

insurance

General Terms and Conditions of **Kontynenty Individual Travel Insurance**

**Individual Travel
Insurance**

index UT/13/07/17

więcej / niż standard



GTCI Form

Information prepared pursuant to Art. 17(1) of the Act of 11 September 2015
on Insurance and Reinsurance Activities

General Terms and Conditions of Kontynenty Individual Travel Insurance

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CHAPTER I GENERAL PROVISIONS

Introductory provisions

§ 1

1. These General Terms and Conditions of Kontynenty Individual Travel Insurance, hereinafter referred to as the "GTCl," shall apply to insurance contracts entered into by AXA Ubezpieczenia Towarzystwo Ubezpieczeń i Reasekuracji S.A., hereinafter referred to as the "Insurance Company," and natural or legal persons, or entities without legal personality, but with legal capacity.
2. The insurance contract may be concluded on the terms and conditions agreed by the Parties, different from the provisions of these GTCl.

Definitions

§ 2

The terms listed below shall have the following meaning in these GTCl:

- 1) **amateur summer and winter sports** – recreational sports practised in summer or winter in designated locations (on slopes, on runs or in water areas) such as: skiing, snowboarding, surfing, windsurfing, kitesurfing, wakeboarding, as well as team-building activities;
- 2) **travel luggage** – items that are the property of the Insured or remain in their possession during a trip abroad, used for personal purposes; single items transported as gifts are also regarded as travel luggage;
- 3) **ticket** – a travel document issued by or on behalf of the air, ferry or bus carrier, including the terms of the carriage contract, notices and sections referring to the travel and the passenger, provided that in the case of an air ticket it shall be an international or domestic air transport ticket (also a combined ticket), and in the case of a ferry or bus ticket it shall be an international ticket; in the case of the purchase of an electronic ticket, the travel document is a confirmation containing the ticket number and its price;
- 4) **Emergency Centre** – an organisational unit organising and providing assistance services specified herein to the Insured as well as dealing with loss settlement on behalf of the Insurance Company;
- 5) **cancer disease** – an illness involving an uncontrolled proliferation of an organ's tissue; this illness may be chronic or be manifested by sudden and acute symptoms;
- 6) **chronic disease** – an illness lasting for a long time - usually for months or years, treated continuously or periodically;
- 7) **torrential rain** – rain with a yield factor of at least 4, as determined by the Institute of Meteorology and Water Management (IMI GW), and in the absence of adequate information from the IMI GW, the occurrence of torrential rain shall be established on the basis of the actual circumstances and extent of damage at the location concerned or in the immediate vicinity;
- 8) **insurance type:**
 - a) family insurance – at least 3 persons covered by the insurance (1 adult + 2 children or 2 adults + 1 child), no more than 6 persons (2 adults + 4 children); children – persons between 1 day and 18 years of age,
 - b) group insurance – more than 10 persons covered by the insurance,
 - c) individual;
- 9) **hail** – precipitation consisting of ice lumps;
- 10) **hurricane** – wind with a velocity of at least 24 m/s, as determined by the Institute of Meteorology and Water Management (IMI GW), and causing mass damage, and in the absence of adequate information from the IMI GW, the occurrence of a hurricane shall be established on the basis of the actual circumstances and extent of damage at the location concerned or in the immediate vicinity;
- 11) **tourist event** – a tourist event within the meaning of the applicable provisions on tourist services;
- 12) **mass event** – a mass event within the meaning of the applicable provisions of the Act on the Safety of Mass Events;
- 13) **medical expenses** – costs necessary from the medical point of view and documented which were incurred by the Insured who had to undergo treatment due to sudden illness or personal accident during a trip abroad;
- 14) **travel cancellation costs** – cancellation costs resulting from a travel-related contract;
- 15) **country of residence** – a country other than the Republic of Poland in which the Insured has a permanent place of residence, provided that the country of residence is not the country where the person is staying for the purpose of education or the business trip;
- 16) **avalanche** – a violent sliding or tumbling down of snow, ice, mud, rocks or stones from slopes in mountainous or undulating terrain;
- 17) **outpatient treatment** – health services provided by lawfully operating health care service providers to persons not requiring continuous treatment 24 hours a day or every day;
- 18) **conservative dentistry** – treatment of caries and necrosis, endodontic therapy, changing impaired fillings, treatment of gum illnesses (periodontal treatment, tartar removal);
- 19) **sudden illness** – a morbid condition occurring suddenly and unexpectedly, which puts the life or health of the Insured at risk, requiring immediate medical assistance;
- 20) **consequence of chronic or cancer disease** – sudden intensification (increase) of chronic or cancer disease with an acute course after crossing the border of the Republic of Poland or the country of residence, requiring immediate medical assistance, as a result of which there was a need for treatment before the end of the trip abroad;
- 21) **personal accident** – a sudden event caused by an external factor, as a result of which the Insured sustained a bodily injury or a disorder of the health, or died, regardless of his will;
- 22) **relative:**
 - a) a spouse, cohabitant, children (also adopted), siblings, parents, parents-in-law, grandparents, grandchildren and adoptive, daughter-in-law, son-in-law,
 - b) other adults travelling together with a minor (child), provided that they are related to the child by blood;
- 23) **travel participant (travelling companion)** – a person accompanying the Insured during the travel, applied for a common contract for participation in a tourist event or other travel-related contract, provided that the rental price of the house or apartment is indicated in the contract jointly for the specified number of persons;
- 24) **assisting person** – a person travelling with the Insured and indicated by him to accompany him during medical treatment or transport;
- 25) **person summoned for assistance** – a relative of the Insured residing in the Republic of Poland or country of residence, indicated by him to visit the place of the event to accompany the Insured during the medical treatment in the absence of the assisting person;
- 26) **hospital stay** – hospital treatment lasting continuously at least 24 hours;
- 27) **trip abroad** – stay of the Insured outside the borders of Poland and country of residence, which commences the moment of crossing the border to leave the Republic of Poland or the country of residence by the Insured and ends the moment the Insured returns to the Republic of Poland or the country of residence;
- 28) **flood** – flooding of areas as a result of rising water levels in flowing or standing water channels or flooding of areas caused by torrential rain;
- 29) **manual work** – undertaking or performing gainful activities by the Insured regardless of the legal basis of employment, except for the work of coach drivers and intellectual work (office, scientific work); manual work is also non-gainful activity, such as volunteer work,

internship in a workshop or a factory; if the work of the Insured is manual work and intellectual work at the same time, the work of the Insured is regarded as manual work;

- 30) **robbery** – taking of property by force or threat of immediate violence towards the Insured or by leaving them unconscious or defenceless;
- 31) **premium** – the amount arising from the insurance contract the Policyholder shall pay to the Insurance Company;
- 32) **extreme sports** – sport activities that require extraordinary skills and abilities, courage and facing high level of risk, including in particular air sports (sky diving, bungee jumping, hang gliding, gliding, and aircraft pilotage) as well as mountain biking, speleology, ski jumping, mogul skiing, freestyle skiing, and heli-skiing;
- 33) **high-risk sports** – motor sports (quad biking, snowmobiling and riding other land vehicles), power boating (water scootering, water skiing, riding motor boats and other water sports which use motor vehicles), horseback riding, polo, hunting, scuba diving, rafting or other water sports practised on mountain rivers, mountain climbing, indoor and outdoor climbing, martial arts and all kind of defensive sports, trekking at altitudes above 3000 m above sea level, skiing or snowboarding outside the pistes designated for that purpose;
- 34) **sports equipment** – equipment that is owned by the Insured, related to the sports discipline that the Insured will practise during a trip abroad: skis to practise all varieties of skiing with boots and ski poles, a board for all varieties of snowboarding with boots, a board for all varieties of surfing along with a sail (windsurfing) or kite (kite-surfing), a wakeboarding board, a bike, or specialist equipment used for scuba diving;
- 35) **Parties** – the Insurance Company and the Policyholder;
- 36) **sum insured** – an upper limit of the Insurance Company's liability defined for particular types of risks;
- 37) **hospital** – an in-patient health care institution operating in accordance with applicable provisions of law, whose task is to provide medical health care services and treatment as well as surgeries by qualified nurses and physicians 24 hours a day; a hospital shall not mean a social care facility, psychiatric hospital, hospice, alcohol, drug and other substance abuse clinic, sanatorium, spa, recreation or rehabilitation centre;
- 38) **Insurance Company** – AXA Ubezpieczenia Towarzystwo Ubezpieczeń i Reasekuracji S.A. with its registered office in Warsaw;
- 39) **permanent health impairment** – permanent bodily injury of the Insured caused by a personal accident while under insurance coverage, while this bodily injury shall mean a permanent defect of the structure or function of an organ or limb;
- 40) **Policyholder** – a natural or legal person, or an organisational unit without legal personality, but having legal capacity, which concludes an insurance contract and is obliged to pay the premium;
- 41) **Insured** – a natural person on whose account the insurance contract has been concluded;
- 42) **insurance contract** – an insurance contract entered into by and between the Insured and the Insurance Company;
- 43) **travel-related contract** – a contract for participation in a tourist event concluded with a travel agency, a hotel booking contract, an apartment or holiday home booking contract, a yacht rental or charter contract, a cruise participation contract, a car rental contract, a conference, training or course participation contract, a contract for participation in a mass event;
- 44) **Beneficiary** – a person authorised to receive the benefit in the case of death of the Insured, designated by name by the Insured; if at the time of the Insured's death there is no Beneficiary or all of the Beneficiaries have lost their entitlement to the benefit, the following persons are entitled to receive the benefit, in the following order:
- spouse – in full, or in his/her absence
 - children – equally in the absence of the spouse, or in their absence
 - parents – equally in the absence of the spouse and children, or in their absence

- siblings – equally in the absence of the spouse, children and parents, or in their absence
- heirs – in the parts they inherit from the Insured, in the absence of the spouse, children, parents and siblings;

45) territorial scope of insurance:

- area N – neighbouring countries (Republic of Belarus, Czech Republic, Republic of Lithuania, Federal Republic of Germany, Slovak Republic, Ukraine and the Kaliningrad Region),
- area A – Europe (Republic of Albania, Principality of Andorra, Republic of Austria, Republic of Belarus, Kingdom of Belgium, Bosnia and Herzegovina, Republic of Bulgaria, Republic of Croatia, Republic of Cyprus, Czech Republic, Kingdom of Denmark, Republic of Estonia, Republic of Finland, French Republic, Republic of Greece, Kingdom of Spain with the Canary Islands, Ireland, Republic of Iceland, Principality of Liechtenstein, Republic of Lithuania, Grand Duchy of Luxembourg, Republic of Latvia, the former Yugoslav Republic of Macedonia, Republic of Malta, Republic of Moldova, Principality of Monaco, Kingdom of the Netherlands, Kingdom of Norway, Portuguese Republic, Russian Federation, Federal Republic of Germany, Romania, Republic of San Marino, Republic of Serbia, Republic of Montenegro, Slovak Republic, Republic of Slovenia, Swiss Confederation, Kingdom of Sweden, Republic of Turkey, the Holy See, Ukraine and the Kaliningrad Region, Republic of Hungary, the United Kingdom of Great Britain and Northern Ireland, and Italian Republic),

c) area B – the whole world,

in each case except for the territory of the Republic of Poland and the country of residence of the Insured;

- 46) **practising professional and competitive sports** – practising sports regularly and intensively, i.e. participation in training practice, competitions, fitness camps due to membership in sport clubs as well as profiting from this sport activity, participating in trips to places of extreme climate or natural conditions or in expeditions, i.e. organised travels aimed at fulfilling the assigned sports or scientific tasks;

47) insurance incident:

- in an insurance of medical and immediate assistance expenses – sudden illness or personal accident and the incidents specified in the GTCI that oblige the Insurance Company to arrange and provide immediate assistance services,
- in a personal accident insurance – a personal accident,
- in a travel luggage and sports equipment insurance – the fortuitous events and other incidents specified in the GTCI and resulting in damage, destruction or loss of luggage or sports equipment, as well as delay in delivery of luggage in Medium, Large and XLarge variants,
- in a private third-party liability insurance – illegal act or omission, constituting an offence,
- in a travel cancellation or interruption insurance – the incidents specified in the GTCI and resulting in the need to cancel or interrupt the travel.

Subject and scope of insurance

§ 3

- The subject and scope of the insurance depends on the version and variant of insurance according to which the insurance contract has been concluded.
- The subject of insurance may be the following:
 - medical and immediate assistance expenses (KL risk code);
 - consequences of accident (NNW risk code);
 - travel luggage (BP risk code);
 - private third-party liability (OC risk code);
 - sports equipment (SS risk code);
 - travel cancellation or interruption costs (KRIT risk code).

3. An insurance contract may be concluded in the following insurance variants:
 - 1) **XSmall variant** (area N – neighbouring countries)
 - a) medical and immediate assistance expenses (basic scope),
 - b) consequences of personal accidents;
 - 2) **Small variant** (area A – Europe)
 - a) medical and immediate assistance expenses (basic scope),
 - b) consequences of personal accidents,
 - c) travel luggage;
 - 3) **Medium variant** (area A – Europe)
 - a) medical and immediate assistance expenses (extended scope),
 - b) consequences of personal accidents,
 - c) travel luggage and delay in delivery of travel luggage;
 - 4) **Large variant** (area B – the whole world)
 - a) medical and immediate assistance expenses (extended scope),
 - b) consequences of personal accidents,
 - c) travel luggage and delay in delivery of travel luggage,
 - d) third-party liability;
 - 5) **XLarge variant** (area B – the whole world)
 - a) medical and immediate assistance expenses (extended scope),
 - b) consequences of personal accidents,
 - c) travel luggage and delay in delivery of travel luggage,
 - d) third-party liability.

The Large and XLarge variants differ in the amount of sums insured specified in the table in § 34 sec. 3.

4. An insurance contract may be concluded in one of the two insurance variants: **TRAVEL** or **TRAVEL SPORT**. The TRAVEL and TRAVEL SPORT insurance variants differ from each other in the option of sports activity insurance. The TRAVEL version does not include the option to insure any sports activity. In the TRAVEL SPORT version all the Insured are under insurance coverage for practising amateur summer and winter sports and there is an option for insurance for the following sports activities after payment of an additional premium:
 - 1) practising high-risk sports (SWR risk code);
 - 2) practising professional and competitive sports (ZS risk code);
 - 3) practising extreme sports (SE risk code); it is also possible to additionally insure:
 - 4) sports equipment;
 - 5) third-party liability associated with practising sports.
5. Notwithstanding the version and variant of insurance, each Insured may be included in the insurance coverage for the travel cancellation or interruption costs.
6. The insurance coverage under the insurance contract shall only apply to insurance incidents that have taken place within the area that is covered by the territorial scope of insurance.
7. The insurance version and variant and territorial scope of insurance are specified in the policy.

CHAPTER II INDIVIDUAL INSURANCES

A. MEDICAL AND IMMEDIATE ASSISTANCE EXPENSES – basic scope

Subject and scope of insurance

§ 4

The subject of insurance are the following costs incurred as a result of sudden illness or personal accident that occurred during a trip abroad:

- 1) medical expenses;

- 2) costs of transport to the Republic of Poland or the country of residence;
- 3) costs of transport of the body to the burial site within the territory of the Republic of Poland or the country of residence;
- 4) costs connected with organising and providing immediate assistance;
- 5) rescue costs (only for TRAVEL SPORT version).

Medical expenses

§ 5

1. The insurance covers medical expenses necessary from the medical point of view and documented, which were incurred by the Insured who had to undergo treatment due to a sudden illness or an accident during a trip abroad.
2. The Insurance Company shall cover the following costs if documented to the limit of the sum insured for medical and immediate assistance expenses:
 - 1) medical consultation, including the transport of a physician from the nearest health care facility if the health of the Insured so requires;
 - 2) transport of the Insured from the place of accident or sudden illness to the nearest hospital or health care facility, and transport from the medical facility to the place abroad when the Insured stays; the limit for transport costs from the medical facility to the place of stay abroad shall be EUR 100;
 - 3) transport of the Insured to another medical facility if the medical facility where the Insured is being treated is not providing medical care appropriate to the health condition of the Insured, as per written instructions of the attending physician;
 - 4) outpatient treatment, i.e. outpatient tests and procedures, medicines (except for vitamins, strengthening drugs, supplements, beauty creams and ointments) and dressing agents prescribed by the attending physician;
 - 5) hospital stay, i.e. treatment, therapy and surgeries which could not be postponed until return to the Republic of Poland or the country of residence due to health condition; the Emergency Centre chooses a hospital which suits health condition of the Insured best, organises transport to the hospital by medical transport service, informs the hospital about terms of payment and keeps contact with the hospital;
 - 6) dentistry treatment in the case of sudden inflammatory conditions to the total limit of an equivalent of EUR 250 for all illnesses requiring immediate medical assistance, occurring within the term of insurance coverage;
 - 7) repair or purchase of glasses, dentistry prostheses and auxiliary materials if their damage was connected with personal accident, while these costs are covered by the Insurance Company up to the amount not exceeding 10% of the sum insured of medical expenses and immediate assistance;
 - 8) incurred on a hyperbaric chamber in medically justified cases, provided that the insurance premium has been paid for an increased risk of scuba diving (high-risk sports – SWR code); the provision above shall apply to insurance in TRAVEL SPORT version.
3. Benefit limits defined in sec. 2 shall apply to:
 - 1) with regard to one Insured and
 - 2) for all insurance incidents that have occurred in total throughout the whole insurance period.

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

§ 6

1. The insurance covers all necessary and documented costs of medical transport of the Insured to the Republic of Poland or the country of residence – to a health care facility or the place of residence, as a result of sudden illness or accident if it is necessary due to the health condition of the Insured and if the Insured was transported as according to the written instructions of the attending physician.
2. The insurance also covers all necessary and documented costs of transport of the Insured to the Republic of Poland or the country of residence after the end of treatment if the Insured cannot continue travelling or return to the country by the previously planned means of transport, according to the instructions of the attending physician.
3. If the cost of transport to the country of the Insured's place of residence exceeds the cost of transport to the Republic of Poland then the Insurance Company's liability limit shall be the amount of cost of transport to the Republic of Poland.

§ 7

1. In case the Insured dies during a trip abroad and their death resulted from an accident or a sudden illness, the Insurance Company shall cover the costs of:
 - 1) transport of the body of the Insured to a burial place in the Republic of Poland or the country of residence or costs of burial abroad;
 - 2) purchase of a coffin or an urn and costs of cremation.
2. The Insurance Company shall cover the costs of purchase of a coffin, or the costs of cremation and purchase of an urn through the Emergency Centre as agreed with the Claimants. The liability limit shall be in the case of:
 - 1) purchase of a coffin – the equivalent of EUR 1250;
 - 2) cremation – the equivalent of EUR 1250; the amount shall be the upper limit for the purchase of an urn and cremation.
3. The means of transport of corpses is chosen by the Emergency Centre, in agreement with the Insured's relatives.

Costs connected with organising and providing immediate assistance

§ 8

As part of organising and providing immediate assistance, the Insurance Company guarantees the following services and benefits:

- 1) **24h duty of the Emergency Centre**
- 2) **Information services**

The Emergency Centre shall provide the Insured with information on: customs and visa regulations, documents required during entry to and stay in a particular country, recommended vaccinations, car rental, accommodation opportunities, weather and climatic conditions.

- 3) **Assistance in the event of theft or loss of documents**

In the event of theft or loss of credit cards or eurocheques of the Insured during a trip abroad, the Emergency Centre shall provide assistance in blocking a personal account, which shall include providing the Insured with an appropriate phone number to the bank managing the bank account of the Insured or informing the bank managing the bank account of the Insured about said theft or loss. The Insurance Company shall not be liable for the effectiveness or correctness of the account blocking process carried out by the bank or for any damage resulting therefrom.

In the case of theft or loss of or damage to the documents that the Insured needs during a trip abroad, the Emergency Centre shall provide information about the actions that must be taken to obtain substitute documents.

- 4) **Costs of accommodation and board of an assisting person**

If the Insurance Company covers the costs of the hospital stay of the Insured and this stay exceeds the initial return date of the Insured to the Republic of Poland or the country of residence, then the Insurance Company shall additionally cover the costs of board and accommodation of an assisting person. These costs shall be covered up to the equivalent of EUR 100 per day for up to 7 days.

- 5) **Travel costs of person summoned for assistance**

If the Insurance Company covers costs of hospital stay of the Insured for more than 7 days and there is no assisting person above 18 years of age, then the Insurance Company shall additionally cover return costs of travel of the person summoned for assistance, residing in the Republic of Poland or the country of residence, up to the equivalent of EUR 1000. The Insurance Company shall cover the costs of a train or bus ticket or, if the travelling time by these means of transport exceeds 12 hours, an air ticket in economy class. Additionally, the Insurance Company shall cover the costs of accommodation and board up to the equivalent of EUR 100 per day for up to 7 days.

Rescue costs (only for TRAVEL SPORT version)

§ 9

The insurance covers required and documented costs incurred for rescue or search activities (rescue costs) carried out by specialized rescue services to save the life or health of the Insured who was involved in a personal accident (which does not have to result in permanent bodily injury) during a stay outside the borders of the Republic of Poland or the country of residence or contracted a sudden illness while carrying out any sports activity. Rescue costs shall include:

- 1) costs of search activities carried out by specialised rescue services;
- 2) costs of first medical aid in the place of incident;
- 3) costs of transport from the place of accident to the nearest medical care point required by the health condition using specialised means of transport such as sled, helicopter, toboggan, or motor boat.

B. MEDICAL AND IMMEDIATE ASSISTANCE EXPENSES – extended scope

Subject and scope of insurance

§ 10

Extended scope of insurance coverage shall be the same as in the basic scope of:

- 1) medical expenses (§ 5);
- 2) costs of transport to the Republic of Poland or the country of residence (§ 6);
- 3) costs of transport of the body to the burial site within the territory of the Republic of Poland or the country of residence (§ 7);
- 4) costs connected with organising and providing immediate assistance (§ 8), the coverage in this respect shall be extended to include the costs specified in § 11 below;
- 5) rescue costs (§ 9).

Costs connected with organising and providing immediate assistance

§ 11

In the extended variant, as part of organising and providing immediate assistance, the Insurance Company also guarantees the following services and benefits:

- 1) **Continuation of travelling**

If the health condition of the Insured after the end of hospitalisation due to a sudden illness or an accident permits continuation of travelling, the Emergency Centre shall, at the request of the Insured,

organise and cover the costs of transport of the Insured from the place of hospitalisation to the next stage of the trip to continue travelling. The costs of transport shall be covered up to the equivalent of EUR 500.

2) **Costs of relatives transport**

If the Emergency Centre arranges the medical transport of the Insured or transport of the body to the Republic of Poland or the country of residence, the costs of transport to the Republic of Poland or the country of residence (railway or bus ticket, or, if the travelling time by these means of transport exceeds 12 hours, an air ticket in economy class) shall be arranged and covered, up to the limit of EUR 1000, for each family member of the Insured under insurance coverage resulting from the same insurance contract as the Insured, provided that the originally planned means of transport can not be used.

3) **Providing care to children under age**

In the case of death of the Insured, or if the Insurance Company covers the costs of hospital stay of the Insured who has travelled with children under age and has not been accompanied by any other adult, then additionally the costs of transport of the children to the Republic of Poland or the country of residence (railway or bus ticket, or, if the travelling time by these means of transport exceeds 12 hours, an air ticket in economy class) shall be arranged and covered, up to the limit of EUR 1000, for each child under insurance coverage resulting from the same insurance contract as the Insured, provided that the originally planned means of transport can not be used. The children are transported under supervision of an Emergency Centre representative.

4) **Costs in the case of early return of the Insured to the Republic of Poland or the country of residence**

If the Insured must suddenly return earlier to the Republic of Poland or the country of residence and the initially planned means of transport cannot be used, the Insurance Company shall cover the costs of a train or bus ticket or, if the travelling time exceeds 12 hours, an air ticket in economic class, up to the limit of EUR 1000. The Insured is entitled to this benefit only in the event of:

- a) documented, sudden, serious illness or an accident resulting in hospital stay or death of a relative of the Insured,
- b) a serious fortuitous event in the Insured's place of residence (i.e. fire or flood in the flat of the Insured or burglary to this flat) proven by proper documentation, causing the necessity to take legal or administrative actions requiring the presence of the Insured.

5) **Legal aid**

If during a trip abroad the Insured needs legal assistance for acts of crime or other misdemeanours in the country where they are staying, the Emergency Centre, at the request of the Insured, pays the fee for the lawyer and organises and pays the fee for an interpreter, up to the total limit of EUR 2000.

If the proceedings against the Insured reveal that the Insured has acted deliberately, which resulted in the legal problem, the Insured must reimburse the Insurance Company for the costs of legal assistance (lawyer and interpreter fees).

Insurance coverage shall not include those matters connected with the work performed by the Insured, their business activity, their operation of a mechanical vehicle or criminal activity.

6) **Flight delay**

In the event of at least a 5-hour delay or cancellation of an international scheduled flight organised by a professional carrier for which the Insured has a valid ticket, the Insurance Company reimburses the Insured for the necessary expenses incurred that are not covered by the carrier, beginning from the sixth hour of delay confirmed by the carrier, up to the PLN equivalent of EUR 200. Chartered flights are not covered by the insurance.

The necessary expenses shall mean the purchase of necessities such as clothing, toiletries and groceries as well as the cost of additional accommodation booking and transport from and to the airport.

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

Sum insured

§ 12

The sum insured as well as the limits and sub-limits of the sum insured for medical expenses and immediate assistance are defined in the table in § 34.

Limitation and exclusion of liability

§ 13

1. The Insurance Company shall not be held liable for medical expenses, costs of transport to the Republic of Poland or the country of residence, transport of the body, immediate assistance and rescue costs with regard to the Insured if there were any medical contraindications beforehand for a trip abroad.
2. Notwithstanding the general exclusions referred to in § 41, insurance coverage shall not include medical expenses, costs of transport to the Republic of Poland or the country of residence, transport of the body as well as costs of organising and providing immediate assistance and rescue costs if they were incurred due to:
 - 1) treatment not connected with medical assistance provided as a result of sudden illness or personal accident;
 - 2) treatment, hospital stay or accommodation if the treatment can be commenced after the Insured has returned to the Republic of Poland or the country of residence;
 - 3) treatment exceeding the scope of medical services necessary for the Insured to regain a health condition that would make their return to the Republic of Poland or the country of residence possible;
 - 4) sanatorium treatment, therapies in holiday homes or addiction treatment facilities, stays in spa centres and hotels;
 - 5) psychoanalytical treatment and psychotherapy;
 - 6) treatment of diseases or consequences of personal accidents that were diagnosed before the conclusion of the insurance contract;
 - 7) running tests that were not necessary to diagnose or treat an illness or control tests (except for the 1 follow-up visit after an illness that started during a trip abroad) and tests for medical certificates and preventive vaccinations;
 - 8) plastic surgeries and cosmetic procedures;
 - 9) treatment of mental disorders, congenital disorders, STDs and AIDS, even if they were not treated before;
 - 10) special nutrition of the Insured, massages, baths, inhalations, therapeutic gymnastics, irradiation (even if recommended by a doctor) and other rehabilitation and physical therapy procedures;
 - 11) abortion procedure;
 - 12) childbirth that took place within two months before the due date;
 - 13) artificial fertilisation, any other infertility treatment and purchase of birth control agents;
 - 14) use of services other than standard ones during the hospital stay (room of higher standard, use of radio, TV, use of hairdresser's or cosmetic services, etc.);
 - 15) conservative and implant dentistry treatment (except for sudden inflammations specified in § 5 sec. 2(6));
 - 16) treatment with drugs not approved by conventional medicine.

3. Insurance coverage in the TRAVEL version shall also not apply to the following risks:
 - 1) practising amateur summer and winter sports (AS code);
 - 2) practising high-risk sports (SWR code);
 - 3) practising professional and competitive sports (ZS code);
 - 4) practising extreme sports (SE code).
4. In the TRAVEL version, the insurance coverage shall not apply to the risks listed below, unless an additional premium has been paid for them:
 - 1) performing manual work abroad (PF code);
 - 2) consequences of chronic and cancer diseases (CP code).
5. In the TRAVEL SPORT version, the insurance coverage shall not apply to the risks listed below, unless an additional premium has been paid for them:
 - 1) practising high-risk sports (SWR code);
 - 2) practising professional and competitive sports (ZS code);
 - 3) practising extreme sports (SE code);
 - 4) consequences of chronic and cancer diseases (CP code).
6. In the TRAVEL SPORT insurance version, the insurance coverage shall not apply to manual work abroad (PF code).
7. Inclusion of the risk of extreme sports in insurance coverage shall also result in inclusion of high risk sports as well as professional and competitive sports in insurance coverage, without the need for additional premiums, and in the case of combining additional sports risks (SWR, ZS, SE codes) the highest premium increase covers all sport risks covered by a lower increase.

D. CONSEQUENCES OF PERSONAL ACCIDENTS

Subject and scope of insurance

§ 14

1. The subject of insurance shall be the life and health of the Insured during trips abroad.
2. The Insurance Company shall pay following benefits:
 - 1) in the case of death of the Insured as a result of an accident that took place during the trip abroad – compensation of 100% of the sum insured for the consequences of accidents, provided that the Insured died within 12 months from the date of the accident;
 - 2) if the Insured sustained a permanent health impairment due to a personal accident that occurred during a trip abroad – the benefit established as the product of the sum insured for consequences of accidents and the percent of the permanent health impairment specified in the table below.

Table of the level of permanent health impairment

Item	Type of body injury	Permanent health impairment as a percentage	
		right*	left*
1	Skull fracture:		
a	bones of the skull	1–20	
b	face bones – jaw, zygomatic bone	1–20	
2	Mandible fracture	1–15	
3	Nasal bone fracture	1–10	
4	Tooth loss (for each tooth):		
a	crown loss (at least half of a crown)	0,5	
b	crown loss with maintained root	1	
c	total tooth and root loss	2	

Item	Type of body injury	Permanent health impairment as a percentage	
		right*	left*
5	Spinal fracture:		
a	cervical spine	1–40	
b	thoracic spine	1–25	
c	lumbar region	1–35	
6	Fracture of sternum	1–10	
7	Rib fracture	1–5	
8	Fracture of bones comprising the pelvis (excluding the tail bone):		
a	in the anterior segment (pubis bone and ischium)	5–15	
b	The front and the back (Malgaigne type)	10–35	
9	Femur fracture (within the proximal epiphysis, the neck and the body)	5–55	
10	Fracture (intraarticular) of the distal epiphysis of femur or of the proximal epiphysis of tibia	1–30	
11	Tibia fracture	5–40	
12	Fibula fracture	1–5	
13	Kneecap fracture	5–40	
14	Tibia and fibula (both shank bones) fracture	5–40	
15	Calcaneus fracture	1–25	
16	Talus bone fracture	1–20	
17	Tarsus bone fracture	1–15	
18	Metatarsal bone fracture	1–15	
19	Fracture of a big toe	1–12	
20	Fracture of toes from II to V (for each toe)	1–3	
21	Total loss of a lower limb in the area of:		
a	hip joint	75	
b	thigh	70	
c	knee joint	65	
d	shin	50	
22	Total loss of a foot	40	
23	Total loss of a big toe (in the case of partial loss – $\frac{1}{3}$ of the value for each phalanx bone)	6	
24	Total loss of toe from II to V (in the case of partial loss – $\frac{1}{3}$ of the value for each phalanx bone)	2	
25	Fracture of a scapula	1–40	1–35
26	Fracture of the clavicle	1–15	1–10
27	Fracture of proximal epiphysis of the humerus	1–30	1–20
28	Fracture of the body of the humerus	5–45	5–40
29	Fracture (intraarticular) of the distal epiphysis of the humerus or of the proximal epiphysis of the radial bone or the proximal epiphysis of the ulna	1–25	1–20
30	Fracture of the ulna body or radial bone body	1–30	1–25
31	Fracture (intraarticular) of the distal epiphysis of the ulna or of the distal epiphysis of the radial bone	1–25	1–20

Item	Type of body injury	Permanent health impairment as a percentage	
		right*	left*
32	Fracture (intraarticular) of the distal epiphyses the radial bone and ulna (both forearm bones)	1–35	1–30
33	Wrist and metacarpus fracture	1–25	1–20
34	Fracture in the thumb area	1–20	1–15
35	Fracture of the index finger	1–15	1–12
36	Fracture within the area of finger III to V (for each finger)	1–10	1–7
37	Total loss of an upper limb in the area of:		
a	shoulder	75	65
b	arm	70	60
c	forearm	65	55
d	wrist	55	45
38	Total loss of a thumb (in the case of partial loss – $\frac{1}{3}$ of the value for each phalanx bone)	20	15
39	Total loss of an index finger (in the case of partial loss – $\frac{1}{3}$ of the value for each phalanx bone)	15	10
40	Total loss of a finger from III to V (in the case of partial loss – $\frac{1}{3}$ of the value for each phalanx bone)	5	4
41	Total loss of sight in both eyes	100	
42	Total loss of sight in one eye	40	
43	Total loss of sight in one eye without the loss of the eye	35	
44	Total loss of one auricle	10	
45	Total loss of hearing in both ears	60	
46	Total loss of hearing in one ear	20	
47	Total loss of speech	100	
48	Total loss of the tongue	40	
49	Total loss of the nose (including nasal bones)	15	
50	Total loss of smell	10	
51	Total loss of a lung	30	
52	Total loss of a kidney	35	
53	Total loss of the stomach	20	
54	Total loss of the spleen	15	
55	Total loss of the uterus	40	
56	Total loss of a mammary gland	25	
57	Total loss of an ovary or testicle	20	
58	Total loss of the phallus	35	
59	Chronic quadriplegia	100	
60	Chronic paraplegia	80	
61	Concussion	5	
62	Cerebral contusion	10	
63	Second-degree burn of up to 1% of the total body surface area	1–5	
64	Second-degree burn of 1-15% of the total body surface area	6–20	

Item	Type of body injury	Permanent health impairment as a percentage	
		right*	left*
65	Second-degree burn of 16-30% of the total body surface area	21–35	
66	Second-degree burns of over 30% of the total body surface area	36–100	
67	Third-degree burn of up to 5% of the total body surface area	1–20	
68	Third-degree burn of 6-10% of the total body surface area	21–50	
69	Third-degree burn of over 10% of the total body surface area	51–100	
70	Burn of the respiratory tract treated in hospital	1–100	
71	Second or higher degree of frostbite (for each finger or toe)	5	
72	Second or higher degree of frostbite – more than one finger or toe	15	
73	Second or higher degree of frostbite of the nose or ear	20	
74	Damage to integuments of the face (scars and losses)	1–20	
75	Scars of chest integuments	1–20	
76	Scars of abdomen integuments	1–20	
77	Scars of integuments for an upper or a lower limb	1–15	

* injuries to left-handed persons is determined according to the percentages specified for the right side

Determining the benefits

§ 15

1. Permanent health impairments within the meaning of the GTCI shall be only such impairments that are mentioned in the permanent health impairment table.
2. Types and amounts of the benefits due shall be determined after establishing a causal link between a sudden event caused by an external factor and death or permanent health impairment of the Insured.
3. The level of permanent health impairment is determined by physicians appointed by the Insurance Company based on the medical documentation. In disputable cases the Insurance Company reserves the right to refer the Insured to the medical board examination, the costs of which shall be incurred by the Insurance Company.
4. The level of permanent health impairment should be determined immediately after the treatment has ended, taking into account the recommended improvement treatment but not later than within 24 months after the date of the personal accident. The decision may be issued earlier if the level of permanent health impairment can be determined without any doubt.
5. In the case of a loss or an injury of an organ or system whose functions was already limited before the accident due to an illness or disability, the level of permanent health impairment shall be determined as the difference between the level of permanent health impairment for the organ or system after the accident and the level of permanent health impairment existing before the accident.
6. If the Insured died due to reasons unrelated to the accident and the level of permanent health impairment had not been determined before, this level shall be defined by physicians appointed by the Insurance Company.

7. The total level of permanent health impairment is equal to the number of percentage points established for particular types of permanent health impairment, but their total value cannot exceed 100%.
8. If the Insured sustained a permanent health impairment due to an accident and then died as a result of the same accident, the Insurance Company shall only pay the benefit related to death. If the Insurance Company has already paid a benefit related to a permanent health impairment before the Insured's death, the death benefit shall be provided only when it is higher than the amount of the benefit related to the permanent health impairment that has been already paid, and it shall be the difference between 100% of the sum of the accident insurance and the amount of the benefit related to permanent health impairment that has already been paid.

Sum insured for consequences of personal accidents

§ 16

The sum insured as well as the limits and sub-limits of the sum insured for the consequences of personal accidents are defined in the table in § 34.

Limitation and exclusion of liability

§ 17

1. Notwithstanding the general exclusions referred to in § 41, the Insurance Company shall not be held liable in the case of:
 - 1) medical treatment undergone by the Insured, unless it was connected with treatment of the consequences of a personal accident and was instructed by a physician;
 - 2) poisoning with solid or liquid substances that entered the body by ingestion;
 - 3) occupational disease and other diseases, even those occurring suddenly or manifesting themselves after an accident;
 - 4) driving a car or any other vehicle by the Insured without the required license;
 - 5) congenital disorders and tropical diseases, i.e. caused by pathogens characteristic for subtropical and equatorial zones;
 - 6) infections, provided that there is insurance coverage, if as a result of injuries suffered in an accident the Insured was infected with a virus or pathogenic bacteria; these injuries shall not include skin and mucous membrane abrasion; the consequences of viral or bacterial infections resulting from abrasions during an accident or at a later time shall not be under the insurance coverage; however, these limitations shall not apply to rabies and tetanus;
 - 7) ventral hernia, inguinal hernia, injuries of intervertebral discs;
 - 8) internal organ bleeding; however, the coverage applies when this has been caused by a personal accident;
 - 9) cerebral haemorrhages, heart attacks, and strokes.
2. Insurance coverage in the TRAVEL version shall not apply to the following risks:
 - 1) practising amateur summer and winter sports (AS code);
 - 2) practising high-risk sports (SWR code);
 - 3) practising professional and competitive sports (ZS code);
 - 4) practising extreme sports (SE code).
3. In the TRAVEL version, the insurance coverage shall not apply to the risks listed below, unless an additional premium has been paid for them:
 - 1) performing manual work abroad (PF code);
 - 2) consequences of chronic and cancer diseases (CP code).
4. In the TRAVEL SPORT insurance version, the insurance coverage shall not apply to the risks listed below, unless an additional premium has been paid for them:
 - 1) practising high-risk sports (SWR code);
 - 2) practising professional and competitive sports (ZS code);

- 3) practising extreme sports (SE code);
- 4) consequences of chronic and cancer diseases (CP code).
5. In the TRAVEL SPORT version, the insurance coverage shall not apply to manual work abroad.

E. TRAVEL LUGGAGE OF THE INSURED

Subject and scope of insurance

§ 18

1. The subject of insurance is the travel luggage of the Insured during a trip abroad.
2. The coverage shall include travel luggage under the direct care of the Insured and the luggage that has been:
 - 1) entrusted with a professional carrier based on proper transportation document;
 - 2) left against receipt in a left luggage office;
 - 3) left in an individual locked room at a station or in a hotel;
 - 4) left in a locked room in the place of accommodation of the Insured (except for a tent);
 - 5) left in a locked car trunk or in a locked luggage hold or on a parking lot against receipt;
 - 6) left in a locked caravan or watercraft.
3. The Insurance Company shall pay compensation for loss or damage of the travel luggage of the Insured if it happened as a result of:
 - 1) fortuitous event: fire, hurricane, flood, torrential rain, hail, avalanche, direct lightning strike, earthquake, land subsidence or landslide;
 - 2) destruction or damage to the insured luggage during a rescue mission carried out in connection with the accidents listed in item (1);
 - 3) land, water or air transport accident;
 - 4) burglary to rooms mentioned in sec. 2 and to a locked car trunk (also a roof luggage carrier in the form of a closed container) or locked luggage hold and as a result of robbery;
 - 5) personal accident or sudden illness, as a result of which the Insured was unable to take care of the luggage or secure it;
 - 6) luggage loss if the luggage was in the care of a professional carrier, based on a transport document.
4. In Medium, Large and XLarge variants the subject of insurance is also a delay in delivery of the travel luggage. In the case of at least a 5-hour delay in the delivery of travel luggage, the Insurance Company shall reimburse the Insured for the necessary expenses for items that must replace the items contained in the properly checked in or posted luggage, beginning from the sixth hour of the delay to the end of the delay period, up to the PLN equivalent of EUR 200.
5. The period of delay is calculated from the moment of reporting the delay in luggage delivery to the carrier and receiving a document confirming this delay to the moment of delivery to the place where the Insured stays and handing it over to the Insured.

Sum insured for travel luggage

§ 19

The sum insured as well as the limits and sub-limits of the sum insured for travel luggage insurance are defined in the table in § 34.

Limitation of liability

§ 20

1. Notwithstanding the general exclusions referred to in § 41, the Insurance Company shall not be held liable for the damage:
 - 1) involving car damage or theft;
 - 2) resulting from loss or abandonment of items;

- 3) involving destruction of or damage to luggage containers only (suitcases, travelling trunks or rucksacks);
 - 4) resulting from the defects in the insured item;
 - 5) involving damage, destruction or loss of items as a result of their wear and tear, self-ignition, self-damage or leakage and for breakable items or items in glass containers – also breaking or loss of value of the damaged item;
 - 6) to cameras and electrical equipment due to their defects or impact of electrical current during operation, unless the electrical current has caused fire;
 - 7) resulting from emission, leakage or other substances otherwise getting to the air, water or soil;
 - 8) resulting from retention, damage or confiscation by customs bodies or other authorities.
2. In addition, the coverage shall not include:
- 1) gold, silver, platinum in scrap or bars;
 - 2) means of payment (payment cards, cash, cheques), travel tickets, vouchers, savings certificates and books, securities and keys;
 - 3) audiovisual equipment, communication equipment, photographic equipment;
 - 4) jewellery, watches, works of art, antiques or collections;
 - 5) computer hardware and software, data on carriers of any kind;
 - 6) sports equipment (unless an additional premium has been paid to extend the insurance coverage for the TRAVEL SPORT version);
 - 7) floating equipment;
 - 8) weapons of any kind or hunting trophies;
 - 9) fuel, car accessories or fittings of caravans and boats;
 - 10) cars, caravans, hearses or other means of transport;
 - 11) medical equipment, medicine, prostheses;
 - 12) items made of fur;
 - 13) food, alcohol, and cigarettes;
 - 14) valuables – computer hardware and photographic equipment, audio-video devices and mobile phones.
3. While determining the extent of the damage, the following are not taken into account:
- 1) scientific, vintage, historic or emotional value of items;
 - 2) costs of post-damage decontamination.
4. The amount of the compensation paid cannot exceed the value of the damage actually suffered or include damage that occurred earlier, including normal wear and tear.

F. THIRD-PARTY LIABILITY OF THE INSURED

Subject and scope of insurance

§ 21

The subject of insurance is the private third-party liability of the Insured for personal damage (death, bodily injury or disorder of health) or proprietary damage (destroying or damaging property), damage caused by tort to third parties during a trip abroad, which the Insured shall remedy under the law of the country where they are staying.

§ 22

Within the scope of third-party liability, the Insurance Company shall be held liable only for damages resulting from acts or failure to act by the Insured and provided that the event resulting in damage occurred during the term of the Insurance Company's liability, and as a consequence of this event a claim against the Insured has been filed.

§ 23

1. Within the limits of liability the Insurance Company shall:

- 1) examine the legitimacy of claims filed against the Insured;
 - 2) cover justified costs that are to prevent the extent of damage from increasing;
 - 3) cover costs of expert opinions, appointed with the approval of the Insurance Company to examine the circumstances and extent of damage;
 - 4) pay compensation which the Insured shall award to the injured person for damage covered by an agreement based on an out-of-court settlement concluded or approved by the Insurance Company, consideration or final court judgement;
 - 5) cover costs for hiring a defence attorney to represent the interests of the Insured during court proceedings if this attorney was appointed by the Insurance Company or with its approval.
2. The upper limit of the Insurance Company's liability towards one Insured in respect of all insurance events occurring during the term of insurance shall be the sum guaranteed, regardless of the number of persons that caused or contributed to damage.

Sum guaranteed

§ 24

1. The sum guaranteed as well as the limits and sub-limits of the sum guaranteed for third-party liability of the Insured are defined in the table in § 34.
2. After paying an additional premium, the insurance coverage may be extended to include the liability of the Insurance Company up to the amount of EUR 10 000 in respect of third-party liability for practising sports listed in this GTCI.

Limitation of liability

§ 25

1. The Insurance Company shall not be held liable for damage resulting from possession of the following during a trip abroad:
 - 1) dogs;
 - 2) horses;
 - 3) wild and exotic animals;
 - 4) blades, piercing weapons and firearms, as well as the use thereof for sports or self-defence purposes.
2. The Insurance Company shall not extend the coverage over any damage not exceeding the equivalent of EUR 250 in respect of each incident occurring during the term of the Insurance Company's liability, and any benefit and compensation due to the injured person for any of the above-mentioned incidents shall be reduced by the said amount.
3. Notwithstanding the general exclusions referred to in § 41, the Insurance Company shall not be held liable for damage:
 - 1) done to relatives;
 - 2) done deliberately by the persons with whom the Insured remains in the same household;
 - 3) for which additional compensation should be paid based on mandatory third party insurances;
 - 4) resulting from possessing, driving, using or starting vehicles, aircraft or watercraft;
 - 5) caused by transmitting a disease to another person;
 - 6) caused as a result of the normal operation of an item or resulting from its technical wear and tear;
 - 7) resulting from contractual liability (for non-performance or inadequate performance of an obligation);
 - 8) resulting from providing work, practising profession or pursuing a business activity by the Insured;

- 9) that arose within the territory of the Republic of Poland or the country of residence;
- 10) in connection with practising high-risk sports (SWR code), unless an additional premium has been paid in accordance with § 24 sec. 2;
- 11) in connection with practising professional or competitive sports or participation in sport competitions, races, appearances and training (ZS code), unless an additional contribution has been paid in accordance with § 24 sec. 2;
- 12) in connection with practising extreme sports (SE code), unless an additional premium has been paid in accordance with § 24 sec. 2;
- 13) in connection with practising amateur summer and winter sports (AS code), unless an additional premium has been paid in accordance with § 24 sec. 2;

G. SPORTS EQUIPMENT

Subject and scope of insurance

§ 26

1. The subject of insurance is the sports equipment owned by the Insured during a trip abroad.
2. The coverage shall include the sports equipment under the direct care of the Insured and the equipment that has been:
 - 1) entrusted with a professional carrier based on proper transportation document;
 - 2) left against receipt in a left luggage office;
 - 3) left in an individual locked room at a station or in a hotel;
 - 4) left in a locked room in the place of accommodation of the Insured (except for a tent);
 - 5) left in a locked car trunk or in a locked luggage hold or on a parking lot against receipt;
 - 6) left in a locked caravan or watercraft.
3. The Insurance Company shall pay compensation for the loss or destruction of or damage to the sports equipment of the Insured if it happened as a result of:
 - 1) fortuitous event: fire, hurricane, flood, torrential rain, hail, avalanche, direct lightning strike, earthquake, land subsidence or landslide;
 - 2) destruction or damage to the insured sports equipment during a rescue mission carried out in connection with the accidents listed in item (1);
 - 3) land, water or air transport accident;
 - 4) burglary into the rooms mentioned in sec. 2 and to a locked car trunk or a locked luggage hold and as a result of robbery;
 - 5) a personal accident or sudden illness, as a result of which the Insured was unable to take care of the sports equipment or secure it;
 - 6) sports equipment loss if the luggage was in the care of a professional carrier, based on a transport document;
 - 7) damage to or destruction of sports equipment when practising sports, if the damage to or destruction of the sports equipment resulted from a personal accident that does not have to result in a permanent health impairment.
4. A prerequisite to insure skis to practise all varieties of skiing with boots and poles, a board to practise all varieties of snowboarding with boots, a board to practise all varieties of surfing, wakeboarding boards and specialist equipment used for scuba diving is the conclusion of an insurance contract for medical expenses and consequences of accidents, with an appropriate increase for a sport discipline for which a given piece of sports equipment is necessary and the payment of an additional premium.

Sum insured for the sports equipment

§ 27

The sum insured as well as limits and sub-limits of the sum insured for insurance of sports equipment are defined in the table in § 34.

Limitation of liability

§ 28

1. Notwithstanding the general exclusions referred to in § 41, the Insurance Company shall not be held liable for the loss or destruction of or damage to the sports equipment:
 - 1) caused deliberately by the persons with whom the Insured remains in the same household;
 - 2) caused by practising sports where it is not allowed;
 - 3) caused by the use of the equipment contrary to its intended purpose;
 - 4) during a move;
 - 5) left unattended, subject to the provisions of § 26 sec. 3(5);
 - 6) resulting from its use, subject to § 26 sec. 3(7);
 - 7) resulting from confiscation, retention or destruction by customs bodies or other state authorities.
2. The amount of the compensation paid cannot exceed the value of the damage actually suffered or include damage that occurred earlier, including normal wear and tear specified in accordance with sec. 3 above.
3. The compensation for sports equipment is established based on market prices applicable on the date of incident, taking into account the degree of wear and tear, i.e. 10% for the first year, 20% for the second year and 30% for each following year starting from the equipment manufacturing date.

H. TRAVEL CANCELLATION OR INTERRUPTION COSTS

Subject and scope of insurance

§ 29

1. The subject of insurance shall be the travel cancellation or interruption costs resulting from a travel-related contract, caused by fortuitous events listed in sec. 4, beyond the control of the Insured.
2. The costs of cancellation of a travel-related contract shall be the fees incurred by the Insured in connection with cancellation of a cruise, a yacht rental or charter contract, a car rental contract, a conference or training participation contract, a contract for participation in a mass event or a tourist event;
3. The costs of travel interruption shall be the part of the unused benefits resulting from the cancellation of a cruise, a yacht rental or charter contract or a contract for participation in a tourist event, as well as additional costs of return transport to Poland or the country of residence incurred by the Policyholder. In the case of the interruption of participation in a tourist event, the Insurance Company shall refund the additional costs of return transport when it is not possible to use the return tickets that the tour operator provided, in the standard of transport services provided for in the contract concluded with the tour operator.
4. The Insurance Company shall reimburse the costs of travel cancellation or interruption only if it is caused by the following:
 - 1) a personal accident or sudden illness of the Insured, a relative or a travelling companion that does not indicate recovery until the planned departure;
 - 2) complications related to pregnancy of the Insured, a relative or a travelling companion, subject to § 31 sec. 2(1);
 - 3) death of the Insured, also as a result of a chronic illness;

- 4) death of a relative or travel companion, occurring within 60 days prior to the date of scheduled departure;
- 5) a serious fortuitous event that necessitates the Insured's presence at the place of residence within 14 days prior to the date of departure, such as burglary into a flat, fire, flooding, hurricane or any fortuitous event at the Insured's place of residence;
- 6) documented theft of documents necessary for travel of the Insured or travel companion (e.g. passport, identity card, visa) committed within 30 days prior to the date of departure;
- 7) theft, destruction or damage as a result of a traffic accident or fire of a vehicle owned by the Insured at the Insured's place of residence, requiring administrative and legal action on the part of the Insured, if the said incidents occurred within 14 days prior to the date of departure;
- 8) the Insured or a travelling companion receiving a summons to appear before a court;
- 9) the date of a corrective exam needed to continue education, set by a school or university for the Insured or a travelling companion during the trip;
- 10) summons by the administrative authorities of the Republic of Poland or the country of residence, delivered to the Insured or a travelling companion in the insurance period in respect of the appearance of the Insured or the travelling companion during the trip;
- 11) incurring damage resulting from burglary, robbery or fire at the workplace in which the Insured is the employer, which requires their presence at the place of residence within the 14 day period prior to the date of departure;
- 12) designation by the employer of the date of commencement of work by the Insured or a travelling companion during the trip, if at the time of conclusion of the insurance contract the Insured or the travelling companion was registered at the labour office as unemployed and did not know the date of commencement of work;
- 13) dismissal of the Insured or a travelling companion – meaning termination of the employment contract concluded for an indefinite or specified period by the employment (insurance coverage shall not apply to terminations of the employment contract for reasons attributable to the employee);
- 14) designation of the period of stay in the sanatorium under the National Health Fund (NFZ) for the Insured or a travelling companion, where the Insured waited for the designation of such period and received a notice that the period has been set for the time of the scheduled trip.

Sum insured for travel cancellation or interruption costs

§ 30

1. The sum insured for the cost of travel cancellation or interruption shall be the price specified in the travel-related contract.
2. The Insurance Company's liability is limited by the sum insured referred to in section 1, on the proviso that the Insurance Company's liability per person shall not exceed the equivalent of EUR 8 000.

Limitation of liability

§ 31

1. Notwithstanding the general exclusions referred to in § 41, the Insurance Company shall not be held liable if the tour operator was notified of the travel cancellation and the reasons therefor later than 2 days after the incident justifying the cancellation.
2. The Insurance Company shall not be liable if the travel cancellation is related to:
 - 1) childbirth that took place after 32nd week of pregnancy;
 - 2) mental or emotional disorders;

- 3) medical checks other than resulting from an immediate need;
 - 4) failure to receive relevant vaccinations before the departure;
 - 5) a consequence of a chronic or cancerous disease with which the Insured, a relative or a travelling companion was diagnosed prior to the conclusion of the insurance contract, mental disorders, depression, congenital disorders (in the case of a chronic or cancer disease with which the Insured, the relative or the travelling companion was diagnosed it is possible to include the Insurance Company's liability subject to the payment of an additional premium).
3. The Insurance Company shall not refund additional costs incurred by the Insured in connection with the notice of cancellation or interruption of the trip, not included in the trip price (visas, telephone calls).

CHAPTER III COMMON PROVISIONS

Insurance contract

§ 32

1. The insurance contract should include at least medical and immediate assistance expenses, as well as consequences of personal accidents.
2. The insurance contract shall be concluded for a period of at least 1 day and not longer than 12 months.
3. The insurance contract cannot be concluded on the account of persons who were over 70 years old on the contract date and are going to the United States, Canada or Australia.

Conclusion of an insurance contract

§ 33

1. The insurance contract is concluded on the basis of the information submitted by the Policyholder.
2. An insurance contract for medical and immediate assistance expenses, consequences of personal accidents, travel luggage, third-party liability and sports equipment can be concluded in an individual, family or group form. An insurance contract for travel cancellation or interruption can be concluded only in an individual form.
3. A contract in a family or group form shall cover the Insured with the same scope of insurance, with the same premium and sum insured.
4. The Policyholder shall notify the Insured of his rights and obligations under the insurance contract.
5. An insurance contract for travel cancellation or interruption costs may be concluded on any date, provided that there is more than 30 days between the date of the insurance contract and the date of beginning of the trip. Where the trip begins in 30 days or less, the insurance contract may be concluded only on the date of the travel-related contract or on the date of payment of the whole or the first part of the funds under that contract, whichever occurs first.
6. The Insurance Company confirms the conclusion of the insurance contract by issuing the insurance policy.

Sum insured and sum guaranteed

§ 34

1. The sum insured and sum guaranteed are the upper limit of the Insurance Company's liability under the insurance contract for which these sums were defined with regard to one Insured person.
2. The sum insured and sum guaranteed shall be reduced by each amount of service or compensation paid under an insurance contract for which these sums were defined in respect of one Insured.
3. The sum insured and sum guaranteed for individual types of insurance are presented in the table below:

Sum insured and sum guaranteed

(all amounts in EUR, SU – sum insured, KL – medical expenses, BP – travel luggage, OC – third-party liability, NNW – consequences of personal accidents)

SCOPE OF INSURANCE	INSURANCE VARIANT / SUM INSURED / SUM GUARANTEED				
	XSmall (neighbouring countries)	Small	Medium	Large	X Large
	TERRITORIAL SCOPE				
	Area N	Area A	Area A	Area B	Area B
MEDICAL AND IMMEDIATE ASSISTANCE EXPENSES	5 000	10 000	20 000	30 000	50 000
Outpatient treatment	up to the KL SU	up to the KL SU	up to the KL SU	up to the KL SU, except USA, Canada, Japan, Australia and the Caribbean – limit of 2 000	up to the KL SU, except USA, Canada, Japan, Australia and the Caribbean – limit of 2 000
Transport of the Insured to a medical facility, between medical facilities	up to the KL SU	up to the KL SU	up to the KL SU	up to the KL SU	up to the KL SU
Dental treatment	up to 250	up to 250	up to 250	up to 250	up to 250
Repair or purchase of prostheses, glasses	up to 10% of the KL SU	up to 10% of the KL SU	up to 10% of the KL SU	up to 10% of the KL SU	up to 10% of the KL SU
Transport of the Insured to the Republic of Poland or the country of residence	up to the KL SU	up to the KL SU	up to the KL SU	up to the KL SU	up to the KL SU
Transport of the Insured body	up to the KL SU	up to the KL SU	up to the KL SU	up to the KL SU	up to the KL SU
Purchase of a coffin or costs of cremation and purchase of an urn	up to 1 250	up to 1 250	up to 1 250	up to 1 250	up to 1 250
Costs of board and accommodation of an assisting person	up to 100 per day, up to 7 days	up to 100 per day, up to 7 days	up to 100 per day, up to 7 days	up to 100 per day, up to 7 days	up to 100 per day, up to 7 days
Costs of travel of a person summoned for assistance	up to 1 000	up to 1 000	up to 1 000	up to 1 000	up to 1 000
Rescue costs (TRAVEL SPORT only)	up to 5 000	up to 5 000	up to 5 000	up to 5 000	up to 5 000
Continuation of travel as planned			up to 500	up to 500	up to 500
Costs of relatives transport			up to 1 000	up to 1 000	up to 1 000
Cost of transport and providing care to children under age			up to 1 000	up to 1 000	up to 1 000
Costs in the case of early return of the Insured to the Republic of Poland or the country of residence			up to 1 000	up to 1 000	up to 1 000
Legal aid			2 000	2 000	2 000
Flight delay			up to 200	up to 200	up to 200
Consequences of accidents	2 000	2 000	2 000	4 000	4 000
Benefit relative to the total health impairment	100% of the NNW SU	100% of the NNW SU	100% of the NNW SU	100% of the NNW SU	100% of the NNW SU
Benefit relative to a partial health impairment	specified % of the NNW SU	specified % of the NNW SU	specified % of the NNW SU	specified % of the NNW SU	specified % of the NNW SU
Death benefit	100% of the NNW SU	100% of the NNW SU	100% of the NNW SU	100% of the NNW SU	100% of the NNW SU
TRAVEL LUGGAGE		200	200	400	400
Delay in delivery of travel luggage			up to 200	up to 200	up to 200
OC				50 000	50 000
Damage to property, up to 10% of the sum guaranteed				5 000	5 000
Personal injuries				50 000	50 000
OC related to practising sports listed in the GTCI (TRAVEL SPORT only)	10 000	10 000	10 000	10 000	10 000
Sports equipment insurance (TRAVEL SPORT only)	700	700	700	700	700
Travel cancellation cost insurance	up to 8 000 per person				

Insurance period

§ 35

1. Insurance coverage shall apply to insurance incidents that have occurred during the period of the Insurance Company's liability.
2. The Insurance Company's liability shall commence after the conclusion of the insurance contract, when the Insured begins a trip abroad, but no earlier than the date and time of issue of the policy and payment of the premium, taking into account the provisions of sec. 4-6.
3. The Insurance Company's liability shall expire upon the end of the trip abroad, but no later than the date specified in the insurance contract (policy) or on the date of termination of the insurance contract, whichever occurs first, taking into account the provisions of sec. 4-6.
4. If the person for whose benefit an insurance contract is concluded is staying abroad – the Insurance Company's liability shall commence 3 days after the date the insurance premium was paid (grace period). The insurance premium shall be charged by the Insurance Company only for the term of insurance coverage.
5. The trip abroad of the Insured commences the moment the Insured crosses the border to leave the Republic of Poland or the country of residence and ends the moment the Insured returns to the country of residence.
6. In the case of insurance of travel cancellation costs, the coverage starts on the date of the travel-related contract, but no earlier than the date and time of issue of the policy and payment of the premium, and ends on the date of beginning of the trip or the end of the trip, in the case of a travel interruption insurance (according to the provisions of § 29 sec. 3.)
7. The insurance period is specified in the insurance contract (policy).
8. Extension of the insurance period requires the issue of a new policy.

Termination of the insurance contract

§ 36

1. If the insurance contract is concluded for a term longer than six months, the Policyholder has the right to rescind the contract within 30 days and, if the Policyholder is a business entity, within 7 days following the contract date. If the Insurance Company has not informed the Policyholder being a consumer about the right to rescind the contract at the latest upon the conclusion of the contract, the time limit of 30 days shall be counted from the day when the Policyholder being a consumer learns about that right. Rescission of the insurance contract shall not release the Policyholder from the obligation to pay the insurance premium for the period when the Insurance Company provided the coverage.
2. The Policyholder can terminate the contract at any time with immediate effect.
3. A notice of rescission or termination of the insurance contract should be submitted in writing to the address of the Insurance Company's registered office.

Premium

§ 37

1. The premium shall be calculated according to the premium schedule applicable in the Insurance Company when the insurance contract is concluded or amended.
2. The premium depends in particular on: the insurance version, insurance variant, insurance period, scope of insurance, the sums insured and sums guaranteed.
3. The premium is determined in EUR.
4. The premium is paid in PLN, at the equivalent of the amount in EUR, converted according to the average exchange rate from the last table of the National Bank of Poland announced before the date preceding the conclusion of the insurance contract to the indicated bank account.

5. Rebate and discount system:

1) TRAVEL version:

- a) persons who are under 25 years old – 10% discount,
- b) persons who are over 65 years old – 50% increase,
- c) performing manual work abroad (PF code) – 60% increase,
- d) consequences of chronic or cancer diseases (CP code) – 100% increase,
- e) group of over 10 persons – 10% discount;

2) TRAVEL SPORT version:

- a) persons who are under 25 years old – 10% discount,
- b) persons who are over 65 years old – 50% increase,
- c) consequences of chronic or cancer diseases (CP code) – 100% increase,
- d) group of over 10 persons – 10% discount,
- e) practising high-risk sports (SWR code) – 100% increase,
- f) practising professional and competitive sports (ZS code) – 200% increase,
- g) practising extreme sports (SE code) – 300% increase.

6. In the case of an insurance contract for travel cancellation or interruption, it is possible to insure against the risk of chronic or cancer diseases after payment of an increase of 100%.
7. In the case of group or family insurance, increases and discounts relating to age shall not apply.
8. In the family variant it is not possible to conclude an insurance contract with an increase for manual work. In the case of insurance with other increases, each insured person is subject to the same increase.

Premium refund

§ 38

1. The Policyholder shall be refunded the premium for the period of unused coverage.
2. The premium shall be refunded in PLN, at the equivalent amount in EUR, converted according to the average exchange rate from the last table of the National Bank of Poland announced on the day preceding the date of the insurance contract.
3. The premium for the period of unused insurance coverage shall be refunded without deducting processing charges.

Determination and payment of compensation and benefits

§ 39

1. Legitimacy of claims, value of the benefit and amount of compensation shall be determined based on full documentation specified in these GTCI or indicated by the Insurance Company, submitted by the Insured, the Beneficiary or a third party.
2. Within 7 days from receipt of a notice about the occurrence of an insurance incident, the Insurance Company shall inform the claimant in writing or in any other form approved by that person about the documents required for determining the right and value of the benefit and amount of compensation if it is necessary for further proceedings. The previous sentence and provisions of sec. 1 shall not apply to assistance insurance (providing help for persons experiencing difficulties during a trip or during their absence in the place of residence) if the benefit is provided directly reporting the fortuitous event under insurance coverage or without determining the actual circumstances of the event, legitimacy of claims and the value of benefit.
3. The Insurance Company shall provide the benefit or pay compensation due within 30 days from the date of being informed about the accident.
4. If it is impossible to clarify the circumstances necessary to establish the liability of the Insurance Company or the value of benefit

or compensation within the time specified in sec. 3, the benefit or compensation shall be paid within 14 days from the day it was possible to explain these circumstances when exercising due diligence; however, the undisputed part of benefit or compensation shall be paid by the Insurance Company within the term defined in sec. 3.

5. If the Insurance Company does not provide the benefit or pay compensation within the periods defined in the sections above, the Insurance Company shall inform the claimant in writing and notify him about the reasons for impossibility to satisfy the claims.
6. The benefit or compensation shall be paid in the Republic of Poland in PLN according to an average exchange rate from the last table of the National Bank of Poland as at the date of insurance incident, except for costs directly refunded abroad to service providers and cash benefits under assistance services or medical treatment, as well as costs of benefits or compensation paid outside the Republic of Poland for third-party liability.
7. If the benefit or compensation do not apply or apply in a different amount than the one defined in the submitted claim, the Insurance Company shall inform the person filing the claim of this fact in writing, indicating circumstances and legal grounds that justify the total or partial refusal to provide the benefit or pay compensation and instructing them of the possibility to claim before court.
8. If the person seeking the benefit or compensation does not agree with the Insurance Company's findings as regards refusal to satisfy a claim or value of the benefit or amount of compensation, the person may appeal to the Insurance Company within 30 days after the receipt of notice.
9. In the case where the Insured dies after acquiring a right to be paid compensation due to incidents included in the insurance coverage, the Insurance Company shall pay this compensation to the heirs of the Insured.

Transfer of claims to the Insurance Company

§ 40

1. Claims of the Insured towards a third party responsible for damage shall be transferred to the Insurance Company on the day compensation is paid by the Insurance Company, up to the amount of the compensation.
2. A claim of the Insured towards persons living together with the Insured or for whom the Insured is responsible shall not be transferred onto the Insurance Company, unless the damage was done deliberately.
3. In the case of an insurance incident, the Insured shall ensure the possibility to assert claims for damage against persons responsible for the damage.
4. In the case where the Insured renounces a claim to the person responsible for damage without approval of the Insurance Company or performs obligations defined in sec. 3 in improper manner, the Insurance Company shall be released from the obligation to provide services to the extent it was impossible to assert retrospective claims from the person responsible for the damage, if such a situation is disclosed or occurs after the compensation is paid, the Insured shall return the part of compensation at request of the Insurance Company, from which the Insurance Company would be released in accordance with rules provided in the preceding sentence.

General exclusions of the Insurance Company's liability

§ 41

1. The Insurance Company shall not be held liable for damage resulting from an intentional activity or gross negligence or a failure to act by the Insured unless payment of compensation in these circumstances complies with rules of equity.

2. The Insurance Company shall not be held liable for damage occurring during a trip abroad if it is undertaken by the Insured seeking treatment.
3. Insurance coverage provided by the Insurance Company shall not apply incidents resulting from:
 - 1) warfare, acts of terror, martial law, state of emergency or participation of the Insured in riots, disturbances, strikes, manifestations, road blockades and struggles if the insurance coverage is granted during a trip abroad for injuries sustained by the Insured during warfare, acts of terror or civil war; the above-mentioned coverage shall expire with the end of the 7th day after the commencement of war, acts of terror or civil war in the country where the Insured is staying; the Insurance Company shall not be liable when the destination of the trip abroad is the country where war or civil war is in progress or when the Insured takes an active part in war, acts of terror or civil war; the Insurance Company shall not grant insurance coverage for accidents resulting from the use of nuclear, biological or chemical weapons;
 - 2) participation in bets;
 - 3) mental illness, mental retardation or mental disorders of the Insured and their results;
 - 4) fit of convulsion or epileptic seizure;
 - 5) accident caused by the inebriation of the Insured, i.e. a situation where the Insured's blood alcohol content exceeds 0.5‰ or causes a higher alcohol concentration, or where alcohol content in 1 dm³ of exhaled air exceeds 0.25 mg or causes a higher alcohol concentration, the use of narcotics or other drugs or medicines not prescribed by a doctor or applied against the doctor's instructions by the Insured, driving without a license required in the particular country, or an attempt of the Insured to commit an act that bears the hallmarks of a crime;
 - 6) participating in motor vehicle and motorboat races, driving on the sections used for fast driving, rallies as well as driving motor vehicles in any other way including rivalry;
 - 7) accidents in which the Insured was involved when participating as a driver or a passenger of a motor vehicle together with the exercises or training accompanying these events which aim at driving at the highest speed;
 - 8) an air accident that occurred while the Insured was on board of an airplane other than belonging to the air carrier within the meaning of the applicable aviation law;
 - 9) active service of the Insured in armed forces;
 - 10) suicide or suicidal attempt, self-harm done by the Insured.
4. Insurance coverage of the Insurance Company shall not include the incidents occurring in the territory of the United States, Canada or Australia, if the Insured was over 70 years old on the date of the insurance contract.

Obligations of the Insured

§ 42

1. The Policyholder shall pay the premium in the amount and by date specified in the insurance contract.
2. In the case of an insurance contract concluded for the account of a third party, and where the Insured's consent to granting the coverage is necessary or if the Insured agrees to finance the insurance premium, the Policyholder shall provide all parties concerned, prior to their entering into the insurance contract, in writing or, if the party concerned agrees thereto, on any other durable medium, the these GTCI with appendices.

Obligations of the Insured and proceedings connected with medical expenses insurance and immediate assistance insurance and with accident insurance

§ 43

1. The Insured shall prevent damage from being increased and limit its consequences, if possible.
2. In the case of an insurance incident the Insured or the person acting on their behalf shall:
 - 1) prior to taking any action on his/her own and promptly – within 48 hours of the incident giving rise to liability of the Insurance Company – request assistance by phone from the Emergency Centre, except for a single dental visit related to the treatment of acute inflammation or pain limited to one tooth; a single outpatient visit, if the Insured himself/herself chooses the dentist or doctor and covers the costs of the visit;
 - 2) explain the circumstances of the Insured in detail, define the required help and provide the following information to an employee of the Emergency Centre, i.e.:
 - a) policy number,
 - b) full name of the Insured,
 - c) phone number to be used by the Emergency Centre to contact the Insured or their representative;
 - 3) provide the doctors of the Emergency Centre with access to all medical information;
 - 4) adhere to the instructions of the Emergency Centre, and provide the information and the necessary powers of attorney;
 - 5) make it possible for the Emergency Centre to take measures required to determine the circumstances of the damage, legitimacy and amount of claim as well as provide the necessary help and explanations.
3. Contact with the Emergency Centre and its commitment to cover the costs of hospital and outpatient treatment, as well as the costs of medical transport and transport of the body are the precondition for the Insurance Company's liability.
4. In the case where the Insured failed to perform obligations referred to in sec. 2 or 3 above due to reasons beyond his control and in the case where the Insured incurred medical or immediate assistance expenses, the Insured shall file a claim to the Insurance Company in writing within 7 days from the return to the Republic of Poland or the country of residence. Documentation shall be sent to the address of the Insurance Company specified in the insurance policy.
5. In the case of violation of obligations specified in preceding sections due to wilful misconduct or gross negligence, the Insurance Company may reduce services to the extent this violation contributed to the increase of damage or made it impossible for the Insurance Company to determine circumstances and consequences of the accident.
6. The report of a claim for the provision of the benefit or payment of compensation under the insurance of medical and immediate assistance expenses should contain:
 - 1) policy number;
 - 2) detailed description of the circumstances of the incident;
 - 3) medical certificate describing the type and nature of injuries, including a detailed diagnosis and the prescribed treatment;
 - 4) all the invoices, bills, hospital reports, and receipts which will make it possible for the Insurance Company to determine total costs of treatment incurred by the Insured.
7. In the event of a personal accident, the Insured shall:
 - 1) obtain medical documentation confirming the medical diagnosis;
 - 2) within 7 days after the return to the Republic of Poland or the country of residence notify the Insurance Company of the accident by delivering:
 - a) accurately filled out accident report form, taking into particular account the circumstances of the accident,

- b) documents required to determine the legitimacy and value of benefit, including medical documentation from the place of accident confirming the circumstances of the accident and the type of injury and in the case of lack of such documentation - other evidence confirming that the accident happened during a trip abroad, a document qualifying to drive a vehicle, original bills paid.

8. If the Insured died, the specifically named Beneficiary shall submit, apart from the documents set out in sec. 7, an identity card and a copy of the death certificate, and in the absence of the specifically named person – a family member claiming the benefit shall submit documents confirming kinship or affinity with the Insured.
9. At the request of the Insurance Company, the Insured shall:
 - 1) be subjected to medical or diagnostic examinations with minimum risk, excluding genetic examinations, to determine the health condition or the level of permanent health impairment; costs of these examinations shall be borne by the Insurance Company;
 - 2) provide the results of examinations or medical documentation on the course of treatment.

Obligations of the Insured and proceedings in the case of damage covered by travel luggage and sports equipment insurance

§ 44

1. The Insured shall prevent damage, and especially must exercise due diligence while protecting the insured property.
2. The Insured shall be entitled to compensation for loss of travel luggage and sports equipment provided that the travel luggage or sports equipment is not recovered by the Insured. If the travel luggage or sports equipment for which compensation has been paid is recovered by the Insured, the Insured shall return the amount of the compensation and the Insurance Company shall cover only the necessary costs connected with recovery of the travel luggage or sports equipment, but up to the compensation amount that would be due if the travel luggage were not recovered.
3. In the event of damage, the Insured shall:
 - 1) prevent the damage extent from increasing;
 - 2) secure evidence for occurrence of the damage, i.e. the loss or destruction of and damage to the luggage or sports equipment;
 - 3) secure the destroyed or damaged items so that they can be inspected by a representative of the Insurance Company;
 - 4) immediately, but not later than within 12 hours from the event, notify the police of each burglary, robbery or loss of insured items and obtain a written confirmation of this fact with a specification of the lost items (type, quantity) and their value;
 - 5) inform a competent carrier or hotel, holiday house, campsite management etc. of each damage that occurred in a means of transport or in a place of accommodation and obtain a written confirmation of this fact with a specification of the lost items (type, quantity) and their value;
 - 6) obtain a written confirmation of the damage with a specification of the lost items (type, quantity) should the items be entirely or partially destroyed as a result of a fortuitous event or a rescue action, and submit a claim of compensation to the Company within 7 days from the date of return to the Republic of Poland or the country of residence.
4. In the case of violation of obligations specified in sec. 3 due to wilful misconduct or gross negligence, the Insurance Company may reduce the benefit to the extent this violation contributed to the increase of damage or made it impossible for the Insurance Company to determine the circumstances and consequences of the accident.
5. The claim form should include:
 - 1) policy number;

- 2) detailed description of the circumstances of the damage;
- 3) a list of damaged or lost items with their value and year of purchase;
- 4) evidence confirming the travel luggage or sports equipment loss, destruction or damage;
- 5) in the case of damage to or destruction of sports equipment – bills for the purchase of equipment, bills for repair, provided that all repairs are handled in the Republic of Poland, regardless of where the damage has occurred.
6. In the event of damage to or destruction of the sports equipment, the damaged equipment shall be kept for presentation to the Insurance Company.
- 5) medical records;
- 6) confirmation of the employer about the Insured being on sick leave;
- 7) any other official documentation related to the Insured having been summoned by state administration authorities.

Obligations of the Insured and proceedings in the case of damage covered by third-party liability insurance

§ 45

1. The Insured shall prevent damage from being increased and limit its consequences, if possible.
2. In case the Insured is informed about court proceedings being instituted against them, the Insured shall notify the Insurance Company to this effect, even if the insured incident has already been reported.
3. The Insurance Company shall not be held liable for costs resulting from a lack of consent of the Insured for concluding an out-of-court settlement with the injured party or satisfying the party's claims.
4. After each incident resulting in damage being caused by the Insured, the Insured shall:
 - 1) immediately notify the Emergency Centre, but not later than within 7 days from the date of the incident that can result in third-party liability, and abide by the recommendations of the Emergency Centre;
 - 2) not accept or satisfy the claims of the injured party without the consent of the Emergency Centre nor enter into any agreements or settlements with the injured party as regards their claims;
 - 3) authorise the person indicated by the Emergency Centre to manage the case or appeal to a civil court if the injured party has taken legal actions against the Insured, if such a request is made by the Emergency Centre;
 - 4) provide the Emergency Centre with any demand, lawsuit and other procedural writs delivered to the Insured.

Obligations of the Insured and the procedure required in the event of travel cancellation or interruption

§ 46

1. If it is necessary to cancel the travel, the Insured shall immediately and not later than within 48 hours after the incident necessitating the travel cancellation notify the tour operator or other party to the travel-related contract to this effect. Failure to meet that deadline may result in the limitation of the benefit to the amount corresponding to the costs of cancellation of the travel that the tour operator would apply as at the incident date.
2. The Insured shall notify the Insurance Company in writing that the travel must be cancelled within 7 days of the incident indicated in § 29 sec. 4.
3. Along with the notification of travel cancellation, the Insured shall submit all documents necessary to assess the validity of their claim, in particular the following documents:
 - 1) travel-related contract, ticket with a copy of the applicable terms of participation in the travel;
 - 2) proof of payment of travel expenses;
 - 3) declaration of travel cancellation, guaranteed by the tour operator;
 - 4) documentation confirming the amount of the reimbursement issued by the tour operator;

4. If it is necessary to interrupt the participation in the travel, the Insured shall immediately, but not later than within 48 hours of the incident necessitating the travel interruption, notify the Insurance Company of the necessity and the reasons for early return (but always before the Insured starts the return trip) and obtain a guarantee that the costs will be covered. In order to obtain a commitment that the costs of discontinuation of a tourist event will be covered, the Insured must follow the guidelines of the Emergency Centre.
5. In the case of violation of obligations specified in sec. 1-4 due to wilful misconduct or gross negligence, the Insurance Company may reduce the benefit to the extent this violation contributed to the increase of damage or made it impossible for the Insurance Company to determine circumstances and consequences of the incident.

Obligations of the Insurance Company

§ 47

1. The Insurance Company is obliged to perform its obligations under an insurance contract and provided by law in an appropriate and timely manner, in particular to provide a benefit if an insurance incident takes place.
2. The Insurance Company is obliged to provide the Policyholder and the Insured in writing or, if the party concerned agrees thereto, on any other durable medium, the text of the GTCI prior to the conclusion of the insurance contract, and also provide the Policyholder with the policy or another document confirming the execution of the insurance contract and its terms.
3. Pursuant to the legal regulations in force, the Insurance Company shall keep the data of the individuals specified in the insurance documentation confidential.

Complaints, claims and appeals

§ 48

1. A complaint is a natural person's request, including a plaint and appeal lodged with the Insurance Company, with reservations concerning the services thereof. Entities other than natural persons may submit claims and appeals pursuant to sec. 12.
2. Complaints to the Insurance Company may be submitted in a following manner:
 - 1) in writing – personally at the registered office of the Insurance Company at ul. Chłodna 51, Warsaw, or by mail, to the address: ul. Chłodna 51, 00-867 Warsaw;
 - 2) in electronic form to the e-mail address: ubezpieczenia.korporacyjne@axa.pl;
 - 3) orally – by phone: + 48 22 555 04 45 (calls charged according to the operator's tariff) or personally during a visit to the Insurance Company's unit.
3. Complaints shall be addressed to the Management Board of the Insurance Company. Complaints may be lodged at any customer service unit of the Insurance Company.
4. Submitting a complaint forthwith upon the development of objections shall facilitate and accelerate fair consideration thereof.
5. The Insurance Company shall respond to a complaint in writing or by email, if the complaining party requests an e-mail response. In addition, at the request of the complaining party, the Insurance Company shall confirm the complaint submission, in writing or in any other agreed form.

6. If the Insurance Company is not in possession of the complaining party's contact details, the following should be included with the complaint: first name, surname, mailing address, and e-mail (if this form of contact has been chosen).
7. Complaints shall be processed immediately by the Insurance Company, in any case not later than within 30 days after their receipt.
8. In particularly complex cases, preventing the consideration of a complaint and replying within the period of 30 days, the Insurance Company shall notify the complaining party of its inability to process the complaint within the same 30-day period. In this event, the response to the complaint shall be provided not later than within 60 days of the receipt thereof.
9. If the person submitting the complaint does not agree with the Insurance Company's position expressed in the reply to the complaint, they can submit the request for the review of the case to the Financial Services Ombudsman.
10. The complaining party who does not agree with the Insurance Company's position may also bring an action against the Insurance Company to a common court, according to the jurisdiction specified in § 49 sec. 1 and 2.
11. The customer being a consumer shall be entitled to request assistance from the competent local Powiat (Municipal) Consumer Ombudsman.
12. To complaints and appeals submitted by entities other than natural persons, the provisions of sec. 2-8 and sec. 10-11 shall apply as appropriate, on the proviso that in particularly complex cases, preventing the consideration of a complaint or appeal and replying within the period of 30 days, the Insurance Company shall notify the party of its inability to process the complaint or appeal within the same 30-day period, and the reply will be sent within 90 days from the receipt of the complaint or appeal.
13. The Insurance Company is subject to the supervision of the Polish Financial Supervision Authority.
14. Under Art. 31 of Act of 23 September 2016 on Extra-Judicial Examination of Consumer Disputes, please take note that the Financial Ombudsman shall be the entity authorised for AXA Ubezpieczenia

TUIR S.A. to handle the cases of extra-judicial settlement of disputes with consumers within the meaning of this Act (Aleje Jerozolimskie 87, 02-001 Warsaw; www.rf.gov.pl).

Court competent for settling disputes

§ 49

1. The claim action under the insurance contract can be brought according to the general provisions or before a court competent for the place of residence or registered office of the Policyholder, the Insured, the Beneficiary or another person entitled from the insurance contract.
2. Actions concerning claims connected with an insurance contract may be brought under the general provisions of law or before a court having local jurisdiction over the place of residence of the heir to the Insured, the Beneficiary or another person entitled under the insurance contract.

Final provisions

§ 50

1. Any notices and statements relating to execution and performance of the insurance contract shall be made in writing, unless otherwise provided herein.
2. An integral part of the terms and conditions of insurance Information shall be the Form to the GTCI prepared pursuant to Art. 17(1) of the Act of 11 September 2015 on Insurance and Reinsurance Activity.

§ 51

Relevant Polish laws shall apply to those issues not regulated herein.

§ 52

These GTCI were adopted by a resolution of the Management Board No. 2/13/07/17 of 13 July 2017 and shall become effective as of 1 August 2017.

Get more information from our representative

who we are

AXA is one of the biggest financial groups in the world. Due to our many years of experience and permanent presence in international markets, we have earned the trust of 107 million customers in 64 countries.

AXA in Poland offers a variety of protection, health and travel insurance as well as an open pension fund. We also provide modern investment solutions tailored to the varied requirements of our customers.

We offer an in-depth requirement analysis and a high quality service to our customers.

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