

**GENERAL TERMS AND CONDITIONS FOR DOMESTIC TRAVEL INSURANCE**

These General Terms and Conditions for Foreign Travel Insurance, hereinafter referred to as the General Terms and Conditions of Insurance, shall apply to insurance contracts concluded between Chartis Europe Spółka Akcyjna Oddział w Polsce, hereinafter referred to as the **Insurance Company**, and individuals, legal entities or business units without legal personality, hereinafter referred to as the **Insurer**, to the benefit of individuals, hereinafter referred to as the **Insured**, for the time of their trip in the territory of the Republic of Poland.

**§ 1 Scope of insurance**

1. The scope of insurance may comprise:

SCOPE OF INSURANCE	INSURANCE SUM PER INSURED PERSON		
	SILVER	GOLD	PLATINUM
<b>Accident Insurance - permanent disability</b>	<b>10 000 PLN</b>	<b>10 000 PLN</b>	<b>10 000 PLN</b>
<b>Accident Insurance - death</b>	<b>10 000 PLN</b>	<b>10 000 PLN</b>	<b>10 000 PLN</b>
<b>ASSISTANCE:</b>			
24-hour Travel Guard call centre service	+	+	+
The Insured's transportation to place of residence the territory of the Republic of Poland	No limit	No limit	No limit
Transportation of mortal remains of the Insured	No limit	No limit	No limit
Extension of the insurance cover in emergency cases	48h	48h	48h
Delivery of urgent information	+	+	+
Transportation of persons accompanying the Insured in a domestic trip in the event of the Insured's death	+	+	+
Transportation of minor children accompanying the Insured in a domestic trip and covering the cost of their stay	+	+	+
Coverage of costs related to the stay and transportation of a person accompanying the Insured in a domestic trip	+	+	+
Transportation and stay of a person called to the Insured or of another person indicated by the Insured	+	+	+
Substitute driver	-	1 500 PLN	1 500 PLN
Coverage of costs of search and rescue in the mountains and at sea	-	20 000 PLN	20 000 PLN
Reimbursement of the costs of a ski lift pass	+	+	+
Benefit in the event of ski run closure	+	+	+
Assistance in the event of the necessary earlier return of the Insured	+	+	+
Assistance in the event of the necessary prolongation of the Insured's trip	+	+	+
Continuation of the Insured's planned trip	+	+	+
<b>Luggage Loss, Theft or Damage Insurance</b>	-	<b>1 000 PLN</b>	<b>1 000 PLN</b>
<b>Private Liability Insurance - personal injuries</b>	<b>40 000 PLN</b>	<b>40 000 PLN</b>	<b>40 000 PLN</b>
<b>Private Liability Insurance - damages to objects</b>	<b>40 000 PLN</b>	<b>40 000 PLN</b>	<b>40 000 PLN</b>
<b>Sports Equipment Insurance</b>	-	<b>1 000 PLN</b>	<b>1 000 PLN</b>
<b>ADDITIONAL RISKS:</b>			
<b>All amateur sports</b>	<b>YES</b>	<b>YES</b>	<b>YES</b>
<b>Extreme sports</b>	<b>NO</b>	<b>NO</b>	<b>YES</b>
<b>Chronic illness</b>	<b>NO</b>	<b>NO</b>	<b>YES</b>

**§ 2 Definitions**

- Tourist agency** – an entrepreneur whose activity consists in an ongoing intermediation in concluding tourist service agreements to the benefit of tour operators holding a valid permit to run their activities on the territory of the Republic of Poland or to the benefit of other service providers established on the territory of the Republic of Poland;
- Act of terror** – any illegal, unlawful, whether individual or group, action conducted with the use of force or violence against people or property, organised to achieve ideological, economic, political or religious goals and intended to give rise to chaos, intimidate people, and disrupt public life;
- Amateur sport** – the Insured's activity conducted for recreational and entertainment purposes;

4. **Travel Guard** – a business unit indicated by the Insurance Company, to which the Insured is obliged to report an insured event;
5. **Chronic disease** – a disease which, in accordance with the current medical knowledge, is characterised by long-lasting, permanent or recurrent symptoms or deviations in additional medical examinations and which was diagnosed, treated or exhibited its symptoms within 24 months preceding the insurance contract signing date;
6. **Family member** – a spouse, children, son-in-law, daughter-in-law, parents, siblings, grandparents, grandchildren, parents-in-law;
7. **Insurance document** – a policy, a Foreign Travel Insurance card, a certificate or another document confirming that the insurance contract has been signed;
8. **Child** – a person supported by his/her parents or a legal guardian, aged less than 18;
9. **Integral franchise** – an amount defined herein, under which the Insurance Company bears no liability;
10. **Reduction franchise** – an amount defined herein by which the Insurance Company reduces each claim;
11. **Hospitalisation** – hospital treatment lasting continuously for at least 24 hours, resulting from a sudden illness or an accident;
12. **Tourist event** – a journey/return and the stay abroad consisting of at least two tourist services forming a single programme and covered with one price, provided that such services comprise accommodation or last for no less than 24 hours or if the programme includes a change of place of stay, or a stay in rented holiday apartments, lodgings or at a hotel, provided that such a tourist event is organised by a tour operator;
13. **Insured's country of residence** – a country in which the Insured has resided for at least one year and where he/she leads the dominant part his/her personal and professional life. The country of residence is not a country in which a given person is staying for educational purposes or to which he/she has been delegated to work;
14. **Doctor** – a person qualified to perform the doctor's profession;
15. **Sudden illness** – a condition arising suddenly and not related to earlier illnesses suffered by the ill person before the commencement of the insurance cover, requiring immediate medical assistance. Sudden illness shall also be construed to comprise a heart attack and a cerebral stroke, provided that the ill person did not suffer from a cardiovascular illness (including hypertension or coronary thrombosis) or diabetes and lipid disorder before the commencement of insurance cover;
16. **Accident** – an accidental event of sudden character, caused by external factors, which has taken place within the Insurance Company's period of liability, and as a result of which the Insured has suffered from, regardless of his/her will and health condition, physical injuries causing permanent damage/disability or death of the Insured;
17. **Insurance period** – a period indicated in the insurance document during which insurance cover is provided;
18. **Tour operator** – an entrepreneur organising a tourist event, registered on the territory of the Republic of Poland;
19. **Person accompanying the Insured** – a person travelling together with the Insured.
20. **Foreign trip** – the time of the Insured's journey/return and the stay outside the Republic of Poland and the Insured's country of residence, inclusive of the provisions of § 6.1 herein.
21. **Tourist broker/agent** – an entrepreneur whose activity consists in performing, at a customer's request, material and legal activities relating to the conclusion of tourist service agreements;
22. **Being under the influence of alcohol** – a condition resulting from the Insured's consuming such a quantity of alcohol that the content thereof is or leads to alcohol concentration in the blood of above 0.2‰ of alcohol or the presence of more than 0.1 mg of alcohol in 1 dm<sup>3</sup> of exhaled air;
23. **Non-manual work** – office work performed by the Insured while staying abroad and the Insured's participation in conferences and theoretical training courses;
24. **Family** – parents/parent, legal guardian(s) travelling with a child/children, including adopted child/children, as well as other adult persons travelling together with a child/children, provided that there is a close relation between the children and the travelling adults;
25. **Insurance premium** – an insurance fee calculated on the basis of a selected insurance variant, the number of days, the number of the insured persons, a geographical zone and additional risks, including discounts and increases, if any;
26. **Aerial sports** – gliding, ballooning, parachuting, hang-gliding, paragliding, motor-gliding and any other variants thereof, as well as any other disciplines connected with movement in the airspace;
27. **High risk sports** – sports practised with a view to experiencing extreme thrills, deemed to include aerial sports, martial arts, self-defence sports, bungee jumping, heliskiing, heliboarding, mountain and rock climbing, speleology, motor sports (except for amateur quad and motor scooter driving), motorboating sports (except for amateur jet ski and motorboat sailing), aerial sports (except for the Insured's parachute being towed by a motorboat or water scooter), as well as participation in expeditions to places characterised by extreme climatic or natural conditions, such as deserts, high mountains (above 5,500m above sea level), the bush, the poles, jungle and glacial or snow terrain requiring protection or safety equipment;
28. **Electronic equipment** – mobile phones, photographic equipment and camcorders, portable computers, equipment used to play or record sound, video games;
29. **Sum insured** – an amount indicated in the insurance contract and constituting the top limit of the Insurance Company's liability for damage occurring during the insurance period;
30. **Personal claim** – a bodily injury, health disorder or death;
31. **Property claim** – damage, loss or deterioration of a property;
32. **Hospital** – an inpatients' medical centre operating in accordance with the law, for ill persons who require medical treatment, operation or diagnosis, providing all-day-round medical care of junior and senior medical personnel. The definition of a hospital shall not cover social care centres, centres for the mentally ill, hospice for cancer patients, centres treating drug, alcohol etc. addictions, sanatoria, rehabilitation and recreational centres;
33. **Insurer** – an individual, a legal entity or a business unit not having legal entity, concluding an insurance contract and obliged to pay a premium;
34. **Insured** – an individual to the benefit of whom an insurance contract has been concluded;
35. **Beneficiary** – a person (or persons), whose name the Insured has indicated in writing, authorised to obtain a benefit in the case of the Insured's death. The Insured may indicate the Beneficiary both on conclusion of the insurance contract, as well as at any time during the insurance contract term. The Insured has the right to change the Beneficiary at any time during the insurance contract term. Such a change shall come into force as of a day following the receipt of such information by the Insurance Company. Should the sum of percentage shares of Beneficiaries not add up to 100, it shall be assumed that the shares of such persons in the benefit due are determined subject to mutual proportions recommended by the Insured. In the case no Beneficiary is specified, the provisions of § 9.6 herein shall apply;

36. **Competitive or professional sports** – regular and intensive training combined with participation in competitions or keep-fit events and camps, as a part of one's membership in sports clubs, unions and organisations, irrespective of whether any income from a given sports discipline is derived or not;
37. **Carrying out work** – taking up by the Insured during his/her foreign trip any actions and activities under an employment contract or in order to earn, including non-profit activities, such as being a volunteer, participating in vocational traineeship and training;
38. **Mental disorder** – an illness classified in the International Classification of Diseases (ICD 10) as a mental or behavioural disorder (F00-F99).
39. **Wild and exotic animals** – animals that traditionally do not live with people at home or any other adequate place as people's pets.

### § 3 Concluding an insurance contract

1. The Insurer is obliged to inform the Insurance Company of any circumstances of which he has knowledge and which have or may have impact on the increasing the probability that an insured event will take place. In the event of making untrue statements or not disclosing relevant facts, the Insurance Company shall not bear any liability unless such statements or facts do not have any impact on emergence of the probability of an insured event or on increasing the probability of an insured event.
2. The conclusion of an insurance contract is confirmed by an insurance document.
3. The insurance document, together with the attachments, if any, and these General Insurance Terms and Conditions shall constitute the insurance contract.
4. The insurance contract shall be deemed to be duly concluded after the premium has been paid.
5. The insurance contract may be signed to the benefit of a third party. In such a case, the Insurer shall inform the Insured about his/her rights and obligations under the insurance contract concluded on his/her behalf.
6. By joining the insurance, the Insured discharges his/her doctors from a doctor-patient privilege and expresses his consent to deliver medical documentation to the Insurance Company's medical consultants and Travel Guard doctors, as well as their foreign representatives.

### § 4 Territorial scope of cover

Insurance cover shall be provided the territory of the Republic of Poland.

### § 5 Types of insurance contracts

1. An insurance contract may be concluded in the form of:
  - 1) An individual insurance contract, in which the Insured is a single individual;
  - 2) A family insurance contract, in which the Insured are members of a family;
  - 3) A group insurance contract, in which the Insured is a group of persons;
2. In case of the insurance contract concluded in the form of a family or group insurance, all persons specified in one insurance contract must be covered under the same variant of insurance and on the same conditions, whilst the sums insured shall refer to each and every of the insured persons separately.

### § 6 Commencement and conclusion of insurance cover

1. Insurance coverage under:
  - 1) Accident Insurance shall commence upon the Insured's departure from home in the territory of the Republic of Poland on departure, however not earlier than on the day indicated as the commencement date of the insurance cover indicated in the insurance document and after the premium payment has been made, which shall be evidenced by the Insured by production of an air ticket, accommodation booking etc, and shall conclude upon the Insured's return home on the territory of the Republic of Poland on return, however not later than at 24:00 on the day indicated in the insurance document as the ending date of the insurance cover;
  - 2) Assistance, Private Life Civil Liability, Luggage Loss, Theft or Damage insurance shall commence upon the Insured's departure from home in the territory of the Republic of Poland on departure, however not earlier than 30 km from place of residence, however not earlier than on the day indicated as the commencement date of the insurance cover indicated in the insurance document and after the premium payment has been made, which shall be evidenced by the Insured by production of an air ticket, accommodation booking etc, and shall conclude upon the Insured's return home on the territory of the Republic of Poland on return, however not later than 30 km from place of residence, however not later than at 24:00 on the day indicated in the insurance document as the ending date of the insurance cover;
  - 3) Accommodation cancellation insurance shall commence on the day of concluding an insurance contract and conclude on the day preceding the last day of the planned stay at the hotel.
2. Liability of the Insurance Company shall always come to an end:
  - 1) Upon the consumption of the sum assured;
  - 2) Upon the expiry of an insurance relationship.

### § 7 Withdrawal from the insurance contract and termination thereof

1. If the insurance contract is concluded for a period of time longer than 6 months, the Insurer shall have the right to withdraw therefrom within 30 days from the date of concluding the contract and if the Insurer is an entrepreneur, within 7 days from the date of concluding the contract.
2. Irrespective of the term of the insurance contract, the Insurer shall have the right to withdraw therefrom at any time before the commencement of the insurance cover.
3. The Insurer shall have the right to terminate the insurance contract with on a one-month notice basis, effective as of the end of a calendar month.
4. The withdrawal from or termination of the insurance contract shall not discharge the Insurer from its obligation to make the payment of the premium for the period during which insurance cover was provided by the Insurance Company.

5. In order to withdraw from or terminate the insurance contract and apply for a premium reimbursement, the Insurer is obliged to provide the Insurance Company with the original insurance document and a letter of withdrawal from the insurance contract or termination thereof. In case of withdrawal from or termination of the contract whose insurance period has commenced, the Insurer is obliged to submit a statement declaring whether, during the Insurance Company's liability period, there has taken place any insured events covered under the contract, on account of which the Insurance Company has paid or will have to pay any benefits.
6. The insurance contract withdrawal date shall be deemed the day on which the Insurance Company receives the letter of withdrawal.
7. In the event of an insurance relationship expiring, the Insurer shall have the right to receive a reimbursement of its insurance premium for a period of unused insurance cover;
8. In the event of withdrawal from the insurance contract, the amount of a reimbursable premium shall be calculated from the day on which the Insurance Company receives the letter of withdrawal.
9. A withdrawal from the insurance contract or termination thereof shall be made in writing in order to be valid.

**§ 8 INSURANCE PREMIUM**

1. The insurance premium shall be calculated on the basis of premium rates applicable on the day of concluding the contract, for a period during which the Insurance Company provides its insurance coverage.
2. Unless agreed otherwise, the Insurer shall make the payment of the insurance premium on the day of concluding the contract.
3. The premium shall be paid as a one-off payment in Polish zlotys.
4. If the premium payment is made in cash, the payment date shall be deemed the day on which cash is paid to an authorised representative of the Insurance Company.
5. If the premium payment is made by a bank transfer, the payment date shall be deemed the day on which an effective transfer is made, i.e. when the indicated account is credited with the required amount, on the transfer date, as confirmed by the transfer document.
6. If the premium payment is made by a postal order, the payment date shall be deemed the day on which a transfer is made at the post office to the relevant Insurance Company's account, as confirmed by the transfer order document.
7. Failure to pay the premium or the first instalment thereof on the date agreed before the date of commencement of insurance cover results in insurance cover not being provided by the Insurance Company.
8. In the event when the payment date for the premium or the first instalment thereof falls after the date of commencement of insurance cover and the premium or the first instalment thereof is not paid on time, the Insurance Company may terminate the contract forthwith and request the payment of the premium due for the period of its liability. If the contract is not terminated, it shall expire as of the end of the period to which such an unpaid premium refers.
9. Payment of the insurance premium in the amount lower than that specified in the contract shall result in the Insurance Company being discharged from liability, and such a premium shall be deemed not to have been paid on time.

**§ 9 Benefits**

1. The burden of proof relating to the occurrence of an insured event covered by the Insurance Company and demonstrating the entitlement to receive a benefit shall lie with the person applying for such a benefit.
2. The Insurance Company shall not be held liable if the Insured caused any loss intentionally or as a result of gross negligence, unless the payment of a benefit is equitable in the specific circumstances.
3. Legitimacy of the claim and benefit shall be determined on the basis of full documentation, defined herein, to be submitted by the Insured or a person acting on his/her behalf. The Insurance Company reserves the right to verify the documents submitted.
4. At the Insurance Company's request, the Insured or a person acting on his/her behalf, shall present other documents that the Insurance Company finds necessary to confirm whether the claims are legitimate and to determine the amount of the benefit.
5. Providing by the Insured untrue statements about the circumstances or consequences of the insured event or if his/her failure to provide explanations may result in his/her losing the entitlement to make use of the services or in a refusal of a benefit payment.
6. The right to receive the benefit payable in the event of the Insured's death shall be granted, upon the production of the Insured's death certificate as well as other documents required by the Insurance Company, to the person indicated by the Insured in writing, i.e. the Beneficiary. If the Beneficiary has not been indicated, is no longer alive on the day of the Insured's death or has lost the right to the benefit, the benefit shall be payable to the Insured's family members in the following order:
  - 1) spouse,
  - 2) children in equal parts (if there is no spouse);
  - 3) parents in equal parts (if there are no spouse and children);
  - 4) brothers and sisters in equal parts (if there are no spouse, children and parents);
  - 5) further statutory heirs (if there are no spouse, children, parents and siblings).
7. The Insurance Company shall make the payment of the benefit up to the amount of the sum insured under individual insurance.
8. Benefits payable to the Insured or an authorised person shall be effected in Polish zlotys as an equivalent of amounts in other currencies, converted into zlotys at a foreign exchange rate published by the National Bank of Poland in its foreign exchange rate tables applicable on the day preceding the day on which a decision to pay the benefit or a part thereof has been made (except for benefits payable under accident insurance). The amount of the benefit shall not exceed the sum insured defined in the insurance contract. The benefit shall be transferred to a bank account indicated by the Insured.
9. The Insurance Company is obliged to effect the payment of the benefit within 30 days from being notified of an insured event.
10. If it is not possible to clarify the circumstances required to determine the liability or the amount of the benefit within 30 days, the benefit shall be payable within 14 days from the day on which, with due diligence, it has become possible to clarify such circumstances. However, the Insurance Company shall pay any part of the benefit that is undisputable under the documents submitted within the time limit referred to in item 9. above.
11. Assistance services guaranteed hereunder may be delayed as a result of strikes, riots, social unrest, acts of terror, civil war or international war, radioactive or ionising radiation, act of God or Force Majeure.
12. The Foreign Travel Insurance shall not cover any compensation for harm, pain, and physical or moral suffering of the Insured.

**§ 10 Recourse Claims**

1. As of the benefit payment date, the Insurance Company shall take over any claims against a third party responsible for damage up to the amount of compensation paid by the Insurance Company. If the Insurance Company has covered only a part of the loss, the Insurer (Insured) shall have the priority in satisfying his/her claims over the Insurance Company's claims in relation to the remaining part of the loss (subject to Private Liability insurance as defined by these General Terms and Conditions).
2. If the Insurer (Insured) resigns or has resigned from the right to make any claims against a third party or the right to secure claims, without the consent of the Insurance Company, the Insurance Company shall be discharged from its obligation to make the payment of the benefit and the Insurer shall not be entitled to a reimbursement of his/her premium.
3. Claims shall not be taken over by the Insurance Company if a person causing the damage is a member of the Insurer's (Insured's) household, unless a perpetrator causes such damage intentionally.
4. The Insured is obliged to provide the Insurance Company with all information and documents, and to enable to conduct the activities required to make efficient recourse claims.

**ACCIDENT INSURANCE**

**§ 11 Subject matter and scope of accident insurance**

1. Accident insurance shall cover the Insured's health and life.
2. The insurance cover shall apply to consequences of accidents occurring during the term of the insurance contract.
3. The Insurance Company guarantees the payment of the following benefits:
  - 1) Permanent disability benefit – payable as a percentage of the sum insured defined in the insurance document, on the basis of “Table for percentage assessment of permanent or prolonged bodily injury”, constituting an annex to the Ordinance of the Minister of Labour and Social Policy dated 18 December 2002, on detailed principles of determining permanent or long-term bodily injury, the procedure for assessment of such injury and the procedure for payment of one-off compensation (Journal of Laws 02.234.1974); with the exception of the Section O “Occupational Diseases”;
  - 2) Accidental death benefit in the event of the Insured's death within 12 months from the date of the accident. The benefit shall be payable at 100% of the sum insured under accident insurance indicated in the insurance document.

**§ 12 Determining the benefits under accident insurance**

1. The amount of benefit under accident insurance shall be determined after the confirmation that there is a causative relation between the accident and permanent disability/bodily injury or death.
2. The degree (percentage) of permanent disability/injury to health shall be determined immediately after the completion of treatment, taking into account the recommended rehabilitation treatment, however no later than within 24 months from the date of the accident.
3. Permanent bodily injury shall be determined by a certified doctor or doctors specified by the Insurance Company, subject to the following provisions:
  - 1) The percentage of permanent injury to health is determined on the basis of the “Percentage assessment of permanent or prolonged bodily injury” applicable on the date of concluding the insurance contract.
  - 2) On the basis of the determined degree (percentage) of permanent bodily injury, the Insured is entitled to a benefit payable as a percentage of the sum insured under the permanent bodily injury insurance equalling the degree (percentage) to which the Insured was actually injured, however not exceeding the amount defined in the insurance contract;
  - 3) A certificate issued by a doctor confirming the Insured's permanent bodily injury as a result of an accident may be verified by the Insurance Company's medical consultant as to its compliance with procedures of determination of injury to health.
3. When determining the percentage of permanent disability/bodily injury, the Insurance Company shall not take into account the type of work or activities performed by the Insured.
4. The combined degree (percentage) of permanent disability/bodily injury shall equal the sum of percentages determined for individual types of permanent disability/bodily injury suffered by the Insured, on the condition that the combined degree may not exceed 100%.
5. In the event the Insured relinquishes further post-accident treatment explicitly recommended by doctors, the degree (percentage) of permanent bodily injury shall be determined for the health condition which, to the knowledge of a doctor making such a recommendation, would result from such recommended treatment.
6. In the event of a loss of or injury to an organ or system whose functions were already impaired before the accident, the percentage of permanent disability/bodily injury shall be determined as the difference between a condition after the accident and a condition existing directly prior to the accident.
7. In the event the Insured dies as a result of the accident before the expiry of 12 months from the date of the accident, the Insurance Company shall pay to the Beneficiary a one-off benefit equal to the full sum insured in the event of death as defined in the insurance document, provided that no benefit on account of permanent disability/bodily injury was paid earlier. However, if the permanent disability/bodily injury benefit was already paid, the death benefit shall be reduced by the amount previously paid.
8. In the event the Insured dies for reasons not related to the accident and the degree (percentage) of permanent disability/bodily injury was not determined earlier, the likely degree (percentage) of permanent bodily injury shall be determined by doctors specified by the Insurance Company, in accordance with their medical knowledge, on the basis of the medical documentation collected.
9. In the event the Insured dies after his/her permanent disability/bodily injury resulting from the accident was determined, but no benefit due to permanent disability/bodily injury was paid, the Beneficiary shall receive only the death benefit.
10. In the event of the Insured's death after the expiry of 12 months from the date of the accident, the causative link between the accident and the Insured's death shall not be accepted.

**§ 13 Sum insured under accident insurance**

1. Sum insured under accident insurance in the event of permanent disability/bodily injury stipulated in the insurance document shall be the sum per capita.
2. The Insurance Company's liability shall not exceed the amount of the sum insured.

3. Sum insured shall be the sum per one incident, which means that any amount of benefit paid in connection with the same incident to the Insured's benefit shall decrease the sum insured.

**§ 14 Exclusion of liability under accident insurance**

1. In addition to the exclusions stated in §29 herein, the insurance cover shall not apply to the consequences of accidents resulting from:
  - 1) Intentional self-mutilation or injury at one's own request or a suicide attempt and consequences of the Insured's suicide, irrespective of the Insured's sanity;
  - 2) The Insured's undergoing treatment or medical operations, except for those that were related to the treatment of consequences of an accident and were recommended by a doctor;
  - 3) Unorthodox operations or treatment, not recognised scientifically or medically;
  - 4) Poisoning with solid or liquid substances which entered the Insured's organism through respiratory tract, digestive tract or skin;
  - 5) An occupational disease and other illnesses, even those appearing abruptly or manifesting themselves after the accident has taken place;
  - 6) Pregnancy and delivery disruptions;
  - 7) All somatic illnesses (e.g. heart attack, cerebral stroke, cerebral haemorrhage);
  - 8) Chronic illnesses;
  - 9) Mental disorders or disorders of consciousness, inclusive of alcoholism or events related, either directly or indirectly, to the Insured's being under the influence of alcohol, taking drugs, intoxicants, psychotropic substances or medicines not prescribed by a doctor or prescribed by a doctor, but not taken as recommended;
  - 10) A pathological fracture, i.e. a fracture resulting from prior pathological bone conditions or subperiosteal fracture (the so-called bone rupture);

**§ 15 Procedure for incidents under accident insurance**

1. In the event of occurrence of an incident covered by the Insurance Company, the Insured or other persons acting on the Insured's behalf shall follow the provisions of this section.
2. In the event of an incident covered by the Insurance Company, the Insured shall, as far as possible, prevent the escalation of loss and limit the consequences thereof, as well as shall remain obliged to:
  - 1) Immediately submit himself/herself to medical care and to take up actions to mitigate the consequences of an accident by following the doctor's recommendations;
  - 2) Secure, at the place of the accident, the documents required to determine the legitimacy of the claim and the amount of the benefit, as well as the description of medical treatment, including the medical examination results (a doctor's diagnosis), justifying the necessity of providing immediate assistance, as well as other documents related to the accident which has taken place (e.g. a police memorandum describing the circumstances of a traffic accident, an industrial safety report in case of an industrial accident);
  - 3) Submit to the Insurance Company in writing loss notification together with the comprehensive documentation of the accident within 7 days from the date of return to the territory of the Republic of Poland or to the Insured's country of residence, however no later than within 45 days from the date of the accident. The loss notification shall contain:
    - a) The insurance document number;
    - b) A detailed description of the circumstances of loss (the date, place, description of the loss and the actions taken by the Insured after the incident);
    - c) Medical documentation confirming the occurrence of the incident and injuries resulting therefrom;
  - 4) Undergo medical examination to the extent determined by the Insurance Company, to be conducted by doctors specified by the Insurance Company, in order to determine condition of the Insured's health or his/her bodily injury. The costs of such examination shall be borne by the Insurance Company.
3. The Insurance Company shall investigate claims on the condition of receiving the Insured's authorisation, which shall be made in writing to be valid, to consult doctors conducting the treatment and other persons or offices in matters related to the accident to such an extent as is related to loss adjustment procedure, with the exception of death or coma.
4. In the event of the Insured's death, the persons entitled to the benefit, on production of a death certificate and possibly other documents required by the Insurance Company, shall be determined in accordance with § 9.6 herein.

**ASSISTANCE**

**§ 16 Subject and scope of Assistance**

2. The insurance shall cover costs of services connected with providing aid during the trip i.e. assistance services.
3. Assistance Insurance shall comprise the following services:
  - 1) **24-hour Travel Guard call centre service**  
 The Insured may obtain round-the-clock assistance. Travel Guard on the basis of information obtained from the Insured shall organise assistance in each and every situation covered by the insurance.
  - 2) **The Insured's transportation to place of residence the territory of the Republic of Poland**  
 The Insurance Company shall ensure the organisation and cover costs of transportation of the Insured to a health care unit or a place of residence on the territory of the Republic of Poland, if the Insured's condition shall require this, and the previously planned means of transportation cannot be used. The Insured shall be transported by the means of transportation suited to his/her health condition. It is Travel Guard that makes a decision whether such transportation is necessary and feasible. Travel Guard also selects, with the approval of the leading doctor, the destination to which the Insured is transported. The Insured's transportation shall be covered up to the amount corresponding to the cost of organising such transportation by Travel Guard within the territory of the Republic of Poland.

In the event of arranging transportation independently by the Insured's family members or a third party, the Insurance Company may reimburse the incurred costs, however, only up to the amount that Travel Guard would incur when arranging the Insured's transportation.

**3) Transportation of mortal remains of the Insured**

If the Insured dies during a domestic trip as a result of a fatal accident or a sudden illness, the Insurance Company, with the approval of the Insured's family, shall take care of all the formalities and cover the costs of:

- a) Transportation of mortal remains of the Insured to the place of burial on the territory of the Republic of Poland. The cost of transportation of mortal remains shall be covered up to the amount corresponding to the cost of organising such transportation by Travel Guard.
- b) Purchase of a transportation coffin up to the equivalent of PLN 4.000.

The manner and means of transportation of mortal remains shall be chosen by Travel Guard.

In the event of arranging transportation independently by the Insured's family members or a third party, the Insurance Company shall reimburse the incurred costs, however, only up to the amount that Travel Guard would incur when arranging the Insured's mortal remains transportation.

**4) Extension of the insurance cover in emergency cases**

The insurance period may be extended without the need to make payment of an additional premium by not more than 48 hours in the event that the Insured's return is delayed because of acts of God beyond the Insured's control, such as:

- a) Breakdown of a means transportation (land, water or air);
- b) Acts of God: fire, hurricane, flood, torrential rain, hail;
- c) Avalanche, being struck with direct lightning, earthquake, land sinking or sliding, explosion or a crash of aircraft;
- d) Rescue operation conducted in connection with acts of God specified in item b) above;
- e) Cancellation or delay of a public means of transportation because of adverse weather conditions;
- f) Accident of a ground, aquatic or aerial means of transport.

In a situation in which there appears the risk that a domestic trip may be prolonged, the Insured is obliged to contact Travel Guard immediately. The Insurance Company shall pay a benefit during the extended insurance period in emergency cases provided that the Insured presents evidence for the occurrence of the above events. In case of the breakdown of a means of transport, such evidence shall include a car repair or towing bill or a written confirmation of such a breakdown by the carrier.

**5) Delivery of urgent information**

In case of an unexpected event occurring, being beyond the control of the Insured and causing a delay or change in the course of the Insured's trip, Travel Guard, at the Insured's request, shall provide the necessary information to the indicated person or institution.

**6) Transportation of persons accompanying the Insured in a domestic trip in the event of the Insured's death**

In the event the Insured dies as a result of a fatal accident or sudden illness during a trip, Travel Guard shall arrange and cover the costs of transportation to the place of residence of the Republic of Poland of his/her family members insured with the Insurance Company who accompanied the Insured on the day of his/her death. The Insurance Company shall cover the costs of transportation of the Insured's family members by train or bus, at Travel Guard discretion. Travel Guard provided that the originally planned means of transportation cannot be used.

The costs of transportation of the insured family members accompanying the Insured shall be covered up to an amount corresponding to the costs of arrangement of such transportation to place of residence of the territory of the Republic of Poland by Travel Guard.

**7) Transportation of minor children accompanying the Insured in a domestic trip and covering the cost of their stay**

In case of the Insured's hospitalisation or death, if these events were a result of a fatal accident or sudden illness, Travel Guard shall arrange and cover the costs of accommodation, meals and transportation of a minor child (children) travelling together with the Insured, provided that the child has been exclusively in the Insured's charge during the trip. The Insurance Company shall cover expenses borne for accommodation and meals of a minor child (children) for up to 7 days, with a daily limit of PLN 500. The Insurance Company shall cover the costs of transportation of the Insured's minor children by train or bus, at the discretion of Travel Guard. During the transportation, the children shall remain in the charge of the Insurance Company's representative.

The costs of the transportation of the Insured's minor child (children) shall be covered up to an amount corresponding to the cost of arranging such transportation to the place of residence of the territory of the Republic of Poland by Travel Guard.

**8) Coverage of costs related to the stay and transportation of a person accompanying the Insured in a domestic trip**

- a) If, as a result of a sudden illness or an accident, the Insured has to be hospitalised, Travel Guard shall arrange and cover the costs of accommodation, meals and return transportation for one person accompanying the Insured, provided that the presence of such a person is necessary and recommended in writing by the doctor in charge of the Insured's treatment. The accompanying person shall be transported from the hospitalisation place of the Insured to the place of residence of the accompanying person on the territory of the Republic of Poland.
- b) In the event of the Insured's death as a result of a sudden illness or a fatal accident, Travel Guard shall arrange and cover the costs of accommodation, meals and return transportation for one person remaining with the Insured's corpse and accompanying it during the transportation. The person accompanying the Insured's corpse shall be transported to the place of burial or to a relevant institution on the territory of the Republic of Poland or the Insured's country of residence. The choice of such a destination place shall be made at the discretion of Travel Guard.

Costs borne shall be reimbursed for the maximum of 7 days, with a daily limit of PLN 400. The Insurance Company shall cover the costs of the person's transportation by train or bus, at Travel Guard discretion. The transportation costs shall be reimbursed up to an amount corresponding to the costs of arrangement of such transportation by Travel Guard.

**9) Transportation and stay of a person called to the Insured or of another person indicated by the Insured**

In the event that the Insured is hospitalised for a period of time exceeding 7 days and is not accompanied during his trip by an adult person, or if the Insured's life is at risk, as confirmed by the written opinion of a leading doctor, Travel Guard shall arrange, and cover the costs of, the stay and transportation to the Insured's hospitalisation place, including a return to the place of residence, of one person called by the Insured to accompany him/her, such a person living on the territory of the Republic of Poland. The Insurance Company shall cover the costs of transportation by train or bus, at Travel Guard discretion. The costs of transportation shall be covered up to an amount corresponding to costs of arranging such transportation by Travel Guard. The

costs incurred in connection with the stay of a person called to accompany the Insured shall be reimbursed for the maximum of 7 days, with the daily limit of PLN 400.

**10) Substitute driver**

In the event when, as a result of a sudden illness or an accident, the Insured's health condition, as confirmed in writing by a doctor treating the Insured, does not allow him to drive a car (which he/she used earlier during the trip) during the Insured's return to the place of residence of the territory of the Republic, and the Insured is not accompanied by any other person holding a valid driving licence, Travel Guard shall arrange, and cover costs related to, a substitute driver. Such costs shall be covered up to PLN 1.000. The persons and the vehicle shall be transported to the place of the residence of the territory of the Republic of Poland. In the event that the number of persons travelling back, including the substitute driver, exceeds the number of car registered seats, the Insurance Company shall not cover the additional transportation costs.

**11) Coverage of costs of search and rescue in the mountains and at sea**

Travel Guard shall cover the costs of search and rescue of the Insured in the mountains and at sea up to the equivalent of PLN 20.000. The search and rescue shall be carried out by specialised mountain or sea rescue services. The search service shall be provided from the moment of notifying particular services of the Insured's being lost until the Insured has been found, or until the search operation is abandoned. The rescue service shall be provided from the moment of finding the Insured until he/she is conveyed to the relevant medical services, and consists in providing first aid by specialised services. The Insurance Company shall not cover any costs in case of a supposed risk of kidnapping.

**12) Reimbursement of the costs of a ski lift pass**

The insurance cover the costs of a ski pass entitling its holder to make use of ski lifts and to participate in the activities of a skiing or snowboarding school. The Insurance Company shall reimburse the costs of a ski lift pass in the event when its holder is not able to make use of the ski pass due to his/her state of health resulting from a sudden illness or an accident covered by insurance as defined herein. The Insurance Company shall reimburse the costs of an unused ski pass for the period corresponding to the number of full days during which time its holder was not able to make use of it, however in the amount not exceeding PLN 500 per person.

**13) Benefit in the event of ski run closure**

In the event of closure of all marked ski runs, situated in the skiing area in the vicinity of the Insured's place of stay (50 km radius), because of adverse weather conditions prevailing during the period of insurance cover, as a result of which the Insured was prevented from practising skiing or snowboarding, the Insurance Company shall pay a benefit in the amount of PLN 80 per person per each day of closure of ski runs, however, in the amount not exceeding PLN 400 per person, provided that the closure occurred in the period from 15 December to 15 February and not earlier than on the Insured's departure day, during the term of the insurance contract.

**16) Assistance in the event of the necessary earlier return of the Insured**

If the Insured is forced to make an unexpected earlier than scheduled return to the place of residence of the territory of the Republic of Poland, and the originally planned means of transportation cannot be used, Travel Guard shall arrange, and cover the costs of, the Insured's transportation by train or bus, at Travel Guard discretion. Such a service shall only be provided in the event of:

- a) A sudden illness connected with hospitalisation or death of the Insured's family member;
- b) Occurrence of serious acts of God at the Insured's place of residence (i.e. fire, apartment flooding or burglary), adequately documented and requiring taking legal and administrative actions, during which the presence of the Insured is necessary.

The need of the Insured's earlier return must be documented and approved in advance by Travel Guard. Transportation costs shall be covered up to an amount corresponding to the cost of arranging such transportation by Travel Guard.

**17) Assistance in the event of the necessary prolongation of the Insured's trip**

If the state of health of the Insured does not demand hospitalisation, the originally scheduled period of the trip has elapsed and Travel Guard is not in a position to effect his/her transportation due to the reasons beyond his/her control, Travel Guard shall arrange, and cover the cost of, accommodation and meals for the Insured. The costs incurred in connection with the stay of a person called to accompany the Insured shall be reimbursed for the maximum period of 3 days, with the daily limit of PLN 400.

**18) Continuation of the Insured's planned trip**

If the state of health of the Insured, after completion of the treatment connected with a sudden illness or an accident, allows him/her to continue the trip, Travel Guard, at the Insured's request, shall arrange, and cover the costs of, the transportation of the Insured, together with the insured members of the Insured's family accompanying him/her, from the place of his/her hospitalisation to a subsequent stage of an interrupted trip, to enable the Insured its continuation.

**§ 17 Exclusions of liability under the medical treatment costs and assistance insurance**

1. In addition to the exclusions stated in § 29 herein, the Insurance Company shall not be liable for medical treatment and assistance costs:

- 1) if, for health reasons, there had been medical contraindications against the Insured's making a foreign trip or if, before the Insured's departure abroad, there had been recommendations for him/her to undergo a surgery or hospital treatment;
- 2) exceeding the amounts required for the Insured to make sufficient recovery allowing him/her to return or to be transported to his/her place of residence or a health care unit on the territory of the Republic of Poland or the Insured's country of residence;
- 3) resulting from illnesses or consequences of accidents that occurred outside the insurance period;
- 4) related to sanatorium treatment, therapies at recreational centres or addiction treatment centres, physiotherapy, heliotherapy, aesthetic operations, plastic surgery and beauty treatments;
- 5) not resulting from a sudden illness or an accident;
- 6) not required to diagnose or to treat an illness, related to a medical checkup or preventive vaccination;
- 7) resulting from one's failure to comply with the recommendations of a leading doctor or doctors of Travel Guard;
- 8) arising from chronic diseases;
- 9) related to abortion, unless such abortion has been conducted to save the Insured's life or health and is allowed by the law of a country where it has been carried out;
- 10) related to artificial insemination or infertility treatment, as well as to the purchase of contraceptives;
- 11) resulting from operations or treatment by unconventional methods;

12) resulting from the Insured's health deterioration as a result of a chronic disease becoming more acute.

**§ 18 Procedure for incidents under the Assistance**

1. In the event of an incident covered by the Insurance Company, the Insured or other persons acting on the Insured's behalf shall follow the provisions of this section.
2. In the event of an incident covered by the Insurance Company, the Insured shall, as far as possible, prevent the escalation of loss and limit the consequences thereof.
3. Moreover, the Insured or a person acting on the Insured's behalf, shall, prior to taking up any actions on his/her own, contact Travel Guard by telephone, no later than within 24 hours from the occurrence of the incident covered by the Insurance Company.
4. When contacting Travel Guard, the Insured or a person acting on the Insured's behalf shall:
  - 1) state the insurance document number and the Insured's name;
  - 2) provide to an Travel Guard consultant an accurate description of the Insured's current situation;
  - 3) define what assistance is needed;
  - 4) provide a telephone number at which Travel Guard may contact the Insured or a person acting on the Insured's behalf;
  - 5) provide Travel Guard doctors with access to all medical information.
5. The Insurance Company shall investigate claims provided that:
  - a) the Insured or a person acting on the Insured's behalf complies with the Travel Guard recommendations while providing all the indispensable information and authorisation;
  - b) Travel Guard is allowed to perform activities required to determine the circumstances of the loss and claim, to confirm whether the claims are legitimate and to determine the amount of the benefit, as well as provided that the Insured or a person acting on the Insured's behalf provides all necessary assistance and explanations.
6. The Insurance Company shall investigate claims on the condition of receiving the Insured's authorisation, which shall be made in writing to be valid, to consult doctors conducting the treatment and other persons or offices in matters related to the accident to such an extent as is related to loss adjustment procedure, with the exception of death or coma.
7. At Travel Guard request, the Insured or a person acting on the Insured's behalf shall produce the insurance document and the premium payment confirmation and, in case of family or group insurance, the register of persons covered with a given insurance contract, as well.
8. In the event that the Insured or a person acting on the Insured's behalf does not contact Travel Guard in advance to obtain a guarantee that the costs will be covered or reimbursed, for reasons beyond his/her control, which shall be adequately evidenced, he/she shall notify Travel Guard of the incurred costs immediately after cessation of such reasons, however no later than within 7 days from the date when such reasons cease.
9. In the event that the Insured or a person acting on the Insured's behalf, for reasons beyond his/her control, which shall be adequately evidenced, did not fulfil the obligation referred to in item 3 above and borne the expenses, or has obtained Travel Guard approval to have the costs incurred reimbursed after his/her return to the territory of the Republic of Poland or the Insured's country of residence, he/she shall declare in writing readiness to take advantage of guarantees defined in the insurance contract within 7 days from the date of return to the territory of the Republic of Poland or to the Insured's country of residence, however not later than within 45 days from the accident date. The notification of a claim for the payment of benefit under the medical treatment costs and assistance insurance shall contain:
  - 1) the insurance document number;
  - 2) a detailed description of the incident circumstances;
  - 3) a medical certificate describing the type and nature of injuries, including an exact diagnosis and the recommended treatment;
  - 4) the original bills and payment certificates, documents confirming the reasons and scope of medical aid provided or related to other costs under insurance, hospital certificates, which will allow the Insurance Company to determine the total treatment costs borne by the Insured.

**PRIVATE LIABILITY INSURANCE**

**§ 19 Subject matter and scope of private liability insurance**

1. The insurance shall cover the Insured's civil liability for damage caused to persons and property as a result of civil wrong (tort liability) against third parties on the territory of the Republic of Poland, in connection to the performance of private life activities.
2. The Insurance Company's liability shall cover damage caused by the Insured, as well by the persons and animals the Insured is liable for, if, under the laws of a country where he/she is staying, the Insured is obliged to redress such damage.

**§ 20 Sum insured under private liability insurance**

1. The sum insured under private liability insurance against damage caused to persons and property shall constitute the upper limit of the Insurance Company's liability.
2. The sum insured shall be determined individually per each insured person and shall be at all times decreased by the damages paid.
3. Under the sum insured, the Insurance Company shall:
  - 1) Verify whether the claims against the Insured are warranted;
  - 2) Pay the damages which the Insured is obliged to pay to the aggrieved person on account of the damage caused covered by the insurance contract, on the basis of an agreement concluded or approved by the Insurance Company, a recognition issued or approved by the Insurance Company or a legally valid verdict;
  - 3) Cover the costs of a defence counsel hired to represent the Insured's welfare during the trial.

**§ 21 Exclusions of liability under private liability insurance**

3. In addition to the exclusions stated in § 29 herein, the Insurance Company shall not be liable for the damage:
  1. Resulting from contractual liability (failure to perform or inadequate performance of a contract or agreement);
  2. Caused by the Insured to his/her family members and caused to animals in the charge of the Insured;
  - 3) Caused deliberately by members of the Insured's household;
  - 4) Resulting from owning wild and exotic animals remaining in the charge of the Insured during a foreign trip;

- 5) Resulting from the loss of or damage to property belonging to the Insured or the property of another person, used by the Insured on the basis of a rental, lease, loan, custody or similar agreement (save for a room rented in a hotel or in a guesthouse);
  - 6) Resulting from ordinary use of an object or due to such object's technical wear and tear;
  - 7) Comprising lost profits;
  - 8) Damage to property, such as means of payment, files, documents, plans, archives, stamp and numismatic collections, IT files, irrespective of the type of carrier, and works of art;
  - 9) Resulting from activities not related to the Insured's private life, irrespective of whether an additional premium has been paid;
  - 10) Relating to the violation of copyrights, patents, trade marks and registered names;
  - 11) Resulting from disease transmission;
  - 12) Caused by motor vehicles, vessels, machines or machinery driven by the Insured;
  - 13) To the natural environment;
  - 14) Arising from the Insured's possession and utilisation of any type of weapon, even for self-defence;
  - 15) Resulting from hunting of animals;
  - 16) Resulting from doing aerial sports;
  - 17) Caused by the Insured under the influence of alcohol or events connected, either directly or indirectly, with the Insured's being under the influence of alcohol, drugs, intoxicants, psychotropic substances or medicines not prescribed by a doctor or prescribed by a doctor, but not taken as recommended;
  - 18) Whose value does not exceed PLN 300.
2. The insurance cover shall not apply to damages awarded under criminal law, i.e. all financial penalties (mandatory fines), court fines, administrative penalties and taxes.

## § 22 Procedure for incidents under civil liability insurance

1. In the event of an incident covered by the Insurance Company, the Insured or other persons acting on the Insured's behalf shall, as far as possible, prevent the escalation of loss and limit the consequences thereof
2. Additionally, the Insured or a person acting on the Insured's behalf shall, prior to taking up any actions of his/her own, contact Travel Guard by telephone, no later than within 7 days from the date of the incident which may result in the Insured's liability, and present the circumstances of the incident, as well as collect, secure and provide the Insurance Company with the evidence necessary to determine the circumstances of the incident.
3. In case of each incident covered with the civil liability insurance contract, the Insured shall enable the Insurance Company to perform activities necessary to define the circumstances in which the loss arose, as well as the legitimacy of a claim and the amount thereof.
4. If the aggrieved person vindicates a claim against the Insured, the Insured shall without delay notify The Insurance Company thereof.
5. In case the Insured obtains information that preparatory proceedings have been instigated or legal action has been taken against him/her, the Insured shall:
  - 1) Without delay, however no later than within 2 days, inform the Insurance Company about such a fact (even if the insured incident has been already reported by him/her);
  - 2) Provide the Insurance Company with the necessary authorisation to conduct compensative cases, including the warrant of attorney, if the aggrieved person has taken legal action against the Insured. The above shall not discharge the Insured from his/her obligation to lodge an objection prior to the relevant time limit, or to take up necessary measures of appeal;
  - 3) Immediately present to the Insurance Company any summons, lawsuit, extrajudicial documentation and court documents addressed to the Insured or served on him/her;
  - 4) Present to the Insurance Company the original documents substantiating the occurrence of the incident.
7. In the event a claim is vindicated, the Insured or a person acting on the Insured's behalf shall not be entitled to take up any actions with a view to accepting and satisfying such a claim or nor shall they attempt to make a settlement with the aggrieved person without the Insurance Company's consent. In the event of a breach of the above provision the Insurance Company shall be discharged from its obligation to pay the benefit, unless, on account of the circumstances of the case, the Insured could not have acted differently.

## LUGGAGE LOSS, THEFT OR DAMAGE INSURANCE

### § 23 Subject matter and scope of luggage loss, theft or damage insurance

1. The insurance shall cover the Insured's luggage, inclusive of its contents such as personal belongings and clothes belonging to the Insured during his/her domestic trip, as well as electronic equipment against, which is covered robbery, provided that the Insured carries it with himself/herself
2. The insurance cover shall apply to luggage which is in direct charge of the Insured or if the Insured:
  - 1) Entrusts luggage to a professional carrier for transportation on the basis of a relevant transportation document;
  - 2) Deposits luggage at the left luggage office against a receipt;
  - 3) Leaves luggage in a room occupied by the Insured at the place of accommodation locked with a mechanical or electronic lock (save for a tent);
  - 4) Leaves luggage in a separate locked luggage room at the railway station or bus station or at the airport;
  - 5) Places luggage in the locked luggage locker or a mechanically or electronically locked boot of a car kept at an attended car park and the luggage loss is confirmed with a relevant document;
  - 6) Places luggage in a mechanically or electronically locked vessel or car trailer (caravan) cabin kept at an attended site.
3. The Insurance Company shall pay to the Insured a compensation for the loss, or damage (whether partial or complete) of luggage in case of:
  - 1) An Act of God, such as a fire, hurricane, flood, torrential rain, hail, avalanche, being struck with direct lightning, earthquake, land sinking or sliding, explosion or a crash of aircraft, and water leakage out the plumbing installation;
  - 2) Rescue operation carried out in relation to acts of God referred to in item 1) above;
  - 3) A ground, aquatic or aerial traffic accident in which the Insured has taken part;

- 4) A substantiated burglary occurring in the rooms specified in item 2 above or a robbery;
- 5) An accident or sudden illness reported to Travel Guard and confirmed by a doctor's diagnosis, as a result of which the Insured was not in a position to exercise care of and to secure his/her luggage;
- 6) Loss of luggage, if the luggage was in the charge of a professional carrier, on the basis of a carriage document, or was left at the left luggage office against a receipt;
- 7) Damage (whether partial or complete) to suitcases, rucksacks, bags, briefcases, parcels and similar containers solely if such damage is the result of a substantiated theft of a part or of the whole contents thereof.

**§ 24 Sum insured under luggage loss, theft or damage insurance**

1. The sum insured under luggage insurance indicated in the insurance document shall be the sum per each insured person.
2. The sum insured shall constitute the upper limit of the Insurance Company's liability, save for the cases of robbery of electronic equipment, when the upper limit of the Insurance Company's liability shall be 50% of the sum insured under luggage insurance indicated in the insurance document.
3. The sum insured shall be the sum per all incidents, which means that each benefit paid to the Insured shall decrease the sum insured.

**§ 25 Exclusions of liability under luggage loss, theft or damage insurance**

1. In addition to the exclusions stated in § 29 herein, the scope of luggage insurance shall also not cover the loss, or damage (whether partial or complete):
  - 1) Caused by the Insured, the members of the Insured's family or persons the Insured is liable for;
  - 2) Done to objects left unattended, subject to the provisions of § 24.1 herein;
  - 3) Resulting from confiscation, forfeiture or damage to luggage by the customs authorities or other public authorities;
  - 4) Not reported to the police or to the carrier within 24 hours from the date of discovering the loss covered by the insurance contract, except for the events referred to in § 24.3.5) herein, as a result of which the Insured was prevented from doing so;
  - 5) Whose value does not exceed PLN 100;
2. Additionally, the insurance shall not cover any damage (whether partial or complete):
  - 1) Resulting from defects of the insured object occurring due to ordinary wear and tear or damage (whether partial or complete) to the insured object as an effect of its use;
  - 2) Caused by animals or vermin;
  - 3) Resulting from spontaneous combustion, decay, leak of liquids, fats, dyes or caustic substances deposited in the luggage;
  - 4) To fragile objects, especially those made of clay, glass, porcelain or marble;
  - 5) Caused to electrical or electronic apparatus and equipment as a result of defects thereof or the operation of electric current during their use, unless the operation of electric current caused the fire of the luggage;
3. The insurance shall not cover to the following objects:
  - 1) Means of payment (payment cards, money etc.), travel tickets, vouchers, savings vouchers and coupons, securities and keys, as well as any documents;
  - 2) Jewellery, things made of precious metals and stones, watches, works of art, antiques, numismatic and other collections, documents and manuscripts, things of scientific and artistic value, trophies and musical instruments;
  - 3) Means of transport, except for prams and wheelchairs;
  - 4) Sports and tourist equipment, excluding tents, sleeping bags, foam mattresses, mattresses, and sailing equipment, such as dinghies, water pedal boats, boats etc;
  - 5) Medical equipment, medical apparatus, rehabilitation equipment, prosthesis, any type of glasses, contact lenses, and medicines.

**§ 26 Procedure for incidents under luggage insurance**

1. The Insured shall comply with the regulations for counteracting damage and, in particular, shall exercise due diligence in guarding the property.
2. In the event of an incident covered by the Insurance Company's liability, the Insured or other persons acting on the Insured's behalf shall follow the provisions of this section.
3. In the event of an incident covered by the Insurance Company's liability, the Insured shall:
  - 1) Prevent, as far as possible, the escalation of damage and limit the consequences thereof;
  - 2) Notify the police of each case of burglary, robbery or loss of objects covered by the insurance and obtain a written confirmation thereof (a protocol), itemising the lost objects (their type, quantity) and the value thereof;
  - 3) Notify the relevant carrier or the management of the hotel, holiday house, camping site etc. of any damage occurring in the public means of transport or at the place of accommodation and obtain a written confirmation of such damage from a person or company responsible for luggage storing or liable for its damaging, itemising the lost objects (their type, quantity) and the value thereof;
  - 4) Immediately contact Travel Guard by telephone, however no later than within 12 hours from the date of the occurrence of damage, save for the cases in which the damage could not have been reported within such a period due to acts of God or Force Majeure (appropriately evidenced by the Insured), and present the circumstances of the event;
  - 5) Collect, secure and provide the Insurance Company with evidence for the circumstances of the event;
  - 6) Secure, until the case is closed, the damaged (whether partly or completely) objects so as to allow for their inspection by Travel Guard, the police etc.;
  - 7) No later than within 7 days from the date of return to the territory of the Republic of Poland or to the Insured's country of residence, however no later than within 45 days from the date of occurrence of the damage, submit to Travel Guard a claim notification, which shall contain:
    - a) The insurance document number;
    - b) A detailed description of the circumstances of the loss (the date, place, description of the loss and actions taken by the Insured after the incident occurred);
    - c) A list of damaged or lost objects, drawn up by the Insured and confirmed by competent authorities or by the person or company responsible for luggage storing or carriage;
    - d) Documentation confirming the loss or damage (whether partial or complete) to luggage;

- e) Medical documentation confirming the loss of luggage as a result of events referred to in § 26.3.5);
- f) A confirmation of submitting notification to the competent authorities;
- g) The original luggage tickets or receipts;
- h) The original bills for the repair of damaged luggage and proofs of their payment;
- i) Documents confirming the purchase or ownership of luggage (receipts and other documents required by the Insurance Company).

**§ 27 Determination of compensation under luggage insurance**

1. The compensation shall be paid in the part which is not covered by the professional carrier liable for the damage to luggage, its loss or delay.
2. The compensation may neither exceed the actual loss nor cover the damage caused earlier, including the extent of ordinary wear and tear.
3. In the event of luggage loss or damage, the compensation shall be determined at repair costs or the actual value of an object, taking into account the extent of its ordinary actual wear and tear. The value of objects shall be determined on the basis of original receipts of purchase or the value of new objects of identical functional features on the date of the incident.
4. In determining the extent of the loss, the following shall not be taken into consideration:
  - 1) Scientific, collector's, antique or commemorative value of objects;
  - 2) Costs borne to disinfect the remains of the loss.

**§ 28 Recovery of stolen or lost objects**

1. In the event of recovering stolen or lost objects:
  - 1) The Insured shall immediately notify this fact to the Insurance Company;
  - 2) If the benefit has not been paid yet, the Insured shall collect the recovered objects, on doing which the Insurance Company shall pay the compensation for the damaged or missing luggage, if any, in accordance with the provisions herein;
  - 3) If the compensation has already been paid, the Insured shall return the amount thereof to the Insurance Company or transfer the tenure or ownership rights to the recovered objects to the Insurance Company.

**§ 29 General exclusions of liability**

1. This section deals with exclusions of the Insurance Company's liability relating to all risks covered by the insurance contract.
2. The Insurance Company shall not be liable for incidents:
  - 1) resulting from illnesses or consequences of Incidents that have occurred outside the insurance period
  - 2) resulting from the Insured's objection to undergo vaccination or other preventive treatment necessary prior to departing to countries where such treatment is required;
  - 3) occurring outside the territory of the Republic of Poland;
  - 4) arising from mental disorders or diseases, neurosis, depression, even if they are consequences of an accident;
  - 5) arising from sexually transmitted diseases, AIDS and HIV infection;
  - 6) resulting during the Insured's being under the influence of alcohol, drugs, intoxicants, psychotropic substances or medicines not prescribed by a doctor or prescribed by a doctor, but not taken as recommended;
  - 7) caused deliberately by the Insured, self-mutilation, attempted suicide and consequences of suicide, irrespective of the Insured's sanity;
  - 8) resulting from diseases and Incidents caused by epidemics or contamination, or any type of radioactive or ionising radiation;
  - 9) resulting from incidents directly related to social riots and unrest, disturbances, strike, sabotage and coups;
  - 10) resulting from events directly related to local and international war activities and acts of terror, during active participation in any events occurring in the areas engulfed by local and international war actions and acts of terror;
  - 11) resulting from the Insured's participation in fights, or resulting from incidents caused by the Insured's committing or attempting to commit a crime;
  - 12) resulting from the Insured's movement in restricted access areas;
  - 13) resulting from actions against the local law and local authorities' bans;
  - 14) resulting from the Insured's practising sports in unauthorised places;
  - 15) resulting from practising high risk sports, if no additional premium to extend the cover with the aforementioned risk was paid;
  - 16) related to aviation accidents, unless the Insured person was a passenger of licensed airlines;
  - 17) resulting from the failure to respect the commonly accepted safety rules, if they contributed to a loss
  - 18) resulting from the Insured's driving a vehicle without a valid necessary driving licence or the Insured's driving a vehicle under the influence of alcohol, drugs, toxicants, psychotropic substances;
  - 19) arising from the Insured's participation in competitions as a driver, a driver's assistant or a passenger of any motor vehicle, including any types of test or trial drives;
  - 20) caused by the Insured intentionally or as a result of his/her gross negligence, self-mutilation, suicide attempt and consequences of suicide, irrespective of the Insured's sanity;
  - 21) arising from accidents occurring during the performance of stuntman's duties;
  - 22) arising from participation in any manoeuvres carried out under the supervision of the military authorities;
  - 23) resulting from performing professional duties, if no additional premium to extend the cover with the aforementioned risk was paid;
  - 24) resulting from practising competitive or professional sports.
  - 25) resulting from being on any official government or police database of suspected or actual terrorists, members of terrorist organisations, drug traffickers or illegal suppliers of nuclear, chemical or biological weapons.

**§ 30 Final provisions**

1. Any and all notices and representations addressed to the Insurance Company to be valid shall be submitted in writing against receipt confirmation or sent by registered mail. Applications shall be investigated within 30 days from the date of receipt thereof by the Insurance Company.
2. All correspondence and contacts with the Insurance Company shall be conducted in the Polish language. Medical documentation may be submitted in the English language. The Insurance Company may demand that documents be translated from a foreign language into Polish, in which case the document shall be translated into Polish by a sworn translator.
3. In the event that the Insurer or the Insured changes its address and fails to notify the Insurance Company thereof, any correspondence sent to the last known address of the Insurer or the Insured shall be deemed to have been delivered as if the Insurer or the Insured did not change the address.
4. The insurance contract may be complemented with additional provisions or regulations, different from these General Terms And Conditions For Foreign Travel Insurance. Such amendments to be valid shall be made in writing.
5. In matters not provided for herein, the provisions of the Polish law, including the Civil Code, the Act On Insurance Activity and other applicable regulations of the Polish law, shall apply.
6. In the event that the Insurer, the Insured or a person authorised to make claims does not concur with The Insurance Company's decisions concerning a refusal to satisfy the claim, or submits any other complaints or appeals, such persons may apply to the Insurance Company to re-examine a particular case.
7. Moreover, in the event that the Insurer, the Insured or a person authorised to make claims does not concur with the Insurance Company's decisions concerning a refusal to satisfy the claim, a complaint or an appeal may be filed with the Insurance Ombudsman.
8. Any and all disputes arising from the insurance contract shall be examined by a competent court having jurisdiction over the place of residence or over the registered office of the Insurer, the Insured, the Beneficiary or the person entitled under the insurance contract.
9. In the event of an incident covered by the insurance contract, the Insured shall be provided assistance in accordance with the national regulations of a country where such assistance shall be provided or in accordance with international regulations.

These General Terms and Conditions for Foreign Travel Insurance, approved on 30<sup>th</sup> September 2009 by the General Manager of Chartis Europe S.A. Oddział w Polsce, having its registered office in Warsaw, and taking effect on 1<sup>st</sup> October 2009, shall apply to any and all insurance contracts concluded on or after the above date.