

Document containing information about the insurance product

Insurer: TUIR „WARTA” S.A.

Product: WARTA TRAVEL
(Section II, Groups: 1, 2, 9, 13, 16, 18)

This document presents the most important information about the product. Full information about the product is submitted before the execution of the insurance agreement and is included in the General Terms and Conditions of WARTA TRAVEL with CO513 symbol (hereinafter referred to as the GTC). The above GTC apply as of 1 April 2022.

What kind of insurance is it?

WARTA TRAVEL is a travel insurance guaranteeing the insurance protection while travelling worldwide to any foreign country within the territorial scope set forth in an insurance agreement. Within this insurance we ensure arranging and covering the costs of treatment in the case of sudden illness, consequences of chronic disease and personal accident, cashless claim handling abroad, assistance services, including transport to Poland after an accident or sudden illness.



What is the object of insurance?

- ✓ costs of treatment of sudden illnesses, consequences of chronic diseases and personal accidents together with assistance services
- ✓ consequences of personal accidents
- ✓ travel luggage, expenses incurred in connection with the delay in luggage delivery and the delay or cancellation of the flight
- ✓ private third-party liability
- ✓ costs of travel cancellation
- ✓ continuation of accident treatment in the Republic of Poland
- ✓ waiver of own contribution in the rental car

Sum insured

- ✓ subject to the GTC, the sum insured/guarantee amount is set by the client; in the case of costs of travel cancellation, continuation of treatment in the Republic of Poland and waiver of own contribution in the rental car, the maximum sums insured are indicated in the GTC
- ✓ the sum insured/guarantee amount constitutes the upper limit of the Warta liability

The detailed description of the object and scope of the insurance cover is discussed in Chapter 2 of the GTC.



What is excluded from the insurance cover?

- ✗ losses which have occurred in the client's country of permanent residence
- ✗ plastic surgeries
- ✗ preventive, prosthetic and orthodontic dentist treatment
- ✗ damage to the environment

Other information is included in Chapter 3 of the GTC.



What are limitations of the insurance cover?

Warta is not liable for events and costs resulting from:

- ! deliberate actions or gross negligence
- ! bodily injury or health disorder caused by medical and therapeutic treatments
- ! consumption of drugs or other abusive substances
- ! driving any means of transport without permits required under the law of the particular country
- ! activities against local provisions of law and prohibitions of local authorities
- ! attempting to commit or committing an intentional crime or suicide
- ! mental disorders
- ! professional sports practising

Other limitations and exclusions of liability giving rise to the right to refuse payment of compensation and other benefits or their reduction are set forth in Chapter 3 of the GTC.



Where does the insurance apply?

- ✓ the insurance applies during trips abroad in the territorial scope specified in the policy (except for the territory of the Republic of Poland and the country of residence of the Insured)



What are the Insured's obligations?

The obligations of the Insured/Policyholder include:

- payment of the premium for the entire period of insurance in advance
- in the case of loss:
 - notifying CCC by phone about an event immediately after its occurrence or after gaining knowledge thereof, but not later than within 7 days after the cessation of reasons preventing earlier notification of the loss
 - following the instructions given by the CCC employee, in particular the submission to Warta of the notification about the loss together with documents confirming the occurrence of the event and legitimacy of claims
 - submitting all available information necessary to provide help within the scope of assistance services, in particular the first and last name, policy number, place of stay, phone number to be used by CCC to contact the client or their representative, short description of the event covered by the assistance insurance and type of assistance needed
 - following Warta instructions and providing information and powers of attorney in the scope necessary for the correct loss settlement

All information is included in Chapter 4 and 5 of the GTC.



How and when should the premium be paid?

Premium should be paid on the day of the insurance agreement execution or later in the case of such arrangements in the insurance agreement. Premium is paid: in cash, by credit card or bank transfer.



When does the insurance cover begin and end?

Subject to individual arrangements, the Warta liability:

- begins on the day indicated in the insurance document as the beginning of the insurance period, but not earlier than:
 - on the day following the day of the insurance agreement execution and the payment of premium or its first instalment
 - from the day and time of the insurance agreement execution and the premium payment provided that at the time of the agreement execution the client stays within the territory of the Republic of Poland
- ends in the scope of the insurance of:
 - costs of treatment, assistance, travel luggage, third-party liability, continuation of accident treatment in the Republic of Poland, waiver of own contribution in the rental car at the time of crossing the border of the Republic of Poland or the client's country of permanent residence – not later than at 23:59 on the day indicated in the policy as the day of the end of the insurance period
 - consequences of personal accidents at the time of the client's return to their place of residence in the territory of the Republic of Poland or the client's country of permanent residence – not later than at 23:59 on the day indicated in the policy as the day of the end of the insurance period
 - travel cancellation costs on the day indicated in the policy as the day of the end of the insurance period, and in relation to the cancellation of the travel ticket or accommodation on the date on which the client was to leave for the travel destination indicated in the travel ticket or the date on which the client was to check in at the place of accommodation indicated in the reservation document

The insurance agreement for travel cancellation costs is made at any time, but not later than 7 calendar days before the date of the beginning of the travel.

All information about the insurance cover is included in Article 34 of the GTC.



How to terminate the agreement?

If the agreement has been made for the period exceeding 6 months, the Policyholder may withdraw therefrom by written notice within:

- 30 days from the agreement execution – natural persons
- 7 days from the agreement execution – entrepreneurs

A consumer that made the agreement using means of distance communication may withdraw therefrom without giving the reasons by the submission of an appropriate written statement within 30 days of being informed about the agreement execution or of the confirmation of the information about the agreement execution, if later.

All information about the termination of the insurance agreement is included in Article 34 of the GTC.

GENERAL TERMS AND CONDITIONS OF WARTA TRAVEL INSURANCE

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.

Information about the general terms and conditions of insurance referred to in Article 17 of the Act of 11 September 2015 on Insurance and Reinsurance Activities (Journal of Laws of 2015, item 1844)

INFORMATION TYPE

NUMBER OF EDITING UNIT IN THE GTC

Rationale for the payment of compensation and other benefits

§ 2(1), § 4, § 5, § 6, § 7, § 8, § 9, § 10

Limitations of and exceptions to the insurance company's liability authorising it to refuse or reduce the payment of compensation and other benefits

§ 2(3-4), § 11, § 12, § 13, § 14, § 15, § 16, § 17, § 25(1-3) and (5-6)

CHAPTER I PRELIMINARY PROVISIONS

Territorial scope § 1

On the basis of these General Terms and Conditions of Insurance (hereinafter referred to as the GTC), Towarzystwo Ubezpieczeń i Reasekuracji "Warta" Spółka Akcyjna (hereinafter referred to as WARTA) insures natural persons and provides them with the insurance protection during trips in the territorial scope specified in the insurance agreement.

Scope and sums insured § 2

1. Subject to section 5, at the Policyholder's request, the insurance agreement may be executed in the basic scope, and after the payment of an additional premium in the additional scope pursuant to the following table.

OBJECT OF THE INSURANCE IN THE BASIC SCOPE	SUM INSURED (SI)
(1) Costs of treatment (health and life protection) including:	set out in the insurance agreement in PLN
a) hospitalisation with treatment	100% of SI
b) doctor appointments	
c) purchase of medicines, dressing agents and auxiliary materials	
d) repair/purchase of glasses/prostheses	limit: PLN 2,000
e) dental treatment	limit: PLN 1,000
2. Assistance services (assistance organisation) including:	PLN 1,000,000
a) transport of the Insured	
b) search and rescue	
c) emergency medical assistance	
d) the Insured's earlier return	
e) return of the Insured's close persons	
f) extension of the protection by 48 hours	
g) continuation of travelling	
h) providing care to children under age	
i) substitute driver	
j) visit of the indicated person	
k) accommodation for the recovery time	
l) interpreter	

OBJECT OF INSURANCE IN THE ADDITIONAL SCOPE	SUM INSURED (SI)
3. Consequences of accidents, including:	set out in the insurance agreement in PLN
a) death of the Insured	100% of SI
b) permanent health impairment	% of permanent impairment in relation to sum insured
4. Travel luggage together with sports equipment, including:	set out in the insurance agreement in PLN
a) expenses incurred in connection with the delay in luggage delivery	limit: 50% of SI
b) expenses incurred in connection with the flight delay or cancellation	limit: PLN 500
5. Third-party liability (coverage of damage done to third parties)	set out in the insurance agreement in PLN
6. Costs of travel cancellation	max. PLN 20,000 per person
7. Continuation of accident treatment in the RP including:	PLN 5,000
rehabilitation in the RP after accident	limit: PLN 500
a) abroad	
8. Waiver of own contribution in the rental car	PLN 5,000

- The travel cancellation cost insurance may be purchased on one's own, without the necessity to make an agreement in the basic scope.
- Subject to section 4 and exclusions set out in Chapter 3, after the additional premium payment, the insurance agreement may be extended to cover risks connected with:
 - practising winter sports,
 - practising extreme sports,
 - performing work abroad,
 - military operations.
- In the case of the agreement execution in the form of an open policy referred to in § 34(6), the agreement cannot be extended by:
 - costs of travel cancellation and waiver of own contribution in the rental car,
 - risk connected with practising winter or extreme sports.
- In the case of the extension of the insurance agreement to include practising winter sports, depending on the object of the insurance covered by an additional scope, WARTA offers the package of benefits for persons practising skiing/snowboarding, ensuring an additional insurance cover up to the limits indicated in the following table:

Object of the insurance	Additional cover	Liability limits
1. Travel luggage	Reimbursement of rental costs of skiing/snowboarding equipment	PLN 80 per day, max. of 7 days
	Reimbursement of pass costs	80% of pass amount
2. Third-party liability	Third-party liability for material damage to rented skiing/snowboarding equipment	limit: PLN 700

6. Sums insured referred to in the table in sec. 1 are agreed with the Policyholder and constitute the upper limit of the WARTA liability.
7. The sum insured for costs of treatment, assistance and consequences of personal accidents pertains to:
 - 1) each event covered by the policy and occurred in the insurance period, subject to sec. 8,
 - 2) each Insured separately.
8. The sum insured for the third-party liability, travel luggage, continuation of accident treatment in the RP and limits set out in the table in sec. 1(1)(d) and (e) pertains to:
 - 1) one and all events covered by the policy and occurred in the insurance period,
 - 2) each Insured separately.
9. The sum insured for waiver of own contribution in the rental car pertains to one and all events covered by the policy and occurred in the insurance period.
10. The sum insured for costs of travel cancellation set out in the insurance agreement concerns all Insured and equals to the price of travel/travel ticket/accommodation, with the reservation that it cannot exceed the sum insured indicated in the table in sec. 1(6) per one Insured.
11. The conversion of sums insured of treatment costs into the currency in which the commitment will be fulfilled at average exchange rate of foreign currencies being convertible currencies of the National Bank of Poland, applicable on the date of the event.

Definitions

§ 3

The terms used in these GTC have the following meanings:

1. CCC – CUSTOMER CARE CENTRE – an entity accepting on behalf of WARTA notifications about losses, organising assistance services set out herein and carrying out the loss settlement process.
2. Chronic disease – a disease in which, according to the current medical knowledge, there are constant or recurrent symptoms or deviations in tests, and which has been diagnosed, treated or has shown symptoms within 24 months before the date of the insurance agreement execution.
3. Military operations – covering the territory of a country or its part with military operations resulting from an armed conflict of the given country with other countries or a civil war.
4. Burglary – an action consisting in the unlawful seizure of the object of insurance in order to appropriate it, after removing the existing protection devices, using force or tools.
5. Country of permanent residence – a country in which the Insured had been living for at least one year preceding directly the date the insurance agreement was made on; the country of permanent residence is not a country in which the given person is staying for the purpose of education or to which the person has been delegated to work.
6. Number of man days – a product of the number of days and the number of persons covered by an open insurance policy.
7. Sudden illness – a sudden pathological condition, occurring after crossing the border of the RP, which puts the life or health of the Insured at risk, requiring immediate medical assistance, as a result of which there was a need for treatment before the end of the trip abroad. In respect of the insurance of travel cancellation costs, it is a sudden pathological condition which has occurred in the insurance period and puts the life or health of the Insured or their close person, requiring immediate medical assistance and not indicating recovery until the planned date of the travel commencement.
8. Consequence of chronic disease - a sudden intensification or complications of a chronic disease, occurring after crossing the border of the RP, requiring immediate medical assistance, as a result of which there was a need for treatment before the end of the trip.
9. Personal accident – a sudden event caused by an external factor, as a result of which the Insured sustained a bodily injury, health disorder of health or died.
10. Insurance period – a period of the WARTA liability, specified in the insurance agreement.
11. Close person – a member of the Insured's next of kin, i.e. spouse/cohabitant, child, stepchild, adopted or foster child, parents, cohabitant's parents, step-father, step-mother, siblings, parents-in-law, grandparents, son-in-law, daughter-in-law.
12. Travel – stay of the Insured outside the borders of the RP or their country of permanent residence.
13. Open policy – a type of a group insurance agreement made by a legal person or a unit without legal identity, with the Policyholder's business identification number (REGON) applicable to the group of employees (all Insured) delegated to business trips outside the borders of the RP within the insurance period.
14. Robbery – an action resulting from unlawful seizure of the object of insurance with the use of force or a threat to use it imminently, or leading a person to a state of unconsciousness or defencelessness.
15. RP – the Republic of Poland
16. Extreme sports – practising the following sports: mountain sports: skiing and snowboarding outside marked trails, freeskating, mountain biking, speleology, mountaineering with the use of specialist equipment or bouldering, ice climbing, mountain climbing or trekking at altitudes over 4,000 m above sea level, abseiling; water sports: rafting, white water canoeing, ocean sailing; aviation sports: paragliding, parachuting, gliding; motor sports: rally raids, motocross; MMA (mixed martial arts).
17. Winter sports – practising downhill and cross-country skiing and snowboarding along marked trails.
18. Permanent health impairment – disorder of a damaged organ or system causing its permanent dysfunction.
19. Personal injury – damage causing death, bodily injury or health disorder.
20. Property damage – damage, destruction or loss of property.
21. Policyholder – a natural person, a legal person or organisational unit without legal identity entering into the insurance agreement and obliged to pay premium.
22. Insured – a natural person on whose account the insurance agreement has been made.
23. Beneficiary – a person authorised by the Insured to receive the benefit due in the case of their death. If the Insured does not appoint a Beneficiary, the benefit is paid to the immediate family member of the deceased pursuant to 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 authorised persons after carrying out the succession proceedings.
24. Performance of work abroad – the performance by the Insured of work abroad in the extractive, metal, machinery, construction, shipbuilding, chemical, military, fuel, steel, power, wood (including felling of trees) and transport (lorry transport above 3.5 t) industries and all works on elevation of more than 5 m;
25. Practising professional sports – practising sport in the same way as the work or services are provided for remuneration.
26. Fortuitous event – unpredictable events connected with acts of natural forces, occurring independently of the Insured's will, i.e. fire, flood, avalanche, lightning strike, earthquake, subsidence or landslide, explosion, crash of an aircraft, volcanic eruption, tornado.

CHAPTER II

OBJECT AND SCOPE OF INSURANCE

Treatment costs and assistance services

§ 4

1. The object of the insurance includes:
 - 1) costs of the treatment of the Insured occurred in connection with a sudden illness, consequences of a chronic disease or a personal accident during travel,

- 2) assistance services provided in connection with events occurred during travel, consisting in organising or organising and covering costs of treatment carried out for the Insured through CCC – under the principles set out in these GTC.
2. WARTA pays or refunds incurred costs including:
 - 1) hospitalisation with treatment,
 - 2) doctor appointments,
 - 3) examinations, treatments and operations recommended by the doctor,
 - 4) dental treatment in the case of a sudden illness in the form of acute inflammations or state of pain as well as in the case when the necessity to commence treatment results from a personal accident covered by WARTA liability,
 - 5) the purchase of medicines, dressing agents and orthopaedic aids prescribed by the doctor: stabilisers, crutches, sling, rails, corsets, neck rings, stabilising belts,
 - 6) the repair/purchase of glasses/contact lenses and repair/purchase of prostheses (apparatus or device constituting an artificial substitute for the missing body part or organ) subject to the necessity of their repair/purchase for the correct functioning of the Insured during travelling as well as the connection of the damage thereto with a personal accident referred to in § 3(9).

3. The assistance service include:

- 1) transport of the Insured – arrangement and cover of the costs of:
 - a) transport of the Insured from the place of a personal accident or sudden illness to hospital or outpatient clinic by medical transport, including transport provided by specialist services in mountains, upon land or water insofar as the location of the injured is known,
 - b) transport between health care centres where the injured has been provided with medical assistance,
 - c) transport to the place of accommodation after the provision of medical assistance, insofar as the transport was ordered by the attending physician or the physician indicated by CCC due to the Insured's health condition,
 - d) transport of the Insured to the RP or their country of permanent residence – if, due to the Insured's health condition, transport cannot be performed by the planned means of transport and within the planned time, WARTA organises the Insured's transport in conditions recommended by the Insured's attending physician, in consultation with the physician indicated by CCC, to the place of residence or medical facility in the RP or in the country of residence for further treatment. In the case when the Insured's country of permanent residence is a country other than the RP, WARTA covers costs of transport up to the amount of the cost which it would cover organising transport to the RP. The insurance cover also includes costs of the Insured's accommodation (max. 3 days) if the accommodation is necessary while waiting for transport. If the Insured does not agree for the means of transport considered by CCC as appropriate, they are no longer covered by the policy in the scope of the insurance of treatment costs and assistance services in respect to the reported event,
 - e) transport of the Insured's body (regardless of the cause of death), i.e. settling all formalities and covering costs connected with the transport of the Insured's body to the place in the RP indicated by their close person.

At the close person's request, CCC may also organise and cover costs of:

- cremation and transport of ashes to the RP,
- transport of the body/ashes to the place outside the RP, indicated by the close person,
- burial in the country where the event occurred, covered by the insurance policy, up to the amount of costs which WARTA would incur organising transport of the Insured's body to the RP.

In the case of transport organised by third parties, WARTA will reimburse expenses incurred thereby up to the amount of costs which WARTA would incur organising the transport,

- 2) search and rescue – organising and covering costs of search and rescue of the Insured in mountains, upon land and water, carried out by specialised rescue services insofar as the Insured went missing during travel in the insurance period. The search includes the period from the moment the Insured was reported missing to the specialised rescue services carrying out search up to the moment the Insured is found or the rescue services take the decision about the cessation of the search action. Rescue services mean the provision of emergency medical assistance from the moment the Insured is found to the moment of transporting them to the healthcare facility,
- 3) emergency medical assistance – the provision of the first medical advice by phone on the basis of information received from the Insured, and, if necessary, the arrangement of medical assistance, the cost of which is covered within the sum insured for treatment costs,
- 4) earlier return of the Insured – organising and covering costs of the return of the Insured and their close persons travelling therewith, covered by the same WARTA Travel insurance agreement, to the country of permanent residence in the case of:
 - a) illness posing a threat to life of the Insured's close person,
 - b) death of the Insured's close persons,
 - c) occurrence of a fortuitous event causing damage at the Insured's place of residence and the necessity to perform any legal and administrative operations connected therewith. Costs of an earlier return by the means of transport chosen by CCC are covered only if previously planned means of transport cannot be used. In the case of the organisation of transport by the Insured, WARTA covers the costs of transport up to the amount of the cost which it would incur while organising transport to the RP,
- 5) return of the Insured's close persons – organising and covering costs of the return of the Insured's close persons travelling together with the Insured and covered by the same WARTA Travel insurance agreement in the case of the Insured's hospitalisation or the necessity to return to the place of residence or medical facility in the RP or in the country of permanent residence, confirmed by written recommendations of the attending physician. Costs of the return to the RP of the Insured's close persons by means of transport chosen by CCC are incurred only if previously planned means of transport cannot be used. If the Insured's country of residence is a country other than the RP, WARTA covers costs of transport up to the amount of the cost which it would cover organising transport to the RP,
- 6) extension of the protection by 48 hours – the extension of the insurance cover without the payment of additional premium by up to 48 hours in the case of delay of the Insured's return from the trip for reasons including exclusively:
 - a) illness or personal accident of the Insured or the Insured's close person travelling together with the Insured, covered by the WARTA Travel insurance,
 - b) cancellation or delay of the means of land, air or water transport due to difficult weather conditions,
 - c) failure or accident of the means of land, air or water transport,
 - d) strike of the carrier's or the airport employees,
 - e) fortuitous event at the place of stay or rescue action preventing the Insured from returning on the planned date.

The insurance cover is extended if CCC is notified before the expiry of the insurance period specified in the policy.

WARTA provides the cover in the extended insurance period if the Insured submits documents confirming the occurrence of the above events,

- 7) travel continuation – organising and covering travelling costs of the Insured being the participant of the travel from the place of the treatment to the place allowing the continuation of the interrupted, previously planned travel. Costs of the planned travel continuation by the means of transport chosen by CCC are covered in the case when the Insured's health condition according to the CCC physician allows the travel continuation,
- 8) providing care to children under age – organising and covering costs:
 - a) of accommodation of the caretaker travelling with a juvenile child under age at the place indicated by CCC in the case when the child needs to be hospitalised in connection with the event covered by the insurance policy,

- b) of care over a juvenile child in the country of the event occurrence or the child's return to the place of residence or the country of permanent residence in the case when the Insured, being the only caretaker of the child travelling therewith, needs to be hospitalised or transported to the Insured's place or country of residence;

If the Insured's country of permanent residence is a country other than the RP, WARTA covers costs of transport up to the amount of the cost which it would incur organising transport to the RP,

- 9) substitute driver – organising and covering costs of hiring a driver who will drive the Insured and persons accompanying them by their car from the place of stay to the place of residence or the country of permanent residence if their health condition confirmed by a written certificate of the attending physician does not allow driving the Insured's car on their own, and the person that accompanies the Insured cannot drive it. If the Insured comes back by other means of transport, CCC organises and covers costs of the car transport to the place of residence or the country of permanent residence. If the Insured's country of permanent residence is a country other than the RP, WARTA covers costs of transport up to the amount of the cost which it would cover organising transport to the RP,
- 10) visit to the Insured by the indicated person – organising and covering costs of the travel of one person of full age indicated by the Insured, residing in the RO or in the country of permanent residence, to and from the Insured by means of transport chosen by CCC as well as costs of accommodation in the period not exceeding 5 days. The costs of the visit of the person indicated by the Insured are covered if the Insured's condition puts their life at risk and does not allow them to return to their place of residence in the RP or the country of permanent residence or if hospitalisation in the country of the event occurrence is expected to last longer than 10 days,
- 11) accommodation for the recovery time – organising and covering costs of the Insured's accommodation at the place indicated by CCC in the period not exceeding 5 days insofar as the attending physician recommends and CCC accepts the recovery,
- 12) interpreter – organising and covering costs of the interpreter assistance in the case of the necessity to help the Insured with help in connection with a sudden illness or a personal accident covered by the insurance policy. WARTA ensures the English language interpreter's help by phone in the scope necessary to provide medical assistance.

Consequences of personal accidents

§ 5

- The object of the insurance includes consequences of personal accidents occurred in the insurance period.
- The insurance covers:
 - death of the Insured, being the consequence of a personal accident occurred in the insurance period,
 - permanent health impairment resulting from a personal accident occurred in the insurance period.
- WARTA pays benefits within the sums insured set out in the insurance agreement, which cover:
 - death of the Insured – the amount of the benefit constitutes 100% of the sum insured,
 - permanent health impairment – the amount of the benefit corresponds to the percentage of permanent health impairment determined by WARTA physicians in relation to the sum insured for consequences of personal accidents on the basis of the "Table of norms of percentage assessment of permanent health impairment of TUIR "WARTA" S.A", available on www.warta.pl.

Third-party liability

§ 6

- The object of the insurance is the Insured's third-party liability for personal and property damage caused by tort to third parties during a trip in connection with the performance of activities in private life in the insurance period, which the Insured is obliged to repair pursuant to the provisions of law.
- WARTA assumes, within the sum insured set out in the insurance agreement, the obligation resulting from the Insured's third-party liability towards persons whose injury was caused by the Insured committing the tort.
- WARTA also incurs – within the sum insured – costs of:
 - remuneration of experts chosen by WARTA or with WARTA's consent in order to determine the circumstances and extent of the damage,
 - costs of defence against claims of the injured parties in the dispute handled pursuant to WARTA instructions,
 - defence if, as a result of an event resulting in the Insured's liability, criminal law proceedings are initiated against the Insured and WARTA consented to bear such costs.

Travel luggage

§ 7

- The object of the insurance is travel luggage, i.e. items used for personal purposes (together with suitcases, bags, backpacks in which these items are transported) and sports equipment owned by the Insured or being in their possession and used thereby during the trip.
- In the case of the extension of the insurance cover with winter sports, the insurance also includes:
 - costs of renting cross-country and downhill skis, and snowboard in the case when the Insured was not able to use their equipment insured on the basis of these GTC (within the travel luggage) for reasons and in circumstances set out in sec. 4 and 5,
 - costs of the pass entitling the Insured to use ski lifts and participate in lessons at a ski or snowboard school. WARTA is liable for lack of possibility to use the pass by the Insured – in connection with their health condition caused by a personal accident, sudden illness or consequences of a chronic disease in the trip covered by the insurance policy.
- WARTA pays compensation for the loss of travel luggage resulting from:
 - documented burglary or robbery,
 - luggage loss if it was in the care of a professional carrier,
 - lack of the Insured possibility to take care of and secure the luggage in connection with their sudden illness or personal accident confirmed by medical documentation,
 - accident or crash of means of communication (public transport and motor vehicles) and rescue action connected with these events.
- WARTA pays compensation for the damage to or destruction of travel luggage resulting from:
 - fortuitous event,
 - personal accident confirmed by medical documentation.
- WARTA reimburses expenses incurred in connection with the delay in the delivery of travel luggage by the professional air carrier – counting from the 5th hour from the time of the Insured's arrival to the destination, WARTA reimburses to the Insured documented expenses incurred until the time of the luggage delivery for the purchase of personal use items: clothes and toiletries.
- WARTA reimburses expenses incurred by the Insured in connection with documented flight delay or cancellation – the following necessary and documented expenses incurred until the time of departure are subject to the reimbursement: costs of meals, accommodation and personal use items (clothes, toiletries), not covered by the professional carrier. Costs are reimbursed in connection with the delay or cancellation of the scheduled flight for which the Insured had a valid ticket, for the following reasons:
 - difficult weather conditions,
 - strike of the carrier's or the airport employees,
 - failures of the means of transport by which the flight was to be carried out.
 The compensation is paid in the case of at least five-hour delay, in the amount not exceeding the sum insured set out in the insurance agreement.

7. WARTA is liable for the travel luggage provided that it was under direct care of the Insured and if the Insured:

- entrusted it to a professional carrier based on the transport document,
- left it in the locked:
 - individual room at a station or in a hotel, or left it against receipt in a left luggage office,
 - place of their accommodation (except for a tent and a caravan),
 - car/boot/car trailer or watercraft which cannot be opened without the use of tools or physical force.

Costs of accident treatment in the RP

§ 8

- The object of the insurance includes costs of treatment and rehabilitation in the territory of the RP connected with the Insured's personal accident which took place outside the RP borders, for which WARTA assumed the liability on account of the agreement within the scope of treatment costs.
- Treatment costs referred to in sec. 1 mean necessary and documented expenses incurred:
 - In the territory of the RO for the continuation of treatment which started during the trip,
 - in the period not exceeding 6 months from the date of the event.
- WARTA reimburses expenses incurred for treatment in the RO within the sum insured set out in § 2, covering:
 - examinations, treatments and operations,
 - hospitalisation,
 - doctor appointments,
 - purchase of necessary medicines, dressing agents and orthopaedic aids such as: stabilisers, crutches, walking sticks, sling, rails, corsets, neck rings, stabilising belts prescribed by the physician provided that they have not been covered from social insurance or other insurance agreement.
- Rehabilitation costs referred to in sec. 1 mean necessary and documented expenses incurred for the Insured's visits at the rehabilitation clinic and recommended rehabilitation as well as for rental of rehabilitation equipment.

Waiver of own contribution in the rental car

§ 9

- The object of the insurance is the amount constituting the Insured's own contribution, set out in the lease agreement of one car (not older than 10 years, with a total weight of up to 3.5 t, intended for transporting 9 persons), which the Insured incurred within the lease agreement on their own in connection with the occurrence of loss consisting in damage to the car resulting from collision or road accident during the trip.
- The insurance does not cover leased cars: used for transport of goods and passengers within conducted economic activities, motor homes, vehicles used during races, rallies, speed tests or training, including motorbikes, mopeds and scooters.

Costs of travel cancellation

§ 10

- The object of the insurance includes financial losses incurred by the Insured for reasons beyond their control, resulting from travel cancellation understood as:
 - cancellation of the participation in the travel purchased by the Insured, i.e. resignation from the participation in the travel before the date of its commencement or earlier return from the commenced travel and its cancellation,
 - cancellation of the travel ticket purchased or booked by the Insured before the commencement of the travel,
 - cancellation of the accommodation purchased or booked by the Insured before the commencement of the travel.
- Reasons referred to in sec. 1 include:
 - personal accident, sudden illness confirmed by medical certificate about contraindications to go on a trip or death of the Insured,
 - personal accident, sudden illness confirmed by medical certificate about contraindications to go on a trip or death of the close person travelling with the Insured,
 - death or sudden illness posing a threat to life of the Insured's close person in the RP, which requires taking care of this person,
 - damage to the Insured's property incurred in the RP as a result of a fortuitous event or being a consequence of a crime, resulting in the necessity to perform legal and administrative operations during which the presence of the Insured or close persons travelling therewith is necessary,
 - in relation to the earlier return from the commenced travel – a fortuitous event within the meaning of these GTC (§ 3 sec. 26) preventing the Insured from the stay at the planned place of accommodation during the travel,
 - theft of the Insured's documents necessary for travelling, i.e. their passport, visa, identity card, unless the theft took place within 7 days preceding the departure and was reported to the police.

CHAPTER III

EXCLUSIONS OF LIABILITY

General exclusions

§ 11

- WARTA is not liable for events and costs resulting from:
 - the Insured's deliberate actions or gross negligence unless in the case of the Insured's gross negligence, the payment of compensation in the given circumstances complies with rules of equity, excluding personal accident insurance,
 - bodily injury and health disorder caused by medical and therapeutic treatments, irrespective of the person performing them,
 - consumption by the Insured of narcotics, other toxic substances, psychotropic substances or drug substitutes within the meaning of the Drug Addiction Prevention Act,
 - driving by the Insured any means of transport without permits required under the law of the particular country, unless this did not contribute to the occurrence of the loss,
 - activities against local provisions of law and prohibitions of local authorities, including the Insured's stay within areas covered by the prohibition of movement or use thereof, e.g. tourist trails, skiing slopes, water areas etc.
 - attempting to commit or committing by the Insured a crime or suicide,
 - the Insured's mental disorders,
 - professional sports practising.
- WARTA does not pay out a claim where the claim payment could expose TUIR „WARTA” to any commercial or economic sanctions, bans or restrictions under mandatory law, including UN resolutions, European Union regulations or decisions of competent authorities of the United Kingdom or the United States of America.

Detailed exclusions

§ 12

- Within the insurance of treatment costs and assistance services, WARTA is not liable for costs resulting from:
 - medical contraindications for the Insured to travel due to health reasons,
 - prior to the leave the existence of recommendations to undergo a surgery or to initiate treatment,
 - a birth and associated treatment and care over the mother or the child if the birth took place past the 32nd week of pregnancy,
 - artificial miscarriage, except for outside of the womb pregnancy.

2. WARTA is also not liable for costs of treatment:
 - 1) exceeding the scope necessary for the Insured to regain health condition enabling them to return to their place or residence or country of permanent residence,
 - 2) in the country of the Insured's permanent residence or the RP, subject to § 8,
 - 3) of chronic diseases,
 - 4) of illnesses which stem from infection with HIV virus and sexually transmitted diseases, regardless of the method of becoming contaminated,
 - 5) of plastic surgery,
 - 6) of preventive, prosthetic and orthodontic dentist treatment,
 - 7) in one's own scope or treatment by the physician being a close person for the Insured,
 - 8) prophylactic treatment: protective vaccinations, prophylactic and periodical medical examinations,
 - 9) in the form of: chiropractic treatments, acupuncture, cryotherapy, physiotherapy, outpatient rehabilitation.
3. Moreover, WARTA is not liable for delay or lack of the possibility to provide assistance services if they are caused by: fortuitous events, failures or lack of telecommunications equipment and force majeure, i.e.: strikes, civil unrest, riots, acts of terrorism, sabotage, military operations, state of emergency, effects of radioactivity, as well as any limitations in movement resulting from decisions of administrative authorities.
4. In the case of the occurrence of circumstances referred to in sec. 3, WARTA will take into account justified and documented costs incurred by the Insured up to the amount as if it organised the assistance services itself.
5. Subject to sec. 4, WARTA is not liable for events and costs if the Insured acted without the prior agreement with CCC, except for costs of:
 - 1) transport from the place of a persona; accident or sudden illness,
 - 2) transport of the Insured's body,
 costs listed in § 4(3)(1)(a) and (e).
6. WARTA is also not liable for costs incurred as a result of events connected with:
 - 1) practising winter sports,
 - 2) practising extreme sports,
 - 3) performing work abroad,
 - 4) military operations,
 unless the insurance agreement has not been extended to include the above risks.

§ 13

1. In the third-party liability insurance, WARTA is not liable for damage occurred or caused:
 - 1) by the Insured under the influence of alcohol,
 - 2) by using or driving by the Insured vehicles, machines or floating and flying devices,
 - 3) to property which the Insured used on the basis of a hire, tenancy, rental, storage, lease or other similar agreement, except for the equipment of a hotel, leisure centre, private quarters rendering services of tourist type, and, in the case of the extension with winter sports, except for rented ski/snowboard equipment,
 - 4) by the work performed,
 - 5) military operations, state of emergency and participation in riots, disturbances, struggles as well as all kinds of disruptions of public order (except for necessary self-defence),
 - 6) in connection with practising extreme sports,
 - 7) by the Insured to the natural environment,
 - 8) transmission by the Insured of tropical and infectious diseases (including HIV),
 - 9) transmission of any illnesses by animals owned by or under the supervision of the Insured,
 - 10) possession and exploitation by the Insured of any types of weapons,
 - 11) in the country of the Insured's permanent residence.
2. WARTA is also not liable for damage in the form of:
 - 1) fines, administrative or court penalties or other financial fines being imposed on the Insured, including compensation paid as a penalty,
 - 2) losses incurred by close persons or persons remaining within the same household with the Insured, due to the Insured's fault.
3. WARTA is not liable for costs incurred in the case of events connected with practising: winter sports, unless the insurance agreement has not been extended to include this risk.

§ 14

1. In the travel luggage insurance, WARTA is not liable for damage:
 - 1) being the consequences of normal wear and tear of the insured object, self-ignition, self-damage or leakage and with regard to breakable items or items in glass containers – also breaking or loss of value of the damaged item, as well as scratching – regardless of circumstances in which they occurred,
 - 2) as a result of events connected with:
 - a) practising winter sports,
 - b) practising extreme sports,
 - c) military operations,
 unless the insurance agreement has not been extended to include the above risks.
2. WARTA is also not liable for:
 - 1) documents, manuals, cash and bonds, savings bonds and savings books, public transport tickets, credit cards,
 - 2) works of art, collections, precious metals in scraps and slabs, jewellery, precious and semi-precious stones and precious organic substances,
 - 3) music instruments, property of scientific, artistic or collector's value (for instance stamps, numismatics and their collections) as well as all types of weapons,
 - 4) objects applied only for conducting economic activities or performing official duties.
3. In the case of the flight cancellation or delay, the insurance does not cover chartered flights.

§ 15

In the accident treatment continuation insurance in the RP, WARTA is not liable for costs incurred for:

- 1) plastic surgery,
- 2) treatment and stay in sanatoria and spas, and special dietary programmes, even if such had been recommended by a doctor,
- 3) treatment in one's own scope or treatment by the physician being a close person for the Insured.

§ 16

In the insurance covering waiver of own contribution in the rental car, WARTA is not liable for damage resulting from:

- 1) committing a crime or an attempt to commit a crime intentionally by the Insured,
- 2) self-harm, suicide or its attempt by the Insured,
- 3) military operations, martial law, state of emergency, nuclear explosion, epidemic, pandemic, leakages, pollution, contaminations, nuclear reaction, pollution caused by nuclear weapon or radioactivity,
- 4) natural disasters,
- 5) strikes, civil unrest, riots, sedition, acts of terrorism, sabotage,
- 6) driving by the Insured a rented car under the influence of alcohol, intoxicants, psychotropic drugs or drug substitutes
within the meaning of the provisions of the Drug Addiction Prevention Act, unless this did not contribute to the occurrence of the loss.

§ 17

1. In the insurance of travel cancellation costs, WARTA is not liable for events resulting from:
 - 1) treatment of chronic diseases,
 - 2) pregnancy of the Insured with all consequences and complications,

- 3) lack of observance of the obligation to undergo vaccinations or procedures of preventive character necessary prior to the journey to the countries where they are required,
 - 4) events prior to the execution of the insurance agreement, the trip participation agreement or the purchase a travel ticket and accommodation.
2. WARTA is also not liable for financial losses resulting from the cancellation of the participation in the trip/cancellation of a travel ticket or accommodation if the trip organiser/carrier/service provider was not notified about the cancellation of the participation in the trip/cancellation of a travel ticket/cancellation of accommodation and its reasons.
 3. WARTA does not reimburse the processing fee which is determined by the trip organiser/carrier.

CHAPTER IV THE INSURED'S OBLIGATIONS

The Insured's general obligations

§ 18

In the case of the damage occurrence, the Insured is obliged to:

- 1) notify CCC (whose phone number is included in the insurance document) by phone about an event immediately after its occurrence or after gaining knowledge thereof, but not later than within 7 days after the cessation of reasons preventing earlier notification of the damage,
- 2) follow instructions provided by the CCC employee, in particular submit to WARTA the notification about the damage together with documents confirming the event occurrence and legitimacy of claims,
- 3) submit all available information necessary to provide help within the scope of assistance services, in particular the first and last name, policy number, place of stay, phone number to be used by CCC to contact the Insured or their representative, short description of the event covered by the assistance insurance and type of assistance needed,
- 4) follow WARTA instructions and provide information and powers of attorney in the scope necessary for the correct loss settlement.

The Insured's detailed obligations

§ 19

1. In the case of damage in the insurance of treatment costs and assistance services or consequences of personal accidents, the Insured is obliged to:
 - 1) seek immediate doctor's help (in the case of the insurance of treatment costs, taking advantage, as far as it is possible, from the services of public health care or immediately notify CCC in order to obtain adequate doctor's help),
 - 2) obtain doctor's documentation confirming the recognition (doctor's diagnosis), which justifies the necessity of offering immediate doctor's help or the need to be accepted to hospital within the insurance of treatment costs,
 - 3) secure all proof connected with the sudden illness or personal accident, for the needs of the justification of the claim (proof confirming the necessity to receive the immediate treatment, bills, proofs of payment for medical services as well as purchased medicines and dressing agents allowing the identification of the person subject to the treatment),
 - 4) at the WARTA's request, present documentation from the previous treatment,
 - 5) present full medical documentation from the accident treatment and documentation of their condition before the accident (in relation to damage in the insurance of consequences of personal accidents),
 - 6) at the WARTA's request, subdue oneself to the examination by the doctor indicated by WARTA or to clinical observance (in the insurance of consequences of personal accidents in order to determine the permanent health impairment),
2. In the case of the Insured's death, the person entitled to receive the benefit is obliged to submit, additionally, the extract from the death certificate and a document confirming kinship or affinity with the deceased.

§ 20

In the case of damage in the third-party insurance, the Insured is obliged to:

- 1) use all of the available means aimed at the prevention against the damage or the decrease of its size,
- 2) draw up a report/statement determining the circumstances of the damage,
- 3) try to determine the witnesses of the occurrence,
- 4) follow instructions provided by the CCC employee, in particular submit to WARTA the completed and signed form for reporting damage and present in writing information about the circumstances of and reasons for the damage, attaching documents concerning the circumstances of the event and their statement on their own liability for the damage,
- 5) immediately, but not later than within 3 days from receiving a claim for compensation from a third party, notify WARTA about this fact in writing,
- 6) notify WARTA in writing in the case of the initiation of criminal, administrative or other proceedings against the Insured, or in the case of legal action initiated by a third party in connection with their claim,
- 7) at the WARTA's request, submit additional explanations and provide proof required in order to determine the circumstances of the event and to make it possible to conduct explanatory proceedings,
- 8) submit to WARTA the court's decision in the case connected with the event resulting in their liability, within the deadline allowing WARTA to decide whether to bring an appeal.

§ 21

In the travel luggage insurance, the Insured is obliged to:

- 1) in the case of burglary or robbery, notify immediately after the disclosure of the incident the local police, the staff of the given means of transport, of the luggage storage site, of the car park if the theft took place within interiors remaining under their supervision and obtain the written confirmation of such fact along with the specification of lost items,
- 2) in the case of loss of travel luggage entrusted with the professional transport operator with the proof of postage, communicate this fact immediately after the detection of the damage to the airport services, manager of the train etc. and obtain the damage report with the specification of lost items,
- 3) in the case of damage to or destruction of travel luggage:
 - a) use all measures available to the Insured in order to prevent the damage or reduce its extent,
 - b) entrusted with the professional carrier with the proof of postage, communicate this fact immediately after the detection of the damage to the carrier's staff and obtain the damage report with the specification of damaged and destructed items,
 - c) secure damaged or destructed items in order to allow the inspection by the WARTA's representative,
- 4) in the case of delay in the delivery of luggage, communicate this fact to the carrier and obtain documents confirming the delay and the time of the luggage delivery by the carrier to their destination or the Insured's place of stay,
- 5) in the case of the flight cancellation or delay, obtained from the carrier documents confirming the flight cancellation or delay together with the determination of the length of such delay,
- 6) document the possession of lost items by the presentation of purchase proofs, guarantees, operation instructions, packages etc., with the reservation that the possession of items whose unit value is at least PLN 3,000 may be documented only by the presentation of documents confirming the purchase of these items: receipts, invoices, bills.

§ 22

In the case of damage in the accident treatment continuation insurance in the RP, the Insured is obliged to:

- 1) present complete medical documentation from the continuation of accident treatment carried out directly after the accident as well as in the place of the Insured's residence in the RP, constituting the disease history,

- 2) submit to WARTA bills for received medical services, examinations, operations, visits in the rehabilitation clinic or rented rehabilitation equipment together with proofs of payment of costs determined therein.

§ 23

In the case of damage in the insurance covering waiver of own contribution in the rental car, the Insured is obliged to submit to WARTA:

- 1) car lease agreement,
- 2) document in which the Insured's own contribution is determined in the case of collision or road accident,
- 3) confirmation from the police about the occurrence of the collision or road accident,
- 4) confirmation of the payment of own contribution by the Insured.

§ 24

In the case of damage in the insurance of travel cancellation costs, the Insured is obliged to:

- 1) inform:
 - a) the organiser about the cancellation of the participation in the trip,
 - b) the carrier about the cancellation of the travel ticket,
 - c) the service provider about the cancellation of accommodation, immediately after receiving the notification about the event causing this cancellation,
- 2) obtain from the organiser/carrier/service provider the confirmation of the fact notification referred to in point 1),
- 3) depending on the reason for the cancellation of the trip, submit to WARTA:
 - a) medical documentation (certificate, leave concerning sudden illness or personal accident etc.)
 - b) police certificate in the case of damage to property or theft of documents necessary for travelling,
 - c) certificate of local authorities confirming the occurrence of fortuitous events during the commenced trip,
- 4) moreover, submit to WARTA:
 - a) documents confirming the execution of the trip participation agreement together with the proof of the payment of the fee for the trip,
 - b) documents confirming the purchase of the travel ticket or accommodation, i.e. documents informing about costs of the ticket/accommodation purchase (the ticket or other document issued during online sale),
 - c) a statement about the submitted cancellation of the participation in the trip confirmed by the organiser, or cancellation of the travel ticket confirmed by the carrier, or cancellation of accommodation confirmed by the service provider,
 - d) a confirmation of the organiser/carrier/service provider of the amount of the reimbursement by the organiser/carrier/service provider on account of the cancellation of the participation in the trip/cancellation of the travel ticket or accommodation,
 - e) bills and the proofs of their payment for transport in the case of an earlier return from the trip if the travel cost was included in the participation agreement – with the indication of the specific means of transport.

CHAPTER V

GENERAL PRINCIPLES OF CONDUCT IN THE CASE OF DAMAGE

§ 25

1. If due to intentional fault or gross negligence, the Insured has not report the damage within the deadline indicated in § 18(1) of these GTC, WARTA may appropriately reduce the compensation if the infringement contributed to the increase in the damage or made it impossible for WARTA to establish circumstances and consequences of a personal accident or sudden illness.
2. In the case of failure to fulfil other obligations referred to in § 18(2)-(4) and in § 19-§ 24 of these GTC, WARTA may refuse to pay the compensation or reduce it appropriately insofar as it had influence on the establishment of the event circumstances and the WARTA liability or the establishment of the damage size.
3. If the Insured failed to apply measures set out in § 20(1) and § 21(3)(a) intentionally or due to gross negligence, the insurer is free from any liability for the damage arisen due to such reason.
4. WARTA may submit a request to the Insured or to their legal representative for expressing the written permission for WARTA to address the entities which rendered health care services to the Insured in order to obtain information connected with the verification of data submitted by such person about their health condition, the determination of the person's rights to the benefit on account of the executed insurance agreement and the size of the applicable benefit, in particular to doctors who were or are still responsible for the Insured after the accident.
5. WARTA may refuse to pay the compensation or to reduce it if the Insured or their legal representative or entities that rendered medical services to the Insured do not agree for the provisions of information referred to in sec. 4, if it had influence on the determination of the existence or the scope of its liability.
6. If in connection with the damage occurred within the third-party liability in private life WARTA recommended taking specific measures which the Insured may apply, aimed at preventing in the future other events, and the Insured did not comply with this recommendation, WARTA is entitled to refuse to pay the compensation or to reduce it appropriately for next damage caused by the same reasons, unless non-compliance with the WARTA recommendation did not have influence on the damage occurrence.
7. The satisfaction or recognition by the Insured of the claim for redressing the damage which is covered by the third-party liability does not have legal effects for WARTA if it has not given its prior consent to it.

CHAPTER VI

INDEMNITY PAYMENT RULES

General indemnity payment rules

§ 26

1. The compensation/benefit is paid within 30 days from the date on which WARTA is notified about the event.
2. If it is impossible to clarify the circumstances necessary to determine WARTA's liability or the compensation value within the period specified in sec. 1, the compensation should be paid within 14 days of the date on which, observing the principles of due diligence, the clarification of such circumstances is possible. WARTA is obliged to pay the indisputable part of the compensation within 30 days of the date specified in sec. 1.
3. In the case of refusal to pay the compensation in whole or in part, WARTA informs about it the person submitting the claim and the Insured if they are not the person submitting the claim, presenting the circumstances and the legal basis as well as informing about the possibility to seek satisfaction of their claims in a court.
4. Establishment of the legitimacy of claims – i.e. establishment whether the compensation is due and its amount – takes place on the basis of documentation submitted by the Insured, although WARTA has the right to verify it and consult specialists.
5. The value of damage, costs and expenses in foreign currencies into PLN is converted at average exchange rate of foreign currencies being convertible currencies of the National Bank of Poland, applicable on the date of the compensation establishment.

Detailed indemnity payment rules

§ 27

In the treatment cost and assistance insurance:

- 1) liabilities resulting from insurance agreements are paid directly by WARTA to the medical facility or other entities rendering help to the Insured, subject to point 2),
- 2) in the case when treatment costs are covered by the Insured/Policyholder in their own scope, these expenses are reimbursed directly to the bank account in the RP indicated by the Insured/Policyholder in the amount of costs incurred, which cannot exceed the sum insured indicated in the insurance agreement.

§ 28

In the personal accident consequence insurance:

- 1) in the case of longer treatment, the percentage of the permanent health impairment is established 24 months after the date of the personal accident at the latest,
- 2) in the case of a loss or an injury of an organ or a system whose functions was already limited before the accident due to an illness or permanent health impairment, the percentage of the permanent health impairment in connection with the accident is established as the difference between the level of the health impairment after the accident and the Insured's condition before the accident,
- 3) if the Insured received one-off compensation on account of the permanent health impairment, and then died as a result of the same accident, the benefit due to death is paid after the deduction of the amount paid previously.

§ 29

In the third party liability insurance:

- 1) the legitimacy and value of the compensation is established pursuant to the provisions of law applicable in the country where the event causing the Insured's liability occurred,
- 2) WARTA pays compensation on the basis of an acknowledgement, agreement or a valid court decision,
- 3) the costs of legal defence and expert remuneration incurred by the Insured are reimbursed on the basis of bills,
- 4) the performance of WARTA obligations takes place in the currency of the country within which WARTA is obliged to make the payment.

§ 30

In the travel luggage insurance:

- 1) the basis for the establishment of the amount of the compensation is the replacement value of items, which cannot exceed the sum insured indicated in the insurance agreement,
- 2) in the case of damaged items, the amount of the compensation is established on the basis the valuation carried out by WARTA and corresponds to the value of the repair compliant with the scope of damage confirmed in the damage report and cannot exceed the sum insured set out in the insurance agreement,
- 3) in the case of the compensation received from a third party obliged to repair the damage, WARTA deducts the amount received from the value of the damage incurred.

§ 31

In the accident treatment continuation insurance of in the RP, the compensation on account of the agreement executed is paid to the Insured in the RP (in PLN) within the sum insured.

§ 32

In the insurance covering waiver of own contribution in the rental car, in the case of collision or road accident during the trip, WARTA pays the compensation in the amount of the own contribution incurred by the Insured, specified in the car lease agreement, which cannot exceed the sum insured set out in the insurance agreement.

§ 33

In the travel cancellation cost insurance:

- 1) the amount of the compensation constitutes the difference between the price of the trip/ticket/accommodation indicated in the insurance agreement and the reimbursement made by the organiser/carrier/service provider,
- 2) the compensation or benefit on account of the insurance agreement made is paid to the Insured in the RP in PLN,
- 3) if the reason for claiming for compensation in the amount specified in point 1 is the death of the Insured – the compensation is paid to the Entitled Person,
- 4) WARTA pays the compensation taking into account (deducting) the compensation which has already been paid from other insurance agreement.

CHAPTER VII GENERAL PROVISIONS

Execution of the Agreement and Insurance Period

§ 34

1. If not otherwise agreed, the insurance agreement is made on the basis of a written request for the insurance based on information obtained from the Policyholder.
2. In the case of the execution of an agreement with the use of means of distance communication, the request for the insurance may be submitted by e-mail (through the website) or during the telephone call (through the helpline).
3. In the case of the agreement execution by e-mail, the agreement is made after the Policyholder has read the Regulations concerning the provision of services by electronic means.
4. The execution of the insurance agreement is confirmed by an insurance document (policy).
5. The insurance agreement may be made for a maximum period of 12 months, with the reservation that the agreement in the form of an open policy may be made only for 12 months.
6. In the case of the execution of the agreement in the form of an open policy, the Policyholder is obliged to:
 - 1) maintain a register of the Insured persons, containing the information about the dates on which and countries to which business trips are made and make these records available at the WARTA request,
 - 2) submit to the Insured the confirmation of the insurance agreement execution,
 - 3) submit to the Insured the GTC,
 - 4) at the WARTA request, provide immediately information about the person on the business trip,
 - 5) pay an advance premium for the declared number of man days within the deadline set out in the insurance document,
 - 6) in the case of exceeding the minimum number of man days set out in the insurance agreement – settle the entire premium within 14 days after the end of the insurance period. In the case of exceeding the declared number of man days, the Policyholder is obliged to pay additional premium within 14 days from the date of the issue by WARTA of an invoice. If the Policyholder does not use the declared number of man days, WARTA reimburses the premium counted on the basis of the difference between the declared number of man days and the number of man days actually used within 14 days to the bank account indicated by the Policyholder.
7. If not otherwise agreed, WARTA liability begins on the day indicated in the insurance document as the beginning of the insurance period, but not earlier than:
 - 1) on the day following the day of the insurance agreement execution and the payment of premium or its first instalment,
 - 2) from the day and time of the insurance agreement execution and the premium payment provided that at the time of the agreement execution the Insured stays within the territory of the RP.
8. If the liability of WARTA arises even before the premium or its first instalment is paid and the premium or its first instalment is not paid within the deadline set out in the insurance document, WARTA may terminate the agreement with immediate effect and demand the payment of the premium for the period during which it was liable. The agreement expires at the end of the term for which the premium was not paid, unless earlier terminated.
9. The insurance agreement for travel cancellation costs is made at any time, but not later than 7 calendar days before the date of the beginning of the travel.
10. The insurance agreement for travel cancellation costs is made on the basis of the trip participation agreement, including information about its price or on the basis of the document informing about the travel ticket or accommodation price incurred (the ticket or other document issued, e.g. during online sale).
11. Subject to sec. 7, the liability of WARTA in the scope of the insurance of:
 - 1) treatment costs, assistance, travel luggage, third-party liability, accident treatment continuation in the RP, waiver of own contribution in the rental car begins not earlier than the moment the Insured crosses the border of the RP or the country of the Insured's permanent residence, on the date indicated in the policy as the date starting the insurance period at the earliest. The liability of WARTA ends

- at the time when the Insured crosses the board of the RP or the country of their permanent residence, but not later than at 23:59 on the day indicated in the policy as the day of the end of the insurance period,
- 2) consequences of personal accident, begins not earlier than the Insured leaves the place of residence within the territory of the RP or the country of their permanent residence, on the date indicated in the policy as the date starting the insurance period at the earliest. The liability of WARTA ends at the time when the Insured returns to the place of their residence in the RP or the country of their permanent residence, but not later than at 23:59 on the day indicated in the policy as the day of the end of the insurance period,
 - 3) travel cancellation costs, begins on the date indicated as the starting day of the insurance, but not earlier than on the day following the day of the insurance agreement execution and the payment of premium. The liability of WARTA ends in relation to the cancellation of the participation in the trip on the day indicated in the policy as the day of the end of the insurance period, and in relation to the cancellation of the travel ticket or accommodation on the date on which the Insured was to leave for the travel destination indicated in the travel ticket or the date on which the Insured was to check in at the place of accommodation indicated in the reservation document.
12. The insurance agreement may be terminated by the Policyholder giving a one-month written notice which runs from the day on which the termination notice is delivered.
 13. If the Policyholder pays the premium in instalments and they do not pay the next premium instalment within the deadline set out in the insurance agreement, WARTA may request the Policyholder to pay the premium, stipulating that failure to do so within 7 days after receipt of such request will result in the cessation of liability.
 14. If the insurance agreement is made for a term longer than 6 months, the Policyholder has the right to withdraw from the agreement within 30 days and, if the Policyholder is an entrepreneur, within 7 days after the agreement date.
 15. A consumer that made the agreement using means of distance communication may withdraw therefrom without giving the reasons by the submission of an appropriate written statement within 30 days of being informed about the agreement execution or of the confirmation of the information about the agreement execution, if later.
 16. The right to withdraw from the insurance agreement referred to in sec. 15 is not valid in the case of insurance agreements which were made for a term shorter than thirty days.
 17. The withdrawal from the agreement set out in sec. 14 does not release the Policyholder from its obligation to pay premium for the period in which WARTA granted insurance protection to it.
 18. The liability of WARTA ends:
 - 1) on the last day indicated in the insurance agreement as the end of the insurance period, subject to § 4(3)(6),
 - 2) on the day of the payment of the compensation/benefit in the total amount equal to the sum insured agreed for the given insurance,
 - 3) on the date of the withdrawal by the Policyholder from the insurance agreement in accordance with sec.15,
 - 4) on the date on which WARTA receives the written notice of termination from the Policyholder in the case of an earlier return of the Insured from the trip than it was determined in the insurance document,
 - 5) on the date of the expiry of the 7-day period referred to in sec. 13.
 19. In the case of the expiry of the insurance relationship before the end of the period for which the agreement was made, the Policyholder is entitled to the reimbursement of the premium for the period of unused insurance protection.
 20. The premium subject to the reimbursement is established for each day of unused insurance protection, starting from the day following the expiry of the insurance relationship.

Insurance Premium § 35

1. The insurance premium is calculated according to the premium schedule applicable on the day of the insurance agreement execution.
2. The amount of the insurance premium is determined depending on:
 - 1) the territory scope,
 - 2) the object of the insurance,
 - 3) the sum insured,
 - 4) the period for which the insurance agreement has been made,
 - 5) the age of the Insured,
 - 6) the number of the Insured persons,
 - 7) the number of employees and the number of man days (in relation to the annual agreement made in the form of an open policy).
3. On the basis of the analysis of the previous course of insurance and the assessment of the risk, special discounts/increases may be applied.
4. In the case of the insurance agreement execution in the form of an open policy:
 - 1) the premium is calculated on the basis of the declared by the Policyholder number of man days (taking into account the minimum number of man days which depends on the number of employees, indicated in the insurance agreement) which is at the Policyholder's disposal in the insurance period,
 - 2) the premium established for the minimum number of man days is the minimum premium per an insurance agreement,
 - 3) in the case of an earlier cessation of the insurance period, the minimum premium is proportionately returned pursuant to the provisions of § 34(20).

Complaints and appeals § 36

1. Complaints and appeals may be submitted by the Policyholder, the Insured or the Person Entitled under the insurance agreement to WARTA:
 - 1) in writing to: skr. pocztowa 1020, 00-950 Warszawa;
 - 2) electronically, using the form available at <https://www.warta.pl/reklamacje>,
 - 3) by phone to 502 308 308,
 - 4) to each WARTA unit in person – in writing delivered personally or verbally for the record.
2. WARTA will process the complaint or appeal within 30 days from the date of their submission and will answer in writing in the form of a letter or by e-mail at the request of the entity filing the complaint or appeal. In particularly complicated cases, the deadline for providing the answer may be extended to 60 days, about which the entity filing the complaint or appeal will be notified in advance.
3. The body competent for processing the complaint or appeal is the organisational unit appointed by the WARTA Management Board.
4. The entity authorised to carry out extra-judicial settlement of disputes is:
 - 1) Court of arbitration at the Polish Financial Supervision Authority (strona [www: https://www.knf.gov.pl](http://www.knf.gov.pl)),
 - 2) the Financial Ombudsman (strona [www: https://www.rf.gov.pl](http://www.rf.gov.pl)).
5. In the case of agreements made online, the request may be filed additionally through the on-line dispute resolution platform – address: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=PL>
6. Proceedings concerning claims connected with the insurance agreement may be initiated under general provisions of the law or in the court having jurisdiction over the place of residence or registered office of the Policyholder, the Insured, or the entity entitled under the insurance agreement, the heir of the Insured or the heir of the entity entitled under the insurance agreement.

Transfer of claims to WARTA § 37

1. The claim of the Policyholder against a third party responsible for the damage, is transferred to WARTA up to the amount of the compensation paid. If WARTA covered only a part of the damage, the Insured is entitled to have the other part of its claim satisfied first, before the WARTA claim is satisfied.

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2. The Policyholder's claim against persons with whom the Policyholder shares one household is not transferred to WARTA, unless the person at fault caused the damage intentionally.
3. The Insured is obliged to ensure the possibility to vindicate by WARTA claims from the persons responsible for the damage.
4. If the Insured waived a claim against a third party liable for damage or reduced it without a consent of WARTA, WARTA may refuse to pay the compensation or reduce it accordingly.
5. In the case when the fact of waiving or reducing a claim was made known after the payment of the compensation, WARTA may demand a refund of the whole or part of the compensation from the Insured.

Final Provisions § 38

1. In matters not regulated by these GTC, the provisions of the Polish Civil Code and Insurance Activity Act apply.
2. Additional clauses, or clauses other than those agreed hereunder, may be incorporated in the insurance agreement upon consultation with the Policyholder.
3. All non-compliances with the provisions of these GTC must be made in writing in the policy or in the form of an annex, otherwise being ineffective.
4. The Polish law applies to insurance agreement made on the basis of these GTC.
5. These General Terms and Conditions of Insurance apply to all insurance agreements made as of 1 April 2022.

Vice-President of the Management Board

President of the Management Board


Jaroslaw NIEMIROWSKI


Jaroslaw PARKOT

TUIR "WARTA" S.A. informs that in connection with the offered execution of the insurance agreement, the entity performing distribution activities of the insurance institution receives a fixed contractual remuneration in the amount of the insurance premium, as well as they may receive other benefit or financial or non-financial incentive in connection with activities within the scope of insurance distribution or the participation in promotional campaign dedicated to distributors.