



# Go Safe General Conditions of Insurance

in effect since 1 January 2016





**Guidelines based on the Regulation of the Minister of Finance for the preparation of information included in standard contracts with insurance companies**

1. The conditions for the payment of compensation and other benefits are set forth in: Article 6 GCI, Article 15 GCI, Article 16 GCI, Article 17 GCI, Article 18 GCI, Article 22 GCI, Article 26 GCI, Article 30 GCI, Article 34 GCI, Article 38 GCI, Article 41 GCI, Article 46 GCI.
2. The limitations and exclusions of liability of the insurance company entitling the insurance company to refuse payment of compensation or of other benefits or to reduce them are set forth in: Article 6 GCI, Article 7 GCI, Article 19 GCI, Article 23 GCI, Article 27 GCI, Article 31 GCI, Article 35 GCI, Article 40 GCI, Article 42 GCI, Article 47 GCI.



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# Go Safe - General Conditions of Insurance

approved by resolution of the Management Board of Towarzystwo Ubezpieczeń Europa S.A.

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in effect since 1 January 2016

## Chapter I. General provisions for all types of insurance

### Article 1. General provisions

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1. Pursuant to these **Go Safe General Conditions of Insurance** hereinafter referred to as the GCI, Towarzystwo Ubezpieczeń Europa Spółka Akcyjna with its registered office in Wrocław, hereinafter referred to as the **insurer**, enters with the insuring parties into contracts of insurance under the conditions laid down in the GCI.
2. Pursuant to these GCI, contracts of insurance may be concluded under the following options: **Mini, Standard, Standard Plus or Optimum**.
3. The **Mini** option includes:
  - 1) medical insurance, rescue services and transportation,
  - 2) travel assistance (**Mini** option),
  - 3) accident insurance.
4. The **Standard** option includes:
  - 1) medical insurance, rescue services and transportation,
  - 2) travel assistance (**Standard** option),
  - 3) accident insurance.
5. The **Standard Plus** option includes:
  - 1) medical insurance, rescue services and transportation,
  - 2) travel assistance (**Standard Plus** option),
  - 3) accident insurance.
6. The **Optimum** option includes:
  - 1) medical insurance, rescue services and transportation,
  - 2) travel assistance (**Optimum** option),
  - 3) accident insurance.
7. Upon payment of an additional premium, coverage may be extended to include:
  - 1) luggage insurance,
  - 2) third party liability insurance,
  - 3) Komfortowa Kieszeń (Comfortable Pocket) insurance,
  - 4) event ticket insurance,
  - 5) sports gear insurance,
  - 6) Car Assistance insurance.
8. Upon payment of an additional premium, liability of the insurer in respect of costs of medical treatment, rescue and transportation, travel assistance, accident insurance and third party liability insurance may be extended to include risks specified in these GCI arising in connection with:
  - 1) engaging in high-risk sports,
  - 2) engaging in extreme sports,
  - 3) practicing competitive sports.
9. Upon payment of an additional premium, liability of the insurer in respect of costs of medical treatment, rescue and transportation, travel assistance, accident insurance and event ticket insurance may be extended to include risks specified in these GCI arising in connection with **consequences of chronic diseases**.
10. Upon payment of an additional premium, liability of the insurer in respect of costs of medical treatment, rescue and transporta-

tion, travel assistance and accident insurance may be extended to include risks specified in these GCI arising in connection with the **performance of dangerous physical work**.

11. Upon payment of an additional premium, luggage insurance may be extended to include **electronic equipment**.
12. The GCI are applicable also to contracts of insurance concluded by means of distance communication and in accordance with the law on the rendering of electronic services.

## Article 2. Definitions

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For the purposes of these GCI, the following terms shall have the following meaning:

- 1) **rescue operations** – efforts taken to prevent or mitigate the impact of fortuitous events;
- 2) **luggage** – personal items of the insured in his possession during a trip abroad;
- 3) **event ticket** – ticket entitling the insured to participation in an event (sports, art or entertainment event) at which the number of places for the spectators if the event is organised in an open space (at a stadium or another facility which is not a building or on an area appropriate for holding mass events) is not less than 1,000, and in the case of a closed area (sports hall or another building appropriate for the event) not less than 300;
- 4) **Assistance Centre** – organisational unit providing on behalf of the insurer insurance benefits to which the insured is entitled under these GCI;
- 5) **chronic disease** – any disease with one or more of the following characteristic features: is permanent, leads to disability, is caused by irreversible pathological changes and requires special rehabilitation or, by all probability, will require long-term supervision, observation or care;
- 6) **mental illness** – illness classified in the International Statistical Classification of Diseases and Health Related Problems ICD-10 as mental and conduct disorders (ICD: F00-F99), also including depression and neurosis;
- 7) **tropical disease** – disease caused by pathogenic organisms typical for tropical or subtropical regions;
- 8) **expedition** – an organised journey aimed to achieve some predetermined sport, research or hobby-related goals;
- 9) **costs of rescue** – costs of search by specialised rescue teams, costs of provision of first medical aid at the site of the event and transport from the site of the accident to the nearest medical facility appropriate for the condition of the insured, performed using specialist means of transport, such as sledges, helicopter, toboggan, motorboat;
- 10) **burglary** – the taking of property of another preceded by removal of the existing protection devices using physical force or tools (leaving visible traces) or using forged or adapted key or an original key obtained by the perpetrator as a result of breaking into another room or as a result of robbery;
- 11) **country of residence** – country being the place of permanent residence of the insured; if the insured is not a Polish national and his place of permanent residence is outside the country of his nationality, then the country of nationality shall also be regarded as the country of residence;
- 12) **outpatient treatment** – provision of medical assistance in an outpatient healthcare facility, hospital or another medical facility, lasting no longer than 24 hours in which medical assistance is provided by qualified staff of physicians and nurses including diagnosis and treatment;
- 13) **conservative dental treatment** – treatment of dental caries, necrotic changes, root canal therapy, replacement of defective fillings, therapy of gum diseases, periodontitis, removal of tartar;
- 14) **hospital treatment** – medical treatment lasting at least 24 hours performed in an inpatient healthcare facility whose qualified staff of physicians and nurses provide 24/7 patient care including diagnosis and treatment;
- 15) **sudden illness** – an acute medical condition with a sudden onset, beyond the control of the insured, posing a threat to the health or life of the insured, requiring immediate medical assistance and the relevant treatment during a trip abroad;
- 16) **consequence of chronic disease** – sudden aggravation of a chronic disease, including a neoplastic disease, with an acute course and requiring immediate medical assistance and treatment before the end of a trip abroad;
- 17) **accident** – sudden occurrence beyond the control of the insured caused by an external factor, not connected with any disease, being a direct and exclusive cause of an insured event;
- 18) **significant other** – spouse, common-law partner, child, sibling, parent, grandparent, parent-in-law, grandchild;
- 19) **accompanying person** – person travelling together with the insured and indicated by the insured to accompany the insured during treatment or transportation recommended by the physician in charge of treatment abroad in order to repatriate the insured to the country of residence;
- 20) **person called to accompany** – person other than accompanying person indicated by the insured or by the Assistance Centre, who will come to accompany the insured during treatment or transportation in the case of lack of accompanying person or if the health of the accompanying person prevents such person's accompanying the insured during treatment or transportation;
- 21) **trip abroad** – trip of the insured outside the insured's country of residence;
- 22) **items of personal use** – personal care products, including disposable razor, underwear suitable for the season of the year, contact lens fluid and packaging;
- 23) **robbery** – taking of property of another using physical violence or threat of its immediate use against the insured or a significant other, or involving rendering the insured unconscious or powerless;
- 24) **extreme sports** – sports disciplines whose safe practicing requires above-standard skills, courage and activity under the

conditions of high risk, including: air sports, mountain biking, motor sports, mountain climbing, rock climbing, crag climbing, speleology, ski jumping, mogul skiing, acrobatic ski jumping and sports using vehicles moving on snow or ice; sailing above 20 sea miles from the shore as crew member, bungee jumping, jumping, trekking above 3,000 m above sea level;

- 25) **air sports** – gliding, ballooning, parachuting, hang gliding, paragliding, powered hang gliding and all their variations, as well as practicing any other sports involving moving in the air space;
- 26) **high risk sports** – skiing, snowboarding, horse riding, polo, hunting, SCUBA diving, rafting or other water sports practiced on white waters, martial arts and all types of defence sports, quad riding, kitesurfing, windsurfing, surfing, water skiing and jet skiing, paintball;
- 27) **electronic equipment** - cameras, mobile phones, portable audio and video equipment, sound and video carriers, computer equipment;
- 28) **sports gear** – equipment necessary for practicing adventure tourism and high-risk sports;
- 29) **permanent disability** – bodily harm of the insured caused by a covered accident (fortuitous event), with permanent disability meaning a permanent loss of structure or function of an organ or limb, as determined on the basis of a table attached to the Regulation of the Minister of Labour and Social Policy of 18 December 2002 on detailed rules for deciding on permanent or long-lasting disability, procedure for determining that disability and for the procedure of payment of single indemnity;
- 30) **adventure tourism** – leisure combined with recreation and non-professional pursuit of sport, aimed at improving fitness and overall health, as well as at visiting tourist attractions, done on marked trails, in designated waters, requiring skilful operation of sports gear, practiced individually or in groups, in informal or organised groups; adventure tourism includes cycling, sail-boating, kayaking and waterbiking, camel riding, participation in jeep safari, angling, hiking up to 3,000 m above sea level without climbing gear, harnesses and protection devices, sailing up to 20 sea miles from the shore as crew member;
- 31) **insuring party** – natural or legal person or organisational entity without legal status, concluding with the insurer a contract of insurance according to the GCI and obliged to pay the insurance premium;
- 32) **insured** – natural person who is not a Polish national or who is a Polish national, whose country of residence is a country other than the Republic of Poland, provided with insurance coverage in accordance with the GCI;
- 33) **beneficiary** – person entitled to receive an insurance benefit in case of the insured's death, appointed by name by the insured; if the beneficiary has not been appointed or if the beneficiary is dead on the date of the insured's death or if the beneficiary has lost entitlement to the insurance benefit, the insurance benefit shall be payable to the insured's family members in the following order:
  - a) spouse,
  - b) children in equal parts – where there is no spouse,
  - c) parents in equal parts – where there is no spouse or children,
  - d) siblings in equal parts – where there is no spouse, children or parents,
  - e) other statutory heirs - if there are none of the persons listed above;
- 34) **diminution in value** – measure for loss of value of an insured luggage or sports gear resulting from the period in use, durability of materials and manner of use;
- 35) **competitive pursuit of sports** – pursuit of sports disciplines involving regular participation in training, accompanied by participation in competitions, sports events, training camps in order to achieve maximum results in sports competition; it also includes professional pursuit of sport and participation in trips to places characterised by extreme climatic or natural conditions, or participation in expeditions;
- 36) **performance of dangerous physical work** – taking up by the insured of any activities in the form of employment or gainful activity increasing the risk of occurrence of an insured event as well as not-for-profit activity increasing the risk of occurrence of an insured event; the following shall be in particular regarded as performance of dangerous physical work:
  - a) operations and performance of activities using dangerous tools, such as: hammer drills, power saws, pneumatic hammers, sawing machines and mechanical grinders, machine tools, lifts and work machines, road machines,
  - b) activities using paints, varnishes, liquid fuels and solvents, industrial and combustion gases, hot industrial oils or industrial fluids,
  - c) operations and activities performed at heights,
  - d) operations and undertaking of activities underground,
  - e) operations and undertaking of activities under water.

### Article 3. Contract of insurance

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1. The contract of insurance is concluded following submission of a proposal by the insuring party.
2. The contract of insurance shall be regarded as concluded upon acceptance of the proposal by the insurer.
3. Conclusion of the contract of insurance shall be confirmed in the insurance policy.
4. The insuring party may conclude the contract of insurance on account of another, also in the form of a group contract of insurance.

## Article 4. Insurance premium

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1. The insuring party shall be the party liable for premium payments.
2. The amount of insurance premium shall be given after the insuring party has provided the following information:
  - 1) scope of coverage,
  - 2) insurance option selected,
  - 3) sum insured or guaranteed sum,
  - 4) length of the liability period,
  - 5) country of destination.
3. Unless the parties agree otherwise, the insurance premium shall be paid simultaneously with entering into the contract of insurance, not later than on the date of its signature.
4. Premium rate shall be calculated in euro and collected in Polish zloty at the average rate of exchange published by the National Bank of Poland (NBP) effective on the date preceding the entering into the contract of insurance.
5. The insurance premium shall be payable in cash or in a cashless manner, subject to the provisions of para. 6, 7 and 8.
6. Where the insurance premium is paid in cash, the date of receipt by an authorised representative of the insurer of the amount due shall be regarded as the date of payment.
7. Where the insurance premium is paid by bank transfer to the bank account of the insurer, the date of the transfer shall be regarded as the date of payment.
8. Where the insurance premium is paid by card or through a website, the premium shall be regarded as paid on the date the payment is authorised.
9. The insurance premium shall be increased with respect to standard rates when coverage is extended pursuant to Article 1 (8), Article 1 (9) and Article 1 (10) to include the following risks:
  - 1) engaging in high-risk sports,
  - 2) engaging in extreme sports,
  - 3) engaging in competitive sports,
  - 4) consequences of chronic diseases,
  - 5) performance of dangerous physical work.
10. The insurer uses reduced insurance premiums with respect to children and students below 25 years of age, organised groups and package tour members.

## Article 5. Insurance period. Liability period

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1. The insurance period shall be indicated in the contract of insurance.
2. Unless the parties have agreed otherwise, liability of the insurer (insurer's liability period) shall commence on the date given in the contract of insurance as the start of the insurance period, not sooner however than upon crossing the border of the country of residence when leaving and upon payment of the insurance premium.
3. The insurer's liability shall end:
  - 1) on the date when any of the following have been exhausted: sum insured, guaranteed sum, limit of liability,
  - 2) upon crossing the border when entering the country of residence,
  - 3) upon the insured's withdrawal from the contract of insurance,
  - 4) upon expiry of the insurance period specified in the contract of insurance,
  - 5) respectively in accordance with Article 7 (3),
  - 6) upon the insured's death,whichever occurs first.

## Article 6. Sum insured/Guaranteed sum

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1. The sum insured shall be the top limit of the insurer's liability.
2. The sum insured is a fixed amount and is not subject to changes during the insurance period, subject to the provisions of para. 3.
3. Each payment of an insurance benefit shall reduce the sum insured by the amount of payment.
4. Under accident insurance, the maximum sum insured shall be paid for 100% disability and in the event of partial disability a percentage of the sum insured shall be paid corresponding to the percentage of permanent disability suffered by the insured.
5. Under accident insurance, the amount of insurance benefit payable in the event of the insured's death shall be 60% of the sum insured specified for 100% disability.
6. Sums insured, guaranteed sums and upper limits of liability under individual insurance options are presented in Table 1:

Table 1

Scope of coverage		Sum insured/guaranteed sum			
		Mini	Standard	Standard Plus	Optimum
1.	<b>Costs of medical treatment, rescue and transportation (KL symbol)</b>	€ 20,000	€ 30,000	€ 40,000	€ 60,000
	Costs of hospitalization	Up to the sum insured under KL			
	Costs of outpatient treatment	Up to the sum insured under KL; for U.S., Canada, Japan and Australia up to € 2,000			
	Costs of premature birth	Up to the sum insured under KL			
	Dental treatment	€ 250			
	Costs of rescue	€ 5,000			
	Organisation and coverage of the costs of transporting the insured from the place of accident or stay to an outpatient clinic or hospital	Up to the sum insured under KL			
	Organisation and coverage of the costs of transporting the insured between health care facilities	Up to the sum insured under KL			
	Organisation and coverage of the costs of transporting the insured to the place of stay during a trip abroad	Up to the sum insured under KL			
	Organisation and coverage of the costs of transporting the insured's body to the place of burial in the country of residence or burial of the insured at the place of the trip abroad	€ 2,500			
	Organisation and coverage of the costs of repatriation of the insured to the country of residence or to a healthcare facility in the country of residence	Up to the sum insured under KL			
2.	<b>Travel Assistance (A symbol)</b>				
	24/7 Assistance Centre	Up to the sum insured under KL			
	Organization of medical help	Up to the sum insured under KL			
	Guarantee of coverage of the costs of outpatient treatment and/or hospitalisation	Up to the sum insured under KL			
	Organisation of delivery of medications	Yes			
	Provision of information about law firms and interpreters/translators	Yes			
	Delivery of messages	Yes			
	Assistance in the event of blocked bank account	Yes			
	Organisation and coverage of additional costs of the insured's accommodation and meals abroad during recuperation	N/A	N/A	7 days maximum € 100 per day	7 days maximum € 100 per day
	Organisation and coverage of the costs of transportation following recuperation	N/A	N/A	€ 500	€ 500
	Assistance in the event of loss of payment instruments	N/A	N/A	Yes	Yes
	Assistance in the event of loss of travel documents	N/A	N/A	Yes	Yes
	Care for minor children	N/A	N/A	€ 2,500	€ 2,500
	Assistance in tracking and rerouting of luggage	N/A	N/A	Yes	Yes
	Organisation and coverage of the costs of travel of an accompanying person	N/A	N/A	N/A	€ 1,000
	Organisation and coverage of the costs of accommodation and meals of the accompanying person	N/A	N/A	N/A	7 days maximum € 100 per day
	Organisation and coverage of the costs of visit of the person called to accompany the insured	N/A	N/A	N/A	€ 2,000
	Organisation and coverage of the costs of replacement driver	N/A	N/A	N/A	€ 500

	Organisation and coverage of the costs of transport of the insured's family members	N/A	N/A	N/A	€ 2,500
	Organisation and coverage of the costs of foreign trip interruption	N/A	N/A	N/A	€ 1,200
	Coverage of necessary and justified costs of a delayed flight	N/A	N/A	N/A	€ 200
3.	<b>Accident insurance (NNW symbol)</b>	€ 1,000	€ 3,000	€ 5,000	€ 10,000
	Health damage	€ 1,000	€ 3,000	€ 5,000	€ 10,000
	Death of the insured	€ 600	€ 1,800	€ 3,000	€ 6,000
4.	<b>Luggage insurance (BP symbol) upon payment of additional premium</b>	€ 250 – € 1,000			
5.	<b>Third party liability (OC symbol) upon payment of additional premium</b>	€ 50,000			
	Property damage	20% of guaranteed sum			
	Personal injury	100% of guaranteed sum			
	Limit of third party liability insurance in connection with engaging in sports	€ 15,000			
	Property damage	20% of guaranteed sum			
	Personal injury	100% of guaranteed sum			
6.	<b>Comfortable Pocket insurance (KK symbol) upon payment of additional premium</b>	€ 250			
7.	<b>Event ticket insurance (BM symbol) upon payment of additional premium</b>	€ 350			
8.	<b>Sports gear insurance (SS symbol) upon payment of additional premium</b>	€ 1,000			
9.	<b>Car Assistance during a trip abroad (CA symbol) upon payment of additional premium</b>	€ 3,000			

## Article 7. Exclusions of liability common for all risks

1. The insurer shall not be liable if the insured event took place as a result of or in connection with:
  - 1) the insured's being under the influence of alcohol or in the state of insobriety within the meaning of legislation on upbringing in sobriety and prevention of alcoholism, or under the influence of intoxicants or psychotropic drugs or substitute drugs, within the meaning of legislation on counteracting drug abuse, or in a state after the intake of medications or other consciousness-altering substances, except for situations when the intake of such substances took place for medical reasons or was prescribed by a doctor,
  - 2) war operations, riots, disturbances, martial state, acts of terrorism or sabotage, the insured's participation in illegal strikes, subject to the provisions of para. 3,
  - 3) nuclear explosion or radioactive radiation,
  - 4) the insured's non-compliance with doctor's recommendations or subjecting himself/herself to medical procedures not controlled by a physician or another qualified person, except for receiving first aid by the insured in connection with an accident,
  - 5) committing or attempted committing of crime by the insured, except for unintentional causing of a motor accident,
  - 6) suicidal attempt, intentional self-mutilation or bodily injury at the request of the insured,
  - 7) operating by the insured of a motor vehicle without the required licences,
  - 8) the insured's participation in a flight as a pilot, crew member or passenger of an airplane operated by an entity other than a licensed airline,
  - 9) the insured's alcoholism or mental disorders (disease qualified in the International Statistical Classification of Diseases and Related Health Problems as a mental disorder or behavioural disorder, including neuroses),
  - 10) intentional act of the insured or of the person with whom the insured shares a household, gross negligence of the insured, unless the payment of an insurance benefit would in the given circumstances be in accordance with the principles of equity, unless the above did not contribute to the occurrence of the insured event.
2. The insurer shall not be liable if the insured event occurred as a result of:
  - 1) another event that occurred within 24 months preceding the date of conclusion of the contract of insurance if there is a direct and adequate cause and effect relationship between such event and the insured event, or
  - 2) a disease that had been diagnosed or treated or controlled or required doctor's consultation within 24 months preceding the conclusion of the contract of insurance and there is a direct and adequate cause and effect relationship between the disease and the insured event; the above exclusion does not apply to consequences of chronic diseases when the scope of coverage has been extended to include such risk.

3. If during a trip abroad the insured is suddenly affected by hostilities, acts of terrorism or civil war, insurance protection shall expire at the end of the fifth day from the start of the hostilities, acts of terrorism or civil war in the territory of the country the insured is in. However, the insurer shall not be liable if the trip is to a country where hostilities are already going on and also if the insured takes an active part in the hostilities, acts of terrorism or civil war.
4. The insurer's liability does not include compensation for pain and physical or moral suffering.

## **Article 8. Procedure to receive an insurance benefit - common for all risks**

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1. In case of occurrence of an insured event, to receive an insurance benefit, the insured shall immediately notify the Assistance Centre (by phone or fax) about the occurrence of an insured event and shall give it the information necessary to provide assistance. The insured shall follow the instructions of the Assistance Centre and shall enable the Assistance Centre the performance of activities necessary to determine the circumstances of the event. The telephone number of the Assistance Centre can be found on the insurance policy.
2. The claimant shall make available the documents requested by the insurer in connection with the processed claim that are required for the insurer to conduct the procedure aimed at determining the legitimacy of the claim or the amount of insurance benefit, if the claimant possesses the said documents or may obtain them in accordance with the law in force.
3. If the insurer does not receive all the documents required to determine the legitimacy of the claim or the amount of insurance benefit, the claimant applying for payment of insurance benefit shall provide the insurer with information about the place and date of the insured event and name and address of the authority or institution in which the above documents are kept or may be kept.
4. The insurer may request the insured to submit, at the insurer's cost, to medical examinations in order to verify the legitimacy of the claim for payment of insurance benefit.
5. Provision by the claimant or by the beneficiary of information that is not in accordance with the facts or is incomplete may be a basis for refusal of payment if it had an impact on the determination of the circumstances of the insured event or the insurer's liability.

## **Article 9. General principles of payment of insurance benefits**

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1. Within 7 days from the receipt of the notification about the occurrence of the insured event the insurer shall confirm receipt to the insuring party and to the insured if they were not the parties who had sent the notification and the insurer shall conduct a procedure to determine the facts of the event, the legitimacy of the claims and the amount of insurance benefit payable, and shall inform the claimant in writing or in another manner approved by the claimant which documents are required to determine the insurer's liability or the amount of insurance benefit, if it is required to continue the procedure.
2. The insurance benefit shall be paid within 30 days from the date of the insurer's receipt of the notification about the occurrence of the insured event.
3. If examination of the circumstances necessary to determine the insurer's liability or the amount of compensation is not possible within the above period, the insurance benefit shall be provided within 14 days from the date on which, if due diligence had been exercised, examination of the above circumstances would have been possible. However, the undisputed portion of the insurance benefit should be paid by the insurer within the time prescribed in para. 2.
4. If the insurer fails to pay the insurance benefit within the period given in para. 2, the insurer shall notify the claimant in writing about the reasons for its inability to satisfy the claims in whole or in part and shall also pay the undisputed portion of the insurance benefit.
5. If the benefit is not payable or is payable in an amount different from the amount given in the submitted claim, the insurer shall inform the claimant about the above in writing indicating the circumstances and the legal basis justifying total or partial refusal to pay the insurance benefit.
6. The insurer has a duty to make available to the parties referred to in para. 1 and to the injured party or to the beneficiary, the information and documents gathered to determine the insurer's liability or the amount of insurance benefit. The above persons may request the insurer to provide a written confirmation of the information made available, as well as may request preparation at their own expense of photocopies of documents and certification by the insurer of their being true copies of the original.
7. A lack of complete documentation required for the payment of the insurance benefit that prevents the determination of eligibility for the insurance benefit or of its amount shall be a basis for suspending the payment of insurance benefit until the missing documents have been submitted or it shall be a basis for refusal to pay the insurance benefit if the missing documents are not provided.
8. The insurance benefit shall be paid in Polish zloty and shall be an equivalent of amounts in other currencies, documented in the evidence of costs incurred, translated into PLN using the average rate of exchange published by the National Bank of Poland (NBP) prevailing on the date of issuance of the decision to pay the insurance benefit, within the sums insured.

## **Article 10. Complaints**

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1. The insuring party, the insured or the beneficiary may lodge complaints to the insurer's Complaints Department:
  - 1) in writing using traditional mail,

- 2) orally using the complaint form at the insurer's head office or at the Regional Office whose address details can be obtained at the insurer's helpline at 801 500 300,
  - 3) by calling the insurer's helpline at 801 500 300,
  - 4) via the application available at [www.tueuropa.pl](http://www.tueuropa.pl) – Customer Service Centre.
2. The current address details of the insurer can be found at [www.tueuropa.pl](http://www.tueuropa.pl).
  3. The insuring party, the insured and the beneficiary may request resolution of the case by the Financial Ombudsman or may apply for the conducting by the Financial Ombudsman of out-of-court proceedings to resolve disputes between customers of financial market entities and such entities and may use the assistance of Municipal and District Consumer Ombudsmen.
  4. Complaints shall be processed by the insurer within 30 calendar days from the date of receipt.
  5. In especially complicated cases making it impossible to process a complaint within the above-indicated period, the complainant shall be informed about the reason for the delay and about the expected date of response. The maximum period for processing of a complaint shall not exceed 60 calendar days from the date of receipt.
  6. A response to the complaint shall be given in writing or on another permanent data carrier. At the request of the complainant, the response may be given in an electronic form.
  7. The insurer is subject to supervision by Komisja Nadzoru Finansowego (the Polish Financial Supervision Authority).

## Article 11. Subrogation

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1. Upon payment of the insurance benefit the right of subrogation against the party responsible for the loss shall pass from the insuring party to the insurer, up to the amount of the insurance benefit paid (recourse claim).
2. If the insurer has covered only a part of the loss, the insured's claim shall have priority as regards satisfaction of the remaining portion of the loss before the insurer's claim.
3. The insured's claims referred to in para. 1 against persons with whom the insured shares a household or for whom the insured is responsible shall not pass to the insurer, unless the responsible party acted intentionally.
4. The insured shall assist the insurer in pursuing damages against the parties responsible for the loss by providing the necessary information and documents.
5. If the insured, without the insurer's consent, waives the insured's rights against third parties in connection with the damage caused, the insurer may refuse to pay the insurance benefit in whole or in part or may demand reimbursement of the insurance benefit paid.

## Article 12. Withdrawal from a contract of insurance

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1. Where a contract of insurance has been concluded for a period exceeding 6 months, the insuring party may withdraw from the contract:
  - 1) within 30 days from the date of conclusion of the contract of insurance, if the insuring party is a natural person and the conclusion of the contract of insurance is a legal act not connected directly with the business or professional activity of the insuring party,
  - 2) within 7 days from conclusion of the contract of insurance if the insuring party is an entrepreneur.
2. Where the contract of insurance has been concluded by means of distance communication and in which the insuring party is a consumer, the withdrawal period is 30 days from the date on which the insuring party was notified about the conclusion of the contract of insurance. The insuring party who is a consumer may not withdraw from a contract of insurance if the contract of insurance has been concluded for a period shorter than 30 days.
3. Withdrawal from the contract of insurance does not relieve the insuring party from the duty to pay the insurance premium for the period during which the insurer provided insurance cover.
4. In the case of withdrawal, the insuring party shall be entitled to reimbursement of a portion of the insurance premium for the period of unused insurance coverage.

## Article 13. Notices and representations

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1. Any notices and representations exchanged between the parties to the insurance relationship created on the basis of GCI shall be made in writing, unless the contract of insurance or GCI provide otherwise or unless the insured/claimant requests another form of communication.
2. The parties shall inform each other about each change of details given in the contract of insurance by making a declaration on amending their details for the purposes of insurance.

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

### Article 14. Subject matter of insurance of medical treatment, rescue and transportation

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The subject matter of insurance covers:

- 1) costs of medical treatment,
- 2) costs of rescue,
- 3) services and costs of transporting the insured, within the scope set forth in these GCI.

### Article 15. Scope of coverage for medical treatment

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

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

### Article 16. Scope of coverage – costs of rescue

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1. Rescue coverage includes the necessary and documented costs that arose and were incurred during the insurer's period of liability in connection with a rescue or search operation conducted by specialised rescue services in order to save the life or health of the insured who suffered a sudden illness or accident while travelling aboard.
2. Via the Assistance Centre, the insurer shall cover the costs of search and rescue operations conducted by specialised rescue services with respect to the insured. Search time shall mean the time from reporting the insured missing to finding him/her or to discontinuation of the search with respect to the insured. Rescue services shall mean emergency medical assistance provided from the moment of finding the insured to the time of transporting the insured to the nearest hospital.
3. The upper limit of the insurer's liability shall be **€ 5,000**.

### Article 17. Scope of coverage – costs of transportation

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1. Insurance of the costs of transportation covers the necessary and documented costs incurred and paid during the period of the insurer's liability by the insured who, while travelling abroad, suffered from a sudden illness or accident, with such costs paid for:
  - 1) **organisation and transport of the insured from the place of the accident or stay to an outpatient clinic or hospital**; via the Assistance Centre the insurer shall select the hospital, book a bed and shall organise transport to the hospital, if the insured's condition so requires,
  - 2) **organisation and transport of the insured between healthcare facilities** if the medical facility in which the insured is hospitalized does not provide medical services adequate for the insured's condition, in accordance with a written order of the physician in charge of the treatment,
  - 3) **organisation and transport of the insured to the place of stay during a trip abroad** after the provision of medical assistance, if the attending physician so recommends; the insurance benefit does not include non-medical transport,
  - 4) **organisation and transport of the insured's body to the place of burial in the country of residence or burial of the insured at the place of the trip abroad**, if the insured died during a trip abroad; the insurer shall reimburse the costs of repatriation of the insured's body to a place of burial in the country of residence or the costs of burial at the place of the trip abroad - up to **€ 2,500**; the costs of repatriation of the insured's body also include the purchase of a transport coffin, sanitary costs (cold room, embalming), administrative costs (consular costs, permits), transport of the luggage of the insured and costs of the autopsy; if it is required by local transport regulations, the cost of purchase of a transport coffin abroad shall be covered by the insurer up to a limit of **€ 1,500**,
  - 5) **organisation and transport of the insured back to the country of residence or a hospital in the country of residence**,

- if the insured's health does not permit the use of the previously planned means of transport; the decision as to whether the insured may be transported shall be made by the Assistance Centre physician together with the physician in charge of the treatment; the insured shall be transported after having received medical assistance enabling the continuation of treatment in the country of residence and the transportation shall be provided using a means of transport appropriate for the insured's condition; if the physician in charge of the treatment decides that transport is possible but the insured does not agree for being transported to the country of residence then the insured shall not be entitled to any further insurance benefits.
2. Notwithstanding Article 5 (3), if return transport to the country of residence is impossible due to medical contraindications, the insurer shall cover the costs of hospitalization (up to the sum insured) until such time when the insured's condition improves sufficiently to enable transportation.

## Chapter III. Travel Assistance

### Article 18. Travel Assistance - subject matter and scope of coverage

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

to the insured in contacting the bank keeping the insured's bank account; acting via the Assistance Centre, the insurer shall not be liable for the effectiveness of such efforts,

- 4) **provision of assistance in the event of loss of travel documents;** in the event of theft, loss or damage during a trip abroad to documents necessary for the insured during such trip, via the Assistance Centre, the insurer shall provide information about the procedure required to have new documents issued or to obtain other documents necessary during the trip to be used instead of the lost or damaged ones, with the insurer not bearing any responsibility for the effects of such efforts,
  - 5) **organisation and coverage of the costs of transport of minor children** to their place of residence in the country of residence or to the place of residence of the person appointed by the insured to care for the children in the country of residence; in the event of hospitalization of the insured travelling with the insured's minor children who are not accompanied during the insured's hospitalization by any person of legal age; via the Assistance Centre, the insurer shall cover the costs of a railway or bus ticket or, if a trip by rail or bus (excluding stopovers) would last longer than 15 hours, of an economy class air ticket; transport of the children shall take place under the care of the Assistance Centre; in such case the insured will have to agree to this type of service and will have to indicate a person who will take over the care of the children when the transport is completed; if the insured's consent cannot be obtained for reasons outside the insured's control, consular procedures in force in the country in question shall be followed,
  - 6) **assistance in the recovery and rerouting of luggage,** if the insured's luggage is lost during a trip abroad, via the Assistance Centre, the insurer shall contact the relevant entity and (if recovery of the luggage is possible) shall organise rerouting of the luggage to the insured's place of stay.
6. The **Optimum** option of travel assistance insurance includes the options available under the **Mini**, **Standard** and **Standard Plus** options as well as the following services:
- 1) **organisation and coverage of the costs of trip of an accompanying person,** if the insured, for reasons relating to the insured's health, is transported to the country of residence; via the Assistance Centre, the insurer shall organise and cover additional costs of transport to the country of residence of an accompanying person necessary to repatriate the insured to the country of residence, provided that the above has been recommended in writing by the physician in charge of the insured's treatment abroad or by the Assistance Centre physician and up to a limit of **€ 1,000**,
  - 2) **organisation and coverage of the costs of accommodation and meals for the person accompanying the insured** whose presence is necessary to take care of matters relating to the insured's return to the country of residence and to take care of the insured until return or transportation to the country of residence; via the Assistance Centre, the insurer shall organise and cover the costs of accommodation and meals of the accompanying person for a period not exceeding **7 days**, up to **€ 100** per day,
  - 3) **organisation and coverage of the costs of visit of a person called to accompany** if the insured is hospitalized for a period exceeding 7 days; via the Assistance Centre, the insurer shall organise and cover the costs of round trip transport for one person called to accompany the insured; via the Assistance Centre, the insurer shall cover the costs of a rail or bus ticket or, or economy class air ticket if the trip by rail or by bus (excluding stopovers) would last longer than 15 hours; via the Assistance Centre the insurer shall additionally organise and cover the costs of accommodation of the person called to accompany the insured for a maximum period of **7 days** and up to **€ 100** per day; maximum liability under the visit of the person called to accompany the insured shall not exceed **€ 2,000**,
  - 4) **organisation and coverage of the costs of replacement driver;** via the Assistance Centre, the insurer shall organise and cover the costs of hiring a person with a driving licence who will transport the insured and/or persons accompanying the insured during the trip if, as a result of an accident or sudden illness, the insured's condition, certified by a physician, does not allow the insured to drive and the accompanying person does not have the required qualifications or is unable to drive; via the Assistance Centre, the insurer shall cover justified costs of hiring a replacement driver up to **€ 500**; the return trip shall be along the shortest route; via the Assistance Centre the insurer shall not cover the costs of fuel, motorway tolls or parking,
  - 5) **organisation and coverage of the costs of transport of the insured's significant others** travelling with the insured to the country of residence, in the event of the insured's death or hospitalization; via the Assistance Centre, the insurer shall cover the costs of a rail or bus ticket or, if the trip by rail or bus (excluding stopovers) would last longer than 15 hours, of an economy class air ticket, provided that the originally planned means of transport cannot be used,
  - 6) **organisation and coverage of the costs of interruption of a foreign trip of the insured;** via the Assistance Centre, the insurer shall organise and cover the costs of the insured's return to the country of residence up to **€ 1,200** if the originally planned means of transport cannot be used and the insured has to suddenly interrupt his trip for the following reasons:
    - a) accident, sudden illness requiring hospitalization of the insured's significant other, if the above took place in the country of residence,
    - b) death of a significant other,
    - c) serious damage to the property of the insured or to premises used by the insured for his business activity in the country of residence, caused as a result of fire, natural disasters or as a result of a crime, and in connection with which legal and administrative procedures are necessary for which the insured's presence is required,via the Assistance Centre, the insurer shall cover the costs of a rail or bus ticket or, if the trip by rail or bus (excluding stopovers) would last longer than 15 hours, of an economy class air ticket,
  - 7) **coverage of necessary and justified costs connected with a delayed flight;** in the event of cancellation or delay of an inter-

national scheduled flight by a professional air carrier by at least 5 hours (excluding charter flights) the insurer shall reimburse the insured (holding a valid air ticket) for necessary and justified expenses which are not covered by the carrier starting from the 6th hour of waiting for the flight, up to **€ 200**.

7. The following are the conditions for receiving travel assistance:
  - 1) prompt notification of the Assistance Centre about the occurrence of an insured event and about the type of assistance required,
  - 2) provision of information enabling the Assistance Centre to contact the insured,
  - 3) following the telephone instructions provided by the Assistance Centre.
8. The Assistance Centre shall cover the costs of telephone calls between the insured and the Assistance Centre incurred by the insured in connection with the insured events. The costs of telephone calls shall be reimbursed on the basis of telephone bills submitted by the insured.

## **Article 19. Exclusions of liability for medical insurance, costs of rescue, transportation and travel assistance**

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1. The insurer's liability is excluded in cases specified in Article 7.
2. Insurance coverage does not include the costs of medical treatment and transportation if the insured acted against a decision of the Assistance Centre agreed with the physician in charge of the treatment provided abroad. The above exclusion does not include situations where the insured's health condition prevented him from contacting the Assistance Centre.
3. Unless the scope of coverage of the costs of medical treatment, rescue and transportation and travel assistance has been extended, the insurer shall not be liable for damage caused by:
  - 1) chronic diseases,
  - 2) engaging in high-risk sports,
  - 3) engaging in extreme sports,
  - 4) engaging in competitive sports,
  - 5) performance of dangerous physical work.
4. The insurer shall not reimburse the costs of treatment if the insured had medical contraindications to travelling abroad or if before the date of departure there had been indications for a surgery or hospitalization, if they contributed to the occurrence of an event generating costs of medical treatment, rescue and transportation.
5. The insurer shall not be liable for the costs of:
  - 1) prophylactic vaccinations, except for preventive treatment of a sudden case of tetanus and rabies,
  - 2) conservative dental treatment, except for emergencies requiring immediate medical assistance referred to in Article 15 (4),
  - 3) continuation of treatment of conditions which had existed before the conclusion of the contract of insurance or which had started in the previous period of insurance,
  - 4) treatment not connected with medical assistance provided in the event of a sudden illness or accident,
  - 5) treatment of diseases which had been the cause of the insured's hospitalization in the six months preceding the signature of the contract of insurance; this exclusion does not apply to the consequences of chronic diseases if coverage had been extended to include that risk,
  - 6) treatment exceeding the scope of medical services necessary to restore the insured's health to a condition permitting transport of the insured or his/her return to the country of residence; the decision whether transport of the insured is possible shall be taken by the physician of the Assistance Centre together with the physician in charge of the insured's treatment,
  - 7) pregnancy or childbirth taking place after the 32nd week of pregnancy,
  - 8) artificial insemination or any other form of infertility treatment,
  - 9) purchase of contraceptives, termination or abortion of pregnancy, except for uterine curettage recommended by the doctor in charge of the treatment following idiopathic miscarriage,
  - 10) plastic surgery and cosmetic treatments,
  - 11) treatment of chronic diseases, neoplastic diseases, except when the neoplastic disease had not been diagnosed before the trip abroad and manifested itself during the trip abroad with symptoms requiring emergency or life-saving medical assistance; the above exclusion does not apply to consequences of chronic diseases if coverage had been extended to include that risk,
  - 12) treatment of sexually transmitted diseases, venereal diseases, AIDS and HIV positive patients,
  - 13) epidemics,
  - 14) repair and purchase of prostheses (including dental prostheses), glasses, hearing aids and other rehabilitation equipment, except for the purchase of crutches,
  - 15) special diet of the insured, purchase of tonics and other drugs routinely taken by the insured, vaccinations, massages, baths, inhalations, kinesitherapy, insolation, even if any of the above was recommended by a physician,
  - 16) using by the insured during the insured's hospitalization of above standard services (e.g. TV sets),
  - 17) treatment, hospitalization or accommodation when, in the opinion of the physician of the Assistance Centre, the start of treatment may be postponed until the insured's return to the country of residence,
  - 18) examinations which are not necessary to diagnose or treat the illness, follow-up examinations, as well as costs of obtaining

doctor's certificates,

- 19) sanatorium treatment, therapy, prevention, physiotherapy,
- 20) treatment procured independently by the insured,
- 21) treatment by a physician being the insured's family member, unless he or she is the physician indicated by the Assistance Centre to be in charge of the treatment abroad,
- 22) treatment and medications not officially recognised by conventional medicine,
- 23) treatment and stay at care homes, hospices, rehabilitation centres, sanatoriums and spas, preventoria, rehabilitation centres and hospital rehabilitation units.

## **Article 20. Procedure for obtaining an insurance benefit under medical treatment, rescue, transportation and travel assistance**

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1. Regardless of the duties specified in Article 8 which shall apply accordingly, to obtain an insurance benefit the insured should:
  - 1) immediately report the insured event to the Assistance Centre: by phone or by fax; where the insurance benefit involves reimbursement of costs, the insured shall obtain information about acceptance of coverage or reimbursement of costs before taking any action; if occurrence of the insured event is impossible to be reported directly by the insured, such reporting may be done by a person acting on behalf of the insured,
  - 2) give the following details requested by the Assistance Centre necessary to provide assistance or information: full name, as well as details regarding the place of stay, enabling the Assistance Centre to contact the insured,
  - 3) follow the instructions of the Assistance Centre,
  - 4) try to alleviate the impact of the insured event,
  - 5) in the case of personal injuries, enable access of the physicians authorised by the insurer to all medical information related to the reported insured event,
  - 6) enable the Assistance Centre to perform the activities necessary to determine the circumstances of the loss, legitimacy and size of the claim and to secure the evidence of the event and to provide the required assistance and explanations,
  - 7) take the measures available to secure the subject of insurance and to prevent damage or to reduce its size,
  - 8) to safeguard the possibility of pursuing damages against the parties responsible for the damage.
2. If for reasons beyond their control, such as fortuitous event or force majeure, the insured or the person acting on the insured's behalf had not contacted the Assistance Centre, they should, within 5 days from the date on which it was possible, notify the Assistance Centre about the costs incurred and should send the documentation confirming the occurrence of the insured event, subject to para. 3.
3. In the event of infringement due to wilful misconduct or gross negligence of the duties specified in para. 1 (1) and in para 2, the insurer may reduce the insurance benefit correspondingly if the infringement contributed to increasing the loss or prevented the determination of the circumstances and consequences of the event.
4. If the insured, due to wilful misconduct or gross negligence, has not taken the measures specified in para. 1 (8), the insurer shall be released from liability for the losses thus incurred.

## **Article 21. Procedure for the provision of insurance benefits under medical insurance, rescue, transportation and travel assistance**

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1. The insured shall be entitled to insurance benefits in amounts specified in the concluded contract of insurance.
2. After the Assistance Centre has been notified about the occurrence of an event and after an employee of the Assistance Centre has confirmed that the event is a covered event, the Assistance Centre shall provide the insurance benefit included in the scope of coverage in accordance with these GCI.
3. Reimbursement of costs under medical insurance, rescue, transportation and travel assistance shall be made by way of payments directly to the issuers of the relevant bills
4. If the insured had to cover the costs himself because the medical facility refused to honour the settlement method set forth in the GCI, the insurer shall reimburse such costs to the insured or to the person who has paid them.

## **Chapter IV. Accident insurance**

### **Article 22. Subject and scope of coverage under accident insurance**

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1. The subject matter of coverage includes the risks associated with accidents in the scope defined in these GCI.
2. The insurer shall cover the following risks:
  - 1) death,
  - 2) permanent disability,of the insured due to an accident.

3. The insurer shall be liable for events specified under para. 2 above which occurred during the period of liability.

### **Article 23. Exclusions of liability for accident insurance**

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1. The insurer's liability is excluded in cases specified in Article 7.
2. The term accident shall not include the following events caused by processes occurring inside the human body, such as: cardiac infarction, haemorrhage, stroke, acute cardiopulmonary arrest, cerebral haemorrhage.
3. Insurance coverage does not include the consequences of accidents that occurred due to:
  - 1) inadequate treatment or procedures performed in an inadequate manner on the insured,
  - 2) infection, except when the wounds sustained in an accident caused infecting the insured with a pathogenic virus or bacteria; with slight abrasions of the skin or mucosa not regarded as wounds sustained in an accident; the consequences of viral or bacterial infections being a result of abrasion in an accident or in the subsequent period are not covered. The above exclusion does not apply to: rabies and tetanus,
  - 3) food poisoning caused by consuming liquid or solid substances,
  - 4) abdominal or inguinal hernias, unless they occurred as a result of an accident,
  - 5) damage to intervertebral discs, internal organ bleeding, unless caused by an accident,
  - 6) epilepsy attacks, loss of consciousness caused by a disease.
4. Permanent disability and death shall not be considered as consequences of an accident if they occurred more than 24 months from the accident.
5. Unless the scope of coverage has been extended, the insurer shall not be liable for the consequences of accidents caused by:
  - 1) chronic diseases,
  - 2) engaging in high-risk sports,
  - 3) engaging in extreme sports,
  - 4) engaging in competitive sports,
  - 5) performance of dangerous physical work.

### **Article 24. Procedure for obtaining an insurance benefit under accident insurance**

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1. Regardless of the duties specified in Article 8 which shall apply accordingly, to obtain an insurance benefit:
  - 1) the insured/beneficiary shall submit a notification about the insured event/claim for payment of insurance benefit: electronically via the insurer's website, by phone or in writing,
  - 2) the insured shall notify the insurer about the end of treatment and rehabilitation and shall attach the medical documentation produced during treatment and rehabilitation; after the end of the treatment the insurer may refer the insured for a medical examination conducted in Poland by a medical board that will determine the degree of permanent disability; the insured shall submit to the medical board the entire medical documentation in the possession of the insured and shall subject himself/herself to the examination; the insurer shall cover the costs of the insured's appearance for the medical examination before the medical board, including the costs of the insured's travel in Poland and the fees of the physicians; the costs of travel by means of transport other than public transport shall be reimbursed provided that the choice of such other means of transport was justified,
  - 3) the beneficiary shall attach the medical documentation of the treatment and rehabilitation of the insured (if the beneficiary is in the possession of such documentation or may obtain it in accordance with the law in force), a copy of a short death certificate and, where the beneficiary has been appointed by name – the beneficiary's identity document; where there has been no person indicated by name, the family member applying for benefit payment shall also deliver a document confirming their affinity or consanguinity with the insured.
2. In the event of infringement due to wilful misconduct or gross negligence of the duties specified in para. 1 (1) the insurer may reduce the insurance benefit correspondingly if the infringement contributed to increasing the loss or prevented the determination of the circumstances and consequences of the accident.

### **Article 25. Procedure for providing insurance benefit under accident insurance**

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1. A claim under accident insurance will be regarded as legitimate if it has been determined that there exists a cause and effect relationship between the accident and the death or permanent disability.
2. The cause and effect relationship referred to in para. 1 as well as the degree of permanent disability shall be determined on the basis of medical documentation delivered and on the basis of results of an examination conducted by a physician appointed by the insurer. The degree of permanent disability shall be determined on the basis of the disability score table used when deciding about the consequences of accidents at work and on the way to work, attached to the Regulation of the Minister of Labour and Social Policy of 18 December 2002 (item 1974).
3. The degree of permanent disability shall be determined immediately upon completion of treatment of the insured, taking into account the period of rehabilitation treatment ordered by a physician.

4. If the insured has received a disability benefit and then died within 12 months from the date of the accident as a result of the same insured event, then:
  - 1) the death benefit shall be paid to the beneficiary only if it is higher than the benefit paid previously to the insured in connection with permanent disability,
  - 2) the benefit payable to the beneficiary will be reduced by the amount previously paid to the insured.
5. If the insured had died prior to determining the degree of permanent disability and his/her death had not been in a causal relationship with the accident, the amount of benefit payable to the beneficiary shall be determined by the insurer on the basis of probable degree of disability of the insured established based on medical documentation and on the opinions of the physicians.
6. If the insured died as a result of an accident, the insurer shall determine the amount of and entitlement to the insurance benefit and the beneficiaries on the basis of:
  - 1) documents necessary to determine the legitimacy and amount of the claim,
  - 2) death certificate of the insured together with documents indicating the cause of death, documents confirming the beneficiaries' consanguinity or affinity to the insured or on the basis of other documents proving that they are the insured's successors, unless the beneficiary is a person who does not possess such documents and is unable to obtain them under the generally applicable mandatory Polish law.
7. The death benefit payable in connection with the insured's death shall be paid by the insurer to the beneficiary.

## Chapter V. Luggage insurance

### Article 26. Subject matter and scope of luggage insurance

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1. The subject matter of luggage insurance is the risk of loss of luggage or diminution in value of luggage as a result of destruction or damage caused by circumstances listed under para. 3 below.
2. The scope of coverage includes loss or diminution in value as a result of destruction or damage of:
  - 1) luggage under direct care of the insured,
  - 2) entrusted luggage, not under direct care of the insured.
3. Subject to the provisions of para. 4, luggage under direct care of the insured shall be covered in the event of loss or diminution in value caused by destruction or damage, only when they occurred as a result of:
  - 1) documented robbery,
  - 2) documented burglary at the place of accommodation (excluding tents), from a locked cabin of a vessel or caravan, from a locked boot or luggage hatch in a motor vehicle,
  - 3) accident of a transport vehicle,
  - 4) accident or sudden illness of the insured leading to the insured's loss of control over his/her luggage,
  - 5) fire and other fortuitous events such as hurricane, flood, lightning, explosion, rain storm, avalanche, earthquake, impact of aircraft and discharge, leakage or overflow of water from plumbing systems.
4. Entrusted luggage which is not under direct care of the insured shall be covered in the event of loss or diminution in value caused by destruction or damage, provided that:
  - 1) it has been left in baggage claim (against receipt),
  - 2) it has been entrusted to a professional carrier for carriage on the basis of a carriage document,
  - 3) it has been stored in a locked individual left luggage facility at a railway station or in a hotel.

### Article 27. Exclusions of liability for luggage insurance

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1. The insurer's liability is excluded as per Article 7.
2. Luggage coverage does not include:
  - 1) items made of silver, gold, precious and synthetic stones, platinum and other metals of the platinum group, silver and gold coins and precious organic substances, pearls, amber and precious corals and gold, silver and platinum scrap and bullion,
  - 2) furs,
  - 3) watches,
  - 4) monetary assets, securities, savings bank books and savings bonds, all kinds of payment cards and public transportation tickets, keys,
  - 5) documents and manuscripts, musical instruments, items of scientific or artistic value,
  - 6) works of art, antiques and collectors' collections,
  - 7) computer software, data on data carriers, video games with accessories,
  - 8) binoculars with accessories,
  - 9) hunting arms and trophies including cases,
  - 10) propellants, car accessories and equipment of trailers and boats,
  - 11) items in quantities indicating that they are for sale,

- 12) items used in commercial, service or production activities,
  - 13) sports gear,
  - 14) bicycles, trailers, caravans and other transport vehicles except for pushchairs and wheelchairs,
  - 15) property inside a motor vehicle or trailer,
  - 16) medical equipment, medications, glasses, contact lenses, prostheses and other medical apparatus and rehabilitation equipment,
  - 17) food products and foodstuffs and all kinds of stimulants.
3. Unless the scope of luggage insurance had been extended, electronic equipment shall be excluded from coverage.
  4. The insurer shall not be liable for damage:
    - 1) involving a destruction or theft of motor vehicle equipment,
    - 2) caused as a result of larceny or theft using counterfeit keys,
    - 3) involving damage, destruction or loss of things in connection with using them, spontaneous ignition, spoilage or leakage, and for fragile items or items in glass packaging – breakage,
    - 4) which occurred in electrical devices and electrical apparatus as a result of their defects or as a result of operation of electric current during operation, unless the electric current caused a fire,
    - 5) involving exclusively a damage or destruction of suitcases, portmanteaus or other items of luggage,
    - 6) caused as a result of confiscation, detention or destruction by customs or other authorities,
    - 7) that was not reported to the police or carrier immediately upon discovery of the occurrence of the insured event as per Articles 28 (1) (1) and 28 (1) (2).
  5. The payment of the insurance benefit due shall be each time reduced by **€ 30**.

### Article 28. Procedure to receive an insurance benefit under luggage insurance

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1. Regardless of the duties specified in Article 8 which shall apply accordingly, to obtain a luggage insurance benefit the insured shall:
  - 1) if the loss was caused as a result of events referred to in Article 26 (1) (1), Article 26 (1) (2) or Article 26 (1) (3), notify the police immediately after becoming aware of the event and obtain a written confirmation of such notification, including a detailed list of the items lost,
  - 2) immediately notify the carrier about each loss caused to the luggage entrusted for carriage or when using public transportation if the luggage was under direct care of the insured and obtain a written confirmation of the such notification,
  - 3) immediately notify the administration about every loss event at the place of accommodation of the insured and obtain a written confirmation of such notification,
  - 4) immediately submit a filled out claim form to the Assistance Centre; for lost luggage the claim form should additionally include a written certificate from the carrier confirming the loss of the luggage including information about whether the luggage has been found and about the amount of compensation for lost luggage paid by the carrier to the insured,
  - 5) at the request of the Assistance Centre, deliver the luggage damaged during the accident.
2. If the previously stolen or damaged items are recovered, the insured shall immediately notify the Assistance Centre and shall return the benefit paid in connection with such items or shall transfer ownership of such items to the insurer.
3. In the event of infringement due to wilful misconduct or gross negligence of the duties specified in para. 1 (4), the insurer may reduce the insurance benefit correspondingly if the infringement contributed to increasing the loss or prevented the determination of the circumstances and consequences of the accident.

### Article 29. Rules for providing insurance benefits under luggage insurance

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1. In case of occurrence of a covered event the insurer shall pay an insurance benefit up to the sum insured.
2. In the event of a total loss, the compensation paid shall be equal to the actual value of the luggage lost.
3. In the case of damage of items forming part of the luggage, the insurance benefit shall be equal to the costs of repair of such items. If the costs of repair exceed the value of the item, the insurer shall pay an insurance benefit equal to the actual value of such item.
4. The actual value of an item shall mean an amount for which an item with the same purpose, standard and quality may be bought, less diminution in value of such item.

## Chapter VI. Third party liability insurance

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

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1. The subject matter of insurance is third party liability of the insured within the scope laid down in these GCI.
2. Subject to Article 31, the insurer shall be liable for personal and property damage caused to third parties as a result of a tort committed in private life within the insurer's liability period.

3. The scope of coverage also includes third party liability associated with engaging in adventure tourism during the insurer's liability period, subject to the provisions of para. 6 and 7.
4. The contract of insurance includes damage caused by an accident that occurred during the period of insurance, with all the losses being a consequence of the same event or resulting from the same cause, regardless of the number of persons injured, being regarded as a single event and assumed to have occurred at the time of the first loss.
5. The upper limit of the insurer's liability for personal and property damage in private life shall be the guaranteed sum with a reservation that for property damage the limit is 20% of the guaranteed sum.
6. As regards third party liability associated with engaging in adventure tourism, the limit of the insurer's liability shall be **€15,000** with a reservation that for property damage the limit shall be 20% of the guaranteed sum.
7. Where insurance coverage has been extended upon payment of an additional premium to include:
  - 1) engaging in high-risk sports,
  - 2) engaging in extreme sports,
  - 3) engaging in competitive sports,the limit of liability specified in para. 6 above shall apply also to the sports categories listed above.

## Article 31. Exclusions of liability under third party liability insurance

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1. The insurer's liability is excluded as per Article 7.
2. The insurer shall not be liable for:
  - 1) claims exceeding the scope of statutory third party liability of the insured and being a result of a contract concluded by the insured or any special promises made by the insured,
  - 2) damage caused by the insured to significant others or to persons for whom the insured is responsible,
  - 3) damage caused in connection with the possession of, driving, using or starting motor vehicles, aircraft and vessels,
  - 4) claims arising as a result of infringement of legal regulations, criminal claims, claims for punitive damages, compensation and for exemplary damages,
  - 5) loss or damage of property owned by the insured or of property of another person, entrusted, hired, borrowed or being under the custody or control of the insured or of persons for whom the insured is responsible,
  - 6) damage caused as a result of engaging in one's own profession or work or as a result of pursuit of a gainful activity,
  - 7) damage caused during hunting,
  - 8) claims in connection with transmitting a disease to another person,
  - 9) damage caused to the natural environment,
  - 10) damage caused by animals owned by the insured,
  - 11) damage caused as a result of owning and using any kind of weapons,
  - 12) damage for which the insured is liable as a result of contractual taking over of third party liability of a third party or as a result of extension of the scope of the insured's own third party liability under the law in force,
  - 13) damage to movables used by the insured under a contract of lease, loan or under another civil law contract for valuable consideration,
  - 14) events occurring in the country of residence.
3. Unless the scope of coverage under third party liability has been extended, the insurer shall not be liable for damage arising in connection with:
  - 1) engaging in high-risk sports,
  - 2) engaging in extreme sports,
  - 3) engaging in competitive sports,unless the above did not contribute to the occurrence of the insured event.
4. The insurer shall not be liable for damage caused as a result of:
  - 1) performance of dangerous physical work,
  - 2) chronic diseases,unless the above did not contribute to the occurrence of the insured event.
5. In the case of property damage, the insurance benefit shall be reduced by **€ 200**.

## Article 32. Procedure to receive an insurance benefit under third party liability insurance

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1. Regardless of the duties specified in Article 8 which shall apply accordingly, to obtain an insurance benefit the insured should:
  - 1) make a statement outlining the circumstances of the damage,
  - 2) try to find witnesses of the event,
  - 3) immediately, not later however than within 5 days from the date of return from the trip abroad, submit a written information to the Assistance Centre about the occurrence of the event that may make the insured liable under third party liability, providing the circumstances and causes of the damage and attaching the necessary documents relating to the circumstances of the event as well as own statement about the insured's liability for the damage,

- 4) immediately, not later however than within 3 days from the receipt of a claim for damages from a third party, notify the Assistance Centre in writing about such claim,
  - 5) notify the Assistance Centre in writing if criminal, administrative or other proceedings have been instituted against the insured or if a third party has brought a claim in court,
  - 6) deliver to the Assistance Centre a court's decision on the case relating to the event which was the source of the insured's liability.
2. If, in connection with the damage caused, the Assistance Centre has recommended in writing to take specified measures possible to be taken by the insured aimed at preventing other events in the future and the insured failed to comply with the recommendation, the insurer shall have the right to refuse payment of the insurance benefit or to reduce the insurance benefit for future damage caused by a similar event, unless the insured's non-compliance with the recommendation of the Assistance Centre did not contribute to the damage.
  3. Without the insurer's prior approval, satisfaction or acknowledgement by the insured of a claim for compensation of damage covered by third party liability insurance shall not have any legal effects on the insurer.

### Article 33. Rules for the provision of insurance benefits under third party liability insurance

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1. Under third party liability insurance within the limits of coverage, the insurer shall investigate the facts of the case as well as its legal aspects and shall decide on whether to admit the claim and pay the insurance benefit.
2. The insurer shall have the right at any time to pay a benefit under third party liability insurance equal to the guaranteed sum or equal to a sum sufficient to satisfy the claims connected with the event, thus relieving itself from the duty to provide further coverage or incur other costs.
3. Under third party liability insurance the insurer shall pay the benefit due to the beneficiary within the limits of the insured's third party liability coverage.

## Chapter VII. Komfortowa Kieszon (Comfortable Pocket) insurance

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

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1. The subject matter of insurance covers:
  - 1) keys,
  - 2) documents,
  - 3) wallet,
  - 4) mobile phone,
 within the scope set forth in these GCI.
2. For the purposes of this chapter, the subjects of insurance referred to in para. 1 above shall have the following meaning:
  - 1) **documents** – mean the following documents owned by the insured: personal ID card, passport, driving licence, vehicle registration document,
  - 2) **keys** – mean keys to the place of permanent residence of the insured,
  - 3) **wallet** – means the insured's wallet (without contents),
  - 4) **mobile phone** – means the mobile phone owned by the insured or used by the insured pursuant to a separate agreement, for the loss of which the insured is liable.
3. The insurer shall be liable for the event that arose during the insurer's period of liability i.e. for loss by the insured of the subject matter of insurance referred to in para. 1 above as a result of:
  - 1) burglary, or
  - 2) robbery.
4. The sum insured under Comfortable Pocket insurance shall be the upper limit of the insurer's liability and shall be **€ 250** for any and all events that occurred during the insurance period subject to limits of liability referred to in para. 5.
5. The insurer shall provide the following insurance benefits in the case of loss by the insured of the following items as a result of burglary or robbery:
  - 1) keys – within the guaranteed sum, the insurer shall reimburse the cost of purchase of a new lock of comparable quality and class, together with a set of keys or the cost of copying a set of keys,
  - 2) documents – within the guaranteed sum, the insurer shall reimburse the costs of issuance of new documents by a competent authority,
  - 3) wallet – within the guaranteed sum, the insurer shall reimburse the cost of purchase of a new wallet up to **€ 30**,
  - 4) mobile phone - within the guaranteed sum, the insurer shall reimburse the cost of purchase of a new telephone and the cost of issuance by a competent mobile operator of a duplicate of the insured's SIM card, up to **€ 100**.

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

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1. The insurer's liability is excluded as per Article 7.
2. The insurer's liability shall not include loss of items as a result of breaking into a vehicle or of items stolen together with a vehicle.
3. Under the cover provided, the insurer does not have a duty to cover all the losses incurred by the insured as a result of using by third parties of subjects of insurance after the insured had lost them as a result of burglary or robbery.

## Article 36. Procedure to receive an insurance benefit under Comfortable Pocket insurance

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1. Regardless of the duties specified in Article 8 which shall apply accordingly, to obtain an insurance benefit the insured should:
  - 1) report the event to the police immediately after becoming aware of it and obtain a written confirmation of such reporting,
  - 2) upon loss of a mobile phone as a result of burglary or robbery, immediately (not later than within 12 hours from the occurrence or from becoming aware of the event) block the IMEI and SIM codes with the relevant mobile network operator,
  - 3) if the event took place at the place of stay of the insured, immediately notify the management of such place and obtain a written confirmation of the notification.
2. If the insured, due to wilful misconduct or gross negligence, has not taken the measures specified in para. 1 (2), the insurer shall be released from liability for the losses thus incurred.

## Article 37. Rules for providing insurance benefits under Comfortable Pocket insurance

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1. Reimbursement of costs shall take place after the insured has submitted the relevant written claim to the insurer and after all the necessary documents have been delivered, such as:
  - 1) written confirmation of reporting to the police the loss of items listed in Article 34 (1) respectively as a result of burglary or robbery, with such reporting done within 24 hours from the occurrence of the event or the insured's becoming aware of the event,
  - 2) in case of loss of keys – purchase invoice for a new lock together with a set of keys or receipt confirming the copying of a set of keys,
  - 3) in case of loss of a wallet – purchase invoice for a new wallet,
  - 4) in case of loss of a mobile phone – confirmation of blocking with the relevant mobile network operator of IMEI and SIM codes in accordance with Article 36 (1) (2), and additionally:
    - a) in case of loss of a mobile phone owned by the insured – purchase invoice of the lost mobile phone and purchase invoice for the new mobile phone,
    - b) in case of loss of a mobile phone used by the insured pursuant to a separate agreement – purchase invoice for the lost mobile phone or agreement pursuant to which the insured used the mobile phone lost as well as the purchase invoice for the new mobile phone.

## Chapter VIII. Event ticket insurance

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

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

### Article 39. Procedure to receive an insurance benefit under event ticket insurance

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Regardless of the duties specified in Article 8 which shall apply accordingly, to obtain an insurance benefit the insured should:

- 1) immediately contact the Assistance Centre by phone,
- 2) deliver to the Assistance Centre the documentation evidencing the basis for the claim not later than within 7 days from the occurrence of the event. The documentation shall include:
  - a) unused original ticket for the event,
  - b) where there is no information on the ticket about its price, a document confirming the purchase of the event ticket together with information about its price,
  - c) in the case of return of the ticket to the organiser of the event, confirmation from the organiser of the event including the

amount of deduction in connection with cancellation of the event ticket,

- d) medical documentation of the treatment provided including medical examination results, serving as a basis for the insured's cancelled participation in the event and additionally a doctor's certificate.

## Article 40. Rules for providing insurance benefits under event ticket insurance

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1. The insurer shall pay the insurance benefit due provided that the unused event ticket does not bear any signs of using and in particular that it does not show any signs of mechanical damage.
2. The insurer shall not reimburse the cost of an unused event ticket if the insured was not admitted by the organiser of the event to the event area, in particular if the insured was under the influence of alcohol or intoxicants or psychotropic drugs.
3. In the event of return of the event ticket to the event's organiser, the insurance benefit shall be equal to the amount of deductions made by the event organiser, subject to the provisions of para. 4.
4. Payment of the insurance benefit due shall be each time reduced by **30%** of the value of insurance benefit, not less than by **€ 25**.

## Chapter IX. Sports gear insurance

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

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

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

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1. The insurer's liability is excluded as per Article 7.
2. Insurance coverage does not include damage involving a loss, destruction or damage to the sports gear caused by using such equipment.
3. Insurance coverage does not include damage involving a loss, destruction or damage to the sports gear bags.
4. The insurer shall pay the insurance benefit due if the value of the loss exceeds **€ 25**.

### Article 43. Procedure to receive an insurance benefit under sports gear insurance

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1. Regardless of the duties specified in Article 8 which shall apply accordingly, to obtain a sports gear insurance benefit the insured should:
  - 1) if the loss was caused as a result of events referred to in Article 41 (2) (1), Article 41 (2) (2) or Article 41 (2) (3), notify the police immediately after becoming aware of the event and obtain a written confirmation of such notification, including a detailed list of the sports gear items lost,
  - 2) immediately notify the carrier about each loss caused to the sports gear entrusted for carriage or when using public transportation, if the sports gear was under direct care of the insured and obtain a written confirmation of such notification,
  - 3) immediately notify the administration about every loss event at the place of accommodation of the insured and obtain a written confirmation of such notification,
  - 4) secure the evidence of the loss as well as items that were destroyed or damaged in order to make them available for inspection

by the Assistance Centre,

- 5) immediately submit a filled out claim form to the Assistance Centre; for lost sports gear the claim form should additionally include a written certificate from the carrier confirming the loss of the sports gear including information about whether the sports gear has been found and about the amount of compensation for lost sports gear paid to the insured by the carrier,
- 6) at the request of the Assistance Centre, deliver the sports gear destroyed or damaged during the event.
2. If the previously stolen or damaged items are recovered, the insured shall immediately notify the Assistance Centre and shall return the benefit paid in connection with such items or shall transfer ownership of such items to the insurer.
3. In the event of infringement due to wilful misconduct or gross negligence of the duties specified in para. 1 (4), the insurer may reduce the insurance benefit correspondingly if the infringement contributed to increasing the loss or prevented the determination of the circumstances and consequences of the accident.

#### Article 44. Rules for providing insurance benefits under sports gear insurance

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1. In case of occurrence of a covered event the insurer shall pay an insurance benefit up to the sum insured.
2. In case of total loss of sports gear, the insurer shall pay an insurance benefit equal to the actual value of the equipment.
3. In case of damage to the sports gear, the insurer shall pay an insurance benefit equal to the costs of repair. If the costs of repair are higher than the actual value of the sports gear, the insurer shall pay an insurance benefit equal to the actual value of the equipment.
4. The actual value shall mean an amount for which an item with the same purpose, standard and quality may be bought, less diminution in value of the sports gear lost.

## Chapter X. Car Assistance during a trip abroad

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

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For the purposes of this chapter, the following terms shall have the following meanings:

- 1) **vehicle breakdown** – shall mean an incorrect or inappropriate functioning of the vehicle, resulting from internal causes of mechanical, electrical, electronic or hydraulic origin, leading to its immobilization or preventing driving in a safe manner or in accordance with the regulations in force in the country in which the breakdown occurs, including in particular: failure of external light, battery, alarm, immobilizer, windscreen wiper and/or seatbelt; the term 'failure' does not include ongoing or periodic servicing, or delivery and/or installation of accessories;
- 2) **European part of Russia** - shall mean the Central Federal District, Northwestern Federal District (without Nenets Autonomous Okrug and Komi Republic), Volga Federal District, Volgograd Oblast, Rostov Oblast, Republic of Kalmykia, Astrakhan Oblast and Stavropol Krai;
- 3) **European part of Turkey** - shall mean the area from the Bosphorus, Sea of Marmara and Dardanelles; assistance is provided only in the European part of Istanbul;
- 4) **vehicle theft** - shall mean an act bearing all the hallmarks of the act defined in Article 278 of the criminal code in reference to the vehicle insured;
- 5) **the insured** - shall mean for the purposes of this chapter the driver and passengers travelling in the insured vehicle, in a number not greater than that recorded in the vehicle registration document and entitled to benefits under Car Assistance insurance;
- 6) **insured vehicle** – shall mean a passenger car, goods and passenger carrying vehicle, commercial or goods vehicle with a total permissible weight up to 3.5 tons, roadworthy for public roads and having a valid road safety test certificate, in which the insured is travelling and which is the insured's property or which the insured has a lawful right to use;
- 7) **vehicle immobilization** – a condition of the vehicle used by the insured which, as a result of an accident, breakdown, theft of some of its parts or equipment, makes operation of the vehicle on public roads impossible;
- 8) **mobilization of the vehicle** - shall mean removal in the vehicle of the cause that prevented further driving;
- 9) **vehicle accident** - shall mean a road event that immobilized the vehicle, preventing further driving in a safe manner or in accordance with the regulations of the country in which the event occurred, including in particular collision, overturning of the vehicle, fall from an escarpment, explosion and/or fire in the vehicle.

#### Article 46. Subject matter and scope of Car Assistance insurance during a trip abroad

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1. The subject matter of Car Assistance insurance includes organisation and coverage of the costs of providing by the insurer via the Assistance Centre of technical assistance, travel assistance and information services referred to in para. 4, 5 and 6 to the insureds upon the occurrence of certain insured events during the period of the insurer's liability and within the scope set forth in this chapter.
2. The geographical range of Car Assistance during a trip abroad includes the following countries: Andorra, Austria, Belgium,

Bulgaria, Bosnia and Herzegovina, Croatia, Montenegro, Czech Republic, Denmark, Estonia, Finland, France, Gibraltar, Greece, Spain, Holland, Ireland, Island, Lichtenstein, Lithuania, Latvia, Luxembourg, Macedonia, Malta, Monaco, Germany, Montenegro, Norway, Poland, Portugal, Romania, Russia (only European part), San Marino, Serbia, Slovakia, Slovenia, Sweden, Switzerland, Turkey (only European part), Vatican, Hungary, Great Britain and Italy.

3. Car Assistance during a trip abroad includes:
  - 1) technical services in the scope specified in para. 4 below,
  - 2) travel assistance services in the scope specified in para. 5 below,
  - 3) information services in the scope specified in para. 6 below.
4. **Technical services** shall include:
  - 1) **mobilization of the vehicle at the place of immobilization** – in the event of immobilization of the vehicle during a trip abroad, via the Assistance Centre the insurer shall arrange mobilisation of the vehicle at the place of immobilization and shall cover its costs; coverage does not include the costs of spare parts or other materials used to mobilise the vehicle; whether the vehicle can be mobilized at the place of the event shall be decided by a representative of the Assistance Centre,
  - 2) **towing of the vehicle** – if the vehicle becomes immobilized during a trip abroad and it is not possible to mobilize it at the place of immobilization as per subsection 1) above, via the Assistance Centre the insurer shall organize and cover the costs of towing the immobilized vehicle to the nearest Authorised Service Station or to the nearest car repair shop able to perform the repair for a price not exceeding **€ 500**; if the vehicle was immobilized on a motorway and the insured is using the services of specialist road emergency services not hired by the Assistance Centre, the insured shall cover the costs of such services; via the Assistance Centre the insurer shall reimburse the insured for the above costs on the basis of documents proving the costs paid up to the limits specified in this chapter,
  - 3) **parking** – if the vehicle becomes immobilized during a trip abroad and it is necessary to store the vehicle, via the Assistance Centre the insurer shall organise and cover the costs of parking of the insured vehicle in an attended parking lot for a period not exceeding **3 days** and up to **€ 150**,
  - 4) **replacement vehicle** – if the vehicle becomes immobilized during a trip abroad, via the Assistance Centre the insurer shall organise and cover the costs of renting a replacement vehicle for up to **3 days** if the insured vehicle has not been mobilized within **72 hours** from notifying the Assistance Centre about the event; via the Assistance Centre the insurer shall select a replacement vehicle taking into account local possibilities and shall cover the costs of renting category A, B or C vehicle in accordance with the standards used by car rental companies; via the Assistance Centre the insurer shall not cover the costs of fuel, additional insurance, toll and other additional charges relating to using the vehicle,
  - 5) **delivery of spare parts** – if the vehicle becomes immobilised during a trip abroad and it becomes necessary to deliver spare parts to repair the vehicle during the trip abroad, via the Assistance Centre the insurer shall organise the delivery of spare parts to the place of repair of the vehicle; coverage shall not include the costs of the spare parts, transport, customs charges and government levies,
  - 6) **scrapping of the vehicle** – in the event of an accident or theft of the vehicle during a trip abroad, via the Assistance Centre the insurer shall organise and cover the costs of scrapping the vehicle in the country in which the assistance event occurred if the cost of repair of the insured vehicle exceeds its value or the repair is impossible for technical reasons,
  - 7) **delivery of fuel** – if the vehicle becomes immobilized during a trip abroad due to lack of fuel, via the Assistance Centre the insurer shall organise the delivery of fuel; insurance coverage does not include the cost of the fuel.
5. **Travel assistance services** include:
  - 1) **hotel accommodation** – in the event of immobilisation of the vehicle during a trip abroad, via the Assistance Centre the insurer shall organise and cover the costs of accommodation of the insured including breakfast and trip to the hotel for a period not exceeding the actual time of repair of the vehicle if the vehicle cannot be repaired within **24 hours** from notifying the Assistance Centre about the event; the Assistance Centre shall organise and cover the costs of accommodation for a period not exceeding **3 days** and up to **€ 100** per day; coverage shall not include other costs connected with accommodation, such as in particular the costs of telephone calls and of other hotel services,
  - 2) **return home/continuation of the trip** – in the event of immobilization of the vehicle during a trip abroad, via the Assistance Centre the insurer shall organise and cover for the insured the costs of a first class railway or bus ticket or air ticket (economy class) to the place of the insured's residence in the country of residence or to the place of continuation of the trip when repair of the vehicle exceeds **72 hours** from the time the Assistance Centre was notified about the event,
  - 3) **collection of repaired vehicle** – in the event of immobilization of the vehicle during a trip abroad or recovery of a stolen vehicle, via the Assistance Centre the insurer shall organise and cover the costs of a one way first class railway or bus ticket for one person to collect the repaired vehicle if such repair lasts longer than **72 hours** from the time the Assistance Centre was notified about the event,
  - 4) **telephone interpreting** – in the case of an accident or theft during a trip abroad, via the Assistance Centre the insurer shall provide assistance to the insured including interpreter's assistance in making telephone calls about the event to the police, border services or health care facilities,
  - 5) **help in finding a lawyer** – in the case of an accident during a trip abroad, via the Assistance Centre the insurer shall provide information about law firms that could represent the insured in judicial proceedings against the insured in connection with the accident that occurred during the period of insurance; coverage does not include lawyer's fees,

- 6) **assistance in finding an interpreter** – in the case of an accident during a trip abroad, via the Assistance Centre the insurer shall organise the assistance of an interpreter during police investigations, in judicial proceedings instituted in connection with the involvement of the vehicle in an accident; coverage does not include the costs of the interpreter,
  - 7) **assistance with formalities connected with reporting the loss and filling out the accident form** – in the case of an accident or theft during a trip abroad resulting in immobilisation of the vehicle, via the Assistance Centre the insurer shall report the event by phone or electronically to the insurance company indicated by the insured and to the nearest police station.
6. **Information services** shall include:
- 1) **delivery of messages** – if the vehicle becomes immobilized during a trip abroad, via the Assistance Centre the insurer shall notify the person indicated by the insured about the immobilization of the vehicle,
  - 2) **information about car repair services** – if the vehicle becomes immobilized during a trip abroad, via the Assistance Centre the insurer shall provide information about authorised car repair chains, towing companies or car rental chains,
  - 3) **information about possibilities of renting a replacement vehicle** – if the vehicle becomes immobilized during a trip abroad, via the Assistance Centre the insurer shall provide information about the possibilities and terms of renting a replacement vehicle,
  - 4) **emergency road service information** – if the vehicle becomes immobilized during a trip abroad, via the Assistance Centre the insurer shall provide information about addresses and telephone numbers of emergency road service providers,
  - 5) **public transport information** – if the vehicle becomes immobilized during a trip abroad, via the Assistance Centre the insurer shall provide information about routes and timetables of trains, buses and planes,
  - 6) **accommodation information** – if the vehicle becomes immobilized during a trip abroad, via the Assistance Centre the insurer shall provide information about accommodation in hotels, motels and at camping sites.

## Article 47. Exclusions of liability under Car Assistance insurance during a trip abroad

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1. The insurer's liability is excluded as per Article 7.
2. The insurer will not provide the insurance benefit if:
  - 1) the provision of insurance benefits was prevented by: earthquake, flood, hurricane, forest fire, failure or lack of data communication infrastructure,
  - 2) the provision of insurance benefits was prevented due to intervention of local agencies responsible for help in road accidents, for security, environmental protection and decontamination or due to intervention of a fire brigade, police or customs authorities.
3. The insurer will not be liable for events caused by:
  - 1) theft or loss of car keys,
  - 2) overloading of the vehicle,
  - 3) using the insured vehicle contrary to its purpose.
4. The insurer shall not be liable for events that occurred:
  - 1) in vehicles intended for and/or used for the transport of: toxic products or toxic raw materials, hazardous or radioactive products – until the end of the efforts aimed to remove the hazard posed by the material being transported,
  - 2) in vehicles which at the time of occurrence of the assistance event did not have a valid roadworthiness test certificate.
5. The insurer's liability does not include property damage involving loss, damage to or destruction of items owned by the insured that occurred in connection with the accident.
6. The insurer shall not be liable for the provision of insurance benefits if immobilization of the vehicle was caused by parts fitted in the vehicle which are not recommended by the manufacturer of the vehicle.
7. The insurer shall not be liable for events that:
  - 1) were caused by untimely maintenance or technical inspection performed at a car service station and the resulting immobilization of the vehicle,
  - 2) occurred as a result of exceeding the permitted axle load and loading the vehicle with a trailer with weight exceeding the manufacturer's recommendations for the vehicle,
  - 3) are a result of a breakdown caused by unperformed repair of the vehicle after an intervention of the Assistance Centre.
8. The insurer shall not be liable for:
  - 1) damage caused to the cargo of vehicles covered by assistance and/or to the cargo of trailers and semitrailers,
  - 2) consequences of waiting for spare parts and for the satisfaction of other related claims of the insured,
  - 3) costs of mechanical repair performed by service stations,
  - 4) theft, damage or destruction of the cargo, luggage, personal items and items left in the vehicle during towing or performance of other insurance benefits under this insurance,
  - 5) costs of services provided by agencies responsible for the safety, environmental protection, decontamination, by the police, fire fighters or customs authorities,
  - 6) damage to property, personal injuries, lost profits, delays in cargo transport and for other losses connected with professional or business activity, arising in connection with the activities performed under this insurance.
9. Passengers carried for a fee shall not be entitled to benefits under Car Assistance insurance.

## Article 48. Procedure to obtain an insurance benefit under Car Assistance insurance during a trip abroad

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1. Regardless of the duties specified in Article 8 which shall apply accordingly, to obtain an insurance benefit the insured should:
  - 1) immediately report the insured event to the Assistance Centre by phone; if the insured event cannot be reported directly by the insured it may be reported by a person acting on the insured's behalf,
  - 2) give the information necessary to provide assistance or information including full name, make and model of the vehicle, as well as details regarding the place of stay, to enable the Assistance Centre to contact the insured,
  - 3) follow the instructions of the Assistance Centre,
  - 4) try to alleviate the impact of the insured event,
  - 5) enable the Assistance Centre to perform the activities necessary to determine the circumstances of the loss, legitimacy and amount of claim and provide the required assistance and explanations,
  - 6) present an ID document and give all information necessary to provide assistance services under the these GCI,
  - 7) grant powers of attorney to the representative arriving at the place of the accident to provide specified assistance services,
  - 8) refrain from ordering the provision of assistance services which are the responsibility of the insurer from other parties, unless the Assistance Centre has not started the provision of assistance services within 5 hours from the confirmation of the insured's entitlement to assistance services or when the Assistance Centre has approved the provision of the services by another person or entity.

## Article 49. Rules for the provision of insurance benefits under Car Assistance insurance during a trip abroad

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

## Chapter XI. Final provisions

1. The parties may agree to introduce to the contract of insurance additional provisions or provisions that are contrary to the ones laid down in these GCI. To be valid, such additional or contrary provisions shall be introduced in writing. In the case of contradiction between the provisions referred to in the preceding sentence and the provisions of the GCI, the additional or contradictory provisions shall prevail.
2. Any matters not regulated herein shall be governed by generally applicable mandatory Polish law.
3. Disputes under the contract of insurance may be settled amicably.
4. Action with respect to claims under the contract of insurance entered into on the basis of GCI may be brought either on the basis of the law on general jurisdiction or before a court competent over the place of residence of the insuring party, the insured, the beneficiary, the insured's successor or the beneficiary's successor.
5. Polish shall be the language of the relationship between the insuring party and the insurer.





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