

index: UT/16/01/01

General Terms and Conditions

'Kontynenty' Travel Insurance

GTCI Form for General Terms and Conditions of 'Kontynenty' Travel Insurance – index: UT/16/01/01 Information prepared pursuant to Article 17(1) of the Act of 11 September 2015 on Insurance and Reinsurance Activity

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CHAPTER I

General provisions

8 1

These General Terms and Conditions of 'Kontynenty' Travel Insurance shall apply to master insurance contracts and insurance contracts concluded for the account of the Insured based thereon.

§ 2

Whenever these General Terms and Conditions of 'Kontynenty' Travel Insurance mention the terms listed below, they shall have the following meanings:

- outpatient department a public health care institution where medical assistance is provided by qualified physicians and nurses as regards diagnostics and medical treatment; within the meaning of these GTCI this term does not apply to care home, hospice, substance abuse clinic, spa and health resorts, prevention and rehabilitation centres and establishments;
- 2) amateur summer and winter sports recreational sports practised in summer or winter in designated locations (on slopes or routes or in water areas) such as: skiing, snowboarding, surfing, windsurfing, kitesurfing as well as any team-building activities (e.g. paintball);
- 3) 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;
- 4) Emergency Centre an organisational unit organising and providing assistance services specified in these GTCI to the Insured as well as managing the claims handling process on behalf of the Insurance Company:
- 5) malignant disease a condition involving uncontrolled proliferation of an organ's tissue; this condition may be chronic or it can manifest itself 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) **tropical disease** an illness caused by pathogens characteristic of subtropical and equatorial zones;
- 8) **expedition** an organised trip aimed at carrying out some planned tasks of sports or scientific nature;
- 9) **deductible** a specific amount that is subtracted from the compensation paid out by the Insurance Company;
- 10) tourist event at least two tourist services that together make a uniform programme and are covered by a single price, if such services include accommodation or last more than 24 hours or if the programme provides for a change of place of stay; tourist events also include stays in rented holiday houses or flats (apartments);
- 11) medical expenses expenses incurred abroad: outside the Republic Poland or the country of residence on the arrangement of and payment for medical services, i.e. outpatient, hospital and dentistry treatment and medicines to the extent necessary for the Insured to regain health condition that would make their return or transport back to the territory of the Republic of Poland or the country of residence possible:
- 12) costs of resignation from or discontinuation of a tourist event costs specified in the tourist event participation agreement with which a travel agency will charge the Insured in connection with the resignation from the event or additional costs of return transport to the Republic of Poland or the country of residence;
- 13) country of residence a country other than the Republic of Poland where the Insured is currently covered by social insurance on the basis of a residence permission or citizenship;
- 14) 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;
- 15) conservative dentistry treatment of caries and necrolysis, endodontic therapy, changing impaired fillings, treatment of gum illnesses (periodontal treatment, tartar removal);

- 16) sudden illness a pathological condition occurring suddenly and unexpectedly, which puts life or health of the Insured at risk, requiring immediate medical assistance:
- 17) accident a sudden incident caused by an external factor, as a result of which the Insured, regardless of their will, sustained a permanent bodily injury or disorder of health or died;
- 18) 'Kontynenty' GTCI General Terms and Conditions of 'Kontynenty' Travel Insurance
- tour operator an entrepreneur that is a tour operator within the meaning of the Act on Tourist Services;
- 20) relative:
 - a) a spouse, cohabitant, children (also adopted), siblings, parents, parents-in-law, grandparents, grandchildren and adoptees, 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;
 - c) in the case of costs of resignation from or discontinuation of a tourist event, a relative is also understood as a travel companion entered on the same application agreement and sharing the same hotel and room with the Insured;
- 21) assisting person a person travelling with the Insured and indicated by them to accompany them during medical treatment or transport;
- 22) person summoned for assistance a relative of the Insured residing in the Republic of Poland or country of residence, indicated by them to come to the place of incident to accompany the Insured during medical treatment in the absence of the assisting person;
- 23) hospitalisation hospital treatment lasting continuously at least 24 hours:
- 24) trip abroad stay of the Insured outside the borders of the Republic of Poland and country of residence, which commences at the moment of crossing the border of the Republic of Poland or country of residence by the Insured and ends the moment the Insured returns to the Republic of Poland or country of residence;
- 25) manual work undertaking or performing gainful activities by the Insured regardless of the legal basis of employment, except for intellectual work (office, scientific work, etc.); manual work within the meaning of these GTCI is also non-gainful activity, such as volunteer work or internship in a workshop or a factory;
- 26) robbery taking of property by force or threat of immediate violence towards the Insured or by leaving them unconscious or defenceless;
- 27) consequences of chronic or malignant disease a sudden intensification (increase) of chronic or malignant disease of 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 of the Insured before the end of a trip abroad, subject to the provision that in the case of insurance for the costs of resignation from or discontinuation of a tourist event, this shall apply to an intensification (increase) of chronic or malignant disease within the territory of the Republic of Poland or the country of residence prior to the scheduled commencement date of the trip abroad;
- 28) premium the amount arising from the insurance contract the Policyholder shall pay to the Insurance Company;
- 29) extreme sports sports disciplines that require extraordinary skills and abilities, courage and facing high level of risk, including in particular air sports such as parachuting, bungee jumping off high buildings or rocks, paragliding, gliding, motor-powered aircraft pilotage, as well as mountain biking, speleology, ski jumping, mogul skiing, freestyle skiing, heliskiing;
- 30) high-risk sports practising the following 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 pistes or designated skin runs;

- 31) sports equipment equipment that is owned by the Insured, related to the sports discipline that the Insured will practise during a trip abroad; sports equipment shall be understood as ski to practise all varieties of skiing with boots, a board to practise all varieties of snowboarding with boots, a board to practise all varieties of surfing along with sail (windsurfing) or kite (kitesurfing), bike, specialist equipment used for scuba diving;
- 32) inebriation 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;
- 33) Parties AXA Towarzystwo Ubezpieczeń i Reasekuracji S.A. with its registered office in Warsaw and the Policyholder;
- 34) sum insured an upper limit of the Insurance Company's liability defined for particular types of risks;
- 35) 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; within the meaning of these GTCI hospital shall not mean a social care facility, psychiatric hospital, hospice, alcohol, drugs and other substance abuse clinic, sanatorium, spa, recreation and rehabilitation centres;
- Insurance Company AXA Towarzystwo Ubezpieczeń i Reasekuracji S.A. with its registered office in Warsaw;
- 37) permanent health impairment a permanent bodily injury of the Insured caused by an accident covered by insurance; bodily injury shall mean permanent defect of structure or function of an organ or limb:
- 38) Policyholder a tour operator being a party to the master insurance contract, concluding an insurance contract and obliged to pay an insurance premium;
- 39) Insured a natural person, a customer of the Policyholder, who participates in a tourist event and for the account of whom the Policyholder has concluded the insurance contract;
- 40) master insurance contract the contract concluded by the Insurance Company and the Policyholder covering at least medical expenses, immediate assistance and consequences of accidents, specifying the procedure and terms and conditions for the Policyholder's concluding insurance contracts, as well as the scope and terms and conditions of insurance;
- **41**) **insurance contract** an insurance contract concluded according to the procedure specified in the master insurance contract:
- 42) participation agreement a tourist event agreement concluded between the Policyholder and the Insured;
- 43) Beneficiary a person entitled to receive the benefit in the event of death of the Insured, designated personally by the Insured; if no insurance beneficiary has been named, the benefit shall be paid to family members of the Insured in the following order: spouse, children, parents, other legal heirs of the Insured, regardless of whether they indeed succeed to the Insured; if there are a few Insurance Beneficiaries in the family of the Insured, they shall be entitled to equal amounts of the benefit;
- 44) insurance application an application to conclude an insurance contract submitted to the Insurance Company by the Policyholder pursuant to the master insurance contract;
- 45) territorial scope of insurance:
 - a) area A Europe (Republic of Belarus, Czech Republic, Republic of Lithuania, Federal Republic of Germany, Slovak Republic, Ukraine and the Kaliningrad Oblast, Republic of Albania, the Principality of Andorra, Republic of Austria, Kingdom of Belgium, Bosnia and Herzegovina, Republic of Bulgaria, Republic of Croatia, Republic of Cyprus, Kingdom of Denmark, Republic of Estonia, Republic of Finland, French Republic, Hellenic Republic, Kingdom of Spain including the Canary Islands, Ireland, Republic of Iceland, Principality of Liechtenstein, Grand Duchy of Luxembourg, Republic of Latvia, Former Yugoslav Republic of Macedonia, Malta, Republic of Moldova, Principality of Monaco, Kingdom of the Netherlands, Kingdom of Norway, Portuguese Republic, Russian

- Federation, Romania, Republic of San Marino, Republic of Serbia, Republic of Montenegro, Republic of Slovenia, Swiss Confederation, Kingdom of Sweden, Republic of Turkey, Holy See, Republic of Hungary, United Kingdom of Great Britain and Northern Ireland, Italian Republic);
- area B whole world, except for the territory of the Republic of Poland and the country of the Insured's residence;
- 46) practising professional and competitive sports sports practised 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.

Subject and scope of insurance

§ 3

- The master insurance contract and insurance contracts may cover the following scopes of insurance:
 - A. Medical expenses and immediate assistance;
 - B. Consequences of accidents;
 - C. Travel luggage:
 - D. Civil liability;
 - E. Sports equipment;
 - F. Costs of resignation from or discontinuation of a tourist event.
- The coverage under the insurance contract shall only extend over incidents that have taken place within the area that is covered by the territorial scope of insurance.
- 3. The territorial scope of insurance shall be specified by the Policyholder in their insurance application.

CHAPTER II

A. MEDICAL EXPENSES AND IMMEDIATE ASSISTANCE

Subject and scope of insurance

§ 4

The insurance covers the following costs and expenses incurred as a result of sudden illness or accident:

- medical expenses;
- costs of transport to the place of residence or a medical facility within the territory of the Republic of Poland or the country of residence;
- costs of transport of the body to the place of burial within the territory of the Republic of Poland or the country of residence;
- costs connected with organising and providing immediate assistance:
- 5) costs of a rescue operation on the sea and in the mountains.

Medical expenses

- 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 expenses and immediate assistance:
 - medical consultation, including 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, via means of transport that is appropriate to their health condition, up to the equivalent of 100 EUR;

- 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, pursuant to a written recommendation of the attending physician;
- outpatient tests and procedures, medicines (except for vitamins, strengthening drugs, supplements, beauty creams and ointments) and dressing agents prescribed by the attending physician;
- 5) hospitalisation, 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 transportation service, informs the hospital about terms of payment and keeps contact with the hospital:
- 6) dentistry treatment in the case of sudden inflammatory conditions up to the total being an equivalent of 250 EUR for all illnesses requiring immediate medical assistance, occurring within the coverage period;
- 7) repair or purchase of glasses, prostheses, dentures and auxiliary materials if their damage was connected with an accident, whereas 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) board and accommodation for the Insured staying abroad for convalescence, up to 7 days, up to the equivalent of 100 EUR per day, according to a written recommendation of the attending physician, if these costs are accepted by the Emergency Centre and where the transport of the Insured to the Republic of Poland or the country of residence cannot take place immediately after hospitalisation:
- one medical visit and potential necessary transport to a medical facility in connection with pregnancy, to the total limit of 100 EUR;
- 10) incurred on a hyperbaric chamber in medically justified cases, provided that the premium has been paid for an increased risk of scuba diving (high-risk sports).
- 3. Benefit limits defined in item 2 shall apply to:
 - 1) with regard to one Insured:
 - all incidents that have occurred throughout the whole period of insurance.

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 health condition of the Insured and if the Insured was transported as per 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 means of transport that was planned before, as per instructions of the attending physician.
- 3. The Insurance Company shall cover the costs referred to in section 1 and section 2, provided that the cost of transport to the Insured's country of residence exceeds the cost of transport to the Republic of Poland, then the Insurance Company's limit of liability shall be the cost of transport to the Republic of Poland.

Costs of transport of the body

§ 7

- 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:
 - 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.
- The Insurance Company shall cover the costs of purchase of a coffin or an urn as agreed with the Emergency Centre. The liability limit shall be as follows:
 - 1) purchase of a coffin an equivalent of 1250 EUR;
 - cremation an equivalent of 1250 EUR, while this amount is an upper limit for purchase of an urn and cremation of the body.
- 3. The Emergency Centre shall choose the means for transporting the body.

Costs connected with organising and providing immediate assistance

8 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 effectiveness or correctness of the account blocking process carried out by the bank or for any damage resulting therefrom.

In 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 board and accommodation of an assisting person

If the Insurance Company covers costs of hospitalisation 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 100 EUR per day for up to 7 days.

5. Costs of travel of a person summoned for assistance

If the Insurance Company covers costs of hospitalisation 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 a person summoned for assistance, residing in the Republic of Poland or the country of residence up to the equivalent of 2000 EUR. 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 100 EUR per day for up to 7 days.

6. Continuation of travelling as planned

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 travel. The costs of transport shall be covered up to the equivalent of 500 EUR.

Assistance if the Insured's health condition does not allow for the continuation of the return trip by car

If the Insured's health condition, as confirmed in writing by the attending physician abroad, does not allow for driving the car by which

the Insured travelled abroad, and none of the passengers has a driving licence or is able to drive, the Emergency Centre arranges a substitute driver and covers the costs of the driver's service and travel, up to the total equivalent of 1000 EUR. Additionally, the Insurance Company shall cover the costs of accommodation and board of the driver, up to the equivalent of 100 EUR per day for up to 3 days.

Costs of a rescue operation on the sea and in the mountains

§ 9

The insurance covers necessary and documented costs incurred for rescue or search operations (rescue costs) carried out by specialised rescue services to save life or health of the Insured who was involved in an accident (which does not have to result in a permanent bodily injury) or contracted a sudden illness during their stay outside the borders of the Republic of Poland or the country of residence. Rescue costs shall include:

- 1) costs of search activities carried out by specialised rescue services;
- 2) costs of emergency medical assistance at the place of incident;
- costs 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, motor boat).

Sum insured

§ 10

The sum insured as well as 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

§ 11

- The Insurance Company shall not be held liable for costs of medical treatment, transport, transport of the body, immediate assistance and rescue costs in respect of the Insured if there were any medical contraindications to go for a trip abroad beforehand.
- 2. Regardless of general exclusions referred to in § 42, the coverage shall not extend over any costs of medical treatment, costs of transport, costs of transport of the body, costs of organising and providing immediate assistance and rescue costs if they have been incurred as a result of:
 - treatment unconnected with medical assistance provided as a result of sudden illness or accident;
 - treatment, hospitalisation or accommodation if the Insured refused to return to the Republic of Poland or the country of residence against the decision of the attending physician;
 - treatment, hospitalisation or accommodation if treatment can be commenced after the Insured has returned to the Republic of Poland or the country of residence;
 - 4) treatment exceeding the scope of medical services necessary for the Insured to regain health condition that would make their return to the Republic of Poland or the country of residence poscible:
 - sanatorium treatment, therapies in holiday homes or substance abuse clinics, stays in spa centres and hotels;
 - 6) psychoanalytical treatment and psychotherapy;
 - treatment of diseases or consequences of accidents that occurred before the insurance contract was signed or during the term of a previous insurance contract;
 - 8) performing tests that were not necessary to diagnose or treat an illness, check-ups, tests necessary to obtain medical certificates, or preventive vaccinations;
 - 9) plastic surgeries and cosmetic procedures;
 - 10) treatment of mental disorders, depression, innate defects, STDs and AIDS, even if they were not treated before;
 - 11) special nutrition of the Insured, massages, baths, inhalations, therapeutic gymnastics, irradiation (even if recommended by a physician) and other rehabilitation and physical therapy procedures;

- 12) abortion procedure;
- 13) pregnancy, except for one medical visit and necessary transport to a medical facility in connection with pregnancy (up to the total being an equivalent of 100 EUR);
- 14) childbirth that took place after 32nd week of pregnancy;
- artificial fertilisation, any other infertility treatment and purchase of contraceptives;
- **16**) the use of non-standard services during hospitalisation, such as the use of radio, TV, hairdresser's or cosmetic services, etc.;
- 17) conservative and prosthetic dentistry treatment (except for sudden inflammatory conditions specified in § 5 section 2 item 6 of these GTCI);
- 18) treatment with drugs not approved by conventional medicine.
- The coverage shall not extend either over the risks listed below, unless an additional premium has been paid for them:
 - 1) performing manual work abroad (code: PF);
 - 2) practising high-risk sports (code: SWR);
 - practising professional and competitive sports or participation in sports competitions, races, performances and practice (code: WS):
 - 4) practising extreme sports (code: SE);
 - 5) consequences of chronic and malignant diseases (code: CP);
 - 6) practising amateur summer and winter sports (code: AS).
- The master insurance contract may specify the deductible: not lower than the equivalent of 20 EUR and not higher than the equivalent of 60 EUR.
- If costs are settled by the Emergency Centre in a non-cash form, the deductible shall not be applied.

B. CONSEQUENCES OF ACCIDENTS

Subject and scope of insurance

- 1. The subject of insurance is the Insured's life and health.
- 2. The Insurance Company shall pay following benefits:
 - 1) if the Insured dies as a result of an accident the benefit equal to 50% of the sum insured
 - for consequences of accidents, provided that the Insured died within 12 months after the date of the accident;
 - 2) if the Insured sustained a permanent health impairment due to an accident – the benefit established as the product of the sum insured for consequences of accidents and the per cent of the permanent health impairment specified in the table below.

Item	Type of bodily injury		Permanent health impairment in%	
		right*	left*	
1	Skull fracture:			
а	bones of the skull	1-2	1–20	
b	face bones – jaws, zygomatic bone	1-2	20	
2	Mandible fracture	1-1	15	
3	Nasal bone fracture	1-:	1–10	
4	Spinal fracture:			
а	cervical spine	1-4	40	
b	thoracic spine	1-2	25	
С	lumbar spine	1–3	35	
5	Fracture of sternum	1-:	10	
6	Rib fracture	1-	-5	
7	Fracture of bones comprising the pelvis (excluding the tail bone):			

Item	Type of bodily injury	Permanent health impairment in%		
		right*	left*	
а	in anterior segment (pubis bone and ischium)	5-	-15	
b	in anterior and posterior segment (Malgaigne type)	10–35		
8	Femur fracture (within the proximal epiphysis, the neck and the body)	5–55		
9	Fracture (intraarticular) of the distal epiphysis of femur or of the proximal epiphysis of tibia	1-	1–30	
10	Tibia fracture	5-	5–40	
11	Fibula fracture	1-	1–5	
12	Kneecap fracture	5-	40	
13	Tibia and fibula (both shank bones) fracture	5-	40	
14	Calcaneus fracture	1-	25	
15	Talus bone fracture	1-	20	
16	Tarsus bone fracture	1-	15	
17	Metatarsal bone fracture	1-	15	
18	Fracture of a big toe	1-	12	
19	Fracture of toes from II to V (for each toe)	1-	-3	
20	Total loss of a lower limb in the area of:			
а	hip joint	75		
b	thigh	70		
С	knee joint	65		
d	shin	5	50	
21	Total loss of a foot	40		
22	Total loss of a big toe (in the case of partial loss – 1/3 of the value for each phalanx bone)	6		
23	Total loss of toe from II to V (in the case of partial loss – 1/3 of the value for each phalanx bone)	2	2	
24	Fracture of a scapula	1–40	1–35	
25	Fracture of the clavicle	1–15	1–10	
26	Fracture of proximal epiphysis of humerus	1–30	1–20	
27	Fracture of the body of humerus	5–45	5–40	
28	Fracture (intraarticular) of the distal epiphysis of humerus or of the proximal epiphysis of radial bone or the proximal epiphysis of ulna	1–25	1–20	
29	Fracture of ulna body or radial bone body	1–30	1–25	
30	Fracture (intraarticular) of the distal epiphysis of ulna or of the distal epiphysis of radial bone	1–25	1–20	
31	Fracture (intraarticular) of the distal epiphyses the radial bone and ulna (both forearm bones)	1–35	1–30	
32	Wrist and metacarpus fracture	1–25	1–20	
33	Fracture in the thumb area	1–20	1–15	
34	Fracture of the index finger	1–15	1–12	
35	Fracture within the area of finger III to V (for each finger)	1–10	1–7	
36	Total loss of an upper limb in the area of:			
а	shoulder	75	65	
b	arm	70	60	
С	forearm	65	55	
d	wrist	55	45	
37	Total loss of a thumb (in the case of partial loss – 1/3 of the value for each phalanx bone)	20	15	

tem	Type of bodily injury	Permane impairm	
¥		right*	left*
38	Total loss of an index finger (in the case of partial loss $-1/3$ of the value for each phalanx bone)	15	10
39	Total loss of finger from III to V (in the case of partial loss – $1/3$ of the value for each phalanx bone)	5	4
40	Total loss of sight in both eyes	10	00
41	Total loss of sight in one eye	4	0
42	Total loss of sight in one eye without the loss of eye	3	5
43	Total loss of one auricle	1	0
44	Total loss of hearing in both ears	6	0
45	Total loss of hearing in one ear	2	0
46	Total loss of speech	10	00
47	Total loss of the tongue	4	0
48	Total loss of the nose (along with nasal bones)	1	5
49	Total loss of smell	1	0
50	Total loss of a lung	3	0
51	Total loss of a kidney	3	5
52	Total loss of the stomach	2	0
53	Total loss of the spleen	1	5
54	Total loss of the uterus	4	0
55	Total loss of the mammary gland	2	5
56	Total loss of an ovary or a testicle	20	
57	Total loss of the phallus	3	5
58	Chronic quadriplegia	10	00
59	Chronic paraplegia	8	0
60	Concussion	5	5
61	Cerebral contusion	1	0
62	Second-degree burn of up to 1% of the total body surface area	1-	-5
63	Second-degree burn of 1–15% of the total body surface area	6-:	20
64	Second-degree burn of 16–30% of the total body surface area	21-	-35
65	Second-degree burns of over 30% of the total body surface area	36-	100
66	Third-degree burn of up to 5% of the total body surface area	1-	20
67	Third-degree burn of 6–10% of the total body surface area	21-	-50
68	Third-degree burn of over 10% of the total body surface area	51–	100
69	Burn of the respiratory track treated in hospital	1–1	.00
70	Second or higher degree of frostbite (for each finger or toe)		5
71	Second or higher degree of frostbite – more than one finger or toe	1	5
72	Second or higher degree of frostbite of nose or ear	2	0
73	Damage to integuments of the face (scars and losses)	1-:	
74	Scars of chest integuments	1–20	

tem	Type of bodily injury	Permanent health impairment in%	
=		right*	left*
75	Scars of abdomen integuments	1-2	20
76	Scars of integuments of an upper or a lower limb	1–15	

^{*} detriment in left-handed persons is established according to the percentage specified for the right side

Determination of benefits

§ 13

- Permanent health impairments within the meaning of the 'Kontynenty' GTCI shall be only such impairments that are mentioned in the permanent health impairment table.
- Types and amounts of benefits due shall be determined after establishing a causal link between an accident and death or permanent health impairment.
- 3. The level of permanent health impairment is determined by physicians appointed by the Insurance Company based on medical documentation. In disputable cases the Insurance Company reserves the right to refer the Insured to the medical board examination.
- 4. The level of permanent disability should be determined immediately after the treatment has ended, taking into account the recommended mobility improvement treatment but not later than within 24 months after the date of the 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 had already been limited before the accident due to an illness or disability, the level of permanent health impairment shall be determined as a 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 has 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.
- The total level of permanent health impairment is equal to the number of per cents established for particular types of permanent health impairment, on the proviso that their total value cannot exceed 100%.
- 8. If the Insured sustained 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 amount of the benefit related to death shall be the difference between 50% of the sum of an accident insurance and the amount of the benefit related to permanent health impairment that has already been paid.

Sum insured for consequences of accidents

§ 14

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

Limitation and exclusion of liability

§ 15

- Regardless of general exclusions referred to in § 42, the Insurance Company shall not be held liable in the case of:
 - medical treatment undergone by the Insured, unless it was connected with the treatment of accident consequences and was recommended by a physician;
 - poisoning with solid or liquid substances that entered the body by ingestion;
 - occupational disease and other diseases, even those occurring suddenly or manifesting themselves after an accident;

- 4) pregnancy or labour disruptions;
- driving a car or any other vehicle by the Insured without the required qualifications;
- 6) innate defects, tropical diseases;
- 7) infections, provided that the coverage exists 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 slight skin and mucous membrane abrasion; consequences of viral or bacterial infections resulting from abrasions during an accident or at a later date shall not be covered by the insurance protection; however, these limitations shall not apply to rabies and tetanus:
- 8) ventral hernia or inguinal hernia; injuries of intervertebral discs;
- internal organ bleeding, however, the coverage applies when this has been caused by an accident;
- 10) cerebral haemorrhages, heart attacks, strokes.
- The coverage shall not extend either over the risks listed below, unless an additional premium has been paid for them:
 - 1) performing manual work abroad (code: PF);
 - 2) practising high-risk sports (code: SWR);
 - practising professional and competitive sports or participation in sports competitions, races, performances and practice (code: WS):
 - 4) practising extreme sports (code: SE);
 - 5) consequences of chronic and malignant diseases (code: CP);
 - 6) practising amateur summer and winter sports (code: AS).

C. TRAVEL LUGGAGE OF THE INSURED

Subject and scope of insurance

§ 16

- The subject of insurance is the travel luggage of the Insured during a trip abroad.
- The coverage extends over travel luggage under direct care of the Insured and the luggage that has been:
 - entrusted to a professional carrier based on an appropriate 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;
 - left in a locked room in the place of accommodation of the Insured (except for a tent);
 - 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 travel luggage of the Insured only if it has happened as a result of:
 - a fortuitous event, such as fire, hurricane, flood, torrential rain, hail, avalanche, direct thunder strike, earthquake, subsidence or landslide;
 - destruction of or damage to the insured luggage during a rescue operation carried out in connection with the fortuitous events listed in item 1);
 - 3) road, water transport or airplane accident;
 - burglary into the rooms mentioned in section 2 and to a locked car trunk or a locked luggage hold and as a result of robbery;
 - accident or sudden illness, as a result of which the Insured was unable to take care of the luggage and secure it;
 - 6) luggage loss if the luggage was in the care of a professional carrier, based on a transportation document.

Sum insured for luggage

§ 17

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

Limit of liability

§ 18

- Regardless of general exclusions referred to in § 42, the Insurance Company shall not be held liable for damage:
 - 1) involving damage to or theft of car equipment;
 - 2) arising from loss or abandonment of things;
 - involving destruction of or damage to luggage containers only (suitcases, travelling trunks etc.);
 - 4) arising from the defects of the insured item;
 - 5) involving damage to or destruction or loss of things as a result of their wear and tear, self-ignition, self-damage or leakage and with regard to breakable items or items in glass containers – also breaking or loss of value of the damaged thing;
 - 6) resulting from burglary into a roof luggage carrier of a car, if only one of the carrier walls is made of a weak material (such as tarpaulin) or if the carrier was not appropriately locked;
 - to cameras and electrical equipment due to their defects or impact of electrical current during operation, unless the electrical current has caused fire;
 - resulting from emission, leakage or substances otherwise getting to the air, water or soil;
 - resulting from retention, destruction or confiscation by customs bodies or other authorities.
- 2. The coverage shall not extend over:
 - 1) gold, silver, platinum in scrap or bars;
 - means of payment (payment cards, cash etc.), travel tickets, vouchers, bank books and savings certificates, securities and keys;
 - audiovisual equipment, communication equipment, photographic equipment, subject to the provisions of section 3;
 - 4) jewellery, watches, works or art, antiques and collections;
 - 5) computer hardware and software and data on carriers of any kind;
 - 6) sports equipment and vessels;
 - 7) weapon of any kind and hunting trophies;
 - 8) fuels, car accessories and equipment of caravans and boats;
 - 9) items used for trading, service or manufacturing activity;
 - 10) cars, caravans, hearses and other means of transport;
 - 11) medical equipment, medicines, prostheses;
 - 12) items made of fur;
 - 13) food, alcohol, cigarettes.
- 3. Mobile phones, video games, photographic equipment and video cameras, equipment for sound and video recording and playback are insured only for the risk of robbery if carried along, whereas the upper limit of the Insurance Company's liability for the such damage shall be 50% of the sum insured for luggage.
- 4. 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.
- The compensation amount is established based on market prices on the compensation establishment day, taking into account the degree of wear and tear.
- 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.

D. CIVIL LIABILITY OF THE INSURED

Subject and scope of insurance

§ 19

The subject of insurance is civil liability of the Insured in private life for personal damage (murder, 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 stay.

§ 20

Within the civil liability insurance the Insurance Company shall be held liable only for damage resulting from act or omission by the Insured and provided than the incident resulting in the 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.

§ 21

- 1. Within the limits of liability the Insurance Company shall:
 - 1) examine the legitimacy of claims filed against the Insured;
 - cover justified costs that are to prevent the extent of damage from increasing:
 - cover the costs of opinions given by experts appointed with approval of the Insurance Company to examine the circumstances and extent of damage;
 - 4) pay the compensation which the Insured is obliged to pay to the injured person for damage covered by the contract based on an out-of-court settlement concluded or approved by the Insurance Company, acknowledgement or final court judgement;
 - cover the costs of hiring a defence attorney to represent the Insured during court proceedings if this attorney was appointed by the Insurance Company or with its approval.
- The upper limit of the Insurance Company's liability towards one Insured in respect of all insurance incidents occurring during the period of insurance shall be the sum insured in civil liability insurance, regardless of the number of persons that caused or contributed to damage.
- 3. In case of violation of the obligation referred to in § 46 section 4 item 2), the Insurance Company shall be exempt from the obligation to perform, unless the Insured could not act otherwise due to circumstances of the event

Sum insured/Guaranteed sum

§ 22

The guaranteed sum as well as limits and sub-limits of the guaranteed sum for civil liability of the Insured are defined in the Table in § 34.

Limit of liability

- 1. The Insurance Company shall not be held liable for damage resulting from possession of the following during a trip abroad:
 - dogs;
 - 2) horses;
 - 3) wild and exotic animals;
 - bladed or stabbing weapons and firearms as well as their use for sport or self-defence.
- 2. The Insurance Company shall not extend the coverage over any damage not exceeding the equivalent of 250 EUR 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.
- The Insurance Company shall not extend the coverage over mutual claims filed by persons for the account of whom an insurance contract has been concluded, as well as relatives' claims against persons for the account of whom an insurance contract has been concluded.
- 4. Regardless of general exclusions referred to in § 42, the Insurance Company shall not be held liable for damage:
 - 1) done to relatives;
 - 2) done deliberately by persons for whom the Insured is responsible;
 - for which compensation should be paid based on mandatory civil liability insurance policies;

- 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 normal operation of an item or resulting from its technical wear and tear:
- resulting from contractual liability (for non-performance or improper performance of an obligation);
- resulting from providing work, practising a 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) connected with practising high-risk sports (code: SWR);
- connected with practising professional or competitive sports or participation in sports competitions, races, performances and practice (code: WS);
- 12) connected with practising extreme sports (code: SE);
- 13) connected with practising amateur summer and winter sports (code: AS), unless an additional premium has been paid; if the additional premium has been paid, the sum insured in civil liability insurance connected with practising amateur summer and winter sports shall be the equivalent of 10,000 EUR; in the case of the Insured's civil liability for damage to property connected with practising amateur summer and winter sports, the total amount of the Insurance Company's benefit related thereto may not exceed 1000 EUR.

E. SPORTS EQUIPMENT

Subject and scope of insurance

§ 24

- The subject of insurance is the sports equipment owned by the Insured during a trip abroad.
- The coverage extends over the sports equipment under direct care of the Insured and the equipment that has been:
 - entrusted to a professional carrier based on an appropriate 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;
 - left in a locked room in the place of accommodation of the Insured (except for a tent);
 - 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:
 - a fortuitous event, such as fire, hurricane, flood, torrential rain, hail, avalanche, direct thunder strike, earthquake, subsidence or landslide;
 - destruction of or damage to the insured luggage during a rescue operation carried out in connection with the fortuitous events listed in item 1);
 - 3) road, water transport or airplane accident;
 - burglary into the rooms mentioned in section 2 and to a locked car trunk or a locked luggage hold and as a result of robbery;
 - accident or sudden illness, as a result of which the Insured was unable to take care of the sports equipment or secure it;
 - luggage loss if the luggage was in the care of a professional carrier, based on a transportation document.
 - 7) damage to or destruction of sports equipment when practising sports, if the damage to or destruction of the sports equipment resulted from an accident during a trip abroad, confirmed by a medical diagnosis.

4. A prerequisite to insure ski to practise all varieties of skiing with boots, a board to practise all varieties of snowboarding with boots, a board to practise all varieties of surfing 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

§ 25

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.

Limit of liability

§ 26

- Regardless of general exclusions referred to in § 42, the Insurance Company shall not be held liable for the loss or destruction of or damage to the sports equipment:
 - caused intentionally by the Insured, a person for whom they are responsible or a member of the Insured's family;
 - caused in connection with practising sports where it is not allowed:
 - caused by the use of the equipment contrary to its intended purpose;
 - 4) that occurred during relocation;
 - 5) left unattended, subject to the provisions of § 24 section 2 item 5);
 - 6) resulting from the use of the sports equipment, subject to the provisions of § 24 section 3 item 7);
 - resulting from confiscation, retention or destruction by customs bodies or other state authorities.
- 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.
- 3. The compensation for sports equipment is established based on market prices applicable on the compensation establishment day, 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.

F. INSURANCE FOR THE COSTS OF RESIGNATION FROM OR DISCONTINUATION OF A TOURIST EVENT

Subject and scope of insurance

- The subject of insurance are the costs of resignation from or discontinuation of a tourist event due to unexpected emergencies listed in section 5 that are beyond the Insured's control.
- The costs of resignation from a tourist event are understood as charges provided for in a written agreement between a travel agency and the Insured that the Insured has had to pay in connection with their resignation from a tourist event prior to the commencement thereof.
- 3. The costs of discontinuation of a travel event are understood as additional costs of return transport incurred by the Policyholder, constituting the difference between the costs of return transport that are provided for in the agreement with a travel agency and the costs of transport associated with early return from the event.
- 4. The Insurance Company shall refund additional costs of return transport according to the standard of transport services that is provided for in the agreement with a travel agency. Transport costs are refunded only if the agreement with a travel agency includes round-trip transportation.
- 5. The Insurance Company shall refund the fees paid by the Insured in connection with the resignation from or discontinuation of a tourist event only if they result from the following reasons:

- accident, sudden illness, premature labour by the Insured if these prevent them from participation in the event or cause the death of the Insured;
- accident, sudden illness, premature labour by the Insured's relative or death of a relative:
- 3) a serious fortuitous event that necessitates the Insured's presence at the place of residence on the scheduled day of departure burglary into a flat, fire, flooding, hurricane or any fortuitous event at the place of the Insured's residence;
- an unconditional summons to appear issued by the administrative authorities of the Republic of Poland and delivered to the Insured during their stay abroad, with the exception of summons by the military authorities;
- 5) the occurrence of 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;
- 6) death, accident, premature labour or sudden illness of a trip companion whose details were given by the Insured when signing the agreement with a travel agency – only if the agreement covers the rental of a holiday house or flat (apartment), and the rental price has been determined in total for the indicated number people. The number of people reported may not exceed that permitted in the agreement with a travel agency.

Sum insured for the costs of resignation from or discontinuation of a tourist event

§ 28

- The sum insured for the costs of resignation from or discontinuation of a tourist event is the prices of the tourist event.
- 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 4000 EUR.
- 3. In case of resignation from a tourist event, the Insured, subject to the provisions of section 2, shall receive the benefit equal to 80% or 100% of the costs incurred but not refunded, depending on the provisions of the master insurance contract.

Limit of liability

§ 29

- Regardless of general exclusions referred to in § 42, the Insurance Company shall not be held liable if a tour operator is notified of cancellation of participation in a tourist event and the reasons therefor later than 2 days after the incident justifying the cancellation.
- The Insurance Company shall not be held liable if the resignation from or discontinuation of a tourist event is associated directly or indirectly with:
 - 1) pregnancy and complications in pregnancy;
 - 2) mental or emotional disorders;
 - 3) medical checks other than resulting from an immediate need;
 - 4) failure to get oneself vaccinated before a trip;
 - 5) a consequence of a chronic or malignant disease with which the Insured or relative was diagnosed prior to the conclusion of the insurance contract, mental disorders, depression, innate defects (in the case of a chronic or malignant disease with which the Insured or relative was diagnosed it is possible to include the Insurance Company's liability subject to the payment of an additional premium).
- The Insurance Company shall not be held liable if the Insured receives a benefit in connection with the same incident under another insurance contract or the benefit has been covered by other institutions.
- 4. The Insurance Company shall not refund additional costs incurred by the Insured in connection with the notification of resignation from or discontinuation of a tourist event, not included in the event price (visas, telephone calls, etc.).

CHAPTER III

COMMON PROVISIONS

The master insurance contract and insurance contracts

§ 30

The master insurance contract and insurance contracts may be concluded on the conditions that the Parties agree in writing and that deviate from the provisions of the 'Kontynenty' GTCI. This shall not apply, however, to the requirement in \S 31.

§ 31

- The master insurance contract should include at least medical expenses and immediate assistance and consequences of accidents.
- 2. The master insurance contract is concluded for at least 12 months.

Contents of an insurance contract

§ 32

- The content of the insurance contract is included in the 'Kontynenty' GTCI, master insurance contract and insurance application.
- In insurance contracts for participants of the same tourist event covered by the same scope of insurance, the same premium amount and sums insured are established.
- 3. By entering into an insurance contract, the Insured shall release physicians and medical facilities providing treatment nationwide and abroad from the obligation to keep medical secret and agrees to making medical documentation available to representatives of the Insurance Company to the extent required for the claims handling process.
- 4. By entering into an insurance contract, the Insured agrees to the obtainment from the National Health Fund (NFZ) of names and addresses of service providers that have provided health care services in connection with an accident or a fortuitous event which is the basis to determine the Insurance Company's liability, amount of compensation or value of the benefit.

Execution of an insurance contract

§ 33

- The insurance contract is concluded at the Policyholder's request submitted in the manner and within the time limit specified in the master insurance contract.
- 2. The insurance contract for the costs of resignation from or discontinuation of a tourist event may be concluded not later than 5 days after the tourist event participation agreement and the payment of the advance in whole or in part. If there are less than 30 days to the tourist event start date, the insurance contract for the costs of resignation from or discontinuation of a tourist event may only be concluded on the day of the tourist event participation agreement.
- A document necessary to conclude an insurance contract for the costs of resignation from or discontinuation of a tourist event is the original copy of the Insured's tourist event participation agreement.
- The insurance contract may be concluded for at least 1 day and for not more than 12 months.
- As a confirmation that the insurance contract has been concluded, the Insured receives an insurance certificate.

Sum insured and guaranteed sum

- The sum insured and the guaranteed sum are the upper limit of the Insurance Company's liability in respect of one trip abroad for one Insured under the insurance contract for which these sums have been defined.
- The sum insured and the guaranteed sum shall be reduced by each benefit or compensation paid under the insurance contract for which these sums have been defined in respect of one trip abroad for one Insured.

3. The sum insured and the guaranteed sum for individual types of insurance are presented in the table below:

Scope of Insurance	Sum insured/Guaranteed sum
MEDICAL EXPENSES AND IMMEDIATE ASSISTANCE	up to 10,000 or 20,000 EUR for area A up to 30,000 EUR for area B
Outpatient clinic	up to the sum insured for medical expenses, except for USA, Canada, Japan, Australia and the Caribbean – the limit of 2000 EUR
Transport of the Insured to a medical facility, between medical facilities	up to the sum insured for medical expenses
Dental treatment	up to 250 EUR
Repair or purchase of prostheses, glasses	up to 10% of the sum insured for medical expenses
Transport of the Insured to the Republic of Poland	up to the sum insured for medical expenses
Transport of the Insured body	up to the sum insured for medical expenses
Purchase of a coffin or costs of cremation and purchase of an urn	up to 1250 EUR
1 pregnancy-related medical visit	up to 100 EUR
Costs of the Insured's convalescence	up to 100 EUR per day, up to 7 days
Costs of board and accommodation of an assisting person	up to 100 EUR per day, up to 7 days
Costs of travel of a person summoned for assistance	up to 2000 EUR
Costs of transport of the Insured to continue travel	up to 500 EUR
Rescue costs	up to 5000 EUR
Substitute driver to transport the Insured back by their own car	up to 1000 EUR
CONSEQUENCES OF ACCIDENTS	2000 EUR 4000 EUR for area A for area B
Benefit relative to the total health impairment	100% of the sum insured for consequences of accidents
Benefit relative to a partial health impairment	specific % of the sum insured for consequences of accidents
Benefit in the case of death	50% of the sum insured for consequences of accidents
TRAVEL LUGGAGE	up to 200 EUR up to 400 EUR for area A for area B
CIVIL LIABILITY	up to 50,000 EUR
Damage to property (up to 10% of the guaranteed sum)	up to 5000 EUR
Personal injuries	up to 50,000 EUR
Civil liability connected with practising amateur summer and winter sports	up to 10,000 EUR
Damage to property (up to 10% of the guaranteed sum)	up to 1000 EUR
Personal injuries	up to 10,000 EUR
SPORTS EQUIPMENT	up to 700 EUR
COSTS OF RESIGNATION FROM OR DISCONTINUATION OF A TOURIST EVENT	price of the event – not more than 4000 EUR per person

Coverage

§ 35

Unless the master insurance contract provides otherwise, the coverage for:

- medical expenses and medical assistance, consequences of accidents, travel luggage insurance, civil liability insurance and sports equipment insurance:
 - a) commences as of the moment of the Insured's crossing the border of the Republic of Poland or the country of residence during a trip abroad as part of a tourist event, but not earlier than at the start of the day that the participation agreement designates as the tourist event start date, and in the case of tourist events "with participants' own transport" commences x days (specified by the Insured) before the actual start date of the tourist event as specified in the participation agreement, but not earlier than the moment of the Insured's crossing the border of the Republic of Poland or the country of residence, unless the Insured pays the premium for the period of own transport;
 - b) ends as of the moment of the Insured's completing their return trip from abroad crossing the border of the Republic of Poland or the country of residence, but not later than at the expiry of the day that the participation agreement designates as the tourist event end date, and in the case of tourist events "with participants' own transport" ends as of the moment of the Insured's completing their return trip from abroad crossing the border of the Republic of Poland or the country of residence, but not later than x days (specified by the Insured) after the actual end date of the tourist event as specified in the participation agreement, unless the Insured pays the premium for the period of own transport;
- 2) the costs of resignation or early return from a tourist event commences as of the day of conclusion of the tourist event participation agreement, and ends as of the tourist event end date, but not later than the end date of the tourist event specified in the tourist event participation agreement.
- 2. The insurance period is specified in the insurance contract.
- 3. The insurance period may be extended only prior to its expiry and requires that a new insurance certificate be issued.
- 4. The Insurance Company's liability only covers insurance incidents that occur during the period when relevant coverage applies.

Withdrawal from the master insurance contract

§ 36

- 1. If the master insurance contract is concluded for a term longer than 6 months, the Policyholder has the right to rescind the master insurance contract within 30 days and, if the Policyholder is an entrepreneur, within 7 days after 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. Withdrawal from the master 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.
- Withdrawal from the master insurance contract must be in writing to be effective.

§ 37

Termination of the master insurance contract does not limit the coverage under insurance contracts that have been concluded based thereon.

Premium

- The premium shall be calculated based on the current premium tariff of the Insurance Company.
- The insurance premium depends in particular on the period of insurance, scope of insurance, territory, the sum insured and the guaranteed sum.
- 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 applicable on the last day of the month preceding the month of the insurance contract, to a designated bank account.
- Against payment of an additional premium, the scope of insurance may be extended to include the risks related to:
 - 1) performing manual work abroad (code: PF);
 - 2) practising high-risk sports (code: SWR);
 - practising professional and competitive sports or participation in sports competitions, races, performances and practice (code: WS):
 - 4) practising extreme sports (code: SE);
 - 5) consequences of chronic and malignant diseases (code: CP) for both medical expenses and consequences of accidents, as well as costs of resignation from or discontinuation of a tourist event;
 - 6) practising amateur summer and winter sports (code: AS).

Premium refund

§ 39

- The Policyholder shall be refunded the premium for the period of unused coverage.
- The premium is refunded 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 applicable on the last day of the month preceding the month of the insurance contract.
- 3. The premium for the period of unused coverage shall be refunded without deducing processing charges.

Determination and payment of compensation and benefits

§ 40

- 1. If the Insured failed to perform any obligation specified in these GTCI intentionally or due to gross negligence and this affected the scope of the Insurance Company's liability or the value of the benefit or compensation, the Insurance Company may refuse to pay compensation or the benefit to the extent the failure to perform these obligations contributed to the increase of damage or the value of the benefit provided by the Insurance Company or prevented the Insurance Company from determining circumstances and consequences of the accident.
- 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.
- 3. Within 7 days from receipt of a notice about the occurrence of an incident covered by insurance, the Insurance Company shall inform the person filing a claim in writing or in any other form approved by that person about 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 the provisions of section 2 above 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 after reporting the fortuitous event covered by insurance or without determining the actual circumstances of the incident, legitimacy of claims and value of the benefit.
- The Insurance Company shall provide the benefit or pay compensation due within 30 days from the date of being informed about the accident.
- 5. If within the period specified in section 3 it is impossible to clarify the circumstances necessary to establish the liability of the Insurance Company or value of the benefit or amount of compensation, the benefit shall be provided or compensation shall be paid within 14 days from the day it was possible to explain such circumstances when exercising due diligence, however, the undisputed part of the

- benefit or compensation shall be paid by the Insurance Company within the period specified in section 4.
- 6. 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 person filing a claim in writing about reasons for impossibility to satisfy claims.
- 7. The benefit shall be provided or compensation shall be paid in the territory of the Republic of Poland in PLN, according to an average exchange rate from the last table of the National Bank of Poland announced at the incident date, to the Insured or the Beneficiary, except for costs directly refunded abroad to service providers as well as pecuniary benefits covered by assistance services or medical expenses, as well as benefits or compensation paid abroad for civil liability.
- 8. 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.
- 9. If the person claiming 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.
- 10. If the Insured dies after acquiring the right to be paid compensation due to incidents covered by insurance, the Insurance Company shall pay the compensation to the beneficiary or other persons – in accordance with the provisions of § 2 item 42).

Transfer of claims to the Insurance Company

8 41

- 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.
- A claim of the Insured towards persons sharing the same household with the Insured or for whom the Insured is responsible shall not be transferred to the Insurance Company.
- In the case of an accident, the Insured shall secure the possibility to assert claims for damage against persons responsible for the damage.
- 4. If the Insured renounces a claim against the person responsible for damage without the Insurance Company's approval or performs obligations listed in section 3 in an improper manner, the Insurance Company shall be released from the obligation to perform to the extent it was impossible to assert recourse claims against the person responsible for damage. In case such 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 the rules specified in the preceding sentence.

General exclusions of the Insurance Company's liability

- The Insurance Company shall not be held liable for damage resulting from intentional activity or gross negligence or omission by the Insured.
- 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. The coverage provided by the Insurance Company shall not extend over the incidents resulting from:
 - warfare, acts of terror, martial law, state of emergency or participation of the Insured in riots, disturbances, strikes, manifestations, road blockades and struggles, on the proviso that the insurance covers applies during a trip abroad to injuries sustained

by the Insured as a result of 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; liability of the Insurance Company shall not apply, however, when a trip abroad is made to the country where war or civil war is in progress as well as when the Insured takes an active part in war, acts of terror or civil war; the Insurance Company's coverage shall not extend either over accidents caused by nuclear, biological or chemical weapons;

- 2) participation in bets;
- mental illness, mental retardation or mental disorders of the Insured and the consequences thereof;
- 4) fit of convulsion or epileptic seizure;
- 5) an accident resulting from the Insured's inebriation or their use of drugs, medicines or other intoxicants, driving a vehicle without qualifications required under the law of the particular country or attempting to commit or committing suicide or 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 involving rivalry, in spite of payment of an additional premium to insure high-risk sports;
- 7) accidents in which the Insured was involved when participating in events as a driver or a passenger of a motor vehicle together with exercises or training accompanying these events which aim at driving at the highest speed;
- 8) plane crash if the Insured was a pilot or a passenger of an airplane of unlicensed airlines;
- 9) active service of the Insured in armed forces;
- 10) suicide, attempted suicide or self-injury by the Insured;
- 11) skiing or snowboarding outside pistes or designated skin runs, unless an additional premium has been paid to insure high-risk sports (code: SWR).

General obligations of the Policyholder and the Insured

§ 43

- The Policyholder and the Insured are obliged to disclose to the Insurance Company all the circumstances known to them about which the Insurance Company inquired in writing prior to the conclusion of an insurance contract.
- 2. The Insurance Company shall not be held liable for the consequences of the circumstances of which it has not been notified in violation of the provisions of section 1. If the violation of sections 1 occurred due to the Policyholder's or the Insured's wilful misconduct, in case of doubt it is assumed that the accident provided for in the insurance contract and its consequences are the result of circumstances that have not been notified to the Insurance Company.
- 3. The Policyholder shall pay the premium in the amount and by date specified in the master insurance contract.
- 4. 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 stakeholders, prior to their entering into the insurance contract, in writing or, if the stakeholder agrees thereto, on any other durable medium, the general terms and conditions of insurance with annexes.

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

- The Insured shall prevent damage from being increased and limit its consequences, if possible.
- 2. In the case of an incident covered by an insurance contract, the Insured or the person acting on their behalf shall:
 - 1) before taking any actions on their own,

- request help from the Emergency Centre unconditionally and immediately by phone; the phone number of the Emergency Centre is given on the certificate that confirms conclusion of the insurance contract, the number is available 24/7; information is provided in Polish;
- 2) explain circumstances the Insured is in details, define required help and provide the following information to an employee of the Emergency Centre:
 - a) policy number;
 - b) full name of the Insured;
 - phone number to be used by the Emergency Centre to contact the Insured or their representative;
- provide the Emergency Centre physicians with access to all medical information:
- observe the recommendations of the Emergency Centre by providing information and the necessary powers of attorney:
- 5) make it possible for the Emergency Centre to take measures required to determine the circumstances of damage and legitimacy and amount of a claim as well as provide the necessary help and explanations.
- 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 case the Insured failed to perform the obligations referred to in section 2 and 3 due to reasons beyond their control and in case the Insured incurred costs of medical treatment or immediate assistance at the place of incident, 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 certificate.
 - In the case of violation of the obligations specified above 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 accident.
- 5. Report of a claim for the provision of the benefit or payment of compensation under insurance of medical expenses and immediate assistance should contain:
 - the master insurance contract number as specified in the insurance certificate;
 - a detailed description of the incident circumstances;
 - a medical opinion describing the type and nature of injuries, including a detailed diagnosis and the prescribed treatment;
 - 4) all invoices, bills and hospital reports that will make it possible for the Insurance Company to determine total costs of treatment incurred by the Insured.
- 6. In the event of an accident, the Insured shall:
 - 1) obtain medical documentation providing a 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) an 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 the 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.
- 7. If the Insured dies, the specifically named Beneficiary shall submit, apart from documents set out in section 6, an identity card and a copy of 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.

- 8. At the request of the Insurance Company, the Insured shall
 - undergo medical or diagnostic examinations with minimum risk, excluding genetic examinations, to determine health condition or the level of permanent invalidity or health impairment; costs of these examinations shall be borne by the Insurance Company;
 - 2) make results of these examinations or medical documentation on the course of treatment available to the Insurance Company or give consent for the Insurance Company to apply to relevant persons or institutions for making this data or these documents available:
 - 3) grant a written consent to the Insurance Company to apply to entities providing health services to the Insured for information connected with verification of the data submitted by the Insured on their health condition, determine the right to the benefit under the insurance contract and the amount of the benefit, as well as release these entities from the obligation to keep information on health services provided to the Insured confidential.

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

§ 45

- The Insured shall comply with the provisions that are aimed to prevent damage, and especially must exercise due diligence while protecting the property.
- 2. The Insured shall be entitled to compensation for loss of travel luggage and sports equipment provided that the travel luggage and/or sports equipment is not recovered by the Insured. If the travel luggage and/or sports equipment for which compensation has been paid is recovered by the Insured in immaculate condition, the Insured shall return the amount of the compensation paid to them and the Insurance Company shall cover only the necessary costs connected with recovery of travel luggage and/or sports equipment, but not exceeding the compensation amount that would be due if the travel luggage and/or sports equipment were not recovered.
- 3. In the event of damage, the Insured shall:
 - 1) prevent the damage extent from increasing;
 - secure evidence for occurrence of the damage, i.e. the loss or destruction of and damage to the luggage or sports equipment;
 - 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 after the incident, notify the police of each burglary, robbery or loss of insured items and obtain a written confirmation of this fact with specification of the lost items (type and quantity) and their value;
 - 5) inform a competent carrier or managers of a hotel, holiday house, campsite, etc. of each instance of damage that was caused in a public mean of transport or in a place of accommodation and obtain a written confirmation of this fact with specification of the lost items (type, quantity) and their value;
 - 6) obtain a written confirmation of the damage with specification of the lost items (type, quantity) from competent authorities should the items be entirely or partially destroyed as a result of a fortuitous event or a rescue operation; submit a claim for compensation to the Insurance Company within 7 days after the return to the Republic of Poland or the country of residence;
 - in the case of violation of the obligations specified above 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 accident;
 - 7) take care to include the following in the report:
 - a) policy number;
 - b) a detailed description of the damage circumstances;
 - a list of damaged or lost items with their value and year of purchase;

- d) evidence confirming the travel luggage or sports equipment loss, destruction or damage;
- e) in the case of damage to or destruction of sports equipment

 bills for repair, provided that all repairs are handled in the
 Republic of Poland, regardless of where the damage has occurred:
- 8) keep the sports equipment that has been damaged or destroyed for the Insurance Company's inspection (if any).

Obligations of the Insured and proceedings in the case of damage covered by civil liability insurance

§ 46

- The Insured shall prevent damage from being increased and limit its consequences, if possible.
- 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 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 after the occurrence of an incident that can result in civil liability, and abide by the recommendations of the Emergency Centre; in the case of violation of the obligations specified above 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 accident;
 - 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 as soon as they are received:

Obligations of the Insured and proceedings in the case of resignation from or discontinuation of a tourist event

- 1. If it is necessary to resign from a tourist event, the Insured shall immediately and not later than within 48 hours after the incident necessitating the event cancellation, notify a tour operator to this effect. Failure to notify within that time may result in the benefit limitation to the amount corresponding to the costs of resignation from the event that the tour operator would apply as at the incident date.
- 2. The Insured is obliged to notify the Insurance Company in writing that they have to resign from a tourist event within 7 days of the incident mentioned in § 27 section 5. In the case of violation of the obligations specified above 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 accident.
- 3. Along with the notification of resignation from a tourist event referred to in section 2, the Insured shall submit all documents necessary to assess the validity of their claim, in particular the originals of:
 - the tourist event participation agreement with a copy of the applicable terms and conditions of participation in the tourist event;
 - a confirmation of payment of the event costs;

- a statement concerning the cancellation of the event, certified by the travel agency;
- documents confirming the amount of the refund issued by the travel agency on behalf of the tour operator;
- 5) medical records;
- 6) confirmation of the employer about the Insured's being on sick leave:
- any other official documentation related to the Insured's having been summoned by state administration authorities.
- 4. If it is necessary to discontinue participation in a tourist event, the Insured shall immediately, but not later than within 48 hours of the incident necessitating the discontinuation, notify the Insurance Company of the necessity and the reasons for early return (but always before the Insured starts a return trip) and obtain a commitment that the costs of early return will be covered. In the case of violation of the obligations specified above 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 accident.
- 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.

Obligations of the Insurance Company

§ 48

- 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 stakeholder 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 a document confirming the execution of the insurance contract. The Insurance Company issues certificates for the Insured.
- Pursuant to the legal regulations in force, the Insurance Company shall keep the data of the individuals specified in the insurance documentation confidential.

Complaints, plaints and appeals

§ 49

- 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 lodge plaints and appeals in accordance with section 12.
- 2. Complaints to the Insurance Company may be lodged in a following
 - 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 Warszawa;
 - electronically, to the e-mail address: ubezpieczenia.korporacyjne@axa.pl;
 - 3) orally by phone at +48 22 555 04 45 (calls charged according to the operator's tariff) or personally during a visit to the Insurance Company's unit.
- 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.
- If complaints are lodged as soon as any reservations arise, they will be smoothly and reliably processed within shorter deadlines.
- 5. The Insurance Company shall respond to a complaint in writing or byemail, 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 data should be included with the complaint: first name, surname, mailing address, e-mail (if this form of contact has been chosen).
- 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. If this is the case, the Insurance Company shall respond to the complaint within 60 days after its receipt at the latest.
- If the complaining party does not agree with the Insurance Company's position given in the response to their complaint, they may apply for consideration of the case to the Financial 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 § 50 section 1 and 2.
- **11.** The customer who is a consumer may also request assistance from a locally competent County (City) Consumer Ombudsman.
- 12. To plaints and appeals submitted by entities other than natural persons, the provisions of section 2–8 and section 10–11 shall apply as appropriate, on the proviso that in particularly complex cases, preventing the consideration of a plaint or appeal and replying within the period of 30 days, the Insurance Company shall notify the party of its inability to process the plaint or appeal within the same 30-day period, and the reply will be sent within 90 days from the receipt of the plaint or appeal.
- **13.** The Insurance Company is subject to the supervision of the Polish Financial Supervision Authority.

Court competent for dispute resolution

§ 50

- Actions concerning claims connected with an insurance contract may be brought under general provisions of law or before court having local jurisdiction over the place of residence or registered office of the Policyholder, the Insured, or an Insurance Beneficiary.
- Actions concerning claims connected with an insurance contract may be brought under general provisions of law or before court having local jurisdiction over the place of residence of the Insured's heir, or an Insurance Beneficiary's heir.

Final provisions

§ 51

All notices and statements addressed to the Insurance Company should be made in writing and delivered with return receipt acknowledged or sent by registered post.

₹ 52

To issues not regulated by these GTCI, relevant Polish laws shall apply.

§ 53

These GTCI were approved by way of Resolution of the Management Board of the Insurance Company No. 1/17/12/2015 dated 17 December 2015 and shall apply to contracts concluded after 1 January 2016.

Member of the Management Board

Marion Wo

Member of the Management Board

Janusz Arczewski