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General  
insurance cond

Travel insurance  
Continents



Pomyśl





General terms and conditions of  
Continents travel insurance

[General Terms and Conditions](#)

Index UTG/2021/01/12

## GTC FORM

Information prepared in accordance with Article 17, Section 1 of the Act of 11 September 2015 on insurance and reinsurance activities

Type of information	The number of the editorial unit of the contract template
Conditions for the payment of compensation and other benefits or the surrender value of insurance	§ 2, § 3, § 4, § 5 sec. 1 and 2, § 6 sec. 1, 2, § 7 sec. 1, 2, § 8, § 9, § 12, § 13 sec. 1 and 2, § 13 sec. 8, § 16, § 19, § 20, § 24, § 27, § 44 sec. 2 and 3, § 45 sec. 2
Limitations and exclusions of the insurance company's liability entitling it to refuse to pay compensation and other benefits or to reduce them	§ 5 sec. 3, § 6 sec. 3, § 11, § 15, § 18, § 21 sec. 2 and 3, § 23, § 26, § 28 sec. 2 and 3, § 29, § 40 sec. 1, § 41 sec. 4, § 42, § 43 sec. 2, § 44 sec. 4, § 46 sec. 3, § 47 sec. 1, 2 and 4

## CHAPTER I

### General provisions

#### § 1

These General Terms and Conditions of Continents Travel Insurance apply to general insurance contracts and insurance contracts concluded on their basis for the account of the Insured.

#### § 2

Whenever the following terms are used in these General Terms and Conditions of Continents Travel Insurance, they must be understood as follows: to understand this:

- 1) **outpatient clinic** – an open treatment facility where medical assistance is provided in the scope of diagnosis and treatment using a qualified medical and nursing team; for the purposes of these General Terms and Conditions, this term does not include a nursing home, hospice, addiction treatment center, sanatorium and spa centers, preventive centers and rehabilitation centers;
- 2) **amateur summer and winter sports** – sports practiced recreationally in summer or winter in designated places (on slopes, routes, water areas), which include: skiing, snowboarding, surfing, windsurfing, kitesurfing, as well as teambuilding activities;
- 3) **travel luggage** – items owned by the Insured or in his possession during a trip abroad, intended for personal use; travel luggage also includes individual items transported as gifts;
- 4) **Alarm Centre** – an organizational unit responsible for, on behalf of the Company: organizing and providing assistance services to the Insured, as specified in these General Terms and Conditions, and for the settlement of claims;
- 5) **cancer** – a disease involving the uncontrolled growth of tissue in a given organ; the disease may be chronic, but it may also manifest itself with acute symptoms that appear suddenly;
- 6) **chronic disease** – a disease with a long-term course, usually lasting for months or years, treated continuously or periodically; 7) **tropical disease** – a disease caused by pathogenic organisms characteristic of subtropical and equatorial zones;
- 8) **heavy rain** – rain with a performance factor of at least 4, established by the Institute of Meteorology and Economy Water (IMiGW), and if it is impossible to obtain appropriate information from IMiGW, the occurrence of heavy rain is determined on the basis of the actual state and the extent of damage at the place of its occurrence or in the immediate vicinity;

- 9) **expedition** – an organised trip aimed at carrying out designated tasks of a sporting or scientific nature; 10) **deductible** – a specified amount by which the amount of compensation paid by the Company is reduced;
- 11) **hail** – atmospheric precipitation consisting of ice lumps;
- 12) **hurricane** – wind with a speed of not less than 24 m/s, determined by the Institute of Meteorology and Water Management, the action of which causes mass damage, and in the absence of the possibility of obtaining appropriate information from the IMiGW, the occurrence of heavy rain is determined on the basis of the actual state and the extent of damage at the place of its occurrence or in the immediate vicinity;
- 13) **tourist package** – at least two tourist services forming a single programme and covered by a common price, if these services include accommodation or last more than 24 hours or if the programme provides for a change of place of stay; tourist packages also include stays in rented holiday homes or flats (apartments);
- 14) **medical costs** – expenses incurred abroad of the Republic of Poland or abroad of the country of residence for the organization and payment of medical services, i.e. outpatient, hospital and dental treatment and medications to the extent necessary to restore the Insured's health condition enabling return or transport to the territory of the Republic of Poland or the country of residence;
- 15) **costs of cancellation of a tourist event or interruption of participation in a tourist event** – costs specified in the contract of participation in a tourist event, which are deducted from the Insured by the travel agency in connection with cancellation of participation in this event, or additional costs of return transport to the Republic of Poland or the country of residence;
- 16) **country of residence** – a country other than the Republic of Poland in which the Insured Person is currently covered by social insurance on the basis of a settlement permit or citizenship; 17) **avalanche** – a sudden sliding or rolling down of masses of snow, ice, mud, rocks or stones from slopes in mountainous or undulating areas;
- 18) **outpatient treatment** – the provision of health services by legally operating service providers to persons who do not require treatment, on a 24-hour or all-day basis;
- 19) **conservative dental treatment** – treatment of caries, treatment of necrotic lesions, root canal treatment, replacement of damaged fillings, treatment of gum diseases (periodontal disease, tartar removal);
- 20) **sudden illness** – a medical condition that occurred suddenly and unexpectedly, threatening the life or health of the Insured Person, requiring immediate medical assistance;

- 21) **accident** – a sudden event caused by an external factor, as a result of which the Insured, regardless of his/her will, suffered permanent bodily injury, health disorder or died;
- 22) **Kontynenty GTC** – these General Terms and Conditions of Kontynenty travel insurance;
- 23) **tour operator** – an entrepreneur who is a tour operator within the meaning of the Act on Tourist Services; 24) **close person**:
- a) spouse, cohabitant, concubine, children (including adopted children), siblings, parents, parents-in-law, grandparents, grandchildren and adopted children, daughter-in-law, son-in-law,
  - b) other adults travelling together with a minor (child), provided that there is a relationship between them and the child,
  - c) in the case of costs of cancellation of a tourist event or interruption of participation in a tourist event, a close person is also considered to be a travel companion who is entered in the same registration agreement and is accommodated in the same hotel and in the same room as the insured person; 25) **accompanying person** – a person traveling with the Insured and indicated by him/her to accompany him/her during treatment or transport;
- 26) **person called to accompany** – a close person of the Insured residing in the Republic of Poland or the country of residence, indicated by him/her, who, in the absence of an accompanying person, will come to the place of the event and accompany the Insured during treatment;
- 27) **hospital stay** – treatment in a hospital lasting continuously for at least 24 hours; 28) **trip abroad**
- the Insured's stay outside the Republic of Poland and the country of residence, which begins when the Insured crosses the border of the Republic of Poland or the country of residence and ends when the Insured returns to the Republic of Poland or the country of residence;
- 29) **flood** – flooding of areas as a result of a rise in the water level in the beds of flowing or standing waters or flooding of areas as a result of heavy rain;
- 30) **physical work** – undertaking or carrying out activities by the Insured for the purpose of earning money, regardless of the legal basis of employment, with the exception of intellectual work; physical work within the meaning of these General Terms and Conditions of Insurance also includes non-profit activity (volunteering, internship, apprenticeship in a workshop or factory);
- 31) **robbery** – taking of property by means of physical violence or the threat of its immediate use against the Insured Person or by rendering him unconscious or defenseless;

- 32) **effects of a chronic or cancerous disease** – occurring suddenly after crossing the border of the Republic of Poland  
Poland or the country of residence, aggravation (exacerbation) of a chronic or cancerous disease with an acute course, requiring immediate medical attention, in connection with which the Insured Person had to undergo treatment before the end of the trip abroad, provided that in the case of insurance of the costs of cancellation or interruption of a tourist event, this applies to aggravation (exacerbation) of a chronic or cancerous disease in the territory of the Republic of Poland or the country of residence, before the date of commencement of the planned trip abroad;
- 33) **premium** – the amount that the Policyholder is obliged to pay to the Company under the insurance contract;
- 34) **extreme sports** – sports disciplines the practice of which requires above-average skills, courage and action in high-risk conditions, in particular: air sports (parachuting, jumping from high buildings or rocks, paragliding, gliding, piloting any motor aircraft), mountain biking, speleology, ski jumping, mogul skiing, acrobatic ski jumping, heli-skiing; 35) **high-risk sports** – practicing the following sports: motor sports (riding quad bikes, snowmobiles and other land vehicles),  
motorboat sports (riding a jet ski, water skiing, motorboats and other water sports using motor vehicles), horse riding, polo, hunting, diving with an air apparatus, rafting or other water sports practiced on mountain rivers, high-altitude mountain climbing, rock climbing, martial arts and all kinds of defensive sports, trekking practiced at an altitude above 3000 m above sea level, skiing or snowboarding outside the ski slopes or designated areas;
- 36) **sports equipment** – equipment owned by the Insured, related to the sport discipline that the Insured will practice during a trip abroad; sports equipment shall be understood as: skis for practicing all types of skiing with boots and poles, a board for practicing snowboarding and all types of snowboarding with boots, a board for practicing surfing and all types of surfing with a sail (windsurfing) or a kite (kitesurfing), a bicycle, specialized equipment used for diving and its equipment;
- 37) **state of intoxication** – a state in which the alcohol content in the Insured Person's blood exceeds 0.5 per mille or leads to a concentration exceeding this value, or the alcohol content in 1 dm<sup>3</sup> of exhaled air exceeds 0.25 mg or leads to a concentration exceeding this value;
- 38) **Parties** – UNIQA Towarzystwo Ubezpieczeń SA with its registered office in Warsaw and the Policyholder;

- 39) **insurance sum** – the upper limit of the Company's liability established for individual risks;
- 40) **hospital** – an inpatient care facility operating in accordance with the relevant legal provisions, the purpose of which is to provide 24-hour medical care, treatment and surgical procedures by qualified nursing and medical staff; within the meaning of these General Terms and Conditions, a hospital does not include a social welfare centre, a mental health facility, a hospice, a centre for the treatment of alcohol, drugs, medicines and other addictions, a sanatorium, a recreation centre, a SPA centre or a rehabilitation centre;
- 41) **Company** – UNIQA Insurance Company SA with its registered office in Warsaw;
- 42) **permanent health impairment** – permanent bodily injury to the Insured caused by an accident covered by insurance, where permanent bodily injury means permanent loss of structure and function of an organ or limb;
- 43) **Policyholder** – a tour operator who is a party to the general insurance contract, concludes an insurance contract and is obliged to pay the premium;
- 44) **Insured Person** – a natural person, a client of the Policyholder, participating in a tourist event on whose account the Policyholder concluded an insurance contract;
- 45) **lightning strike** – a strong electrostatic discharge in the atmosphere mosphere;
- 46) **general insurance contract** – an agreement concluded by the Company and the Policyholder, covering at least the costs of medical treatment and immediate assistance as well as the consequences of accidents, specifying the procedure and conditions for concluding insurance contracts by the Policyholder and the scope and terms of insurance; 47) **insurance contract** – an insurance contract concluded in accordance with the procedure specified in the general insurance contract; 48) **participation contract** – an agreement for a tourist event concluded between the Policyholder and the Insured;
- 49) **Beneficiary** – a person entitled to receive the benefit in the event of the Insured's death, designated by name by the Insured; if at the time of the Insured's death there are no beneficiaries or all beneficiaries have lost the right to the benefit, the persons listed below are entitled to receive the benefit in the following order: a) spouse – in full, and in the absence of the spouse, b) children – in equal parts in the absence of the spouse, and in their absence
- c) parents – in equal shares in the absence of a spouse and children, and in their absence
- d) siblings – in equal shares, in the absence of a spouse, children and parents, and in the absence thereof

e) heirs – in the parts in which they inherit from the Insured, in the absence of a spouse, children, parents and siblings;

50) **insurance application** – an application of the Policyholder to conclude an insurance contract submitted to the Company on the basis of the general insurance contract;

51) **territorial scope of insurance:**

a) zone A – Europe (Republic of Belarus, Czech Republic, Republic of Lithuania, Federal Republic of Germany, Slovak Republic, Ukraine and Kaliningrad Oblast; Republic of Albania, 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, Republic of Malta, Republic of Moldova, Principality of Monaco, Kingdom of the Netherlands, Kingdom of Norway, Portuguese Republic, Federation of the Russian Federation, Romania, Republic of San Marino, Republic of Serbia, Republic of Montenegro, Republic of Slovenia, Confederation of Switzerland, Kingdom of Sweden, Republic of Turkey, Capital of the Holy See, Republic of Hungary, United Kingdom of Great Britain and Northern Ireland, Italian Republic),

b) zone B – the entire world,

excluding the territory of the Republic of Poland and the country of residence of the Insured;

52) **professional and competitive sports** – sports practiced regularly and intensively, i.e. participation in training, competitions and fitness camps as part of affiliation with sports clubs, as well as deriving income from practicing a sport discipline, as well as participating in trips to places characterized by extreme climatic or natural conditions, or in expeditions.

## Subject and scope of insurance

### § 3

1. The general insurance contract and insurance contracts may include the following insurance coverage:
  - A. Costs of medical treatment and immediate assistance;
  - B. Consequences of accidents;
  - C. Travel luggage;
  - D. Civil liability;
  - E. Sports equipment;
  - F. Costs of cancelling a tourist event or interrupting participation in a tourist event.

2. Insurance coverage under the insurance contract covers only events that occurred within the territorial scope of insurance.
3. The territorial scope of the insurance is indicated by the Policyholder in the insurance application.

## CHAPTER II

### A. COSTS OF TREATMENT AND IMMEDIATE ASSISTANCE

#### Subject and scope of insurance

##### § 4

The subject of insurance are the following incurred as a result of a sudden illness or accident:

- 1) medical expenses;
- 2) transport costs to the place of residence or medical facility  
dic in the territory of the Republic of Poland or the country of residence;
- 3) costs of transporting the body to the burial place in the Republic of Poland or the country of residence;
- 4) costs related to organizing and providing immediate assistance;
- 5) rescue costs at sea and in the mountains.

#### Treatment costs

##### § 5

1. The subject of insurance are medically necessary and documented costs of treatment of the Insured who had to undergo treatment due to a sudden illness or accident during a trip abroad.
2. The Company will cover, up to the amount of the sum insured for treatment and immediate assistance costs, the documented costs of:
  - 1) medical consultations, including travel by a doctor from the nearest health care facility, if the health condition of the Insured so requires;
  - 2) transport of the Insured from the place of the accident or sudden illness to the nearest hospital or health care facility, as well as transport from the medical facility to the place of stay abroad by a means of transport appropriate to the health condition, up to the amount equivalent to EUR 100;
  - 3) transport of the Insured Person to another medical facility if the medical facility where the Insured Person is being treated does not provide medical care appropriate to his/her health condition, in accordance with the written recommendation of the physician in charge of the treatment;

- 4) outpatient tests and procedures, medicines (except vitamins, strengthening agents, nutritional supplements, beauty ointments and creams) and dressings prescribed by the physician in charge of the treatment;
  - 5) hospital stay, i.e. treatment, procedures and surgeries which could not be postponed until the return to the Republic of Poland or the country of residence due to the health condition; the Alarm Centre selects the hospital that best suits the health condition of the Insured Person, arranges transport to the hospital by sanitary transport, informs the hospital about the payment terms and remains in constant contact with the hospital;
  - 6) dental treatment in the event of sudden inflammation, up to the total amount of EUR 250 for all illnesses requiring immediate medical attention, occurring during the period of insurance cover;
  - 7) repair or purchase of glasses, prostheses, dentures and auxiliary materials, if their damage was related to an accident, and are covered by the Insurance Company up to an amount not exceeding 10% of the sum insured for medical treatment and immediate assistance costs;
  - 8) food and accommodation for the Insured Person abroad for the purpose of convalescence, for a period not longer than 7 days, up to the equivalent of EUR 100 per day, in accordance with the written recommendation of the physician in charge of the treatment, provided that these costs are accepted by the Alarm Centre, in the event that the Insured Person cannot be transported to the Republic of Poland or the country of residence immediately after the hospital stay;
  - 9) incurred for the use of a decompression chamber in medically justified cases, provided that a premium is paid that takes into account the increase for insurance against the risk of diving with an air apparatus (high-risk sports).
3. The benefit limits specified in the provisions of paragraph 2 apply:
- 1) in relation to one Insured Person and
  - 2) in relation to all events occurring throughout total insurance period.

## **Transport costs to the Republic of Poland or country of residence**

### **§ 6**

1. The subject of insurance are the necessary and documented costs of medical transport of the Insured Person to the Republic of Poland or the country of residence - to a health care facility or place of residence, in connection with a sudden illness or an accident, if the health condition of the Insured Person so requires and if such transport was carried out in accordance with the written recommendation of the physician in charge of the treatment.

2. The insurance also covers the necessary and documented costs of transporting the Insured Person to the Republic of Poland or the country of residence after the end of treatment, in the event that the Insured Person cannot continue the journey or return to the country by the previously planned means of transport, in accordance with the recommendations of the physician in charge of the treatment.
3. The Company shall cover the costs referred to in paragraph 1 and paragraph 2, provided that if the cost of transport to the country of residence of the Insured exceeds the cost of transport to the Republic of Poland, then the limit of the Company's liability is the amount of the cost of transport to the Republic of Poland.

## Costs of transporting a body

### § 7

1. If the Insured died during a trip abroad and the death was caused by an accident or sudden illness, the Insurer shall cover the costs of:
  - 1) transport of the Insured's body to the burial place in the Republic of Poland or the country of residence or the costs of burial abroad;
  - 2) purchase of a coffin or urn.
2. The Company covers the costs of purchasing a coffin or urn, as agreed with the Emergency Center. Limit of liability in the event of:
  - 1) purchase of a coffin – the equivalent of EUR 1,250; 2) cremation – the equivalent of EUR 1,250 is the upper limit for the purchase of an urn and cremation of a body.
3. The choice of the method of transporting the body is made by the Alarm Centre, in consultation with the Insured's close relatives.

## Costs related to organizing and providing immediate assistance

### § 8

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

1. **24-hour Emergency Center on duty**
2. **Information services**

The Alarm Centre will provide the Insured with information on: customs and visa regulations, documents required upon entry and during stay in a given country, recommended vaccinations, car rental, accommodation, 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 belonging to you during your trip abroad,

The Insured Person, the Alarm Center provides assistance in blocking the personal account, consisting in providing

The Insured Person with the appropriate telephone number to the bank maintaining the Insured Person's bank account or forwarding it to the bank maintaining the Insured Person's bank account

baked information about the theft or disappearance that occurred. The Company is not responsible for the effectiveness or correctness of the account blocking process carried out by the bank, nor for any damage resulting therefrom.

In the event of theft, loss or damage of documents required by the Insured during a trip abroad, the Alarm Centre provides information on the steps to be taken to obtain replacement documents.

**4. Accommodation and meal costs for the person accompanying the Insured.** If the Insurer

covers the costs of the Insured's hospital stay and this stay extends beyond the originally scheduled date of the Insured's return to the Republic of Poland or country of residence, then the costs of accommodation and meal for one person accompanying the Insured are additionally covered. These costs are covered up to the equivalent of EUR 100 per day, for a maximum of 7 days.

**5. Travel costs of the person called to accompany**

If the Insurer covers the costs of the Insured's hospital stay for more than 7 days and no adult accompanies the Insured, then the Insurer will also cover the costs of round-trip transportation for one person called to accompany them, residing in the Republic of Poland or the country of residence, up to a maximum of EUR 2,000. The Insurer will cover the costs of a train or bus ticket, or if the journey by these means of transportation takes more than 12 hours, an economy class plane ticket. Additionally, the Insurer will cover the costs of accommodation and meals for this person up to the equivalent of EUR 100 per day, for a maximum of 7 days.

**6. Continuation of the planned trip**

If the Insured's health condition, following hospital treatment for a sudden illness or accident, allows for continued travel, the Emergency Center, at the Insured's request, will arrange and cover the costs of transporting the Insured from the hospital to the next leg of the planned journey to enable them to continue their journey. Transport costs are covered up to a maximum of EUR 500.

**7. Assistance in the event that the Insured cannot continue the return journey by car due to his/her health condition.**

If the health condition of the Insured Person, confirmed in writing by the physician providing treatment abroad, does not allow the Insured Person to drive the motor vehicle in which the Insured Person travelled abroad, and none of the passengers has a driving license or is unable to drive the vehicle, the Emergency Center shall organize and cover the costs related to the payment and travel of a replacement driver, up to the total amount of EUR 1,000. In addition, the costs related to

with accommodation and meals for the driver, up to the equivalent of 100 euros per day, for a maximum of 3 days.

## **Rescue costs at sea and in the mountains**

### **§ 9**

Necessary and documented costs incurred for a rescue or search operation (rescue costs) conducted by specialized rescue services to save the life or health of the Insured who has suffered an accident (which does not have to result in permanent bodily injury) or a sudden illness while staying outside the Republic of Poland or the country of residence. Rescue costs shall be understood as:

- 1) search costs by specialized rescue services;
- 2) providing emergency medical assistance at the scene of the incident;
- 3) transport from the place of the accident to the nearest medical care point, required by the health condition (using specialized means of transport, such as a sleigh, helicopter, toboggan, motorboat).

## **Insurance sum**

### **§ 10**

The sum insured and the limits and sublimits of the sum insured for medical expenses and immediate assistance are specified in the table in § 34.

## **Limitation and exclusion of liability**

### **§ 11**

1. The Company shall not be liable for the costs of treatment, transport, transport of a body, immediate assistance and rescue costs in relation to the Insured for whom there were medical contraindications to travel abroad.
2. Regardless of the general exclusions referred to in § 42, the insurance does not cover medical costs, transport costs, costs of transporting a body, costs related to organizing and providing immediate assistance, rescue costs, if they arose as a result of:
  - 1) treatment unrelated to medical assistance provided as a result of a sudden illness or accident;
  - 2) treatment, hospital stay or accommodation if the Insured Person refused to return to the Republic of Poland or the country of residence against the decision of the physician in charge of the treatment;
  - 3) treatment, hospital stay or accommodation, if the commencement of treatment can be postponed until the Insured's return to the Republic of Poland or country of residence;
  - 4) treatment exceeding the scope of medical services necessary to restore the health condition enabling the Insured Person to return to the Republic of Poland or the country of residence;

- 5) sanatorium treatment, treatment in rest homes or addiction treatment centers, stays in SPA centers and hotels;
  - 6) psychoanalytic and psychotherapeutic treatment;
  - 7) treatment of illnesses or consequences of accidents that were diagnosed or occurred before the conclusion of the insurance contract;
  - 8) carrying out tests that are unnecessary for the diagnosis or treatment of the disease, check-ups and obtaining medical certificates and performing preventive vaccinations;
  - 9) plastic surgery or cosmetic procedures;
  - 10) treatment of mental disorders, depression, congenital defects, venereal diseases and AIDS, even if they have not been previously treated;
  - 11) special nutrition of the Insured Person, massages, baths, inhalations, therapeutic gymnastics, radiation (even if recommended by a doctor) and other rehabilitation and physiotherapy procedures;
  - 12) termination of pregnancy;
  - 13) childbirth occurring after the 32nd week of pregnancy;
  - 14) artificial insemination, any other infertility treatment, as well as the purchase of contraceptives;
  - 15) using services other than standard ones during hospital stay: rooms with a higher standard, use of radios, televisions; use of hairdressing or beauty services;
  - 16) conservative and prosthetic dental treatment (except for sudden inflammatory conditions specified in § 5 section 2 item 6) of these GTC);
  - 17) treatment with drugs not recognized by conventional medicine tional.
3. The following risks are not covered by insurance unless an additional premium has been paid for them:
- 1) performing physical work abroad (PF code);
  - 2) practicing high-risk sports (SWR code);
  - 3) professional and competitive sports practice or participation in competitions, races, performances and sports training (WS code);
  - 4) practicing extreme sports (code SE);
  - 5) consequences of chronic diseases and cancer (CP code);
  - 6) practicing amateur summer and winter sports (AS).
4. The general insurance contract may specify a deductible of not less than the equivalent of 20 euros and not more than the equivalent of 60 euros.
5. In the event of non-cash coverage of costs by the Alarm Centre, the deductible will not be applied.
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## B. CONSEQUENCES OF UNFORTUNATE ACCIDENTS

### Subject and scope of insurance

#### § 12

1. The subject of insurance is the life and health of the Insured.
2. The Company undertakes to pay the following benefits:
 

jun:

  - 1) in the event of the Insured's death as a result of an accident
    - benefits amounting to 50% of the sum insured for accidents, provided that death occurred within 12 months from the date of the accident;
  - 2) in the event of permanent damage to the health of the Insured Person resulting from an accident – a benefit determined as the product of the sum insured for the consequences of accidents and the percentage of permanent damage specified in the table below.

**Table of the degree of permanent damage to health**

Type of bodily injury	Degree of permanent health impairment in %	
	laws*	left*
1 Skull fracture:		
and the bones of the skull		1–20
b facial bones – jaw, zygomatic bone		1–20
2. Jaw fracture		1–15
3. Nasal bone fracture		1–10
4 Tooth loss (per tooth):		
a loss of crown (at least 1/2 crown) b loss of crown with preservation of root		0.5 1
c complete loss of tooth with root		2
5 Spinal fracture:		
and the cervical		1–40
b thoracic c lumbar		1–25 1–35
6. Sternum fracture		1–10
7 Rib fracture		1–5
8 Fracture of the bones forming the pelvis (excluding the coccyx):		

Type of bodily injury	Degree of permanent health impairment in %	
	laws*	left*
and in the anterior section (pubic bone, ischium)	5–15	
b in the anterior and posterior sections (Malgaigne type)	10–35	
g Femur fracture (proximal epiphysis, neck or shaft)	5–55	
10 Fracture (intra-articular) of the distal femur or proximal tibia	1–30	
11. Tibia fracture	5–40	
12. Fibula fracture	1–5	
13 Patella fracture	5–40	
14 Fracture of the tibia and fibula (both lower leg bones)	5–40	
15 Calcaneal fracture	1–25	
16. Talus fracture	1–20	
17 Tarsal bone fracture	1–15	
18 Metatarsal fracture	1–15	
19 Fracture of the big toe	1–12	
20 Fracture of toes II to V (for each toe)	1–3	
21 Complete loss of lower limb in the area of:		
and the hip joint	75	
b thighs	70	
c knee joint d lower leg	65	
	50	
22 Complete loss of foot	40	
23 Complete loss of a big toe (in case of partial loss – 1/3 of the value for each phalanx)	6	
24 Complete loss of finger II to V in the foot (in case of partial loss – 1/3 of the value for each phalanx)	2	
25 Scapula fracture	1–40	1–35
26 Collarbone fracture	1–15	1–10

No.	Type of bodily injury	Degree of permanent health impairment in %	
		laws*	left*
27	Fracture of the proximal epiphysis of the humerus	1–30	1–20
28	Fracture of the shaft of the humerus	5–45	5–40
29	Fracture (intra-articular) of the distal humerus or proximal radius or proximal ulna	1–25	1–20
30	Fracture of the shaft of the ulna or shaft of the radius	1–30	1–25
31	Fracture (intra-articular) of the distal ulna or distal radius	1–25	1–20
32	Fracture (intra-articular) of the distal radius and ulna (both forearm bones)	1–35	1–30
33	Fracture of the wrist and metacarpal bones	1–25	1–20
34	Fracture in the thumb area	1–20	1–15
35	Fracture of the index finger	1–15	1–12
36	Fracture in the area of fingers III to V of the hand (for each finger)	1–10	1–7
37	Complete loss of upper limb in the area of:		
	a shoulder	75	65
	b arm	70	60
	c forearm	65	55
	d wrist	55	45
38	Complete loss of the thumb (in case of partial loss – 1/3 of the value for each phalanx)	20	15
39	Complete loss of the index finger (in case of partial loss – 1/3 of the value for each phalanx)	15	10
40	Complete loss of fingers III to V (in case of partial loss – 1/3 of the value for each phalanx)	5	4
41	Complete loss of vision in both eyes	100	

Type of bodily injury	Degree of permanent health impairment in %	
	laws*	left*
42 Complete loss of vision in one eye		40
43 Complete loss of vision in one eye without loss of the eye		35
44 Complete loss of the auricle		10
45 Complete hearing loss in both ears		60
46 Complete hearing loss in one ear		20
47 Complete loss of speech		100
48 Complete loss of language		40
49 Complete loss of nose (including nasal bones)		15
50 Complete loss of smell		10
51 Complete loss of a lung		30
52 Complete loss of a kidney		35
53 Complete loss of stomach		20
54 Complete loss of spleen		15
55 Complete loss of uterus		40
56 Complete loss of mammary gland		25
57 Complete loss of ovary or testicle		20
58 Complete loss of penis		35
59 Quadriplegia – permanent		100
60 Paralysis of two limbs – permanent		80
61 Concussion		5
62 Brain contusion		10
63 Second-degree burns up to 1% of the body surface		1–5
64 Second-degree burns from 1% to 15% of the body surface		6–20
65 Second-degree burns from 16% to 30% of the body surface		21–35
66 Second-degree burns over 30% of the body surface		36–100
67 Third-degree burns up to 5% of the body surface		1–20

Type of bodily injury	Degree of permanent health impairment in %	
	laws*	left*
68 Third-degree burns from 6% to 10% of the body surface area	21–50	
69 Third-degree burns over 10% of the body surface	51–100	
70 Respiratory burn treated in hospital	1–100	
71 Frostbite of the second degree or higher (for each finger or toe)	5	
72 Second degree frostbite or higher – more than one finger or toe	15	
73 Second degree or higher frostbite of the nose or ear	20	
74 Damage to the facial skin (scars and lesions)	1–20	
75 Scars of the chest wall	1–20	
76 Scars of the abdominal wall	1–20	
77 Scars of the integuments of the upper and lower limbs	1–15	

\* impairments in left-handed people are determined according to the percentages specified for the right side

## Determination of benefits

### § 13

1. Permanent damage to health within the meaning of the Continents General Terms and Conditions of Insurance shall be deemed to include only those types of damage listed in the Table of Degrees of Permanent Damage to Health.
2. The types and amounts of benefits due are determined after establishing that there is a causal link between the accident and death or permanent health impairment.
3. The degree of permanent health impairment is determined by physicians appointed by the Insurance Company, based on medical documentation. In case of dispute, the Insurance Company reserves the right to refer the Insured Person to a medical board, the costs of which are borne by the Insurance Company.
4. The degree of permanent disability should be determined immediately after completion of treatment, taking into account the recommended rehabilitation treatment, but no later than 24 months from the date of the accident. The decision may be issued earlier if the degree of permanent health impairment is unquestionable.

5. In the event of loss of or damage to an organ, system or apparatus whose functions were already limited due to illness or disability before the accident, the degree of permanent health impairment shall be determined as the difference between the degree of permanent impairment applicable to the organ, system or apparatus after the accident and the degree of permanent impairment existing before the accident.
6. If the Insured died for reasons unrelated to the accident and the degree of permanent health impairment had not been previously determined, the determination of this degree shall be made by physicians appointed by the Insurer. 7.

The total degree of permanent health impairment is equal to the sum of the percentages established for the individual types of permanent health impairment, provided that their total value cannot exceed 100%.

8. If the Insured Person suffers a permanent health impairment as a result of an accident and subsequently dies as a result of the same accident, the Company shall pay only the death benefit. If the Company paid a benefit for permanent health impairment before the Insured Person's death, the amount of the death benefit shall be the difference between 50% of the sum insured for accidents and the amount of the benefit already paid for permanent health impairment.

## Accident insurance sum § 14

The sum insured and the limits and sublimits of the sum insured for accidents are specified in the Table in § 34.

## Limitation and exclusion of liability

### § 15

1. Regardless of the general exclusions referred to in § 42, the Insurer shall not be liable in the event of: 1) the Insured undergoing medical procedures, unless such procedures were related to the treatment of consequences of accidents and were ordered by a physician;
- 2) poisoning by solid or liquid substances that have penetrated into the body through the digestive tract;
- 3) occupational disease and other diseases, even those occurring suddenly or revealing themselves after an accident;
- 4) childbirth;
- 5) the Insured driving a vehicle or other means of transport without the required authorization;

- 6) congenital defects, tropical diseases;
  - 7) infections, provided that insurance coverage exists if, as a result of injuries sustained in an accident, the Insured Person was infected with a virus or pathogenic bacteria, and injuries sustained in an accident do not include minor abrasions of the epidermis and mucous membrane; the consequences of viral or bacterial infections resulting from abrasions during an accident or at a later date are not covered by insurance coverage, but rabies and tetanus are not subject to this limitation;
  - 8) abdominal hernias or inguinal hernias, damage to intervertebral discs;
  - 9) bleeding from internal organs, but insurance coverage exists if the cause of the above-mentioned damage was an accident;
  - 10) cerebral hemorrhages, heart attacks, strokes.
2. The following risks are not covered by insurance unless an additional premium has been paid for them:
- 1) performing physical work abroad (PF code);
  - 2) practicing high-risk sports (SWR code);
  - 3) professional and competitive sports practice or participation in competitions, races, performances and sports training (WS code);
  - 4) practicing extreme sports (code SE);
  - 5) consequences of chronic diseases and cancer (CP code);
  - 6) practicing amateur summer and winter sports (AS).

## **C. TRAVEL LUGGAGE OF THE INSURED PERSON**

### **Subject and scope of insurance**

#### **§ 16**

1. The subject of insurance is the Insured's travel luggage negotiable during a trip abroad.
2. The insurance covers travel luggage under the direct care of the Insured and luggage that has been:
  - 1) entrusted to a professional carrier on the basis of an appropriate transport document;
  - 2) left at the left-luggage office against receipt;
  - 3) left in a locked individual luggage room at a station or hotel;
  - 4) left in a locked room at the Insured's place of accommodation (excluding a tent);
  - 5) left in a locked trunk of a motor vehicle or in a locked luggage hold, or in a parking lot against receipt;

- 6) left in a locked cabin of a caravan or vessel.
3. The Company will pay compensation for the loss, destruction or damage to the Insured's travel luggage only if this occurred as a result of:
  - 1) occurrence of a random event: fire, hurricane, flood, heavy rain, hail, avalanche, direct lightning strike, earthquake, landslide or subsidence;
  - 2) destruction or damage to insured luggage during a rescue operation carried out in connection with the fortuitous events mentioned in point 1);
  - 3) an accident in land, water or air transport;
  - 4) burglary into the premises mentioned in paragraph 2, as well as from a locked trunk of a motor vehicle or from a locked luggage compartment and robbery;
  - 5) an accident or sudden illness as a result of which the Insured was deprived of the ability to take care of and secure the luggage;
  - 6) loss, if the luggage was in the care of a professional carrier, based on a document transport.

## **Luggage insurance sum**

### **§ 17**

The sum insured and the limits and sublimits of the sum insured for travel luggage insurance are specified in the Table in § 34.

## **Limitation of liability**

### **§ 18**

1. Regardless of the general exclusions referred to in § 42, the Company shall not be liable for damages:
  - 1) involving damage to or theft of motor vehicle equipment;
  - 2) resulting from lost or abandoned items;
  - 3) consisting solely in damage to or destruction of luggage containers, suitcases, bags, trunks or backpacks;
  - 4) resulting from defects in the insured item;
  - 5) consisting in damage, destruction or loss of items due to wear and tear, spontaneous combustion, spontaneous deterioration or leakage, and in the case of breakable items or items in glass packaging – also breakage or loss of value of the damaged item;
  - 6) resulting from a burglary committed from the roof rack of a motor vehicle, if at least one of the walls of the rack is made of weak

- material (such as tarpaulin), or when the trunk was not closed with an appropriate security lock;
- 7) arising in electrical apparatus and devices as a result of their defects or the action of electric current during operation, unless the action of electric current caused a fire;
  - 8) resulting from emission, leakage or other form of release of any substances into the air, water or soil;
  - 9) resulting from detention, destruction or confiscation by customs or other authorities.
2. Furthermore, the insurance does not cover:
- 1) silver, gold, platinum in scrap and bullion;
  - 2) means of payment (payment cards, money, checks), travel tickets, vouchers, savings books and vouchers, securities and keys;
  - 3) audiovisual equipment, communications equipment, photographic equipment, subject to paragraph 3;
  - 4) jewelry, watches, works of art, antiques and collectibles renal;
  - 5) computer hardware and software as well as data on storage media all kinds;
  - 6) sports and swimming equipment;
  - 7) weapons of all kinds and hunting trophies;
  - 8) fuels, car accessories and items constituting the equipment of caravans and boats;
  - 9) items used for commercial, service or other activities production;
  - 10) cars, trailers, hearses and other means of transport;
  - 11) medical equipment, medicines, prostheses;
  - 12) fur items;
  - 13) food, alcohol, cigarettes.
3. Mobile phones, video games, photographic equipment and video cameras, equipment used for recording and reproducing sound and images are insured only against the risk of robbery when carried on person, and the upper limit of the Company's liability for the above-mentioned damage is 50% of the sum insured for the luggage.
4. When determining the extent of damage, the following are not taken into account:
- 1) the scientific, collectible, historic or souvenir value of the items;
  - 2) costs incurred for decontamination of the remains of the damage.
5. The amount of compensation is determined on the basis of market prices applicable on the day of the event, taking into account the degree of wear and tear.
6. The amount of compensation paid may not exceed the value of the damage actually suffered or include damage that occurred earlier.
-

## **D. CIVIL LIABILITY OF THE INSURED PERSON**

### **Subject and scope of insurance**

#### **§ 19**

The subject of insurance is the private liability of the Insured for personal injury (causing death, bodily injury, or health impairment) or property damage (damage to or destruction of property) caused by a tortious act to third parties during a trip abroad, for which the Insured is obligated to repair under the law of the country in which he or she is staying. **§ 20**

Under third-party liability insurance, the Company is liable only for damages resulting from the Insured's actions or omissions, provided that the event resulting in the damage occurred during the Company's liability period and a claim was filed against the Insured as a result. **§ 21**

1. Within the limits of its liability, the Company is obliged to:
    - 1) examining the validity of claims filed against the Insurer connected;
    - 2) cover the costs to prevent the increase in size damage;
    - 3) covering the costs of expert opinions appointed with the consent of the Insurance Company to determine the circumstances or extent of the damage,
    - 4) payment of compensation that the Insured is obliged to pay to the injured party for damage covered by the contract on the basis of a settlement concluded or approved by the Insurer, recognition or final court decision;
    - 5) covering the costs of hiring a defense attorney representing the interests of the Insured during the proceedings, if selected by the Insurer or with its consent.
  2. The upper limit of the Company's liability in relation to one Insured Person, in respect of all insured events occurring during the insurance period, is the sum insured for civil liability, regardless of the number of persons who caused or contributed to the damage.
  3. In the event of a breach of the obligation referred to in § 46 section 4 item 2), the Insurer shall be released from the obligation to provide the benefit, unless the Insured could not have acted otherwise due to the circumstances of the case.
-

## Insurance sum guaranteed § 22

The sum insured and the limits and sublimits of the sum insured for the third party liability of the Insured are specified in the Table in § 34.

## Limitation of liability

### § 23

1. The Company is not liable for any damage resulting from the possession of:
  - 1) dogs;
  - 2) horses;
  - 3) wild and exotic animals;
  - 4) bladed, piercing and firearms, as well as their use for sporting purposes or for self-defence.
2. The Company does not provide insurance cover for damages not exceeding the equivalent of EUR 250 in respect of each event occurring during the period of the Company's liability, and the benefit and compensation due to the injured party in respect of each of the above events is reduced by such amount.
3. Regardless of the general exclusions referred to in § 42, the Company shall not be liable for damages:
  - 1) caused to close relatives;
  - 2) caused intentionally by persons with whom the Insured Person lives in a common household;
  - 3) for which compensation is due under compulsory civil liability insurance;
  - 4) resulting from the possession, driving, use or operation of motor vehicles, aircraft or vessels;
  - 5) resulting from the transmission of the disease to another person;
  - 6) arising from normal use of the item or from its technical wear and tear;
  - 7) resulting from contractual liability (for non-performance or improper performance of an obligation);
  - 8) arising from activities related to the performance of any type of work, profession or business activity  
Insured business activity;
  - 9) arising in the territory of the Republic of Poland or the country of residence;
  - 10) related to practicing high-risk sports (code SWR);
  - 11) related to professional or competitive sports practice or participation in competitions, races, performances and sports training (code WS);
  - 12) related to practicing extreme sports (code SE);
  - 13) related to amateur summer and winter sports (code AS), unless an additional fee has been paid

premium; in the case of paying an additional premium, the sum insured for civil liability related to amateur practicing of summer and winter sports is the equivalent of EUR 10,000; in the case of civil liability of the Insured for damage to property related to amateur practicing of summer and winter sports, the total amount of the Insurer's benefit on this account may not exceed the equivalent of EUR 1,000.

## E. SPORTS EQUIPMENT

### Subject and scope of insurance

#### § 24

1. The subject of insurance is the sports equipment of the Insured, which is his property, during a trip abroad.
  2. The insurance covers sports equipment under the direct care of the Insured Person and equipment that has been:
    - 1) entrusted to a professional carrier on the basis of an appropriate transport document;
    - 2) left at the left-luggage office against receipt;
    - 3) left in a locked individual luggage room at a station or hotel;
    - 4) left in a locked room at the Insured's place of accommodation (excluding a tent);
    - 5) left in a locked trunk of a motor vehicle or in a locked luggage hold or in a parking lot against receipt;
    - 6) left in a locked cabin of a caravan or vessel.
  3. The Company will pay compensation for the loss, destruction or damage of the Insured's sports equipment only if this occurred as a result of:
    - 1) occurrence of a random event: fire, hurricane, flood, heavy rain, hail, avalanche, direct lightning strike, earthquake, landslide or subsidence;
    - 2) destruction or damage to insured luggage during a rescue operation carried out in connection with the fortuitous events mentioned in point 1);
    - 3) an accident in land, water or air transport;
    - 4) burglary into the premises mentioned in paragraph 2, as well as from a locked trunk of a motor vehicle or from a locked luggage compartment and robbery;
    - 5) an accident or sudden illness as a result of which the Insured was deprived of the ability to take care of and secure the sports equipment;
-

- 6) loss, if the luggage was in the care of a professional carrier, based on a document transport;
  - 7) damage to or destruction of sports equipment while practicing sports, if the damage to or destruction of the sports equipment was caused by an accident confirmed by a medical diagnosis during a trip abroad.
4. The condition for insuring skis for practicing all types of skiing with ski boots, snowboards for practicing snowboards and all types of snowboarding with snowboard boots, surfing boards and all types of surfing, and specialized equipment used for diving with related equipment is to conclude an insurance contract for medical expenses and accidents, taking into account the appropriate increase for the sport for which the given sports equipment is necessary, and to pay an additional premium.

## **Sports equipment insurance sum**

### **§ 25**

The sum insured and the limits and sublimits of the sum insured for sports equipment insurance are specified in the Table in § 34.

## **Limitation of liability**

### **§ 26**

1. Regardless of the general exclusions referred to in § 42, the Company is not liable for the loss, damage or destruction of sports equipment:
  - 1) caused intentionally by the Insured or by a person with whom the Insured lives in the same household;
  - 2) caused by practicing sports in the local area scu is not allowed to do so;
  - 3) caused by using the equipment contrary to its intended purpose;
  - 4) occurring during the move;
  - 5) left unattended, subject to § 24 section 2 point 5);
  - 6) as a result of the use of sports equipment, subject to § 24 section 3 point 7);
  - 7) resulting from the confiscation, detention or destruction of sports equipment by customs authorities or other state authorities.
2. The amount of compensation paid may not exceed the value of the damage actually suffered or include previously incurred damage, including the degree of natural wear and tear determined in accordance with paragraph 3 below.

3. The amount of compensation for sports equipment is determined on the basis of market prices applicable on the day of the event, taking into account the degree of wear and tear, in the amount of 10% for the first year, 20% for the second year and 30% for each subsequent year, counting from the date of production of the equipment.

## **F. INSURANCE FOR THE COSTS OF CANCELLATION FROM A TOURIST EVENT OR INTERRUPTION OF PARTICIPATION IN A TOURIST EVENT**

### **Subject and scope of insurance**

#### **§ 27**

1. The subject of insurance are the costs of cancellation of a tourist event or interruption of participation in a tourist event – due to random reasons listed in section 5, beyond the control of the Insured.
2. The costs of cancelling a tourist event shall be deemed to be the fees stipulated in a written agreement concluded with a travel agency by the Insured, incurred by him/her in connection with cancelling participation in a tourist event before its commencement.
3. The costs of interrupting participation in a tourist event shall be deemed to include the additional costs of return transport incurred by the Policyholder, which are the difference between the costs of return transport provided for in the contract with the travel agency and the transport costs related to an earlier return from the event.
4. The Company reimburses additional return transportation costs corresponding to the standard of transportation services provided in the contract with the travel agency. Transportation costs are reimbursed only if the contract with the travel agency includes return transportation.
5. The Company shall reimburse the fees incurred by the Insured in connection with the cancellation or interruption of a tourist event only if they result from the following reasons:
  - 1) an accident, sudden illness, premature birth of the Insured – if they prevent the Insured from participating in the event or cause the Insured's death;
  - 2) an accident, sudden illness, premature birth of a person close to the Insured or death of a person close to the Insured;
  - 3) a fortuitous event that absolutely requires the presence of the Insured at the place of residence on the day of planned departure – burglary into the apartment, fire, flooding, hurricane or other fortuitous event occurring at the place of residence of the Insured;
  - 4) an unconditional summons by the administrative authorities of the Republic of Poland delivered to the Insured during the Insured's stay abroad, with the exception of summons by military authorities;
  - 5) the occurrence of damage resulting from burglary, robbery or fire in the workplace where

The insured person is an employer requiring his presence at the place of residence;

- 6) death, accident, premature birth, or sudden illness of a travel companion registered by the Insured when signing the contract with the travel agency – only if the contract concerns the rental of a holiday home or apartment, and the rental price has been agreed for the total number of people indicated. The number of registered people cannot exceed the number permitted by the contract with the travel agency.

## **The insurance sum for the costs of cancelling a tourist event or interrupting participation in a tourist event**

### **§ 28**

1. The insurance sum for the costs of cancelling a tourist event or interrupting participation in a tourist event is the price of the tourist event.
2. The liability of the Company is limited by the insurance sum referred to in paragraph 1, provided that the liability of the Company per person does not exceed EUR 4,000.
3. In the event of cancellation of a tourist event, the Insured, subject to paragraph 2, will receive a benefit of 80% or 100% of the incurred but unreimbursed costs, depending on the provisions of the general insurance contract.

## **Limitation of liability**

### **§ 29**

1. Regardless of the general exclusions referred to in § 42, the Company shall not be liable in the event of informing the event organiser about the cancellation of participation in the tourist event and the reasons for it later than 2 days after the occurrence of the event justifying the cancellation.
2. The Company shall not be liable if the cancellation of a tourist event or interruption of participation in a tourist event is related to:
  - 1) pregnancy and its complications;
  - 2) mental or emotional disorders;
  - 3) non-urgent medical examinations;
  - 4) failure to obtain appropriate vaccinations before departure;
- 5) a consequence of a chronic disease, cancer diagnosed in the Insured or a close person before the conclusion of the insurance contract, mental disorders, depression, congenital defects (in the case of a chronic disease or cancer diagnosed in the Insured or a close person, it is possible to include the Company's liability, provided that an additional premium is paid).

3. The Company shall not be liable if the Insured receives a benefit under another insurance contract in connection with the same event or if this benefit was covered by other institutions.
4. The Company does not reimburse additional costs incurred by the Insured in connection with the notification of withdrawal from the tourist event or interruption of participation, not included in the price of the event (visas, telephone calls, vaccinations).

## **CHAPTER III**

### **COMMON PROVISIONS**

#### **General insurance contract and insurance contracts**

##### **§ 30**

The general insurance contract and insurance contracts may be concluded on terms agreed upon by the Parties, which differ from the provisions of the Kontynenty General Terms and Conditions. However, this does not apply to the requirement arising

from § 31. **§ 31**

1. The general insurance contract should cover at least the costs of medical treatment and immediate assistance as well as the consequences of accidents.
2. The general insurance contract is concluded for a period of not less than than 12 months.

#### **Content of the insurance contract**

##### **§ 32**

1. The content of the insurance contract is included in the General Terms and Conditions of Kontynenty, in the general insurance contract and in the insurance application.
2. In insurance contracts for participants of the same tourist event, covered by the same scope of insurance, the premium is set at the same amount and the same insured sums.

#### **Conclusion of an insurance contract**

##### **§ 33**

1. The insurance contract is concluded at the request of the Policyholder submitted in the manner and within the time specified in the general insurance contract.
2. The insurance contract for the costs of cancellation or interruption of a tourist event may be concluded no later than 5 days after the date of conclusion of the tourist event participation contract and payment of all or part of the advance payment. If the start of the tourist event is less than 30 days away, the insurance contract for the costs of cancellation or interruption of a tourist event

can only be concluded on the day of concluding the contract for participation in a tourist event.

3. The document necessary to conclude an insurance contract for the costs of cancellation or interruption of participation in a tourist event is the contract of participation of the Insured Person in the tourist event.
4. The insurance contract may be concluded for a minimum period of 1 day to a maximum of 12 months.
5. In order to confirm the conclusion of the insurance contract, the Insurer the beneficiary receives an insurance certificate.

## Insurance sums and guaranteed sum

### § 34

1. The sums insured and the sum guaranteed constitute the upper limit of the Company's liability in respect of one foreign trip for one Insured under the insurance contract for which these sums were determined.
2. The sums insured and the sum guaranteed are reduced by each amount of benefit or compensation paid under the insurance contract for which the sums were determined, in relation to one foreign trip for one Insured Person.
3. The insurance sums and the guaranteed sum for individual types of insurance are presented in the table below:

Insurance coverage	Insurance sum/ Guarantee sum	
TREATMENT COSTS AND IMMEDIATE ASSISTANCE	up to 10,000 or 20,000 EUR for zone A	up to 30,000 or 50,000 EUR for zone B
Infirmary	up to the amount of the insurance sum KL, except USA, Canada, Japan, Australia and the Islands Caribbean – limit €2,000	
Transport of the Insured to a medical facility, between medical facilities	up to the amount of the KL insurance sum	
Transport costs to the Republic of Poland Poland or country of residence	up to the amount of the KL insurance sum	
Dental treatment	up to 250 EUR	
Repair or purchase of prostheses, glasses	up to 10% of the KL insurance sum	
Transport of the Insured to the Republic of Poland	up to the amount of the KL insurance sum	
Transport of the Insured's body	up to the amount of the KL insurance sum	
Purchase of a coffin or costs of cremation and purchase of an urn	up to 1250 EUR	

<b>Insurance coverage</b>	<b>Insurance sum/ Guarantee sum</b>	
Convalescence costs Insured person	up to 100 EUR per day, up to 7 days	
Costs of food and accommodation for an accompanying person	up to 100 EUR per day, up to 7 days	
Travel costs of the person called to accompany you	up to 2000 EUR	
Costs of transporting the Insured Person to continue his/her journey	up to 500 EUR	
Rescue costs	up to 5,000 EUR	
Replacement driver for return The insured person's car	up to 1000 EUR	
Personal accident	2000 EUR for zone A	4,000 EUR for zone B
Benefit for total disability	100% of the accident insurance sum	
Partial health impairment benefit	specified % of the accident insurance sum	
Benefit in the event of death	50% of the accident insurance sum	
TRAVEL LUGGAGE	up to 200 EUR for zone A	up to 400 EUR for zone B
Third party liability	up to 50,000 EUR	
Property damage (up to 10% of the sum insured)	up to 5,000 EUR	
Personal injury	up to 50,000 EUR	
Third party liability insurance related to amateur summer and winter sports	up to 10,000 EUR	
Property damage (up to 10% of the sum insured)	up to 1000 EUR	
Personal injury	up to 10,000 EUR	
SPORTS EQUIPMENT	up to 700 EUR	
EVENT CANCELLATION COSTS TOURIST	price of the event – no more than EUR 4,000 per person	

## Insurance coverage

### § 35

1. Unless the general insurance contract provides otherwise, insurance cover under the insurance:
  - 1) costs of medical treatment and immediate assistance, consequences of accidents, travel luggage, civil liability and sports equipment:

- a) begins when the Insured Person crosses the border of the Republic of Poland or the country of residence, while traveling abroad as part of a tourist event, but not earlier than from the beginning of the day specified in the participation agreement as the date of commencement of the tourist event, and in relation to tourist events "with the participant's own transport", begins on the number of days indicated by the Insured Person before the actual date of commencement of the tourist event, specified in the participation agreement, but not earlier than when the Insured Person crosses the border of the Republic of Poland or the country of residence, provided that the Insured Person pays the premium for the period of their own transport;
  - b) ends when the Insured Person ends the return trip from abroad – crossing the border of the Republic of Poland or the country of residence, but no later than the day specified in the participation agreement as the end of the tourist event, and in relation to tourist events "with the participant's own transport" – when the Insured Person ends the return trip from abroad, crossing the border of the Republic of Poland or the country of residence, but no later than the number of days indicated by the Insured Person after the actual date of end of the tourist event, specified in the participation agreement, provided that the Insured Person pays the premium for the period of their own transport;
- 2) the costs of cancelling a tourist event or returning earlier from it - begins on the date of conclusion of the contract for participation in a tourist event and ends on the date of completion of the tourist event, but no later than the date of completion of the tourist event specified in the contract for participation in a tourist event.
2. The insurance period is indicated in the insurance contract.
  3. Extension of the insurance period may only take place before its expiry and requires the issuance of a new insurance certificate.
  4. The liability of the Company covers only insured events that occur during the period of insurance coverage for a given title.

## **Withdrawal from the general insurance contract**

### **§ 36**

1. If the general insurance contract is concluded for a period longer than 6 months, the Policyholder has the right to withdraw from the general insurance contract within 30 days, and if the Policyholder is an entrepreneur – within 7 days from the date of conclusion of the contract. If, at the latest at the time of conclusion of the contract, the Insurance Company has not informed the Policyholder who is a consumer of the right to withdraw from the contract, the 30-day period shall run from the date on which the Policyholder who is a consumer learned of this right. Withdrawal

not from the general insurance contract does not release the Policyholder from the obligation to pay the premium for the period in which the Company provided insurance cover.

2. The declaration of withdrawal from the general insurance contract should be submitted in writing.

## § 37

Termination of the general insurance contract does not limit the insurance cover resulting from the insurance contracts concluded on its basis.

## Contribution

### § 38

1. The contribution is calculated on the basis of the Society's contribution schedule.
2. The premium depends in particular on: the insurance period, insurance scope, territorial zone, the amount of the sum insured and the sum guaranteed.
3. The premium is set in euros.
4. The premium is payable in PLN, in the amount equivalent in PLN of the amount expressed in euro, 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 conclusion of the insurance contract, to the indicated bank account.
5. For the payment of an additional premium, the scope of insurance may be extended to include risks related to:
  - 1) performing physical work abroad (PF code);
  - 2) practicing high-risk sports (SWR code);
  - 3) professional and competitive sports practice or participation in competitions, races, performances and sports training (code WS);
  - 4) practicing extreme sports (code SE);
  - 5) consequences of chronic diseases and cancer (CP code) for both medical and personal accident insurance and for insurance against the costs of cancelling a tourist event or interrupting participation in it;
  - 6) practicing amateur summer and winter sports (AS code).

## Refund of contribution

### § 39

1. The policyholder is entitled to a refund of the premium for the period of non-performance insurance coverage used.
2. The premium shall be refunded in PLN, in the amount equivalent to the amount expressed in euro, converted using the average exchange rate from the last NBP table applicable on the last day of the month preceding the month of conclusion of the insurance contract.

## Determination and payment of compensation and benefits § 40

1. If the Insured has intentionally or through gross negligence failed to fulfil any of the obligations specified in these General Terms and Conditions and this has affected the scope of the Company's liability or the amount of the benefit or compensation, the Company may refuse to pay compensation or benefits to the extent to which the failure to fulfil these obligations contributed to the increase in the damage or the amount of the Company's benefit or prevented the Company from determining the circumstances and consequences of the accident.
2. The validity of the claim and the amount of the benefit and compensation shall be determined on the basis of full documentation specified in these General Terms and Conditions or indicated by the Insurer, submitted by the Insured, the Beneficiary or a third party.
3. Upon receipt of notification of an insured event covered by insurance, the Insurance Company shall, within 7 days of receipt of such notification, notify the Policyholder or the Insured Person, if they are not the persons submitting the notification, and shall initiate proceedings to determine the factual circumstances of the insured event, the validity of any claims submitted, and the amount of the benefit or compensation. The Insurance Company shall also inform the claimant, in writing or in another manner to which the claimant has consented, of the documents required to establish the Insurance Company's liability or the amount of the benefit or compensation, if this is necessary for further proceedings. In the case of an insurance contract concluded on behalf of another person, the Insured Person or their heirs may also submit notification of the occurrence of a fortuitous event. In such a case, the heir is treated as a beneficiary under the insurance contract.

The deadline specified above and the provisions of paragraph 2 above do not apply to assistance insurance (providing assistance to persons who encounter difficulties while traveling or while away from their place of residence) if the benefit is provided immediately after reporting the fortuitous event covered by insurance or without conducting proceedings to determine the factual circumstances of the event, the validity of the claims submitted and the amount of the benefit.

4. The Company is obligated to pay the benefit or compensation within 30 days from the date of receipt of notification of the occurrence of an event covered by the insurance. If it is impossible to clarify the circumstances necessary to determine the right to the benefit or compensation or its amount within the time specified in the preceding sentence, the Company will pay the benefit or compensation within 14 days from the date on which

With due diligence, it was possible to clarify these circumstances.

5. If payment of the benefit or compensation is not possible within the time limits specified in paragraph 4, the Insurer shall notify in writing the person filing the claim and the Insured, in the case of an insurance contract concluded on someone else's account if he or she is not the person filing the claim, of the reasons for the impossibility of satisfying their claims in whole or in part, and shall pay the undisputed part of the benefit or compensation.
6. The benefit or compensation shall be paid in the territory of the Republic of Poland in PLN, at the average exchange rate, in accordance with the latest NBP exchange rate table announced on the day of the event, to the Insured or the Entitled Person, with the exception of costs reimbursed directly abroad to service providers and cash benefits covered by assistance services or medical costs, as well as benefits or compensation paid outside the Republic of Poland on account of civil liability.
7. If the benefit or compensation is not payable or is payable in an amount different than specified in the submitted claim, the Insurer shall notify the claimant and, in the case of an insurance contract concluded on behalf of another person, the Insured Person in writing, if the Insured Person is not the claimant, indicating the circumstances and the legal basis justifying the total or partial refusal to pay the benefit or compensation. This information shall include instructions on the possibility of pursuing claims in court.
8. If the person seeking benefits or compensation does not agree with the Company's findings regarding the refusal to satisfy the claim or the amount of the benefit or compensation, they may submit an appeal in writing to the Company within 30 days of receiving the notification.

## **Transfer of claims to the Company §**

### **41**

1. On the date of payment of compensation by the Insurance Company, the Insured's claim against the third party responsible for the damage shall be transferred to the Insurance Company, up to the amount of compensation paid.
2. The Insured's claims against persons with whom the Insured lives in a common household are not transferred to the Insurance Company, unless the perpetrator caused the damage intentionally.
3. In the event of an accident, the Insured is obliged to secure the possibility of pursuing claims for compensation against persons responsible for the damage.
4. If the Insured, without the consent of the Insurance Company, waives the claim against the person responsible for the damage or improperly performs the obligations specified in section 3, the Insurance Company

The Insured is released from the obligation to provide compensation to the extent that it prevented the pursuit of recourse claims against the person responsible for the damage. If this is disclosed or occurs after the compensation has been paid, the Insured is obligated, at the Insurer's request, to return that part of the compensation paid from which the Insurer would have been released pursuant to the principles set out in the preceding sentence.

## General exclusions of liability of the Society

### § 42

1. The Company shall not be liable for damages resulting from the intentional or grossly negligent act or omission of the Insured, unless the payment of compensation in the given circumstances is equitable.
2. The Company is not liable for damages incurred during a trip abroad if the purpose of the trip is to provide medical treatment to the Insured.
3. The Company's insurance cover does not cover events  
tion, if they arose in the case of:
  - 1) acts of war, acts of terrorism, martial law, state of emergency or the Insured's participation in riots, civil commotion, strikes, protests, road blockades and fights, provided that insurance coverage exists if the Insured is injured during a trip abroad as a result of war, acts of terrorism or civil war; the above coverage expires at the end of the 7th day from the commencement of war, acts of terrorism or civil war in the territory of the country where the Insured is staying; however, the Insurer's liability does not exist when the trip abroad takes place to a country in whose territory a war or civil war is already in progress, as well as when the Insured takes an active part in war, acts of terrorism or civil war; the Insurer's coverage also does not cover accidents caused by nuclear, biological and chemical weapons;
  - 2) participation in betting;
  - 3) mental illness, mental retardation or mental disorders of the Insured Person and their consequences;
  - 4) convulsive or epileptic seizure;
  - 5) an accident resulting from the intoxication of the Insured Person or the use of drugs, intoxicants, psychotropic substances or substitutes (within the meaning of the provisions of the Act of 29 July 2005 on Counteracting Drug Addiction), or medications not prescribed by a doctor or used contrary to the doctor's recommendations, driving a vehicle without the license required by the law of a given country or an attempt or commission by the Insured Person of an offense

An insured act that meets the statutory criteria of a crime;

- 6) participation in motor vehicle and motorboat races, driving on sections intended for fast driving, rallies, as well as other driving of motor vehicles involving competition, despite paying an additional premium for high-risk sports;
- 7) accidents suffered by the insured person while participating in events as a driver or passenger of a motor vehicle, including exercises or training accompanying these events, the purpose of which is to achieve the highest speeds;
- 8) an air accident, if the Insured was the driver or passenger of an aircraft operated by an unlicensed airline;
- 9) the Insured's active service in the armed forces;
- 10) suicide or attempted suicide, self-mutilation by the Insured.
- 11) practicing skiing or snowboarding outside the ski slopes or designated areas, unless an additional premium for high-risk sports (SWR code) has been paid.

## **General obligations of the Policyholder and the Insured**

### **§ 43**

1. The Policyholder is obligated to inform the Insurance Company of all known circumstances about which the Insurance Company inquired in the offer form (application) or in other written communications prior to concluding the insurance contract. If the Policyholder concludes the insurance contract through a representative, this obligation also applies to the representative and also covers circumstances known to them. If the Insurance Company concludes the insurance contract despite the lack of response to individual inquiries, the omitted circumstances are deemed irrelevant.
2. During the term of the insurance contract, the Policyholder is obliged to report any changes in the circumstances referred to in section 1. The Policyholder is obliged to notify the Insurance Company of such changes immediately after receiving information about them.
3. In the event of concluding an insurance contract on behalf of another person, the obligations specified in paragraphs 1 and 2 shall rest both on the Policyholder and the Insured Person, unless the Insured Person was not aware of the conclusion of the insurance contract on his behalf.
4. The Company shall not be liable for the consequences of circumstances that were not communicated to it in breach of paragraphs 1-3. If the breach of paragraphs 1-3 was caused by willful misconduct, in case of doubt it shall be assumed that the insured event covered by the insurance contract and its consequences are a result of the circumstances referred to in the preceding

5. The policyholder is obliged to pay the premium in the amount and within the time specified in the general insurance contract.
6. In the case of an insurance contract concluded on behalf of another person, if the Insured's consent to the provision of insurance cover is required or the Insured agrees to finance the cost of the insurance premium, the Policyholder shall provide the interested parties, before entering into the insurance contract, in writing or – if the interested party consents – on another durable medium, with the general terms and conditions of insurance, together with annexes.

### **Obligations of the Insured and procedures related to insurance of medical expenses and immediate assistance as well as accident insurance § 44**

1. The insured person is obliged to prevent, as far as possible, the escalation of the loss and limit its consequences.
  2. In the event of an event covered by the insurance contract, the Insured or a person acting on their behalf are obliged to: 1) before taking any action on their own and immediately – no later than within 48 hours of the event giving rise to the liability of the Insurer – submit a request for assistance to the Emergency Centre by telephone; the telephone number of the Emergency Centre is provided on the certificate confirming the conclusion of insurance, is open 7 days a week, 24 hours a day; information is provided in Polish;
    - 2) explain to the Emergency Centre employee the circumstances in which the Insured Person finds himself, what assistance he needs and provide the necessary information about the insurance, i.e.: a) policy number, b) name and surname of the Insured Person, c) telephone number at which the Emergency Centre can contact the Insured Person or his representative;
    - 3) provide the Emergency Center doctors with access to all medical information to the extent necessary;
    - 4) follow the recommendations of the Alarm Centre, providing information and necessary powers of attorney;
    - 5) enable the Alarm Centre to carry out activities necessary to determine the circumstances of the damage, the validity and amount of the claim, and provide assistance and explanations for this purpose.
  3. To cover the costs of hospital and outpatient treatment, as well as the costs of medical transport and transport of the body, please contact the Emergency Centre.
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4. If the Insured fails to fulfill the obligations referred to in paragraph 2 for reasons beyond their control, and if they incur expenses related to medical treatment or immediate assistance at the scene of the event, they are obligated to submit a claim to the Insurance Company in writing within 7 days of their return to the Republic of Poland or country of residence. The documentation should be sent to the Insurance Company's address indicated in the certificate.  
In the event of a breach of the obligations specified above due to wilful misconduct or gross negligence, the Insurance Company may reduce the benefit to the extent to which the breach contributed to the increase in damage or prevented the Insurance Company from determining the circumstances and consequences of the accident.
  5. A claim for payment of benefits or compensation under insurance for medical expenses and immediate assistance should include:
    - 1) the general contract number indicated on the insurance certificate backing;
    - 2) a detailed description of the circumstances of the event;
    - 3) a medical certificate describing the type and nature of the injuries, including a detailed diagnosis and recommended treatment;
    - 4) all invoices, bills, hospital certificates that will enable the Company to determine the total costs of treatment incurred by the Insured.
  6. In the event of an accident, the Insured Person is obliged to:
    - 1) obtain medical documentation confirming the diagnosis – medical diagnosis;
    - 2) within 7 days from the date of return to the Republic of Poland or the country of residence, notify the Insurance Company about the accident by providing:
      - a) a completed accident report form, with particular emphasis on the circumstances of the accident,
      - b) documents necessary to determine the validity and amount of the benefit, including medical documentation from the place of the accident, confirming the circumstances of the accident and the type of injury, and in the absence of such documentation – other evidence confirming that the accident occurred during a trip abroad, a document authorizing the driver to drive a vehicle, originals of paid bills.
  7. In the event of the death of the Insured Person, the Beneficiary designated by name is obliged to submit, in addition to the documents specified in section 6, an identity document and a copy of the death certificate, and in the absence of a person designated by name, the family member applying for the benefit is obliged to submit documents confirming their relationship or affinity with the Insured Person.
  8. The Insured, at the request of the Insurance Company, is obliged to:
    - 1) undergo medical or diagnostic tests with minimal risk, excluding genetic tests,
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- in order to determine the state of health or to determine the degree of permanent disability or damage to health; the costs of conducting these tests are borne by the Company;
- 2) providing access to test results or medical documents concerning the course of treatment or giving consent for the Company to request access to such data or documents from appropriate persons or institutions;
  - 3) giving the Company written consent to contact entities that provided health services to the Insured Person in order to obtain information related to the verification of the data provided by that person about his or her health condition, determining the right to benefits under the insurance contract and the amount of such benefits, and releasing those entities from the obligation to maintain confidentiality related to the health services provided.

## **Obligations of the Insured and procedure in the event of a loss under travel luggage and sports equipment insurance**

### **§ 45**

1. The insured person is obliged to comply with the provisions aimed at preventing damage, and in particular to exercise due diligence in guarding the property.
  2. The Insured is entitled to compensation for the 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 was paid is recovered by the Insured undamaged, the Insured is obliged to return the amount of compensation paid, and the Insurance Company shall cover only the costs necessary to recover the travel luggage and/or sports equipment (but not more than the amount of compensation that would be due if the travel luggage and/or sports equipment  
  
or sports equipment was not recovered).
  3. In the event of damage, the Insured is obliged to:
    - 1) preventing the extent of the damage from increasing;
    - 2) securing evidence of the damage, both in the event of loss, destruction and damage to luggage or sports equipment;
    - 3) securing destroyed or damaged items in order to enable their inspection by a representative of the Company;
    - 4) immediately, but no later than within 24 hours of the event, notify the police of each case of burglary, robbery or loss of insured items, and obtain written confirmation of this fact, specifying the lost items (type, quantity) and their value;
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- 5) notify the relevant carrier or the management of the hotel, holiday home, campsite, guesthouse or other place of rest of any damage that occurred in public transport or place of accommodation and obtain written confirmation of this notification, specifying the lost items (type, quantity) and their value;
- 6) in the event of total or partial destruction of items as a result of an accident or rescue operation – obtaining written confirmation of the damage from the relevant authorities, specifying the lost items (type, quantity), reporting a claim for compensation to the Insurance Company within 7 days from the date of return to the Republic of Poland or the country of residence;

in the event of a breach of the obligations specified above due to wilful misconduct or gross negligence, the Insurance Company may reduce the benefit accordingly to the extent to which the breach contributed to the increase in damage or prevented the Insurance Company from determining the circumstances and consequences of the accident;

- 7) ensure that the notification includes:
  - a) policy number;
  - b) a detailed description of the circumstances of the damage;
  - c) a list of damaged or lost items, specifying their value and year of purchase;
  - d) evidence of loss, destruction or damage to luggage or sports equipment;
  - e) in the event of damage or destruction of sports equipment – invoices for its repair, provided that all repairs, regardless of the place where the damage occurred, are carried out in the Republic of Poland;
  - f) evidence of the purchase of sports equipment.
- 8) retaining damaged sports equipment, in the event of its damage or destruction, for possible presentation to the Company.

## **Obligations of the Insured and proceedings in the event of a loss under civil liability insurance**

### **§ 46**

1. The insured person is obliged to prevent, as far as possible, the escalation of the loss and limit its consequences.
2. If the Insured Person receives information about legal proceedings being initiated against him/her, he/she is obliged to notify the Insurance Company of this fact, even if he/she has already reported the occurrence of the insured event.
3. The Company shall not be liable for costs resulting from the lack of consent of the Insured to the Company concluding a settlement with the injured party or to satisfying his or her claims.

4. After each event resulting in damage caused by the Insured, the Insured is obliged to:
  - 1) immediately notify the Alarm Centre, but no later than within 7 days from the date of the occurrence of an event that may subject it to civil liability, and follow the recommendations of the Alarm Centre; in the event of a breach of the obligations specified above due to wilful misconduct or gross negligence, the Insurance Company may reduce the benefit to the extent to which the breach contributed to the increase in damage or prevented the Insurance Company from determining the circumstances and consequences of the accident;
  - 2) without the consent of the Alarm Centre, not to acknowledge or satisfy the claims of the injured party, nor to conclude any agreement or settlement with him regarding the claims submitted by him;
  - 3) grant power of attorney to a person indicated by the Alarm Centre to conduct the case or appeal to a civil court if the injured party has taken legal action against him, provided that such a request is made by the Alarm Centre;
  - 4) forward to the Alarm Centre, immediately upon receipt, any summons, lawsuit and any other court documents served on the Insured.

### **Obligations of the Insured and procedure in the event of the necessity to cancel or interrupt participation in a tourist event**

#### **§ 47**

1. If it is necessary to cancel a travel package, the Insured Person is obliged to notify the travel package organizer in writing immediately, no later than two days after the event necessitating cancellation. Failure to do so may result in the benefit being limited to the cancellation costs applicable to the travel package organizer on the day the event occurred.
2. The Insured Person is obliged to notify the Company in writing of the need to withdraw from the tourist event within 7 days from the date of the event mentioned in § 27 section 5.  
In the event of a breach of the obligations specified above due to wilful misconduct or gross negligence, the Insurance Company may reduce the benefit to the extent to which the breach contributed to the increase in damage or prevented the Insurance Company from determining the circumstances and consequences of the accident.
3. When reporting the cancellation of a tourist event, referred to in paragraph 2, the Insured Person is obliged to provide all documents necessary to assess the validity of the claim, in particular:

- 1) a contract of participation in the event together with a copy of the applicable terms and conditions of participation in the tourist event;
  - 2) confirmation of payment of event costs;
  - 3) a statement regarding the cancellation of the event, certified by the travel agency;
  - 4) documentation confirming the refund amount, issued by the travel agency on behalf of the organizer;
  - 5) medical records;
  - 6) confirmation from the employer about being on sick leave medical;
  - 7) other official documentation related to the Insured's summons by state administration authorities.
4. If it becomes necessary to interrupt participation in a tourist event, the Insured Person is obligated to immediately, no later than 2 days after the event necessitating interruption, inform the Insurance Company of the need for and reasons for an early return (but no later than before the Insured Person commences their return trip) and obtain a guarantee to cover the costs of such early return. In the event of a breach of the obligations specified above due to willful misconduct or gross negligence, the Insurance Company may reduce the benefit to the extent that the breach contributed to the increase in damages or prevented the Insurance Company from determining the circumstances and consequences of the accident.
5. In order to obtain a guarantee of coverage of the costs of interruption of participation in a tourist event, the Insured is obliged to follow the guidelines of the Alarm Centre.

## **Obligations of the Society**

### **§ 48**

1. The Company is obliged to properly and timely perform the obligations stipulated in the insurance contract and legal provisions, in particular it is obliged to provide the benefit in the event of an insured event.
2. The Company is obligated to deliver the General Terms and Conditions of Insurance to the Policyholder and the Insured in writing or – if the interested party consents – on another durable medium before concluding the insurance contract, and is obliged to deliver to the Policyholder a policy or document confirming the conclusion of the insurance contract. The Company issues certificates for the Insured.

## **Complaints, grievances and appeals**

### **§ 49**

1. In each case, a natural person who is the Policyholder, the Insured or a person entitled under an insurance contract, as well as a legal person or a company without legal personality who is the Policyholder, the Insured or a person seeking insurance cover may file a complaint.

2. In the case of natural persons, a complaint is considered to be an application, including a complaint and grievance, addressed to the Company as a financial market entity, containing reservations regarding the services provided by the Company, with the exception of applications submitted by natural persons who are clients of an insurance broker or clients of an insurance agent or an agent offering ancillary insurance performing agency activities on behalf of more than one insurance company within the scope of the same insurance branch, in accordance with the annex to the Act of 11 September 2015 on insurance and reinsurance activities, containing reservations regarding these entities in a scope not related to the insurance cover provided.
  3. In the case of legal persons or companies without legal personality, a complaint is considered to be an application, including a complaint and grievance, addressed to the Company, containing reservations regarding the services provided by the Company, with the exception of applications concerning insurance brokers, insurance agents or agents offering ancillary insurance performing agency activities on behalf of more than one insurance company within the scope of the same insurance branch, in accordance with the annex to the Act of 11 September 2015 on insurance and reinsurance activities, containing reservations regarding these entities in a scope not related to the insurance cover provided.
  4. Complaints referred to above may be submitted in the following manner:
    - in electronic form to the e-mail address: [ubezpieczenia.korporacyjne@uniqa.pl](mailto:ubezpieczenia.korporacyjne@uniqa.pl),
    - in writing - in person at the registered office of the Company or by post to the address of the registered office of UNIQA Towarzystwo Ubezpieczeń SA, ul. Chłodna 51, 00-867 Warsaw,
    - orally – by phone at +48 22 555 04 45 (call cost according to the operator's tariff) or in person during a visit to the Society's unit.
  5. Complaints should be submitted to the Management Board of the Company. Complaints may be submitted to any customer service unit of the Company.
  6. The Company's response to the complaint will be provided in paper form or by means of another durable medium or, in the case of a complaint filed by a natural person, by e-mail, if the natural person submitting the complaint submits a request for a response in this form.

Additionally, at the request of the person submitting the complaint, the Company shall confirm in writing or in another agreed manner the fact of its submission.
  7. Submitting a complaint immediately after making any reservations will facilitate and will speed up its fair consideration.
  8. If the Company does not have the contact details of the person submitting the complaint, when submitting the complaint
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the following data must be provided: name, surname, correspondence address, e-mail address (if this form of contact is chosen), and additionally in the case of legal persons or companies without legal personality – the company name.

9. The Company shall respond to the complaint without undue delay, no later than within 30 days from the date of receipt of the complaint.
10. In particularly complex cases that prevent the complaint from being reviewed and responded to within 30 days, the Company will inform you within that timeframe why the complaint cannot be reviewed. In such a case, a response to the complaint will be provided no later than 60 days from the date of its receipt.
11. If the natural person filing the complaint does not agree with the position of the Company expressed in response to the complaint, he or she may submit a request for consideration of the matter to the Financial Ombudsman, and may also bring an action against the Company to a common court in accordance with the jurisdiction specified in § 50.
12. Pursuant to Article 31 of the Act of 23 September 2016 on out-of-court resolution of consumer disputes, we hereby inform you that the entity authorized by the Company to conduct proceedings in matters of out-of-court resolution of disputes with consumers within the meaning of this Act is the Financial Ombudsman (Al. Jerozolimskie 87, 02-001 Warsaw; [www.rf.gov.pl](http://www.rf.gov.pl)).
13. The customer who is a consumer also has the option of seeking assistance from the locally competent District (Municipal) Office. Consumer Ombudsman.
14. Entities that are not entitled to file a complaint in accordance with the provisions of paragraphs 1-3 have the right to file a complaint or grievance. The provisions of paragraphs 4-9 and 13 shall apply accordingly to complaints and grievances filed by these entities, provided that in particularly complex cases that prevent the complaint or grievance from being considered and responded to within 30 days, the Company will inform the person filing the complaint or grievance within that period of the reason for the inability to consider it, and in such a case, a response to the complaint or grievance will be provided no later than 90 days from the date of its receipt.
15. The Company is subject to supervision by the Polish Financial Supervision Authority.

## **The court competent to settle disputes**

### **§ 50**

1. An action for a claim arising from an insurance contract may be brought in accordance with the provisions on general jurisdiction or before the court having jurisdiction over the place of residence or registered office of the Policyholder, the Insured or the Beneficiary under the insurance contract.

2. An action for a claim arising from an insurance contract may be brought in accordance with the provisions on general jurisdiction or before the court having jurisdiction over the place of residence of the heir of the Insured or the heir of the person entitled under the insurance contract.

## **Final provisions**

### **§ 51**

All notices and declarations addressed to the Society should be submitted in writing.

### **§ 52**

In matters not regulated by these GTC, the relevant provisions of Polish law shall apply.

### **§ 53**

These General Terms and Conditions were adopted by resolution of the Management Board on January 12, 2021.

UNIQA is one of the largest insurance groups in Poland and Europe. It offers property, motor, and life insurance for both individual and group clients.

**It is a stable and reliable company with numbers behind it:**

- present in 18 countries
- 5 million customers in Poland
- 15.5 million customers in Europe
- 5th place among insurance groups in Poland

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\* call cost according to operator's tariff

Central

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For more information, please contact your agent.