

## GENERAL INSURANCE TERMS AND CONDITIONS (OW) – WARTA TRAVEL PLUS

Translation from the Polish language – the Polish original shall prevail. Every effort has been made to ensure that the translation be accurate, but no legal responsibility is accepted for any errors or omissions or misleading statements, however caused, in either original or translated text.

### CONSOLIDATED TEXT providing for amendments made with Annex No. 1 and 2

Information on the provisions of the general insurance terms and conditions, referred to in  
Art. 17 of the Act on insurance and re-insurance activity of 11 September 2015

TYPE OF INFORMATION	NUMBER OF TEXT IN OW
Reasons for disbursement of damages and other allowances	Article 1.2 – 7,
Restrictions and exclusions from the Insurer's liability entitling to refuse disbursement of damages or other benefits or reduction thereof	Article 6, Article 7.2-5, Article 12, Article 17, Article 18.2-5, Article 23, Article 24.2-4, Article 29, Article 30.3-4, Article 35, Article 36.3-6, Article 41.3-4, Clause No. 1 Article 4, Article 5.2-3

#### CHAPTER I – PRELIMINARY PROVISIONS

##### Who and what can be insured?

###### Article 1

1. Pursuant to these General Terms and Conditions of Insurance (hereinafter referred to as OWU) to the extent specified in the insurance contract, we insure natural persons and provide with insurance coverage in travel, in one of the selected geographical zones:
  - 1) **Zone 1** – the territories of European countries and the territories of countries located in the Mediterranean basin, such as: Cyprus, Egypt, Israel, Tunisia, Turkey, and the Canary Islands, excluding the territory of the Republic of Poland and the country of residence of the Insured
  - 2) **Zone 2** – the territory of the entire world, excluding the territory of the Republic of Poland and the country of residence of the Insured.
  - 3) **Zone 3** – the territory of the Republic of Poland.
2. Unless otherwise agreed, the insurance contract under Zone 1 and Zone 2 is concluded with basic coverage (P), and subject to an additional premium – with additional coverage (D), as specified in the table below:

Object of insurance	Insurance coverage
1) Cost of medical treatment	P
a) sudden illness	
b) accidents	
2) Assistance Standard	P
a) emergency medical assistance	
b) transport of the Insured	
c) early return of the Insured	
d) legal assistance	
e) recovery and re-direction of luggage	
f) assistance in recovering lost documents	
g) search and rescue	D
3) Assistance Super	
a) return of the Insured's close friends or relatives	
b) extending the coverage by 48 hours	
c) travel continuation	
d) care underage children	
e) substitute driver	
f) visit by a close person	
g) provision of indispensable personal belongings	

h) preventive search and rescue	D
i) financial assistance	
j) accommodation for the duration of convalescence	
k) translator / interpreter	
l) costs of flight cancellation / delay	D
4) Consequences of personal accidents	
b) death of the Insured	
b) permanent bodily injury	D
5) Third party liability	
6) Travel luggage (including sports equipment) and delay in luggage delivery	D
7) Continuation of post-accident medical treatment in Poland	D
8) SKIPLUS	D

3. Depending on the selected insurance coverage for Zone 1 or Zone 2, the insurance contract, after paying the additional premium, may be extended:
  - 1) in respect of costs of medical treatment with the risks associated with:
    - a) amateur practising of sports.
    - b) professional practising of sports.
    - c) practising extreme sports,
    - d) performance of work abroad,
    - e) hostilities or martial law,
    - f) effects of chronic diseases.
  - 2) in respect of assistance standard insurance, assistance super insurance with the risks associated with:
    - a) amateur practising of sports.
    - b) professional practising of sports.
    - c) by practicing extreme sports,
    - d) performance of work abroad,
    - e) effects of chronic diseases,
  - 3) in respect of insurance contracts covering consequences of personal accidents with the risks associated with:
    - a) amateur practising of sports.
    - b) professional practising of sports.
    - c) by practicing extreme sports,
    - d) performance of work abroad,
    - e) hostilities or martial law,
    - f) consequences of personal accidents resulting from tropical diseases,
  - 4) in respect of third party liability insurance with the risk associated with amateur practising of sports,
  - 5) in respect of luggage insurance with the risks associated with:
    - a) amateur practising of sports.
    - b) professional practising of sports.
    - c) by practicing extreme sports,
    - d) hostilities or martial law,
  - 6) in respect of continuation of post-accident medical treatment in Poland with the risks associated with:
    - a) amateur practising of sports.

- b) professional practising of sports.
  - c) by practicing extreme sports,
  - d) performance of work abroad,
  - e) hostilities or martial law,
- 7) in respect of SKI PLUS insurance with the risk associated with effects of chronic diseases.
4. Unless otherwise agreed, the insurance contract under Zone 3 is concluded with basic coverage (P), and subject to an additional premium – with additional coverage (D), as specified in the table below:

Object of insurance	Insurance coverage
1) Consequences of personal accidents	P
b) death of the Insured	
b) permanent bodily injury	
c) costs of treatment of consequences of personal accidents	D
2) Third party liability	D
3) Travel luggage (including sports equipment) and delay in luggage delivery	D
4) SKIPLUS	D

5. Depending on the selected insurance coverage for Zone 3, the insurance contract, after paying the additional premium, may be extended:
- 1) in respect of insurance contracts covering consequences of personal accidents with the risks associated with:
    - a) amateur practising of sports.
    - b) professional practising of sports.
    - c) by practicing extreme sports,
  - 2) in respect of third party liability with the risks associated with amateur practising of sports,
  - 3) in respect of travel luggage with the risks associated with:
    - a) amateur practising of sports.
    - b) professional practising of sports.
    - c) by practicing extreme sports,
6. The contract concluded with the extension of the risk covering the professional sports practising causes automatic insurance coverage of the risk covering amateur sports practising without the need to pay an additional premium.
7. The contract concluded with the extension of the risk covering extreme sports practising causes automatic insurance coverage of the risk covering amateur sports practising and professional sports practising without the need to pay an additional premium.
8. Insurance contracts may be concluded directly by the Insured person, or indirectly on his/her own account by a third party (Insuring Party).
9. The contract is concluded with Towarzystwo Ubezpieczeń i Reasekuracji "WARTA" Spółka Akcyjna hereinafter referred to as WARTA).

#### What do the terms mean?

##### Article 2

1. **Amateur sports practising** – recreational downhill, cross-country, water skiing, snowboarding, windsurfing, snowmobiling and jet skiing, on marked trails, ski routes, in designated waters, inland sailing and sea sailing.
2. **COK** – CUSTOMER SERVICE CENTRE, an organizational unit, dealing – on behalf of WARTA – with receiving loss reports, organizing assistance services specified in these GTC and handling loss adjustment process.
3. **Chronic disease** – long lasting diseases, diagnosed or treated (permanently or periodically), within 24 months before the conclusion of the Insurance contract,
4. **Foreigner** – a natural person staying on the territory of the Republic of Poland:
  - 1) not having Polish citizenship,
  - 2) or having Polish citizenship, but living outside the territory of the Republic of Poland.
5. **Hostilities** – when the territory of a country, in whole or in part, is subject to military activities resulting from a military conflict of the country with other countries, or a civil war.
6. **Travel package** – all types of trips and sojourns away from the territory of the Republic of Poland, lasting over 24 hours, organised by a travel agency, workplace establishment, schools, foundations, associations, sports clubs in the form of: trips, summer camps, camps for children and youth, package holidays, incentive travel packages, as well as sojourns in sanatoriums and guest houses, sojourns in cottages, accommodation or holiday apartments rented by an institutional organiser.
7. **Burglary (breaking and entering)** – an action of illegal seizure of the insured objects for appropriation, after removal of the existing security, using physical force or tools.
8. **Country of residence** – the country of which the Insured is a citizen.
9. **Place of residence** the address of residence of the Insured in the territory of Poland, designated in the insurance contract.
10. **Sudden illness** – a sudden medical condition that occurred after crossing the border of the Republic of Poland, threatening the life or health of the Insured, requiring immediate medical assistance, resulting in a need for medical treatment before completion of the trip;
11. **Consequences of chronic diseases** – Consequences of chronic diseases – intensification of a chronic disease occurring in a sudden way after crossing the border of the Republic of Poland, requiring immediate medical assistance, and resulting in a need for medical treatment before completion of the trip.
12. **Personal accident** – a sudden event caused by external circumstances, in the consequence of which the Insured, independent of his/her will, suffered a permanent injury, health disorder or died.
13. **Insurance Period** – the duration period of the WARTA liability, specified in the insurance contract.
14. **Close friend or relative** – a member of the Insured's immediate family, i.e. spouse/cohabitant, child, stepchild, adopted child and foster child, parent, sibling, parents-in-law, grandparents, son-in-law, daughter-in-law, sister-in-law, brother-in-law, nephew, niece, nephew, niece.
15. **Accessories** – auxiliary equipment related to a sports discipline that the Insured is going to practise during his or her travel, such as ski bindings, skeg, aquadrive, harness lines.
16. **Domestic trip** – stay of the Insured on the territory of the Republic of Poland; the trip begins when the insured leaves the place of residence and it ends when the insured returns to this place, without leaving the territory of the Republic of Poland.
17. **Foreign trip** – stay of the Insured outside the Republic of Poland or the country of residence. The foreign trip begins when the Insured crosses the border of the Republic of Poland or the country of his/her residence, and the trip ends when the Insured crosses the border while returning to Poland or the country of residence.
18. **Prostheses** – any artificial replacement (instrument, device) of a missing part of the body or organ.
19. **Professional carrier** – an enterprise holding licences required enabling the payable transport of persons.
20. **Robbery** – effects resulting from robbery, i.e. illegal seizure of insured objects using physical violence or threat of its immediate use, or rendering a natural person unconscious or vulnerable.
21. **Extreme sport** sports – high risk sports – airborne, water, land ones, which are practised in order to achieve maximum sensations, including such sports as: in particular: mountain and rock climbing, speleology, motorsports and motorboat sports, motocross, hunting, martial arts and defensive sports, mountain biking, skiing outside marked ski runs, ski

jumping, diving with the use of specialized equipment or freediving, canyoning, rafting, ocean-going sailing, ballooning, bungee, BASE surfing, katesurfing, paragliding, parachuting, gliding, car rallies.

Extreme sports shall also be regarded as the participation in expeditions or excursions to places characterised by extreme weather or natural conditions, e.g. mountains higher than 5,500 m above sea level, glacial areas (with the exception of signposted pistes), jungle, bush.

22. **Permanent bodily injury** – permanent defect of structure and function of an organ or a system, causing a permanent malfunction.
23. **State of emergency** – an increased military readiness introduced by decision of the national authorities in the whole country or a part thereof, resulting from a threat of military conflict, social unrest, riots, catastrophes, epidemics.
24. **Personal injury** – damage resulting in death, bodily injury or health disorder.
25. **Material loss** – damage occurring as damage to, destruction or loss of property.
26. **Policy Holder** – a natural person, a legal person or an organisational entity without legal personality, entering into an insurance contract.
27. **Family insurance** – a contract concluded on account of minimum two persons indicated in the insurance contract, and all of them are relatives.
28. **Group insurance** – a contract concluded on account of a group of minimum 6 persons.
29. **Insured** – a natural person, including foreigners, with a place of residence in the territory of the Republic of Poland:
  - 1) going outside the territory of the Republic of Poland or outside the country of residence in the case of a foreign trip,
  - 2) travelling on the territory of the Republic of Poland in the case of domestic trip.
30. **Eligible Person** – a person authorised in writing by the Insured to receive benefit due in the event of the death of the Insured. If the Eligible Person is not appointed, the benefit shall be paid to the person nearest to the deceased in the following order:
  - 1) spouse,
  - 2) children – in the absence of the spouse (in equal parts),
  - 3) parents – in the absence of the spouse and children (in equal parts),
  - 4) other eligible persons after inheritance proceedings.
31. **Assistance services** – services provided to the Insured by COK in connection with events specified herein.
32. **Replacement value** – the value equivalent to the costs of repair or if repair is impossible, the costs of purchase of a NWW item – the same or similar, of the same (or similar) brand, type and class.
33. **Competitive practising of sports** – practising of sports in sections or clubs entailing regular participation in training camps, sporting events (excluding professional practising of sports).
34. **Performance of work** – activities taken up by the Insured in the form of employment, wage earning, apprenticeships, voluntary work. Performance of work shall be understood as performance of all works increasing the risk of damage, in particular, the following activities:
  - 1) construction works, renovation and construction works, carpentry, work in: transport (including drivers), mining, metallurgy, power industry at high voltage equipment, the oil industry, property protection, explosives materials, mountain rescue services, agriculture, gastronomy,
  - 2) apprenticeship in workshop, factory, gastronomy, on construction sites,
  - 3) nursing and care work.
  - 4) work at heights,
  - 5) works with the use of the following dangerous tools: mechanical saws, pneumatic hammers, mechanical saws and grinders, machine tools, boring machines, axes, pickaxes, chainsaws, impact drills, cranes or work machines, road machines,
  - 6) work with paints, varnishes, liquid fuels or solvents, technical gases or flue gases, hot technical oils or technical fluids,
  - 7) work on floating or flying vessels, including during vocational training or apprenticeships.
35. **Professional sport practising** – practising of sports disciplines for monetary gain within sports sections or clubs with simultaneous participation in sports competitions or trainings.
36. **Fortuitous event** – any event resulting from operation of natural forces, independent of the will of the Insured, i.e. fire, hurricane, flood, torrential rain, hail, avalanche, strike of lightning, earthquake, earth collapse or slide, explosion, aircraft fall.

## CHAPTER II. MEDICAL TREATMENT COSTS

### Subject of insurance or what WARTA insures and what it is liable for Article 3

The insurance covers any required and documented medical treatment costs of the Insured who during a foreign trip had to undergo immediate medical treatment in the country of event as a result of sudden illness or an accident which occurred during the insurance period.

### What are the duties of WARTA when damage occurs? Article 4

We make payments or we reimburse costs – up to the insured amounts specified in the insurance contract, covering:

- 1) hospitalisation and hospital treatment,
- 2) doctor's visits,
- 3) tests, surgeries and operations recommended by the doctor,
- 4) dental treatment in the event of a sudden illness in the form of acute inflammation and pain and in the case when the need to start treatment results from an accident covered by WARTA's liability,
- 5) purchase of prescribed medication and dressing, auxiliary orthopaedic devices, such as: stabilizers, crutches and walking sticks, sling, rails, corsets, collars, stabilizing belts,
- 6) repair/purchase of eyeglasses/contact lenses or repair of prostheses provided that:
  - a) such repair/purchase was indispensable for the correct functioning of the Insured during the planned foreign trip,
  - and
  - b) the damage was related to an accident referred to in Art. 2.12,

### Sum insured – what is our maximum liability? Article 5

1. The sum insured for costs of medical treatment is agreed with the Policy Holder and constitutes the upper limit of WARTA's liability, subject to paragraph 2.
2. Sum insured:
  - 1) For the cost of dental treatment in case of a sudden illness in the form of acute inflammation and pain amounts to PLN 1,000,
  - 2) For the costs of treatment related to pregnancy and childbirth amounts to PLN 5,000,
  - 3) For the costs of repair / purchase of eyeglasses/contact lenses and repair of prostheses amounts to PLN 2,000,
3. The sum insured for medical costs refers to each incident – a sudden illness or an accident covered by insurance and occurred during the insurance period subject to paragraph 4.
4. The sum insured for:
  - 1) dental treatment,
  - 2) costs of treatment related to pregnancy and childbirth,
  - 3) costs of repair / purchase of eyeglasses/contact lenses and repair of prostheses
 refers to one and all events covered with the insurance and that occur during the insurance period.
5. The sum insured specified in the insurance contract covers each Insured separately.
6. The sums insured are translated into the currency in which the benefit will be provided at the mean exchange rate set by the President of the National Bank of Poland (NBP) for convertible currencies, prevailing on the day of the event.

## What is WARTA not liable for?

### Article 6

- We shall not be liable for costs resulting from:
  - 1) medical contraindications to go on a foreign trip for health reasons,
  - 2) indications before the trip to perform a medical operation or undergo treatment,
  - 3) treatment exceeding the scope necessary to restore the health condition sufficient for the Insured to return to his/her place of residence or country of residence,
  - 4) treatment in the Insured's country of residence,
  - 5) childbirth and the related treatment and medical care of the mother or the child if the childbirth took place after 32nd week of pregnancy,
  - 6) artificial insemination or treatment of infertility,
  - 7) artificial miscarriage – with the exception of ectopic pregnancy,
  - 8) bodily injury and health disorder, resulting from treatment or medical procedures irrespective of who performed them,
  - 9) wilful actions by the Insured,
  - 10) treatment of chronic diseases,
  - 11) treatment of illnesses resulting from contracting HIV virus and sexually transmitted diseases irrespective of the method it may have been contracted,
  - 12) plastic surgery,
  - 13) preventive and prosthetic dental treatment,
  - 14) treatment by the Insured or treatment by a doctor who is a close friend or relative to the Insured,
  - 15) epileptic seizure,
  - 16) mental disorder of the Insured,
  - 17) events resulting from consumption of alcohol, use of drugs or other intoxicants by the Insured,
  - 18) driving by the insured of any means of transportation without the licence required in the specific country unless that had no impact in the damage,
  - 19) participation in riots, civil commotion, fights and all types of public disorder (with the exception of the necessary self-defence),
  - 20) events related to professional practising of sports,
  - 21) acting contrary to the local law and orders of local authorities,
  - 22) attempted or committed crime or suicide by the Insured,
  - 23) preventive treatment, e.g. immunisation, preventive and periodic check-ups and acupuncture, chiropractic treatment, cryotherapy, physiotherapy,
  - 24) trips by the Insured to areas banned to enter, e.g. tourist routes, downhill skiing routes, bodies of water etc.
  - 25) treatment and sojourn in sanatoriums and spas and special nourishment centres, even if recommended by the doctor,
- Further, WARTA shall not be liable for costs incurred as a result of events related to:
  - 1) amateur practising of sports.
  - 2) professional practising of sports.
  - 3) by practicing extreme sports,
  - 4) performance of work abroad,
  - 5) hostilities or martial law,
  - 6) effects of chronic diseases,unless the insurance contract is extended by those risks.

## What should the Insured do in the case of damage?

### Article 7

- In the case of damage, the Insured shall be obliged to:
  - 1) immediately try to seek medical assistance as far as possible using public medical services or immediately notify COK to seek adequate medical assistance,
  - 2) obtain medical documentation with the diagnosis justifying the need to seek immediate medical assistance or hospitalisation,
  - 3) collect evidence related to sudden illness or accident to justify claims,
  - 4) upon instructions of WARTA, undergo medical examination by a doctor designated by WARTA or clinical observation.
  - 5) if costs are covered by the Insured, the damage shall be immediately reported to COK to the telephone number designated in the insurance document, latest within 7 days from return from the trip, or after disappearance of the reasons preventing earlier notification of the damage,
  - 6) follow the instructions provided by a COK employee, submitting medical documentation related to the event and confirming the claims are justified,
- If as a result of wilful actions or gross negligence, the Insured failed to report the damage within the period specified in paragraph 1.5, WARTA may reduce the compensation accordingly if such failure resulted in increased damage or prevented WARTA from determining the circumstances and consequences of the accident or the sudden illness.
- If the other duties referred to in Art. 7.1 are not complied with, WARTA may refuse to pay compensation or reduce the compensation accordingly provided such failure affected the determination of the circumstances of the event, liability of WARTA, or the determination of the extent of the damage.
- WARTA may request the Insured or his/her statutory representative to provide written consent to WARTA to request the entities that provided medical assistance to the Insured, in order to obtain information to verify the details of his/her health condition provided by the Insured
- WARTA may refuse to pay compensation or reduce the compensation if the Insured or his/her statutory representative or the entities that provided the Insured with medical assistance, referred to in Art. 7.4, refuse to provide their respective consent, if the above affected the confirmation of the existence or scope of its liability.

## How is the amount of compensation determined and how is the compensation paid?

### Article 8

- Determination of the grounds of claims – or determination if the compensation is due and the amount of the compensation – is made on the basis of documentation submitted by the Insured; however, WARTA is entitled to verify the documentation and obtain specialist opinions.
- The following documents are required to confirm the reported claims:
  - 1) evidence confirming the need for immediate medical treatment resulting from sudden illness or an accident,
  - 2) invoices, payment evidence for the medical assistance provided and purchased medicines and dressings, identifying the treated person.
  - 3) medical documentation from earlier treatment in the territory of the Republic of Poland.
- The obligations resulting from contracts insuring medical treatment costs shall be executed directly by WARTA to the bank account of the medical institution that provided assistance to the Insured, subject to Art. 8.4. and 8.5.
- If the costs of treatment are covered by the Insured / Policyholder on their own, the expenses will be refunded directly to a PLN bank account in the Republic of Poland designated by the Insured / Policyholder in the amount of incurred costs, but not more than the sum insured for medical costs indicated in the Insurance contract.
- When costs have been incurred by the organiser of the travel package in which the Insured participated, the expenses may be refunded to the organiser that will have priority in satisfying its claims. Such solution applies to general insurance contracts.
- Costs and expenses related to treatment that is subject to insurance coverage, incurred in foreign currencies, shall be converted at the mean exchange rate set by the President of National Bank of Poland for convertible currencies, prevailing on the day the compensation is ascertained.

## CHAPTER III. ASSISTANCE SERVICES

### Subject of insurance or what WARTA insures and what it is liable for

#### Article 9

The insurance covers assistance services provided in connection with events that occur in the insurance period during a foreign trip – consisting in the organisation and coverage of costs of benefits provided to the Insured via COK – subject to the terms and conditions specified herein.

### What are the duties of WARTA when damage occurs?

#### Article 10

- We organise or we organise and cover the costs of assistance **STANDARD** services covering:
  - 1) **emergency medical assistance** – provision of first medical advice by telephone on the basis of the information obtained from the Insured, if required, organisation of medical assistance with the costs covered from the insurance of medical treatment costs,
  - 2) **Transport of the Insured** – arranging and covering costs:
    - a) transport of the Insured from the site of the accident or sudden illness to a hospital or an outpatient treatment centre with medical means of transportation; medical transport shall be deemed to refer also to transport provided by specialized services in the mountains on land and on the water, if the location of the injured person is known,
    - b) transport between medical clinics where medical assistance was provided,
    - c) transport to the place of accommodation after medical treatment was provided, providing that such transport was recommended by the doctor in charge due to the condition of the Insured or by a COK doctor,
    - d) transport of the Insured to the Republic of Poland or the country of his/her residence – if due to the condition of the Insured the transport may not take place by planned means of transport and in the planned time, WARTA organizes transport of the Insured under the conditions recommended by the Insured's doctor, in consultation with the doctor indicated by COK, to the place residence or medical facility in Poland or to the country of residence for the purpose of continuing treatment.  
When a county other than the Republic of Poland is the Insured's country of residence, WARTA shall cover the costs of transportation up to the costs it would have incurred organising transport to the Republic of Poland. The benefit additionally covers the costs of accommodation of the Insured (maximum 3 nights) if the Insured is not transported on the day he/she leaves the hospital for reasons independent of WARTA.  
If the Insured does not consent to the transport recognized by COK as possible, the Insured is not subject to further insurance coverage in the scope of the insurance of medical treatment costs and Assistance.
    - e) transport of the Insured's body – arranging for all formalities and cover of costs related to transport of the Insured's body to a place in the Republic of Poland designated by a close friend or relative.  
Upon request of a close friend or relative, COK may also arrange and cover the costs of:
      - cremation and transport of the ashes to the Republic of Poland,
      - transport of the body/ashes to the place indicated by a close person, outside the Republic of Poland,
      - burial in the country of the event covered by insurance,up to the amount of costs WARTA would have incurred organising the transport of the Insured's body to the Republic of Poland.  
If the transport is organised by third parties, WARTA will refund the relevant expenses up to the amount WARTA would have incurred if it organised the transport.
  - 3) **early return of the Insured** – arrangement and coverage of the costs of return of the Insured and his/her close friends or relatives travelling together to his/her place of residence in the following instances:
    - a) a sickness hazardous to the life of a close friend or relative of the Insured,
    - b) death of a close friend or relative of the Insured,
    - c) occurrence of a fortuitous event at the Insured's place of residence and a need to perform related legal and administrative actions.The costs of return by means of transportation selected by COK will be covered only when the means of transportation planned earlier cannot be used, WARTA shall cover the costs of transportation up to the costs it would have incurred organising transport to the Republic of Poland.
  - 4) **Legal assistance** – arrangement and coverage of lawyers' costs in proceedings in bodies of justice or in other proceedings when the Insured falls in conflict with the local law. Legal assistance will not be arranged and the relevant costs will not be covered when the situation requiring legal assistance is related to:
    - a) the work or professional activity of the Insured,
    - b) owning or driving a mechanical vehicle by the Insured,
    - c) involvement of the Insured in criminal activity,
    - d) committed or attempted crime by the Insured within the meaning of the local regulations,
  - 5) **recovery and re-direction of luggage** – if the Insured's luggage is lost or misdirected by the carrier of the Insured's luggage, the COK assistance through the contact with the carrier to recover and transfer the lost luggage to the Insured,
  - 6) **assistance in recovering lost documents** – providing the Insured with information on necessary actions to be taken in the event of loss or theft: personal documents (passport, ID card), insurance documents (policy), bills of exchange, credit card or ticket (coach, air, rail, ferry ticket).  
When the Insured loses his/her credit card, COK – pursuant to his/her written authorisation – shall take action to block the insured's bank account provided the bank maintaining the Insured's account accepts such form of card cancellation,
  - 7) **search and rescue** – arranging and covering the costs of search and rescue of the Insured in the mountains, on land and on water, conducted by specialized emergency services, provided that the Insured is lost during a foreign trip during the Insurance period.  
The search is considered to be the period from reporting the Insured's disappearance to a specialized rescue service conducting a search until finding the Insured or stopping the search.  
The rescue is considered to be ad hoc medical assistance provided from the moment the Insured is found until the Insured is taken to the place of medical assistance.
- We organise or we organise and cover the costs of assistance **SUPER** services, covering:
  - 1) **return of the Insured's close friends or relatives** – arrangement and coverage of the costs of return of the Insured's close friends or relatives travelling together with the Insured in the case of necessary hospitalisation or return to the place of residence or a medical institution in Poland or in the country of residence, confirmed with a written recommendation of the attending doctor.  
  
The costs of return of the close friends or relatives to the Republic of Poland by means of transportation selected by COK will be covered only when the means of transportation planned earlier cannot be used, when a county other than the Republic of Poland is the Insured's country of residence  
WARTA shall cover the costs of transportation up to the costs it would have incurred organising transport to the Republic of Poland.
  - 2) **extension the insurance coverage by 48 hours** – extension of insurance coverage without additional premium, not longer than by 48 hours, in case of delay of the Insured's return from a trip, for reasons which include:
    - a) an illness or an accident which the Insured, or his/her close friend or relative travelling with him/her, had,
    - b) cancellation or delay of the land, air or water means of transport due to difficult weather conditions,
    - c) a breakdown or accident of land, air or water means of transport,
    - d) strike by employees of the carrier or staff of the airport,
    - e) a random event at the place of stay or a related rescue operation that prevents the Insured from returning at the scheduled date.

The insurance extension shall be subject to notification of WARTA prior to the expiry of the insurance period specified in the policy.

WARTA shall provide its services during the period of insurance cover extension provided the Insured documents the occurrence of the above events.

- 3) **travel continuation** – arrangement and coverage of the costs of return of the Insured who participates in a travel package, from the place where medical treatment is provided to a place to continue the interrupted trip.

The costs of continuation of the planned travel by means of transportation selected by COK will be covered only when in the opinion of a COK doctor the Insured's health condition is adequate to continue the trip.

- 4) **care underage children** – arrangement and coverage of the costs of:

- a) care underage children in the country of the event or return of the children to the place of residence or the country of residence, when the Insured who is the sole guardian of the children accompanying the Insured requires hospitalisation or transport to the Insured's place of residence or country of residence,  
b) accommodation of the guardian travelling jointly with a minor child when the child requires hospitalisation as a result of an event covered by the insurance and provided that the attending doctor in consultation with a COK doctor recommends permanent presence of the guardian with the child in hospital.

When a county other than the Republic of Poland is the Insured's country of residence, WARTA shall cover the costs of transportation up to the costs it would have incurred organising transport to the Republic of Poland.

- 5) **substitute driver** – arranging and covering the costs of hiring and driving a professional driver or another person holding a driving licence that will bring the Insured and his accompanying person, by the driver's car, from his place of stay to the place of residence or country of residence when the Insured's health condition confirmed in writing by the attending doctor prohibits the Insured from driving his/her own car and the person accompanying the Insured cannot drive a car, if the Insured returns by another means of transport, COK will arrange and cover the costs of bringing the car to the place of residence or country of residence.

When a county other than the Republic of Poland is the Insured's country of residence, WARTA shall cover the costs of transportation up to the costs it would have incurred organising transport to the Republic of Poland.

- 6) **visit by a designated person** – arrangement and coverage of the costs of transport by means of transportation selected by COK and costs of accommodation for maximum 4 days of one adult person resident in the Republic of Poland or in the country of residence, designated by the Insured.

The costs of a visit by a person designated by the Insured shall be covered in circumstances when the Insured's health condition is dangerous to his/her health and prevents his/her return to the place of residence or the country of residence or if hospitalisation in the country of the event is expected to last more than 10 days.

- 7) **provision of indispensable personal belongings** – arrangement and coverage of the costs of dispatch of personal belongings required to continue the trip (contact lenses, eyeglasses, etc.) to the place of sojourn of the Insured in the case of damage, loss or destruction resulting from an accident.

The service can be performed if COK is provided with the required objects.

- 8) **preventive search and rescue** – in the case of contracts extended with the risk of:

- a) amateur sport practising  
b) or professional sports practising,  
c) or extreme sports practising,

and in connection with sudden and unexpected deterioration of weather conditions or sudden equipment failure during the practising the above-mentioned sports, it is necessary to take steps to prevent the Insured from getting injuries or sudden illness. WARTA shall cover the costs of searching or transporting the Insured to the place where he/she will be safe, as well as costs of rescue operations carried out by specialized rescue services in the mountains, on land and on water.

WARTA shall not be held liable if the Insured:

- a) did not comply with the security rules issued by the competent authorities / services in the particular country or area,  
b) practised sports in places not intended for that purpose,  
c) while practising sports, the Insured did not comply with established security rules contained in law or regulations,  
9) **financial assistance** – deposit of a bail required by a court or other authorities (a body of administration or the police) of the Insured's country of sojourn – to free the Insured from forced detention or arrest; coverage of financial obligations related to the loss, damage or destruction of means of payment such as: cash, cheques, credit cards.

Financial assistance shall be provided:

- a) up to the equivalent of PLN 2,000 – on the basis of a written statement made by the Insured with COK or with an institution designated by COK where the Insured will undertake to refund the amount of the financial assistance,  
b) up to the equivalent of PLN 8,000 – when the Insured signs a promissory note for the amount of the provided financial assistance.

The amount of the financial assistance provided by WARTA shall be refunded within 30 days.

No financial assistance may be provided if the Insured is detained or temporarily arrested as a result of trading in drugs or other intoxicants.

- 10) **accommodation for the duration of convalescence** – arrangement and coverage of the costs of accommodation of the Insured in a hotel provided that the attending doctor recommends convalescence and a COK doctor accepts it.

- 11) **interpreter/translator** – arrangement and coverage of the costs of assistance by a translator/interpreter if the Insured trespasses on local law outside the Republic of Poland.

- 12) **Flight cancellation or delay** – in the case of documented cancellation or delay of the flight, WARTA shall refund to the Insured the necessary documented expenses incurred until the departure time, in particular costs of meals, accommodation and objects of personal use (clothing, toiletries), not covered by the professional carrier. The costs are refund in connection with the cancellation or delay of a scheduled flight for which the Insured had a valid ticket, for the following reasons:

- a) adverse weather conditions,  
b) strike by employees of the carrier or staff of the airport,  
c) the defects of the means of transport by which the flight was to be performed are not cover charter flights.

Compensation shall be payable when the delay is minimum 5 hours, in the maximum amount of the sum insured specified in the insurance contract.

#### Sum insured – what is our maximum liability?

##### Article 11

1. The sum insured being the upper limit of WARTA's liability shall be:

Assistance services	Sum Insured
1) STANDARD:	
a) emergency medical assistance – medical advice given by phone – organisation of medical assistance	*
b) transport of the Insured	*
c) early return of the Insured	*
d) legal assistance	PLN 8,000

e) recovery and re-direction of luggage	*
f) assistance in recovering lost documents	*
g) search and rescue	PLN 50,000
2) SUPER:	
a) return of the Insured's close friends or relatives	*
b) extending the coverage by 48 hours	**
c) travel continuation	*
d) care underage children – If the guardian is hospitalised – if the child is hospitalised	5 days at PLN 500 daily (accommodation)
e) substitute driver	*
f) visit by a designated person	*
g) provision of indispensable personal belongings	*
h) preventive search and rescue	PLN 25,000
i) financial assistance	***
j) accommodation for the duration of convalescence	5 days at PLN 500 daily
k) translator / interpreter	PLN 1,000
l) cancellation or delay of the flight	PLN 500

(\*) in the amount of the costs of assistance service provided by COK (\*\*) within the sums and limits indicated in the insurance contract (\*\*\*) the amount is refundable in accordance with Art. 10 para. 2 point 9)

- The sum insured of the assistance services relates to each event covered by the insurance contract and that occurred during the insurance period, subject to para. 3.
- The sum insured for the flight delay or cancellation refers to one and all events covered with the insurance and that occurred during the insurance period.
- The sum insured covers each Insured separately.
- The sums insured are translated into the currency in which the benefit will be provided at the mean exchange rate set by the President of the National Bank of Poland (NBP) for convertible currencies, prevailing on the day of the event.
- Costs and expenses related to assistance services, incurred in foreign currencies, shall be converted at the mean exchange rate set by the President of the National Bank of Poland for convertible currencies, prevailing on the day the compensation is ascertained/settled.

#### What is WARTA not liable for?

##### Article 12

- WARTA shall not be held liable for delays or inability to provide services or provide information if they are caused by: random events, failures or lack of telecommunications devices and as a result of force majeure, i.e.: strikes, civil unrest, riots, terrorist acts, sabotage, warfare, state of emergency, effects of radioactive radiation, as well as restrictions on movement resulting from decisions of administrative authorities.
- If the circumstances referred to in para. 1 occur, the operation of which prevented notification to COK of an insured event, WARTA shall refund the documented costs incurred by the Insured up to such an amount as if it organised the assistance services.
- Subject to para. 2, we shall not be liable for events and costs:
  - when the Insured took actions without consulting COK – with the exception of the following costs:
    - transport from the site of an accident or sudden illness,
    - transport of the Insured's body, as specified in Art. 10.1. 2 item a) and e),
  - for which WARTA shall not be liable under the concluded insurance contract covering costs of medical treatment, subject to Art. 10 par. items 1.4 – 6 and para. 2 items 8 – 9, 12.

#### What should the Insured do in the case of damage?

##### Article 13

- If an event occurs covered with the assistance insurance, the Insured shall:
- immediately, however not later than within 3 days from the occurrence of the event, contact COK (by phone) operating round the clock with the telephone number specified in the insurance document,
  - provide all available information as required to provide assistance services, in particular:
    - first and last name,
    - policy number,
    - place of stay and telephone number where COK can contact the Insured or his/her representative,
    - a short description of the event covered with assistance insurance and the type of help required,
  - upon request of COK, the Insured shall submit documents confirming the event,

#### CHAPTER IV. CONSEQUENCES OF PERSONAL ACCIDENTS

##### Subject of insurance or what WARTA insures and what it is liable for

##### Article 14

- The insurance covers the consequences of an accident that occurred in the insurance period, resulting in permanent bodily injury, health disorder or death of the Insured, caused by an external reason, independent of the will of the Insured.
- Depending on the scope of insurance specified in the contract, insurance shall cover:
  - death of the Insured, resulting from an accident that occurred in the insurance period during a domestic or foreign trip,
  - permanent bodily injury resulting from an accident that occurred during the insurance period during a domestic or foreign trip,
  - costs of treatment of consequences of personal accidents that occurred in the insurance period during a domestic trip.

#### What are the duties of WARTA when damage occurs?

##### Article 15

- WARTA pays benefits up to the sums insured specified in the insurance contract, covering:
  - death of the Insured** – the amount of the compensation is 100% of the sum insured,
  - permanent bodily injury** – the amount of compensation corresponding to the percentage of permanent bodily injury as ascertained by doctors of WARTA in relation to the sum insured. Irrespective of the amount of the disbursed benefit, we shall refund the Insured the necessary expenses incurred for trips within the Republic of Poland with the cheapest means of travel to the doctors designated by WARTA and the costs of tests requested by the doctors required to

- justify the claims to be performed in the Republic of Poland.
- 3) **refund of costs of treatment of consequences of personal accidents** – refund of costs of treatment of personal accidents in the amount of costs incurred, but not more than PLN 5,000. WARTA considers the costs of treatment to be necessary and documented costs incurred on the territory of the Republic of Poland, covering:
- hospitalisation and hospital treatment,
  - doctor's visits,
  - tests, surgeries and operations recommended by the doctor,
  - transport between medical facilities where medical assistance was provided, if due to the insured's health condition, it was ordered by the attending doctor of the Insured,
  - repair, purchase of glasses / contact lenses and repair of dentures (immediately after the accident), provided that their damage was related to the accident specified in Art. 2.12 causing permanent bodily injury,
  - purchase of necessary medicines and dressings, auxiliary orthopaedic devices such as: stabilizers, crutches and walking sticks, sling, rails, corsets, collars, stabilizing belts, prescribed by a doctor, provided such expenses have not been covered from social insurance or another insurance contract.

#### **Sum insured – what is our maximum liability?**

##### **Article 16**

- The sum insured for consequences of personal accidents is agreed with the Policy Holder and constitutes the upper limit of WARTA's liability.
- The sum insured of the consequences of accidents relates to each event covered by the insurance contract and that occurred during the insurance period.
- The sum insured covers each Insured separately.

#### **What is WARTA not liable for?**

##### **Article 17**

- We shall not be liable for events resulting from:
  - attempted or committed crime or suicide by the Insured,
  - wilful actions by the Insured,
  - epileptic seizure,
  - mental disorder of the Insured,
  - events resulting from consumption of alcohol, use of drugs or other intoxicants by the Insured,
  - driving by the insured of any means of transportation without the licence required in the specific country unless that had no impact in the damage,
  - bodily injury, resulting from treatment or medical procedures irrespective of who performed them,
  - trips by the Insured to areas banned to enter, e.g. tourist routes, downhill skiing routes, bodies of water etc.
  - riots, civil commotion, fights and all types of public disorder (with the exception of the necessary self-defence),
  - events related to professional practising of sports,
  - acting contrary to the local law and orders of local authorities,
- During the foreign trip, WARTA shall not be held liable for the consequences of events related to:
  - amateur practising of sports.
  - professional practising of sports.
  - practicing extreme sports,
  - performance of work abroad,
  - hostilities or martial law,
  - consequences of personal accidents caused as a result of tropical diseases, unless the insurance contract has been extended by the those risks.
- During the domestic trip, WARTA shall not be held liable for the consequences of events related to:
  - amateur practising of sports.
  - professional practising of sports.
  - practicing extreme sports,
 unless the insurance contract is extended by those risks.

#### **What should the Insured do in the case of damage?**

##### **Article 18**

- In the case of damage, the Insured shall be obliged to:
  - seek immediate medical assistance,
  - obtain medical documentation confirming medical diagnosis,
  - collect evidence related to the accident to justify claims,
  - immediately report the damage to COK to the telephone number designated in the insurance document, latest within 7 days from return from the trip, or after disappearance of the reasons preventing earlier notification of the damage,
  - follow the instructions provided by a COK employee, in particular submit to WARTA a completed and signed damage notification form along with medical documentation related to the event and confirming the claims are justified,
  - upon instructions of WARTA, undergo medical examination by a doctor designated by WARTA or clinical observation, in order to determine the permanent bodily injury,
  - in the case of death of the Insured – the person entitled to receive the benefit shall additionally submit an extract from the death certificate and a document confirming relationship or kinship with the deceased.
- If due to wilful misconduct or gross negligence, the Insured failed to report the damage within the timeframe specified in Art. 18.1.4, WARTA may reduce the compensation accordingly if such failure resulted in increased damage or prevented WARTA from determining the circumstances and consequences of the accident.
- If the other duties referred to in Art. 18.1 are not complied with, WARTA may refuse to pay compensation or reduce the compensation accordingly provided such failure affected the determination of the circumstances of the event or the determination of the extent of the damage.
- WARTA may request the Insured or his/her statutory representative to provide written consent to WARTA to request the entities that provided medical assistance to the Insured, in order to obtain information to verify the details of his/her health condition provided by the Insured, to determine the rights of the person to benefits under the concluded insurance contract and the amount of the benefit, in particular to request the doctors who have been providing medical assistance to the Insured after an accident.
- WARTA may refuse to pay compensation or reduce the compensation if the Insured or his/her statutory representative or the entities that provided the Insured with medical assistance, referred to in Art. 18.4, refuse to provide their respective consent, if the above affected the confirmation of the existence or scope of its liability.

#### **How is the amount of benefit determined and how is the compensation paid?**

##### **Article 19**

- Determination of the grounds of claims – or determination if the compensation is due and the amount of the compensation – is made on the basis of documentation submitted by the Insured or the Authorised Person; however, WARTA is entitled to verify the documentation and obtain specialist opinions.
- The evidence confirming the notified claim shall include in particular:
  - full medical documentation from the medical treatment after the accident,
  - medical documentation from before the accident.
- The benefit for permanent bodily injury is disbursed as a percentage of the sum insured equivalent to the permanent bodily injury suffered by the Insured.

- Determining the percentage of the permanent bodily injury will not be subject to the profession of the Insured.
- The percentage of permanent bodily injury shall be determined by WARTA on the basis of documents submitted by the Insured and the Table of standard percentage of permanent bodily injury TUIR "WARTA" S.A. available on the website www.warta.pl.
- In the case of extended treatment, the percentage of permanent bodily injury shall be determined latest 24 months from the date of the accident.
- In the case of loss of or damage to an organ or a system whose functions were impaired before the accident as a result of an illness or a permanent bodily injury, the percentage of permanent bodily injury resulting from the accident is determined as the difference between the extent of bodily injury after the accident and the condition before the accident.
- If as a result of an accident covered by WARTA the Insured died within less than two years from the accident, we shall pay one-off benefit equivalent to the sum insured.
- If the Insured is disbursed a benefit related to a permanent bodily injury and subsequently died as a result of the same accident, the death benefit shall be disbursed net of the amount disbursed earlier.
- If the Insured died after the determination of a percentage of permanent bodily injury and the death was not related to the accident, the benefit for permanent bodily injury not disbursed before the Insured's death shall be disbursed to the Authorised Person; if there is no Authorised Person, documented expenses of the funeral shall be refunded to the person who incurred such expenses, up to the amount of the damage.
- If the percentage of permanent bodily injury has not been determined before the Insured's death, the permanent bodily injury shall be the probable percentage of permanent bodily injury as assessed by WARTA's doctors.
- The benefits resulting from insurance contracts covering consequences of accidents are disbursed in the Republic of Poland in PLN.

## **CHAPTER V. CIVIL LIABILITY**

### **Subject of insurance or what WARTA insures and what it is liable for**

#### **Article 20**

The insurance covers the Insured's civil liability in his/her private life, during trips, a domestic or a foreign one, for personal or material damage caused as a result of a prohibited act to third persons, in the insurance period, that according to the law has to be repaired by the Insured.

### **What are the duties of WARTA when damage occurs?**

#### **Article 21**

- Up to the sum insured specified in the insurance contract, we take over responsibility for Insured's civil liability in relation to persons to whom the Insured has caused damage with a prohibited act.
- Additionally, up to the sum insured, we are liable for the costs of:
  - fees for experts retained or approved by WARTA in order to determine the circumstances and size of the damage,
  - court defence against claims of the harmed persons in a dispute conducted in accordance with WARTA's recommendations,
  - defence if, as a result causing the Insured's liability, penal proceedings are initiated against the Insured and WARTA agrees to cover such costs.

### **Sum insured – what is our maximum liability?**

#### **Article 22**

- The sum insured is agreed with the Policy Holder and constitutes the upper limit of WARTA's liability.
- The sum insured refers to one and all events covered with the insurance and that occurred during the insurance period.
- The sum insured covers each Insured separately.

### **What is WARTA not liable for?**

#### **Article 23**

- We shall not be held liable for damage caused:
  - by wilful actions or gross negligence by the Insured or persons in the same household with the Insured or gross negligence of the Insured unless in the case of gross negligence, the payment of compensation is due to the aspects of equity in the specific applicable circumstances,
  - as a result of consumption of alcohol, use of drugs or other intoxicants by the Insured,
  - by use or driving by the Insured of mechanical vehicles that are subject to mandatory civil liability insurance, unless that had no impact on the damage.
  - by use or driving by the Insured of vehicles, machines or aircraft, watercraft other than equipment for one's own use,
  - to property that was used by the Insured pursuant to a hire, rental, lending, storage, lease or similar contract, with the exception of the facilities of hotel, resorts, private accommodation providing tourist services,
  - by performance of work,
  - by hostilities, state of emergency and participation in riots, civil commotion, fights and all types of public disorder (with the exception of the necessary self-defence),
  - by mental disorder of the Insured,
  - by epileptic seizure,
  - by events related to professional practicing of sports,
  - in connection with professional practicing of sports,
  - in connection with practicing of extreme sports,
  - by the Insured to the natural environment,
  - by contracting by the Insured of tropical and contagious diseases (including HIV virus),
  - by contracting of any diseases of animals owned by the Insured or under his/her care,
  - by possessing and using of any type of arms by the Insured,
  - in the Insured's country of residence other than the Republic of Poland in the case of the foreign trip,
  - under PLN 100.
- We shall neither be liable for damage related to:
  - fines imposed, administrative or judicial sanctions and other monetary penalties,
  - including penal damages,
  - losses incurred due to a fault of the Insured by close friends or relatives in the same household,
  - caused by the Insured to another Insured covered by the same insurance contract, unless it is a collective insurance contract.
- We shall not be liable for costs resulting from the events related to amateur practicing of sports, unless the insurance contract has been extended by those risks.

### **What should the Insured do in the case of damage?**

#### **Article 24**

- The Insured shall be obliged to:
  - apply all available means to prevent damage or to reduce the volume of the damage,
  - make a protocol/statement detailing the circumstances of the damage,
  - endeavour to identify witnesses of the event,
  - immediately report the damage to COK to the telephone number designated in the insurance document, latest within 7 days from return from the trip, or after disappearance of the reasons preventing earlier notification of the damage,
  - follow the instructions provided by a COK employee, in particular submit to WARTA a completed and signed damage report and provide written information on the circumstances and reasons of the damage, attaching the documents related to the circumstances of the event and his/her own statement on his/her liability for the damage,

- 6) immediately, however within maximum 3 days from receipt a claim for compensation from a third party, notify WARTA thereof in writing,
  - 7) notify WARTA in writing if penal, administrative or other proceedings have been initiated against the Insured or when a third party sued the insured for compensation,
  - 8) upon request of WARTA, provide additional clarification and submit any available evidence as required to ascertain the circumstances of the event and support any clarification proceedings,
  - 9) provide WARTA with a court ruling related to the event stating the Insured's liability, within a timeframe sufficient to enable WARTA to take its position with respect to any appeal.
2. If as a result of wilful actions or gross negligence, the Insured failed to apply measures specified in para. 1.1, WARTA shall not be liable for any resultant damage.
  3. If in connection with the damage, WARTA has recommended in writing any specific measures that can be applied by the Insured, in order to prevent any future events, and the Insured failed to comply, WARTA shall be entitled to refuse payment of compensation or to reduce the compensation adequately for subsequent damage resulting from the same reason unless failure to comply with WARTA's recommendation had no effect on the damage.
  4. Coverage or admittance by the Insured of any claim for compensation covered with this civil liability insurance shall have no legal effects to WARTA unless it has provided its prior consent thereto.

#### How is the amount of compensation determined and how is the compensation paid?

##### Article 25

1. We determine the grounds and amount of compensation in accordance with the law in force in the country where the event occurred in liability of the Insured, on the basis of evidence submitted by the Insured or the Authorised Person confirming the claims; however, WARTA is entitled to verify the documentation and obtain specialist opinions.
2. We disburse the compensation on the basis of our discretion, as a result of a settlement or a legally valid court decision.
3. Refund of the costs incurred by the Insured of:
  - 1) court defence,
  - 2) fees to experts, is made on the basis of bills.
4. WARTA's benefits are paid in the currency of the country in which WARTA is obliged to make payments.
5. The compensation is translated into the currency in which the compensation will be paid at the mean exchange rate set by the President of the National Bank of Poland for convertible currencies, prevailing on the day the compensation ascertained.

### CHAPTER VI. TRAVEL LUGGAGE

#### Subject of insurance or what WARTA insures and what it is liable for

##### Article 26

1. The insurance covers travel luggage – objects owned by the Insured or held by it and used during a domestic or foreign trip.
2. The insurance covers:
  - 1) personal belongings including suitcases, bags, rucksacks in which the objects were carried during the trip,
  - 2) portable computers, mobile telephones, photographic equipment, cameras, portable music and film players with earphones as well as chargers to those devices,
  - 3) single objects carried as gifts,
  - 4) perambulator, wheelchair,
  - 5) sports equipment with accessories required for correct functioning. Sports equipment includes:
    - a) cross-country skis, downhill skis and water skis,
    - b) snowboard,
    - c) windsurfing board,
    - d) surfing board,
    - e) bicycle,
    - f) trekking, Nordic walking, ski sticks,
    - g) diving equipment,
    - h) tennis equipment,
    - i) golf equipment,
    - j) equipment for mountain or rock climbing.

#### What are the duties of WARTA when damage occurs?

##### Article 27

1. We shall pay compensation for lost, damage or destruction to travel luggage in the following instances:
  - 1) documented burglary or robbery,
  - 2) loss when in the hands of a professional carrier,
  - 3) loss, damage or destruction resulting from:
    - a) a sudden sickness during a foreign trip, an accident as a result of which the Insured was not able to take care of and protect luggage and sports equipment against theft,
    - b) fortuitous event,
    - c) accident or catastrophe of means of transportation, and rescue action related to those events.
2. We shall pay compensation for damage or destruction of luggage as a result of accident,
3. We shall pay compensation in the case of delayed delivery of the travel luggage by a professional carrier – starting from 5th hour from arrival by the Insured at the place of destination, WARTA shall refund documented expenses incurred by the Insured until the time the luggage is delivered for purchases of indispensable things for personal use (clothing, toiletries).
4. We shall be liable for travel luggage provided it is under the direct care of the Insured and also when the Insured:
  - 1) entrusted the luggage to a professional carrier for carriage on the basis of a waybill,
  - 2) left the luggage in a locked:
    - a) individual luggage compartment at a railway station or at a hotel, or left it in a left-luggage office against a receipt,
    - b) at his/her accommodation place (excepting tents and caravans) or in the boot of a car left at a guarded site,
    - c) car/boot/trailer or watercraft left at a guarded site, which would require tools or physical force to open.

#### Sum insured – what is our maximum liability?

##### Article 28

1. The sum insured is agreed with the Policy Holder and constitutes the upper limit of WARTA's liability.
2. The sum insured for delayed delivery of luggage is 50% of the sum insured indicated for travel luggage.
3. The sum insured for travel luggage refers to one and all events covered with the insurance and that occurred during the insurance period.
4. The sum insured covers each Insured separately.

#### What is WARTA not liable for?

##### Article 29

1. We shall not be held liable for damage:
  - 1) caused wilfully by the Insured or by persons in the same household with the Insured or caused by gross negligence of the Insured unless in the case of gross negligence, the payment of compensation is due to the aspects of equity in the specific applicable

- circumstances,
  - 2) caused during transport in conditions not assuring safety,
  - 3) caused as a result of professional practising of sports,
  - 4) caused by the Insured, persons in the same household or close friends or relatives as a result of consumption of alcohol, use of drugs or other intoxicants,
  - 5) related to driving by the insured of any means of transportation without the licence required in the specific country unless that had no impact in the damage,
  - 6) caused by psychological disorder of the Insured,
  - 7) caused as a result of epilepsy attacks of the Insured,
  - 8) participation in riots, civil commotion, fights and all types of public disorder (with the exception of the necessary self-defence),
  - 9) resulting from confiscation, detention or destruction by customs or other authorities,
  - 10) resulting from normal wear and tear of the insured objects, spontaneous combustion, break down and leak, or with respect to breakable goods or in glass packaging – breakage or lost value of the damaged object,
  - 11) with the value under PLN 100,
  - 12) resulting from:
    - a) structural defects
    - b) use contrary to application
    - c) use in an inappropriate place.
  - 13) as a result of the events related to:
    - a) amateur practising of sports.
    - b) professional practising of sports.
    - c) by practicing extreme sports,
    - d) hostilities or martial law, unless the insurance contract is extended by those risks.
2. Furthermore, WARTA shall not be liable for the following:
    - 1) documents, manuscripts, cash and securities, savings books and bills, transport tickets, credit cards,
    - 2) works of art, collection items, gold, silver, jewellery, platinum in scrap and in bars, precious stones and precious organic substances,
    - 3) musical instruments, objects of scientific, artistic or collection value (postal stamps, numismatics and collections thereof), and all kinds of armaments,
    - 4) sports equipment other than specified in Art. 26.2.5,
    - 5) additional equipment and motor spare parts and fuels,
    - 6) things the quantity or assortment of which indicate their commercial nature,
    - 7) scratches – no matter how produced,
    - 8) objects and parts used for service provision and production,
    - 9) means of transportation with the exception of perambulators, wheelchairs,
    - 10) tents and windcreens.

#### What should the Insured do in the case of damage?

##### Article 30

1. The Insured, in the case of:
  - 1) burglary or robbery, shall immediately notify (within maximum 6 hours) from discovering the event:
    - a) a local police station,
    - b) operator of the means of communication, management of the hotel or another place or accommodation, or the operator of the left-luggage office, parking lot – if the theft occurred from premises supervised by them, and obtain a written confirmation of the theft with details of the stolen objects,
  - 2) loss of travel luggage entrusted to a professional carrier against receipt, notify the loss immediately when discovered to the services at the airport, train manager, etc. and obtain a damage protocol with details of the lost objects,
  - 3) damage or destruction to travel luggage:
    - a) apply all available means to prevent damage or to reduce the volume of the damage,
    - b) entrusted to a professional carrier against receipt, notify the loss immediately when discovered to the employees of the carrier and obtain a damage protocol with details of the damaged, destroyed objects,
    - c) safeguard the damaged or destroyed objects to be submitted for inspection by a WARTA representative,
  - 4) delay in delivery of the luggage, the Insured shall be obliged to report the fact to the carrier and obtain evidence confirming the delay and the time when the luggage was delivered by the carrier to the place of destination or place of sojourn of the Insured.
2. Additionally, the Insured shall be obliged to:
  - 1) immediately report the damage to COK to the telephone number designated in the insurance document, latest within 7 days from return from the trip, or after disappearance of the reasons preventing earlier notification of the damage,
  - 2) follow the instructions provided by a COK employee, in particular submit to WARTA a completed and signed damage notification form along with the required documentation (Art. 31.1), confirming the claims and the amount thereof are justified,
  - 3) document the possession of the lost objects by submitting proof of purchase, warranties, operating manuals, packaging, etc.; however, the possession of objects with unit value of minimum PLN 5,000 may be documented solely with documents confirming the purchase of such objects, in particular cash receipts, invoices, bills.
  3. If due to wilful misconduct or gross negligence, the Insured failed to report the damage within the timeframe specified in Art. 30.2.1, WARTA may reduce the compensation accordingly if such failure resulted in increased damage or prevented WARTA from determining the circumstances and effects of the accident.
  4. If the other duties referred to in Art. 30.1 and Art. 30.2 are not complied with, WARTA may refuse to pay compensation or reduce the compensation accordingly provided such failure affected the determination of the circumstances of the event, liability of WARTA, or the determination of the extent of the damage.

#### How is the amount of compensation determined and how is the compensation paid?

##### Article 31

1. Determination of the grounds of claims – or determination if the damages are due and the amount of the damages – is made on the basis of documentation submitted by the Insured or the Authorised Person confirming the claim; however, WARTA is entitled to verify the documentation and obtain specialist opinions.
2. The amount of compensation shall be determined at the replacement value of the objects, however not higher than the sum insured specified in the insurance contract.
3. With respect to damaged objects, the amount of compensation shall be determined on the basis of a valuation made by WARTA and shall be equal to the costs of repair of the damage confirmed in the damage protocol, and may not exceed the value of the insured objects specified in the insurance application.
4. If compensation is received from a third party obliged to repair the damage, such received amount shall be deducted from the value of the loss suffered.
5. If before receiving the compensation, the Insured recovered the lost objects undamaged, we shall refund solely the costs related to such recovery up to the amount that would have been paid as compensation if the objects were not recovered.
6. If the objects were recovered undamaged after payment of the compensation, the Insured shall accept the objects and refund the received compensation to WARTA reduced by the amount of documented costs related to such recovery.
7. The compensation is translated into the currency in which the compensation will be paid at the mean exchange rate set by the President of the National Bank of Poland for convertible currencies, prevailing on the day the compensation ascertained.

## CHAPTER VII. CONTINUATION OF POST-ACCIDENT MEDICAL TREATMENT IN THE REPUBLIC OF POLAND

### Subject of insurance or what WARTA insures and what it is liable for Article 32

1. The insurance covers the costs of medical treatment related to a personal accident of the Insured for which WARTA has assumed liability under the concluded contract for medical treatment costs in compliance with these General Terms and Conditions of Insurance.
2. The costs of treatment referred to in Art. 32.1 shall include all required and documented expenses incurred:
  - 1) in the territory of the Republic of Poland for continued medical treatment commenced during the foreign trip,
  - 2) within maximum 3 months from the date of the event.

### What are the duties of WARTA when damage occurs? Article 33

1. We shall cover the expenses incurred on medical treatment in the Republic of Poland covering:
  - 1) tests, surgeries and operations,
  - 2) hospitalisation,
  - 3) doctor's visits,
  - 4) purchase of necessary medicines and dressings, auxiliary orthopaedic devices such as: stabilizers, crutches and walking sticks, sling, rails, corsets, collars, stabilizing belts, prescribed by a doctor, provided such expenses have not been covered from social insurance or another insurance contract.

### Sum insured – what is our maximum liability? Article 34

1. The sum insured being the upper limit of WARTA's liability is PLN 2,000.
2. The sum insured refers to one and all events covered with the insurance and that occurred during the insurance period.
3. The sum insured covers each Insured separately.

### What is WARTA not liable for? Article 35

1. We shall not be held liable for damage caused by:
  - 1) wilful actions of the Insured,
  - 2) attempted or committed crime or suicide by the Insured,
  - 3) as a result of consumption of alcohol, use of drugs or other intoxicants by the Insured,
  - 4) driving by the insured of any means of transportation without the licence required in the specific country unless that had no impact in the damage,
  - 5) participation in riots, civil commotion, fights and all types of public disorder (with the exception of the necessary self-defence),
  - 6) acting contrary to the local law and orders of local authorities,
  - 7) mental disorder of the Insured,
  - 8) epileptic seizure,
  - 9) professional practising of sports.
2. WARTA shall not be held liable for the costs incurred on:
  - 1) plastic surgery,
  - 2) treatment and sojourn in sanatoriums and spas and special nourishment, even if recommended by the doctor,
  - 3) treatment by the Insured or treatment by a doctor who is related to the Insured,
  - 4) treatment of conditions resulting from injuries suffered in the past.
3. Further, WARTA shall not be liable for costs incurred as a result of events related to:
  - 1) amateur practising of sports.
  - 2) professional practising of sports.
  - 3) by practicing extreme sports,
  - 4) performance of work abroad,
  - 5) hostilities or martial law,unless the insurance contract is extended by those risks.

### What should the Insured do in the case of damage? Article 36

1. The Insured shall be obliged to:
  - 1) submit medical documentation from the post-accident treatment constituting the medical history,
  - 2) submit to WARTA bills for provided medical assistance, performed tests, surgeries or operations along with evidence of payment of the costs specified therein.
2. Additionally, the Insured shall be obliged to:
  - 1) report the damage to COK at the telephone number specified in the insurance document, latest within 100 days from the insured event,
  - 2) follow the instructions provided by a COK employee, in particular submit to WARTA a completed and signed damage notification form along with the confirming the claims and the amount thereof are justified,
3. If due to wilful misconduct or gross negligence, the Insured failed to report the damage within the timeframe specified in Art. 36.2.1, WARTA may reduce the compensation accordingly if such failure resulted in increased damage or prevented WARTA from determining the circumstances and consequences of the accident or sudden illness.
4. If the other duties referred to in Art.36.1 and 36.2 are not complied with, WARTA may refuse to pay compensation or reduce the compensation accordingly provided such failure affected the determination of the circumstances of the event or the determination of the extent of the damage.
5. WARTA may request the Insured or his/her statutory representative to provide written consent to WARTA to request the entities that provided medical assistance to the Insured, in order to obtain information to verify the details of his/her health condition provided by the Insured, to determine the rights of the person to benefits under the concluded insurance contract and the amount of the benefit, in particular to request the doctors who have been providing medical assistance to the Insured after an accident or illness.
6. WARTA may refuse to pay compensation or reduce the compensation if the information referred to in Art. 36.5 is refused and if the above affected the confirmation of the existence or scope of its liability.

### How is the amount of compensation determined and how is the compensation paid? Article 37

1. The grounds and amount of the damages are determined on the basis of complete medical documentation from the post-accident treatment performed directly after the accident and continuation thereof at the insured's place of residence, bills for the medical treatment held in the Republic of Poland and evidence of payment thereof, submitted by the Insured.
2. WARTA shall be entitled to verify the documentation and obtain specialist opinions.
3. Compensation under the concluded insurance contract shall be paid to the Insured in PLN in the Republic of Poland.

## CHAPTER VIII. SKI PLUS

### Subject of insurance or what WARTA insures and what it is liable for Article 38

1. The insurance covers:
  - 1) **costs of rental costs** of rental of cross-country skis, downhill skis, snowboard when the Insured was deprived of the use of equipment insured pursuant to these General Terms

- and Conditions of Insurance for reasons and in circumstances specified in Art. 27,
  - 2) **costs of ticket booklet** costs of ticket booklet authorising to use ski lifts and participation in a ski or snowboarding school. We shall be held liable for the Insured being prevented from the use of a ticket booklet – as a result of his/her health condition due to a personal accident or sudden illness covered with insurance, excluding events arising as a consequence of chronic diseases, unless the insurance contract has been extended by this risk,
  - 3) **closing of all downhill** signposted pistes in the skiing region close to the Insured's accommodation place as a result of unfavourable weather conditions during the insurance period as a result of which the Insured was prevented from practicing skiing or snowboarding,
2. The insurance contract in the SKI PLUS variant requires the extension of the contract covering amateur practicing of sports.

### What are the duties of WARTA when damage occurs? Article 39

1. We refund the costs of rental of cross-country skis, downhill skis, snowboard, equivalent to the type of equipment that is covered by the insurance for a maximum joint period of 7 days.
2. We shall refund the costs of an unused ticket booklet for the period corresponding to the number of full days when it could not be used.
3. We shall pay the benefit or each full day when all signposted skiing pistes were closed in the skiing region close to the Insured's accommodation place – provided the pistes were closed in the period from 15 December to 15 April and not earlier than on the departure date of the Insured, during the term of the insurance contract.

### Sum insured – what is our maximum liability? Article 40

1. The sum insured being the upper limit of WARTA's liability shall be:
  - 1) PLN 40 per day / max. 7 days for the costs of rental of equipment,
  - 2) 80% of the value of the ticket booklet for the cost of purchasing the ticket booklet,
  - 3) PLN 40 per day in case of closing of downhill pistes.
2. The sum insured refers to one and all events covered with the insurance and that occurred during the insurance period.
3. The sum insured covers each Insured separately.

### What should the Insured do in the case of damage? Article 41

1. The Insured shall be obliged to:
  - 1) submit evidence of rental of cross-country skis, downhill skis, snowboard, detailing:
    - a) first and last name of the renting person (Insured),
    - b) type of equipment,
    - c) date of rental and return of the equipment,
    - d) price of the service,
  - 2) retain for submission to WARTA the ticket booklet that was unused for reasons referred to in Art.38.1.2 – that entitled during the insurance period to use downhill pistes located close to the Insured's place of accommodation and/or a document confirming the purchase of ski or snowboarding classes during the term of the insurance,
  - 3) notify COK within 24 hours from the event of closing the downhill pistes providing a telephone number and address of accommodation when the event is reported and obtain the report number from COK confirming that COK received the notification.
2. Additionally, the Insured shall immediately, latest within 7 days from return from the trip, submit to WARTA a completed and signed damage notification form confirming the grounds and amount of the claim.
3. If due to wilful misconduct or gross negligence, the Insured failed to report the damage within the timeframe specified in Art. 41.2, WARTA may reduce the compensation accordingly if such failure resulted in increased damage or prevented WARTA from determining the circumstances and consequences of the accident.
4. If any other duties referred to in Art. 41.1 and 42.2 are not complied with, WARTA may refuse to pay compensation or reduce the compensation accordingly provided such failure affected the determination of the circumstances of the event or the determination of the extent of the damage.

### How is the amount of compensation determined and how is the compensation paid? Article 42

1. We shall determine the amount of compensation/benefit taking into account the following:
  - 1) the amounts of expenses incurred by the Insured for rental of cross-country skis, downhill skis, snowboard,
  - 2) the number of days the Insured did not use the ticket booklet and the daily cost of the ticket booklet,
  - 3) the number of days during which the Insured could not use downhill pistes.
2. Compensation or benefits under the concluded insurance contract shall be paid to the Insured in PLN in the Republic of Poland.
3. The damage denominated in foreign currencies shall be translated into PLN at the mean exchange rate set by the President of the National Bank of Poland for convertible currencies, prevailing on the day the compensation is ascertained.

## CHAPTER IX. COMMON PROVISIONS

### How is the insurance contract concluded? Article 43

1. Unless agreed otherwise, insurance contracts are concluded pursuant to a written insurance application (WARTA 's form), submitted with a WARTA 's representative and after payment of the premium for the entire term of insurance in advance.
2. When contracts are concluded via telecommunication means, the insurance application may be submitted electronically (via the Internet service) or during a telephone conversation (via the infoline).
3. When contracts are concluded electronically, the contract is concluded subject to the client getting acquainted earlier with the Regulations on the provision of electronic services.
4. Concluded contracts are confirmed with an insurance document.
5. Insurance contracts may be concluded in the form of:
  - 1) individual insurance,
  - 2) group insurance,
  - 3) family insurance.
6. In the case of group or family insurance contracts (in excess of 5 persons), the list of the Insured constitutes an integral part of the insurance contract.
7. Insurance contracts for more than one person are concluded with the same insurance coverage, insurance period and sum insured, except contracts extended by additional risks as referred to in Art. 1.3.5

### How is the insurance premium calculated? Article 44

1. The insurance premium is calculated on the basis of the premium tariff in force on the day of the insurance contract.
2. The amount of the premium is calculated subject to:
  - 1) subject of the insurance,
  - 2) sum insured,
  - 3) form of concluding the insurance contract,
  - 4) the period for which the insurance contract was concluded,
  - 5) age of the Insured,

- 6) number of insured persons,
3. The insurance premium shall be reduced:
  - 1) for group or family contracts.
  - 2) for covering people under 24 years of age.
4. Depending on the selected insurance coverage, the premium shall be increased:
  - 1) increased for coverage of the risk of:
    - a) amateur sport practising
    - b) professional practising of sports.
    - c) practicing of extreme sports,
    - d) performance of work abroad,
    - e) hostilities or state of emergency,
    - f) effects of chronic diseases,
    - g) consequences of personal accidents resulting from tropical diseases,
  - 2) for covering people over 67 years of age.
5. Pursuant to an analysis of the history of insurance and risk assessment, special reductions/increases may be applied.
6. The minimum premium may be no less than PLN 20 per insurance contract.
7. The premium shall be rounded up to a full zloty when the amount has 50 or more decimal points, and when the amount has less than decimal points – to a full zloty down.

#### How long is the insurance contract?

##### Article 45

1. Insurance contracts are concluded for one-year or shorter periods.
2. Unless otherwise agreed, WARTA's liability commences from the day specified in the insurance document as beginning of the insurance coverage, however not earlier than:
  - 1) from the next day after the insurance contract is concluded and after payment of the premium or its first instalment in accordance with the provisions of the contract,
  - 2) from the date and time of concluding the insurance contract and premium payment when the contract was concluded at a border crossing,
  - 3) after expiry of 3 days from the day following the date of the contract and premium payment when the contract was concluded for the Insured who at that time stayed outside the Republic of Poland.
3. With respect to the foreign trip, subject to paragraph 2 and unless otherwise agreed, WARTA's liability in the scope of insurance
  - 1) for costs of medical treatment, assistance, traveller's luggage, civil liability, SKI PLUS and continuation of post-accident treatment, shall commence no sooner than after the Insured has crossed the border of the Republic of Poland or the Insured's country of residence, but not earlier than on the day indicated in the policy as the insurance period commencement date. WARTA's liability ends when the Insured crosses the border of Poland or the Insured's country of residence, no later than at 11:59 pm on the day specified in the policy as the day of the insurance period expiry date;
  - 2) for consequences of personal accidents shall commence no sooner than after the Insured leaves the place of residence on the territory of the Republic of Poland or the Insured's country of residence, but not earlier than on the day indicated in the policy as the insurance period commencement date.  
WARTA's liability ends when the Insured returns to his/her place of residence on the territory of the Republic of Poland or the Insured's country of residence, no later than at 11:59 pm on the day specified in the policy as the day of the insurance period expiry date;
4. With respect to the foreign trip, subject to paragraph 2.1 and 2.2 and unless otherwise agreed, WARTA's liability in the scope of insurance: against consequences of personal accidents, civil liability, travel luggage and SKI PLUS shall commence no sooner than after the Insured has left the place of his/her residence in the territory of Poland, but not earlier than on the day indicated in the policy as the insurance period commencement date.
5. WARTA's liability ends when the Insured returns to his/her place of residence on the territory of the Republic of Poland, no later than at 11:59 pm on the day specified in the policy as the day of the insurance period expiry date;
6. Insurance contracts may be terminated by the Insured in writing with one-month notice period, starting at delivery of the termination notice.
7. If the insurance contract is concluded for more than 6 months, the Insured may terminate the insurance contract within 30 days – and if the Insured is an entrepreneur – within 7 days from conclusion of the contract.
8. A consumer who concluded the contract via telecommunication means may terminate it without specifying a reason by submitting an appropriate written statement, within 30 days from notification that the contract was concluded or from the date the conclusion of the contract was confirmed, whichever is later.
9. The right to terminate the insurance contract, referred to in Art. 8, shall not apply in the case of insurance contracts concluded for less than thirty days.
10. Termination of the contract, as specified in Art. 7, does not release the Insured from paying the premium for the period during which WARTA provided insurance coverage.
11. WARTA's liability shall end:
  - 1) on the last day indicated in the insurance contract as the insurance period expiry date, subject to Art. 10.2.2),
  - 2) when the sum insured has been exhausted;
  - 3) when the insurance contract is terminated by the Insured as specified in Art. 7
  - 4) when WARTA receives a written termination of the contract by the Insured in the case of return from the trip by the Insured earlier than specified in the insurance contract.
12. When the insurance relationship expires before the term of the insurance contract, the Insured shall be entitled to refund of the premium for the period of unused insurance coverage.
13. The refundable premium shall be calculated for each day of unused insurance period starting from the day following the day when the insurance relationship expired.
14. The insurance period may be extended before expiry of the insurance period by providing the number of the insurance document and the insurance period, and subject to premium payment.

#### When is the compensation paid?

##### Article 46

1. Compensation/benefits shall be paid within 30 days from notifying WARTA of the event.
2. If clarification of all circumstances required to determine the liability of WARTA or the amount of the benefit proves impossible within the period of time specified in Art. 46.1, the benefit shall be disbursed within 14 days from the day when clarification of those circumstances was possible subject to due diligence. WARTA shall pay the undisputed part of the compensation within 30 days from the date specified in Art. 18.1.
3. When payment of compensation is refused in whole or in part, WARTA shall notify the Insured in writing thereof specifying the circumstances, legal basis and informing about the possibility to pursue claims in court.

#### What can you do when you do not agree with WARTA's position?

##### Article 47

1. Complaints, grievances may be filed by the Policy Holder, Insured or Beneficiaries under insurance contract to WARTA :
  - 1) in writing to: P.O. Box 1020, 00-950 Warszawa,
  - 2) in electronic form: [www.warta.pl/reklamacje](http://www.warta.pl/reklamacje),
  - 3) by telephone at number 502 308 308,
  - 4) at every outlet of WARTA, in writing delivered personally or orally to be recorded.
 WARTA shall review such complaints, grievances, or appeals within 30 days of receipt and shall provide a written response by letter or electronically as requested by the person making such complaint, grievance, or appeal. In very complicated instances, the period to respond may be extended to 60 days of which the person making such complaint, grievance, or appeal shall be notified beforehand.

Complaints or grievances shall be reviewed by an organisational unit appointed by the Management Board WARTA .

2. Entity authorised to resolve disputes in an out-of-court manner:
  - 1) Court of Arbitration at the Polish Financial Supervision Authority (website: <https://www.knf.gov.pl>),
  - 2) Financial Ombudsperson (website: <http://rf.gov.pl/>)
 In the case of contracts concluded via the Internet, the complaint can be submitted additionally via the online dispute resolution platform (ODR platform) – address: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home>. Show & lng = EN.
3. Any proceedings for claims resulting from the insurance contract may be initiated either in accordance with general law or at a court competent for the place of residence or registration of the Policy Holder, Insured, or the Beneficiary under the insurance contract, heirs of the Insured or heirs of the Beneficiary under the insurance contract.

#### Recourse claims

##### Article 48

1. Any claims of the Insured against third parties responsible for the damage shall be transferred to WARTA up to the amount of the paid compensation. If WARTA covered only a portion of the damage, with respect to the remaining portion of the damage, the Insured shall be entitled to be satisfied before any claims of WARTA .
2. No claim by the Insured from persons in the same household shall not be transferred to WARTA unless such damage was made wilfully.
3. The Insured shall be obliged to safeguard the possibility to WARTA to make claims for compensation from persons responsible for the damage.
4. If without WARTA's consent the Insured waived claims against the person responsible for the damage or reduced it, WARTA may refuse to pay compensation or reduce the compensation.
5. If such waiver or reduction of the compensation was disclosed after payment of the compensation, WARTA may request the Insured to refund the compensation in whole or in part.

#### Final Provisions

##### Article 49

1. In all matters not provided for in these General Terms and Conditions of Insurance, the applicable provisions of the Civil Code and the Act on insurance operations shall apply.
2. In agreement with the Insured, the insurance contract may be extended by additional provisions or provisions that would be different from those specified in these General Terms and Conditions of Insurance.
3. In order to be valid, all amendments to these General Terms and Conditions of Insurance shall be made in writing in the policy or made as an annex to the policy.
4. Insurance contracts concluded pursuant to these General Terms and Conditions of Insurance shall be subject to Polish law.
5. These General Terms and Conditions of Insurance as worded above apply to insurance contracts concluded on or after 26 June 2018.

Deputy President of the Management Board

*Jaroslav Niemrowski*

Jaroslav NIEMIROWSKI

President of the Board of Management

*Jaroslav Parkot*

Jaroslav PARKOT



**Clause No. 1**  
**COSTS OF CANCELLATION OF PARTICIPATION IN TRAVEL PACKAGE,**  
**CANCELLATION OF ACCOMMODATION OR TICKET**

Without prejudice to any other provisions of the General Terms and Conditions of Insurance, not changed by this Clause No. 1, and other provisions of the insurance contract, the insurance contract may – within the scope specified in Clause No. 1 – be purchased independently or together with the basic scope indicated in Art. 1.2 of the GTC.

**Subject of insurance or what WARTA insures and what it is liable for**  
**Article 1**

1. The insurance covers financial losses suffered by the Insured resulting from:
  - 1) **cancellation of participation** in a travel package purchased for the insured – cancellation of participation in a travel package before it commences or earlier return from a commenced travel package,
  - 2) **cancellation of a ticket** purchased or booked for the Insured before the trip commences
  - 3) **cancellation of accommodation** purchased or booked for the Insured before the trip commencesby the Insured for reasons beyond the Insured's control.
2. The reasons referred to in Art. 33.1 include:
  - 1) accident, sudden illness confirmed with a medical certificate specifying contraindications to go on the foreign trip, or death of the Insured,
  - 2) accident, sudden illness confirmed with a medical certificate specifying contraindications to go on the foreign trip, or death of a close friend or relative travelling jointly with the Insured,
  - 3) death or illness hazardous to a close friend or relative to the Insured in the Republic of Poland,
  - 4) damage to the Insured's property in the Republic of Poland as a result of a fortuitous event or a crime, resulting in a need to perform legal and administrative actions requiring the presence of the Insured or close friends or relatives travelling jointly with him/her
  - 5) a fortuitous event within the meaning of this (Art. 2.36) preventing the Insured from staying at the planned place of accommodation during the trip,
  - 6) theft if the Insured's documents required for the trip (passport, entry visa, ID card) provided that the theft occurred 7 days before the trip and was reported to the Police.

**What are the duties of WARTA when damage occurs?**  
**Article 2**

1. Up to the sum insured specified in the insurance contract, we refund financial losses resulting from:
  - 1) cancellation of participation in a package incurred in connection with the foreign trip, including the costs of:
    - a) sojourn in a holiday house or another holiday lodging,
    - b) advances for booking of sojourn in a holiday house, parking or camping spaces,
    - c) car rental,
    - d) participation in additional trips or optional events,
    - e) transport:
      - to/from the travel package, or
      - earlier return being the difference between the cost of the originally purchased ticket and the cost of a ticket for earlier return from the event, when transport was specified in the participation contract – with the specified means of transportation,
    - f) related to evacuation from the place of sojourn where a fortuitous event occurred.
  - 2) cancellation of accommodation or a ticket covering the price thereof.

**Sum insured – what is our maximum liability?**  
**Article 3**

1. The sum insured is the upper limit of WARTA's liability and is equal to:
  - 1) the package travel price, but not more than PLN 20,000 for the costs of cancellation of participation in a package travel,
  - 2) the ticket price, but not more than PLN 5,000 for the cancellation of the ticket,
  - 3) the accommodation price up to PLN 5,000 for the cancellation of the ticket.
2. The indicated price of a ticket or accommodation applies to the total costs during the planned trip.
3. The sum insured covers each Insured separately.
4. The price of the travel package/ticket/accommodation into PLN when purchased in another currency will be converted at the mean exchange rate set by the President of the National Bank of Poland for convertible currencies, prevailing on the day of the event.

**What is WARTA not liable for?**  
**Article 4**

1. We shall not be liable for events resulting from:
  - 1) attempted or committed crime or suicide by the Insured,
  - 2) wilful actions by the Insured,
  - 3) mental disorder of the Insured,
  - 4) epileptic seizure,
  - 5) treatment of chronic diseases,
  - 6) pregnancy of the Insured with all the consequences and complications,
  - 7) events resulting from consumption of alcohol, use of drugs or other intoxicants by the Insured,
  - 8) driving by the insured of any means of transportation without the licence required in the specific country unless that had no impact in the damage,
  - 9) hostilities, state of emergency and participation in riots, civil commotion, fights and all kinds of public disorder (with the exception of the necessary self-defence),
  - 10) failure to undergo the required vaccinations or preventive treatment before travelling to countries where those are required,
  - 11) events that occurred before conclusion of the insurance contract, participation contract in a travel package or purchase of a ticket, accommodation
2. Further, we shall not be liable for financial losses resulting from cancellation of participation in a travel package / cancellation of a ticket or accommodation when the organiser of the travel package / carrier is notified of cancelled participation / cancellation of ticket / cancellation of accommodation and reasons thereof later than 2 working days from the event.
3. We shall not refund the costs of a handling fee set by the travel organiser/carrier.

**What should the Insured do in the case of damage**  
**Article 5**

1. The Insured shall be obliged to:
  - 1) notify:
    - a) the organiser about cancellation of participation in the travel package, cancellation of accommodation,
    - b) the carrier about cancellation of the ticket,
    - c) the service provider about cancellation of the accommodation,as soon as information is received of an event causing the cancellation, however not later than within 2 working days from the date of the event,

- 2) obtain from the organiser/carrier/service provider a dated confirmation of the notification referred to in point 1 with an indication of the date of its preparing,
- 3) immediately report the damage to COK to the telephone number specified in the insurance document, latest within 7 days from notifying the travel organiser/carrier,
- 4) follow the instructions provided by a COK employee, in particular submit to WARTA a completed and signed damage notification form along with documents confirming:
  - a) conclusion of a participation contract in a travel package with evidence of payment for the package,
  - b) purchase of a ticket or accommodation with details of the ticket / accommodation cost (ticket or another document issued at Internet sale),
- 5) deliver:
  - a) a statement about the filed:
    - cancellation of participation in the travel package, certified by the travel organiser,
    - cancellation of the ticket, certified by the carrier,
    - cancellation of accommodation certified by the service provider,
  - b) certificate from the travel organiser/carrier/service provider of the amount refunded by the organiser/carrier/service provider in connection with the cancellation of participation/cancellation of ticket or accommodation,
  - c) medical documentation (certificate, sick leave related to sudden illness or accident, etc.),
  - d) Police certificate in the case of damage to property, theft of documents required in a foreign trip,
  - e) certificate from local authorities confirming the occurrence of fortuitous events,
  - f) bills and payment confirmation for transport in the case of earlier return from a travel package when the cost of transport was included in the participation contract – with details of the means of transportation.
2. If as a result of wilful actions or gross negligence, the Insured failed to report the damage within the period specified in paragraph 1.3, WARTA may reduce the compensation accordingly if such failure resulted in increased damage or prevented WARTA from determining the circumstances and consequences of the accident.
3. If any other duties referred to in Art. 1 are not complied with, WARTA may refuse to pay compensation or reduce the compensation accordingly provided that such failure affected the determination of the circumstances of the event or the determination of the extent of the damage.

**How is the amount of compensation determined and how is the compensation paid?**  
**Article 6**

1. The amount of compensation in the case of cancellation of participation in a package travel, cancellation of ticket or cancellation of accommodation shall be the difference between the cost of the package travel/ticket/accommodation and the refund made by the carrier/organiser.
2. Compensation or benefits under the concluded insurance contract shall be paid to the Insured in PLN in the Republic of Poland.
3. The damage denominated in foreign currencies shall be translated into PLN at the mean exchange rate set by the President of the National Bank of Poland for convertible currencies, prevailing on the day the compensation is ascertained.
4. If the Insured's death was the reason to make claims for compensation in the amount specified in Art. 6.1, the compensation shall be disbursed to the Authorised Person,
5. The grounds and amounts of the compensation are determined on the basis of the documents specified in Art. 6.1.5 to be submitted by the Insured.
6. WARTA shall pay compensation net of any compensation paid under another insurance contract.

**How is the insurance premium calculated?**  
**Article 7**

1. The insurance premium is calculated on the basis of the premium tariff in force on the day of the insurance contract.
2. The amount of the premium is calculated subject to:
  - 1) number of insured persons,
  - 2) price of the travel package, ticket or accommodation.
3. The insurance premium shall be reduced in the case of the group or family contracts.
4. Pursuant to an analysis of the history of insurance and risk assessment, special reductions/increases may be applied.
5. The minimum premium may be no less than PLN 20 per insurance contract.
6. The premium shall be rounded up to a full zloty when the amount has 50 or more decimal points, and when the amount has less than decimal points – to a full zloty down.

**How long is the insurance contract?**  
**Article 8**

1. Insurance contracts are concluded for one-year or shorter periods.
2. Insurance contracts covering the costs of cancellation of participation in travel packages shall be concluded for:
  - 1) within maximum 5 working days from conclusion of a participation contract in a travel package and from the date of paying an advance for the costs of the travel package or paying the full costs of the travel package,
  - 2) on the basis of the original contract on participation in the travel package specifying the price.
3. Insurance contracts covering the cancellation of accommodation or tickets shall be concluded for:
  - 1) within maximum 5 working days from payment for accommodation, ticket,
  - 2) on the basis of a document detailing the costs of accommodation, ticket (ticket or another document issued at Internet sale),
4. Unless otherwise agreed, WARTA's liability commences from the day specified in the insurance document as beginning of the insurance coverage, however not earlier than:
  - 1) from the day following the conclusion of the insurance contract and premium payment,
  - 2) from the date and time of concluding the insurance contract and premium payment when the contract was concluded at a border crossing,
5. With reference to the insurance of costs of cancellation of participation in a package travel, WARTA's liability begins on the day following the date of the contract and premium payment. The liability ends on the day designated in the insurance document as the end of the insured period.
6. With reference to the insurance of cancellation costs of ticket or accommodation, WARTA's liability begins on the day following the date of the contract and premium payment, and ends on the date and at the time of:
  - 1) departure of the Insured to the place of destination designated in the ticket,
  - 2) checking in of the Insured at the accommodation place designated in the booking document.