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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 contains key product information. Full product information is provided prior to the conclusion of an insurance agreement and can be found in the General Terms and Conditions of the WARTA TRAVEL Insurance bearing the symbol C0516 (hereinafter referred to as the GTCI). The above GTCI are effective as of 5 June 2025.

What kind of insurance is it?

WARTA TRAVEL is a tourist insurance offering insurance protection during international travel worldwide, within the territorial scope specified in the insurance agreement. Under this insurance, we ensure, among others, organisation and coverage of medical expenses in the case of sudden illness (including COVID-19), consequences of a chronic illness and accident, assistance services, including transport to Poland following an accident or sudden illness.



What is the object of insurance?

- ✓ costs of emergency treatments, consequences of chronic illnesses and accidents, including assistance services
- ✓ consequences of accidents
- ✓ luggage, expenses incurred in connection with luggage delivery delay and flight delay or cancellation
- ✓ private liability insurance
- ✓ continuation of post-accident treatment in the Republic of Poland
- ✓ cancellation of deductible for a rented vehicle
- ✓ “safe home” insurance package – insurance for the property left in the Republic of Poland for the travel duration

Sum insured

- ✓ subject to the GTCI, the sum insured/guaranteed is specified by the customer; in the case of continuation of treatment in the Republic of Poland, the “safe home” package and abolition of deductible for a rented vehicle, the maximum sum insured is specified in the GTCI
- ✓ the sum insured/guaranteed constitutes the upper limit of Warta's liability

For a detailed description of the subject and scope of coverage, see Art. 4–10 of the GTCI.



What is excluded from the insurance cover?

- ✗ damage caused in the customer's country of permanent residence
- ✗ plastic surgeries
- ✗ dental treatment: prophylactic, prosthetic and orthodontic
- ✗ environmental damage

For detailed information, see Art. 11–18 of the GTCI.



What are the limitations of the insurance cover?

Warta is not liable for incidents and costs resulting from:

- ! use of alcohol, drugs or other intoxicants
- ! driving any means of transport without authorisation required by the law of a given country
- ! acting in a manner contrary to local laws and local authorities' prohibitions
- ! committing or attempting to commit a wilful crime or suicide
- ! mental disorders
- ! practising professional sports
- ! participation in research, scientific or sporting expeditions to the polar zones
- ! participation in any type of Himalayan or Karakoram expedition, doing any type of trekking or mountaineering in the Himalayas or Karakoram

Other limitations and indemnity entitling Warta to refuse to pay compensation and other benefits or to reduce their amounts are specified in Art. 2, section 2–3, Art. 11–18, and Art. 26, section 1–3 and sections 5–6 of the GTCI.



Where does the insurance apply?

- ✓ the insurance is effective during a trip abroad, within the territorial scope specified in the policy (excluding the territory of the Republic of Poland and the country of permanent residence of the Insured)



What are the Insured's obligations?

The Insured/Insuring Party is obliged to:

- pay the premium in advance for the entire insurance period (Policyholder)
- in the case of damage occurrence:
 - notify the Customer Service Centre (CSC) about an event immediately after its occurrence or becoming aware of its occurrence, not later than within 7 days after the cessation of reasons preventing prior reporting of the damage
 - proceed in accordance with instructions provided by a CSC employee, in particular to submit a damage claim notification to Warta along with documents confirming the occurrence of an event and legitimacy of claims
 - provide all available information necessary to provide support in the scope of assistance services, in particular the first and last name, policy number, place of stay and telephone number at which the CSC may contact the customer or their representative, a short description of the event covered by the assistance insurance and the type of assistance needed
 - comply with Warta's instructions and provide it with any information and powers of attorney to the extent necessary for correct loss adjustment

For detailed information, see Art. 19–26 of the GTCI.



How and when should the premium be paid?

The premium should be paid on or after the date of conclusion of the insurance agreement, in line with specifications provided in the agreement. The premium is payable in cash, by a payment card or by bank transfer.



When does the insurance cover begin and end?

Subject to individual arrangements, Warta's liability:

- commences on the day indicated in the insurance document as the beginning of the insurance period, but not earlier than:
 - from the day following the conclusion of the insurance agreement and payment of the premium or its first instalment
 - from the day and time of conclusion of the insurance agreement and payment of the premium, provided that, at the time of conclusion of the agreement, the customer stays in the territory of the Republic of Poland
- commences in the following scope of the insurance:
 - medical expenses, assistance, luggage, civil liability, continuation of post-accident treatment in the Republic of Poland, abolition of deductible for a rented vehicle – not earlier than after crossing the border of the Republic of Poland or the country of the customer's permanent residence in order to travel, but not earlier than on the day indicated in the policy as the insurance period commencement date
 - consequences of accidents – not earlier than after leaving the place of residence in the territory of the Republic of Poland or the customer's country of permanent residence, but not earlier than on the day indicated in the policy as the insurance period commencement date
 - "safe home" package – not earlier than after the customer leaves the place of their residence in the territory of the Republic of Poland, but not earlier than on the day indicated in the policy as the insurance period commencement date
- ends in the following insurance scope:
 - medical expenses, assistance, luggage, civil liability, continuation of post-accident treatment in the Republic of Poland, abolition of deductible for a rented vehicle at the moment of crossing the border of the Republic of Poland or the customer's country of permanent residence, not later than at 11:59 p.m. on the day indicated in the policy as the insurance period end date
 - consequences of accidents – when the customer returns from the travel to their place of residence in the territory of the Republic of Poland or the customer's country of permanent residence, not later than at 11:59 p.m. on the day indicated in the policy as the insurance period end date
 - "safe home" package – when the Insured returns to their place of residence in the territory of the Republic of Poland, not later than at 11:59 p.m. on the day indicated in the policy as the insurance period end date

For detailed information on the insurance cover, see Art. 34 of the GTCI.



How to terminate the agreement?

If the agreement has been concluded for a period longer than 6 months, the Insuring Party can terminate it by means of a written notification submitted within:

- 30 days from the date of agreement conclusion – natural persons
- 7 days from the date of agreement conclusion – entrepreneurs

A consumer who has concluded a distance agreement can terminate it without providing any grounds by submitting a relevant declaration in writing within 30 days from being informed about the agreement conclusion or from the date of confirming the information regarding agreement conclusion, if this is a later date.

For detailed information on the insurance agreement termination, see Art. 34 of the GTCI.

GENERAL TERMS AND CONDITIONS OF INSURANCE WARTA TRAVEL

Information on the provisions of the general insurance conditions referred to in Article 17 of the Act of 11 September 2015 on Insurance and Reinsurance Activity.

TYPE OF INFORMATION

DIVISION NUMBER IN GTCI

Grounds for payment of compensation and other benefits

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

Limitations and indemnity of the insurance institution under which payment of compensation and other benefits can be denied or reduced

Article 2(2–3), Article 11, Article 12, Article 13, Article 14, Article 15, Article 16, Article 17, Article 18, Article 26(1-3) and (5–6)

CHAPTER I INTRODUCTORY PROVISIONS

Territorial coverage Article 1

On the basis of these General Terms and Conditions of Insurance (hereinafter referred to as GTC), Towarzystwo Ubezpieczeń i Reasekuracji "WARTA" Spółka Akcyjna (hereinafter referred to as WARTA) shall insure natural persons and provide them with travel insurance coverage during the period and within the territorial scope specified in the insurance contract.

Insurance coverage and sum insured Article 2

1. Subject to paragraph 4, at the request of the Policyholder, the insurance contract may be concluded for the basic scope and, upon payment of an additional premium, for the additional scope in line with the table below.

SUBJECT OF THE INSURANCE IN THE BASIC SCOPE	SUM INSURED (SI)
1. Medical costs (life and health protection), including:	as specified to the insurance contract in PLN
a) stay and treatment in hospital	100% of the SI
b) medical visits	
c) purchase of medicines, dressings and aids	
d) repair/purchase of glasses/prostheses	limit of PLN 2,000
e) dental treatment	limit of PLN 2,000
2. Assistance services (organisation of assistance), including:	
a) transport of the Insured, including:	up to the actual transport costs
– non-medical transport	limit of PLN 1,000
b) home-assistance package	limit of PLN 500
c) search and rescue	up to the actual costs of search and rescue
d) emergency medical assistance	PLN 1,000,000
e) early return of the Insured	
f) return of relatives of the Insured	
g) extension of coverage by 48 hours	
h) continuation of the trip	
i) care of minor children	
j) substitute driver	
k) visit by a designated person	
l) accommodation during convalescence	
m) assistance with English translation/interpretation in medical matters	
n) the natural elements package	limit of PLN 5,000
o) the pandemic package	limit of PLN 5,000

p) the pet travel package, including:	limit of PLN 5,000
– pet hotel abroad	limit of PLN 1,000
– pet hotel in the Republic of Poland	limit of PLN 1,000
SUBJECT OF THE INSURANCE IN THE ADDITIONAL SCOPE	SUM INSURED (SI)
3. Personal accidents, including:	as specified to the insurance contract in PLN
a) death of the Insured	100% of the SI
b) permanent bodily injury	% of permanent bodily injury in relation to the sum insured
4. Travel luggage, including sports equipment, covering:	as specified to the insurance contract in PLN
a) expenses incurred in connection with late delivery of luggage	limit 50% of the SI
b) expenses incurred in connection with the delay or cancellation of a flight	limit of PLN 1,000
c) damage to or destruction of luggage by a professional carrier	limit 50% of the SI
5. Third party liability (coverage for losses caused to third parties)	as specified to the insurance contract in PLN
6. Continuation of post-accident medical treatment in the Republic of Poland, including:	PLN 10,000
a) rehabilitation in the Republic of Poland after an accident abroad	limit of PLN 2,000
7. Waiver of deductible for rented vehicle	PLN 5,000
8. Safe home package: insurance of property left in the Republic of Poland for the time of travel	PLN 20,000

2. Subject to paragraph 3 and to the exclusions set out in Chapter III, upon payment of an additional premium, the insurance contract may be extended to cover risks relating to:
- practising winter sports;
 - practising extreme sports;
 - performing high-risk work;
 - hostilities.
3. If a contract is concluded in the form of an open policy as referred to in Article 3(16), it is not possible to extend the contract by:
- waiver of deductible for rented vehicle;
 - safe home package;
 - risks associated with practising winter or extreme sports.
4. When the insurance contract is extended to cover the **practising of winter sports**, depending on the subject of the insurance covered by the additional coverage, WARTA offers a **benefit package for persons practising skiing/snowboarding**, providing additional insurance coverage up to the limits indicated in the table below:

Subject of insurance	Additional coverage	Liability limits
1. Travel luggage	Reimbursement of documented costs of ski/snowboard equipment rental	PLN 80 daily, maximum 7 days
	Reimbursement of documented ski pass costs	80% of the ski pass value
2. Third party liability	Third party liability for property losses caused to rented ski/snowboard equipment	limit of PLN 700

5. The sums insured referred to in the table in paragraph 1 are agreed with the Insurer and constitute the upper limit of WARTA's liability.
6. The sum insured for medical expenses, assistance (excluding the coverage set out in the table in paragraph 1(2)(p)) and personal accident shall relate to:
 - 1) any covered event occurring during the insurance period subject to paragraph 7;
 - 2) each Insured separately.
7. The sum insured for third party liability, travel luggage, continuation of post-accident treatment in the Republic of Poland and the limits set out in the table in paragraph 1(1)(d) and (e) relate to:
 - 1) one and all events covered and occurring during the insurance period,
 - 2) each Insured separately.
8. The sum insured for the waiver of the deductible for a rented vehicle, the safe home package and the pet travel package applies to all the Insureds in total and relates to one and all events covered and occurring during the insurance period.
9. The translation of the sums insured into the currency in which the obligation will be fulfilled shall be carried out according to the mean exchange rate of foreign currencies established by the President of the National Bank of Poland, valid on the day of the occurrence of the event.

Definitions

Article 3

The terms used in these GTC shall have the following meaning:

- 1) **COK** – CUSTOMER SERVICE CENTRE – an entity dealing, on behalf of WARTA, with the registration of loss notifications, organisation of assistance services specified in these GTC and carrying out the loss adjustment process.
- 2) **Chronic disease** – a disease in the pattern of which, according to current medical knowledge, there is a constant or recurrent occurrence of symptoms or deviations in examinations and which has been diagnosed or treated or has produced symptoms during the 24 months preceding the date of the insurance contract.
- 3) **Hostilities** – the inclusion of a country's territory or part of it in armed hostilities resulting from a country's armed conflict with other states or civil war.
- 4) **Country of permanent residence** – the country in which the Insured has resided for at least one year immediately preceding the conclusion of the insurance contract; the country of permanent residence is not the country in which the person is staying for the purpose of education or to which he/she is posted for work.
- 5) **Continuation of a trip** – refers to a tourist or business trip, the programme of which includes a change of location by the participants.
- 6) **Number of man-days** – the product of the number of days and the number of persons covered under the open policy.
- 7) **Sudden illness** – a medical condition occurring suddenly during the insurance period, outside the borders of the Republic of Poland and the country of permanent residence, which endangers the life or health of the Insured and requires immediate medical assistance, as a result of which the Insured must undergo treatment before the end of the trip.
- 8) **Consequences of a chronic disease** – an aggravation or complication of a chronic disease occurring suddenly during the insurance period, outside the borders of the Republic of Poland and the country of permanent residence, which requires immediate medical attention and necessitates medical treatment before the end of the trip.
- 9) **Personal accident** – a sudden event caused by an external cause and occurring during the insurance period, as a result of which the Insured, irrespective of his/her will, suffered bodily injury, disorder of health or died.
- 10) **Pet accident** – a sudden event occurring during the insurance period, outside the borders of the Republic of Poland and the country of permanent residence of the Insured, caused by an external cause, as a result of which the pet suffered bodily injury, disorder of health or died.
- 11) **Insurance period** – the period of time specified in the insurance contract regarding the duration of WARTA's liability during the trip.
- 12) **Close relative** – a member of the Insured's immediate family, i.e. spouse/life partner, child, stepchild, adopted child and child adopted for upbringing, grandchildren, parents, parents of the life partner, stepfather, stepmother, siblings, in-laws, grandparents, great-grandparents, son-in-law, daughter-in-law.
- 13) **Isolation stay** – the period spent by the Insured in isolation, documented by a written decision of the authorities, in the event of a sudden illness confirmed by a positive diagnostic test for a disease entity classified as a pandemic disease by the World Health Organisation (WHO), if a previously booked stay cannot be utilised or the booking period has ended during the isolation stay.
- 14) **Quarantine stay** – a period of time spent by the Insured in isolation, documented by a written decision of the authorities, resulting from contact with an infected person insured under the same policy, who is confirmed by a positive diagnostic test to have contracted a disease entity categorised as a pandemic disease by the World Health Organisation (WHO), if a previously booked stay cannot be used or the time of booking has ended during quarantine.
- 15) **Trip** – stay of the Insured outside the borders of the Republic of Poland and the country of permanent residence.
- 16) **Open policy** – a type of group insurance contract concluded by a legal entity or unincorporated entity showing REGON number (of the Policyholder) for the benefit of a group of employees (the Insured) who are posted on business trips outside the Republic of Poland during the insurance period.
- 17) **RP** – Republic of Poland.
- 18) **Extreme sports** – practising the following sports: mountaineering: skiing and snowboarding off marked trails, skitouring, freeskating, mountain biking, caving, mountaineering above 3,500 m above sea level, any climbing with special equipment or without belay (bouldering), any ice climbing, trekking above 3,500 m above sea level, abseiling; aquatic sports: rafting, white-water kayaking, ocean sailing; aerial sports: paragliding, parachuting, gliding; motor sports: car or motorbike rallying, motocross, speedway and participation in triathlon competitions (including Ironman).
- 19) **Winter sports** – downhill skiing, cross-country skiing and snowboarding on marked trails.
- 20) **Permanent bodily injury** – impairment of the function of a damaged organ or system resulting in permanent dysfunction.
- 21) **Personal injury** – injury resulting in death, bodily injury or health disorder.
- 22) **Property loss** – loss consisting of damage, destruction or loss of property.
- 23) **Policyholder** – a natural person, a legal person or an unincorporated organisational unit concluding an insurance contract and obliged to pay an insurance premium, who has their place of residence or registered office within the territory of the Republic of Poland.
- 24) **Insured** – the natural person for whose account the insurance contract is taken out.
- 25) **Beneficiary** – the person authorised in writing by the Insured to receive the benefit due in the event of the Insured's death. If no Beneficiary is appointed, the benefit shall be paid to the deceased person's next of kin in the following order:
 - a) spouse,
 - b) children – in the absence of a spouse (in equal parts),
 - c) parents – in the absence of a spouse or children (in equal parts),
 - d) other eligible persons, following inheritance proceedings.
- 26) **Performance of high-risk work** – the Insured's performance of work abroad in the following industries: mining, metal, machinery, construction, shipbuilding, chemical, armaments, fuel, steel, energy, timber (including logging), transport (transport by trucks over 3.5 t) and any work at heights above 5 metres.
- 27) **Burglary protection:**
 - a) external doors leading to the flat or house, including the garage, as long as there is a direct passage from them to the living area, that are:
 - in good technical condition, properly fitted and properly locked, and can only be broken or forced open with the use of tools or considerable physical force,
 - solid or glazed, but in the case of glazed doors secured in such a way as to make it impossible to gain entry to the premises or to open the lock on these doors without using the key through a hole pierced in the glass; glazed doors are also considered

to be properly secured when glazed with anti-burglary glass of a resistance class of at least P3,

- locked with a minimum of one multi lock or one multi-point lock, or one electronic lock (mechanical/electronic), or one certified lock;
- b) balcony and terrace doors and windows:
 - are in good technical condition,
 - are so fixed, fitted, locked or unsealed that they cannot be opened by third persons using physical force or tools without leaving traces;
 - c) the keys to the flat, house shall be in the sole possession of the Insured, persons remaining in the common household with the Insured or domestic help or persons authorised by the Insured to keep them. External garage doors locked by an electronic system controlled by remote control are considered to be properly secured.
- 28) **Professional sporting activity** – the practising of sport in the manner in which work or services are provided for remuneration.
 - 29) **Fortuitous events** – unforeseeable events associated with natural forces, occurring independently of the Insured's will; fire, hurricane, tsunami, flood, avalanche, lightning, earthquake, collapse or landslide, fall of an aircraft, volcanic eruption, tornado.
 - 30) **Pet** – dog or cat: not younger than 7 weeks and not older than 10 years, with a health booklet, owned by the Insured before the commencement of the trip and travelling together with him/her or left by the Insured in Poland or the country of permanent residence for the duration of the trip in a pet hotel or under the care of third parties. If the pet is travelling together with the Insured, documents (including confirmation of necessary vaccinations) allowing the pet to cross the border shall be additionally required.
 - 31) **Ocean sailing** – a sport and tourism discipline practised on the ocean on vessels propelled by wind power with sails: yachts, sailboats, sailing ships, catamarans.

CHAPTER II

SUBJECT AND SCOPE OF INSURANCE

Costs of medical treatment and assistance services

Article 4

1. The subject of the insurance is as follows:
 - 1) costs of medical treatment of the Insured occurring in connection with: a sudden illness, the consequences of a chronic disease or an accident, occurring during the insurance period, during the trip, outside the territory of the Republic of Poland and the country of permanent residence, necessary to restore the state of health making it possible for the Insured to return or be transported to the Republic of Poland or the country of his/her permanent residence;
 - 2) assistance services, provided in connection with events occurring during the trip, during the insurance period, consisting in organising or arranging and covering the costs of benefits provided to the Insured through the intermediary of the COK – under the terms and conditions specified in these GTC.
2. WARTA shall make payments or reimburse the following costs incurred:
 - 1) stay and treatment in hospital;
 - 2) medical visits;
 - 3) tests, procedures and surgeries ordered by a doctor, for urgent and non-urgent reasons, justified in the light of generally available medical knowledge by the nature or degree of the pathology justifying their performance;
 - 4) dental treatment in the event of sudden illness in the form of acute inflammation and pain and where the need for treatment results from an accident covered by WARTA's liability;
 - 5) purchase of prescribed essential medicines, dressings and orthopaedic aids: stabilisers, crutches, slings, splints, corsets, collars, stabilising belts, small medical appliances: inhaler or nebuliser;
 - 6) repair/purchase of eyeglasses / contact lenses and repair/purchase of prostheses (appliances or devices constituting an artificial replacement of a missing part of the body or organ), provided that their repair/purchase was necessary for the Insured to function properly during the trip and that the loss was connected with a personal accident as referred to in Article 3(9).
3. The assistance services cover the following:
 - 1) transport of the Insured – organising and covering the costs of:
 - a) transport of the Insured from the place of the accident or sudden illness to hospital or ambulatory by medical transport, which also includes transport provided by specialised services in the mountains, on land and on water, provided that the location of the injured person is known,
 - b) transport between medical facilities, where medical assistance was provided consecutively,
 - c) medical transport to the place of accommodation after medical assistance has been provided, insofar as it was ordered by the attending physician or the physician designated by the COK on account of the Insured's state of health,
 - d) non-medical transport to a medical facility for medical assistance and from a medical facility to a place of accommodation abroad, up to the limit of PLN 1,000,
 - e) transport of the Insured to Poland or country of permanent residence – if, due to the state of health of the Insured, the transport cannot take place by the planned means of transport and/or at the planned time, WARTA shall arrange transport of the Insured under the conditions recommended by the physician treating the Insured, in consultation with the physician indicated by the COK, to the place of residence or medical facility in Poland or country of residence for the purpose of continuation of treatment. If the Insured's country of permanent residence is a country other than the Republic of Poland, WARTA shall cover the costs of transport up to the cost it would have incurred in arranging transport to the Republic of Poland. The costs of overnight accommodation of the Insured (maximum 5 days) are also covered, if the organisation of overnight accommodation is necessary while waiting for transport. If the Insured does not agree to transport deemed possible by the COK, he/she shall not be subject to any further medical and assistance insurance coverage in respect of the reported event,
 - f) transport of the Insured's corpse (irrespective of the cause of death), i.e. arranging all the formalities and covering the costs related to the transport of the Insured's corpse to the place in the Republic of Poland indicated by a relative.
At the request of a relative, the COK can also arrange and cover the costs of:
 - cremation and transport of the ashes to the Republic of Poland,
 - transport of the corpse/ashes to a place outside the Republic of Poland designated by a relative,
 - burial in the country of the insured event,
 - up to the amount of the costs WARTA would have incurred in arranging for the Insured's corpse to be transported to Poland.
 If third parties organise the transport, WARTA will reimburse the expenses incurred by them up to the amount of the costs WARTA would have incurred in organising the transport;
 - 2) home assistant package – arranging and covering the costs of home help at the Insured's place of residence in Poland. The following shall be covered: assistance in preparing meals, doing small shopping, cleaning the house: dry and wet cleaning of floors, dust removal from furniture and windowsills, vacuuming carpets and rugs, cleaning the bathroom, washing the dishes, cleaning the sink, cleaning the hob, disposing of rubbish, watering flowers with the use of means and equipment provided by the Insured; the costs of purchases made on the Insured's instructions shall be covered by the Insured.
The service shall be organised at the request of the Insured who has suffered an accident, the consequence of a chronic disease or a sudden illness during the trip, during the insurance period and if WARTA has organised medical transport of the Insured to a medical facility in the territory of the Republic of Poland. WARTA shall cover the costs of a home assistant up to a limit of PLN 500 for a maximum of 2 weeks. The service is available from the date of transport to the Republic of Poland or from the date of completion of hospitalisation in a medical facility in the Republic of Poland;
 - 3) search and rescue – organising and covering the costs of search and rescue in the mountains, on land and on water by reporting to the specialised rescue services, which will decide on

- the initiation of the rescue operation, how and when it will be carried out. The period from the report of the Insured's disappearance to the specialised rescue service carrying out the search until the Insured is found or the rescue service decides to cease the search operation is considered to be a search.
- Rescue shall be deemed to be the provision of emergency medical assistance rendered from the moment the Insured is found until the Insured is transported to the point of medical care or a safe place indicated by the emergency services;
- 4) emergency medical assistance – providing first medical advice by telephone on the basis of information received from the Insured and, if necessary, arranging medical assistance, the cost of which is covered under the sum insured for medical expenses;
 - 5) earlier return of the Insured – organisation and coverage of the costs of the return of the Insured and the Insured's relatives travelling together covered by the same WARTA TRAVEL insurance contract to the Republic of Poland or to the country of permanent residence in the event of:
 - a) illness or accident endangering the life of a relative of the Insured,
 - b) death of a relative of the Insured. The costs of such early return by means of transport chosen by the COK are only covered if the previously planned means of transport cannot be used.
 If the transport is arranged by the Insured, WARTA shall cover the costs of transport up to the cost it would have incurred in arranging transport to the Republic of Poland.
 - 6) return of the Insured's relatives – organisation and coverage of the costs of the return of the Insured's relatives travelling together with him/her and covered by the same WARTA TRAVEL insurance contract, and the costs of accommodation at a location indicated by the COK for a maximum period of 10 days, in the case of the Insured's hospitalisation, isolation or necessity to return to his/her place of residence or a medical facility in the Republic of Poland or country of permanent residence, confirmed by a written recommendation of the attending physician. The costs of return of relatives to the Republic of Poland by means of transport chosen by the COK and the costs of accommodation are only covered if the previously planned means of transport or accommodation could not be used. If the Insured's country of residence is a country other than the Republic of Poland, WARTA shall cover the costs of transport up to the cost it would have incurred in arranging transport to the Republic of Poland;
 - 7) extension of coverage by 48 hours – extension of the insurance coverage without an additional premium, not to exceed 48 hours, in the event of a delay in the Insured's return from a trip for reasons which are exclusively documented with the following:
 - a) illness or personal accident suffered by the Insured or a person close to the Insured travelling together with him/her and covered by the same WARTA TRAVEL policy,
 - b) cancellation or delay of the means of transport by coach or rail, air or water, due to severe weather conditions,
 - c) failure or accident of the means of transport by coach or by rail, air or water,
 - d) a strike by carrier or airport personnel,
 - e) a fortuitous event at the place of stay or a related rescue operation preventing the Insured from returning as planned.
 The condition for extending the coverage is that the Insured notifies the COK and documents the reasons as indicated above before the expiry of the insurance period stated in the policy;
 - 8) continuation of the trip – if the Insured is a participant in a tourist or business trip, the programme of which provides for a change of the place of stay of the participants, WARTA shall organise and cover the costs of the Insured's travel from the place of sudden illness or personal accident to the next place according to the trip plan in order to enable the Insured to continue the trip. The costs of continuing the planned trip by the means of transport chosen by the COK shall be covered if the Insured's health condition, according to the assessment of a COK doctor, allows the continuation of the trip;
 - 9) care for minor children – arranging and covering the costs of:
 - a) overnight accommodation for a guardian travelling together with a minor child at a place indicated by the COK, in the event that the child requires hospitalisation in connection with a covered event,
 - b) the care of a minor child in the country of the place of the event or the return of the child to his/her place of residence or country of permanent residence, in the event that the Insured, being the sole guardian of the child travelling together with him/her, requires hospitalisation or transport to the Insured's place of residence or country of permanent residence.
 If the Insured's country of permanent residence is a country other than the Republic of Poland, WARTA shall cover the costs of transport up to the cost it would have incurred in arranging transport to the Republic of Poland.
 - 10) substitute driver service – organisation and covering of the costs of hiring and transport of a driver who will bring the Insured and his/her accompanying persons in the car in which they travelled together from the place of stay to the place of residence or country of permanent residence in case his/her state of health confirmed in writing by the attending physician does not allow him/her to drive a car and the person accompanying the Insured cannot drive a car. In the event that the Insured returns by another means of transport, the COK will arrange and pay the costs of hiring and transporting a driver to bring the car in which the Insured was travelling back to his/her place of residence or country of permanent residence. If the Insured's country of permanent residence is a country other than the Republic of Poland, WARTA shall cover the costs of transport up to the cost it would have incurred in arranging transport to the Republic of Poland.
 - 11) visit of the Insured by a designated person – organisation and covering of the costs of travel to and from the place of stay of the Insured by a means of transport chosen by the COK and the costs of accommodation in a place indicated by the COK during a period not exceeding 10 days for one adult person designated by the Insured and residing in the Republic of Poland or the country of permanent residence of the Insured. The costs of a visit by a person designated by the Insured shall be covered if the Insured's health condition endangers his/her life and does not allow him/her to return to his/her place of residence in the territory of the Republic of Poland or the country of permanent residence, or if hospitalisation in the country of the occurrence of the event is expected to last longer than 10 days. As part of this service, instead of visits by the designated person, the costs of accommodation for an accompanying person at a location specified by the COK may be covered, provided that the previously booked and paid accommodation cannot be used;
 - 12) accommodation during convalescence – organisation and payment of the costs of the Insured's accommodation at a place indicated by the COK for a period not exceeding 10 days, if the attending physician or a COK doctor recommends convalescence;
 - 13) assistance with translation/interpretation from English into Polish and vice versa in medical matters – organisation and coverage of the costs of translation/interpretation assistance – if the Insured requires assistance in connection with a sudden illness, exacerbation of a chronic disease or an accident covered by insurance, WARTA provides telephone assistance by the COK with translation/interpretation from English to the extent necessary to provide medical assistance; the assistance does not include translation of medical documentation;
 - 14) elements package – reimbursement of costs incurred in the event of the occurrence of: avalanche, volcanic eruption or tsunami, directly threatening the health or life of the Insured, at the Insured's place of stay, up to the limit of 5,000 PLN, covering:
 - a) transport of the Insured from the place where the avalanche, volcanic eruption or tsunami occurred to a place allowing him/her to return to Poland or the country of his/her permanent residence,
 - b) accommodation costs, for a maximum of 5 days, in the event that it is not possible to get out of the place where the avalanche, volcanic eruption or tsunami occurred, if the previously booked accommodation cannot be used,
 - c) the extension of the insurance coverage for the period of accommodation indicated in point b, provided that the COK is notified before the expiry of the insurance period stated in the policy and where the period of accommodation exceeds the insurance period;
 - 15) pandemic package – organisation and coverage of costs of isolation of the Insured and quarantine of persons travelling together insured under the same policy during the trip, during the insurance period, after crossing the border of the Republic of Poland or the country of permanent residence. WARTA shall cover the costs of accommodation and meals (with the exception of alcoholic beverages) up to a limit of PLN 5,000 per each Insured;

- 16) pet travel package – includes reimbursement (up to the sum of PLN 5,000 for one and all pets travelling with the Insured) of:
 - a) veterinary services related to the treatment of the pet accompanying the Insured during the trip in connection with an accident to the pet, which are necessary in the opinion of the veterinary surgeon to save the health or life of the pet. Treatment costs include:
 - stay and treatment at a veterinary facility,
 - examinations, treatments and surgeries ordered by the veterinary surgeon,
 - purchase of essential medicines and/or dressings prescribed by the veterinary surgeon,
 - b) euthanasia (putting the pet to sleep) – when a veterinarian has confirmed in writing that the pet's condition caused by the accident is incurable and therefore it is necessary to shorten its suffering without delay,
 - c) transport of the pet to a veterinary facility for medical assistance after an accident involving the pet, and from the veterinary facility to the place of accommodation abroad after medical assistance has been provided,
 - d) the cost of cremation and/or burial in the country where the event covered by insurance occurred,
 - e) a pet hotel:
 - during a trip abroad of the Insured with a pet, up to the limit of PLN 1,000, if the Insured travelling with a pet and having sole custody of it during the same trip loses the ability to take care of the pet as a result of an accident, a sudden illness or the consequence of a chronic disease of the Insured, confirmed by medical documentation,
 - in the Republic of Poland or in the country of permanent residence of the Insured, up to the limit of PLN 1,000, in a situation where the Insured returns to his/her place of residence from a trip at a later date than originally planned, in connection with the following: an accident confirmed by medical documentation, a sudden illness or the consequence of a chronic disease, which occurred to the Insured or a co-insured under the same WARTA Travel policy. The benefit includes the placement of the pet in a pet hotel or an extension of its stay.

Personal accident insurance

Article 5

1. The subject of insurance covers the consequences of accidents occurring during the insurance period.
2. The insurance coverage includes the following:
 - 1) death of the Insured resulting from an accident occurring during the insurance period;
 - 2) permanent bodily injury resulting from an accident occurring during the insurance period.
3. WARTA shall pay benefits within the limits of the sums insured specified in the insurance contract covering:
 - 1) death of the Insured – the amount of the benefit is 100% of the sum insured;
 - 2) permanent bodily injury – the amount of the benefit shall correspond to the percentage of permanent health impairment assessed by WARTA's doctors in relation to the sum insured under accident insurance on the basis of the "Table of standards for assessment of percentage of permanent health impairment of TUIR "WARTA" S.A.", which is available on the website www.warta.pl.

Third party liability

Article 6

1. The insurance covers third party liability of the Insured for bodily injury and property losses caused by a tortious act to third parties during a trip in connection with the performance of activities in private life, during the insurance period, which the Insured is obliged to remedy according to the law.
2. Within the limits of the sum insured specified in the insurance contract, WARTA shall assume the liabilities arising from the Insured's third party liability towards persons to whom he/she has caused loss by tort.
3. If the insurance coverage is extended to include risks related to winter sports, the insurance shall additionally cover liability for losses to property caused by the Insured in the ski/snowboard equipment rented by him/her during the trip.
4. Within the limits of the sum insured, WARTA shall also bear the costs of:
 - 1) fees for experts appointed with the consent of WARTA in order to determine the circumstances and size of loss;
 - 2) court defence against the claims of the injured party in a dispute conducted in line with the recommendations of WARTA;
 - 3) defence if, as a result of the event giving rise to the Insured's liability, criminal proceedings are instituted against the Insured as the perpetrator of the loss and WARTA has agreed to cover such costs.

Travel luggage

Article 7

1. The insurance covers travel luggage, i.e. items of personal use (including suitcases, bags, backpacks in which these items are carried), electronic equipment and sports equipment owned by the Insured or in his/her possession and for his/her use during the trip.
2. If the insurance coverage is extended to include winter sports, the insurance additionally covers:
 - 1) documented costs of renting cross-country skis, downhill skis, snowboards in case the Insured is deprived of the use of his/her equipment, insured under these GTC (within the scope of travel luggage), for the reasons and in the circumstances specified in paragraphs 4 and 5;
 - 2) documented costs of a ski pass entitling the holder to use the ski lifts and to attend a ski or snowboard school. WARTA shall be liable for the Insured's inability to use the ski pass – due to the Insured's health condition caused by an accident, a sudden illness or the consequences of a chronic disease during the trip covered by the insurance.
3. WARTA shall pay damages for loss of travel luggage due to the following documented instances:
 - 1) burglary or robbery;
 - 2) loss while in the care of a professional carrier;
 - 3) the Insured's inability to look after his/her luggage and secure his/her luggage in connection with a sudden illness or accident confirmed by medical documentation;
 - 4) accident or catastrophe of a means of transport (public transport and motor vehicles) and the rescue operation related to these events.
4. Burglary is understood as an action involving the unlawful taking of an insured object for the purpose of appropriation, from a locked room or vehicle, after the removal of existing protection, using physical force or tools, and with respect to a vehicle also after the removal of electronic protection devices.
5. Robbery shall mean the taking of property with the use of physical violence or the threat of its immediate use against the Insured or putting the Insured into a state of unconsciousness or defencelessness.
6. WARTA shall pay damages for damage to or destruction of travel luggage as a result of:
 - 1) a fortuitous event;
 - 2) an accident confirmed by medical documentation;
 - 3) accident or catastrophe of a means of transport (public transport and motor vehicles) and the rescue operation related to these events;
 - 4) damage to or destruction of travel luggage by a professional carrier when the Insured has entrusted it to a professional carrier for carriage on the basis of a confirmation of luggage forwarding.
7. Delayed delivery of luggage – WARTA shall reimburse expenses incurred in connection with delayed delivery of travel luggage in the event of delayed delivery of luggage by a professional air carrier, calculated from the 5th hour from the Insured's arrival at the destination of the trip; WARTA shall reimburse the Insured for documented expenses incurred up to the time of delivery of the luggage for the purchase of items necessary for personal use: clothing and toiletries.
8. Documented delay or cancellation of a scheduled flight – WARTA shall reimburse the expenses incurred by the Insured in connection with the documented delay or cancellation of a flight. Necessary and documented expenses incurred up to the time of departure are reimbursed: the cost of meals (excluding alcoholic beverages), accommodation and items necessary for personal

use (clothing, toiletries) not covered by the professional carrier. Costs shall be reimbursed in connection with the cancellation or delay of a scheduled flight for which the Insured had a valid ticket, when the flight was cancelled or delayed for reasons attributable to the air carrier or the airport, as well as due to severe weather conditions.

Damages shall be paid in the event of a delay of at least 5 hours, not exceeding the sum insured as specified in the insurance contract.

9. WARTA shall be responsible for travel luggage, provided:

- 1) it was under the direct care of the Insured;
- 2) the Insured has entrusted it to a professional carrier for carriage on the basis of a luggage forwarding document;
- 3) The insured left his/her travel luggage in a locked:
 - a) individual luggage room at a railway station or hotel or handed it over against a receipt to a luggage storage facility,
 - b) the place of his/her accommodation (excluding tent and caravan),
 - c) a vehicle (car or camper carrying up to 9 people) or a vessel that requires the use of tools or physical force to open.

Continuation of post-accident treatment in the republic of poland

Article 8

1. The insurance covers medical expenses and rehabilitation costs within the territory of the Republic of Poland related to a personal accident of the Insured that occurred during the insurance period, during a trip, outside the borders of the Republic of Poland, for which WARTA assumed liability on the basis of the contract concluded covering costs of treatment and the Insured commended medical treatment outside the Republic of Poland and the country of his/her permanent residence.
2. Coverage for costs of post-accident medical treatment in the Republic of Poland is only possible if the insurance contract is concluded together with accident insurance in line with Article 5 of the GTC.
3. The following shall be regarded as medical expenses as referred to in paragraph 1: necessary and documented expenses incurred:
 - 1) on the territory of the Republic of Poland for the continuation of the treatment started during the trip;
 - 2) within a period of no more than 6 months of the date of the event.
4. WARTA shall reimburse expenses incurred for medical treatment in the Republic of Poland, within the limits of the sum insured specified in Article 2(1)(6), including:
 - 1) tests, procedures and surgeries;
 - 2) hospitalisation;
 - 3) medical visits;
 - 4) purchase of necessary medications, dressings and orthopaedic aids prescribed by a doctor, such as: stabilisers, crutches and walking sticks, slings, splints, corsets, collars, stabilising belts,provided that they are not covered by social security or another insurance contract.
5. The rehabilitation costs referred to in paragraph 1 shall be regarded as necessary and documented expenses incurred for the Insured's visits to a rehabilitation clinic and prescribed rehabilitation procedures as well as the hire of rehabilitation equipment.
6. If the country of permanent residence of the Insured is a country other than the Republic of Poland, the costs indicated under paragraphs 1-5 may be incurred in the country of permanent residence of the Insured.

Waiver of deductible for rented vehicle

Article 9

1. The subject of the insurance is the amount of the Insured's deductible, as specified in the rental contract drawn up with the professional vehicle rental company, which the Insured has covered on his/her own within the framework of the rental contract, in connection with the occurrence of damage to the vehicle as a result of a collision or traffic accident during the trip.
2. The object of the rental can be one vehicle: a car or camper van (not older than 10 years, up to 3.5 t gross weight, carrying up to 9 persons).
3. We will consider a road traffic collision to be any road traffic event involving only property losses. A collision is referred to when the following occurs:
 - 1) contact, damage to a vehicle/vehicles as a result of one of the drivers failing to exercise due caution;
 - 2) hitting a pedestrian, striking a pet;
 - 3) an incident involving a cyclist or other road user, pet;
 - 4) other traffic situations causing a risk to road safety (also damage to a tyre or the windscreen);
 - 5) minor incidents in a car park, such as: scratches and scuffs on the car body, dented doors or wings, damaged side mirrors, broken headlights.
4. A road traffic accident is an event occurring in land traffic caused by an unintentional infringement of the safety rules in force in that traffic, resulting in damage to a vehicle and the death of one of the participants or bodily injury causing a violation of bodily organ functions or disorder of health lasting longer than 7 days.

Safe home package

Article 10

1. The insurance covers household movables, i.e. objects belonging to the Insured or persons remaining in a common household with the Insured, such as:
 - 1) electronic, audiovisual, photographic, computer and telephone equipment and musical instruments;
 - 2) access devices to the Internet, television, telephony, portable satellite navigation devices;
 - 3) furniture;
 - 4) household appliances;
 - 5) elements of interior decoration;
 - 6) lighting equipment;
 - 7) clothing, footwear;
 - 8) household goods.
2. During the Insured's travel outside the borders of the Republic of Poland, WARTA shall pay damages for the loss of household movables as a result of burglary from the house or flat constituting the Insured's place of residence in the Republic of Poland.
3. Burglary shall be deemed to be the unlawful taking of an object from closed premises for the purpose of its appropriation after the removal of existing anti-burglary protection of the house, flat using physical force or tools that leave traces of burglary or after opening the external door of the house/flat with the original key that the perpetrator obtained by burglary into another room, provided that the opening took place immediately after obtaining the keys in the manner described above.
4. Burglary is also considered to be the destruction of anti-burglary protection directly related to the attempted or committed burglary.
5. The insurance coverage shall commence at the time the Insured leaves his/her place of residence in the territory of the Republic of Poland, not earlier, however, than at the beginning of the insurance period indicated in the policy, and shall end upon the Insured's return to his/her place of residence, no later than at midnight on the day indicated in the insurance policy as the day on which the insurance coverage ends.

**CHAPTER III
EXCLUSIONS OF LIABILITY**

General exclusions

Article 11

1. WARTA shall not be liable for events and costs arising from:
 - 1) wilful misconduct or gross negligence of the Insured, unless in the case of gross negligence of the Insured the disbursement of damages corresponds in the given circumstances to reasons of equity, excluding personal accident insurance;

- 2) bodily injury or health disorder caused by medical treatment or surgeries, irrespective of the fact by whom they were performed;
 - 3) bodily injury, health disorder resulting from termination of pregnancy (except in the case of ectopic pregnancy), artificial insemination or any other treatment for infertility or reduced fertility;
 - 4) the Insured being under the influence of drugs or other intoxicants, psychotropic substances or substitute substances within the meaning of the Act on Counteracting Drug Addiction;
 - 5) the Insured's driving of any means of transport without the necessary authorisations required by the law of the country concerned, unless this did not affect the occurrence of the loss;
 - 6) acting in contravention of local laws and prohibitions by local authorities;
 - 7) attempted or committed crime by the Insured;
 - 8) attempted suicide by the Insured;
 - 9) mental disorders of the Insured;
 - 10) professional sporting activities;
 - 11) practising the sport of MMA;
 - 12) participation in research, scientific or sporting expeditions to the polar zones;
 - 13) participation in any type of Himalayan or Karakoram expedition, doing any type of trekking or mountaineering in the Himalayas or Karakoram.
2. WARTA shall also not be liable events that occurred:
 - 1) outside the insurance period indicated in the policy;
 - 2) in the country in which the Insured has lived for one year or more at the time of concluding the insurance contract, for purposes other than study or secondment for work by a company established in the Republic of Poland.
 3. WARTA shall not pay a benefit where the benefit payment would expose TUIR "WARTA" to any commercial or economic sanctions, prohibitions or restrictions imposed by mandatory legislation, including UN resolutions, European Union regulations, or decisions of authorised bodies of the United Kingdom or the United States of America.

Specific exclusions

Article 12

1. In the insurance of medical expenses and assistance WARTA shall not be liable for costs arising as a result of:
 - 1) the existence of medical contraindications to travel for health reasons;
 - 2) the existence of indications for surgery or treatment prior to departure;
 - 3) planned treatment, including: procedures, surgeries, examinations, diagnostic tests, cost of medicines;
 - 4) childbirth and related treatment or care of the mother or child if it occurred later than 32 weeks of pregnancy;
 - 5) above-standard, additional medical care including care by the head of the ward, as well as the use of a premium or individual room, above-standard meals, Internet access, TV access, etc.;
 - 6) non-compliance by the Insured with the recommendations of the treating physician.
2. WARTA shall not be liable for the following medical expenses:
 - 1) exceeding the extent necessary to restore the health condition making it possible to return or transport the Insured to his/her place of residence in the Republic of Poland or country of permanent residence or to a medical facility in the territory of the Republic of Poland or in the country of permanent residence;
 - 2) in the country of permanent residence of the Insured and the Republic of Poland subject to Article 8, the exclusion shall also apply to the costs of assistance services subject to Article 4(3)(2) and (16)(e) second bullet point;
 - 3) chronic diseases;
 - 4) diseases resulting from HIV infection and sexually transmitted diseases, irrespective of the mode of infection;
 - 5) plastic surgery;
 - 6) dental: preventive, prosthetic and orthodontic expenses;
 - 7) treatment on their own or by a doctor who is a relative of the Insured;
 - 8) preventive care such as protective vaccinations, preventive and periodic examinations;
 - 9) in the form of: chiropractic treatments, acupuncture, cryotherapy, physical therapy, outpatient rehabilitation.
3. In addition, WARTA shall not be liable for delays or inability to provide assistance services if this is caused by: fortuitous events, failure or absence of telecommunications equipment and force majeure, i.e.: strikes, social unrest, riots, acts of terrorism, sabotage, acts of war, state of emergency, radioactivity, as well as restrictions resulting from decisions of local authorities.
4. If the circumstances referred to in paragraph 3 occur, WARTA shall refund the documented costs incurred by the Insured up to such an amount as if it organised the assistance services itself.
5. Subject to paragraph 4, WARTA shall not be liable for events and costs when the Insured acted without prior approval by the COK with the exclusion of the following costs:
 - 1) transport from the place of the accident or sudden illness;
 - 2) transport of the Insured's corpse;
 - 3) search and rescue;
 - 4) the elements package;
 - 5) pet travel package,listed in Article 4(3)(1)(a) and (f), Article 4(3)(3) and Article 4(3)(14)(a) and (b) and Article 4(3)(16).
6. WARTA shall also not be liable for costs arising from events related to:
 - 1) practising winter sports;
 - 2) practising extreme sports;
 - 3) performing high-risk work;
 - 4) hostilities,insofar as the insurance contract has not been extended to cover the above risks.
7. WARTA does not include the following protection in the pet travel package:
 - 1) sudden illness of the pet, including resulting from the treatment of chronic diseases, the consequences of chronic diseases or malformations, and planned treatment of the pet;
 - 2) disorder to the pet's health, including sudden illness or injury occurring during or as a result of the transport of the pet entrusted to a professional carrier;
 - 3) impairment of the pet as a result of an accident and permanent bodily injury;
 - 4) disorder to the pet's health, if the Insured did not take care of the pet and/or left the pet in a closed or unsuitable room or in a public place (e.g. in a hotel, camper, cabin, closed car or by a shop, restaurant);
 - 5) animals used for special purposes in accordance with the Act on the Protection of Animals – these are animals whose professional training and use is carried out on the basis of relevant regulations, regulating detailed principles of operation of the units of the Armed Forces of the Republic of Poland, the Intelligence Agency, the Police, the Border Guard and other formations subordinate to the minister in charge of internal affairs, the National Fiscal Administration and rescue;
 - 6) pets accompanying the Insured during winter sports and/or extreme sports, as well as those taking part in fights or races or used in sleighs;
 - 7) pets involved in hunting.

Article 13

1. In personal accident insurance, WARTA shall not be liable for losses resulting from events related to:
 - 1) practising winter sports;
 - 2) practising extreme sports;
 - 3) performing high-risk work;
 - 4) hostilities,insofar as the insurance contract has not been extended to cover the above risks.
2. WARTA's liability does not include compensation for pain, physical and moral suffering.

Article 14

1. In third party liability insurance, WARTA shall not be liable for losses arising from and caused:
 - 1) the use or driving by the Insured of flying and floating vehicles, machines or devices (excluding small floating equipment such as paddle boats, canoes, pedal boats, dinghies, surfboards, windsurfing boards, kitesurfing boards and other human-powered floating equipment, the use of which does not require the extension of medical expenses to extreme sports);

- 2) to property used by the Insured on the basis of a contract of hire, lease, lending, storage, leasing or any other unnamed contract of a similar nature, except for hotel, resort, private accommodation providing tourist services and, in the case of the winter sports extension, except for rented ski/snowboard equipment;
- 3) as a result of the performance of work, apprenticeship;
- 4) as a result of hostilities, state of emergency and participation in riots, disturbances, fights and public disorders of any kind (except acting in necessary defence);
- 5) in connection with the practising of extreme sports;
- 6) by the Insured in the natural environment;
- 7) as a result of transmission by the Insured of tropical and infectious diseases (including HIV);
- 8) as a result of transmission of any disease by pets owned by or in the care of the Insured;
- 9) as a result of possession and use by the Insured of weapons of any kind;
- 10) in the Republic of Poland and in the country of permanent residence of the Insured.

2. WARTA shall not be liable for losses as follows:

- 1) imposed fines, administrative or judicial penalties and other penalties of a pecuniary nature, including punitive damages;
 - 2) pure financial loss, i.e. not being damage to property or bodily injury;
 - 3) losses suffered through the fault of the Insured by relatives or persons living in the same household or insured under the same insurance contract concluded under these GTC.
3. WARTA shall not be liable for costs incurred in the event of events related to the practising of winter sports, unless the insurance contract has been extended to cover this risk.

Article 15

1. In travel luggage insurance, WARTA shall not be liable for the following losses:

- 1) resulting from normal wear and tear of the insured objects, spontaneous combustion, break down and leak, scratches or with respect to breakable goods or in glass packaging – breakage or lost value of the damaged object, regardless of the circumstances in which they arose;
- 2) as a result of events related to:
 - a) practising winter sports,
 - b) practising extreme sports,
 - c) hostilities,
 insofar as the insurance contract has not been extended to cover the above risks.

2. WARTA shall also not be liable for:

- 1) documents, manuscripts, cash and securities, passbooks and savings vouchers, transport tickets, credit cards;
 - 2) works of art, collectors' items, precious metals in scrap and bars, jewellery, precious and semi-precious stones and precious organic substances;
 - 3) musical instruments, objects of scientific, artistic or collection value (e.g. postal stamps, numismatics and collections thereof), and all kinds of armaments;
 - 4) items used exclusively for business or official duties;
 - 5) electronic equipment carried in the luggage compartment as checked luggage, entrusted to a professional carrier for carriage, unless the carrier's rules allowed it.
3. In the event of flight cancellation or delay, charter flights are not covered.
4. In the situation of delayed delivery of the luggage, after the Insured's return to the Republic of Poland or the country of permanent residence, WARTA shall not be liable for the purchase of any items including those necessary for personal use.
5. In the situation of cancellation or delay of the Insured's flight from the Republic of Poland or the country of his/her permanent residence to travel, WARTA shall not be liable for costs related to the delay or cancellation of the flight.

Article 16

In insurance for the continuation of post-accident treatment in the Republic of Poland, WARTA shall not be liable for costs incurred for:

- 1) plastic surgery;
- 2) treatment and stays in sanatoriums and spas, and special diets, even if recommended by a doctor;
- 3) treatment on their own or by a doctor who is a relative of the Insured.

Article 17

1. In the insurance of the waiver of the deductible on a rented vehicle, WARTA shall not be liable for losses caused by:

- 1) committing a crime or attempting to commit a crime intentionally by the Insured;
- 2) self-mutilation, suicide or attempted suicide by the Insured;
- 3) hostilities, state of war, state of emergency, nuclear explosion, spills, pollution, contamination, nuclear reaction, contamination caused by nuclear weapons or radioactivity;
- 4) natural disasters;
- 5) strikes, social unrest, riots, civil commotion, acts of terrorism, sabotage;
- 6) driving the rented vehicle by the Insured in a state under the influence of alcohol, intoxicants, psychotropic substances or substitute drugs within the meaning of the provisions of the Act on Counteracting Drug Addiction, unless this did not affect the occurrence of the loss;
- 7) driving the vehicle by a person other than the Insured named in the vehicle rental contract.

2. WARTA shall also not be liable in the following cases:

- 1) filling up with a wrong fuel;
 - 2) loss, misplacement or locking of the vehicle key;
 - 3) natural wear and tear of vehicle components;
 - 4) damage to the vehicle interior;
 - 5) theft of a vehicle;
 - 6) incorrect attachment or use of any type of luggage rack and trailer, semi-trailer;
 - 7) damage caused by the load or luggage being carried.
3. The following rented vehicles are not covered: those used for the transport of goods and passengers in the course of a business activity, as well as those used in races, rallies (including off-road rallies), speed trials or training, for driving lessons.
4. Motorbikes, mopeds, scooters, electric scooters, electric bicycles are not covered.

Article 18

1. WARTA shall not be liable for items in the safe home package:

- 1) to which the Insured does not hold legal title;
- 2) used exclusively for business, commercial, manufacturing or service activities;
- 3) located at properties under construction;
- 4) located on uncovered balconies, loggias, terraces and ancillary premises, e.g. cellars, basements as well as in detached garages, summer houses, other buildings or structures.

2. WARTA shall also not be liable for losses consisting of:

- 1) destruction or damage in the form of: scratches, crushing, deformation, staining or change in colour;
- 2) loss of an insured object due to its loss, sale, donation, exchange, fraud.

**CHAPTER IV
DUTIES OF THE INSURED**

General duties of the insured

Article 19

In the event of a loss, the Insured shall be obliged to:

- 1) notify the COK (whose contact details, including: telephone number, e-mail address, mailing address, are included in the insurance document) of the event immediately after the occurrence of the event or after becoming aware of it, but no later than within 7 days after the reasons preventing an earlier notification of the loss ceased to exist;
- 2) follow the instructions given by a COK employee, and in particular submit to WARTA a notification of loss together with documents confirming the occurrence of the event and the legitimacy of claims;
- 3) provide all available information needed for assistance with regard to assistance services and medical costs, in particular the first and last name, policy number, place of stay and telephone number where the COK can contact the Insured or his/her representative, a brief description of the event covered by the assistance insurance and the type of assistance needed;

- 4) follow WARTA's instructions and provide WARTA with information and powers of attorney as may be required to adjust the loss correctly,

Specific duties of the insured

Article 20

1. In the event of a loss in medical expenses and assistance insurance or personal accident insurance, the Insured shall be obliged to:

- 1) seek immediate medical assistance (in the case of medical expenses insurance, use the public health service if possible or notify the COK immediately to obtain appropriate medical assistance);
 - 2) obtain full medical documentation, including a diagnosis (medical diagnosis), justifying the need for immediate medical services, including: examinations, procedures, surgeries, diagnostic tests, medications and dressings both during outpatient treatment and hospitalisation;
 - 3) secure evidence relating to the sudden illness, the consequences of a chronic disease or an accident to substantiate the claim, e.g.: proof of the need for immediate treatment or assistance services, receipts, proof of payment for medical assistance, assistance services and purchased medications and dressings allowing identification of the person to whom the costs refer, evidence of the circumstances of the event (e.g. a police report);
 - 4) provide documentation of previous treatment at the request of WARTA;
 - 5) provide full medical documentation of post-accident treatment and documentation from before the accident (for accident insurance claims);
 - 6) upon instructions of WARTA, undergo medical examination by a doctor designated by WARTA or clinical observation (in personal accident insurance to determine permanent bodily injury).
2. 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.
3. In the event of damage under the pet travel package, the Insured is obliged to provide:
- 1) medical documentation confirming the necessity of treating the pet in connection with the accident, including information on the pet's state of health with a description of the wounds and injuries, their effects and medical documentation on the course of post-accident treatment including a description of the stages of treatment and the procedures performed;
 - 2) the pet's health booklet, and in the case of joint travel with the Insured also: the pet's passport, documents confirming the pet's up-to-date vaccinations, documents allowing the pet to cross the border;
 - 3) a veterinary certificate confirming the need to euthanasia the pet;
 - 4) a veterinary certificate confirming the date and cause of death of the pet;
 - 5) documents confirming cremation and/or burial in the country of the event;
 - 6) receipts, invoices for:
 - a) medical services provided,
 - b) prescribed and purchased medicines and/or dressings,
 - c) the costs of euthanasia, cremation and/or burial in the country of the incident,
 - d) the costs of transporting the pet to and from the veterinary facility,
 - e) pet hotel.

Article 21

In the event of a loss under third party liability insurance, the Insured shall be obliged to:

- 1) apply all means available to prevent the loss or reduce the size of the loss;
- 2) draft a report/statement detailing the circumstances of the loss;
- 3) seek to identify witnesses to the event;
- 4) follow the instructions given by a COK employee and, in particular, submit to WARTA a completed and signed form for notification of loss and provide written information on the circumstances and causes of the loss, attaching the necessary documents concerning the circumstances of the event and his/her own statement regarding his/her responsibility for the loss;
- 5) promptly, but no later than 3 days of receipt of a claim for damages from a third party, notify WARTA in writing thereof;
- 6) notify WARTA in writing if criminal, administrative or other proceedings have been initiated against him/her or if a third party has brought a claim in court;
- 7) at the request of WARTA, provide additional explanations and evidence in his/her possession needed to establish the circumstances of the event and allow an investigation to take place;
- 8) communicate to WARTA the decision of the court in the case related to the event out of which his/her liability arises, in time to allow WARTA to take a position on making an appeal.

Article 22

In travel luggage insurance, the Insured shall be obliged to:

- 1) in the event of burglary or robbery, notify the local police authority immediately after the event has taken place, as well as the staff of the means of transport, the luggage storage facility or the car park, if the theft has taken place from premises under their supervision, and obtain written confirmation of the report, specifying the items lost;
- 2) in the event of the loss of travel luggage entrusted to a professional carrier with proof of delivery, report the fact of the loss immediately upon its discovery, to the airport staff, train manager, etc., and obtain a loss report detailing the lost items, and also obtain from the carrier a document certifying the amount of reimbursement to the Insured;
- 3) in the event of damage to or destruction of travel luggage:
 - a) use all means available to him/her to prevent or reduce the extent of the loss,
 - b) safeguard the damaged or destroyed items to be submitted for inspection by a WARTA representative,
 - c) by a professional carrier – report this to the airport staff or the carrier and obtain a document confirming the nature and extent of the damage, e.g. a Property Irregularity Report (PIR), and provide confirmation that the luggage has been checked in;
- 4) in the event of damage to luggage caused by an accident or a catastrophe in the means of transport, obtain a memo, police report or other document issued by the police confirming the occurrence of the event.
- 5) in the event of a delay in the delivery of the luggage, to report this fact to the carrier and to obtain from him the documents proving the delay and the time of delivery of the luggage by the carrier to the destination or place of stay of the Insured;
- 6) in the event of a flight cancellation or delay, obtain documents from the carrier confirming the cancellation or delay of the flight, specifying the cause and duration of the delay;
- 7) in the event of a request for reimbursement of the cost of a ski pass, obtain medical documentation, including medical diagnosis, justifying the inability to use the pass, confirming the occurrence of an accident, a sudden illness or the consequences of a chronic disease, as well as documentation providing information on the period of validity of the pass, its cost and the number of persons it covered;
- 8) document the possession of the lost or damaged items – by presenting proof of purchase, warranties, manuals, packaging, etc. and, if damaged, additionally send photographs proving the extent of the damage;
- 9) in the event of a delay or cancellation of a scheduled flight, document the costs of accommodation, meals and the purchase of items necessary for personal use (clothing, toiletries);
- 10) in the case of delayed luggage delivery, document the expenses incurred for the purchase of personal items (clothing and toiletries).

Article 23

In the event of a loss in the insurance of the continuation of post-accident treatment in the Republic of Poland, the Insured shall be obliged to:

- 1) provide full medical documentation of the post-accident treatment carried out immediately after the accident as well as its continuation at the Insured's place of residence in the Republic of Poland constituting medical history;
- 2) submit to WARTA the bills for the medical assistance provided and the costs indicated in Article 8(3) and (4) together with the evidence of payment of the costs specified therein.

Article 24

In the event of a loss in the insurance of the waiver of the deductible in the rented vehicle, the Insured shall be obliged to deliver the following to WARTA:

- 1) vehicle rental contract;
- 2) a handover report stating the condition of the vehicle, drawn up by a professional vehicle rental company (rent-a-car company) and signed by both parties (including the Insured) at the time of rental and return;
- 3) a document in which the deductible has been determined, or a confirmation that funds have been blocked on a payment card, which will document the deductible to be borne by the Insured in the case of a covered event;
- 4) confirmation from the Police of the occurrence of a collision or traffic accident or a report drawn up by a professional vehicle rental company (rent-a-car company), and signed by the Insured when the rented vehicle was returned;
- 5) confirmation of payment of the deductible by the Insured after the occurrence of the loss, together with confirmation of the amount paid.
- 6) confirmation and documentation from a professional vehicle rental company (rent-a-car company) of the amount of the deductible that was charged and collected in connection with the loss.

Article 25

In the event of a loss safe home package, the Insured shall be obliged to:

- 1) use the measures available to him/her to rescue the subject of insurance and to prevent or reduce the size of the loss;
- 2) immediately, within 12 hours of the discovery of the incident, notify the local police authority of any case of burglary and report a list of lost (destroyed or damaged) items, specifying their number, value, manufacturer, etc.;
- 3) document possession of the lost items by presenting proof of purchase, warranties, manuals, packaging, etc.

CHAPTER V GENERAL PRINCIPLES TO BE FOLLOWED IN CASE OF LOSS

Article 26

1. If due to wilful misconduct or gross negligence, the Insured failed to report the loss within the timeframe specified in Article 19(1) of these GTC, WARTA may reduce the damages accordingly if such failure resulted in an increased loss or prevented WARTA from determining the circumstances and effects of the event.
2. In the event of failure to fulfil other obligations referred to in Article 19(2-4) as well as in Article 20, Article 21(2-8), Article 22(1-2), (3)(b-c), (4-7), (9-10), Article 23-24, Article 25(2-3) of these GTC, WARTA may refuse to pay damages or reduce damages adequately, if such failure influenced determination of circumstances of the event, liability of WARTA or determination of the extent of the loss.
3. If as a result of wilful actions or gross negligence, the Policyholder failed to apply the means specified in Article 21(1), Article 22(3)(a) and Article 25(1), the insurer shall not be liable for any resultant losses.
4. 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 in connection with the accident or illness.
5. WARTA may refuse to pay damages or reduce the damages if the Insured or his/her statutory representative or the entities that provided the Insured with medical assistance, referred to in paragraph 4, refuse to provide their respective consent, if the above affected the confirmation of the existence or scope of its liability.
6. If, in connection with a loss under private life third party liability insurance, WARTA has recommended in writing that certain measures feasible for the Insured be taken in order to prevent other events in the future, and the Insured has not complied with this recommendation, WARTA shall be entitled to refuse to pay the damages or to reduce the damages accordingly for subsequent losses arising from the same cause, unless the failure to comply with WARTA's recommendation did not affect the occurrence of the loss.
7. Satisfaction or acknowledgement by the Insured of a claim for compensation for a loss that is covered by liability insurance shall have no legal effect vis-à-vis WARTA if it has not given its prior consent.

CHAPTER VI RULES ON DISBURSEMENT OF DAMAGES

General rules on disbursement of damages

Article 27

1. Damages/benefit shall be paid within 30 days of notifying WARTA of the event.
2. If it proves impossible to clarify the circumstances necessary to establish the liability of WARTA or the amount of damages within the time limit specified in paragraph 1, the benefit shall be paid within 14 days of the day on which clarification of these circumstances became possible by exercising due diligence. WARTA shall pay the undisputed part of the damages within 30 days from the date specified in paragraph 1.
3. If WARTA fails to pay the damages within the time limits set out in paragraphs 1 to 2, it shall notify the person making the claim in writing and, in the case of a contract concluded for a third party account, the Insured, if he/she is not the person making the claim, of the reasons for its inability to satisfy the claim in whole or in part.
4. In the event of refusal to pay all or part of the damages WARTA shall inform the claimant and the Insured in writing, if the claimant is not the person making the claim, stating the circumstances, the legal basis and informing about the possibility of pursuing the claim through court proceedings.
5. Determination of the legitimacy of claims – i.e. determination of whether damages are due and what the amount should be – shall be made on the basis of the documentation submitted by the Insured, with the proviso that WARTA shall have the right to verify it and to consult specialists.
6. The translation of the loss amount as well as costs and expenses denominated foreign currencies into PLN shall be carried out according to the mean exchange rate of foreign currencies established by the President of the National Bank of Poland, valid on the day of the occurrence of the event.

Specific rules on disbursement of damages

Article 28

In medical expenses and assistance insurance:

- 1) the obligations arising from the insurance contracts shall be performed directly by WARTA for the benefit of the medical facility or other entities providing assistance to the Insured, subject to section 2;
- 2) in the event that the medical expenses are covered by the Insured / Policyholder on their own, such expenses shall be reimbursed directly to the bank account in the Republic of Poland indicated by the Insured / Policyholder, translated into PLN in line with Article 27 (6), in the amount of the costs incurred, but not more than the sum insured for medical expenses as specified in the insurance contract.

Article 29

In personal accident insurance:

- 1) in the case of prolonged treatment, the percentage of permanent health impairment shall be determined latest 24 months of the date of the personal accident;
- 2) 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.

- 3) if the Insured is disbursed one-off 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,

Article 30

In third party liability insurance:

- 1) the reasonableness and amount of damages shall be determined in line with the law applicable in the country in which the event giving rise to the Insured's liability occurred;
- 2) WARTA shall pay damages on a discretionary basis, a settlement or a final court decision;
- 3) reimbursement of legal defence costs and expert fees incurred by the Insured shall be made on the basis of bills;
- 4) WARTA's obligations shall be fulfilled in the currency of the country in which WARTA is obliged to make payments.

Article 31

In travel luggage insurance and the safe home package:

- 1) the cost of purchase of a new item of the same or similar type, of the same (or similar) make, taking into account the market prices prevailing in the territory of the Republic of Poland, up to the sum insured specified in the insurance contract, shall be taken as the basis for determining the amount of damages;
- 2) in the case of damaged items, the amount of damages shall be determined on the basis of WARTA's valuation and shall correspond to the cost of repair in accordance with the scope of loss confirmed in the loss report, and may not exceed the sum insured specified in the insurance contract, and in the case of damage to luggage by a professional carrier, may not exceed 50% of the sum insured for luggage specified in the insurance contract;
- 3) if damages are received from a third party obliged to repair the loss, WARTA shall deduct such amount from the amount of the loss suffered;
- 4) the amount of the loss in the case of failure to present documents confirming the purchase of items shall be determined on the basis of the average cost of repair or purchase of an item of the same or similar type and make, taking into account the market prices applicable in the area in question, subject to the provisions of point 2;
- 5) the following shall not be taken into account to determine the amount of the loss:
 - a) antique, collector, historical, museum value with the exception of works of art and collections,
 - b) amateur, scientific, intellectual value or personal preferences,
 - c) innovations, modernisation or improvements,
 - d) VAT, where the Insured has deducted it in line with the applicable legal regulations.

Article 32

1. In the insurance of continuation of post-accident treatment in the Republic of Poland, the reimbursement of expenses on account of the concluded contract is disbursed to the Insured in the Republic of Poland (in PLN), within the limits of the sum insured.
2. If the country of permanent residence of the Insured is a country other than the Republic of Poland, the reimbursement of expenses on account of the concluded contract shall be paid to the Insured in a foreign currency within the limits of the sum insured.

Article 33

In the insurance of waiver of deductible in a rented vehicle, if a collision or traffic accident occurs during the trip, WARTA shall pay damages in the amount of the Insured's deductible specified in the vehicle rental contract, but not more than the sum insured specified in the insurance contract.

CHAPTER VII GENERAL PROVISIONS

Conclusion of insurance contract and insurance period

Article 34

1. Unless otherwise agreed, the insurance contract shall be concluded on the basis of a written application for insurance based on information obtained from the Policyholder.
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. In the case of the conclusion of contracts by electronic means, the conclusion of the contract shall take place after prior acquaintance with the Regulations for the provision of services by electronic means.
4. WARTA shall confirm the conclusion of the contract with an insurance document (policy).
5. The insurance contract may be concluded for a maximum period of 12 months, with the proviso that an open contract may only be concluded for 12 months.
6. In the case of the conclusion of a contract in the form of an open policy, the Policyholder shall be obliged to:
 - 1) keep a record of the Insureds containing information on the dates and countries of destination of business trips taken and make it available to WARTA upon request;
 - 2) provide the Insured with confirmation of the conclusion of the insurance contract;
 - 3) provide the Insured with the GTC;
 - 4) at the request of WARTA, provide immediately information about the person taking a trip;
 - 5) by the deadline specified in the insurance document, pay the advance premium for the number of man-days declared;
 - 6) if the minimum number of man-days specified in the insurance contract is exceeded, settle the total premium within 14 days after the end of the insurance period. If the number of declared man-days is exceeded, the Policyholder shall be obliged to pay an additional premium within 14 days of the date of the invoice issued by WARTA. If the Policyholder does not use the declared number of man-days, WARTA shall return the premium calculated on the basis of the difference between the declared number of man-days and the number actually used within 14 days to the account indicated by the Policyholder.
7. The insurance period indicated in the insurance document is defined according to Polish time.
8. Unless otherwise agreed, WARTA's liability shall commence on the date specified in the insurance document as the beginning of the insurance period, but not earlier than:
 - 1) from the day following the conclusion of the insurance contract and the payment of the premium or the first instalment thereof;
 - 2) from the date and time of conclusion of the insurance contract and payment of the premium, provided that at the time of conclusion of the contract the Insured stays in the territory of the Republic of Poland.
9. If WARTA becomes liable before the premium or the first instalment thereof has been paid and the premium or the first instalment thereof has not been paid within the period specified in the insurance document, WARTA may terminate the contract with immediate effect and demand payment of the premium for the period during which it was liable. If the contract is not terminated, it will expire at the end of the period covered with such unpaid premium.
10. Subject to paragraphs 7 and 8, the liability of WARTA in respect of the insurance of:
 - 1) medical expenses, assistance, travel luggage, third party liability, continuation of post-accident treatment in the Republic of Poland, waiver of the deductible in a rented vehicle shall commence no earlier than after the Insured has crossed the border of the Republic of Poland or the country of permanent residence of the Insured, but not earlier than on the day indicated in the policy as the day of commencement of the insurance period. WARTA's liability shall end at the moment the Insured crosses the border of the Republic of Poland or the country of his/her permanent residence, no later than at 23:59 hours on the day indicated in the policy as the day of termination of the insurance period;
 - 2) related to consequences of personal accidents shall commence no earlier than after the Insured leaves his/her place of residence in the territory of the Republic of Poland or the country of his/her permanent residence in order to travel, but not earlier than on the day indicated in the policy as the day of commencement of the insurance period. The liability of WARTA shall end at the time of the Insured's return to his/her place of residence in the territory of the Republic of Poland or his/her country of permanent residence from the trip, no later than at 23:59 hours on the day indicated in the policy as the day of termination of the insurance period;
 - 3) the safe home package shall commence no earlier than after the Insured has left his/her place of residence in the territory of the Republic of Poland, but not earlier than on the day indicated

in the policy as the date of commencement of the insurance period. WARTA's liability shall end upon the Insured's return to his/her place of residence in the territory of the Republic of Poland, no later than at 23:59 hours on the day indicated in the policy as the date of termination of the insurance period.

11. Insurance contracts may be terminated by the Insured in writing with one-month notice period, starting at delivery of the termination notice.
12. In the event of the Insured's return from the trip earlier than specified in the insurance document, the insurance contract may be terminated by the Policyholder on the date of receipt by WARTA of a written notice of termination.
13. If the premium is paid by the Policyholder in instalments and the next instalment of the premium is not paid by the date specified in the insurance document, WARTA may request the Policyholder to pay, with the threat that failure to pay within 7 days of receipt of the request will result in termination of liability.
14. If the insurance contract is concluded for more than 6 months, the Policyholder may terminate the insurance contract within 30 days – and if the Policyholder is an entrepreneur – within 7 days of conclusion of the contract. If latest at the conclusion of the contract, WARTA fails to inform the Policyholder who is a consumer, of the right to terminate the contract, the period of 30 days shall run from the day of which the Policyholder who is a consumer was informed about the right.
15. 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 of notification that the contract was concluded or of the date the conclusion of the contract was confirmed, whichever is later.
16. The right to terminate the insurance contract, referred to in paragraph 15, shall not apply in the case of insurance contracts concluded for less than thirty days.
17. Withdrawal from the contract specified in paragraph 14 does not release the Policy Holder from the duty to pay the premium for the period during which WARTA provided insurance coverage.
18. WARTA's liability shall end:
 - 1) on the last day indicated in the insurance contract as the end of the insurance period, subject to Article 4(3)(7) and Article 4(3)(14)(c);
 - 2) on the date of payment of damages/ benefits in an aggregate amount equal to the sum insured for the insurance in question;
 - 3) on the day of withdrawal from the insurance contract by the Policyholder within the timeframe referred to in paragraph 14;
 - 4) on the date of receipt by WARTA of the Policyholder's written notice of termination of the contract in the event of the Insured's return from the trip earlier than specified in the insurance document;
 - 5) on the expiry of the additional 7-day period referred to in paragraph 13;
 - 6) with immediate effect, in the event of termination of the insurance contract by WARTA in the situation indicated in paragraph 9.
19. When the insurance relationship expires before the term of the insurance contract, the Policyholder shall be entitled to receive a refund of the premium for the period of unused insurance coverage.
20. The premium to be reimbursed shall be determined for each day of unused insurance coverage, starting from the day following the expiry of the insurance relationship.

Insurance premium Article 35

1. The insurance premium shall be determined on the basis of the premium tariff in force on the date of conclusion of the insurance contract.
2. The amount of the insurance premium, including discounts and increases, shall be calculated according to:
 - 1) territorial coverage;
 - 2) subject of insurance;
 - 3) sum insured;
 - 4) the period for which the insurance contract was concluded;
 - 5) age of the Insured;
 - 6) number of insured persons;
 - 7) the number of employees and the number of man-days (for annual contracts concluded as an open policy).
3. On the basis of an analysis of the previous insurance record and a risk assessment, special discounts/increases may be applied.
4. If the insurance contract is concluded in the form of an open policy:
 - 1) the premium shall be calculated on the basis of the number of man-days declared by the Policyholder (taking into account the minimum number of man-days depending on the number of employees, as specified in the insurance contract) which remains at the disposal of the Policyholder during the insurance period;
 - 2) the premium set for the minimum number of man-days is the minimum premium per insurance contract;
 - 3) in the event of early termination of the insurance period, the minimum premium shall be reimbursed pro rata in line with the provisions of Article 34(20).

Complaints and claims Article 36

1. Complaints, grievances, including claims may be submitted to WARTA:
 - 1) in writing to: P.O. Box 1020, 00-950 Warsaw;
 - 2) in writing to the electronic delivery address: AE:PL-12869-16149-GHRES-21;
 - 3) electronically using the form www.warta.pl/reklamacje;
 - 4) by telephone at +48 502 308 308 (the call cost is in line with the operator's tariff);
 - 5) at any WARTA office, in writing delivered in person or orally for the record.
2. WARTA shall examine the complaint, grievance or claim within 30 days of its receipt and will respond in writing by post or electronically upon the request of the complainant. In particularly complex cases, the deadline for replying may be extended to 60 days, of which the person submitting the claim, grievance, complainant shall be notified in advance.
The organisational unit designated by WARTA's Management Board shall be the competent body to deal with complaints, grievances and claims.
3. The entity entitled to settle disputes out of court is:
 - 1) Court of Arbitration at the Polish Financial Supervision Authority (web site: <https://www.knf.gov.pl>);
 - 2) Financial Ombudsperson (web site: <https://www.rf.gov.pl>).

Transfer of claims to WARTA Article 37

1. Any claims of the Insured against third parties responsible for the loss shall be transferred to WARTA up to the amount of the disbursed damages. If WARTA covered only a portion of the loss, with respect to the remaining portion of the loss, the Policyholder shall be entitled to be satisfied before any claims of WARTA.
2. No claim of the Insured from persons in the same household shall be transferred to WARTA unless such loss was made wilfully.
3. The Insured shall be obliged to safeguard the possibility to WARTA to make claims for damages from persons responsible for the loss.
4. If without WARTA's consent the Insured waived claims against the person responsible for the loss or reduced them, WARTA may refuse to pay damages or reduce the damages.
5. If such waiver or reduction of the damages was disclosed after disbursement of the damages, WARTA may request the Insured to refund the damages in whole or in part.

Final provisions Article 38

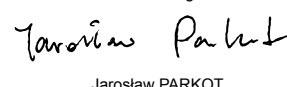
1. In all matters not provided for in these GTC, the applicable provisions of the Polish Civil Code and the Act on Insurance and Reinsurance Activity shall apply.
2. In agreement with the Policyholder, the insurance contract may be extended by additional provisions or provisions that would be different from those set out in these GTC.

3. In order to be valid, all amendments to these GTC shall be made in writing in the policy or made as an annex to the policy.
4. Insurance contracts concluded on the basis of these GTC shall be governed by Polish law.
5. Actions for claims arising from an insurance contract may be brought either in accordance with the provisions on general jurisdiction or before the court having jurisdiction over the place of residence or registered office of the Policyholder, the Insured, the beneficiary under the insurance contract, the heir of the Insured or the heir of the beneficiary under the insurance contract.
6. These General Terms and Conditions of Insurance as worded above apply to insurance contracts concluded on or after 05 June 2025.

Vice President of the Management Board


Jarosław NIEMIROWSKI

President of the Management Board


Jarosław PARKOT

TUIR "WARTA" S.A. informs that in connection with the proposed conclusion of an insurance contract, a person performing distribution activities of an insurance company, receives a fixed contractual remuneration included in the amount of the insurance premium, and may also receive another type of benefit or financial or non-financial incentive in connection with insurance distribution activities or participation in promotional undertakings dedicated to distributors.

TUIR "WARTA" S.A. informs that in connection with the proposed conclusion of an insurance contract, the Agent (including the Agent who directs the Customer to the website located at www.warta.pl) receives a commission included in the insurance premium, and may also receive other financial or non-financial benefits in connection with insurance distribution activities and participation in promotional campaigns dedicated to distributors.

INFORMATION OF THE PERSONAL DATA CONTROLLER FOR THE CUSTOMER PROPERTY INSURANCE

WARTA looks after your data, therefore in caring about its safety, please read the information clauses concerning its processing.

	FOR THE POLICYHOLDER	FOR THE INSURED
CONTROLLER AND CONTACT DETAILS	Towarzystwo Ubezpieczeń i Reasekuracji "WARTA" S.A. with its registered office in Warsaw, at Rondo I. Daszyńskiego 1, 00-843 Warszawa is the controller of your personal data ("WARTA"). You may get in touch with the controller in writing at the registered office address or in the manner provided at the website at www.warta.pl .	
SCOPE AND SOURCE OF DATA		WARTA has obtained your personal data from the Policyholder further to its submitted application for the preparation of an insurance offer or further to conclusion of an insurance agreement.
PURPOSE, LEGAL BASIS, AND PERIOD OF DATA PROCESSING	<p>Your personal data shall be processed by WARTA for the following purpose:</p> <ol style="list-style-type: none"> 1) insurance risk assessment, calculation of the insurance premium and to handle and perform the insurance agreement pursuant to the regulations on insurance and re-insurance activities, until the potential claims expire. To this end WARTA uses processes based on automated decision-making, profiling included, which involve evaluation of your information that is processed by an IT system (without man's interference) and on your classification into a specific group for premium calculation. Profiling shall be based on the data disclosed in the application to conclude the insurance agreement and the data collected from other insurance agreements concluded by you with WARTA, as well as the data on loss history. Such processing shall result in an automated decision on the premium amount or other terms and conditions of an insurance agreement. You have the right to challenge such decision, to express your own position, or to have a decision taken by an employee; 2) crime prevention and detection – on the grounds of the regulations on insurance and re-insurance activities for a period of 5 years and in the case of entrepreneurs for a period of 10 years from the insurance agreement date; 3) risk re-insurance – in compliance with the controller's legitimate interests pursued by WARTA, i.e. lowering the insurance risk related to the concluded agreement until expiry of claims concerning handling and performing of the insurance agreement; 4) collection and exercise of claims and defence of WARTA's rights in proceedings before courts and state authorities – on the basis of legitimate interests of WARTA, i.e. a possibility of exercising claims or defence against claims until the expiry of time limitation of claims that WARTA is entitled to or limitation of penalties for an offence committed to the detriment of WARTA; 5) marketing of own products or services of WARTA, profiling included, for the purpose of determining preferences or needs relating to insurance and finance products and for the purpose of presenting an appropriate offer, on the basis of a legitimate interest pursued by WARTA, i.e. promotion of own products or services of WARTA until you have expressed your objection to personal data processing for such purpose. 6) exercise of recourse claims by WARTA (in the event of disbursement of compensation by WARTA for a loss caused by a third party) – on the grounds of the provisions of the Civil Code over an expiry period of your claims against such third party responsible for the loss; 7) adjustment of a loss (if it has been reported), including handling of a notification, issuing an insurance decision and disbursing of compensation or another benefit, pursuant to the agreement, the regulations on insurance and re-insurance activities and the regulations of the Civil Code, until WARTA has issued a decision to disburse the compensation or another benefit, reviewing complaints (if submitted), pursuant to the regulations on complaint review, and after that period for archiving purposes if another loss has been reported or additional claims have been made on the basis of legitimate interests pursued by WARTA, i.e. defence against claims over a validity period of your claims. 8) determination of technical and insurance reserves for solvency purposes and technical and insurance reserves for accounting purposes, including statistical purposes on the grounds of the regulations on insurance and re-insurance activities, for a period of the term of an insurance agreement, for a period of loss adjustment, if a loss or another claim has been reported and for the duration of any legal proceedings related to the claim pursued by you. 9) accounting, pursuant to accounting regulations, for the period set forth in those regulations, extended by a period to pursue claims; 10) assessment of the satisfaction from WARTA services – on the basis of legitimate interests pursued by WARTA, i.e. control of the course and enhancement of standards of services provided pursuant to opinions collected by WARTA, for a period of the term of an insurance agreement, and also in the period following reviews of claims for disbursement of compensation or benefits reported to WARTA; 11) review of requests, grievances, and complaints other than related to the loss adjustment process – on the basis of the regulations on reviewing complaints, and after that period for archiving purposes, based on legitimate interests pursued by WARTA, i.e. controlling the correctness of handling of such procedures. 	
WHAT RIGHT YOU HAVE	<p>You shall have the right to:</p> <ol style="list-style-type: none"> 1) access your data, or obtain from WARTA a confirmation if your personal data is processed; obtain its copy and information, among others on: the purposes of processing, categories of data, categories of data recipients, the planned period of its storage and sources from which WARTA has obtained it; 2) its rectification, or correcting or supplementing your personal data that is incorrect or incomplete; 3) its erasure – in the cases indicated in Article 17 of General Data Processing Regulation, especially in the event whereby personal data is not longer necessary for the purposes for which it has been collected, or an effective objection has been lodged against the processing of your personal data (provided it does not disturb performance of the agreement or the obligations of WARTA arising under regulations of law); 4) restrict processing, or discontinue processing, especially when you challenge the correctness of personal data or object its processing – for a period allowing WARTA verifying the grounds of such request; 5) portability of your data, or to obtain your personal data from WARTA in a structured, commonly used, machine-readable format which you have provided to WARTA and which WARTA processes on the basis of your consent or an agreement concluded with you. Furthermore, you are entitled to request WARTA to send your personal data to another data controller, if technically feasible; 6) object, on grounds relating to a particular situation, to the processing of your personal data pursuant to legitimate interests pursued by WARTA, including profiling on such basis and to object to the processing of your personal data for the purposes of direct marketing by WARTA; Despite such objection, WARTA shall be entitled to further processing of such personal data, if it demonstrates compelling legitimate grounds for the processing which override the interests, rights, and freedoms of the data subject or for the establishment, exercise, or defence of claims. You have the right any time to object the processing of your personal data for the purpose of direct marketing by WARTA; 7) lodge a complaint to the Supervisory Authority in the field of personal data (it is the President of the Office for Personal Data Protection). <p>If you have provided your consent to process your personal data, you have the right to withdraw such consent at any time. Consent withdrawal shall not affect the lawfulness of processing based on consent before it has been withdrawn.</p> <p>You have the right to request intervention by a WARTA employee concerning a decision based on automated processing, to express your own position and to challenge such decision by contacting WARTA through its agent, hotline, or by sending a message to the following e-mail address: IOD@warta.pl.</p>	
CONTACT DETAILS OF THE DATA PROTECTION OFFICER	In order to withdraw your consent or exercise your rights, please contact the Data Protection Officer or an Agent. Contacting your Data Protection Officer is possible by e-mail at: IOD@warta.pl or in writing at the address of WARTA's registered office specified above. The Data Protection Officer's details are available on the website at: www.warta.pl in the "Contact" tab. You may contact your insurance agent in person or by phone.	
DATA RECIPIENTS	The recipients of your personal data may include: other insurance companies or other re-insurance companies, the Polish Financial Supervision Authority, the Insurance Guarantee Fund, economic information bureaus and credit information bureaus, provided that consent has been given in that respect, state administration bodies, if they do not request disclosure in connection with pending proceedings, and the data disclosure obligation is provided for under the regulations of law.	The recipients of your personal data may include: other insurance companies or other re-insurance companies, the Polish Financial Supervision Authority, the Insurance Guarantee Fund, state administration bodies, if they do not request disclosure in connection with pending proceedings, and the data disclosure obligation is provided for under the regulations of law.
	Furthermore, your data may be transferred to entities that process personal data upon request of WARTA, among others, IT service providers with their registered offices in Poland or in the EEA, providers of documentation archiving services, loss adjustment, providers of assistance services subject to insurance, debt collection, law firms providing legal support, property appraisers, or medical experts, marketing agencies, or insurance agents servicing an insurance agreement – where such entities process data under a contract with WARTA and only in accordance with its instructions.	
OTHER SOURCES FROM WHICH DATA IS OBTAINED	WARTA collects data from external entities, i.e.: economic information bureaus and credit information bureaus – to the extent required to assess insurance risk, provided that consent has been given to that extent; other insurance companies – to the extent of reported events; in the case of entrepreneurs – from the register of national economy entities (REGON) maintained by Statistics Poland (GUS) – for the purpose of verification of its correctness and from other entities – to the extent required to assess risks, perform of an agreement, or assess a reported claim.	WARTA collects data from external entities, i.e.: from the Insurance Guarantee Fund – among others relating to a history of losses and verification of the entity's data; from other insurance companies – to the extent concerning notified events, from medical outlet – to the extent concerning information on health, provided consent has been given; from providers of assistance services – to the extent concerning the course and outcome of performed services; in the case of entrepreneurs – from the register of national economy entities (REGON) maintained by Statistics Poland (GUS) to the extent of data disclosed there for the purpose of verification of its correctness and from other entities – to the extent required to assess risks, perform of an agreement, or assess a reported claim.
DATA PROVISION OBLIGATION	Provision of data is required to conclude an agreement, and may also be required by law – failure to provide such data may prevent conclusion of the insurance agreement. Provision of data for marketing purposes is voluntary.	