liability insurance may be extended to include risks specified in these GCI and arising in connection with:
  - 1) engaging in high-risk sports,
  - 2) engaging in extreme sports,
  - 3) practicing professional sports.
9. Upon payment of an additional premium, liability of the Company in respect of costs of medical treatment, rescue and transportation, travel assistance, accident insurance and event ticket insurance may be extended to include risks specified in these GCI and arising in connection with consequences of chronic diseases.
10. Upon payment of an additional premium, liability of the Company in respect of costs of medical treatment, rescue and transportation, travel assistance and accident insurance may be extended to include risks specified in these GCI and arising in connection with the performance of dangerous physical work.
11. Upon payment of an additional premium, luggage insurance may be extended to include insurance of electronic equipment referred to in § 2 (35).
12. Insurance benefits under the contract of insurance including costs of medical

treatment, rescue and transportation, travel assistance, luggage insurance, third party liability insurance, Comfortable pocket insurance, event ticket insurance, sports gear insurance and Car Assistance shall be provided by the Company through the Assistance Centre whose telephone and fax numbers are given in the document confirming the conclusion of the insurance contract.

13. Insurance benefits under the contract of insurance in respect of accidents are provided directly by the Company.
14. The Parties to the insurance contract may stipulate additional provisions to the insurance contract or may introduce provisions other than the provisions included in these GCI. The above additions/amendments shall be made in writing, otherwise null and void.

## § 2. Definitions

1. **luggage** – personal items of the Insured in his possession during a trip abroad;
2. **event ticket** – ticket entitling the Insured during the insurance period to participation in an event (sports, art or entertainment event) during which the number of places for the spectators if the event is organised in an open space (stadium or another facility which is not a building or on an area appropriate for holding mass events) is not less than 1,000, and in the case of a closed area (sports hall or another building appropriate for the event) not less than 300;
3. **Assistance Centre** – organisational unit indicated by the Company to which the Policyholder or the Insured has a duty to report the insured event; the Assistance Centre is available 24/7 under fax and telephone numbers given in the document confirming the existence of the insurance contract;
4. **neoplastic disease** – disease involving uncontrolled cell growth in an organ; the disease may be chronic or may produce acute symptoms appearing immediately;
5. **chronic disease** – diagnosed before taking out the insurance; a long-term disease, usually lasting for months or years, treated on a permanent or periodical basis;
6. **mental illness** – diagnosed before taking out the insurance; illness classified in the International Statistical Classification of Diseases and Health Related Problems ICD-10 as mental and conduct disorders (ICD: F00-F99), also including depression and neurosis;
7. **tropical disease** - disease caused by pathogenic organisms typical for tropical or subtropical regions;
8. **rainstorm** – rainfall with efficiency index of at least 4, confirmed by the Institute of Meteorology and Water Management. If it is impossible to obtain the above confirmation, factual circumstances and size of damage shall be taken into account at the place when the damage occurred or in its vicinity confirming the event of a rainstorm; individual losses shall be regarded as being a consequence of a rainstorm only when traces of a rainstorm are discovered in the closest vicinity or if the type and size of damage suggest that it occurred as a result of a rainstorm;
9. **expedition** – an organised journey aimed to achieve some predetermined sport, science or hobby-related goals;
10. **deductible** – amount by which the Company will reduce the total benefit paid in connection with a specified event;
11. **hurricane** – wind causing extensive damage and reaching a speed of at least 88 km/h as determined by the Institute of Meteorology and Water Management or, if it is impossible to obtain a relevant certificate, factual circumstances and size of damage at the place of occurrence or in the vicinity shall be taken into account, confirming the impact of a hurricane; individual losses shall be regarded as caused by a hurricane only when traces of hurricane are discovered in their immediate vicinity or if the type and size of damage confirm the impact of a hurricane;
12. **mass event** – sport, art or entertainment event during which the number of places for the spectators if the event is organised in an open space (stadium or another facility which is not a building or on an area appropriate for holding mass events) is not less than 1,000, and in the case of a closed area (sports hall or another building appropriate for the event) not less than 300;
13. **costs of rescue** – costs of search by specialised rescue teams, costs of provision of first medical aid at the site of the event and transport from the site of the

- accident to the nearest medical facility appropriate for the condition of the Insured, performed using specialist means of transport, such as sledges, helicopter, toboggan, motorboat;
14. **burglary** – the taking of property of another preceded by removal of the existing protection devices using physical force or tools (leaving visible traces) or using forged or adapted key or an original key obtained by the perpetrator as a result of breaking into another room or as a result of robbery;
  15. **country of residence** – country being the place of permanent residence of the Insured; if the Insured is not a Polish national and his place of permanent residence is outside the country of his nationality, then the country of nationality shall also be regarded as the country of residence;
  16. **avalanche** – abrupt sliding or falling down a mountainside of large masses of snow, ice, stones or rocks;
  17. **outpatient treatment** – provision of medical assistance in an outpatient healthcare facility, hospital or another medical facility, lasting not longer than 24 hours in which medical assistance is provided by qualified staff of physicians and nurses including diagnosis and treatment; the term does not include nursing homes, hospices, addiction rehab facilities, sanatoriums and spas, preventoriums and rehabilitation centres as well as hospital rehabilitation departments;
  18. **conservative dental treatment** – treatment of dental caries, treatment of necrotic changes, root canal therapy, replacement of defective fillings, therapy of gum diseases, periodontitis, removal of tartar;
  19. **hospital treatment** – medical treatment lasting at least 24 hours performed in an inpatient healthcare facility whose qualified staff of physicians and nurses provides 24/7 patient care including diagnosis and treatment; the term does not include nursing homes, hospices, addiction rehab facilities, sanatoriums and spas, preventoriums and rehabilitation centres as well as hospital rehabilitation departments;
  20. **place of permanent residence** – place at which the Insured lives or stays with an intention to stay permanently;
  21. **sudden illness** – an acute medical condition with a sudden onset, independent on the will of the Insured, posing a threat to the health or life of the Insured, requiring immediate medical assistance, which required treatment during a trip abroad;
  22. **consequence of chronic disease** – sudden aggravation of a chronic disease, including a neoplastic disease, with an acute course and requiring immediate medical assistance, which required treatment before the end of a trip abroad;
  23. **accident** – sudden event brought about by an external cause, as a result of which the Insured, independently on the Insured's will, suffered a permanent bodily injury, disturbance of the health or died;
  24. **significant other** – spouse, common-law spouse, children (including adopted children), sibling, parent, grandparent, parent-in-law, grandchild;
  25. **accompanying person** – person travelling together with the Insured and indicated by the Insured to accompany the Insured during treatment or transport recommended by the physician in charge of treatment abroad in order to repatriate the Insured to the country of residence;
  26. **third party** – party outside the insurance relationship;
  27. **person called to accompany** – accompanying person or another person indicated by the Insured or the Assistance Centre, who will come to accompany the Insured during treatment or transportation, if there was no accompanying person or if the health condition of the accompanying person prevents such person from accompanying the Insured during treatment or transportation;
  28. **trip abroad** – trip of the Insured outside the Insured's country of residence;
  29. **flood** - unforeseen, irregular flooding of areas caused by a rise of water level and flooding of flowing and standing water as a result of:
    - 1) excessive atmospheric precipitation,
    - 2) flowing of water down mountainsides or slopes in mountainous or hilly areas,
    - 3) melting of ice floes,
    - 4) creation of ice jams,
    - 5) storm and rise in the level of sea coastal waters;
  30. **items of personal use** – personal care products, including disposable razor,

- underwear suitable for the season of the year, contact lens fluid and packaging;
31. **robbery** – taking of property of another using physical violence or threat of its immediate use against the Insured or a significant other, or involving rendering the Insured unconscious or powerless;
  32. **extreme sports** – sports disciplines whose safe practicing requires above-standard skills, courage and activity under the conditions of high risk: air sports, mountain biking, motor sports, mountain climbing, rock climbing, speleology, ski jumping, mogul skiing, acrobatic ski jumping and sports using vehicles moving on snow or ice, sailing at more than 20 nautical miles from the seashore as crew member, bungee jumping, trekking above 3,000 m above sea level;
  33. **air sports** – gliding, ballooning, parachuting, hang gliding, paragliding, powered hang gliding and all their variations, as well as practicing any other sports involving moving in the air space;
  34. **high risk sports** – downhill skiing, cross-country skiing, snowboarding, horse riding, polo, hunting, scuba diving, rafting and other water sports practiced in mountain rivers, martial arts and all kinds of defensive sports, quad driving, kite-surfing, windsurfing, surfing, water skiing and jet skiing, paintball;
  35. **electronic equipment** – the term includes cameras, mobile phones, portable audio and video equipment, sound and video carriers, computer equipment;
  36. **sports gear** – equipment necessary for practicing adventure tourism and high-risk sports;
  37. **material damage** - damage involving damage to, destruction or loss of a thing;
  38. **bodily injury** – damage involving death, bodily harm or disturbance of the health;
  39. **Company** - Towarzystwo Ubezpieczeń Europa S.A. with its registered office in Poland, ul. Gwiazdzysta 62, 53-413 Wrocław, registered at the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register, under number KRS 0000002736, NIP 895-10-07-276, REGON 272324625, registered and paid-in share capital of PLN 37,800,000;
  40. **permanent disability** – bodily harm of the Insured caused by a covered accident, with permanent disability meaning a permanent loss of structure or function of an organ or limb, as determined on the basis of a table forming an attachment to the Regulation of the Minister of Labour and Social Policy of 18 December 2002 on detailed rules for deciding on permanent or long-lasting disability, procedure for determining that disability and for the procedure of payment of single indemnity;
  41. **earthquake** – sudden disturbance of balance in the earth's crust, accompanied by quakes and vibrations of the earth;
  42. **Policyholder** – natural person, legal person or organisational unit without legal personality, concluding a contract of insurance and obliged to pay an insurance premium;
  43. **Insured** – natural person who is not a Polish national or who is a Polish national, whose country of residence is a country other than the Republic of Poland, on behalf of whom the contract of insurance has been entered into;
  44. **lightning stroke** – electric discharge through the atmosphere having an impact on the subject matter of insurance;
  45. **fall of an aircraft** – crash or forced landing of a motor airplane, motorless airplane or another flying object, as well as fall of their parts or cargo;
  46. **Beneficiary** – person entitled to receive a benefit in the event of the Insured's death, appointed by name by the Insured; if the Beneficiary has not been appointed or if the Beneficiary is dead on the date of the Insured's death or if the Beneficiary has lost entitlement to the benefit, the benefit is payable to family members of the Insured in the following order:
    - 1) spouse,
    - 2) children in equal parts – if there is no spouse,
    - 3) parents in equal parts – if there is no spouse or children,
    - 4) siblings in equal parts – if there is no spouse, children or parents,
    - 5) statutory heirs – if there are none of the persons listed above;
  47. **engaging in adventure tourism** – leisure combined with recreation and non-professional pursuit of sport, aimed at improving fitness and overall health, as well as at visiting tourist attractions, done on marked trails, in designated waters, requiring skilful operation of sports gear, practiced individually or in groups, in



informal or organised groups; adventure tourism includes: yachting, kayaking and cycling, paddle boating, camel riding, taking part in jeep-safari, angling, mountain climbing below 3000 m above sea level without climbing equipment, protection equipment and safety equipment, sailing at less than 20 nautical miles from the seashore as a crew member;

48. **engaging in professional sports activities** – practicing sports disciplines in sports clubs or sports units or for profit, as well as participation in trips to places characterised by extreme weather or extreme natural conditions; participation in expeditions;
49. **performance of dangerous physical work** – taking up by the Insured of all activities in the form of employment or profit making activity increasing the risk of occurrence of an insured event as well as non-profit activity increasing the risk of occurrence of an insured event; the following shall be regarded as performance of dangerous physical work:
  - 1) operations and performance of activities using dangerous tools such as: hammer drills, power saws, pneumatic hammers, sawing machines and mechanical grinders, machine tools, lifts and work machines, road machines,
  - 2) activities using paints, varnishes, liquid fuels and solvents, industrial and combustion gases, hot industrial oils or industrial fluids,
  - 3) operations and activities performed at heights,
  - 4) operations and undertaking of activities underground,
  - 5) operations and undertaking of activities under water.

### § 3. Contract of insurance

1. The contract of insurance is concluded following submission of a proposal by the Policyholder.
2. The conclusion of the contract of insurance is confirmed by the issuance of an insurance policy or certificate of insurance.
3. The contract of insurance may be concluded either in the form of an individual or group contract.
4. The Policyholder may conclude the contract of insurance on account of another, also in the form of a group contract of insurance, subject to the provisions of para. 5.
5. Where the contract is signed as a group contract of insurance, the group may not be smaller than 10 people and all the persons specified in the contract have the same scope of coverage, sum insured and premium.
6. Where the contract of insurance is concluded on account of a third party, the claim for premium payment may be pursued by the Company only against the Policyholder. Claims having an impact on the liability of the Company may also be raised by the Company against the Insured.
7. Where the contract of insurance is concluded on account of a third party, the Insured may demand the benefit due directly from the Company.
8. Where the contract of insurance is concluded on account of a third party the Insured may demand from the Company information about the provisions of the contract concluded and about the GCI in the scope in which they relate to such Insured's rights, duties and obligations.
9. Where the contract of insurance is concluded on account of a third party the provisions of these GCI relating to the Policyholder shall be applied to the Insured accordingly, subject to para. 6 and para. 7.
10. The contract of insurance may be concluded also online or via a telephone. In such case, the contract of insurance will be regarded as concluded on the date of submitting the proposal by the Insured via the internet or over the phone in accordance with the rules in force on the date of filling out such proposal.

### § 4. Insurance premium

1. The amount of premium shall be set in accordance with premium rates effective on the date of entering into the contract of insurance.
2. The amount of insurance premium shall be calculated based on:
  - 1) scope of coverage,
  - 2) insurance option selected,

- 3) sum insured or guaranteed sum,
  - 4) length of the liability period,
  - 5) premium decreases or increases applied,
  - 6) country of destination.
3. If the parties do not agree otherwise, the insurance premium shall be paid simultaneously with entering into the contract of insurance, not later than on the date of its signature.
  4. Premium rate is calculated in euro and collected in Polish zloty at the average rate of exchange published by the National Bank of Poland (NBP) and effective on the date of entering into the contract of insurance.
  5. The insurance premium is payable in cash or in a cashless manner.
  6. The insurance premium is increased with respect to standard rates when coverage is extended pursuant to § 1 para. 8, 9 and 10, to include risks associated with:
    - 1) engaging in high-risk sports,
    - 2) engaging in extreme sports,
    - 3) engaging in practicing professional sports,
    - 4) consequences of chronic diseases,
    - 5) performance of dangerous physical work.
  7. The Company may apply a reduction of premium for students below 25 years of age and for organised groups.
  8. The Policyholder is the party liable for premium payments.

### § 5. Insurance period, liability period

1. The insurance period is indicated in the contract of insurance, on the policy or on the certificate of insurance.
2. If the parties do not agree otherwise, liability of the Company shall commence on the date indicated in the contract of insurance as the start of the insurance period, not sooner however than upon crossing the border of the country of residence when leaving and upon payment of the insurance premium.
3. Liability of the Company shall end upon the earliest of the following:
  - 1) date when any of the following have been exhausted: sum insured, guaranteed sum, limit of liability,
  - 2) upon crossing the border when entering the country of residence,
  - 3) the Insured's withdrawal from the contract of insurance,
  - 4) expiry of the insurance period specified in the contract of insurance,
  - 5) date of termination of the contract of insurance,
  - 6) the Insured's death.

### § 6. Sums insured/guaranteed sums

1. The sum insured is the upper limit of the Company's liability.
2. The sum insured is a fixed amount and is not subject to changes during the insurance period, subject to the provisions of para. 3.
3. Each benefit payment shall reduce the sum insured by the amount of payment.
4. Where the amount due for the services to be provided by the Assistance Centre exceeds the sum insured or the limit, the Insured will receive the service on condition of making the additional payment (in cash or by transfer) prior to the performance of the service. In the absence of payment, the Assistance Centre will perform the service only up to the sum insured.
5. The sum insured for costs of treatment, rescue and transportation under the **Mini** option is €20,000, under the **Standard** option €30,000, under the **Standard Plus** option €40,000, and under the **Optimum** option €60,000.
6. Under accident insurance, the maximum sum insured shall be paid for 100% disability and in the event of partial disability, a percentage of the sum insured corresponding to the percentage of permanent disability suffered by the Insured.
7. Under accident insurance, the amount of insurance benefit payable in the event of the Insured's death shall be 60% of the sum insured specified for 100% disability.
8. Sums insured, guaranteed sums and upper limits of liability under individual insurance options are presented in Table 1:

Table 1

Scope of coverage		Mini	Standard	Standard Plus	Optimum
<b>1.</b>	<b>Costs of medical treatment, rescue and transportation (KL symbol)</b>	<b>20,000 EUR</b>	<b>30,000 EUR</b>	<b>40,000 EUR</b>	<b>60,000 EUR</b>
	Costs of hospitalization	Up to the sum insured under KL	Up to the sum insured under KL	Up to the sum insured under KL	Up to the sum insured under KL
	Costs of outpatient treatment	Up to the sum insured under KL; for the U.S., Canada, Japan and Australia up to 2,000 EUR	Up to the sum insured under KL; for the U.S., Canada, Japan and Australia up to 2,000 EUR	Up to the sum insured under KL; for the U.S., Canada, Japan and Australia up to 2,000 EUR	Up to the sum insured under KL; for the U.S., Canada, Japan and Australia up to 2,000 EUR
	Costs of premature birth	Up to the sum insured under KL	Up to the sum insured under KL	Up to the sum insured under KL	Up to the sum insured under KL
	Dental treatment	250 EUR	250 EUR	250 EUR	250 EUR
	Costs of rescue	5,000 EUR	5,000 EUR	5,000 EUR	5,000 EUR
	Organisation and coverage of the costs of transporting the Insured from the place of accident or stay to an outpatient clinic or hospital	Up to the sum insured under KL	Up to the sum insured under KL	Up to the sum insured under KL	Up to the sum insured under KL
	Organisation and coverage of the costs of transporting the Insured between health care facilities	Up to the sum insured under KL	Up to the sum insured under KL	Up to the sum insured under KL	Up to the sum insured under KL
	Organisation and coverage of the costs of transporting the Insured to the place of stay during a trip abroad	Up to the sum insured under KL	Up to the sum insured under KL	Up to the sum insured under KL	Up to the sum insured under KL
	Organisation and coverage of the costs of transporting the Insured's body to the place of burial in the country of residence or burial of the Insured at the place of the trip abroad	2,500 EUR	2,500 EUR	2,500 EUR	2,500 EUR
	Organisation and coverage of the costs of repatriation of the Insured to the country of residence or to a healthcare facility in the country of residence	Up to the sum insured under KL	Up to the sum insured under KL	Up to the sum insured under KL	Up to the sum insured under KL
<b>2.</b>	<b>Travel assistance (A symbol)</b>				
	24/7 Assistance Centre	Up to the sum insured under KL	Up to the sum insured under KL	Up to the sum insured under KL	Up to the sum insured under KL
	Organisation of medical assistance	Up to the sum insured under KL	Up to the sum insured under KL	Up to the sum insured under KL	Up to the sum insured under KL
	Guarantee of coverage of the costs of hospitalization	Up to the sum insured under KL	Up to the sum insured under KL	Up to the sum insured under KL	Up to the sum insured under KL
	Organisation of delivery of medications	yes	yes	yes	yes
	Provision of legal information (if needed)	yes	yes	yes	yes
	Delivery of messages	yes	yes	yes	yes
	Assistance in the event of blocked bank account	yes	yes	yes	yes
	Organisation and coverage of additional costs of the Insured's accommodation and meals abroad during recuperation	not applicable	not applicable	7 days maximum 100 EUR per day	7 days maximum 100 EUR per day
	Organisation and coverage of the costs of transportation following recuperation	not applicable	not applicable	500 EUR	500 EUR
	Assistance in the event of loss of payment instruments	not applicable	not applicable	yes	yes

	Assistance in the event of loss of travel documents	not applicable	not applicable	yes	yes
	Care for minor children	not applicable	not applicable	2,500 EUR	2,500 EUR
	Assistance in tracking and rerouting luggage	not applicable	not applicable	yes	yes
	Organisation and coverage of travel costs of an accompanying person	not applicable	not applicable	not applicable	1,000 EUR
	Organisation and coverage of the costs of accommodation and meals for the accompanying person	not applicable	not applicable	not applicable	7 days maximum 100 EUR per day
	Organisation and coverage of the costs of visit of the person called to accompany the Insured	not applicable	not applicable	not applicable	2,000 EUR
	Organisation and coverage of the costs of replacement driver	not applicable	not applicable	not applicable	500 EUR
	Organisation and coverage of the costs of transport of the Insured's family members	not applicable	not applicable	not applicable	2,500 EUR
	Organisation and coverage of the costs of foreign trip interruption	not applicable	not applicable	not applicable	1,200 EUR
	Coverage of necessary and justified costs of delayed flight	not applicable	not applicable	not applicable	200 EUR
<b>3.</b>	<b>Accident insurance (NNW symbol)</b>	<b>1,000 EUR</b>	<b>3,000 EUR</b>	<b>5,000 EUR</b>	<b>10,000 EUR</b>
	Disability	1,000 EUR	3,000 EUR	5,000 EUR	10,000 EUR
	Insured's death	600 EUR	1,800 EUR	3,000 EUR	6,000 EUR
<b>4.</b>	<b>Luggage insurance (BP symbol) upon payment of additional premiums</b>	<b>250 EUR – 1,000 EUR</b>			
<b>5.</b>	<b>Third party liability (OC symbol) upon payment of additional premium</b>	<b>50,000 EUR</b>			
	Damage to property	20% of guaranteed sum			
	Bodily injury	100% of guaranteed sum			
	<b>Sublimit of third party liability insurance in connection with engaging in sports</b>	<b>15,000 EUR</b>			
	Damage to property	20% of guaranteed sum			
	Bodily injury	100% of guaranteed sum			
<b>6.</b>	<b>Comfortable Pocket insurance (KK symbol) upon payment of additional premium</b>	<b>250 EUR</b>			
<b>7.</b>	<b>Event ticket insurance (BM symbol) upon payment of additional premium</b>	<b>350 EUR</b>			
<b>8.</b>	<b>Sports gear insurance (SS symbol) upon payment of additional premium</b>	<b>1,000 EUR</b>			
<b>9.</b>	<b>Car Assistance during a trip abroad (CA symbol) upon payment of additional premium</b>	<b>3,000 EUR</b>			

## § 7. General exclusions of liability

- The Company shall not be liable for damage caused as a result of:
  - willful intent or gross negligence of the Insured or for damage caused intentionally by a person with which the Insured lives in a common household,

unless payment of compensation in the given circumstances meets the principles of equity,

- 2) self-mutilation, suicide, or crime attempted or committed by the Insured,
  - 3) mental disorders, depression, congenital defects,
  - 4) chronic diseases, unless additional premium has been paid,
  - 5) hostilities, acts of terrorism or civil war, subject to the provisions of para. 2,
  - 6) martial law, roadblocks, protests, state of emergency, internal unrest, riots, civil unrest, strike, lockout, sabotage,
  - 7) earthquake,
  - 8) confiscation, nationalization, seizure or requisition by an administration agency of any covered property,
  - 9) nuclear energy or radioactive contamination, laser or maser beams and magnetic and electromagnetic field,
  - 10) participation of the Insured in betting, crime or fights, except when committed in the necessary defense.
2. If during a trip abroad the Insured is suddenly affected by hostilities, acts of terrorism or civil war, insurance protection shall expire at the end of the fifth day from the start of the hostilities, acts of terrorism or civil war in the territory of the country the Insured is in. However, the Company shall not be liable if the foreign trip is to a country where hostilities are already going on and also if the Insured takes active part in the hostilities, acts of terrorism or civil war.
  3. Liability of the Company does not include compensation for pain and physical or moral suffering.
  4. The Company shall not be liable for any costs incurred by the Insured without the consent of the Assistance Centre, unless contacting the Assistance Centre in a manner specified in § 9 (1) (1) was not possible for reasons beyond the control of the Insured.

### **§ 8. General duties of the Policyholder**

1. The Policyholder has a duty to notify the Company about any circumstances known to him which the Company asked about before the entering into the contract of insurance. If the Policyholder concludes the contract through an agent, the same duty also applies to the agent.
2. During the term of the contract of insurance the Policyholder has a duty to immediately notify the Company in writing about all changes in circumstances referred to in para. 1 which may increase the chance for damage.
3. Where the contract of insurance is concluded on account of another, the duties specified in these GCI apply both to the Policyholder and to the Insured, unless the Insured did not know about the contract having been concluded on the Insured's account.
4. The Company shall not be liable for the effects of circumstances which, in violation of para. 1-2, have not been communicated to it. If the violation of para. 1-2 took place as a result of wilful misconduct, in the case of doubt it shall be assumed that the event provided for in the contract and the consequences of such event are a result of circumstances referred to in the preceding sentence.

### **§ 9. Procedure in the case of occurrence of an insured event (applicable to all risks)**

1. Upon occurrence of an insured event the Insured has a duty to:
  - 1) immediately notify the Assistance Centre about the occurrence of the insured event by phone or by fax; where the benefit to be provided by the Company involves the coverage or reimbursement of costs, the Insured should receive information about approval of coverage or reimbursement of the costs before taking any independent action; where the notification about the insured event cannot be made directly by the Insured, such notification may be made by a person acting on the Insured's behalf,
  - 2) give the details necessary to provide help or to provide information: full name and details of the place of stay, to enable the Assistance Centre to contact the Insured,
  - 3) follow the instructions of the Assistance Centre and of the Company,

- 4) try to mitigate the adverse impact of the event,
  - 5) in the case of bodily injury, enable access of the physicians of the Assistance Centre to all medical information relating to the reported insured event,
  - 6) enable the Assistance Centre or the Company the performance of activities necessary to determine the circumstances of the damage, grounds for and amount of the claim by, among others, securing the proofs of the occurrence of the event and providing the relevant assistance and explanations,
  - 7) use the available means to save the subject matter of insurance and to prevent damage or to reduce its size,
  - 8) secure the possibility of pursuing claims for damages against persons liable for the damage.
2. If the Insured or the person acting on the Insured's behalf, for reasons beyond the control of such person, i.e. for reasons of an accident or force majeure, has not previously contacted the Assistance Centre – the Insured or the person acting on the Insured's behalf has a duty to notify the Assistance Centre within 7 days from the date of the event about the relevant costs and send the documentation supporting the grounds for the claim, subject to the provisions of para. 3.
  3. In the event of breach of duties specified in para. 1 (1) and 2 caused by willful intent or gross negligence, the Company may reduce the benefit if the breach contributed to increasing the damage or prevented the determination of the circumstances and consequences of the event.
  4. If the Insured, as a result of the Insured's wilful misconduct or gross negligence, has not applied the means referred to in para. 1 (7), the Company shall be released from liability for the damage thus incurred.
  5. At the request of the Assistance Centre, the Insured has a duty to present an identity document and give all information necessary to provide the services or benefits under the contract of insurance.
  6. By concluding the contract of insurance, the Insured relieves the Insured's attending physicians from professional secrecy and agrees to making his/her medical history available to the Assistance Centre and to the Company also after the Insured's death.

#### **§ 10. General principles of determining the amount of damage, payment of compensation or benefit**

1. The Company shall pay a benefit or compensation on the basis of admitting the claim of the Beneficiary under the contract of insurance, as a result of findings made in the course of loss adjustment process, as a result of a settlement reached or a final court decision.
2. The Company shall make the payment of the benefit or compensation within 30 days from reporting the loss, following previous determination of the facts of the loss, the grounds for the claim and amount of compensation.
3. If examination of the circumstances necessary to determine the Company's liability or the amount of compensation is not possible within the above period, the benefit shall be provided within 14 days from the day in which, if due diligence had been exercised, examination of the above circumstances would have been possible. However, the undisputed portion of the benefit shall be paid within the period given in para. 2.
4. The amount of compensation or benefit is presented as the sum insured/guaranteed sum given in euro.
5. If the amount of claim has been determined on the basis of invoices or documents issued in a currency other than euro and the compensation or benefit is to be paid in a currency other than euro, it shall be converted into the currency of payment using the average rate of exchange published by the National Bank of Poland (NBP) prevailing on the date of payment of the compensation or benefit which shall be the date of debiting the bank account of the Company with the amount of compensation or benefit.
6. Reimbursement of costs constituting the subject matter of the claim shall be made only on the basis of original invoices, otherwise the claim will not be accepted.
7. Provision by the Insured of false information relating to the circumstances or consequences of the event as well as evading explanations may result in a loss of entitlement to benefit or compensation if such false information or lack of

explanations had an influence on the determination of liability or if the Insured's intent was to fraudulently receive the benefit.

### § 11. Complaints and grievances

1. The Company is subject to supervision by the Polish Financial Supervision Authority.
2. The Policyholder, the Insured and/or the Beneficiary have a right to submit to the Company written complaints and grievances to the following address of the Company: ul. Gwiaździsta 62, 53-413 Wrocław. Complaints and grievances shall be considered by the Management Board of the Company within 30 days from being received. The Company's reply to the complaint of the Policyholder, the Insured and/or the Beneficiary shall be delivered in writing to the address indicated by the Policyholder, the Insured and/or the Beneficiary in the letter sent to the Company. If the complaint of the Policyholder, the Insured and/or the Beneficiary is not considered by the Company within the above time, the Policyholder, the Insured and/or the Beneficiary shall be notified by the Company about the reason for the delay and the expected date of the reply.
3. The Policyholder, the Insured and/or the Beneficiary have a right to request the assistance of Municipal or District Consumer Ombudsman and the Insurance Ombudsman.
4. If the loss adjustment process ends with the issuance of a decision refusing the payment of compensation or a decision to pay compensation in an amount questioned by the Policyholder, the Insured and/or the Beneficiary, then they will be entitled to appeal to the Company's Management Board within 30 days from the receipt of the refusal of payment or from the date of payment of compensation.
5. The appeal referred to in para. 4 shall be considered within 30 days from its delivery to the Company's registered office.

### § 12. Subrogation

1. Upon payment of benefit or compensation the Company shall take over the Insured's claim against a third party liable for the loss, up to the amount of benefit or compensation paid by the Company (recourse claim).
2. If the Company has covered only a part of the loss, the Insured shall have priority before the Company as regards satisfaction of his/her claims with respect to the remaining part of the loss.
3. The Company shall not take over the Insured's claims referred to in para. 1 against persons with whom the Insured lives in a common household or for whom the Insured is responsible, unless the loss was caused intentionally.
4. The Insured has a duty to enable the pursuit of claims for damages against persons liable for the loss, including in particular by delivering to the Company all information and documents necessary to pursue the claims.
5. Should the Insured waive without the consent of the Company the Insured's rights to pursue claims against third parties in connection with any damage, the Company may refuse payment of the benefit or compensation in whole or in part respectively or may demand the return of the benefit or compensation paid.

### § 13. Withdrawal from the contract of insurance

1. If the contract of insurance is entered into for a period exceeding 6 months, the Policyholder shall have a right to withdraw from the contract:
  - 1) within 30 days from entering into the contract of insurance, if the Policyholder is an individual,
  - 2) within 7 days from entering into the contract of insurance, if the Policyholder is an entrepreneur.
2. Withdrawal from the contract of insurance does not relieve the Policyholder from the duty to pay premium for the period in which the Company provided insurance cover.
3. In connection with termination of the contract of insurance the Policyholder may demand return of premium for the period of unused insurance coverage.

## § 14. Notices and representations

1. All notices and communications exchanged by the parties and third parties in connection with the insurance relationship created pursuant to these GTI shall be made in writing, except for or contacts via telephone or email with the Assistance Centre or with the Company's Customer Service Centre.
2. The parties shall keep each other informed about each change of their mailing addresses. The Policyholder and/or the Insured shall inform the Company about changes in personal details and address details relating to themselves as well as to the Beneficiaries nominated in the insurance proposal:
  - 1) by submitting a written notification of change of personal details directly to the Company, subject to the provisions of para. 3,
  - 2) by email via the Company's Customer Service Centre:  
Notification of change of personal/address details by email is possible only if the relevant email address of the Policyholder and/or the Insured has previously been registered with the Customer Service Centre. Registration of the email address of the Policyholder and/or of the Insured referred to in the preceding sentence is possible only over the phone via the Customer Service Centre at 0 801 500 300 (for land line numbers) or +48 (71) 36 92 887 (for mobile numbers and international callers); charge as per phone operators' rates.
3. To be valid, all notices, applications and representations of the Company relating to the contract of insurance shall be made in writing or in another form agreed between the Policyholder and the Company and shall take legal effect as of the date of service.
4. To be valid, all notices, applications and representations relating to the contract of insurance shall be made in writing or in another form agreed between the Policyholder and the Company and shall take legal effect as of the date of service.

## Chapter II Insurance of costs of medical treatment, rescue and transportation

### § 15. Subject matter of insurance under costs of medical treatment, rescue and transportation

The subject matter of insurance includes costs of treatment, rescue and services and costs of transporting the Insured in the scope specified in these GCI.

### § 16. Scope of coverage for medical treatment

Insurance of the costs of medical treatment covers the necessary and documented costs during the period of liability of the Company paid by the Insured who, during a trip abroad, suffered from a sudden illness or accident, incurred in particular in connection with:

- 1) necessary and doctor-recommended treatment (tests, procedures, operations, hospitalization),
- 2) outpatient treatment including tests and medical assistance, analyses, procedures, doctor's visits, including the doctor's visit to the place of stay of the Insured as well as purchase of the necessary medications and dressing materials; with the costs of outpatient treatment in the territory of the U.S., Canada, Japan and Australia being capped at **€2,000**,
- 3) premature birth which took place not later than in the 32<sup>nd</sup> week of pregnancy, with the costs of medical care of the mother and of the newborn child being covered in total under the sum insured,
- 4) dental treatment up to **€250** for all events during the term of the insurance, but only in the event of sudden inflammation of a tooth which has not been treated so far or in the event of need for medical assistance after an injury sustained as a result of accident; the insurance will pay only for temporary treatment of the tooth excluding subsequent filling of the canals or reconstruction of the crown,
- 5) decompression chamber in medically necessary cases, provided that extended coverage has been purchased to include engaging in high-risk sports.



## § 17. Scope of coverage for costs of rescue

1. Insurance of the costs of rescue includes necessary and documented costs arising and incurred within the period of liability of the Company for any rescue or search operations conducted by specialised rescue teams in order to save the life or health of the Insured who experienced a sudden illness or accident during his trip abroad.
2. The Assistance Centre shall cover the costs of search and rescue operations performed with respect to the Insured by specialised rescue teams. Search time means the time from reporting the Insured missing to finding him/her or to discontinuation of the search with respect to the Insured. Rescue services mean emergency medical assistance provided from the moment of finding the Insured to the time of transporting the Insured to the nearest hospital.
3. The limit of the Company's liability is **€5,000**.

## § 18. Scope of coverage for costs of transportation

1. Insurance of the costs of transportation covers the necessary and documented costs incurred and paid during the period of the Company's liability by the Insured who, during a trip abroad, suffered from a sudden illness or accident, with such costs paid for:
  - 1) **organisation and transport of the Insured from the place of accident or stay to an outpatient clinic or hospital**; the Assistance Centre shall select the hospital, book a bed and shall organise transport to the hospital, if the condition of the Insured's health so requires,
  - 2) **organisation and transport of the Insured between healthcare facilities** if the facility in which the Insured is currently hospitalized does not provide medical services suitable to the Insured's condition, in accordance with a written order of the physician of the Assistance Centre,
  - 3) **organisation and transport of the Insured to the place of stay during the foreign trip** after the provision of medical assistance, if the physician of the Assistance Centre so recommends,
  - 4) **organisation and transport of the Insured's body to the place of burial in the country of residence or burial of the Insured at the place of the trip abroad**, if the Insured died during a trip abroad; the Company will reimburse the costs of repatriation of the Insured's body to a place of burial in the country of residence or the costs of burial at the place of the trip abroad - up to **€2,500**; the costs of purchase of a transport coffin abroad if such purchase is required by local transport regulations shall be approved up to a limit of **€1,500**,
  - 5) **organisation and transport of the Insured back to the country of residence or a hospital in the country of residence**, if the Insured's health does not permit the use of the previously planned means of transport; the decision as to whether the Insured may be transported shall be made by the Assistance Centre physician together with the physician in charge of the treatment; the Insured will be transported after having received medical assistance enabling the continuation of treatment in the country of residence and shall be provided using a means of transport appropriate to the condition of the Insured; if the Assistance Centre physician decides that transport is possible but the Insured does not agree for being transported to the country of residence then the Insured shall not be entitled to any further insurance benefits.
2. If the return transport to the country of residence is impossible because of medical contraindications the Company shall cover the costs of hospitalization (up to the sum insured) until the time when the Insured's condition enables transporting the Insured.

## Chapter III Travel assistance

### § 19. Subject matter and scope of coverage under travel assistance

1. The subject matter of insurance includes services and costs connected with

- travel assistance during a trip abroad provided in the scope given in these GCI.
2. Travel assistance insurance includes organisation or coverage of the costs of assistance during a trip abroad provided to the Insured during the period of liability of the Company and in accordance with the principles set forth in the GCI.
  3. The costs of the following services shall be covered up to the amounts of the sums insured indicated in the insurance policy or up to the limits indicated below in these GCI.
  4. The **Mini** and **Standard** options of the insurance include the following services:
    - 1) **24/7 Assistance Centre** at the telephone and fax numbers given in the document confirming the conclusion of the contract of insurance,
    - 2) **organisation of medical assistance**; the Assistance Centre based on the information submitted by the Insured, will organise medical assistance including an indication of a medical services point or arranging a doctor's visit,
    - 3) **issuance of a guarantee of coverage of the costs of hospitalization**; the Assistance Centre will issue to the medical facility a guarantee of coverage of the costs of hospitalization up to the sum insured and shall take over settlements with the medical facility providing the treatment,
    - 4) **organisation and coverage of the costs of transportation** referred to in § 18,
    - 5) **organisation of the delivery of medications**; in the event of losing by the Insured of the Insured's medications during a trip abroad, the Assistance Centre will deliver the necessary medications or substitute medications to be used instead of the medications that were lost during a trip abroad during the period of insurance; the Insured shall return the cost of the medications within 14 days from the end of the trip,
    - 6) **provision of information in the event of the Insured's need for legal information** during the Insured's stay outside his country of residence; in the case of occurrence in the Insured's life of an event that is not caused by the Insured and could not be foreseen, resulting in the Insured's duties or obligations under generally applicable provisions of Polish law or under civil law relationships governed by the Polish law to which the Insured is a party, the Assistance Centre shall provide telephone information about nearby law firms offering legal services in Polish or in English, about their business hours and about translators,
    - 7) **delivery of messages**; if a fortuitous event, which is outside the control of the Insured, such as e.g. accident, illness, strike, delayed flight, delayed train or bus, causes a delay or change in the Insured's itinerary, at the request of the Insured the Assistance Centre shall deliver the relevant information to persons indicated by the Insured,
    - 8) **assistance in blocking bank account**; in the event of theft or loss during a trip abroad of credit cards or traveller's cheques owned by the Insured, the Assistance Centre will provide assistance in blocking the personal bank account with such assistance involving a delivery of the relevant message to the bank keeping the account of the Insured and contacting the bank with the Insured; the Assistance Centre shall not be liable for correct blocking of the account or for any loss resulting therefrom.
  5. The **Standard Plus** option of travel assistance insurance includes the options available under the **Mini** and **Standard** options as well as the following services:
    - 1) **organisation and coverage of additional costs of the Insured's accommodation and meals necessary during recuperation**; if the Assistance Centre organises transport of the Insured to the country of residence but this transport in accordance with doctors' recommendations cannot take place immediately following the Insured's discharge from hospital, then the Assistance Centre will additionally organise and cover the costs of the Insured's accommodation and meals for a period not exceeding **7 days** and up to a limit of **€100 per day**,
    - 2) **organisation and coverage of the costs of transport following recuperation**, the Assistance Centre will organise and cover the costs of the Insured's transport following the end of treatment from the place of hospitalization outside the country of residence to a place enabling the continuation of the originally planned trip, up to a limit of **€500**,
    - 3) **provision of assistance in the event of loss of payment instruments**; in

the event of theft, destruction or damage of the payment instruments held by the Insured during a trip abroad the Assistance Centre will provide assistance to the Insured in contacting the bank keeping the Insured's bank account; the Assistance Centre shall not be responsible for the effectiveness of such efforts,

- 4) **provision of assistance in the event of loss of travel documents;** in the event of theft, loss or damage during a trip abroad of documents necessary to the Insured during such trip, the Assistance Centre will provide information about activities that need to be taken to have new documents issued or to obtain other documents necessary during the trip that will be used instead of the lost or damaged ones, with the Assistance Centre not bearing any responsibility for the effects of these activities,
  - 5) **organisation and coverage of the costs of transport of minor children** to their place of residence in the country of residence or to the place of residence of the person appointed by the Insured to care for the children in the country of residence, in the event of hospitalization of the Insured travelling with his minor children who are not accompanied during the Insured's hospitalization by any person of legal age; the Assistance Centre will cover the costs of a railway or bus ticket or, if a trip by rail or bus (excluding stopovers) lasts longer than 15 hours, of an economy class air ticket; transport of children takes place under the care of the Assistance Centre; in such case the Insured must agree to this type of service and must indicate a person who will take over care of the children when the transport is completed; if the Insured's consent cannot be obtained for reasons outside the Insured's control, consular procedures in force in the country in question shall be followed,
  - 6) **Assistance in the recovery and rerouting of luggage,** if the Insured's luggage is lost during a trip abroad, the Assistance Centre shall contact the relevant entity and (if recovery of the luggage is possible) shall organise rerouting of the luggage to the place of stay of the Insured.
6. The **Optimum** option of travel assistance insurance includes the options available under the **Mini, Standard** and **Standard Plus** options as well as the following services:
- 1) **organisation and coverage of the costs of trip of an accompanying person,** if the Insured, for reasons relating to the Insured's health, is transported to the country of residence; the Assistance Centre shall organise and cover additional costs of transport to the country of residence of an accompanying person necessary to repatriate the Insured to the country of residence, provided that the above has been recommended in writing by the physician in charge of the Insured's treatment abroad or Assistance Centre physician and up to a limit of **€1,000**,
  - 2) **organisation and coverage of the costs of accommodation and meals for the person accompanying the Insured** whose presence is necessary to take care of matters relating to the Insured's return to the country of residence and to take care of the Insured until return or transportation to the country of origin; the Assistance Centre shall organise and cover the costs of accommodation and meals of the accompanying person for a period not exceeding 7 days, up to **€100** per day,
  - 3) **organisation and coverage of the costs of visit of a person called to accompany** if the Insured is hospitalized for a period exceeding 7 days; the Assistance Centre shall organise and cover the costs of round trip transport of one person called to accompany the Insured; the Assistance Centre shall cover the costs of a rail or bus ticket or, if the trip by rail or by bus (excluding stopovers) lasts longer than 15 hours, economy class air ticket; the Assistance Centre shall additionally organise and cover the costs of accommodation of the person called to accompany the Insured for a maximum period of **7 days** and up to **€100** per day; maximum liability under the visit of the person called to accompany the Insured shall not exceed **€2,000**,
  - 4) **organisation and coverage of the costs of replacement driver;** the Assistance Centre shall organise and cover the costs of hiring a person with a driving licence who will transport the Insured and/or persons accompanying the Insured during the trip if, as a result of an accident or sudden illness, the Insured's condition, certified by a physician, does not allow the Insured

to drive and the accompanying person does not have the required qualifications or is unable to drive; the Assistance Centre shall cover justified costs of hiring a replacement driver up to **€500**; the trip back shall be along the shortest route; the Assistance Centre shall not cover the costs of fuel, motorway tolls or parking,

- 5) **organisation and coverage of the costs of transport of the Insured's family members** travelling with the Insured to the country of residence, in the event of death or hospitalization of the Insured; the Assistance Centre shall cover the costs of a rail or bus ticket or, if the trip by rail or bus (excluding stopovers) lasts longer than 15 hours, economy class air ticket, provided that the originally planned means of transport cannot be used,
- 6) **organisation and coverage of the costs of foreign trip interruption**; the Assistance Centre shall organise and cover the costs of the Insured's return to the country of residence up to **€1,200** if the originally planned means of transport cannot be used and the Insured has to suddenly interrupt his trip for the following reasons:
  - a) accident, sudden illness requiring hospitalization of a significant other of the Insured, if the above took place in the country of residence,
  - b) death of a significant other,
  - c) serious damage to the property of the Insured or to premises used by the Insured for his business activity in the country of residence, caused as a result of fire, natural disasters or as a result of a crime, and in connection with which legal and administrative activities are necessary for which the Insured's presence is required,The Assistance Centre shall cover the costs of a rail or bus ticket or, if the trip by rail or bus (excluding stopovers) lasts longer than 15 hours, an economy class air ticket,
- 7) **coverage of necessary and justified costs connected with a delayed flight**; in the event of cancellation or delay of an international scheduled flight by a professional air carrier by at least 5 hours (excluding charter flights) the Company shall reimburse the Insured (holding a valid air ticket) for necessary and justified expenses which are not covered by the carrier starting from the 6th hour of waiting for the flight, up to **€200**.
7. The costs of goods purchased, costs of delivery and of services shall be covered by the Insured. Information about the expected cost of the purchase, service and delivery shall be provided to the Insured before the performance of the service.
8. The following are the conditions for receiving travel assistance:
  - 1) immediate notification of the Assistance Centre about the occurrence of an insured event and about the type of assistance required,
  - 2) provision of information enabling the Assistance Centre to contact the Insured: full name, place of stay,
  - 3) following the telephone instructions provided by the Assistance Centre.
9. The Assistance Centre shall cover the costs of telephone calls incurred by the Insured in connection with the insured events. The costs of telephone calls shall be reimbursed on the basis of telephone bills submitted by the Insured.

## **§ 20. Specific exclusions of liability for insurance of the costs of treatment, rescue and transportation as well as for travel assistance**

1. The company shall not be liable for any costs incurred by the Insured without the consent of the Assistance Centre, unless contacting the Assistance Centre in a manner specified in § 9 was not possible for reasons beyond the control of the Insured.
2. Insurance coverage shall not include the costs of treatment and transportation if the Insured acted against a decision of the Assistance Centre agreed with the physician in charge of the treatment provided abroad. The above exclusion does not include situations where the Insured's health condition prevented him from contacting the Assistance Centre.
3. The Company shall not be liable for damage caused as a result of:
  - 1) self-mutilation, suicide or crime attempted or committed by the Insured,
  - 2) being under the influence of alcohol, drugs, abusive substances, psychotropic

- substances or substitute substances within the meaning of legislation on combating drug abuse,
- 3) mental disorders, depression, congenital defects, tropical diseases,
  - 4) nuclear or chemical contamination or radioactive and ionizing radiation,
  - 5) test drives, rallies and car races,
  - 6) car accident caused by driving without the required licence or under the influence of alcohol,
  - 7) travelling by aircraft, excluding flying as a passenger provided that the flight was performed in compliance with the law in force,
  - 8) neurosis disorders diagnosed before entering into the contract of insurance: panic attacks, fear attacks,
  - 9) epilepsy attacks diagnosed before entering into the contract of insurance.
4. If the scope of coverage of the costs of treatment, rescue and transportation and travel assistance has not been extended, the Company shall also not be liable for damage being a result of:
- 1) chronic diseases,
  - 2) engaging in high-risk sports,
  - 3) engaging in extreme sports,
  - 4) practicing professional sports,
  - 5) performance of dangerous physical work.
5. The Company shall not reimburse the costs of treatment if the Insured had medical contraindications to travelling abroad or if before the date of departure there had been indications for an operation or hospitalization.
6. The Company shall not reimburse the costs of:
- 1) prophylactic vaccinations, except for preventive treatment of a sudden case of tetanus and rabies,
  - 2) conservative dental treatment, except for emergencies requiring immediate medical assistance referred to in § 16 (4),
  - 3) continuation of treatment of conditions which had existed before the conclusion of the contract of insurance or which had started in the previous insurance period,
  - 4) treatment not connected with medical assistance provided in the event of a sudden illness or accident,
  - 5) treatment of diseases which had been contraindications to travel or which had been the reason of the Insured's hospitalization in the six months preceding the signature of the contract of insurance,
  - 6) treatment exceeding the scope of medical services necessary to restore the Insured's health to a condition permitting transport of the Insured or his/her return to the country of residence; the decision whether transport of the Insured is possible shall be taken by the physician of the Assistance Centre and the physician in charge of the Insured's treatment in consultation with the Company;
  - 7) pregnancy or childbirth taking place after the 32nd week of pregnancy,
  - 8) artificial insemination or any other form of infertility treatment,
  - 9) termination or abortion of pregnancy, purchase of contraceptives,
  - 10) plastic surgery and cosmetic procedures,
  - 11) treatment of chronic diseases, neoplastic diseases, except when the neoplastic disease had not been diagnosed before going abroad and manifested itself during the trip abroad with symptoms requiring emergency or life-saving medical assistance,
  - 12) treatment of sexually transmitted diseases, venereal diseases, AIDS and HIV positive patients, epidemics,
  - 13) repair and purchase of prostheses (including dental prostheses), glasses, hearing aids and other rehabilitation equipment,
  - 14) special diet of the Insured, purchase of tonics and other drugs routinely used by the Insured, vaccinations, massages, baths, inhalations, kinesitherapy, isolation, even if any of the above was recommended by a physician,
  - 15) using by the Insured during the Insured's hospitalization of above standard services (e.g. TV sets),
  - 16) treatment, hospitalization or accommodation when, in the opinion of the physician of the Assistance Centre, the start of treatment may be postponed until the Insured's return to the country of residence,

- 17) examinations which are not necessary to diagnose or treat the illness, follow-up examinations, as well as costs of obtaining doctor's certificates,
- 18) sanatorium treatment, therapy, prevention, physiotherapy,
- 19) treatment procured independently by the Insured, treatment by a physician being the Insured's family member, unless he or she is the physician indicated by the Assistance Centre to be in charge of the treatment abroad,
- 20) treatment and medications not officially recognised by conventional medicine.

## **§ 21. Special rules for calculation and payment of benefits for insurance of the costs of treatment, rescue and transportation and for travel assistance**

1. The Insured is entitled to benefits in amounts specified in the concluded contract of insurance.
2. After the Assistance Centre has been notified about the occurrence of an event and after an employee of the Assistance Centre has determined that the event is a covered event, the Assistance Centre will provide the benefit included in the scope of coverage in accordance with these GCI.
3. Reimbursement of the costs payable under insurance of the costs of treatment, rescue and transportation and travel assistance shall be made by way of payments directly to the issuers of the relevant bills.
4. If the Insured had to cover the costs himself because the medical facility unreasonably refused to honour the contract of insurance issued by the Company, the Company shall reimburse such costs to the Insured or to a person who has paid them provided that such costs had been approved in advance by the Assistance Centre. The provisions of § 10 (6) shall apply accordingly.

## **Chapter IV Accident insurance**

### **§ 22. Subject and scope of coverage of accident insurance**

1. The subject matter of coverage includes the risks associated with accidents in the scope defined in these GCI.
2. The Company shall cover the following risks:
  - 1) death,
  - 2) permanent disability, of the Insured which occurred as a result of an accident.
3. The Company shall be liable in connection with the events specified under 2 above which occurred during the period of liability.

### **§ 23. Specific exclusions of liability for accident insurance**

1. Insurance coverage shall not include consequences of accidents occurring as a result of:
  - 1) inadequate treatment or procedures performed in an inadequate manner on the Insured,
  - 2) infection, except when as a result of wounds sustained in an accident the Insured was infected with a pathogenic virus or bacteria; slight abrasions of the skin or mucosa shall not be regarded as wounds sustained in an accident; the consequences of viral or bacterial infections being a result of abrasion in an accident or in the subsequent period are not covered by the insurance. The above limitation does not apply to rabies and tetanus,
  - 3) food poisoning by any solid or liquid substances,
  - 4) abdominal or inguinal hernia, unless they are a result of an accident,
  - 5) damage to intervertebral discs, internal organ bleeding, unless they were caused by an accident,
  - 6) cerebral stroke, infarct, stroke,
  - 7) epilepsy attacks, loss of consciousness caused by an illness.
2. The Company shall not be liable for the consequences of accidents whose occurrence had not been notified to the Assistance Centre and which are not covered by the Company under insurance of the costs of medical treatment, rescue and transportation.

3. The following shall not be regarded as consequences of accidents:
  - 1) self-mutilation, suicide or crime attempted or committed by the Insured,
  - 2) being under the influence of alcohol, drugs, abusive substances, psychotropic substances or substitute substances within the meaning of legislation on combating drug abuse,
  - 3) mental disorders, depression, congenital defects, tropical diseases,
  - 4) neurosis disorders diagnosed before entering into the contract of insurance: panic attacks, fear attacks,
  - 5) test drives, rallies and car races,
  - 6) car accident caused by driving without the required licence,
  - 7) travelling by aircraft, excluding flying as a passenger provided that the flight was performed in compliance with the law in force.
4. If the scope of accident coverage has not been extended, the Company shall not be liable for the consequences of accidents which occurred as a result of:
  - 1) chronic diseases,
  - 2) engaging in high-risk sports,
  - 3) engaging in extreme sports,
  - 4) practicing professional sports,
  - 5) performance of dangerous physical work.

#### **§ 24. Special procedure in the event of occurrence of an event covered by accident insurance**

1. Notwithstanding the obligations contained in § 9, which shall be applied accordingly, in the case of occurrence of an event referred to in § 22 (2) (2), the Insured has a duty to:
  - 1) immediately, not later than 14 days from the date of return to the country of residence, submit directly to the Company a written and filled out loss notification form,
  - 2) together with the loss notification form, the Insured shall attach a detailed description of the circumstances of the accident as well as medical documentation of treatment and rehabilitation,
  - 3) notify the Company about the end of treatment and rehabilitation; the Company shall determine the degree of permanent disability on the basis of medical documentation and on the basis of the table attached to the Regulation of the Minister of Labour and Social Policy of 18 December 2002 on detailed rules for deciding on permanent or long-lasting disability, procedure for determining that disability and on the procedure for the payment of single indemnity; the Company may refer the Insured for medical examination by a medical board appointed in Poland by the Company which will determine the degree of permanent disability of the Insured; the Insured has a duty to deliver to the medical board any medical documentation in the possession of the Insured and submit the Insured to medical examinations; the Company shall cover the costs of the Insured's appearing before the medical board including the Insured's trip within Poland and doctors' fees; the costs of trip by a means of transport other than public transport shall be reimbursed after the choice of the relevant means of transport has been approved by the Company.
2. In the event of breach of duties specified in para. 1 (1) caused by willful intent or gross negligence, the Company may reduce the benefit if the breach contributed to increasing the damage or prevented the determination of the circumstances and consequences of the accident.
3. In the case of occurrence of an event referred to in § 22 (2) (1), the Beneficiary has a duty to:
  - 1) submit a written loss notification form directly to the Company,
  - 2) together with the loss notification form the Beneficiary shall attach a detailed description of the circumstances of the accident, medical documentation of treatment and rehabilitation of the Insured, copy of a short death certificate and, where the Beneficiary has been appointed by name – the Beneficiary's identity document; where there has been no person indicated by name, the family member applying for benefit payment shall also deliver a document confirming biological or marital relationship with the Insured.

## § 25. Special rules for determining and payment of benefit under accident insurance

1. In the event of an accident, the Company:
  - 1) within 7 days from the receipt of notification about the insured event, shall inform the Policyholder or the Insured (if they were not the parties who have reported the insured event) and shall start proceedings to investigate the facts of the event, legitimacy of the claims and amount of benefit and shall inform the party submitting the claim in writing or in another manner agreed to by such party, what documents will be necessary to determine the liability of the Company or amount of benefit, if the above is necessary to proceed,
  - 2) shall pay the benefit due under accident insurance within 30 days from the receipt of notification about the accident,
  - 3) if the Company does not pay the benefit within the time period set forth in the contract or in the act, the Company shall notify the claimant in writing about the reasons of inability to satisfy the claimant's claims in full or in part; in such event the benefit should be paid within 14 days from the date on which, if due diligence had been exercised, investigation of the above circumstances would have been possible; however the undisputed portion of the benefit should be paid by the Company within the period set forth in subsection 2),
  - 4) if the benefit is not payable or is payable in an amount different from the amount given in the submitted claim, the Company shall inform the claimant about the above in writing indicating the circumstances and the legal basis justifying total or partial refusal to pay the benefit,
  - 5) the Company has a duty to make available to the Policyholder or to the Insured the information and documents gathered in order to determine the liability of the Company or the amount of the benefit. The Policyholder or the Insured have a right to demand written confirmation from the Company of the information submitted as well as they may demand making copies and their certification by the Company as true copies of the originals (performed at the cost of such parties),
  - 6) the Company shall pay the benefit being a percentage of the sum insured equal to the disability sustained by the Insured as a result of the accident.
2. The Company will pay the benefit in connection with permanent disability or death that occurred as a result of an accident provided that the permanent disability or death occurred within 24 months from the date of the accident covered by the Company.
3. A claim under accident insurance will be regarded as legitimate if it is determined that there exists a cause and effect relationship between the accident and death or permanent disability.
4. The cause and effect relationship referred to in para. 3 shall be established and the degree of permanent disability shall be determined on the basis of medical documentation delivered or on the basis of results of an examination conducted by a physician appointed by the Company. The percentage of permanent disability shall be determined by a physician appointed by the Company, on the basis of the disability score table used when deciding about the consequences of accidents at work and on the way to work, forming an attachment to the Regulation of the Minister of Labour and Social Policy of 18 December 2002 (item 1974).
5. The degree of permanent disability shall be determined immediately upon completion of treatment of the Insured, taking into account the rehabilitation ordered by the physician, not later however than within 24 months following the accident.
6. If the Insured has received a disability benefit and then died as a result of the same event, then:
  - 1) the death benefit shall be paid to the Beneficiary only if it is higher than the benefit paid previously to the Insured in connection with permanent disability,
  - 2) the benefit payable to the Beneficiary shall be reduced by the amount previously paid to the Insured.
7. If the Insured had died prior to determining the degree of permanent disability and his/her death had not been in a causal relationship with the accident, the



- amount of benefit payable to the Beneficiary shall be determined by the Company on the basis of probable degree of disability of the Insured established based on evaluations and opinions of the physicians appointed by the Company.
8. If the Insured died as a result of an accident, the Company shall determine the amount and entitlement (if any) to the benefit and the beneficiaries on the basis of:
    - 1) documents necessary to determine the grounds for and amount of the claim,
    - 2) death certificate of the Insured together with documents indicating the cause of death, documents confirming the beneficiaries' consanguinity or affinity to the Insured or on the basis of other documents proving that they are the Insured's heirs.
  9. The benefit payable in connection with the Insured's death shall be paid to the Beneficiary.
  10. If the Beneficiary has not been appointed or if the Beneficiary is dead on the date of the Insured's death or if the Beneficiary has lost the entitlement to the benefit, the benefit is payable to family members of the Insured in the following order:
    - 1) spouse,
    - 2) children in equal parts - if there is no spouse,
    - 3) parents in equal parts - if there is no spouse or children,
    - 4) siblings in equal parts - if there is no spouse, children or parents,
    - 5) statutory heirs - if there are none of the persons listed above.

## **Chapter V Luggage insurance**

### **§ 26. Subject matter and scope of luggage insurance**

1. The subject matter of luggage insurance is the risk of loss of travel luggage or decline in value of travel luggage as a result of destruction or damage caused by:
  - 1) documented robbery,
  - 2) documented burglary at the place of accommodation (excluding tents), from a locked cabin of a vessel or caravan, from a locked boot or luggage hatch of a motor vehicle,
  - 3) accident of a transport vehicle,
  - 4) loss of the Insured's control over his/her luggage caused by accident or sudden illness of the Insured,
  - 5) fire, hurricane, flood, lightning, explosion, rain storm, avalanche, earthquake, impact of aircraft and discharge, leakage or overflow of water from plumbing systems.
2. The Company shall be liable, subject to § 12, for loss, decline in value as a result of damage or destruction of luggage in the event when:
  - 1) the luggage has been left in baggage claim (against receipt),
  - 2) has been entrusted to a professional carrier for carriage on the basis of a carriage document,
  - 3) has been stored in a locked individual left luggage facility at a railway station or in a hotel.

### **§ 27. Specific exclusions of liability for luggage insurance**

1. Luggage insurance does not cover:
  - 1) items made of silver, gold, precious and synthetic stones, platinum and other metals of the platinum group, silver and gold coins and precious organic substances, pearls, amber and precious corals and gold, silver and platinum scrap and bullion,
  - 2) furs,
  - 3) watches,
  - 4) monetary assets, securities, savings bank books and savings bonds, all kinds of payment cards and public transportation tickets, keys,
  - 5) documents and manuscripts, musical instruments, items of scientific or artistic value,
  - 6) works of art, antiques and collectors' collections,
  - 7) computer software, data on data carriers, video games with accessories,
  - 8) binoculars,
  - 9) hunting arms and trophies including cases,

- 10) propellants, car accessories and equipment of trailers and boats,
  - 11) items in quantities indicating that they are for sale,
  - 12) items used in commercial, service or production activity,
  - 13) bicycles, trailers, caravans and other transport vehicles,
  - 14) property inside a motor vehicle or trailer,
  - 15) medical equipment, medications, glasses, contact lenses, prostheses and other medical apparatus and rehabilitation equipment,
  - 16) food products and foodstuffs and all kinds of stimulants, such as cigarettes or alcohol,
  - 17) cases.
2. If the scope of luggage insurance had not been extended upon payment of an additional premium, insurance coverage shall also not include the electronic equipment specified in § 2 (35).
  3. The Company shall not be liable for damage:
    - 1) involving the destruction or theft of motor vehicle equipment,
    - 2) caused as a result of larceny or theft using counterfeit keys,
    - 3) involving damage, destruction or loss of things in connection with using them, spontaneous ignition, spoilage or leakage, and for fragile items or items in glass packaging – breakage,
    - 4) which occurred in electrical devices and electrical apparatus as a result of their defects or as a result of operation of electric current during operation, unless the electric current caused a fire,
    - 5) caused as a result of confiscation, detention or destruction by customs or other authorities,
    - 6) that was not reported to the police or carrier immediately after the occurrence of the insured event had been discovered.

## **§ 28. Special procedure in the case of occurrence of events under luggage insurance**

1. Notwithstanding the obligations contained in § 9, which shall be applied accordingly, in the case of occurrence of an event, the Insured has a duty to:
  - 1) if the loss was caused as a result of events referred to in § 26 (1) (1), § 26 (1) (2) or § 26 (1) (3), notify the police immediately after becoming aware of the event and obtain a written confirmation of such notification, including a detailed list of items lost,
  - 2) immediately notify the carrier about each loss caused to the luggage entrusted for carriage or when using public transportation if the luggage was under direct care of the Insured and obtain a written confirmation of the above notification,
  - 3) immediately notify the administration about every loss event at the place of accommodation of the Insured and obtain a written confirmation of such notification,
  - 4) immediately, no later than within 14 days from the date of return from the trip abroad, submit a filled out claim form to the Assistance Centre; the claim form should include an account of the event, list of items lost or damaged, their value, year of purchase and documents confirming the circumstances of the loss; notification of lost luggage shall be accompanied by a written certificate from the carrier confirming the loss of the luggage including information about whether the luggage has been found and about the amount of compensation for lost luggage paid by the carrier to the Insured,
  - 5) at the request of the Assistance Centre, deliver the luggage damaged during the accident.
2. If the previously stolen or damaged items are recovered, the Insured shall immediately notify the Assistance Centre and shall return the benefit paid in connection with such items or shall transfer ownership of such items to the Company.
3. In the event of breach of duties specified in para. 1 (4) caused by willful intent or gross negligence, the Company may reduce the benefit if the breach contributed to increasing the loss or prevented the determination of the circumstances and consequences of the accident.

## § 29. Special principles of determining and payment of compensation under luggage insurance

1. In case of occurrence of a covered event the Company shall pay compensation up to the sum insured.
2. In the event of total loss, the compensation paid shall be equal to the actual value of the luggage lost.
3. In the case of damage of items forming part of the luggage, the compensation shall be equal to the costs of repair of such items. If the costs of repair exceed the value of the item, the Company shall pay compensation equal to the actual value of such item.
4. The actual value of an item shall mean an amount for which an item of the same purpose, standard and quality may be bought, less depreciation of such item.
5. Each payment of compensation shall be reduced by a deductible of **€30**.

## Chapter VI Third party liability insurance

### § 30. Subject matter and scope of third party liability insurance

1. The subject matter of insurance is third party liability of the Insured within the scope laid down in these GCI.
2. The Company shall be liable, subject to § 31, for personal and material damage caused to third parties as a result of private life activities during the Company's liability period.
3. The scope of coverage also includes third party liability associated with engaging in adventure tourism during the Company's liability period, subject to the provisions of para. 6 and 7.
4. The scope of coverage includes damage caused by an accident that occurred during the period of insurance, regardless of the time when the relevant claims were made by the third parties injured, with all the losses caused by the same accident or resulting from the same cause, regardless of the number of persons injured, being regarded as a single accident and it shall be assumed that they occurred at the time of the first loss.
5. The upper limit of the Company's liability for personal and material damage in private life shall be the guaranteed sum with a reservation that for material damage the limit is 20% of guaranteed sum.
6. As regards third party liability associated with engaging in adventure tourism, the sublimit of liability shall be **€15,000** with a reservation that for material damage the limit shall be 20% of guaranteed sum.
7. If insurance coverage is extended upon payment of an additional premium to include:
  - 1) engaging in high-risk sports,
  - 2) engaging in extreme sports,
  - 3) practicing professional sports,the sublimit of liability specified in para. 6 above shall apply also to the sport categories listed above.
8. Within the scope of its liability, the Company shall:
  - 1) verify grounds for claims and reject groundless claims,
  - 2) cover justified costs necessary to prevent escalation of the loss,
  - 3) pay the fees of experts appointed with the approval of the Company to determine the circumstances or size of the loss,
  - 4) cover the court costs connected with defending the Insured against claims of a third party in a case conducted at the order or with the approval of the Company,
  - 5) pay the due compensation on behalf of the Insured; payment of compensation to the injured party shall take place exclusively after prior confirmation by the Company of the legitimacy of the claim, on the basis of an approved settlement or on the basis of a final court judgment.

### § 31. Specific exclusions of liability for third party liability insurance

1. The Company shall not be liable for damage caused as a result of:

- 1) crime or attempted crime committed by the Insured,
  - 2) the Insured's being under the influence of alcohol, drugs, abusive substances, psychotropic substances or substitute substances within the meaning of legislation on combating drug abuse,
  - 3) test drives, rallies and car races,
  - 4) accident caused by driving without the required licence,
  - 5) travelling by aircraft, excluding flying as a passenger provided that the flight is performed in accordance with the law in force.
  - 6) chronic diseases,
  - 7) performance of dangerous physical work, unless it did not have any impact on the loss.
2. The Company shall not be liable for:
- 1) claims exceeding the scope of statutory third party liability of the Insured and being a result of a contract concluded by the Insured or any special promises made by the Insured,
  - 2) damage caused by the Insured to significant others or to persons for whom the Insured is responsible,
  - 3) damage caused intentionally by the Insured or by persons for whom the Insured is responsible,
  - 4) damage caused in a state of diminished responsibility of the Insured, e.g. under the influence of alcohol, medications, drugs or other intoxicants,
  - 5) damage caused in connection with the possession of, driving, using or starting motor vehicles, aircraft and vessels,
  - 6) claims arising as a result of infringement of legal regulations, criminal claim, including in particular claims for intangible emotional injury, claim for moral injury compensation and for exemplary damages,
  - 7) loss or damage of property owned by the Insured or of property of another person, entrusted, hired, borrowed or being under the custody or control of the Insured or of persons for whom the Insured is responsible,
  - 8) damage caused as a result of engaging in the Insured's profession or work in the Republic of Poland or as a result of conducting a for-profit activity,
  - 9) damage caused during hunting,
  - 10) claims in connection with transmitting a disease to another person,
  - 11) damage caused to the natural environment,
  - 12) damage caused by animals belonging to the Insured,
  - 13) damage resulting from the possession or use of any type of guns,
  - 14) damage for which the Insured is liable as a result of contractual taking over of third party liability of a third party or as a result of extension of the scope of the Insured's own third party liability under the legislation in force,
  - 15) damage to movables used by the Insured under a contract of lease, loan or under another civil law contract for valuable consideration,
  - 16) events occurring in the country of residence.
3. In the event of material damage, the deductible shall be **€200** which shall each time be deducted from any compensation paid.

### **§ 32. Special procedure in the case of occurrence of an insured event under third party liability insurance**

1. Regardless of the duties set forth in § 9, in the case of occurrence of an event that gives rise or may give rise to a claim against the Insured, the Insured has a duty to:
  - 1) make a statement outlining the circumstances of the damage,
  - 2) try to find witnesses of the event,
  - 3) immediately, not later than within 5 days from the date of return to the country of residence, submit a written information to the Assistance Centre about the occurrence of an event that may make the Insured liable under third party liability, providing the circumstances and causes of the damage and attaching the necessary documents relating to the circumstances of the event as well as own statement about the Insured's liability for the damage,
  - 4) immediately, not later than within 3 days from the receipt of a claim for damages from a third party, notify the Assistance Centre in writing about such claim,

- 5) notify the Assistance Centre in writing, if criminal, administrative or other proceedings have been instituted against the Insured or if a third party has brought a claim in court,
  - 6) deliver to the Assistance Centre a court's decision on the case relating to the event which was the source of the Insured's liability.
2. If, in connection with the damage caused, the Assistance Centre recommended in writing the taking of specified measures possible to be taken by the Insured aimed at preventing other events in the future and the Insured failed to comply with the recommendation, the Company will have the right to refuse payment of compensation or to reduce the compensation accordingly for future damage caused by a similar event, unless the Insured's non-compliance with the recommendation of the Assistance Centre did not contribute to the damage.
  3. Satisfaction or acknowledgement by the Insured of a claim for compensation of damage covered by third party insurance shall not have any legal effects on the Company without the Company's prior approval.

### § 33. Special procedure for determination and payment of compensation under third party liability insurance

1. Under third party liability insurance, within the limits of coverage, the Company shall investigate the facts of the case as well as its legal status and shall decide on whether to admit the claim and pay compensation or to defend the Insured against an unfounded claim.
2. At any time, the Company shall have the right to pay compensation under third party liability insurance equal to guaranteed sum or equal to a sum sufficient to satisfy the claims connected with the event, thus relieving itself from the duty to provide further coverage or incur other costs.
3. Under third party liability insurance the Company shall pay compensation due to the beneficiary within the limits of the Insured's third party liability.
4. Under third party liability insurance, the Company shall also pay:
  - 1) the fees of experts appointed with the approval of the Company to determine the circumstances or size of the loss,
  - 2) the necessary costs of court defense in a dispute conducted at the order of the Company or with the Company's approval if, as result of the event giving rise to the Insured's liability covered by the insurance, criminal proceedings are instituted against the perpetrator. The Company shall pay the costs of defense if it demanded the appointment of a defense lawyer or if it agreed to cover these costs,
  - 3) necessary costs of action taken by the Insured after the event in order to prevent damage or to reduce its size, if such measures were appropriate, even if they proved ineffective.

## Chapter VII Comfortable Pocket insurance

### § 34. Subject matter and scope of coverage under Comfortable Pocket insurance

1. The subject matter of insurance covers:
  - 1) keys,
  - 2) documents,
  - 3) wallet,
  - 4) mobile phone,in the scope given in these GCI.
2. For the purposes of Chapter VII of these GCI, the subjects of insurance referred to in para. 1 above shall have the following meaning:
  - 1) **documents** – mean the following documents owned by the Insured: personal ID card, passport, driving licence, vehicle registration document,
  - 2) **keys** – mean keys to the place of permanent residence of the Insured,
  - 3) **wallet** – means the wallet (without contents) owned by the Insured,
  - 4) **mobile phone** – means the mobile phone owned by the Insured or used by the Insured pursuant to a separate agreement, for the loss of which the Insured is liable.

3. The Company shall be liable for the loss by the Insured of the subject matter of insurance referred to in para. 1 above as a result of:
  - 1) burglary, or
  - 2) robbery.
4. The Company shall be liable for the events specified under para. 3 above which occurred during the period of liability.
5. The sum insured under the Comfortable Pocket insurance shall constitute the upper limit of the Company's liability and shall be **€250** for any and all events that occurred during the insurance period subject to limits of liability referred to in para. 6.
6. Upon occurrence of an event referred to in para. 3 the Company shall provide the following benefits:
  - 1) upon loss by the Insured of keys as a result of burglary or robbery, within the limits of sum insured specified in para. 5 hereof, the Company shall reimburse the costs of purchase of a new lock of similar quality and grade as the previous lock, together with a set of keys or shall reimburse the costs of copying a set of keys,
  - 2) upon loss by the Insured of documents as a result of burglary or robbery the Company shall reimburse, within the limits of sum insured specified in para. 5 hereof, the costs of issuance by a competent authority of new documents,
  - 3) upon loss by the Insured of a wallet as a result of burglary or robbery, the Company, up to the sum insured given in para. 5 hereof, shall reimburse the Insured for the costs of purchase of a new wallet up to **€30**,
  - 4) upon loss by the Insured of a mobile phone as a result of burglary or robbery, the Company shall reimburse, up to the sum insured specified in para. 5 hereof, the costs of purchase of a new telephone and the costs of issuance by a competent mobile operator of a duplicate of the Insured's SIM card, up to **€100**.

### § 35. Exclusions of liability under Comfortable Pocket insurance

1. The Company's liability does not include loss of items listed in § 34 (1) as a result of breaking into a vehicle or of items stolen together with a vehicle.
2. Under the cover provided, the Company does not have a duty to cover all the losses incurred by the Insured as a result of using by third parties of items listed in § 34 (1) after the Insured had lost them as a result of burglary or robbery.

### § 36. Special procedure in the case of occurrence of events under Comfortable Pocket insurance

1. Notwithstanding the obligations contained in § 9, in the case of occurrence of an event, the Insured has a duty to:
  - 1) report the event to the police immediately after becoming aware of the event and obtain a written confirmation of such reporting,
  - 2) upon loss of a mobile phone as a result of burglary or robbery, immediately (not later than within 12 hours from the occurrence or of becoming aware of the event) block the IMEI and SIM codes with the relevant mobile network operator,
  - 3) immediately notify the administration about every loss event at the place of accommodation of the Insured and obtain a written confirmation of such notification.
2. If the Insured, as a result of the Insured's wilful misconduct or gross negligence, has not applied the means referred to in para. 1 (2), the Company shall be released from liability for the damage thus incurred.

### § 37. Special procedure for the determination and payment of compensation under Comfortable Pocket insurance

1. Reimbursement of costs will take place after the Insured has submitted the relevant written claim to the Assistance Centre and after the originals of all necessary documents have been delivered, such as:
  - 1) written confirmation of reporting to the police the loss of items listed in § 34

- (1) respectively as a result of burglary or robbery, with such reporting done within 24 hours from the occurrence of the event or the Insured's becoming aware of the event,
- 2) in case of loss of keys – purchase invoice for a new lock together with a set of keys or receipt confirming the copying of a set of keys,
  - 3) in case of loss of a wallet – purchase receipt for a new wallet,
  - 4) in case of loss of a mobile phone – confirmation of blocking with the relevant mobile network operator of IMEI and SIM codes in accordance with § 36 (1) (2), and additionally:
    - a) in case of loss of a mobile phone owned by the Insured – purchase invoice of the lost mobile phone and purchase invoice for the new mobile phone,
    - b) in case of loss of a mobile phone used by the Insured pursuant to a separate agreement – purchase invoice for the lost mobile phone or agreement pursuant to which the Insured used the mobile phone lost as well as the purchase invoice for the new mobile phone.

## Chapter VIII Event ticket insurance

### § 38. Subject matter and scope of coverage for event ticket insurance

1. The subject matter of insurance are the costs of an unused event ticket within the scope specified in these GCI.
2. If the Insured, because of the Insured's health condition caused by an accident or sudden illness, has not used the event ticket purchased, the Company shall reimburse the Insured for the costs of the ticket referred to in § 2 (2).
3. The scope of coverage does not include reimbursement of the costs of an event ticket if the fact that the ticket was not used was due to the Insured's condition caused by a chronic illness, unless an additional premium had been paid, extending the scope of liability of the company to include consequences of chronic illnesses.
4. The sum insured under event ticket insurance shall be the upper limit of the Company's liability and shall be **€350** for any and all events occurred during the insurance period.

### § 39. Special procedure in the case of insured event under event ticket insurance

Regardless of the duties contained in § 9, upon occurrence of an insured event the Insured shall:

- 1) immediately contact the Assistance Centre at (+48) 22 568 98 28,
- 2) deliver to the Assistance Centre the documentation evidencing the basis for the claim not later than within 7 days from the occurrence of the event. The documentation should include:
  - a) unused original ticket for the event,
  - b) where there is no information on the ticket about its price, a document confirming the purchase of the event ticket together with information about its price,
  - c) in the case of return of the ticket to the organiser of the event, confirmation from the organiser of the event including the amount of deduction in connection with cancellation of the event ticket,
  - d) medical documentation of the treatment provided including medical examination results, serving as a basis for the Insured's cancelled participation in the event and additionally a doctor's certificate.

### § 40. Special procedure for the determination and payment of compensation under event ticket insurance

1. The Company shall pay the due compensation on condition that the unused event ticket does not bear any signs of using and in particular that it does not show any signs of mechanical damage.
2. The Company shall not reimburse the costs of an unused event ticket if the Insured was not admitted by the organiser of the event to the event area, in

particular if the Insured was under the influence of alcohol or intoxicants or psychotropic drugs.

3. In the event of return of ticket to the organiser of the event, the compensation shall be equal to the amount of deductions made by the event organiser, subject to the provisions of para. 4.
4. A deductible of 30% of the compensation granted (not less than **€25**) shall be applied to each compensation paid.

## Chapter IX Sports gear insurance

### § 41. Subject matter and scope of sports gear insurance

1. The subject matter of insurance is sports gear.
2. The scope of coverage includes loss or decline in value as a result of destruction or damage of:
  - 1) sports gear being under direct care of the Insured,
  - 2) entrusted sports gear not being under direct care of the Insured.
3. The sports gear being under direct care of the Insured shall be covered only when its loss, decline of its value as a result of destruction or damage were caused by:
  - 1) documented robbery,
  - 2) documented burglary at the place of accommodation (excluding tents), from a locked cabin of a vessel or caravan, from a locked boot or luggage hatch of a motor vehicle,
  - 3) accident of a transport vehicle,
  - 4) accident or sudden illness as a result of which the Insured lost control over the sports gear,
  - 5) fire, hurricane, flood, lightning, explosion, rain storm, avalanche, earthquake, impact of aircraft and discharge of water from plumbing systems.
4. Entrusted sports gear is covered in the event of loss, decline in value caused by destruction or damage when:
  - 1) the luggage has been left in baggage claim (against receipt),
  - 2) has been entrusted to a professional carrier for carriage on the basis of a carriage document,
  - 3) has been stored in a locked individual left luggage facility at a railway station or in a hotel.

### § 42. Exclusions of liability for sports gear insurance

1. Insurance coverage does not include damage involving a loss, destruction or damage to the sports gear caused by using such equipment.
2. Insurance coverage does not include damage involving a loss, destruction or damage to the sports gear bags.

### § 43. Special procedure in case of occurrence of events under sports gear insurance

1. Regardless of the duties contained in § 9, in the event of damage to the Insured's sports gear, the Insured has a duty to:
  - 1) immediately notify the local police about each damage caused as a result of a crime and shall obtain a written confirmation of such notification with a detailed specification of items lost,
  - 2) immediately notify the carrier about each loss caused to the sports gear entrusted for carriage or when using public transportation, if the sports gear was under direct care of the Insured and obtain a written confirmation of the above notification,
  - 3) immediately notify the administration about every loss event at the place of accommodation of the Insured and obtain a written confirmation of such notification,
  - 4) secure the proofs of the loss as well as items that were destroyed or damaged in order to make them available for inspection by the Assistance Centre,
  - 5) report the insured event in writing to the Assistance Centre within 14 days from the date of return from the trip abroad, unless it is impossible because



of a properly documented accident or force majeure; if a delay in reporting a loss causes aggravation of the loss understood as increased liability, the Assistance Centre may reduce the compensation accordingly; the report should include an account of the event, a list of items lost or damaged, their value, year of purchase and documents supporting the circumstances of the loss,

- 6) present a doctor's certificate about medical assistance provided in connection with an accident or sudden illness,
  - 7) at the request of the Assistance Centre, deliver the sports gear destroyed or damaged during the event.
2. If the previously stolen, destroyed or damaged items are recovered, the Insured shall immediately notify the Assistance Centre and shall return the compensation paid in connection with such items or shall transfer ownership of such items to the Company.

#### § 44. Special principles of determining and payment of compensation under sports gear insurance

1. In case of occurrence of an insured event, the Company shall pay compensation up to the sum insured.
2. In case of total loss or destruction of sports gear, the Company shall pay compensation equal to the actual value of such equipment.
3. In case of damage to the sports gear, the Company shall pay compensation equal to the costs of repair. If the costs of repair are higher than the actual value of the sports equipment, the Company shall pay compensation equal to the actual value of the equipment.
4. The actual value shall mean an amount for which an item of the same purpose, standard and quality may be bought, less depreciation of such item.
5. The Company shall pay compensation due if its amount is higher than €25 for each loss (integral franchise).

### Chapter X Car Assistance during a trip abroad

#### § 45. Definitions relating to Car Assistance coverage during a trip abroad

For the purposes of Chapter X of these GCI, the following terms shall have the following meanings:

- 1) **vehicle breakdown** – shall mean an incorrect or inappropriate functioning of the vehicle, resulting from internal causes of mechanical, electrical, electronic or hydraulic origin, bringing about its immobilization or preventing driving in a safe manner or in accordance with regulations in force in the country in which the breakdown occurs, including in particular failure of external light, battery, alarm, immobilizer, windscreen wiper and/or seatbelt; the term 'failure' does not include ongoing or periodic servicing, or delivery and/or installation of accessories;
- 2) **European part of Russia** shall mean the Central Federal District, Northwestern Federal District (without Nenets Autonomous Okrug and Komi Republic), Volga Federal District, Volgograd Oblast, Rostov Oblast, Republic of Kalmykia, Astrakhan Oblast and Stavropol Krai;
- 3) **European part of Turkey** shall mean the area from the Bosphorus, Sea of Marmara and Dardanelles; assistance is provided only in the European part of Istanbul;
- 4) **vehicle theft** shall mean an act bearing all the hallmarks of the act defined in Art. 278 of the criminal code in reference to the vehicle insured;
- 5) **the Insured** shall mean for the purposes of this Chapter the driver and passengers travelling in the vehicle insured, of a number not greater than that recorded in the vehicle registration document, and entitled to benefits under this Chapter, excluding passengers transported for a fee;
- 6) **insured vehicle** – shall mean a passenger car, passenger, commercial or goods vehicle with a total permissible weight up to 3.5 tons, roadworthy for public roads and having valid road safety test certificate, in which the Insured

is travelling and which is the Insured's property or which the Insured has a lawful right to use;

- 7) **vehicle immobilization** – a condition of the vehicle used by the Insured which, as a result of an accident, breakdown, theft of some of its parts or equipment, makes use of the vehicle on public roads impossible;
- 8) **mobilization of the vehicle** shall mean removal of the cause that prevented further travel;
- 9) **vehicle accident** shall mean a road event that immobilized the vehicle, preventing further driving in a safe manner or in accordance with regulations of the country in which the event occurred, including in particular collision, overturning of the vehicle, fall from an escarpment, explosion and/or fire in the vehicle.

#### § 46. Subject matter and scope of Car Assistance coverage during a trip abroad

1. The subject matter of Car Assistance includes organisation and coverage of the costs of providing by the Company via the Assistance Centre assistance services to the Insureds upon occurrence of insured events during the period of the Company's liability and in the scope set forth in this Chapter.
2. The geographical range of Car Assistance includes the following countries: Andorra, Austria, Belgium, Bulgaria, Bosnia and Herzegovina, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Gibraltar, Greece, Spain, Holland, Ireland, Island, Lichtenstein, Lithuania, Latvia, Luxembourg, Macedonia, Malta, Monaco, Germany, Montenegro, Norway, Poland, Portugal, Romania, Russia (only European part), San Marino, Serbia, Slovakia, Slovenia, Sweden, Switzerland, Turkey (only European part), Vatican, Hungary, Great Britain, Italy.
3. Car Assistance includes:
  - 1) technical services in the scope specified in para. 4 below,
  - 2) technical services in the scope specified in para. 5 below,
  - 3) information services in the scope specified in para. 6 below.
4. **Technical services** shall include:
  - 1) **mobilization of the vehicle at the place of immobilization** – in the event of immobilization of the vehicle during a trip abroad in the territory of countries listed in para. 2, the Assistance Centre shall arrange mobilisation of the vehicle at the place of immobilization and shall cover its costs; the Assistance Centre shall not cover the costs of spare parts or other materials used to mobilise the vehicle; whether the vehicle can be mobilized at the place of the event shall be decided by a representative of the Assistance Centre,
  - 2) **towing of the vehicle** – if the vehicle becomes immobilized during a trip abroad in the territory of countries listed in para. 2 and if it is not possible to mobilize it at the place of immobilization as per subsection 1) above, the Assistance Centre shall organize and cover the costs of towing the immobilized vehicle to the nearest Authorised Service Station or to the nearest car repair shop able to perform the repair for a price not exceeding **€500**; if the vehicle was immobilized on a motorway and the Insured is using the services of specialist road emergency services not hired by the Assistance Centre, the Insured shall cover the costs of such services; the Assistance Centre shall reimburse the Insured for the above costs on the basis of originals of invoices up to the limits specified in this Chapter,
  - 3) **parking** – if the vehicle becomes immobilized during a trip abroad in the territory of countries listed in para. 2 and if it is necessary to store the vehicle, the Assistance Centre shall organise and cover the costs of parking of the vehicle in an attended parking lot for a period not exceeding **3 days** and up to **€150**,
  - 4) **replacement vehicle** – if the vehicle becomes immobilized during a trip abroad in the territory of countries listed in para. 2, the Assistance Centre shall organise and cover the costs of renting a replacement vehicle for up to **3 days** if the insured vehicle has not been mobilized within **72 hours** from notifying the Assistance Centre about the event; the Assistance Centre shall select a replacement vehicle taking into account local possibilities and shall cover the costs of renting category A, B or C vehicle in accordance with the standards used by rent a car companies; the Assistance Centre shall not cover

the costs of fuel, additional insurance, toll and other additional charges relating to using the vehicle,

- 5) **delivery of spare parts** – if the vehicle gets immobilised during a trip abroad and it becomes necessary to deliver spare parts to repair the vehicle during the trip abroad in the territory of countries listed in para. 2 of this section, the Assistance Centre shall organise the delivery of spare parts to the place of repair of the vehicle,
  - 6) **scrapping of the vehicle** - in the event of accident or theft of the vehicle during a trip abroad in the territory of countries listed in para. 2, the Assistance Centre shall organise and cover the costs of scrapping the vehicle in the country in which the assistance event occurred if the cost of repair of the vehicle exceeds its value or the repair is impossible for technical reasons,
  - 7) **delivery of fuel** – if the vehicle becomes immobilized during a trip abroad in the territory of countries listed in para. 2, the Assistance Centre shall organise the delivery of fuel at the request of the Insured; the Assistance Centre shall not cover the costs of the fuel.
5. **Travel assistance services** include:
- 1) **hotel accommodation** – in the event of immobilisation of the Insured's vehicle during a trip abroad in the territory of countries listed in para. 2, the Assistance Centre shall organise and cover the costs of accommodation of the Insured including breakfast and trip to a hotel for a period not exceeding the actual time of repair of the Insured's vehicle if the vehicle cannot be repaired within **24 hours** from notifying the Assistance Centre about the event; the Assistance Centre shall organise and cover the costs of accommodation for a period not exceeding **3 days** and up to **€100** per day; the Assistance Centre shall not cover other costs of the Insured's accommodation, including in particular the costs of telephone calls and other hotel services,
  - 2) **return home/continuation of the trip** – in the event of immobilization of the Insured's vehicle during a trip abroad in the territory of countries listed in para. 2, the Assistance Centre shall organise and cover the costs of the Insured's first class railway ticket, bus ticket or air ticket (economy class) to the place of the Insured's residence in the country of residence or to the place of continuation of the trip when repair of the vehicle exceeds **72 hours** from the time of receipt by the Assistance Centre of information about the event,
  - 3) **collection of repaired vehicle** – in the event of immobilization of the vehicle during a trip abroad or recovery of a stolen vehicle in the territory of countries listed in para. 2, the Assistance Centre shall organise and cover the costs of a one way first class railway ticket or bus ticket for one person to collect the repaired vehicle if such repair lasts longer than **72 hours** from the time of receipt by the Assistance Centre of information about the event,
  - 4) **telephone interpreting** – in the case of an accident or theft in the territory of countries listed in para. 2, the Assistance Centre shall provide assistance to the Insured including help in making telephone calls relating to the event made to the police, border services, health care facilities,
  - 5) **help in finding a lawyer** – in the case of an accident in the territory of countries listed in para. 2, the Assistance Centre shall organise the assistance of a lawyer to represent the Insured in judicial proceedings against the Insured in connection with an accident that occurred during the period of insurance; the Company shall not cover the lawyer's fees via the Assistance Centre,
  - 6) **assistance in finding an interpreter** – in the case of an accident in the territory of countries listed in para. 2, the Assistance Centre shall organise the assistance of an interpreter during police investigations, in judicial proceedings instituted in connection with the involvement of the vehicle in an accident; the Assistance Centre shall not cover the costs of the interpreter,
  - 7) **assistance with formalities connected with reporting the loss and filling out the accident form** – in the case of an accident or theft in the territory of countries listed in para. 2 of this section resulting in immobilisation of the insured vehicle, the Assistance Centre will report the event by phone or electronically to the insurance company indicated by the Insured and to the nearest police station.
6. **Information services** include;
- 1) **delivery of messages** – if the vehicle becomes immobilized during a trip

abroad in the territory of countries listed in para. 2, the Assistance Centre shall deliver to a person indicated by the Insured information about immobilization, accident or theft of the vehicle,

- 2) **information about car repair services** – if the vehicle becomes immobilized during a trip abroad in the territory of countries listed in para. 2, the Assistance Centre shall provide information about authorised car repair chains, towing companies or car rental chains,
- 3) **information about possibilities of renting replacement vehicle** – if the vehicle becomes immobilized during a trip abroad in the territory of countries listed in para. 2, the Assistance Centre shall provide information about the possibilities and terms of renting a replacement vehicle,
- 4) **emergency road service information** – if the vehicle becomes immobilized during a trip abroad in the territory of countries listed in para. 2, the Assistance Centre shall provide information about addresses and telephone numbers of emergency road service providers,
- 5) **public transport information** – if the vehicle becomes immobilized during a trip abroad in the territory of countries listed in para. 2, the Assistance Centre shall provide information about routes and timetables of trains, buses and planes;
- 6) **accommodation information** – if the vehicle becomes immobilized during a trip abroad in the territory of countries listed in para. 2, the Assistance Centre shall provide information about accommodation in hotels, motels and at camping sites.

#### § 47. Sum insured under Car Assistance insurance during a trip abroad

The sum insured under Car Assistance insurance during a trip abroad is **€3,000** for all assistance services listed in § 46.

#### § 48. Specific exclusions of liability under Car Assistance insurance during a trip abroad

1. The Company shall not be liable for the costs incurred by the Insured without prior notification to and approval of the Assistance Centre, unless contacting the Assistance Centre was impossible due to force majeure or due to special circumstances accepted by the Assistance Centre. In such case, costs will be reimbursed in an amount the Assistance Centre would have paid if it had organised assistance services using its own resources.
2. The Company shall not organise and cover the costs of assistance services if:
  - 1) the provision of assistance services was prevented by force majeure, including in particular: earthquake, flood, hurricane, forest fire, failure or lack of data communication infrastructure,
  - 2) the provision of assistance services was prevented as a result of intervention of local agencies responsible for help in road accidents, for security, environmental protection and decontamination or as a result of intervention of a fire brigade, police or customs authorities.
3. The Company shall not be liable for events caused by:
  - 1) hostilities, riots, acts of terrorism or sabotage, civil unrest, nuclear disaster or radioactivity,
  - 2) willful misconduct or gross negligence of the Insured,
  - 3) theft or loss of car keys,
  - 4) overloading of the vehicle,
  - 5) using the insured vehicle not in accordance with its purpose.
4. The Company shall not be liable for events that occurred:
  - 1) in vehicles intended for and/or used for the transport of: toxic products or toxic raw materials, hazardous or radioactive products – until the end of the efforts aimed to remove the hazard posed by the material being transported,
  - 2) in vehicles which at the time of occurrence of the event did not have valid roadworthiness test certificate.
5. The Company shall not be liable for events that occurred as a result of:
  - 1) self-mutilation, suicide or crime attempted or committed by the Insured,

- 2) willful acts or gross negligence of the Insured or of the passengers travelling with the Insured,
  - 3) driving the insured vehicle by a driver being under the influence of alcohol, drugs, abusive substances, psychotropic substances or substitute substances within the meaning of the law on combating drug abuse,
  - 4) participation of the Insured in betting, crime or fights, except when committed in the necessary defense,
  - 5) strikes, protest campaigns, participation of the Insured in road blocks and fights or mob violence,
  - 6) participation of the Insured in hostilities, acts of terrorism or civil war,
  - 7) nuclear or chemical contamination or radioactive and ionizing radiation,
  - 8) test drives, rallies and car races or using the vehicle as a prop,
  - 9) car accident caused by driving without the required licence,
  - 10) fleeing of the driver (the Insured) from the scene of the accident (hit-and-run).
6. The Company's liability does not include material damage involving loss, damage to or destruction of items owned by the Insured that occurred in connection with the accident.
  7. The company shall not be liable to pay compensation if the vehicle was immobilized because of parts fitted in which are not recommended by the manufacturer of the vehicle.
  8. The Company shall not be liable for events which:
    - 1) were a result of delayed maintenance or technical inspection performed at a car service station and the resulting immobilization of the vehicle,
    - 2) occurred as a result of exceeding the permitted axle load and loading the vehicle with a trailer whose weight exceeds the manufacturer's recommendations for the vehicle,
    - 3) are a result of a breakdown caused by unperformed repair of the vehicle after an intervention of the Assistance Centre.
  9. Insurance coverage does not include vehicles which on the date of the accident do not have a valid roadworthiness test certificate.
  10. The Company shall not be liable for:
    - 1) damage caused to the cargo of vehicles covered by assistance and/or to the cargo of trailers and semitrailers,
    - 2) consequences of waiting for spare parts and for the satisfaction of other related claims of the Insured,
    - 3) costs of mechanical repair performed by service stations,
    - 4) theft, damage or destruction of the cargo, luggage, personal items and items left in the vehicle during towing or performance of other assistance services under this insurance,
    - 5) costs of services provided by agencies responsible for the safety, environmental protection, decontamination, by the police, fire brigades or customs authorities,
    - 6) damage to property, personal injuries, lost profits, delays in cargo transport and for other damage connected with professional or business activity, arising in connection with activities performed under this insurance.

#### **§ 49. Special procedure for assistance events under Car Assistance during a trip abroad**

1. If it is necessary to use assistance services, the Insured has a duty to:
  - 1) immediately report the event to the Assistance Centre by phone; if the insured event cannot be reported directly by the Insured it may be reported by a person acting on the Insured's behalf,
  - 2) give the details necessary to provide help or information: full name, make and model of the vehicle, vehicle's registration number and details of the place of stay, to enable the Assistance Centre to contact the Insured,
  - 3) follow the instructions of the Assistance Centre,
  - 4) try to mitigate the adverse impact of the insured event,
  - 5) enable the Assistance Centre the performance of activities necessary for investigating the circumstances of the damage, grounds for and amount of the claim and provide the required assistance and explanations,

- 6) present an ID document and provide all information that may be necessary to provide assistance services under the insurance,
  - 7) grant powers of attorney to the representative arriving to the place of the accident to provide specified assistance services,
  - 8) refrain from ordering the provision of assistance services which are the responsibility of the Assistance Centre from other parties, unless the Assistance Centre does not start the provision of assistance services within 5 hours from the confirmation of the Insured's entitlement to assistance services or if the Assistance Centre approves the provision of the services by another person or entity.
2. The Company shall not reimburse the costs incurred by the Insured without prior notification to and approval of the Assistance Centre.

#### **§ 50. Procedure for the provision of benefits under Car Assistance insurance during a trip abroad**

1. The Insured is entitled to assistance benefits in amounts specified in the scope of coverage.
2. Provision by the Insured of false information relating to the circumstances or effects of the insured event and evading explanations may result in a loss of entitlement to the benefit if such false information or lack of explanations had an impact on the determination of liability or if they were used to fraudulently secure the assistance benefit.
3. After the Assistance Centre has been notified about the occurrence of the insured event and after an employee of the Assistance Centre has determined that the event is a covered event, the Assistance Centre will provide the assistance benefit included in the scope of coverage in accordance with this Chapter.
4. All the costs payable under this Chapter shall be paid directly to the issuers of the relevant invoices.
5. If the Assistance Centre does not start the provision of the benefit within 5 hours from confirmation of the Insured's entitlement to assistance benefits and the Insured orders the provision of the service from other persons or entities or when the Assistance Centre approves the provision of the assistance service by another person or entity, the Assistance Centre shall reimburse the costs incurred by the Insured on the basis of originals of invoices up to the limits specified in this Chapter. In such event, the Insured shall have a duty to deliver an application for reimbursement of costs as well as originals of receipts or invoices confirming the provision of assistance services to the address of the Assistance Centre.
6. The Assistance Centre shall reimburse the costs referred to in para. 5 within 30 days from the date of reporting the loss, after prior investigation of the facts of the loss, grounds for the claim and amount of benefit.
7. If investigation of the circumstances necessary to determine the Company's liability or the amount of compensation is not possible within a period indicated above, the costs shall be reimbursed within 14 days from the date on which, if due diligence had been exercised, investigation of the above circumstances would have been possible. However, undisputed portion of the costs shall be reimbursed within a period indicated in para. 6.

#### **Chapter XI Final provisions**

1. The Polish law shall be the governing law for contracts of insurance concluded on the basis of these GCI.
2. Action with respect to claims under the contract of insurance may be brought either on the basis of provisions on general competence of courts or before a court competent over the place of residence or the registered office of the Policyholder, the Insured, the Beneficiary under the contract of insurance.
3. These GCI were approved in a Resolution of the Management Board of the Company No. 07/07/13 of 16.07.2013 and shall apply to contracts of insurance concluded from 31.07.2013 onwards.



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