

**EUROPA**  
UBEZPIECZENIA



TURYSTYKA



General Terms and Conditions

## Travel World

effective as of June 5, 2024

code: OWU/02/1742974/2024/M

Index prepared in accordance with the Regulation of the Minister of Finance of December 16, 2015 (Journal of Laws of 2015, item 2189) on the information included in contract templates used by the insurance company:

<b>Type of information</b>	<b>Provision number according to the contract template</b>
The preconditions whose occurrence obligates the insurance company to the payment of benefits/compensation or the buyout value	§ 1 of GTC, § 2 of GTC, § 6 of GTC, § 14 of GTC, § 15 of GTC, § 16 of GTC, § 17 of GTC, § 21 GTC, § 25 of GTC, § 29 of GTC, § 32 of GTC, § 36 of GTC, § 40 of GTC, § 42 of GTC, § 44 of GTC, § 46 of GTC
Limitations and exclusions of liability of the insurance company which entitle the insurance company to refuse the payment of benefits/compensation or to reduce them	§ 1 of GTC, § 2 of GTC, § 6 of GTC, § 7 of GTC, § 8 of GTC, § 18 of GTC, § 22 of GTC, § 26 of GTC, § 30 GTC, § 33 of GTC, § 37 of GTC, § 47 of GTC

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# General Terms and Conditions of Travel World Insurance

approved by Resolution of the Management Board of Towarzystwo Ubezpieczeń Europa S.A. No. 06/05/24 of May 21, 2024

code: OWU/02/1742974/2024/M

effective as of June 5, 2024

## Chapter I. Preliminary provisions which apply to all insurances

### § 1 Glossary – what do the terms used in the General Terms and Conditions (hereinafter: GTC) mean?



The insurer is Towarzystwo Ubezpieczeń Europa S.A., that is us. The insured is you, i.e. the person who benefits from the insurance coverage. If you bought the insurance yourself, you are also the policyholder.

Below you will find explanations of the terms used in the GTC:

1. **recreational sport practice** – leisure that you combine with recreational sports to improve fitness and health and explore tourist attractions. You practice this type of sports on designated trails, routes or water bodies. You can practice this type of sports individually or in teams, in informal or organized groups. The recreational sport practice does not include recreational skiing and snowboarding. A list of activities that we consider to be recreational sport practice is included in Appendix 1 to the GTC;
2. **Emergency Call Center** – an entity that provides assistance on our behalf under the concluded insurance contract;



Remember to always keep the phone number of the Emergency Call Center with you. This will put you in touch with the Emergency Call Center quickly in case of illness or accident and get you the assistance you need. The number of the Emergency Call Center is provided in the policy.

3. **chronic disease** – a disease that has one of the following characteristics: it is permanent, results in disability, is caused by irreversible pathological changes, requires special rehabilitation or requires a long period of supervision, observation or care;



**Example:** A chronic disease is, for example, diabetes, hypertension, heart disease, asthma, cancer, allergies, hyperthyroidism or hypothyroidism, arthritis or permanent damage to organs, such as the heart, multiple sclerosis (MS).

4. **mental illness** – disease described in the ICD-10 International Statistical Classification of Diseases and Related Health Problems as mental and behavioral disorders (code: F00–F99). Also the depression and neurosis are considered to be the mental illness;
5. **occupational disease** – disease included in the list of diseases constituting appendix to the Regulation of the Council of Ministers of June 30, 2009 on occupational diseases (consolidated text: Journal of Laws of 2013, item 1367, as amended);
6. **infectious disease epidemic** – occurrence of infections or cases of an infectious disease in a given area in numbers markedly greater than in a previous period, or occurrence of infections or infectious diseases not previously present. The infectious disease epidemic must be announced, including in the form of recommendations, warnings or announcements in the mass media, by the state authorities of the country of travel destination or the Ministry of Foreign Affairs of the Republic of Poland or the Chief Sanitary Inspectorate or the World Health Organization or other national or international authorities;
7. **Europe and Mediterranean countries** – Albania, Algeria, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Montenegro, Czech Republic, Denmark, Egypt, Estonia, Finland, France, Gibraltar, Greece, Georgia, Spain, Netherlands, Ireland, Iceland, Israel, Kazakhstan, Kosovo, Lebanon, Libya, Liechtenstein, Lithuania, Luxembourg, Latvia, Northern Macedonia, Malta, Morocco, Moldova, Monaco, Germany, Norway, Portugal, Russia, Romania, San Marino, Serbia, Slovakia, Slovenia, Switzerland, Sweden, Tunisia, Turkey, Ukraine, Vatican City, Hungary, United Kingdom, Italy, Guernsey Island, Jersey Island, Isle of Man, Faroe Islands, Svalbard Islands and Jan Mayen – excluding Poland and country of permanent residence;
8. **specialist consultation** – history and physical examination performed by a physician, consisting in an interview and specialist advice complete with the basic activities which are required to make a diagnosis, make the correct therapeutic decision and monitor treatment;
9. **rescue expenses** – costs of:
  - search and rescue operations conducted by dedicated emergency services,
  - providing emergency medical care at the accident site and
  - transport from the accident site to the nearest medical facility, as required by health condition, using special means of transport, in

particular: sled, helicopter, toboggan, motorboat;

10. **burglary** – theft of property after the removal of security measures, with:
    - physical force or
    - tools leaving traces, or
    - a forged key or a master key or by means of the genuine key acquired by the perpetrator as a result of breaking into other premises or robbery;
  11. **country of permanent residence** – the country where you live permanently. We also consider the country of your citizenship to be your country of permanent residence if you live permanently outside that country;
  12. **quarantine** – individual seclusion of a healthy insured who has been exposed to Covid-19 to prevent the spread of the disease. The quarantine, as defined in the GTC, **is** a quarantine imposed **individually** on a healthy insured due to contact with a person who has Covid-19. The quarantine under the GTC **is not** a quarantine imposed on you:
    - 1) because you stay at your travel destination or a place you are passing through, or
    - 2) because you were in a defined geographical area (a particular country, region, province, municipality, city or part thereof), or
    - 3) because you were on board a quarantined vessel, or
    - 4) while traveling (outside the country of your residence) by an authorized entity of your country of residence. The quarantine must be evidenced by a document issued by an authorized entity that will include the dates of quarantine;
  13. **outpatient treatment** – medical assistance that lasts up to 24 hours and takes place in an open treatment facility, hospital or other medical facility;
  14. **preventive dental treatment** – treatment of tooth decay, necrosis, root canal treatment, replacement of damaged fillings, treatment of gum diseases, periodontal disease, tartar removal;
  15. **we** – Towarzystwo Ubezpieczeń Europa Spółka Akcyjna with registered office in Wrocław;
  16. **sudden illness** – a medical condition that has all of the following characteristics:
    - 1) occurred suddenly,
    - 2) does not depend on your will,
    - 3) endangers your health or life,
    - 4) requires immediate medical attention and treatment,
    - 5) is confirmed by medical documentation;
  17. **chronic disease or mental illness consequence** – a sudden flare-up of a chronic disease or mental illness that requires immediate medical attention and treatment. We treat the chronic disease or mental illness consequence as a sudden illness;
  18. **accident** – an event that has all of the following characteristics:
    - 1) occurred suddenly,
    - 2) does not depend on your will,
    - 3) occurred due to external reason,
    - 4) is not related to any of your diseases,
    - 5) is a direct and only cause of physical injury to your body or as a result of which you will die,
    - 6) is confirmed by medical documentation;
  19. **surgery** – interventional surgical procedure carried out under general, conduction or local anesthesia by a licensed surgical specialist, required from the medical perspective to restore the normal function of the sick organ or system;
  20. **close relative** – husband or wife, partner, child, siblings, parent, grandfather, grandmother, great grandfather, great grandmother, father-in-law, mother-in-law, grandson, granddaughter, son-in-law, daughter-in-law, stepfather, stepmother, stepson, stepdaughter;
  21. **accompanying person** – a person who travels with you and whom you designate as a companion during medical treatment or transportation to Poland or the country of permanent residence (ordered by a physician) during the travel;
  22. **person called to accompany** – a person who does not travel with you, but will come to you and be your companion during treatment or transportation to Poland or the country of permanent residence (ordered by a physician) during the travel. You can call on such a person in case you travel alone or the person with whom you travel cannot be an accompanying person, for example, in a situation where such person's health prevents them from performing this role. In a situation where your health condition prevents you from appointing a person called to accompany you, the Emergency Call Center can do this for you;
  23. **pandemic** – an infectious disease epidemic that covers much of a continent or several continents. The pandemic is declared by the World Health Organization;
  24. **travel** – staying outside Poland and the country of permanent residence if it is a country other than Poland;
- 
- Coverage under the insurance of medical, rescue and transport expenses and travel assistance insurance becomes effective after you cross the Polish border. If you live permanently abroad, the coverage starts when you cross the border of the country where you live.
25. **portable electronic equipment** – mobile phone, computer, tablet, audio and video media, photographic and audio-video equipment and their accessories;
  26. **robbery** - theft during which the perpetrator uses physical violence or threat of immediate physical violence against you or your close relative. The robbery is also a situation when the perpetrator robbed you after causing your unconsciousness or vulnerability;
  27. **stationary rehabilitation** – medical service designed to cure or mitigate reduced mobility and restore full or achievable physical capacity;
  28. **sabotage** – willful failure to perform or defective performance of one's duties with the intent to cause disorganization, loss and damage; sabotage is intended to prevent or impede the proper functioning of plants, equipment or institutions of major importance to the state;
  29. **extreme sports** – sports disciplines whose safe practice requires above-average skills, courage and acting under high-risk



conditions. Extreme sports are: air sports, mountain biking, motor sports, mountaineering, rock climbing, crag climbing, caving, ski jumping, mogul skiing, aerial skiing and sports involving vehicles moving over snow or ice, sailing more than 20 nautical miles from the shore (as a crew member), bungee jumping, jumping, trekking above 5,500 meters above sea level and other sports that we list in Appendix No. 1 of the GTC;

- 30. **air sports** – gliding, hot air ballooning, parachuting, hang gliding, paragliding, powered hang gliding and any of their varieties. We also consider air sports to be any sport that involves traveling through airspace;
- 31. **sports equipment** – equipment that is necessary for recreational sport practice;
- 32. **state of intoxication** – condition where the blood alcohol concentration exceeds 0.5 per mil or causes that the blood alcohol concentration is going to exceed this value. The state of intoxication is also considered a condition where the alcohol content in one dm<sup>3</sup> of exhaled air exceeds 0.25 mg or causes that the alcohol content in one dm<sup>3</sup> of exhaled air is going to exceed this value;
- 33. **personal injury** – injury involving death, bodily injury or health disorder;
- 34. **property damage** – damage consisting in damage to, destruction or loss of property;
- 35. **World** – all countries of the world, excluding Poland and the country of permanent residence and Belarus;
- 36. **permanent health detriment** – a permanent bodily injury that results from an accident covered by insurance. We consider the permanent bodily injury to be a permanent loss of the structure or function of an organ or limb. We determine this loss on the basis of the table in force on the date of the insurance contract, which is an appendix to the Regulation of the Minister of Labor and Social Policy of December 18, 2002 on the specific rules for the assessment of permanent or long-term health detriment, procedure for the determination of such detriment and procedure for the payment of a one-off benefit.



The table referred to in the definition of the permanent bodily injury is available at:

[www.tueuropa.pl](http://www.tueuropa.pl).

- 37. **policyholder** – a person or entity who concludes the insurance contract with us under the GTC and must pay a premium. The policyholder is a natural or legal person or an organizational unit which does not have legal personality and:
  - 1) has a place of permanent residence or registered office of the organizational unit covered by the insurance contract in the territory of the Republic of Poland, or
  - 2) has a place of residence or registered office of the organizational unit covered by the insurance contract outside the territory of the Republic of Poland, if the insurance contract related to the travel is concluded for a period not longer than 4 months;
  - 3) has capacity to perform acts in law.
- 38. **insured** – that is you. We insure you under the GTC;



**Example:** If a policyholder buys insurance for themselves, then such a person is both the policyholder (a party to the contract) and the insured (a person covered by insurance). If the policyholder buys a policy for another person, such as policyholder's child or friend, then they are the insured.

- 39. **beneficiary** – a person you designate to us to receive the insurance benefit payment in the event of your death. If you do not designate any beneficiary or the designated beneficiary dies before you or loses the right to the payment, your family members are entitled to the payment - in order of priority:
  - 1) husband or wife – in full,
  - 2) children – in equal shares,
  - 3) parents – in equal shares,
  - 4) siblings – in equal shares,
  - 5) your other statutory heirs;
- 40. **professional sport practice** – includes sports practice as a profession, regular participation in practice and competitions, sports events, conditioning and training camps as part of the recreational sport practice and winter sport practice; this category does not include competitive extreme sport practice;
- 41. **performance of hazardous physical work** – activities and actions in the form of employment or gainful employment and nonprofit activities:
  - 1) involving dangerous tools, such as hammer drills, power saws, jackhammers, power grinders and chainsaws, machine tools, cranes and working machinery, road machinery,
  - 2) involving use of paints, varnishes, liquid fuels and solvents, technical and combustion gases, hot technical oils or technical fluids,
  - 3) activities take place at height,
  - 4) activities take place underground,
  - 5) activities take place underwater;
- 42. **riots** – spontaneous, unorganized, usually accompanied by acts of physical violence, demonstration of a specific social group, triggered by a sense of dissatisfaction with the existing political, economic or social situation, against the structures that exercise, under the existing law, power;
- 43. **fortuitous event** – fire, torrential rain, flood, lightning strike, hurricane, land slide, explosion, aircraft crash, flooding, hail, frost;
- 44. **insurance event** – an event that occurs during the insurance period and results in the right to make a claim for payment of benefit due to:
  - 1) sudden illness or accident, as defined in § 14-17 of the GTC in the insurance of medical, rescue and transport expenses and travel assistance,

- 2) accident, as defined in § 21 of the GTC,
- 3) loss, destruction of or damage to travel luggage, as defined in § 25 of the GTC,
- 4) delayed delivery of travel luggage under the conditions specified in § 29 of the GTC,
- 5) causing personal injury or property damage under third party liability insurance, under the conditions specified in § 32 of the GTC,
- 6) loss, destruction of or damage to sports equipment, as defined in § 36 of the GTC,
- 7) inability to use the rented sports equipment, under the conditions specified in § 40 of the GTC,
- 8) inability to use the ski pass, under the conditions specified in § 42 of the GTC,
- 9) ski slope closure, in the situations specified in § 44 of the GTC,
- 10) an accident that occurred during the travel, resulting in the need to continue treatment in Poland, as defined in § 46 of the GTC.

## § 2 Preliminary provisions – general information about the insurance

1. The policyholder chooses the territorial scope of insurance: **Europe and Mediterranean countries or the World**.
2. The insurance contract can be concluded for:
  - 1) one travel for a period from 1 day to 1 year,
  - 2) multiple travels in the form of **long-term Travel World** insurance, where the insurance period can last: **90 days, 180 days or 365 days**.


The coverage includes all travels in the particular insurance period, but one travel may not be longer than 45 days.




**Example:** You buy long-term Travel World insurance with a 365-day option. You plan several foreign travels during the insurance period. Keep in mind that if you leave for, say, 6 months and do not plan returns, the coverage ends after 45 days of travel.

3. The insurance contract may include one of the four options in Table No. 1. The selected option can be extended for an additional fee with additional insurance included in Table No. 2. The long-term Travel World insurance may not be extended with additional insurance included in Table No. 2.

 **Table No. 1** – Travel World insurance (coverage)










Insurance coverage – what does our insurance cover?	Sum insured per person – up to what amount we will pay the insurance benefit			
	Standard option	Standard Plus option	VIP option	The Best option
 Insurance of medical, rescue and transport expenses (KL)	up to EUR 30,000	up to EUR 50,000	up to EUR 150,000	up to EUR 500,000 and transport (KL)
Costs of hospital stay	up to the amount of the sum insured under the KL policy			
Costs of outpatient treatment in countries other than the USA, Canada, Japan and Australia	up to the amount of the sum insured under the KL policy			
Costs of outpatient treatment in the USA, Canada, Japan and Australia	up to EUR 2,000	up to EUR 2,000	up to the amount of the sum insured under the KL policy	up to the amount of the sum insured under the KL policy
Rescue expenses	up to the amount of the sum insured under the KL policy			
Costs of preterm labor	up to the amount of the sum insured under the KL policy			
Costs of dental treatment	up to EUR 300			
Costs of repairing or purchasing eyeglasses, dental prostheses and aids	up to EUR 250			
Decompression chamber after diving to a depth of 18 m	×	×	up to the amount of the sum insured under the KL policy	up to the amount of the sum insured under the KL policy
Decompression chamber after diving to a depth of more than 18 m	×	×	upon payment of an additional premium for extreme sport practice	upon payment of an additional premium for extreme sport practice
Transport expenses from the accident site or accommodation to an outpatient clinic or hospital	up to the amount of the sum insured under the KL policy			
Transport expenses between medical facilities	up to the amount of the sum insured under the KL policy			

Insurance coverage – what does our insurance cover?	Sum insured per person – up to what amount we will pay the insurance benefit			
	Standard option	Standard Plus option	VIP option	The Best option
Transport expenses to the accommodation during the travel	up to the amount of the sum insured under the KL policy			
Return transportation expenses to Poland or a medical facility in Poland or to the country of permanent residence	up to the amount of the sum insured under the KL policy		up to EUR 150,000, regardless of the sum insured under KL	up to EUR 500,000, regardless of the sum insured under KL
Transport expenses of the body to the place of burial in Poland or the country of permanent residence or burial at the place of travel	up to the amount of the sum insured under the KL policy		up to EUR 150,000, regardless of the sum insured under KL	up to EUR 500,000, regardless of the sum insured under KL



 <b>Travel assistance insurance</b>				
24-h operation of the Emergency Call Center	✓			
Organization of medical care	up to the amount of the sum insured under the KL policy			
Guaranteeing coverage of outpatient treatment or hospital stay costs	up to the amount of the sum insured under the KL policy			
Coverage extension in emergencies	up to 5 days			
Travel expenses of the accompanying person	up to EUR 1,000			
Costs of accommodation and meals for the accompanying person	7 days, up to EUR 100 per day			
Costs of accommodation, meals and return transport to Poland or the country of residence in case of compulsory quarantine or isolation related to Covid-19, recommended and organized by the medical services of the country of travel	X	X	up to EUR 2,000	up to EUR 2,000
Costs of a visit of the person called to accompany	up to EUR 2,000			
Delivery of any required medications	✓			
Additional costs of accommodation and meals abroad for convalescence purposes	7 days, up to EUR 100 per day			
Transport expenses to continue the travel after the end of treatment	up to EUR 500			
Costs of a substitute driver	X	X	up to EUR 500	up to EUR 500
Acting as an intermediary in the submission of bail	X	X	✓	✓
Transport expenses for underage children	X	X	up to EUR 2,500	up to EUR 2,000
Travel interruption costs	X	X	up to EUR 1,200	up to EUR 1,200
Transport expenses for close relatives	X	X	X	up to EUR 2,500
Costs associated with flight delay of more than 5 hours	X	X	X	up to EUR 200

<b>Accident insurance – health detriment benefit</b>	up to EUR 3,000	up to EUR 3,000	up to EUR 7,000	up to EUR 15,000
 <b>Accident insurance – death benefit</b>	up to EUR 1,800	up to EUR 1,800	up to EUR 4,200	up to EUR 9,000
 <b>Travel luggage insurance</b>	up to EUR 300	up to EUR 300	up to EUR 500	up to EUR 1,500
 <b>Insurance of the delayed delivery of luggage</b>	X	X	up to EUR 150	up to EUR 150
<b>Third party liability insurance – personal injury</b>	X	up to EUR 50,000	up to EUR 75,000	up to EUR 200,000



	<b>Third party liability insurance – property damage</b>	X	up to EUR 10,000	up to EUR 15,000	up to EUR 40,000
	<b>Treatment in Poland after a travel accident</b>	X	X	up to EUR 10,000	up to EUR 10,000
	<b>Sport Package</b>	X	X	✓	✓
	Insurance of sports equipment	X	X	up to <b>EUR 1,000</b>	up to <b>EUR 1,000</b>
	Insurance of sports equipment rental costs	X	X	<b>EUR 25</b> per day / person max 10 days	<b>EUR 25</b> per day / person max 10 days
	Insurance of ski pass costs	X	X	up to <b>EUR 300</b>	up to <b>EUR 300</b>
	Insurance in case of ski slope closures	X	X	<b>EUR 25</b> per day / person max 10 days	<b>EUR 25</b> per day / person max 10 days
	<b>Chronic disease consequences</b> (with regard to insurance of medical, rescue and transport expenses, travel assistance)	✓	✓	✓	✓
		up to the sum insured for the particular insurance			
	<b>Mental illness consequences</b> (with regard to insurance of medical, rescue and transport expenses, travel assistance)	✓	✓	✓	✓
		up to the sum insured for the particular insurance			
	<b>Coverage for persons under the influence of alcohol</b> (with regard to insurance of medical, rescue and transport expenses, travel assistance, accidents, treatment in Poland after a travel accident)	✓	✓	✓	✓
		up to the sum insured for the particular insurance			
	<b>Contracting Covid-19</b> (with regard to insurance of medical, rescue and transport expenses, travel assistance)	✓	✓	✓	✓
		up to the sum insured for the particular insurance			
	<b>Recreational sport practice</b> (with regard to insurance of medical, rescue and transport expenses, travel assistance, accidents, third party liability and treatment in Poland after a travel accident)	✓	✓	✓	✓
		up to the sum insured for the particular insurance			
	<b>Recreational winter sport practice (skiing, snowboarding)</b> (with regard to insurance of medical, rescue and transport expenses, travel assistance, accidents, third party liability and treatment in Poland after a travel accident)	X	X	✓	✓
		up to the sum insured for the particular insurance			

 **Table No. 2** - Insurance requiring **additional payment** (coverage).

	Standard option	Standard Plus option	VIP option	The Best option
				
<b>Extreme sport practice</b> (with regard to insurance of medical, rescue and transport expenses, travel assistance, accidents, third party liability and treatment in Poland after a travel accident)				
			up to the sum insured for the particular insurance	
	X	X		
<b>Competitive sport practice</b> (with regard to insurance of medical, rescue and transport expenses, travel assistance, accidents, third party liability and treatment in Poland after a travel accident)	X	X		

a travel accident)

### Performance of hazardous physical work



(with regard to insurance of medical, rescue and transport expenses, travel assistance, accident insurance, treatment in Poland after a travel accident)

up to the sum insured for the particular insurance

4. The insurance contract can be concluded by means of remote communication.



This means that you can buy this insurance remotely, without leaving home.

### § 3 Insurance contract – when and with whom concluded?

1. We conclude the insurance contract with the policyholder at the policyholder's request.
2. We deem the insurance contract concluded when the policyholder accepts our offer.
3. Where the policyholder concludes the insurance contract for the benefit of another person or persons, the policyholder is required to deliver the GTC to that person or those persons prior to the conclusion of the insurance contract.

### § 4 Insurance premium – what does it depend on and when should it be paid?

1. The insurance premium is paid by the policyholder.
2. We determine the amount of the insurance premium after we have received the following information: territorial scope of insurance, insurance option, date of start and end of the travel, number and age of all the insured.
3. The premium must be paid at the conclusion of the insurance contract, unless the parties agree otherwise.
4. We determine the premium in euro and charge it in Polish zloty based on the average exchange rate of the National Bank of Poland (NBP) in effect at the end of the day preceding the date of the insurance contract.
5. If the policyholder pays the premium:
  - 1) in cash, the day the premium is paid shall be the day of receipt of the payment by our representative,
  - 2) by wire transfer, the day the premium is paid shall be the day the payer's bank account is debited,
  - 3) with a payment card, the day the premium is paid shall be the day when the policyholder's bank authorizes the payment.
6. We apply premium discounts for children and teenagers up to 25 years of age, organized groups (at least 10 people), families with children (up to 18 years of age), for the purchase of other TU Europa insurance, and discounts as part of promotional campaigns we organize.

### § 5 Insurance and coverage period – how long does it last?



The insurance period is indicated in the policy.

1. The insurance period is indicated in the insurance contract.
2. Coverage, subject to sections 3-5, begins from the start date of the insurance period, but not earlier than the time we receive the insurance premium, unless we agree otherwise.
3. Insurance coverage:
  - 1) medical, rescue and transport expenses,
  - 2) travel assistance,
  - 3) third part liability,
  - 4) delayed delivery of travel luggage,
  - 5) treatment in Poland after a travel accident
  - 6) ski pass costs and sports equipment rental costs (Sport Package),begins when you cross the Polish border or the border of the country of permanent residence upon departure, and ends when you cross it back when you return from the travel. However, the coverage does not last beyond midnight of the last day of the insurance period which we indicate in the policy.



**Example:** You have a policy purchased for the period from January 10 to 17. On January 10, you leave home at noon, but do not cross the Polish border until 2:05 pm. The coverage begins on January 10 at 2:05 pm. On January 17 you return to Poland and cross the border at 4:51 pm. The coverage ends on January 17 at 4:51 pm.

4. Insurance coverage:

- 1) accidents,

- 2) travel luggage,
- 3) sports equipment (Sport Package),  
begins when you leave your home located in Poland or your country of permanent residence upon departure, and ends when you return to that home from your travel, but no later than midnight on the last day of the insurance period.
5. Coverage under insurance in case of ski slope closures (Sport Package) begins no earlier than on the start date of the travel and falls between December 15 and March 30. Coverage ends at midnight of the last day of the insurance period which we indicate in the policy.
6. If the insurance contract is concluded when you are already outside Poland or your country of permanent residence, the coverage begins on the 3rd day after we have concluded the contract and received the premium (grace period). The premium covers only the period during which we provide coverage.



**Example:** If you are outside Poland on January 10, and buy insurance for yourself on the same day, the coverage will begin on January 13.

7. In long-term Travel World insurance, the coverage period for one travel lasts no longer than 45 days. For travels exceeding 45 days, our coverage ends no later than midnight on the 45th day of travel.



**Example:** You have a policy purchased for the period from March 1 to May 29 (90 days). You leave home on March 10, and the coverage begins after you cross the Polish border upon departure. You are scheduled to return to Poland on May 10. Remember that the coverage for one travel lasts no longer than 45 days. In that case, the coverage ends earlier than on May 10, i.e., April 23 at midnight.

8. Our coverage expires immediately when one or more of the following events occur:
  - 1) the sum insured gets exhausted,
  - 2) the policyholder withdraws from the insurance contract,
  - 3) your death occurs (coverage then expires only for the insured who died),
  - 4) the insurance period specified in the insurance contract ends,
  - 5) an unexpected war or act of terrorism occurs – see § 8 section 2 for details regarding this point.



Remember that in the situations described in section 8 points 1) – 3) and 5) the insurance ends earlier than on the date indicated in the policy.

## § 6 Sum insured – what is it and how does it work?

1. The sum insured is the maximum amount we can pay under the insurance per person.
2. The sum insured is fixed and does not change during the insurance period. However, with every event when we pay the insurance money, the sum insured gets gradually exhausted.



If something happens to you and we pay the money, then, for the next claim under the same insurance, we reduce the sum insured by such payments.



**Example:** You have a policy with a sum insured of EUR 50,000. We have already paid EUR 5,000 for the first claim, so we will pay a maximum of EUR 45,000 (EUR 50,000 minus EUR 5,000) on the next claim you report under this insurance.

3. In accident insurance, the maximum sum insured is paid in the case of a 100% health detriment. In the case of partial detriment, we pay such percentage of the sum insured as you suffer permanent health detriment. In the event of your death caused by an accident, we pay an insurance benefit of 60% of the sum insured.
4. The sums insured and other limits of our liability are presented in Table No. 1.

## § 7 Responsibilities of the policyholder and insured

1. During the term of the contract, the policyholder is obligated to notify us of all changes in circumstances that we asked the policyholder about in the offer (application) form or other letters before we entered into the contract with the policyholder. But if you know that the policyholder has concluded insurance for you, it is also your responsibility to notify us of all changes that affect the insurance. The policyholder or you should notify us of the changes as soon as you become aware of them.
2. When you or the policyholder fail to comply with any of your responsibilities set forth in this paragraph, we will deny the claim insofar as it affected the occurrence, course or extent of the loss. If the violation of these responsibilities occurred through willful misconduct, in case of doubt, we assume that the insurance event and its consequences are the result of these circumstances.

## § 8 Exclusions of liability common to all insurances – in what situations we are not liable?

1. We are not liable if the particular event occurred as a result of or in connection with a nuclear explosion, radioactive radiation, war,

acts of war, unrests, riots, martial law, acts of terrorism, sabotage, or in relation to these events, subject to section 2.

2. **Unexpected war or act of terrorism clause:** We are not liable if you are unexpectedly affected by acts of terrorism, civil war or war events. For the latter, however, you must leave the zone of these acts. We are not liable if:
  - 1) you travel to a country where acts of war are already underway,
  - 2) you take an active part in war, acts of terrorism or civil war,
  - 3) you work as a war correspondent during these events.
3. We are not liable if the particular event arises directly because:
  - 1) you are under the influence of intoxicants or psychotropic substances or substitute drugs, within the meaning of the regulations on prevention of drug addiction, or you are under the influence of medications or other substances that diminish consciousness, unless the ingestion of such substances was due to medical reasons and was instructed by a physician,
  - 2) you, intentionally or through gross negligence, caused the damage (unless the payment in the given circumstances is in line with the fairness considerations),
  - 3) you take part in illegal strikes,
  - 4) you fail to observe physician's instructions or undergo medical treatments without medical supervision or supervision of authorized persons. The exception is when someone gives you first aid after an accident,
  - 5) you attempt to commit or commit a crime,
  - 6) you attempt to commit suicide, commit suicide, intentionally harm yourself, or your body is injured at your request,
  - 7) you drive a motor vehicle without the required license or in state of intoxication,
  - 8) you take part in a flight – not operated by licensed airlines – as a pilot, crew member or passenger of the aircraft,
  - 9) You suffer from alcoholism or are addicted to psychoactive substances – psychoactive substance addiction is understood as mental disorders and disorders due to use of psychoactive substances (F10-F19) as classified in the ICD-10 International Statistical Classification of Diseases and Health Problems.



Although alcoholism and psychoactive substance addiction are classified in the ICD-10 International Statistical Classification of Diseases and Health Problems as mental disorders and disorders due to use of psychoactive substances, we are not liable for damage that arise therefrom.

4. We are not liable if the particular event occurred as a result of pandemics and epidemics of infectious diseases other than Covid-19.

## § 9 How and when to report a claim?



After reading this paragraph, you will know how to act when something happens. You will learn what to do so that we can provide you with assistance or pay your insurance money.

1. If:
  - 1) you suddenly fall ill, suffer an accident, or there is an event under the insurance of treatment in Poland after a travel accident – as soon as possible, but no later than 72 hours after the event, call the Emergency Call Center,
  - 2) an event occurs under the travel luggage insurance, insurance of delayed delivery of travel luggage, third party liability insurance, Sport Package – no later than 7 days after the event, notify the Emergency Call Center: by email, telephone or in writing, provide the information required so that we can assist you or pay your insurance money. Follow the recommendations of the Emergency Call Center and try to enable them to perform the actions that are necessary to determine the circumstances of the event.



If you suddenly fall ill or suffer an accident, contact the Emergency Call Center right away. If, for reasons beyond your control, you cannot immediately report the claim, do so as soon as possible. Be sure to collect documentation, such as original receipts and invoices, so that we can refund costs to you based on them. The number of the Emergency Call Center is provided in the policy.

2. When you or another person report a claim, you should provide us with the documents we ask for in connection with the case – if you have them or can legally obtain them. These documents are necessary so that we can process your claim and decide whether to provide assistance or pay the insurance money.
3. If we do not receive all documents, the person reporting the claim should provide us with information about:
  - 1) place and date of the event,
  - 2) name and address of the authority or institution where other documents are or may be located.
4. We may request performance of additional tests to confirm that the insurance covers the particular event. In such a situation, we pay for the tests.
5. If the person reporting the claim has given us untrue or incomplete information, we may decide that this is the basis for refusal to pay the insurance money if it affects the determination of the circumstances of the insurance event and our liability.

## § 10 How do we provide assistance and pay insurance money? – general information

1. The claim may be reported by you or another person. Once the claim report is accepted, we conduct an investigation to determine exactly what occurred, whether the insurance covers the event, what assistance is needed and whether we will pay the insurance money. In addition, we inform the person reporting the claim what documents we need. Such information is provided in writing or in another manner to which that person has agreed.
2. We pay the insurance money within 30 days after we have received the report of the event occurrence. If we do not pay the money by this date, we notify the person reporting the claim of the reasons.
3. If we are in doubt as to whether it is appropriate to pay all or part of the benefit, we will only pay the undisputed part of the benefit until we clarify all the circumstances. We will do this up to 30 days from the date we receive your report.
4. If we determine that you are entitled to a limited scope of our assistance or smaller payment under the insurance in a particular situation, we will inform the person reporting the claim. We also indicate the circumstances and legal basis that justify our position.
5. We may refuse to pay the insurance money or withhold the payment if we do not receive all the documents we need for payment.
6. We pay the insurance money in Polish zlotys – it is the equivalent of the amounts in other currencies, which is calculated on the basis of the average exchange rate of the National Bank of Poland as of the date of our decision to pay.
7. You have an obligation to assist us in the investigation of claims for damages against those responsible for the damage – and provide us with the necessary information and documents.



In case the damage was caused by a third party (a stranger with whom you will be in contact during the travel), you are obligated to provide us with information about the perpetrator of the event or the persons who are responsible for it, if you have such information.

8. If you waive any rights you have against third parties for damage caused and you do so without our consent, we may refuse to pay all or part of your insurance money. We may also request a refund of the money paid.



**Example:** On the slope, another skier crashed into you and you broke your leg as a result. However, you signed a statement that you were releasing the perpetrator of the accident from the cost of your treatment. In this case, we have the right to refuse to pay the costs of treating your broken leg abroad, since you deprived us of the opportunity to recover funds from the perpetrator of the accident.

## § 11 Complaints – how to file them?

1. You, the policyholder, the beneficiary and the heir with a legal interest related to determining liability or fulfilling the benefit under the insurance contract, have the right to file complaints about the services we provide. You can file them:
  - 1) electronically – using the application at [www.tueuropa.pl](http://www.tueuropa.pl),
  - 2) by phone – calling: +48 71 36 92 887,
  - 3) in person – verbally or in writing using the complaint form available at [www.tueuropa.pl](http://www.tueuropa.pl), at our head office or at any regional office,
  - 4) by mail – to the address of our head office.
2. Our contact details are available at [www.tueuropa.pl](http://www.tueuropa.pl).
3. If we do not accept the claim from you, the policyholder, the beneficiary or the heir referred to section 1 under the complaint procedure or do not perform the actions resulting from a successful complaint within the specified time limit, you have the right to apply to the Financial Ombudsman to:
  - 1) review the case, or
  - 2) conduct the so-called out-of-court dispute resolution proceedings between a customer and a financial market entity. Details are available at: <http://www.rf.gov.pl>.
4. If:
  - 1) the insurance contract was concluded electronically,
  - 2) you, the policyholder or the beneficiary are consumers,
  - 3) you live in the European Union, Norway, Iceland, Liechtenstein,you can file a complaint to the entity authorized to conduct out-of-court consumer dispute resolution proceedings through the European Online Dispute Resolution (ODR) platform. The platform is available at: <http://ec.europa.eu/consumers/odr/>.
5. If you, the policyholder, the beneficiary or the heir referred to in section 1, are consumers, you can also use the assistance of the Municipal and County Consumer Ombudsmen.
6. We are subject to the supervision of the Polish Financial Supervision Authority.
7. Complaints will be processed as soon as possible, but no later than 30 days following their receipt. The date of response is deemed to be the date it was sent.
8. If, in particularly complex cases, we cannot respond to a complaint within 30 days, we will inform you about:
  - 1) reasons for the delay,
  - 2) circumstances we still need to know in order to consider the case,
  - 3) new time limit for our response. Such a time limit cannot be more than 60 days after receipt of the complaint.
9. We respond to the complaint in hard copy or by means of another durable information carrier. We respond electronically to the



complaint only at the request of the person who filed the complaint.

## § 12 Withdrawal from insurance contract – when can you withdraw from insurance?

1. If the policyholder concluded the insurance contract with us for more than 6 months, the policyholder has the right to withdraw from the contract within:
  - 1) 30 days from its conclusion – if the policyholder is a natural person and the contract is not related to its business or professional activity,
  - 2) 7 days from its conclusion – if the policyholder is an entrepreneur.
2. If the policyholder concluded the insurance contract with us by means of distance communication, the policyholder may withdraw from the contract within 30 days after we have informed it that the contract was concluded. No withdrawal from the contract is possible if the policyholder concluded the contract with us for less than 30 days.



If the policyholder purchased a policy through our website or through helpline, we treat the contract as having been concluded by means of distance communication.


3. The policyholder must pay the premium for the time when we provide coverage – even if the policyholder withdraws from the contract.

## Chapter II. Insurance of medical, rescue and transport expenses

### § 13 Subject of the insurance of medical, rescue and transport expenses – what does our insurance cover?

1. The insurance covers:
  - 1) medical expenses,
  - 2) costs of search and rescue,
  - 3) services and transport expenses.

### § 14 Medical expenses insurance coverage – in what situations we are liable?

1. We will pay the insurance money if you incur reasonable expenses when you suddenly fall ill or suffer an accident during your travel. Most often, we make settlements on a non-cash basis and pay the money directly to the medical facility that will provide the assistance. These expenses must be documented and relate to:
  - 1) necessary treatment ordered by a physician (examinations, procedures, surgeries, hospital stay, subject to § 18 section 6 point 20),  
 We do not reimburse the costs of treatment and stay in nursing homes, hospices, psychiatric hospitals and inpatient psychiatric wards, addiction treatment centers, sanatoriums and spas, preventoria, rehabilitation centers and inpatient rehabilitation wards, including when the treatment or stay is due to mental illness.
  - 2) outpatient treatment including: examinations and medical care, analyses, procedures, medical consultations, travel of the physician to the place where you are, purchase of necessary medications, dressing materials and crutches,
  - 3) medical consultations,
  - 4) costs of preterm labor that occurred no later than in the 32nd week of pregnancy (31st week + 6 days), the costs of medical care for the mother and the newborn,
  - 5) dental treatment – only if there is a sudden inflammation or you need medical attention after an injury you sustained as a result of an accident. The insurance covers only provisional filling of the tooth – we do not pay for subsequent canal filling or dental crown reconstruction,
  - 6) decompression chamber:
    - a) in a situation where the need for it is medically justified and arises as a result of diving to a depth of 18 m – in the **VIP** and **The Best** options,
    - b) in a situation where the need for it is medically justified and arises as a result of diving to a depth of more than 18 m – in the **VIP** and **The Best** options, and provided that the insurance coverage is extended to include extreme sport practice.
2. If the total hospitalization costs were refunded based on your valid European Health Insurance Card and the hospitalization period was not shorter than 3 days, we will pay you a daily hospital benefit of PLN 200 for each day of hospital stay, up to 30 days.

### § 15 Rescue expenses insurance coverage – in what situations we are liable?

1. We will cover the costs of rescue or search operation. The operation must be carried out by dedicated emergency services to save your life or health – when you suddenly fall ill or suffer an accident. You must document these expenses.
2. We consider the search time to be the period of time from the report of your disappearance to the time you are found or the search operation is stopped.
3. We consider the rescue to be the provision of emergency medical assistance you receive from the time you are found until you are transported to the nearest hospital.

## § 16 Transport expenses insurance coverage – in what situations we are liable?

1. If you suddenly fall ill or suffer an accident while traveling, we will cover the costs of your transportation:
  - 1) **from the accident site or accommodation to an outpatient clinic or hospital.** The Emergency Call Center selects the hospital, reserves a place and arranges transportation to the hospital if your condition so requires,
  - 2) **between medical facilities** – if the medical facility where you are staying does not provide medical care necessary for your condition. This transportation is carried out on the basis of the documented instruction by the attending physician,
  - 3) **to your accommodation while traveling** – when you receive medical assistance. Medical transportation is provided if the attending physician so recommends. We cover the costs of medical transportation up to the sum insured for medical expenses. We cover non-medical transport expenses up to **EUR 300**,
  - 4) **to return to Poland or a medical facility in Poland or to the country of permanent residence.** This transport is provided if – due to your health condition – you are unable to use the previously scheduled means of transportation. The decision about the transport is made by the physician in the Emergency Call Center and the attending physician. The transport takes place only after you receive assistance that will enable you to return to Poland or your country of permanent residence, and is carried out by a means of transportation that is appropriate to your health condition. If the attending physician considers transport to Poland or the country of your permanent residence possible, and you do not agree to it, you will not receive further benefits. We cover the return transport expenses to a country of permanent residence other than Poland up to the amount of costs we would incur if you were transported to Poland.
  - 5) **of the body to the place of burial in Poland or the country of permanent residence or burial at the place of travel.** This transport is carried out in the event that death occurs during the travel. We cover the transport expenses to ship the body to the place of burial in Poland or the country of permanent residence or costs of burial at the place of travel. We cover the costs of shipping the body to the place of burial in the country of permanent residence or the costs of burial at the place of travel up to the amount of the costs of shipping the body to Poland that we would have incurred if we had outsourced the transport to a Polish company dealing with shipping bodies from abroad. We also cover the costs of a transport coffin (up to **EUR 1,500**, if local transport regulations so require) or urn, cremation, sanitary costs (refrigeration, embalming), administrative costs (consular costs, permits).
2. If return transportation to Poland or your country of permanent residence is not possible due to medical contraindications, we cover the costs of your hospital stay. We do this until your health condition allows transportation – even if the period of our coverage is exceeded. We will not cover only the costs that exceed the sum insured.

## Chapter III. Travel assistance insurance

### § 17 Subject and coverage of the travel assistance insurance – what do we insure, what assistance do we provide and what do we pay insurance money for?




Once you have purchased a policy, you can also take advantage of travel assistance which is a service that will provide you with help if you suddenly fall ill or suffer an accident. This paragraph discusses the scope of our assistance.

1. Our insurance covers services and travel assistance expenses.
2. We cover the costs of the following services up to the sums insured (as listed in the policy) or up to other limits (as listed in the GTC, see Table No. 3 below).
3. Under the travel assistance insurance, we provide insurance benefits as listed in the table below:

**Table No. 3** – Travel assistance insurance (coverage)

Insurance benefits – what does our insurance cover?	Standard option	Standard Plus option	VIP option	The Best option
1) <b>24-h operation of the Emergency Call Center</b> , available to you 24 hours a day, seven days a week. The phone number is provided in the policy.	✓	✓	✓	✓
2) <b>We arrange medical assistance</b> – we refer you to a medical facility or make a medical appointment.	✓	✓	✓	✓
3) <b>We guarantee coverage for outpatient or inpatient treatment</b> – up to the sum insured. We also make settlements with the medical facility that treats you.	✓	✓	✓	✓

<p>4) <b>We extend emergency coverage for up to 5 days</b> – at no additional premium. We do this if your return from the travel is delayed due to: a breakdown, accident, cancellation, delay of a means of transport by land, water or air, or other fortuitous event. In such a case, you must contact the Emergency Call Center as soon as possible and be sure to document the event.</p> <p> <b>Example:</b> A fire broke out while you were in Greece, as a result of which your return flight was postponed and will take place 5 days later. Contact the Emergency Call Center in this case to extend the coverage.</p>	✓	✓	✓	✓
<p>5) <b>We arrange and cover the travel expenses of the accompanying person.</b> We do this if – due to your health condition – you require transport to Poland or your country of residence. We arrange and cover the additional transport expenses for one accompanying person to Poland, if such person is necessary to bring you home. We do this if such a recommendation is documented by the attending physician abroad or the Emergency Call Center.</p>	up to EUR 1,000			
<p>6) <b>We arrange and cover costs of accommodation and meals for the accompanying person.</b> We do this if the accompanying person is necessary to complete the formalities that involve the arrangement of your return, and to take care of you until your return or transport to Poland or your country of residence.</p>	up to 7 days, up to EUR 100 per day			
<p>7) <b>We arrange and cover the costs of accommodation, meals and return transportation to Poland or the country of permanent residence in the event of mandatory quarantine or isolation related to Covid-19, recommended and organized by the medical services of the destination country,</b> which prevents return to Poland or the country of permanent residence on the originally scheduled date.</p>	✓	✓	up to EUR 2,000	up to EUR 2,000
<p>8) <b>We arrange and cover costs of the visit of the person called to accompany.</b> We do this if you stay in the hospital for more than 7 days. We arrange and cover the round-trip transport expenses of one person called to accompany. The Emergency Call Center covers the costs of a train ticket or bus ticket or – if the journey by train or bus is longer than 12 hours – economy-class plane ticket. Additionally, we arrange and cover the costs of accommodation of the person called to accompany – up to 7 days and EUR 100 per day.</p>	up to EUR 2,000			
<p>9) <b>We arrange delivery of any required medications.</b> We do this if you lose them while traveling. We contact the physician treating you in Poland and then provide the medications or their replacements. We do not cover the costs of medical consultation, medications or their delivery. You reimburse us for these costs up to 14 days after your return from the travel.</p>	✓	✓	✓	✓
<p>10) <b>We arrange and cover the additional costs of your accommodation and meals abroad.</b> We do this: <b>a)</b> if transportation to Poland or to a place from where you can continue your travel does not take place immediately after the end of your hospital stay because the attending physician forbids it, <b>b)</b> if you cannot continue your travel because of a medically prescribed need for isolation related to the following infectious diseases: chickenpox, measles, mumps, rubella.</p>	up to 7 days, up to EUR 100 per day			
<p>11) <b>We arrange and cover transport expenses to continue travel after treatment.</b> We do this from the place of your stay in a hospital or outpatient clinic abroad to a place from where you can continue your onward travel.</p>	up to EUR 500			
<p>12) <b>We arrange and cover costs of a substitute driver.</b> We do this if you are traveling alone or your accompanying person does not have a driver's license or is otherwise unable to drive, and you suffer an accident or suddenly fall ill and your health condition prevents you from driving. The condition must be confirmed by a physician. The return travel is done via the shortest route. We do not cover the costs of fuel, highway tolls and parking fees.</p>	✗	✗	up to EUR 500	

<p>13) <b>We act as an intermediary in the submission of bail.</b> If you are detained during your travel in connection with events for which you are responsible, and payment of bail is required by the country's legislation in order to be released from custody, we will mediate the amount of bail set by the court in order to release you from custody. The bail will be paid by the Emergency Call Center, the person you designate will pay the amount in question to the Emergency Call Center's specified bank account. We do not mediate with regard to the bail in cases where it is clear from all the evidence that your detention or provisional detention is a result of your deliberate actions or is related to trading of intoxicants, drugs and alcohol or your involvement in political activities. We also do mediate with regard to the bail if the bail is required to secure customs or administrative duties.</p>	X	X	✓	
<p>14) <b>We arrange and cover transport expenses for underage children</b> – to their place of residence in Poland or to the place of residence of the person you appoint as a guardian in Poland. We do this if:</p> <p>a) you are traveling with underage children and  b) you do not have another adult with you,  c) you need to be treated in a hospital.</p> <p>In such a situation we cover the costs of a train ticket or bus ticket or – if the journey by train or bus is longer than 12 hours – economy-class plane ticket. The Emergency Call Center oversees the transportation of children. In order to use the assistance, you must agree to this service and designate a person to take over the care of the children after the transport. If obtaining your consent is not possible for objective reasons, we follow the consular procedures of the particular country.</p>	X	X	up to EUR 2,500	
<p>15) <b>We arrange and cover travel interruption costs.</b> We will arrange and cover costs of your return to Poland or your country of permanent residence if you do not use your original means of transportation and are forced to abruptly interrupt your travel in a situation where:</p> <p>a) your close relative suffers an accident or suddenly falls ill, thus requiring hospitalization. We are liable if the event takes place on the territory of Poland or the country of your permanent residence,  b) your close relative dies,  c) significant damage occurs to your property or to the premises where you carry on business activity in Poland, and the damage is caused by fire, natural disasters or results from a crime and requires legal and administrative actions for which the your presence is necessary.</p> <p>We cover the costs of a train ticket or bus ticket or – if the journey by train or bus is longer than 12 hours – economy-class plane ticket.</p>	X	X	up to EUR 1,200	
<p>16) <b>We arrange and cover transport expenses</b> for close relatives who are traveling with you, to the country of residence. We do it: <b>a)</b> in the event of your stay in hospital or death; <b>b)</b> in the event that you are unable to complete your return transportation on the originally scheduled date due to medically prescribed isolation associated with the following infectious diseases: chickenpox, measles, mumps, rubella. In such a situation we cover the costs of a train ticket or bus ticket or – if the journey by train or bus is longer than 12 hours – economy-class plane ticket, if you cannot use the originally intended means of transportation.</p>	X	X	X	up to EUR 2,500
<p>17) <b>We cover necessary and reasonable costs associated with flight delay.</b> If your scheduled flight is canceled or delayed by a professional air carrier by more than 5 hours, we will reimburse you, as a valid airline ticket holder – for expenses incurred for necessary toiletries, clothing and groceries that are not covered by the carrier. We do not reimburse for the costs if charter flights are canceled or delayed.</p>	X	X	X	up to EUR 200

4. We cover the cost of telephone calls to the Emergency Call Center that you incur in connection with events that we insure. You must document these costs.

## § 18 Exclusions of liability in the insurance of medical, rescue and transport expenses and travel assistance insurance – in what situations we are not liable?



After reading this paragraph, you will learn what situations are not covered by our insurance.

1. We are not liable in the situations we described in § 8.
2. We do not reimburse you for medical, rescue or transport expenses and travel assistance if you go against the decision of the Emergency Call Center or the attending physician abroad. This does not apply to situations (i.e., we provide coverage) when – due to your health condition – you have no possibility to contact the Emergency Call Center.
3. In addition, we are not liable if you:
  - 1) practice recreational winter sports, and you do not conclude the insurance contract in the **VIP** or **The Best** options,



If you are going to be an amateur skier or snowboarder, choose the **VIP** or **The Best** options which will provide coverage for you while practicing these sports. Keep in mind that the Standard and Standard Plus options do not provide coverage if you engage in recreational winter sport practice.

- 2) practice extreme sports or competitive sports – unless you extend coverage in this regard (this is only possible with either the **VIP** or **The Best** options),
- 3) perform hazardous physical work – unless you extend coverage in this regard.



If you want insurance to cover you while you are engaged in the activities listed above, select the appropriate option when purchasing insurance.

4. There will be no liability on our part if there are medical contraindications to start the travel. This also applies if there were indications of a surgical procedure or hospital stay before the travel – as long as they affected the event.
5. Our insurance does not cover compensation for suffered pain, physical suffering and moral suffering.
6. We do not reimburse costs for:
  - 1) preventive vaccinations – excluding preventive vaccination in an emergency case of tetanus and rabies,
  - 2) preventive dental treatment – excluding the cases requiring immediate, necessary medical care,
  - 3) continued treatment of illnesses occurring before covering with the insurance,
  - 4) treatment unrelated to the medical care provided in the event of sudden illness or accident,
  - 5) treatment that exceeds the scope of medical services necessary to restore your health to enable your transportation or return to Poland. The decision in this case is made by the physician in the Emergency Call Center and the attending physician.
  - 6) related to pregnancy and childbirth – after the 32nd week of pregnancy (31st week + 6 days),
  - 7) contraceptives or the termination of pregnancy – if it was not done to save life or health,
  - 8) plastic surgery and cosmetic procedures,
  - 9) treatment of sexually transmitted diseases, venereal diseases, AIDS, HIV,
  - 10) treatment, rescue, transport, travel assistance that are related to an infectious disease epidemic or pandemic other than Covid-19,
  - 11) repair and purchase of prostheses, including dental prostheses, eyeglasses, hearing aids and other rehabilitation equipment (except crutches), provided that their damage was not related to the accident,
  - 12) special nutrition or tonics and measures customarily used by you, vaccination, massage, baths, inhalation, exercise therapy and irradiation – even if any of these measures are instructed by the physician,
  - 13) other than standard hospital services, such as the use of television sets,
  - 14) treatment, hospital stay or accommodation – if, in the opinion of the Emergency Call Center's physician, you can postpone the start of treatment until you return to Poland or your country of permanent residence,
  - 15) examinations that are not needed to diagnose the disease, follow-up examinations and obtaining medical certificates,
  - 16) sanatorium treatment, therapy, prevention and physiotherapy,
  - 17) medications issued without written instruction issued by a physician,
  - 18) treatment by a physician being your family member, unless he/she is the physician indicated by the Emergency Call Center to provide treatment abroad,
  - 19) treatment and medications not recognized by conventional medicine,
  - 20) treatment and stay in nursing homes, hospices, psychiatric hospitals and inpatient psychiatric wards, addiction treatment centers, sanatoriums and spas, preventoria, rehabilitation centers and inpatient rehabilitation wards,
  - 21) treatment, rescue, transport or travel assistance – if needed, because you will not be vaccinated or undergo other preventive treatments required by the administrations of the countries to which you travel.
7. We do not reimburse costs related to flight delay if the delay occurred after your return to Poland or your country of permanent residence.

## § 19 Insurance of medical, rescue and transport expenses and travel assistance insurance – what to do so that we could provide assistance or pay the insurance money?

1. In addition to the responsibilities listed in § 9, in order to receive assistance or insurance money you are obligated to:
  - 1) as soon as possible, but no later than 72 h after the event, call the Emergency Call Center to report the occurrence of the event



- that we cover. If we are to refund costs, you are obligated to make sure we accept them – before you take actions on your own. If, for objective reasons, you are unable to do so, the report can be made by any person on your behalf,
- 2) provide the information needed so that we can provide assistance to you, or that the Emergency Call Center will ask for: first and last name, your location, your contact details,
  - 3) comply with the recommendations of the Emergency Call Center,
  - 4) allow our authorized physicians access to all medical information that relates to the particular event,
  - 5) allow the Emergency Call Center to perform the activities that are necessary for us to determine the circumstances of the damage, the reasonableness and the amount of the claim. You are also obligated to secure evidence and provide us with assistance and explanations for this purpose,
  - 6) secure the means of pursuing claims for damages against the persons responsible for damage.
2. If you or another person acting on your behalf do not have the opportunity to contact the Emergency Call Center due to a fortuitous event or Force Majeure, in this case you are obliged to do so as soon as possible – up to 5 days from the day when contact was made possible.

## § 20 Insurance of medical, rescue and transport expenses and travel assistance insurance – how do we provide assistance or pay the insurance money?

1. When the Emergency Call Center receives the event report and confirms that we cover it, it will assist you or pay the insurance money.
2. If we should refund the costs, we make settlements directly with the bill issuer, that is, in a non-cash form.



This means that you do not have to cover the costs of your treatment from your own funds – we will refund these costs directly to the medical facility.

3. However, if you cover the costs on your own, because the medical facility in question does not accept a non-cash settlement with us, we will make settlement with you – we will refund money to you.

## Chapter IV. Accident insurance (NNW)

### § 21 Subject and coverage of accident insurance – what does our insurance cover?

The insurance covers:

- 1) permanent health detriment,
- 2) death,

caused by an accident.

### § 22 Exclusions of liability in accident insurance – in what situations we are not liable?

1. We are not liable in the situations we described in § 8.
2. Events that are caused by processes inside the human body: cardiac infarction, hemorrhage, stroke, sudden cardiac arrest, intracerebral hemorrhage are not considered accidents.
3. Also, the accidents are not events which occur as a result of the fact that:
  - 1) you are improperly treated or procedures are improperly performed,
  - 2) you suffer an infection – unless you are infected with a pathogenic virus or bacteria as a result of an accident (in which case we are liable). If you become infected with tetanus or rabies, we are liable – regardless of how you contracted them,
  - 3) you get poisoned after ingesting either liquid or solid substances,
  - 4) you suffer an abdominal or inguinal hernia – unless caused by an accident (in which case we are liable),
  - 5) you suffer damage to intervertebral discs, bleeding from internal organs – unless caused by an accident (in which case we are liable),
  - 6) you suffer an attack of epilepsy, lose consciousness, which are triggered by a disease.
4. We do not consider permanent health detriment or death to be the accident consequences if they occurred following 24 months of the accident.
5. Our insurance does not cover compensation for suffered pain, physical suffering and moral suffering.
6. In addition, we are not liable if you:
  - 1) practice recreational winter sports, and you do not conclude the insurance contract in the **VIP** or **The Best** options,
  - 2) practice extreme sports or competitive sports – unless you extend coverage in this regard (this is only possible with either the **VIP** or **The Best** options),
  - 3) perform hazardous physical work – unless you extend coverage in this regard.

## § 23 Accident insurance – what to do so that we could pay the insurance money?



Below we have described step by step what you should do after an accident.

1. In addition to the responsibilities described in § 9:
  - 1) you should (in the case of permanent health detriment) or the beneficiary should (in the case of your death) as soon as possible, but no later than 72 h after the event, call the Emergency Call Center and report that the accident occurred,
  - 2) you or the beneficiary should apply for the insurance benefit: electronically (via our website), by phone or in writing to TU Europa S.A.,



We encourage you to apply through our website – this speeds up the claim processing time.

- 3) you are obligated to notify us of the completion of treatment and rehabilitation and attach medical records of their progress. Once your treatment is complete, we can refer you to a medical board appointed by us in Poland, which will determine the degree of permanent health detriment. You are obligated to submit all medical records to the medical board and undergo a medical examination. We cover the costs of physicians' fees, appearing at the medical board, including your travel to Poland. We will refund the costs of travel by means other than public transportation, if reasonable. You can appeal against the board's decision,
- 4) the beneficiary should attach:
  - a) medical records of your treatment and rehabilitation if the beneficiary has such documents or can obtain them by law,
  - b) abridged copy of the death certificate,
  - c) document confirming beneficiary's identity – if the beneficiary is designated by name. If there is no person designated by name, the family member who requests the insurance money payment should present a document that proves kinship or affinity with you.

## § 24 Accident insurance – how do we process the report and pay the insurance money?



This paragraph contains information about the method of determining the amount of the insurance benefit under accident insurance.

1. The legitimacy of accident insurance claims is established by us after it is determined that there is a causal relationship between the accident and your death or permanent health detriment.



**Example:** If you report a broken arm to us, we must confirm that it occurred as a result of an accident during your travel and during the period in which we were liable.

2. The physician we appoint determines the causal relationship and the degree of permanent health detriment based on the medical records we receive. We determine the percentage of permanent health detriment based on the table of health detriment standards, which is used in the adjudication of the consequences of accidents at work and on the way to work. The table is an Appendix to the Regulation of the Minister of Labor and Social Policy of 18 December 2002 (item 1974). The table is available at [www.tueuropa.pl](http://www.tueuropa.pl).
3. We determine the degree of permanent health detriment when you complete treatment.
4. If you receive money under the permanent health detriment insurance, and then your death occurs within 12 months of the accident as a result of the same event, the insurance payment to the beneficiary for your death is reduced by the amount we paid you previously.



**Example:** You have a policy with a sum insured of EUR 3,000 (in case of death we can pay a maximum of EUR 1,800). As a result of a permanent health detriment that occurred during the travel, we paid you compensation of EUR 1,000. Due to complications following this accident, you die. Then the beneficiary will receive EUR 800 from us (EUR 1,800 compensation due for your death minus EUR 1,000 compensation for permanent health detriment that we previously paid). However, if we paid you compensation for a permanent health detriment of EUR 2,500, and later death occurs, in such a case the beneficiary is no longer entitled to compensation.

5. If you die before we determine the degree of permanent health detriment and if the death is not causally related to the accident, we estimate how much insurance money we should pay to the beneficiary. We make a decision based on medical records and physicians' opinions.
6. If you die as a result of the accident, we determine whether and how much to pay under the insurance. We do this on the basis of:
  - 1) documents that are necessary for the purpose,
  - 2) death certificate and documents that indicate the cause of death,
  - 3) documents that establish the kinship or affinity of the beneficiaries, or other documents that show that the beneficiaries are your heirs,unless the beneficiary is a person that does not have such documents and cannot obtain them under the Polish law.
7. We pay the insurance money for death to the beneficiary.

## Chapter V. Travel luggage insurance

### § 25 Subject and coverage of the travel luggage insurance – what does our insurance cover?

1. The insurance covers your luggage.
2. We insure the following items of the travel luggage: clothing, footwear, eyeglasses, small electrical appliances: hair dryer, iron, curling iron, straightener, shaver, hair removal device, toothbrush, toiletries and cosmetics, baby strollers and wheelchairs, tents, sleeping bags, portable electronic equipment (mobile phone, computer, audio and video media, photographic and audio-video equipment including its accessories, which is under your direct care).
3. The insurance covers loss, destruction of or damage to travel luggage, including its components as a result:
  - 1) robbery,
  - 2) burglary,
  - 3) transport accident,
  - 4) accident or sudden illness as a result of which you lost your capacity to take care of the travel luggage and protect it,
  - 5) fire, hurricane, flood, lightning, explosion, torrential rain, avalanche, earthquake, aircraft crash and water discharge from water and sewer equipment,
  - 6) fault of a professional carrier that was entrusted with the luggage for transport in accordance with a waybill,
  - 7) fault of the luggage storage facility where the luggage was left against a receipt.



In luggage insurance, we do not cover suitcases or other luggage containers unless you lose your luggage irretrievably and do not recover it.

### § 26 Exclusions of liability in travel luggage insurance – in what situations we are not liable?

1. We are not liable in the situations we described in § 8.
2. We do not cover the following items:
  - 1) suitcases and other containers of travel luggage – unless there is a loss or total destruction of the luggage,
  - 2) furs,
  - 3) items which are used for trading, service provision or production,
  - 4) items not included in the list in § 25 section 2.
3. We are not liable for damage that:
  - 1) consists in damage to or theft of vehicle equipment,
  - 2) is caused during theft without burglary or using copied keys,
  - 3) consists in damage to, destruction or loss of things due to their use, spontaneous combustion, self-destruction, leakage or breakage,
  - 4) occurs in apparatuses, electrical and electronic equipment as a result of their defects or electrical current during their use; this exclusion does not apply when the electrical current caused a fire,
  - 5) is caused during confiscation, seizure or destruction by customs authorities or other authorities,
  - 6) is caused by animals or vermin,
  - 7) was not reported by you to the police or the carrier immediately when the damage was noticed,
  - 8) was already compensated once – by the carrier or luggage storage facility,
  - 9) occurred as a result of burglary from a tent.



If your luggage was stolen – remember to report this to the police.

### § 27 Travel luggage insurance – what to do to get the insurance money?

1. In addition to the responsibilities described in § 9, you are obligated to:
  - 1) as soon as possible, report the fact to the police, obtain confirmation of the report and a list of lost items. You are obliged to do so if you are a victim of the robbery, burglary or accident of a means of transportation,
  - 2) as soon as possible, report to the carrier any damage that occurred to the travel luggage entrusted to the carrier. You are obligated to obtain confirmation of the report,
  - 3) as soon as possible, report to the administration any damage to the place that occurred at your place of accommodation and obtain written confirmation of this fact,
  - 4) report the fact to the Emergency Call Center within 7 days of the event. If the damage is the fault of the carrier or luggage storage facility, you are additionally obligated to attach to the claim report form a written certificate from the carrier or luggage storage facility that contains at least the following information:
    - about the loss, destruction of or damage to travel luggage,
    - on possible compensation,
    - with information on whether the travel luggage was found,
  - 5) provide, at the request of the Emergency Call Center, a photograph of the damaged travel luggage.
2. If you recover your lost items, you are obligated to notify the Emergency Call Center right away and return the insurance money previously paid to you for the items.

## § 28 Travel luggage insurance – how do we process the report and pay the insurance money?

1. If the loss or total destruction of travel luggage occurs due to the events specified in § 25 section 3 (total loss), we will pay an amount corresponding to the actual value of the lost travel luggage, including the luggage container (suitcase, bag), not exceeding the sum insured for travel luggage. In this situation, we do not require the presentation of luggage receipts.
2. If the items in your travel luggage are damaged, we will pay the insurance money – in the amount of the repair costs. If the repair costs exceed the value of the item, we pay money at the actual value of the item. In this situation, we require the submission of receipts for repair.
3. The actual value of an item is the amount for which an item of the same use, standard and quality can be purchased, with the proviso that we do not take into account the following when determining the amount of compensation:
  - 1) commemorative, antique, collectible, historic, museum value, with the exception of works of art and collectibles,
  - 2) scientific or intellectual value or personal tastes,
  - 3) innovation, modernization or improvements,
  - 4) VAT when you deducted it in accordance with applicable laws.

## Chapter VI. Insurance of delayed delivery of travel luggage

### § 29 Subject and coverage of insurance of delayed delivery of travel luggage – what do we insure, what assistance do we provide and when do we pay insurance money?



You can use the insurance if the delivery of your luggage, which you handed over to the carrier on the basis of a waybill, is delayed.

1. The insurance covers costs associated with the delayed delivery of the travel luggage that you entrusted to the carrier on the basis of a waybill.
2. If your travel luggage is delivered at least 5 hours late, we will reimburse you for the purchase of necessary toiletries and clothing that you made starting from the 6th hour of waiting for your travel luggage.
3. If you receive money under the insurance of the delayed delivery of travel luggage and then a payment is due under the travel luggage insurance, we will pay you the amount less the amount paid previously.

### § 30 Exclusions of liability in the insurance of delayed delivery of travel luggage – in what situations we are not liable?

1. We are not liable in the situations we described in § 8.
2. We will not pay the insurance money if the delayed delivery of the travel luggage:
  - 1) results from detention of the travel luggage by the customs authorities or other state authorities,
  - 2) has occurred after your return to Poland or your country of permanent residence.
3. We are not liable for the costs you incur for the purchase of:
  - 1) perfumes,
  - 2) toiletries and clothes prior to the lapse of 5 hours.

### § 31 Insurance of delayed delivery of travel luggage – what to do to get the insurance money?

1. In addition to the responsibilities described in § 9, you are obligated to:
  - 1) report the delay of the travel luggage to the carrier and obtain documents from the carrier that confirm the delay of the travel luggage,
  - 2) report the fact to the Emergency Call Center within 7 days of the event.
2. We will reimburse you for the purchase of necessary toiletries and clothing on the basis of documents confirming your expenses, which you will provide to us.

## Chapter VII. Third party liability insurance

### § 32 Subject and coverage of third party liability insurance – what do we insure, what assistance do we provide and when do we pay insurance money?

1. The insurance covers third party liability, i.e., liability for personal injury and property damage caused by you in your private life (unrelated to your business activity) to others in tort.



The insurance protects you from financial consequences incurred due to inadvertently causing personal injury to another person or damage to their property, such as when you crash into another person on the slope and break their skis, they can claim reimbursement from you for the damaged equipment.

2. All damage that occurs as a result of the same accident or for the same cause, regardless of the number of aggrieved parties, are considered one accident and are assumed to have occurred at the time of the first damage.



If there are more than one damage as a result of one accident, and they came to light after some time – we will treat it as one damage.

### § 33 Exclusions of liability in third party liability insurance – in what situations we are not liable?



In this paragraph you will find information on what events are not covered by the third party liability insurance.

1. We are not liable in the situations we described in § 8.
2. We will not pay the insurance money if:
  - 1) claims are beyond the scope of the third party liability as defined in § 32 section 1,
  - 2) claims are based on a contract you concluded or specific promises,
  - 3) you cause the said damage to a close relative or a person for whom you are responsible,
  - 4) damage results from owning, driving, using or starting mechanical vehicles, aircraft and watercraft,
  - 5) claim arises or is asserted in connection with a violation of criminal law,
  - 6) you lose or damage property that belonged to you or to another person, if that person: entrusted, rented, borrowed, gave custody or control of the property to you or to persons for whom you are responsible,
  - 7) damage is in connection with your occupation, work abroad, or carrying out business activity that is intended to generate profit,
  - 8) damage was caused during hunting,
  - 9) claims arise from the fact that you infected another person with the disease,
  - 10) you cause damage to the environment,



**Example:** We are not liable if you throw away an unextinguished cigarette, thus causing a forest fire.

- 11) damage is caused by animals you own,
  - 12) damage results from you having and using guns of every kind and description,
  - 13) damage arises for which you are responsible, either because you contractually assume the third party liability or extend your own third party liability under the law,
  - 14) damage is caused to movable property used by you under an agreement for rental, tenancy, lease or lending for use or under another civil law agreement,
  - 15) damage arises because you are in a state of intoxication,
  - 16) damage is caused in relation to you performing hazardous physical work,
3. In addition, we are not liable if you:
    - 1) practice recreational winter sports, and you do not conclude the insurance contract in the **VIP** or **The Best** options,
    - 2) practice extreme sports or competitive sports – unless you extend coverage in this regard (this is only possible with either the **VIP** or **The Best** options).
  4. Our insurance does not cover claims of a criminal nature, for punitive damages, for compensation or for exemplary damages.
  5. We do not reimburse court costs, costs of legal representation, costs of social security contributions, taxes incurred by the aggrieved party in connection with the event.
  6. If there is damage to property, we reduce the insurance money payment by a deductible of **EUR 200**.

### § 34 Third party liability insurance – what to do to get the insurance money?

1. In addition to the responsibilities described in § 9, you are obligated to:
  - 1) draw up a statement that describes the circumstances of the damage,
  - 2) try to find witnesses of the event,
  - 3) as soon as possible, but no later than within 7 days of the event, report the event to the Emergency Call Center. In the report you are obligated to:
    - state the circumstances and causes of the damage,
    - include all necessary documents and a statement of your liability for damage,
  - 4) as soon as possible, but no later than 3 days after receiving a claim for damages from a third party, report this fact to the Emergency Call Center,
  - 5) comply with the recommendations of the Emergency Call Center,
  - 6) notify the Emergency Call Center if criminal proceedings, administrative proceedings or other proceedings have been initiated against you, or if a third party has filed a claim in court,
  - 7) submit the judgment of the court in the case related to the event resulting in your liability to the Emergency Call Center.
2. Satisfaction or recognition of the claim for damages by you in relation to the damage covered by the third party liability insurance does not have legal effects on us, unless we have previously consented to this.



### § 35 Third party liability insurance – how do we the insurance money?

Before deciding whether to pay the insurance money, we make a legal and factual assessment of the situation. If we pay the insurance money in the amount of the sum insured or in an amount that will pay off the claims of beneficiaries, we do not need to further assist in the case.

## Chapter VIII. Sport Package

### § 36 Subject and coverage of the sports equipment insurance – what does our insurance cover?

1. The insurance covers your sports equipment.
2. We insure the following sports equipment against loss, destruction or damage:
  - 1) which is under your direct care, against:
    - a) robbery,
    - b) burglary at the place of accommodation, from a locked cabin of watercraft or caravan, from a locked boot or luggage compartments in a car,
    - c) transport accident,
    - d) accident or sudden illness as a result of which you lose your capacity to take care of the sports equipment and protect it,
    - e) fortuitous events: hurricane, flood, fire, explosion, avalanche, earthquake, aircraft crash, flooding,
  - 2) as well as your sports equipment that has been entrusted:
    - a) against a receipt to the luggage storage facility,
    - b) to a professional carrier for carriage on the basis of a waybill.

### § 37 Exclusions of liability in sports equipment insurance – in what situations we are not liable?

1. We are not liable in the situations we described in § 8.
2. The insurance does not cover damage consisting solely in loss, destruction of or damage to sports equipment covers.



In sports equipment insurance, we do not cover covers or other containers to protect sports equipment unless they are lost, destroyed or damaged at the same time as the sports equipment.

3. We are not liable for damage occurred as a result of burglary from a tent.
4. In addition, we are not liable if:
  - 1) you conclude the insurance contract in the **Standard** or **Standard Plus** option,
  - 2) you practice extreme sports or competitive sports – unless you extend coverage in this regard.

### § 38 Sports equipment insurance – what to do to get the insurance money?

1. In addition to the responsibilities described in § 9, you are obligated to:
  - 1) as soon as possible, report the fact to the police, obtain confirmation of the report and a list of lost items. You are obliged to do so if you are a victim of the robbery, burglary or accident of a means of transportation,
  - 2) as soon as possible, report to the carrier any damage that occurred to the sports equipment entrusted to the carrier. You are obligated to obtain confirmation of the report,
  - 3) as soon as possible, report to the administration any damage that occurred at your place of accommodation and obtain written confirmation of this fact,
  - 4) report the fact to the Emergency Call Center within 7 days of the event. If the damage is the fault of the carrier or luggage storage facility, in addition, you are obligated to attach to the damage report form a written certificate from the carrier or luggage storage facility about: a) loss, destruction of or damage to sports equipment, b) compensation, if any, and information on whether the sports equipment was found,
  - 5) provide, at the request of the Emergency Call Center, a photograph of the damaged sports equipment.
2. If you recover your lost items, you are obligated to notify the Emergency Call Center right away and return the insurance money previously paid to you for the items.

### **§ 39 Sports equipment insurance – how do we process the report and pay the insurance money?**

1. If the loss or total destruction of sports equipment occurs due to the events specified in § 36 section 2 (total loss), we will pay an amount corresponding to the actual value of the lost sports equipment (including the sports equipment cover), not exceeding the sum insured for sports equipment. In this situation, we do not require the presentation of sports equipment receipts.
2. If the sports equipment is damaged, we will pay the insurance money– in the amount of the repair costs. If the repair costs exceed the value of the sports equipment, we pay money at the actual value of the item. In this situation, we require the submission of receipts for repair.
3. The actual value of an item is the amount for which an item of the same use, standard and quality can be purchased, with the proviso that we do not take into account the following when determining the amount of compensation:
  - 1) commemorative, antique, collectible value,
  - 2) innovation, modernization or improvements,
  - 3) VAT when you deducted it in accordance with applicable laws.

### **§ 40 Insurance of sports equipment rental costs – subject and coverage**

1. We cover the costs you incur in connection with sports equipment rental.
2. We provide an insurance benefit payment in the amount of documented expenses you incurred to rent sports equipment for the period corresponding to the number of full unused days you lost due to the inability to use the equipment due to your health condition (if you suddenly fall ill or suffer an accident). Sports equipment must be rented before the day on which the sudden illness or accident occurs.

### **§ 41 Insurance of sports equipment rental costs – what to do to get the insurance money?**

Notwithstanding the responsibilities set forth in § 9, in order to receive the insurance benefit, you should immediately deliver to the Emergency Call Center a document confirming the rental of sports equipment, which will include: your first and last name – as a party to the rental contract, the type of sports equipment, the date of rental and the date of return of the equipment, and the price of the service.

### **§ 42 Insurance of ski pass costs – subject and coverage**

1. The subject of insurance includes costs of an unused ski pass.
2. We provide an insurance benefit payment in the amount of documented expenses you incurred to buy a ski pass for the period corresponding to the number of full unused days you lost due to the inability to use the ski pass due to your health condition (if you suddenly fall ill or suffer an accident). The pass must be purchased before the day on which the sudden illness or accident occurs.

### **§ 43 Insurance of ski pass costs – what to do to get the insurance money?**

Notwithstanding the responsibilities set forth in § 9, in order to receive the insurance benefit, you should immediately deliver to the Emergency Call Center a document confirming the purchase of the ski pass

### **§ 44 Insurance in case of ski slope closures – subject and coverage**

1. The insurance provides a benefit payment in case of closure of ski slopes located within a 30 km radius of your accommodation, in case of adverse weather conditions (lack of snow) that occur during the insurance period as a result of which you will not be able to enjoy skiing or snowboarding.
2. The condition for payment of the benefit is that the routes are closed during the insurance period, which falls between December 15 and March 30, but not earlier than the start date of the travel.

### **§ 45 Insurance in case of ski slope closures – what to do to get the insurance money?**

Notwithstanding the responsibilities set forth in § 9, in order to receive the insurance benefit, you should immediately provide the Emergency Call Center with a document indicating your place of accommodation and confirmation of the closure of ski slopes within a radius of 30 km from this place due to adverse weather conditions.

## Chapter IX. Insurance of treatment in Poland after a travel accident

### § 46 Subject and coverage of insurance of treatment in Poland after a travel accident – what do we insure, what assistance do we provide?

1. The insurance covers your health.
2. We arrange and cover the costs of the following medical services provided in Poland if you need to continue treatment related to an accident that happened to you during your travel. The rules for the payment of the insurance benefit for medical treatment in Poland after a travel accident are included in § 48.



We will cover the costs of treatment in Poland after an accident only if you have suffered the accident while abroad and reported it to the Emergency Call Center. Remember to provide medical records to the Emergency Call Center as well.

3. Medical services that can be provided in Poland:
  - 1) specialist consultations,
  - 2) home consultations (of an internist, pediatrician or general practitioner in acute conditions preventing you from going to a medical facility),
  - 3) diagnostic tests and outpatient procedures,
  - 4) hospital surgeries – provided that:
    - a) you have been referred for the scheduled surgery, with diagnosis including one of the ICD-10 codes in the range from S40 to S99,
    - b) the surgery is not performed to save life in accordance with the Medical Rescue Act and is a scheduled surgery (a surgery on a scheduled date that does not require immediate performance and does not pose a risk of severe deterioration of health),
  - 5) stationary rehabilitation – if you stayed in hospital for treatment of the consequences of the accident and received a referral for stationary rehabilitation from the attending physician.
4. **Specialist consultations** include the arrangement and coverage of costs of the following: 1) conducting a medical examination, 2) making a diagnosis or initiating further diagnostic treatment, 3) ordering necessary basic diagnostic tests, 4) ordering necessary medical procedures, 5) health education and medical recommendations - in accordance with the current medical knowledge of the following specialists: internist, pediatrician, orthopedist, surgeon, maxillofacial surgeon, plastic surgeon, dermatologist, ophthalmologist, neurologist, neurosurgeon, otolaryngologist, laryngologist, anesthesiologist, sports medicine physician.
5. **Home consultations** include arrangement and coverage of costs of the following: 1) travel of the physician and their fee for consultation at the insured's place of stay or arrangement and coverage of the cost of a medical consultation at a medical facility, 2) medical examination in accordance with current medical knowledge, ending with a diagnosis or commencement of further diagnostic treatment, 3) ordering the necessary basic diagnostic tests in accordance with current medical knowledge and profile of the given medical specialty, 4) ordering the necessary medical procedures, in accordance with current medical knowledge, 5) health education and medical recommendations. The benefit only covers home consultations of an internist, pediatrician or general practitioner in acute conditions preventing you from going to a medical facility.
6. **Diagnostic tests and outpatient procedures** shall include the organization and coverage of costs of the following: 1) computed tomography (without the cost of contrast), 2) magnetic resonance imaging (without the cost of contrast), 3) radiographic examinations: cranial radiography, sinuses radiography, orbital radiography, selective dental radiography, dental panoramic radiography, submandibular gland radiography, larynx laminagraphy, plain abdominal and pelvic radiography, contrast kidney, ureter, and bladder radiography (urography), bone mineral density test, chest radiography, plain abdominal radiography, cervical spine radiography, thoracic spine radiography, lumbar spine radiography, pelvic radiography, radiography of relevant joints and/or long bones, 4) ultrasounds: orbital ultrasound, musculoskeletal ultrasound, including children's hip joints, cranial ultrasound, renal artery Doppler ultrasound, extremity arterial Doppler ultrasound, extremity venous Doppler ultrasound, internal carotid and vertebral arteries Doppler ultrasound, transrectal ultrasound, transvaginal ultrasound, 5) biochemical tests: conjugated bilirubin, total bilirubin, unconjugated bilirubin, total cholesterol, glucose, creatinine, uric acid, total magnesium (Mg), potassium (K), sodium (Na), amylase, albumin, pancreatic amylase, apolipoprotein, total protein, total protein, electrophoresis, C-reactive protein (CRP), chlorides (Cl), zinc (Zn), rheumatoid factor (RF), lactate dehydrogenase (LDH), complement, ferritin, urea, glycated hemoglobin HbA1C, transferrin, triglycerides, calcium (Ca, Ca++), iron – total iron binding capacity (TIBC), iron (Fe), 6) urine tests: protein in urine, bilirubin in urine, ketone bodies in urine, erythrocytes/hemoglobin in urine, leukocytes in urine, glucose in urine, urinary sediment, urobilinogen in urine, 7) other tests: hepatitis B – HBe and HBs antigens, bone and joint scintigraphy, electrophysiology studies, 8) outpatient procedures, including materials: a) application and change of routine dressing – without debridement, b) abscess or hematoma incision and drainage, drain insertion in situations requiring immediate care, c) suturing in emergencies requiring immediate care and suture removal after procedures, d) application and removal of anterior nasal packing, e) nasal cautery, f) removal of a foreign body from the nose or ear, g) ophthalmoscopy, h) intraocular pressure measurement, i) removal of a foreign body from the eye, j) visual acuity test, k) subconjunctival injection, l) intra-articular anesthesia and periarticular anesthesia (without the cost of the medication), m) rib splinting with adhesive plaster, n) cast application – lower and upper extremity, o) cast removal – lower and upper extremity, p) elastic bandage application, q) sling (elastic bandage) application, r) Cramer's splint (transport splint) application, s) Zimmer splint application, t) dressing change, u) puncture (traumatic lesions), v) intramuscular injection, w) intravenous injection, x) intra-articular injection, y) subcutaneous injection, z) drip infusion connection (intravenous infusion), aa) contrast administration, bb) local anesthesia.
7. **Stationary rehabilitation** includes the arrangement and coverage of costs of the following: 1) medical consultation concerning

rehabilitation, including the following: a) conducting a medical examination, b) ordering diagnostic tests required for the musculoskeletal rehabilitation that is the reason for the referral, c) planning and conducting the therapeutic process in accordance with current medical knowledge, d) issuing certificates, drug prescriptions or prescriptions for dressing materials, 2) up to 5 treatments/exercises per day, carried out in the morning and afternoon cycles for 6 days a week, with respect to the following: (a) kinesiotherapy, (b) physiotherapy, (c) hydrotherapy, (d) therapeutic massage, (3) hospital stay with full board. We arrange and cover the costs of stationary rehabilitation, provided that you stayed in hospital in Poland in connection with the treatment of the consequences of the accident and received a referral for stationary rehabilitation from the attending physician. The stationary rehabilitation is carried out in the conditions of an inpatient hospital ward designated by us or by you with our prior approval. Stationary rehabilitation shall be carried out for the insured person whose clinical condition prevents outpatient rehabilitation and who does not require 24-h medical supervision.

#### **§ 47 Exclusions of liability in the insurance of treatment in Poland after a travel accident – in what situations we are not liable?**

1. We are not liable in the situations we described in § 8.
2. The insurance also does not cover situations where:
  - 1) your body was injured before you were covered by insurance,
  - 2) you contracted diseases that were not related to the covered accident,
  - 3) you failed to undergo the recommended medical or diagnostic treatment recommended by a licensed physician,
  - 4) you were a donor of organs for transplantation,
  - 5) you did not follow occupational health and safety regulations,
  - 6) you suffer from an occupational disease,
  - 7) you have congenital defects (classified in the ICD-10 International Statistical Classification of Diseases and Related Health Problems as congenital malformations, deformations and chromosomal abnormalities, ICD code: Q00-Q99) and the conditions that result therefrom,
  - 8) treatment is for a mental illness, even if it follows an accident,
  - 9) you underwent maxillofacial surgery,
  - 10) you underwent a secondary surgery (causally related to the surgery before the insurance period, which is due to the faulty performance of the primary surgery),
  - 11) you underwent plastic or cosmetic surgery,
  - 12) there is a link between the event and explosives,
  - 13) you underwent procedures carried out for diagnostic purposes (e.g. biopsy, puncture, specimen collection, investigative surgery).
3. In addition, we are not liable if you:
  - 1) practice recreational winter sports, and you do not conclude the insurance contract in the **VIP** or **The Best** options,
  - 2) practice extreme sports or competitive sports – unless you extend coverage in this regard (this is only possible with either the **VIP** or **The Best** options),
  - 3) perform hazardous physical work – unless you extend coverage in this regard.
4. We do not reimburse costs for:
  - 1) home consultations if intervention of ambulance service is required,
  - 2) stationary rehabilitation exceeding 5 treatments/exercises per day carried out in the morning and afternoon cycles for 6 days a week with respect to kinesiotherapy, physiotherapy, hydrotherapy, therapeutic massage,
  - 3) medical services you incurred at medical facilities or hospitals not indicated by the Emergency Call Center or at medical facilities or hospitals in the situation where you did not obtain prior acceptance of the Emergency Call Center,
  - 4) medical services that you (as a physician) or a physician who is a close relative of yours performed.

#### **§ 48 Insurance of treatment in Poland after a travel accident – what to do to get assistance or the insurance money?**

1. In addition to the responsibilities described in § 9, you are obligated to call the Emergency Call Center as soon as possible, but no later than 72 hours after the event, and report that a travel accident has occurred.
2. To obtain the benefit, contact the Emergency Call Center and provide the information necessary to arrange the medical services that the Emergency Call Center will request.
3. Deliver a request for the provision of medical services to the Emergency Call Center, together with the following:
  - 1) medical records containing the following: description of the injuries suffered, exact diagnosis,
  - 2) hospital certificate (hospital discharge summary),
  - 3) data of witnesses to the event – if there were any witnesses and you have the data of witnesses,
  - 4) police reports on the event – if they have been prepared and you have them,
  - 5) a referral from the attending physician if one has been prepared and you have it or can obtain it.

If you were unable to seek medical attention during your travel, immediately go to a medical facility upon your return to Poland to document the injuries you sustained as a result of a travel accident.

4. If you need diagnostic tests and outpatient procedures, obtain medical records stating the diagnosis that justifies a particular course of treatment.
5. The Emergency Call Center will inform you of the date, place, and detailed procedure on how the designated medical facility provides medical services.

6. We cover the costs of the medical services by making a direct payment to the medical facility providing the given medical service or otherwise, as agreed with such medical facility.
7. If the medical facility did not accept the method of settlement in accordance with the GTC and you covered the costs on your own, we will reimburse you or the person who incurred them for the costs.

## Chapter X. Final provisions

1. In matters not governed by these terms and conditions, Polish law shall apply.
2. Any disputes that relate to this contract may be settled amicably.
3. A lawsuit on matters that arise from the contract can be filed with court:
  - 1) according to the rules of general jurisdiction – in accordance with the Code of Civil Procedure,
  - 2) having jurisdiction over the place of residence or registered office of: you, the policyholder, the entitled person or beneficiary  
or
  - 3) competent for the place of residence of the heir: your heir, the entitled person's heir or the beneficiary's heir.
4. The Polish language is used in this contract and in other communications between the parties to the contract.
5. We have the right to verify whether you, the policyholder or the beneficiary are included in lists of persons, groups or entities that are subject to financial sanctions or suspected terrorists, terrorists or members of terrorist organizations (known as sanctions lists). If it turns out that a particular person is included in the sanction list, we will apply specific restrictive measures, e.g., freezing property values or withholding property values (e.g., no benefit payment), and inform the relevant state authorities.
6. We represent that we have the status of a large entrepreneur within the meaning of the Act of March 8, 2013 on counteracting excessive delays in commercial transactions.



## Appendix No. 1 to the GTC – List of sports



Below we have included a list of sports, broken down by category.

<b>Recreational sport practice</b>	<b>Recreational winter sport practice</b>	<b>Extreme sports</b>
<p> We cover these sports in all options. If you practice these sports on a competitive or professional basis, it is essential to extend your insurance to cover the practice of competitive sports.</p> <ul style="list-style-type: none"> <li>▪ cycling, electric bicycle cycling, cycling in the mountains on designated routes</li> <li>▪ rollerblading, rollerskating, ice skating</li> <li>▪ swimming</li> <li>▪ sailing, kayaking, water biking, wakeboarding</li> <li>▪ using inflatable equipment pulled by a motorboat (e.g., banana boat, sofa boat)</li> <li>▪ camel ride, elephant ride</li> <li>▪ participation in a jeep-safari</li> <li>▪ participation in sports camps by children under 18 years of age</li> <li>▪ fishing</li> <li>▪ trekking and running in mountains up to 5,500 meters above sea level that do not require climbing, safety or protective equipment,</li> <li>▪ sailing up to 20 nautical miles from the shore (if you are a crew member)</li> <li>▪ horseback riding, polo</li> <li>▪ scuba diving to a depth of 18 m</li> <li>▪ rafting or other water sports practiced in mountain rivers</li> <li>▪ martial arts, defensive sports</li> <li>▪ quad riding</li> <li>▪ kitesurfing, windsurfing, surfing</li> <li>▪ parasailing</li> <li>▪ water skiing, jet skiing</li> <li>▪ paintball</li> <li>▪ golf</li> <li>▪ stand up paddling</li> <li>▪ playing chess, checkers, billiards</li> <li>▪ zorbing</li> <li>▪ snorkeling</li> <li>▪ riding a scooter, skateboard, segway</li> <li>▪ disc golf</li> <li>▪ balloon flight as a passenger</li> <li>▪ skibob, curling,</li> <li>▪ sledding, snowtubing</li> <li>▪ rope park, aerial runway</li> </ul>	<p> We cover these sports only in the <b>VIP</b> and <b>The Best</b> options. You do not have to pay a premium for it. If you practice these sports on a competitive or professional basis, it is essential to extend your insurance to cover the practice of competitive sports.</p> <ul style="list-style-type: none"> <li>▪ skiing on designated trails</li> <li>▪ snowboarding on designated trails</li> </ul>	<p> These sports require extended coverage in the <b>VIP</b> and <b>The Best</b> options and are not available in the <b>Standard</b> and <b>Standard Plus</b> options.</p> <ul style="list-style-type: none"> <li>▪ air sports: gliding, hot air ballooning, parachuting, hang gliding, paragliding, powered hang gliding, drone control and any of their varieties, and any sport that involves traveling through airspace</li> <li>▪ mountain biking</li> <li>▪ motorsports</li> <li>▪ mountaineering, rock climbing, crag climbing, ice climbing</li> <li>▪ caving</li> <li>▪ ski jumping</li> <li>▪ mogul skiing</li> <li>▪ aerial skiing and sports involving vehicles moving over snow or ice</li> <li>▪ sailing more than 20 nautical miles from the shore (if you are a crew member)</li> <li>▪ bungee jumping, jumping</li> <li>▪ trekking above 5,500 meters above sea level</li> <li>▪ via ferrata</li> <li>▪ American football, rugby</li> <li>▪ bobsleighs</li> <li>▪ buoys</li> <li>▪ hockey</li> <li>▪ kite-skiing, kite-snowboarding</li> <li>▪ abseiling</li> <li>▪ bouldering</li> <li>▪ downhill</li> <li>▪ snowboarding, skiing off designated trails</li> <li>▪ heli-skiing, heli-snowboarding, heliboarding</li> <li>▪ motocross, off-road motorcycle rallying, MTB</li> <li>▪ canoping</li> <li>▪ diving deeper than 18 m, wreck and cave diving</li> <li>▪ freediving</li> <li>▪ jumping from high buildings or rocks</li> <li>▪ parkour, freerun, hydrospeed</li> <li>▪ acrobatic evolutions</li> <li>▪ luge</li> </ul>

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District Court for Wrocław-Fabryczna in Wrocław, KRS 0000002736, NIP 895 10 07 276  
Share capital registered and paid-up: PLN 37,800,000  
Permit No. DU/2849/A/CG/94 of November 7, 1994 for conducting insurance activity issued by the Minister of Finance



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