



# General Terms

## and Conditions of Travel Insurance CONTINENTS

### CHAPTER I

#### General provisions

##### § 1

The present Terms and Conditions of Travel Insurance CONTINENTS are applicable to general insurance agreements and insurance contracts concluded on the basis of such agreements for the benefit of insureds.

##### § 2

Whenever the expressions specified below are used in the present General Terms and Conditions of Travel Insurance CONTINENTS, they shall be understood as follows:

- 1) **Clinic** – an out-patient health care centre in which medical aid is rendered in the range of diagnostics and treatment by qualified medical and nursing staff; In the understanding hereof this term does not cover alms-houses, hospicium, drug and alcohol abuse cure centres, health resort centres, preventorium and rehabilitation units or centres;
- 2) **Amateur summer and winter sports** – sports practiced as a form of recreation either in summer or winter conditions, including without limitation skiing, snowboarding, surfing, windsurfing, kitesurfing and all types of team building activities (e.g. paintball);
- 3) **Travel luggage** – personal use items owned by the Insured or possessed by him or her during a travel abroad; Travel luggage includes single items transported as gifts;
- 4) **Call Centre** – an entity handling the following on behalf of the Insurer: organising and providing assistance services to the Insured as specified in these T&C as well as claims handling;
- 5) **Neoplastic disease (cancer)** – a sickness consisting of an uncontrolled growth of tissue of a particular organ; The sickness can be of chronic character or it can appear with severe symptoms occurring suddenly;
- 6) **Chronic disease** – a sickness of long duration, usually lasting for months or years with the need to undergo permanent or periodical treatment;
- 7) **Tropical disease** – a sickness caused by pathogenic organisms characteristic for tropical and sub-tropical regions;
- 8) **Expedition** – an organized trip aimed at the implementation of the assumed sport- or science-oriented tasks;
- 9) **Deductible** – a determined amount by which the amount of compensation paid out by the Insurer is reduced;
- 10) **Travel package** – all types of travels and stays outside the territory of the Republic of Poland or the Insured's country of permanent residence, organised by the Policyholder or purchased via a travel agency, including accommodation and lasting more than 24 hours. The term travel package also includes stays organised by the Policyholder outside the territory of the Republic of Poland or the Insured's country of permanent residence in rented holiday homes, apartments, lodgings or hotels;
- 11) **Medical expenses** – expenses incurred outside the territory of the Republic of Poland or the Insured's country of permanent residence for medical services, i.e. out-patient, in-patient or dental treatment as well as medicines, to the extent necessary in order to restore the Insured to the state of health enabling him or her to return or to be transported back to the Republic of Poland or his or her country of permanent residence;
- 12) **Costs of travel cancellation or interruption** – costs specified in the travel package contract, which the Insured will be charged with by the travel agency in the case of cancelling his or her participation in the travel, or additional costs of transport back to the Republic of Poland or the Insured's country of permanent residence;
- 13) **Country of permanent residence** – the country, other than the Republic of Poland, in which the Insured is currently covered by social security on the basis of residence permit or citizenship;
- 14) **Out-patient treatment** – provision of medical services by a service provider acting in accordance with the law in force to persons not requiring whole day or day and night treatment;
- 15) **Preventive odontology** – therapy of caries, therapy of necrotic changes, channel treatment, exchange of damaged fillings, treatment of gingival diseases (paradontosis, dental calculus removal);
- 16) **Sudden illness** – morbidity occurring suddenly and unexpectedly during a travel abroad, threatening the Insured's life or health and requiring immediate medical assistance;
- 17) **Consequence of a chronic/neoplastic disease** – intensification (acutition) of a chronic/neoplastic disease occurring in a sudden way after crossing the border of the Republic of Poland which requires immediate medical aid, and which causes the need to undergo treatment before the travel abroad is over;
- 18) **Personal accident** – a sudden event caused by external circumstances, in the consequence of which the Insured, irrespective of his or her will, suffered a permanent injury, health disorder or died;
- 19) **T&C CONTINENTS** – these General Terms and Conditions of Travel Insurance CONTINENTS;
- 20) **Tour operator** – an entrepreneur being a tour operator in the understanding of the Travel Services Act;
- 21) **Next-of-kin** – Insured's spouse, civil law spouse, children (also adopted children), siblings or parents; for the purposes of insurance of costs of travel cancellation or interruption, a travelling companion is also deemed next-of-kin, provided that he or she is covered by the same travel package contract and accommodated at the same hotel and hotel room as the insured person;
- 22) **Accompanying person** – the person travelling along with the Insured and indicated by him or her to accompany him or her during the treatment or transport;
- 23) **Summoned accompanying person** – Insured's next-of-kin residing in the Republic of Poland or his or her country of permanent residence and indicated by the Insured, who, if there is no accompanying person, will come to the place of event and accompany the Insured during the treatment;
- 24) **Hospitalization** – treatment in hospital lasting uninterruptedly at least 24 hours;
- 25) **Travel abroad** – Insured's stay outside the territory of the Republic of Poland and his or her country of permanent residence, starting the moment the Insured crosses the border of the Republic of Poland or the country of permanent residence, and ending the moment the Insured returns to the Republic of Poland or the country of permanent residence;
- 26) **Physical work** – the Insured taking on or performing gainful activity, regardless of the legal basis for such employment, except for white-collar work (office work, scientific work etc.) For the purposes of these T&C non-gainful activity, e.g. volunteer work, traineeship at a workshop or a factory, is also deemed physical work;
- 27) **Robbery** – seizure of property using physical constraint or threat of its use against the Insured, or driving the Insured unconscious or vulnerable;
- 28) **Premium** – the amount due from the Policyholder to the Insurer under the insurance contract;
- 29) **Practising high risk sports** – practising sports such as: motorsports (quads, snowmobiles and other land vehicles), water motorsports (personal water crafts, water skis, motorboats and other water sports using motor vehicles), horse-riding, polo, hunting, diving with the use of air apparatus, rafting or other water sports practised on

mountain rivers, mountaineering, rock climbing, martial arts and all types of defence sports;

- 30) **Extreme sports** – sport disciplines the practising of which requires special skills, braveness and acting under the circumstances of high risk, in particular: airborne sports such as parachuting, jumping from high buildings or rocks, paragliding, gliding, pilotage of any motor aircraft, mountain cycling, speleology, ski jumping, bump skiing, acrobatic ski jumping, heliskiing;
- 31) **Sports equipment** – equipment related to a sports discipline which the Insured is going to practise during his or her travel abroad. The following are deemed sports equipment: skis for all types of skiing together with ski boots, snowboard for all types of snowboarding together with boots, surfboard for all types of surfing together with sail (windsurfing) or kite (kitesurfing), bicycle, special equipment used for diving together with all the accessories;
- 32) **Parties** – AXA Towarzystwo Ubezpieczeń i Reasekuracji S.A. with its registered office in Warsaw, and the Policyholder;
- 33) **Sum insured** – the upper limit of the Insurer's liability determined per risk;
- 34) **Hospital** – an in-patient health care centre acting in accordance with the applicable law in force, the task of which is to provide day and night medical care, treatment and surgical procedures by qualified medical and nursing staff; in the understanding hereof this term does not cover alms-houses, mental hospitals, hospicium, drug and alcohol abuse cure centres etc., health resort centres, resort centres, spa or rehabilitation centres;
- 35) **Insurer** – AXA Towarzystwo Ubezpieczeń i Reasekuracji S.A. with its registered office in Warsaw;
- 36) **Permanent health detriment** – permanent injury to the Insured's body suffered as a result of a personal accident covered by insurance, whereby a permanent injury is understood as permanent defect of structure and function of an organ or extremity;
- 37) **Policyholder** – a tour operator, being a party to the general insurance agreement, concluding the insurance contract and obliged to pay the premiums;
- 38) **Insured** – a natural person, the Policyholder's customer participating in a travel package, for the benefit of whom the Policyholder has concluded an insurance contract;
- 39) **General insurance agreement** – an agreement concluded by the Insurer and the Policyholder, the scope of which covers at least medical expenses and costs of immediate assistance services as well as consequences of personal accidents, which determines the procedure and conditions of concluding insurance contracts by the Policyholder, as well as the scope and conditions of such insurance;
- 40) **Insurance contract** – a contract of insurance concluded as specified in the general insurance agreement;
- 41) **Travel package contract** – a contract for a travel package concluded between the Policyholder and the Insured;
- 42) **Beneficiary** – a person authorized to receive a benefit in the case of the Insured's death, appointed by name by the Insured; in the case the beneficiary has not been appointed, the members of the Insured's family are entitled to receive the benefit in the following order: spouse, children, parents, other statutory heirs, regardless of whether they actually inherit from the Insured; if there are a few entitled members of the Insured's family, the benefit is payable in equal parts;
- 43) **Insurance application** – an application for insurance contract filed with the Insurer by the Policyholder on the basis of the general insurance agreement;
- 44) **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, 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, Russian Federation, Romania, Republic of San Marino, Republic of Serbia, Republic of Montenegro, Republic of Slovenia, Swiss Confederation, Kingdom of Sweden, Republic of Turkey, Holy See, Republic of Hungary, United Kingdom of Great Britain and Northern Ireland, and Italian Republic);

b) **Zone B** – worldwide,

excluding the territory of the Republic of Poland and the Insured's country of permanent residence;

- 45) **Practising professional or record-seeking sport** – practising sports regularly and intensely, i.e. taking part in training, competitions and training camps as a member of sports clubs, as well as gaining income from the sports discipline practised; taking part in trips to places characterised by extreme climatic or natural conditions, or in expeditions.

## Subject and scope of insurance

### § 3

- The general insurance agreement and the insurance contracts may cover the following scopes of insurance:
  - Medical expenses and immediate assistance;
  - Personal accident;
  - Travel luggage;
  - Third party liability;
  - Sports equipment;
  - Costs of travel cancellation or travel interruption.
- The insurance provided under the insurance contract covers exclusively events which occurred in the area covered by the territorial scope of insurance.
- The territorial scope of insurance is indicated by the Policyholder in the insurance application.

## CHAPTER II

### A. MEDICAL EXPENSES AND IMMEDIATE ASSISTANCE

#### Subject and scope of insurance

### § 4

The subject of insurance includes the following costs incurred as a consequence of a sudden illness or a personal accident:

- Medical expenses;
- Costs of medical transport to the place of residence or a health care centre in the territory of the Republic of Poland or the country of permanent residence;
- Costs of transport of corpse to the place of burial in the territory of the Republic of Poland or the country of permanent residence;
- Costs related to organising and providing immediate assistance;
- Costs of rescue action at sea and in the mountains.

#### Medical expenses

### § 5

- The subject of insurance covers the medical expenses necessary from the medical point of view and evidenced, incurred by the Insured who, while staying abroad, had to undergo treatment in the consequence of a sudden illness or a personal accident.
- The Insurer covers the evidenced costs of the following services up to the amount of the sum insured for medical expenses and immediate assistance:
  - Medical consultation, including transport of a doctor from the nearest health care centre where it is required due to the Insured's state of health;
  - Insured's transport from the place of personal accident or sudden illness to the nearest hospital or health care centre using the means of transport approved by a Call Centre doctor;
  - Insured's transport to another health care centre if the one where the Insured is currently treated does not provide the medical care adjusted to his or her state of health, as recommended in writing by the head doctor and agreed with the Call Centre;
  - Out-patient tests and procedures, medicines (excluding vitamins, dietary supplements, beauty creams and ointments) and dressing materials prescribed by the head doctor and approved by a Call Centre doctor;
  - Hospitalization, i.e. treatment, procedures and surgeries which cannot be postponed till the time the Insured returns to the Republic of Poland or his or her country of permanent residence due to his or her state of health. The Call Centre chooses the

hospital which best suits the Insured's state of health, organises transport to hospital by a means of sanitary transport, informs the hospital on the payment conditions and maintains permanent contact with the hospital;

- 6) Dental treatment in the case of sudden inflammation, up to the total equivalent of EUR 250 for all cases requiring immediate medical aid occurring during the period of insurance;
  - 7) Repair or purchase of glasses, prostheses, dentures and auxiliary means in case they were damaged in a personal accident, whereby the Insurer covers the costs thereof up to 10% of the sum insured for medical expenses and immediate assistance;
  - 8) Insured's food and accommodation during stay abroad for convalescence purposes recommended in writing by the head doctor, provided that such costs are accepted by the Call Centre, for a period not exceeding 7 days, up to the equivalent of EUR 100 per day, where the Insured's transport to the Republic of Poland or his or her country of permanent residence cannot be carried out directly after hospitalization;
  - 9) One appointment with a doctor and, if necessary, transport to a health care centre with relation to pregnancy, up to the total amount of EUR 100;
  - 10) Costs of decompression chamber in medically justified cases, provided that a premium loading has been paid for insurance of the risk of diving using an air apparatus (high risk sports).
3. The limits of liability specified in item 2 apply to:
    - 1) One Insured, and
    - 2) All the events which occur during the entire period of insurance.

### Costs of medical transport

#### § 6

1. The subject of insurance covers the necessary and evidenced costs of the Insured's medical transport to the Republic of Poland or the country of permanent residence, either to a health care centre or to the Insured's place of residence, with relation to a sudden illness or a personal accident, provided that the Insured's state of health requires that and that the transport is carried out as recommended in writing by the head doctor and accepted by the Call Centre.
2. If the cost of medical transport to the Insured's country of permanent residence exceeds the cost of medical transport to the Republic of Poland, the amount of the cost of transport to the Republic of Poland is the limit of the Insurer's liability.

### Costs of transport of corpse

#### § 7

1. In the case of the Insured's death during a travel abroad as a result of a personal accident or a sudden illness, the Insurer covers the following costs:
  - 1) Costs of transport of the Insured's corpse to the place of burial in the territory of the Republic of Poland or the country of permanent residence, or costs of burial abroad;
  - 2) Costs of purchase of a coffin or urn.
2. The Insurer covers the costs of purchase of coffin or urn agreed with the Call Centre. The limits of liability are as follows:
  - 1) In the case of purchase of coffin – the equivalent of EUR 1,250;
  - 2) In the case of cremation – the equivalent of EUR 1,250 being the limit for purchase of urn and cremation.
3. The decision on the method of transport of corpse is made by the Call Centre.

### Costs related to organising and providing immediate assistance

#### § 8

Within organising and providing immediate assistance the Insurer guarantees the following services and benefits:

1. **Day-and-night service of the Call Centre**
2. **Information services**

The Call Centre can provide the Insured with the information on: customs and visa regulations, documents required during the entry and stay in a given country, recommended vaccinations, car rental, accommodation options, weather and climate conditions.

3. **Assistance in case of theft or loss of documents**

In the case of theft or loss of the Insured's credit cards or euro-cheques during a travel abroad, the Call Centre helps the Insured

block his or her personal account, either by providing the Insured with the right phone number to the bank where the Insured's bank account is maintained, or providing the bank maintaining the Insured's account with information on the theft or loss. The Insurer is not liable for the effectiveness or the correctness of the process of blocking the account by the bank, or the potential damage resulting therefrom.

In the case of theft, loss of or damage to documents required during the travel abroad, the Call Centre provides the Insured with information on the actions to be taken in order to obtain replacement documents.

4. **Costs of food and accommodation of the person accompanying the Insured in the travel**

If the Insurer covers the costs of the Insured's hospitalization and the hospitalization extends beyond the original date of the Insured's return to the Republic of Poland or his or her country of permanent residence, the Insurer additionally covers the costs of food and accommodation of one person accompanying the Insured. Such costs are covered up to the equivalent of EUR 100 per day, for a maximum of 7 days.

5. **Travelling expenses of a summoned accompanying person**

If the Insurer covers the costs of the Insured's hospitalization for a period exceeding 7 days, and no adult accompanies the Insured in his or her travel, the Insurer additionally covers the costs of return journey of one person residing in the territory of the Republic of Poland or the country of permanent residence summoned to accompany the Insured, up to the equivalent of EUR 2,000. The Insurer covers the costs of train or bus ticket, or, if the journey by these means of transport lasts longer than 12 hours, a plane ticket in economy class. Additionally the Insurer covers the costs of food and accommodation of such a person up to the equivalent of EUR 100 per day, for a maximum of 7 days.

6. **Continuation of planned travel**

Where the Insured's state of health after the hospitalization due to a sudden illness or a personal accident allows him or her to continue the travel, the Call Centre, at the Insured's request, will organise and cover the costs of the Insured's transport from the place of hospitalization to the next stage of the planned travel in order to make its continuation possible. The costs of transport are covered up to the equivalent of EUR 500.

7. **Assistance where the Insured cannot continue the return travel by car due to his or her state of health**

Where the Insured's state of health, as confirmed in writing by the head doctor abroad, does not allow him or her to drive the motor vehicle by which the Insured travelled abroad, and no other passenger holds a driving licence or can drive the vehicle, the Call Centre will organise and cover the costs related to the payment for and the travel expenses of a substitute driver up to the total equivalent of EUR 1,000. Additionally the Insurer will cover the costs related to food and accommodation of the driver up to the equivalent of EUR 100 per day, for a maximum of 3 days.

### Costs of rescue action at sea and in the mountains

#### § 9

Necessary and evidenced costs incurred for rescue or search action (rescue costs) led by special rescue services in order to rescue life or health of the Insured who had an accident outside the Republic of Poland or his or her country of permanent residence (which not necessarily should result in permanent health detriment) or suffered a sudden illness. The costs of rescue are understood as:

- 1) Costs of search action led by special rescue services;
- 2) Rendering medical first aid in the place of the event;
- 3) Transport from the place of accident to the nearest health care unit required by the Insured's state of health (using special means of transport such as sleigh, helicopter, toboggan, motorboat).

### Sum insured

#### § 10

The sums insured and the limits and sub-limits of the sum insured for medical expenses and costs of immediate assistance are determined in the Table under § 34 below.

## Limitations and exclusions of the Insurer's liability

### § 11

1. The Insurer is not liable for medical expenses, medical transport, corpse transport, immediate assistance and rescue costs if such services were not accepted by the Call Centre. The above limitation referring to the requirement of acceptance of medical expenses by the Call Centre does not apply where the Insured objectively could not contact the Call Centre due to his or her state of health.
2. The Insurer is not liable for medical expenses, medical transport, corpse transport, immediate assistance and rescue costs referring to an Insured who had medical contraindications to travel abroad.
3. Regardless of the general exclusions referred to in § 42, the insurance does not cover medical expenses, costs of medical transport, corpse transport, organising and providing immediate assistance and rescue costs if they result from:
  - 1) Treatment not related to medical aid rendered as a consequence of a sudden illness or a personal accident;
  - 2) Treatment, hospitalization or accommodation where the Insured refused to return to the Republic of Poland or his or her country of permanent residence contrary to the decision of a Call Centre doctor. Such a decision must be approved by and agreed with the head doctor;
  - 3) Treatment, hospitalization or accommodation where, in the Call Centre doctor's opinion the treatment can be postponed until the Insured comes back to the Republic of Poland or his or her country of permanent residence;
  - 4) Treatment exceeding the scope of medical services which is necessary to restore the Insured's state of health enabling him or her to return to the Republic of Poland or his or her country of permanent residence;
  - 5) Treatment at a sanatorium, resort centre or drug and alcohol abuse cure centre, stays at SPA centres or hotels;
  - 6) Psychoanalytical and psychotherapeutical treatment;
  - 7) Treatment of illnesses or consequences of personal accidents if they occurred before the conclusion of the current insurance contract or during the validity of the previous insurance contract;
  - 8) Tests and investigations not necessary to diagnose or treat the illness, follow-up tests and investigations, obtaining medical certificates, preventive vaccines;
  - 9) Plastic and cosmetic surgery;
  - 10) Treatment of mental disturbances, depressions, congenital defects, venereal diseases and AIDS, even if not treated before;
  - 11) Insured's special diet, massages, baths, inhalations, therapeutic exercises, irradiation (even if recommended by a doctor) and other physiotherapy and rehabilitation procedures;
  - 12) Abortion;
  - 13) Pregnancy, except for one appointment with a doctor including transport to a health care centre (up to the total equivalent of EUR 100);
  - 14) Childbirth within 2 months before due date;
  - 15) Artificial insemination, any other type of infertility treatment, as well as purchase of contraceptives;
  - 16) Services other than standard ones used during hospitalization, e.g. use of radio, TV, hairdresser or beautician services etc.;
  - 17) Preventive dental treatment (except sudden inflammation as defined under § 5.2.6 hereof) and prosthetics;
  - 18) Treatment with medicines not recognized by conventional medicine;
4. The following risks are also excluded from cover, unless an additional premium has been paid:
  - 1) Performing physical work abroad (code PW);
  - 2) Practising high risk sports (code HRS);
  - 3) Practising professional and record-seeking sport or participating in competitions, races, shows and sports training (code RS);
  - 4) Practising extreme sports (code ES);
  - 5) Consequences of chronic and neoplastic diseases (code CD);
  - 6) Practising amateur summer and winter sports (AS).
5. The general insurance agreement may determine a deductible not lower than the equivalent of EUR 20 and not higher than the equivalent of EUR 60.
6. In the case of cashless system of covering costs by the Call Centre, the deductible does not apply.

## B. PERSONAL ACCIDENT

### Subject and scope of insurance

#### § 12

1. The subject of insurance covers the Insured's life and health.
2. The Insurer undertakes to pay the following benefits:
  - 1) In the case of the Insured's death as a result of a personal accident – benefits amounting to 50% of the sum insured for personal accident, provided that the death occurred within 12 months of the date of such personal accident,
  - 2) In the case of the Insured's permanent health detriment resulting from a personal accident – a benefit determined as the product of the sum insured for personal accidents and a percentage of permanent detriment determined in the table below.

## Degree of permanent health detriment table

Item	Type of injury	Degree of permanent health detriment	
		Right*	Left*
1	Skull fracture:		
a	Bones of skull		1–20
b	Facial bones – maxilla, mandible, zygomatic bone		1–20
2	Mandible fracture		1–15
3	Nasal bone fracture		1–10
4	Spine fracture:		
a	Cervical spine		1–40
b	Thoracic spine		1–25
c	Lumbar spine		1–35
5	Sternum fracture		1–10
6	Rib fracture		1–5
7	Fracture of bones of pelvis (excluding coccyx):		
a	Anterior (pubic, sciatic bone)		5–15
b	Anterior and posterior (Malgaigne fracture)		10–35
8	Femoral fracture (in the area of femoral capital epiphysis, neck or shaft)		5–55

Item	Type of injury	Degree of permanent health detriment	
		Right*	Left*
9	Distal femoral epiphysis fracture (intraarticular) or tibial plateau fracture		1–30
10	Tibia fracture		5–40
11	Fibula fracture		1–5
12	Patella fracture		5–40
13	Tibia and fibula fracture (both bones of shin)		5–40
14	Heel fracture		1–25
15	Talus bone fracture		1–20
16	Tarsus bones fracture		1–15
17	Metatarsal bones fracture		1–15
18	Big toe fracture		1–12
19	Fracture of toes II–V (per toe)		1–3
20	Total loss of lower extremity in the area of:		
a	Hip joint		75
b	Thigh		70
c	Knee joint		65
d	Shin		50
21	Total loss of foot		40
22	Total loss of big toe (in the case of partial loss – 1/3 of the value per phalanx bone)		6
23	Total loss of toe II–V (in the case of partial loss – 1/3 of the value per phalanx bone)		2
24	Scapula fracture	1–40	1–35
25	Clavicle fracture	1–15	1–10
26	Proximal humerus fracture	1–30	1–20
27	Humeral shaft fracture	5–45	5–40
28	Distal humerus (intraarticular) fracture or proximal radius fracture or proximal ulna fracture	1–25	1–20
29	Ulna or radius shaft fracture	1–30	1–25
30	Proximal ulna (intraarticular) fracture or distal radius fracture	1–25	1–20
31	Distal radius (intraarticular) fracture and distal ulna fracture (both bones of forearm)	1–35	1–30
32	Carpus and metacarpus bones fracture	1–25	1–20
33	Fracture in the area of thumb	1–20	1–15
34	Index finger fracture	1–15	1–12
35	Fracture of fingers III–V (per finger)	1–10	1–7
36	Total loss of upper extremity in the area of:		
a	Shoulder	75	65
b	Arm	70	60
c	Forearm	65	55
d	Carpus (wrist)	55	45
37	Total loss of thumb (in the case of partial loss – 1/3 of the value per phalanx bone)	20	15
38	Total loss of index finger (in the case of partial loss – 1/3 of the value per phalanx bone)	15	10
39	Total loss of finger III–V (in the case of partial loss – 1/3 of the value per phalanx bone)	5	4
40	Total loss of sight in both eyes		100
41	Total loss of sight in one eye		40
42	Total loss of sight in one eye without the loss of eye		35
43	Total loss of auricle		10
44	Total loss of hearing in both ears		60
45	Total loss of hearing in one ear		20
46	Total loss of speech		100
47	Total loss of tongue		40
48	Total loss of nose (including nasal bones)		15

Item	Type of injury	Degree of permanent health detriment	
		Right*	Left*
49	Total loss of smell		10
50	Total loss of a lung		30
51	Total loss of a kidney		35
52	Total loss of stomach		20
53	Total loss of spleen		15
54	Total loss of uterus		40
55	Total loss of a mammary gland		25
56	Total loss of an ovary or a testicle		20
57	Total loss of penis		35
58	Paralysis of four extremities – fixed		100
59	Paralysis of two extremities – fixed		80
60	Concussion		5
61	Cerebral contusion		10
62	2nd degree burn covering up to 1% of body surface		1–5
63	2nd degree burn covering 1%– 15% of body surface		6–20
64	2nd degree burn covering 16%–30% of body surface		21–35
65	2nd degree burn covering over 30% of body surface		36–100
66	3rd degree burn covering up to 5% of body surface		1–20
67	3rd degree burn covering 6%–10% of body surface		21–50
68	3rd degree burn covering over 10% of body surface		51–100
69	Burn of respiratory tracts treated in hospital		1–100
70	2nd or higher degree congelatio (for each finger or toe)		5
71	2nd or higher degree congelatio – more than one finger or toe		15
72	2nd or higher degree congelatio of nose or ear		20
73	Damage to skin of face (scars and loss)		1–20
74	Scars on skin of chest		1–20
75	Scars on skin of abdominal cavity		1–20
76	Scars on skin of upper or lower extremity		1–15

\* detriments suffered by left-handed persons are determined according to the percentages specified for the right-hand side.

## Determination of benefits

### § 13

- For the purposes of the T&C CONTINENTS permanent health detriment covers only and exclusively the types of detriments specified in the Table of the degree of permanent health detriment.
- Types and amounts of the benefits to be paid are determined upon finding the causality between the personal accident and the Insured's death or permanent health detriment.
- The permanent health detriment is determined by doctors appointed by the Insurer based on the medical documentation. In disputable cases the Insurer reserves the right to refer the Insured to a medical board.
- The degree of permanent disability should be established promptly upon completion of treatment including recommended rehabilitation, however not later than 24 months from the date of personal accident. The decision may be issued earlier if the degree of permanent health detriment is indisputable.
- In the case of loss or damage of an organ or system the functioning of which had already been handicapped prior to the accident because of a disease or permanent disability, the degree of permanent health detriment is determined as the difference between the degree of permanent health detriment for a given organ or system after the accident and the one existing prior to the accident.
- If the Insured died due to reasons not related to a personal accident and the degree of permanent health detriment had not been determined prior to his or her death, the degree is determined by doctors appointed by the Insurer.

- The total degree of permanent health detriment equals the sum of percentages determined for individual types of permanent health detriment; however their sum may not exceed 100%.

- If the Insured suffered permanent health detriment as a result of a personal accident and subsequently died as a result of the same personal accident, the Insurer pays exclusively the death benefit. If the Insurer paid a benefit for permanent health detriment before the Insured died, the death benefit is calculated as the difference between 50% of the sum insured for personal accidents and the amount paid out before due to permanent health detriment.

## Sum insured for personal accident

### § 14

The sums insured and the limits and sub-limits of the sum insured for personal accident are determined in the Table under § 34 below.

## Limitations and exclusions of the Insurer's liability

### § 15

- Regardless of the general exclusions referred to in § 42 the Insurer is not liable in the following cases:
  - The Insured undergoing medical procedures, unless they result from treatment of consequences of a personal accident and have been recommended by a doctor;
  - Poisoning by solid or liquid substances which entered the organism by the digestive system;

- 3) Occupational disease or other diseases, even those occurring suddenly or manifesting themselves after the occurrence of a personal accident;
  - 4) Pregnancy or childbirth complications;
  - 5) Driving a vehicle or other means of transport by the Insured without the required license allowing to drive such a vehicle;
  - 6) Congenital defects, tropical diseases;
  - 7) Infections, with the reservation that the Insurer is liable where the Insured was infected with a virus or a pathogenic bacteria as a result of injuries suffered in a personal accident, where minor chafes of the cuticle or mucous membrane are not deemed injuries suffered in a personal accident; the consequences of infections with viruses or bacteria resulting from chafes suffered during a personal accident or thereafter are not covered by insurance; however, this exclusion does not apply to rabies and tetanus;
  - 8) Abdominal or inguinal hernia; however, the Insurer is liable where such abdominal or inguinal hernia is a consequence of a personal accident;
  - 9) Damage to intervertebral disks or bleeding from internal organs; however the Insurer is liable where the above damage is caused by a personal accident;
  - 10) Cerebral hemorrhage, infarctions, apoplexy.
2. The following risks are also excluded from cover, unless an additional premium has been paid:
- 1) Performing physical work abroad (code PW);
  - 2) Practising high risk sports (code HRS);
  - 3) Practising professional and record-seeking sport or participating in competitions, races, shows and sports training (code RS);
  - 4) Practising extreme sports (code ES);
  - 5) Consequences of chronic and neoplastic diseases (code CD);
  - 6) Practising amateur summer and winter sports (AS).

## C. INSURED'S TRAVEL LUGGAGE

### Subject and scope of insurance

#### § 16

1. The subject of insurance is the Insured's travel luggage during his or her travel abroad.
2. The travel luggage is covered by insurance only when it is under direct care of the Insured or it is:
  - 1) Entrusted to a professional carrier against relevant forwarding documents;
  - 2) Given to left luggage office against receipt;
  - 3) Left in a closed individual luggage chamber at the station or hotel;
  - 4) Left in a locked room at the place of the Insured's accommodation (excluding a tent);
  - 5) Left in a locked boot of a motor vehicle or in a locked hatch or in a car park against receipt;
  - 6) Left in a locked cabin of a caravan or vessel.
3. The Insurer pays the compensation for the loss, destruction of or damage to the Insured's travel luggage only if it results from:
  - 1) A fortuitous event: fire, windstorm, flood, torrential rain, hail, avalanche, direct stroke of lightning, earthquake, landslide or ground subsidence;
  - 2) Destruction of or damage to the insured luggage during rescue action led as a result of a fortuitous event specified in point 1);
  - 3) Road, water or air traffic accident;
  - 4) Burglary to the places specified under item 2 as well as theft from a locked boot of a motor vehicle or a locked hatch, or robbery;
  - 5) A personal accident or a sudden illness in the consequence of which the Insured loses the possibility of taking care of and securing his or her travel luggage;
  - 6) The luggage getting lost, while it was in the care of a professional carrier against forwarding documents.

### Sum insured for travel luggage

#### § 17

The sums insured and the limits and sub-limits of the sum insured under travel luggage insurance are determined in the Table under § 34 below.

## Limitations of the Insurer's liability

### § 18

1. Regardless of the general exclusions referred to in § 42 the Insurer is not liable for:
  - 1) Damage to or theft of motor vehicle equipment;
  - 2) Damage resulting from losing or leaving objects behind;
  - 3) Damage consisting exclusively of damage to or destruction of luggage containers (suitcases, trunks, etc.);
  - 4) Damage resulting from defects of the insured object;
  - 5) Damage consisting of damage to or destruction or loss of property as a result of wear and tear, catching fire, getting spoiled or escape, and in the case of fragile articles or ones placed in glass container – also break or loss of value of a damaged item;
  - 6) Damage resulting from burglary to rooftop cargo carriers of a motor vehicle, if at least one of the walls of such carrier has been made of a weak material (e.g. tarpaulin) or if the carrier was not locked using an adequate lock;
  - 7) Damage occurring in the electric apparatus or devices because of their defects and the action of the electric current during their use, unless the action of electricity has caused fire;
  - 8) Damage resulting from emissions, escape or another form of substances getting into the air, water or ground;
  - 9) Damage being the effect of arrest, destruction or confiscation by customs office or other authorities.
2. Furthermore, the insurance does not cover:
  - 1) Silver, gold or platinum in scrap or bars;
  - 2) Means of payment (payment cards, cash etc.), travelling tickets, vouchers, bank books, savings bonds, securities and keys;
  - 3) Audio-visual equipment, communications equipment, photographic equipment, subject to item 3;
  - 4) Jewellery, watches, works of art, antiques and collections;
  - 5) Computer hardware and software and data on all types of carriers;
  - 6) Sports equipment and vessels;
  - 7) All types of weapons and hunting trophies;
  - 8) Fuels, car accessories and items forming part of equipment of caravans and boats;
  - 9) Objects serving as production, trade or services instruments;
  - 10) Cars, trailers, caravans and other means of transport;
  - 11) Medical equipment, medicines, prostheses;
  - 12) Fur products;
  - 13) Food, alcohol, cigarettes.
3. Mobile phones, video games, photographic equipment and video cameras, equipment used to record and replay sound and vision are only insured against the risk of robbery, when carried by the Insured, where the upper limit of the Insurer's liability for the above-mentioned damage is 50% of the sum insured for travel luggage.
4. When determining the amount of damage the following is not taken into consideration:
  - 1) Scientific, collection, historic or commemorative value;
  - 2) Costs incurred to decontaminate the debris.
5. The amount of compensation is determined on the basis of market prices on the date of determining the compensation, allowing for the degree of wear and tear.
6. The amount of compensation paid may not exceed the real value of damage incurred or cover damage which occurred before, including the degree of wear and tear.

## D. INSURED'S THIRD PARTY LIABILITY

### Subject and scope of insurance

#### § 19

The subject of insurance is the Insured's private third party liability for bodily injuries (causing death, injury to the body or health disorder) or property damage (damage to or destruction of property) inflicted on third parties by a tort committed during the Insured's travel abroad, which the Insured is obliged to redress in accordance with the law of the country of his or her stay.

**§ 20**

Under third party liability insurance the Insurer is only liable for damage resulting from the Insured's action or omission, and provided that the event resulting in damage occurred during the period of the Insurer's liability, and a claim has been made against the Insured as a result thereof.

**§ 21**

1. Within the limits of its liability, the Insurer is obliged to:
  - 1) Examine the grounds for claims made against the Insured;
  - 2) Cover the justified costs incurred to prevent the increase in the extent of damage;
  - 3) Cover the costs of consideration of experts appointed upon consent of the Insurer in order to determine the circumstances or extent of damage;
  - 4) Pay out the compensation which the Insured is obliged to pay to the injured under damage covered by the contract on the basis of a settlement concluded or approved by the Insurer, acceptance or a final court judgment;
  - 5) Cover the costs of consideration of a lawyer representing the Insured's interests during the judicial proceedings, provided that he or she was appointed by the Insurer or with its consent.
2. The sum insured for third party liability constitutes the upper limit of the Insurer's liability for one Insured with relation to all insured events occurring during the insurance period, regardless of the number of persons who caused the damage or contributed to the occurrence thereof.
3. Should the duty referred to in § 46.4.2 above be infringed, the Insurer is released from the duty to perform, unless the Insured could not have acted otherwise given the circumstances.

**Sum insured****§ 22**

The sum insured and the limits and sub-limits of the sum insured for third party liability are determined in the Table under § 34 below.

**Limitations of the Insurer's liability****§ 23**

1. The Insurer is not liable for damage resulting from possessing the following during a travel abroad:
  - 1) Dogs;
  - 2) Horses;
  - 3) Wild and exotic animals;
  - 4) Side arms, stinging weapons and firearm, as well as using it for sports of self-defence purposes.
2. The Insurer is not liable for damage not exceeding the equivalent of EUR 250 per event occurring during the period of the Insurer's liability and the benefits or compensations payable to the injured due to such events are reduced by such an amount.
3. The Insurer is not liable for claims made mutually by persons for the benefit of whom the insurance contract has been concluded, and by relatives of persons for the benefit of whom the insurance contract has been concluded.
4. Regardless of the general exclusions referred to in § 42 the Insurer is not liable for damage:
  - 1) Inflicted on next-of-kin;
  - 2) Inflicted intentionally by persons whom the Insured bears responsibility for;
  - 3) For which compensation is payable under mandatory third party liability insurance;
  - 4) Resulting from possessing, driving, using or starting mechanical vehicles, aircraft and vessels;
  - 5) Resulting from transmitting a disease to another person;
  - 6) Resulting from normal use of an item or as a result of technical wear and tear;
  - 7) Resulting from contractual liability (for failure to perform or wrong performance of an obligation);
  - 8) Resulting from actions related to the Insured performing all types of work, occupation or running business activity;
  - 9) Occurring in the territory of the Republic of Poland or the country of permanent residence;
  - 10) Related to practising high risk sports (code HRS);

- 11) Related to practising professional and record-seeking sport or participating in competitions, races, shows and sport training (code RS);
- 12) Related to practising extreme sports (code ES);
- 13) Related to practising amateur summer and winter sports (code AS) unless additional premium has been paid. Where an additional premium has been paid, the sum insured for third party liability for practising amateur summer and winter sports amounts to the equivalent of EUR 10,000. In the case of the Insured's third party liability for damage to property related to practising amateur summer and winter sports, the total amount of benefits paid by the Insurer under this risk may not exceed the equivalent of EUR 1,000.

**E. SPORTS EQUIPMENT****Subject and scope of insurance****§ 24**

1. The subject of insurance is sports equipment owned by the Insured during his or her travel abroad.
2. The sports equipment is covered by insurance only when it is under direct care of the Insured or it is:
  - 1) Entrusted to a professional carrier against relevant forwarding documents;
  - 2) Given to left luggage office against receipt;
  - 3) Left in a closed individual luggage chamber at the station or hotel;
  - 4) Left in a locked room at the place of the Insured's accommodation (excluding a tent);
  - 5) Left in a locked boot of a motor vehicle or in a locked hatch or in a car park against receipt;
  - 6) Left in a locked cabin of a caravan or vessel.
3. The Insurer pays the compensation for the loss, destruction or damage to the Insured's sports equipment only if it results from:
  - 1) A fortuitous event: fire, windstorm, flood, torrential rain, hail, avalanche, direct stroke of lightning, earthquake, landslide or ground subsidence;
  - 2) Destruction of or damage to the insured luggage during rescue action led as a result of a fortuitous event specified in point 1);
  - 3) Road, water or air traffic accident;
  - 4) Burglary to the places specified under item 2 as well as theft from a locked boot of a motor vehicle or a locked hatch, or robbery;
  - 5) A personal accident or a sudden illness in the consequence of which the Insured loses the possibility of taking care of and securing his or her sports equipment;
  - 6) The equipment getting lost, while it was in the care of a professional carrier against forwarding documents;
  - 7) The sports equipment getting damaged or destroyed while practising sports, if such damage to or destruction of sports equipment results from a personal accident confirmed by a medical diagnosis, during a travel abroad.
4. Taking out insurance of skis for all types of skiing together with ski boots, snowboard for all types of snowboarding together with boots, surfboard for all types of surfing and special equipment used for diving together with all the accessories is conditioned on concluding medical expenses and personal accident insurance contract including a loading for practising the sport requiring given sports equipment, and paying additional premium.

**Sum insured for sports equipment****§ 25**

The sums insured and the limits and sub-limits of the sum insured under sports equipment insurance are determined in the Table under § 34 below.

**Limitations of the Insurer's liability****§ 26**

1. Regardless of the general exclusions referred to in § 42 the Insurer is not liable for loss, destruction or damage:
  - 1) Caused intentionally by the Insured or by any person he or she bears responsibility for, or his or her family member;

- 2) Resulting from practising sports in places where it is not permitted;
  - 3) Resulting from using the equipment contrary to its intended use;
  - 4) Caused during a move;
  - 5) Left unattended (subject to § 24.2.5);
  - 6) Resulting from using the sports equipment (subject to § 24.2. 7);
  - 7) Being the effect of confiscation, arrest or destruction of sports equipment by customs office or other state authorities.
2. The amount of compensation paid may not exceed the real value of damage incurred or cover damage which occurred before, including the degree of wear and tear.
  3. The amount of compensation for sports equipment is determined on the basis of market prices on the date of determining the compensation, allowing for the degree of wear and tear at the level of 10% for the first year, 20% for the second year and 30% for every following year starting from the equipment manufacturing date.

## F. COSTS OF TRAVEL CANCELLATION OR TRAVEL INTERRUPTION

### Subject and scope of insurance

#### § 27

1. The subject of insurance covers the costs of travel cancellation or interruption of participation in a travel for reasons beyond the control of the Insured, as specified in item 5.
2. The costs of travel cancellation include the fees provided for in a written contract concluded by the Insured with a travel agency, payable by him or her with reference to cancelling his or her participation in the travel before it starts.
3. The costs of travel interruption include the additional costs of return transport incurred by the Policyholder, constituting the difference between the costs of return transport provided for in the contract with the travel agency and the costs of transport resulting from early return.
4. The Insurer reimburses additional costs of return transport maintaining the standard of transport services provided for in the contract with the travel agency. The costs of transport are reimbursed only where the contract with the travel agency covers return (two-way) transport.
5. The Insurer reimburses the fees paid by the Insured with reference to travel cancellation or interruption only where these result from:
  - 1) Insured's personal accident, sudden illness or premature delivery – if it makes his or her participation in the travel impossible, or causes the Insured's death;
  - 2) A personal accident, sudden illness or premature delivery of the Insured's next-of-kin, or the death of a next-of-kin;
  - 3) Serious fortuitous event requiring the Insured's presence at the place of residence on the date of planned departure – burglary into his or her flat, fire, inundation, windstorm or any other fortuitous event occurring at the Insured's place of residence;
  - 4) Unconditional summons issued by the administrative authorities of the Republic of Poland delivered to the Insured during his or her stay abroad, except for summons by military authorities;
  - 5) Damage resulting from burglary, robbery or fire at a work place where the Insured is the employer, requiring his or her presence at the place of residence;
  - 6) Death, personal accident, premature delivery or sudden illness of the Insured's travelling companion, included by the Insured when signing the contract with the travel agency, only if such a contract refers to holiday home of flat (apartment) rent, and the price of rent is determined as a total for a given number of people. The number of people included may not be higher than accepted in the contract with the travel agency.

### Sum insured for costs of travel cancellation or travel interruption

#### § 28

1. The sum insured for costs of travel cancellation or travel interruption equals the price of the travel.
2. The Insurer's liability is limited by the sum insured referred to in item 1, subject to the Insurer's liability per person not exceeding EUR 4,000.

3. In the case of travel cancellation the Insured, subject to item 2, receives a benefit at the level of 80% of costs incurred but not reimbursed.

### Limitations of the Insurer's liability

#### § 29

1. Regardless of the general exclusions referred to in § 42 the Insurer is not liable where the tour operator is notified of the travel cancellation and the reasons behind it later than 2 days after the occurrence of the event justifying such cancellation.
2. The Insurer is not liable where the travel cancellation or interruption is related directly or indirectly with:
  - 1) Pregnancy and its complications;
  - 2) Mental or emotional disturbances;
  - 3) Medical tests or investigations not resulting from a sudden need;
  - 4) Failure to have the required vaccinations done before a travel;
  - 5) Consequences of a chronic or neoplastic disease where the Insured or his or her next-of-kin was diagnosed with such a disease before concluding the insurance contract, mental disturbances, depressions, congenital defects (in the case of a diagnosed chronic or neoplastic disease it is possible to have it covered with the Insurer's liability, provided that an additional premium is paid).
3. The Insurer is not liable if the Insured receives compensation with reference to the same event under another insurance contract or from other institutions.
4. The Insurer does not reimburse additional costs incurred by the Insured with reference to travel cancellation or interruption not included in the price of the travel (visas, telephones etc.).

## CHAPTER III

### COMMON PROVISIONS

#### General insurance agreement and insurance contracts

#### § 30

The general insurance agreement and insurance contracts may be concluded based on the conditions agreed by the Parties differing from the provisions of the T&C CONTINENTS. However, the above does not refer to the requirement specified in § 31.

#### § 31

1. The general insurance agreement must cover at least medical expenses and immediate assistance services as well as personal accident.
2. The general insurance agreement is concluded for a period not shorter than 12 months.

#### Contents of the insurance contract

#### § 32

1. The contents of the insurance contract comprise the contents of the T&C CONTINENTS, the general insurance agreement and the insurance application form.
2. In the insurance contract covering participants of one travel by the same scope of insurance, the same premium and the same sums insured are determined for all participants.
3. By acceding to the insurance the Insured releases any doctors and health care centres carrying out his or her treatment both in the Republic of Poland and abroad from their duty to keep doctor-patient confidentiality and gives his or her consent to disclose the medical documentation to the representatives of the Insurer.

#### Conclusion of insurance contract

#### § 33

1. The insurance contract is concluded on Policyholder's application filed in accordance with the procedure and deadlines specified in the general insurance agreement.
2. In the case of travel cancellation or travel interruption, the insurance contract can be concluded at the latest 5 days after the date of concluding the travel package contract or payment of the total price or a part thereof as advance payment, provided that the payment was

made later than the travel package contract was concluded. Where less than 30 days are left to the starting date of the travel, the insurance for travel cancellation or interruption can only be taken out on the date of concluding such the travel package contract.

3. The document necessary to conclude an insurance contract for travel cancellation or interruption is the original of the travel package contract.
4. The insurance contract may be concluded for the period from 1 day up to 12 months.
5. The Insured receives an insurance certificate as a confirmation of concluding the insurance contract.

## Sums insured

### § 34

1. The sums insured are the upper limit of the Insurer's liability for one travel abroad and one Insured under the insurance contract for which such sums were determined.
2. Sums insured are reduced each time a benefit or compensation is paid out under the insurance contract for which such sums were determined, per one travel abroad and one Insured.
3. The sums insured for individual types of risk are specified in the table below:

Scope of insurance	Sum insured	
MEDICAL EXPENSES AND COSTS OF IMMEDIATE ASSISTANCE	Up to EUR 10,000 or 20,000 for zone A	Up to EUR 30,000 or 50,000 for zone B
Clinic	Up to sum insured for medical expenses (ME) Except for the US, Canada, Japan, Australia and Caribbean Islands – a limit of EUR 2,000	
Insured's transport to health care centre, between health care centres	Up to sum insured for medical expenses (ME)	
Dental treatment	Up to EUR 250	
Repair or purchase of prostheses, dentures, glasses	Up to 10% of sum insured for medical expenses (ME)	
Insured's transport to the Republic of Poland	Up to sum insured for medical expenses (ME)	
Transport of Insured's corpse	Up to sum insured for medical expenses (ME)	
Purchase of a coffin or costs of cremation and purchase of an urn	Up to EUR 1,250	
1 appointment with a doctor related to pregnancy	Up to EUR 100	
Insured's convalescence costs	Up to EUR 100 per day for maximum 7 days	
Accompanying person's food and accommodation costs	Up to EUR 100 per day, up to maximum 7 days	
Travelling expenses of a summoned accompanying person	Up to EUR 2,000	
Insured's transport upon completion of treatment in order to continue the travel	Up to EUR 500	
Rescue action costs	Up to EUR 5,000	
Substitute driver to enable Insured's return by his or her car	Up to EUR 1,000	
PERSONAL ACCIDENT	EUR 2,000 for zone A	EUR 4,000 for zone B
Benefit for the total health detriment	100% of sum insured for personal accident (PA)	
Benefit for a partial health detriment	The defined percentage of sum insured for personal accident (PA)	
Benefit in the case of death	50% of the sum insured for personal accident (PA)	
TRAVEL LUGGAGE	Up to EUR 200 for zone A	Up to EUR 400 for zone B
TPL	Up to EUR 50,000	
Damage to property max up to 10% of sum insured	Up to EUR 5,000	
Bodily injury	Up to EUR 50,000	
TPL related to practising amateur summer or winter sports	Up to EUR 10,000	
Damage to property max up to 10% of sum insured	Up to EUR 1,000	
Bodily injury	Up to EUR 10,000	
SPORTS EQUIPMENT	Up to EUR 700	
TRAVEL CANCELLATION COSTS	Price of travel package – not more than EUR 4,000 per person	

## Insurance cover

### § 35

1. Unless the general insurance agreement provides otherwise, the cover under the insurance of:
  - 1) Medical expenses and immediate assistance, personal accident, travel luggage, third party liability and sports equipment:
    - a) Starts the moment the Insured crosses the border of the Republic of Poland or his or her country of permanent residence during a journey abroad within a travel package, however not earlier than at the beginning of the starting date specified in the travel package contract as the starting day of the travel package; in the case of travel packages with "participant's own transport" the cover starts the number of days before

the actual starting date of the travel package indicated by the Insured, however not earlier than the moment the Insured crosses the border of the Republic of Poland or his or her country of residence, provided that he or she has paid the premium for the period of own transport,

- b) Ends the moment the Insured finishes the return travel from abroad, i.e. the moment he or she crosses the border of the Republic of Poland or his or her country of residence, however not later than at the end of the day specified in the travel package contract as the end date; in the case of travel packages "with participant's own transport" the cover ends the moment the Insured ends his or her return travel from abroad, i.e. the moment he or she crosses the border of the Republic of Poland or his or her country of residence, how-

ever not later than the number of days after the actual end of the travel package indicated by the Insured in the travel package insurance, provided that he or she has paid the premium for the period of own transport;

- 2) Travel cancellation or interruption: starts on the date the travel package is concluded and ends on the date the travel package ends, however not later than on the end date of the travel package specified in the travel package contract.
2. The insurance period is specified in the insurance contract.
3. The insurance period may be extended only before its expiry and it requires the issue of a new insurance certificate.
4. The Insurer's liability covers exclusively insured events occurring during the period of granting insurance cover under a given risk.

### Withdrawal from general insurance agreement

#### § 36

1. The Policyholder is entitled to withdraw from the general insurance agreement within 7 days of the date of its conclusion.
2. The withdrawal from a general insurance agreement as specified in item 1 does not release the Policyholder from the duty to pay the premium for the period of insurance cover granted by the Insurer under the insurance contracts concluded based on such an agreement.
3. The withdrawal from a general insurance agreement must be made in writing, under the pain of nullity.

#### § 37

The termination of a general insurance agreement does not limit the insurance cover granted under the insurance contracts concluded based on such an agreement.

### Premium

#### § 38

1. The insurance premium is calculated on the basis of the Insurer's premium tariff currently in force.
2. The amount of premium is conditioned on the following, without limitation: insurance period, scope of insurance, territorial zone and amounts of sums insured.
3. The premium is determined in EUR.
4. The premium is payable in PLN, in the amount equivalent to the amount expressed in EUR, converted in accordance with the average exchange rate from the table of the National Bank of Poland (NBP) binding on the last day of the month preceding the month of conclusion of the insurance contract.
5. Upon payment of additional premium, the scope of insurance may be extended to risks related to:
  - 1) Performing physical work abroad (code PW);
  - 2) Practising high risk sports (code HRS);
  - 3) Practising professional and record-seeking sport or participating in competitions, races, shows and sports training (code RS);
  - 4) Practising extreme sports (ES code);
  - 5) Consequences of chronic and neoplastic diseases (code CD) both for medical expenses and personal accident insurance, and travel cancellation or interruption insurance;
  - 6) Practising amateur summer and winter sports (AS).

### Premium return

#### § 39

1. The Policyholder is entitled to reimbursement of premium for the unused period of insurance.
2. The premium is reimbursed in PLN, in the amount equivalent to the amount expressed in EUR, converted in accordance with the average exchange rate from the table of the National Bank of Poland (NBP) binding on the last day of the month preceding the month of conclusion of the insurance contract.
3. The premium for the unused insurance period is reimbursed without deducting handling costs.

### Determination and payment of compensations and benefits

#### § 40

1. Where the Insured intentionally or through his or her gross negligence failed to observe any of his or her duties specified in these

T&C, and this influenced the scope of the Insurer's liability or the amount of benefit or compensation payable, the Insurer may refuse to pay such compensation or benefit to the extent such failure to observe the duties led to an increase in damage or the amount of benefit by the Insurer, or made it impossible for the Insurer to determine the circumstances and consequences of the event.

2. The grounds for the claim and the amount of benefit or compensation are determined based on full documentation specified in these T&C or indicated by the Insurer and submitted by the Insured, beneficiary or a third party.
3. Within 7 days of receipt of a notification of the occurrence of an event covered by the insurance the Insurer informs the person who made the notification, in writing or in another form accepted by such a person, of the documents necessary for the purposes of determining the right to and the amount of the benefit or compensation, if necessary in order to continue the procedure. The previous sentence and the provisions of item 2 above do not apply to assistance insurance (providing assistance to persons having difficulties during their travel or while outside the place of residence), if the performance was provided directly after the notification of a fortuitous event covered by the insurance or without carrying out the procedure of determining the state of facts regarding the event, the grounds for claims made and the amount of benefit.
4. The Insurer is obliged to pay out the benefits or compensations payable within 30 days of the date of receiving notification of the event.
5. If it is not possible to clarify the circumstances necessary to determine the Insurer's liability or the amount of benefit or compensation within the time specified in item 3, the Insurer pays out the benefit or compensation within 14 days of the date on which, applying due diligence, it was possible to clarify these circumstances; however, the indisputable part of compensation is paid within the time provided for in item 4.
6. If the Insurer fails to pay the benefit or compensation by the time limits specified above, it is obliged to notify the person who made the claim, in writing, informing him or her of the reasons for failure to satisfy the claim.
7. The benefit or compensation is paid in the territory of the Republic of Poland in PLN, according to the last exchange rate announced by the National Bank of Poland before the date of payment of the benefit or compensation to the Insured or Beneficiary, except for the costs reimbursed directly abroad to the service providers and cash benefits covered by assistance services or medical expenses, as well as benefits or compensations paid out outside the territory of the Republic of Poland under third party liability.
8. If the payment of benefit or compensation is not justified or the justified amount differs from the one stated in the claim, the Insurer notifies the person who made the claim, in writing, indicating the circumstances and legal grounds justifying the total or partial refusal of benefit or compensation payment and instructing him or her on the possibility to enforce claims in court.
9. If the person claiming a benefit or compensation does not agree with the Insurer's decisions regarding the refusal to satisfy claims or the amount of benefit or compensation, he or she can file an appeal with the Insurer, in writing, within 30 days of the receipt of the notification.
10. In the case of the Insured's death after he or she acquired the right to the payment of compensation for events covered by the insurance, the Insurer will pay such a compensation to the beneficiary or to other persons as specified in § 2.42.

### Claims passing on the Insurer

#### § 41

1. As of the date of payment of compensation by the Insurer, the Insured's claims against the third party liable for the damage pass on the Insurer up to the amount of paid compensation.
2. Claims against persons with whom the Insured lives in one household or for whom he or she is responsible, do not pass on the Insurer.
3. In the case of an event, the Insured is obliged to secure the possibility of enforcing claims against persons responsible for the damage.
4. If the Insured waives his or her claims against a person responsible for the damage without the Insurer's consent, or fails to perform the duties referred to in item 3 properly, the Insurer is released from the duty to perform to the extent this made it impossible to enforce

recourse claims against the person responsible for the damage. If this is revealed or happens once the compensation has been paid, the Insured is obliged to return, at the Insurer's request, the part of the compensation from the payment of which the Insurer would have been released in accordance with the rules specified in the previous sentence.

### General exclusions of the Insurer's liability

#### § 42

1. The Insurer is not liable for the damage resulting from the Insured's intentional action, gross negligence or omission.
2. The Insurer is not liable for the damage occurring during a travel abroad if the purpose of such travel was for the Insured to undergo treatment.
3. The Insurer is not liable for events which occurred in the case of:
  - 1) Hostilities, acts of terrorism, martial law, state of emergency or participation of the Insured in riots, commotions, strikes, actions of protest, road blocks and scrimmaging, subject to the cover existing in the case the Insured suffered because of hostilities, acts of terrorism or civil war during his or her travel abroad; the above cover expires after 7 days of the start of war, acts of terrorism or civil war in the territory of the country of the Insured's stay. The Insurer is not liable if the Insured travels to a country in which a war or civil war already lasts, also when the Insured participates actively in the war, acts of terrorism or civil war. The Insurer is also not liable for accidents caused by nuclear, biological or chemical weapons;
  - 2) Participating in bets;
  - 3) The Insured's mental disease, retardation or disturbance and consequences thereof;
  - 4) A fit of convulsions or epilepsy;
  - 5) An accident being a result of the Insured's consumption of alcohol in the amount causing that the blood alcohol content amounted to or led to the level of at least 0.2‰, and breath alcohol content to at least 0.1 mg per 1 dm<sup>3</sup>, consumption of drugs, medicines or other intoxicants, driving a vehicle without the licence required by the law of a given country or the Insured attempting to commit or committing a suicide or an offence;
  - 6) Participation in motor vehicle or motorboat races, driving on roads intended for fast driving, races as well as other drives of motor vehicles aimed at competition, despite the payment of additional premium for practising high risk sports;
  - 7) Accidents suffered by an Insured while participating, as a driver or a passenger of a motor vehicle, in events the aim of which is to achieve the highest possible speed, including exercises or training for such events;
  - 8) A flying accident if the Insured was the pilot or a passenger of non-licensed airlines;
  - 9) The Insured actively serving in the armed forces;
  - 10) Insured's attempt to commit or committing a suicide or self-mutilation.

### Policyholder and Insured's general duties

#### § 43

1. The Policyholder and the Insured are obliged to notify the Insurer of all the circumstances they are aware of which the Insurer asked about in writing before concluding the insurance contract.
2. The Insurer is not liable for the results of circumstances not made known to it contrary to item 1. If the infringement of the provisions of item 1 is due to the Policyholder or Insured's intentional fault, in case of doubt it is understood that an accident covered by the insurance contract and the consequences thereof are a result of the circumstances not made known to the Insurer.
3. The Policyholder is obliged to pay the premium in the amount and on the dates specified in the general insurance agreement.

### Insured's duties and procedure related to medical expenses and assistance insurance, and personal accident insurance

#### § 44

1. The Insured is obliged to prevent, if possible, the damage from increasing and limit the consequences thereof.
2. In the case of the occurrence of an event covered by insurance contract the Insured or a person acting on his or her behalf is obliged to:

- 1) Call the Call Centre to request help immediately before taking any steps on his or her own. The phone number to the Call Centre is available on the certificate confirming the conclusion of the insurance contract; the Call Centre operates seven days a week, 24 hours a day. Information is given in Polish;
- 2) Explain to the Call Centre employee the situation the Insured is in, the kind of help he or she needs, and give the employee the necessary information on the insurance, i.e.:
  - a) Policy number,
  - b) Insured's name and surname,
  - c) Phone number the Call Centre can use to call the Insured or his or her representative;
- 3) Make all the medical information available to Call Centre doctors;
- 4) Observe the recommendations transmitted by the Call Centre, giving it the information required as well as all the necessary powers of attorney;
- 5) Enable the Call Centre to perform actions necessary to determine the circumstances of the occurrence of damage, justification and amount of claim and to provide help and explanations in this respect;
3. Contacting the Call Centre and obtaining a guarantee of payment of medical expenses (both those incurred for hospitalization and treatment in a clinic), as well as the costs of medical transport and corpse transport, is a condition for the Insurer accepting liability.
4. If the Insured fails to fulfil the duties referred to in items 2 and 3 for reasons beyond his or her control and if he or she incurred costs related to medical expenses or immediate assistance at the place of the event, he or she must file a claim with the Insurer in writing within 7 days of his or her return to the Republic of Poland or his or her country of permanent residence. The documentation must be sent to the Insurer's address indicated on the certificate.

Where the duties specified above are infringed due to intentional fault or gross negligence, the Insurer may reduce the benefit proportionally to the extent such an infringement has contributed to an increase in damage or made it impossible to determine the circumstances and consequences of the event.

5. The claim for payment of benefit or compensation under medical expenses and assistance insurance must include:
  - 1) General insurance agreement number indicated on the insurance certificate;
  - 2) Detailed description of the circumstances of the occurrence of damage;
  - 3) Medical certificate describing the type and nature of injuries sustained, including the exact diagnosis and treatment prescribed;
  - 4) All the invoices, bills and hospital certificates which will enable the Insurer to determine the total medical expenses incurred by the Insured.
6. In the case of a personal accident the Insured is obliged to:
  - 1) Obtain medical documentation including a medical diagnosis;
  - 2) Notify the Insurer of the accident within 7 days of the date of return to the Republic of Poland or the country of permanent residence, by delivering:
    - a) Accident report form filled in carefully, focusing in particular on the circumstances of the accident,
    - b) Documents necessary to determine the grounds for and the amount of the benefit, including without limitation medical documentation from the place of accident confirming the circumstances of the accident and the type of injury, and in the case of lack of such a documentation, other evidence confirming that the accident took place during the travel abroad, a document authorising to drive the vehicle and originals of invoices paid.
7. In the case of the Insured's death, the beneficiary mentioned by name is obliged to submit, additionally to the documents specified under item 7, the documents of his or her identity and a copy of death certificate; if there is no such person mentioned by name, a member of the Insured's family applying for the benefit is obliged to submit the documents certifying his or her relationship or affinity to the Insured.
8. The Insured, at the Insurer's request, is obliged to:
  - 1) Undergo medical or diagnostic tests and investigations, with the minimum risk, with the exclusion of genetic tests, for the purposes of determining his or her state of health or the degree of permanent disability, permanent health detriment. The costs of such tests and investigations are borne by the Insurer;

- 2) Make the results of tests and investigations or medical documentation referring to the treatment available, or give his or her consent so that the Insurer can request such data or documents from competent persons or institutions;
- 3) Give the Insurer his or her consent in writing to contact the entities which provided health services to the Insured – so that the Insurer can obtain information to verify the data given by such a person on his or her state of health, determine his or her right to a benefit under the insurance contract and the amount thereof – and release such entities from patient-doctor confidentiality regarding the health services provided.

#### **Insured's duties and procedure in the event of damage under travel luggage or sports equipment insurance**

##### **§ 45**

1. The Insured is obliged to observe the regulations aimed at preventing damage, and especially to follow the rules of proper care of the property.
2. The Insured is entitled to compensation for loss of travel luggage and sports equipment provided that he or she does not recover the travel luggage or sports equipment. If the Insured recovers undamaged travel luggage or sports equipment for which compensation has already been paid out, the Insured is obliged to return the amount of paid compensation and the Insurer only covers the costs necessary with reference to the travel luggage or sports equipment being recovered (however not more than up to the amount of compensation that would have been payable had the luggage not been recovered).
3. In the case of damage the Insured is obliged to:
  - 1) Prevent the increase in the extent of damage;
  - 2) Secure evidence of the occurrence of damage, both in the case of loss or destruction of and damage to the travel luggage or sports equipment;
  - 3) Secure damaged or destroyed items in order to make their inspection by the Insurer's representative possible;
  - 4) Notify the police of any case of burglary, robbery or loss of property covered by insurance immediately, however not later than within 12 hours of the event, and obtain a confirmation of this fact in writing, specifying the lost objects (kind, quantity) and stating their value;
  - 5) Notify the appropriate carrier or the management of hotel, holiday centre, camping etc. of any damage which occurred in a public means of transport or in the place of accommodation, and obtain a confirmation of such a notification in writing, specifying the lost objects (kind, quantity) and stating their value;
  - 6) In the event of total or partial destruction of property due to the occurrence of a fortuitous event or as a consequence of a rescue action, obtain a confirmation of such damage in writing from competent authorities, specifying the lost objects (kind, quantity);  
File a claim for payment of compensation with the Insurer within 7 days of the date of return to the Republic of Poland or the country of permanent residence.  
Where the duties specified above are infringed due to intentional fault or gross negligence, the Insurer may reduce the benefit proportionally to the extent such an infringement has contributed to an increase in damage or made it impossible to determine the circumstances and consequences of the event;
- 7) The notification must include:
  - a) Policy number,
  - b) Detailed description of the circumstances of the occurrence of damage,
  - c) List of objects damaged or lost, specifying their value and year of acquisition,
  - d) Evidence confirming loss, destruction of or damage to travel luggage or sports equipment,
  - e) In the event of damage to or destruction of sports equipment, the bills for its repair, provided that all the repairs must be made in the Republic of Poland, regardless of the place of damage.
- 8) In the case of damage to or destruction of sports equipment the damaged equipment must be kept for inspection by the Insurer if necessary.

#### **Insured's duties and procedure in the event of damage under third party liability insurance**

##### **§ 46**

1. The Insured is obliged to prevent, if possible, the damage from increasing and limit the consequences thereof.
2. If the Insured obtained information on legal steps being taken against him or her, he or she must notify the Insurer thereof, even if he or she has already notified the Insurer of the insured event taking place.
3. Where the Insured does not consent to the Insurer concluding a settlement with the injured or satisfying his or her claims, the Insurer is not liable for any additional costs resulting from it.
4. After each event resulting in the Insured inflicting damage, the Insured is obliged to:
  - 1) Notify the Call Centre immediately, however not later than within 7 days of the date of the event which may result in a claim under third party liability and follow the Call Centre's instructions. Where the duties specified above are infringed due to intentional fault or gross negligence, the Insurer may reduce the benefit proportionally to the extent such an infringement has contributed to an increase in damage or made it impossible to determine the circumstances and consequences of the event;
  - 2) Not to accept or satisfy the injured's claims without the consent of the Call Centre, nor conclude any contract or settlement regarding the injured's claims;
  - 3) Grant a power of attorney to the person appointed by the Call Centre to handle the matter or appeal to a civil court if legal action has been taken against him or her, provided that the Call Centre requests that;
  - 4) Transfer to the Call Centre every summons, statement of claim or any other pleadings delivered to the Insured, immediately upon receipt thereof.

#### **Insured's duties and procedure in the case of necessity of travel cancellation or travel interruption**

##### **§ 47**

1. If it becomes necessary to cancel a travel package, the Insured is obliged to notify the tour operator thereof in writing immediately, however not later than within 48 hours of the event resulting in the need to cancel the travel. Failure to meet this deadline may result in the benefits being limited to the amount which would result from the costs of travel cancellation applied by a given tour operator on the date of the occurrence of event.
2. The Insured is obliged to notify the Insurer in writing of the need to cancel the travel package within 7 days of the date of event specified in § 27.5. Where the duties specified above are infringed due to intentional fault or gross negligence, the Insurer may reduce the benefit proportionally to the extent such an infringement has contributed to an increase in damage or made it impossible to determine the circumstances and consequences of the event.
3. When filing the notification of travel cancellation referred to in item 2, the Insured is obliged to deliver all the documents necessary to determine the grounds for the claim, including without limitation the originals of:
  - 1) Travel package contract and a copy of the travel package conditions in force;
  - 2) Confirmation of payment of the costs of travel package;
  - 3) Declaration on cancellation of the travel package confirmed by the travel agency;
  - 4) Documentation confirming the amount of reimbursement issued by the travel agency on behalf of the tour operator;
  - 5) Medical documentation;
  - 6) Confirmation from the employer on being on sick leave;
  - 7) Any other official documentation related to the Insured being summoned by the state administration bodies.
4. Where it is necessary to interrupt participation in a travel, the Insurer is obliged to notify the Insurer thereof and of the reasons for an early return immediately, however not later than within 48 hours of the event resulting in the travel interruption (and not later than the Insured starting the return journey), and obtain the guarantee of payment for the costs of early return. Where the duties specified above are infringed due to intentional fault or gross negligence, the Insurer may reduce the benefit proportionally to the extent such an infringement has contributed to an increase in damage or made it

impossible to determine the circumstances and consequences of the event.

5. In order to obtain a guarantee of payment of costs of travel interruption the Insured must follow the Call Centre's instructions.

### Insurer's duties

#### § 48

1. The Insurer is obliged to provide the performance in the case of occurrence of an insured event based on the conditions specified in the T&C CONTINENTS.
2. The Insurer is obliged to confirm the conclusion of the insurance contract by issuing a certificate for the Insured.
3. In accordance with the law in force, the Insurer is obliged to keep the data on persons specified in the insurance documentation confidential.

### Complaints

#### § 49

1. In any case an interested party may lodge complaint with the Management Board of the Insurer.
2. The complaint may be lodged directly at the Insurer's registered office or sent in writing to the Insurer's address. The complaint must contain the data enabling to identify the person filing it as well as the subject thereof.
3. Complaints are examined without delay, however not later than within 30 days of the date of receipt by the Insurer. Where it is not possible to examine a complaint within the thirty-day period mentioned above, the Insurer will notify thereof the person who lodged the complaint and examine the complaint at the latest within 14 days of the date on which, applying due diligence, the examination of the complaint has become possible.

4. The person who lodged the complaint is notified of the result of the examination without delay, in writing or in another form agreed with this person.
5. Regardless of the procedure specified above, the Insurance Ombudsman is the body authorised to examine the complaints against the activity of the Insurer.

### Court of jurisdiction

#### § 50

Any claims resulting out of the insurance contract can be sued for either before the court of justice having general jurisdiction, or the court competent for the residence or place of registered office of the Policyholder, the Insured, the Beneficiary or another person entitled to the benefit.

### Final provisions

#### § 51

Any notifications and representations addressed to the Insurer must be delivered in writing against receipt or sent by registered mail, under the pain of nullity.

#### § 52

The provisions of the Polish law, including without limitation the Civil Code and the Insurance Activity Act, apply to the matters not regulated by the present T&C.

#### § 53

These T&C were approved by the Resolution of the Management Board of the Insurer No. 1/25/09/2009 of 25.09.2009 and apply to insurance contracts concluded after 01.10.2009.

Prezes Zarządu  
  
 Maciej Szwarc

Członek Zarządu  
  
 Adam Dwulecki