

TRAVEL Package



- Document containing on the insurance product
- General Terms and Conditions of Insurance

Document containing information on the insurance product

Enterprise: Wiener Towarzystwo Ubezpieczeń Spółka Akcyjna Vienna Insurance Group, Poland

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Product: TRAVEL Package

Full information disclosed prior to entering into an insurance agreement and information concerning the agreement in other documents.

What type of insurance is this?

This product includes insurance from groups 1, 2, 9, 13 and 18 of section II of the Annex to the Act on Insurance and Reinsurance Activity.



What is the subject of insurance?

- ✓ We insure your life and health, your property and your third-party liability in private life.
- ✓ What we insure and the extent of cover depends on the selected insurance option, type and duration of travel
- ✓ Depending on your choice, the subject of insurance is:
 - 1) treatment costs incurred in connection with a sudden illness or an accident that are incurred abroad or incurred in Poland together with assistance services, covering the following costs and services:
 - the costs of hospital treatment and surgical procedures;
 - the costs of hospital treatment and surgical procedures as well as the costs of diagnosis and outpatient procedures of chronic illnesses;
 - the costs of dental treatment;
 - the costs of treatment of tropical illnesses after returning to Poland or the country of permanent residence;
 - the costs of continuation of treatment after returning to Poland;
 - the costs of transport from the place of illness or accident to the medical facility, transport between medical facilities, transport from the medical facility to the place of stay during travel;
 - the costs of medications, infusion fluids and dressings;
 - the costs of repairing or purchasing aids;
 - the costs of transport of remains to Poland or to the country of permanent residence or the costs of funeral or cremation;
 - the costs of travel, board and accommodation of the accompanying person or a person summoned to you;
 - the costs of search and rescue when travelling abroad;
 - the costs of an interpreter when travelling abroad;
 - the costs of necessities in the event of a flight delay;
 - the transport of accompanying persons to Poland or the country of permanent residence in the event of your death;
 - the costs of care and transport of minors or dependent adults to Poland or the country of permanent residence;
 - the costs of convalescence;
 - the costs of continuation of travel after treatment;
 - medical consultations by phone;
 - the costs of a ski pass or time in a sports school unused to due to an illness or accident;
 - the costs of dispatch of personal items;
 - the costs of early return to Poland or the country of permanent residence;
 - the costs of legal assistance;
 - the costs of a replacement driver to Poland or the country of permanent residence;
 - the costs of a replacement on a business trip;
 - the costs of transport of accompanying animals to Poland or the country of permanent residence when travelling abroad;
 - the costs of accommodation and board in the event that a travel agency goes bankrupt when you are travelling abroad;
 - the costs of return tickets in the event that entry to the territory of the target country is denied when travelling abroad.
 - 2) under the Accident Insurance – your life and health. Insurance covers a health impairment benefit and a death benefit;
 - 3) the costs of treatment of the consequences of an accident, i.e. the costs of:
 - medical consultations, hospital stay, hospital treatment, surgery;
 - diagnostic tests, outpatient procedures;
 - medications, infusion fluids or dressings;
 - transport from the place of accident to the hospital or outpatient clinic;
 - 4) under travel luggage or sports equipment insurance – your property. Insurance cover includes accidents consisting in the loss, destruction or damage of luggage or sports equipment during its transport, storage or use when travelling;
 - 5) under the insurance against third-party liability (TPL) in private life, insurance coverage includes personal injuries or damage to property caused by you or persons for whom you are responsible under law as a result of a delict committed during the travel period;
- ✓ The sum insured is determined separately for each insurance forming part of the product.



What is not included in the scope of insurance?

- X Insurance cover included in the TRAVEL Package is not mandatory cover nor does it replace mandatory insurance cover.



What are the limitations of the insurance cover?

- ! Insurance cover does not include: injuries or damage, if the insured event occurred as a result of:
 - 1) your deliberate actions or deliberate actions of the beneficiary, including actions consisting in committing or attempting to commit an offence, suicide, self-mutilation or deliberately causing a health disorder;
 - 2) you being under the influence of narcotics, psychotropic substances or medications with a similar effect;
 - 3) you operating a motor vehicle or any other vehicle while under the influence of alcohol, inebriated, without the required licence to operate that vehicle or contrary to the terms of use specified by the manufacturer;
 - 4) Insurance also does not cover situations where the insured event occurred:
 - in connection with the performance of physical labour by the Insured Party (unless the Parties excluded that from the scope of cover);
 - in connection with practising competitive sport or practising high-risk sports (unless the Parties excluded that from the scope of cover);
 - in connection with rehabilitation treatment;
 - if the destination of your travel is the country of your permanent residence or which is to become the country of your permanent residence;
 - prior to the date of commencement of the insurance period.
- ! Under the insurance of treatment costs incurred abroad together with assistance services and the consequences of an accident as well as the costs of treatment of foreign nationals together with assistance services, the cover does not include:
 - 1) the costs of treatment incurred in Poland and in the country of permanent residence - if the costs were incurred under insurance against the costs of treatment together with assistance services;
 - 2) expenses on special nutrition, stay in health resorts and spas, rehabilitation treatment, plastic surgery, dental treatment - prophylactic and prosthetic, alcohol poisoning;
 - 3) the costs of treatment of the consequences of bodily injury or health disorder caused by medical treatment(s) or vaccinations;
 - 4) the costs of treatment of persons whose purpose of travel is to undergo medical treatment;
 - 5) the costs of treatment exceeding the scope necessary to restore the Insured Party's health to a condition enabling them to return to the country;
 - 6) the costs of treatment of mental disorders, congenital defects, venereal diseases, AIDS and other diseases caused by or related to HIV.
- ! Under the accident insurance – the cover does not include:
 - 1) any diseases or conditions, even those that occurred suddenly;
 - 2) bodily injury caused by medical treatment or procedures.
- ! Under the travel luggage and sports equipment insurance – the cover does not include:
 - 1) files, documents, travel tickets, keys, manuscripts, cash and legal tender, securities, cheques, credit cards, payment cards, computer software and data, bills of exchange;
 - 2) stationary computer equipment, data carriers, software, cassettes, discs, communications equipment;
 - 3) damage caused to electrical apparatus and devices due to their defects and the use of electric power with incorrect parameters;
 - 4) losses consisting in theft without burglary;
 - 5) losses consisting only in the damage or destruction of suitcases, coffers and other luggage containers during their transport;
- ! Under the TPL insurance – the cover does not include damage:
 - 1) caused mutually to each other: by you to another insured party who we insure together with you under the same agreement and other relatives;
 - 2) connected with the performance of physical labour or any gainful work, a liberal profession, the pursuit of business activity or operation of an agricultural enterprise;
 - 3) connected with access to a computer network or the Internet or use thereof and resulting from the loss of data regardless of the type of data carrier;
 - 4) caused to equipment used or entrusted to you under a lease, sublease, rental or use contract or any other similar contract – this applies, in particular, to sports equipment, electronic equipment, vehicles and its equipment, and items in them; connected with the fact that you and the person for whom you are responsible,

- 5) connected with the use of water equipment other than defined in the GTCI, motor vehicles subject to registration and aircraft;
- 6) which constitute a pure financial loss, i.e. a loss that is not a personal injury or damage to property.

! Other exclusions and limitations of liability are defined in the general terms and conditions of insurance.



Where is the insurance effective?

- ✓ Depending on the type, nature and duration of travel, the insurance is effective worldwide or only in Poland.



What are the obligations of the Policyholder and your obligations?

- The policyholder is under an obligation to:
 - pay the premium;
 - answer all the questions that we have included in the application or posed in writing.
- The policyholder or you are under the obligation to:
 - during the term of the insurance agreement:
 - notify us of any changes in circumstances that we asked about in the offer (application) form or other letters before we concluded the agreement;
 - comply with generally applicable laws that apply in the country in which you travel, e.g. to have protective vaccinations required in the country concerned;
 - comply with the manufacturer's recommendations on the conditions of operation, storage, transport and use of luggage and sports equipment;
 - secure the subject of insurance against burglary
 - when a loss event occurs:
 - contact the Emergency Centre in order to obtain a guarantee on the cover of costs payable to a medical facility for medical assistance provided;
 - notify us of the occurrence of an insured event – it is necessary to notify us within 14 days from the date of the accident;
 - provide us with: a completed claim report form, other documents that we need in order to determine the legitimacy of claims and the amount of benefit, secure evidence related to the event, including medical records;
 - use the available means to reduce the extent of damage;
 - secure the possibility of pursuing claims for damages against persons who contributed to or caused damage, in particular to indicate the said persons;
 - immediately notify the fire department, police or other services if the circumstances or type of damage require the presence of such services at the location where it occurred – e.g. when you suspect that a crime has been committed;
 - provide our representatives with all explanations regarding the damage that we have requested from you;
 - follow our instructions;
 - prepare a statement of your losses at your own expense;
 - notify us of the greater extent of damage than previously reported
 - not recognise or satisfy claims of the beneficiary under the insurance agreement, if you do not obtain our prior written consent. If you do it without our consent, it will not have any legal effect on us;



How and when do I pay premiums?

Depending on your choice – in a single payment or in instalments. The amount of the premium and the due date for its payment are confirmed in the policy. In the case of insurance agreements concluded electronically (via the website), the premium is paid in a single payment via the payment gate.



When does insurance cover commence and conclude?

- Our liability starts as of the date indicated in the policy as the beginning of the insurance period. It shall begin as of that date provided that the policyholder has entered into an insurance agreement with us and has paid the premium or its first instalment.
- If the agreement is concluded for a person staying abroad, the cover commences after a grace period of 3 days counted from the date of entry into the insurance agreement and payment of the premium. The grace period does not apply in the event of continuation of the agreement (i.e. the conclusion of an insurance agreement for a subsequent period while maintaining continuity of insurance cover).
- The insurance agreement expires when:
 - the insurance period for which it was concluded with the policyholder expires;
 - all limits of benefits, the sum or sums insured, the sum or sums guaranteed which constitute the upper threshold of our liability are exhausted;
 - you return to Poland or the country of permanent residence before the period of cover for which the agreement was concluded ends;
 - the 30-day insurance agreement termination notice period ends, if the policyholder submits a termination notice;
 - the policyholder withdraws from the insurance agreement;
 - we deliver our statement on the termination of the insurance agreement with immediate effect to the policyholder;
 - the last day of the additional time limit to pay the premium or an instalment thereof set by us in the payment notice expires;
 - the day set as the agreement termination date in agreement with the policyholder occurs;
 - you withdraw from the insurance agreement, if you are the only person for whom the policyholder concluded that agreement;
 - you die.



How do I terminate the agreement?

- The policyholder may terminate the agreement at any time with a 30-day notice period.
- The policyholder may withdraw from the insurance agreement by giving a written notice within 30 days from the date of entry into the agreement, if the policyholder is a natural person, and within 7 days if they are an enterprise.
- The statement of the policyholder on termination of the agreement must be drawn in writing and delivered to us.

GENERAL TERMS AND CONDITIONS OF INSURANCE

TRAVEL Package

The General Terms and Conditions of Insurance (hereinafter also referred to as the GTCI) is a valid document. Read it to learn what you are gaining from our insurance and how to use it.

There you will find information on:

- what we insure under the insurance agreement:



- to whom the insurance agreement pertains:



- in what situations is our cover effective and when it is not effective:



- how we determine the amount of the insurance premium:



- our and your obligations:



- how to notify us about a loss:



- when we pay out a benefit and on what is its amount conditioned:



We conclude the insurance agreement with the policyholder.

The policyholder pays the premium and decides who the insured party is, i.e. who is to be insured.



The policyholder may insure either themselves or you.

If they insure themselves, they also become the insured party. If we talk about you in the GTCI, we mean the insured party, when we talk about us, we mean Wiener TU S.A. Vienna Insurance Group (hereinafter referred to as Wiener).



We have included a glossary in the GTCI.

In the glossary we explain insurance terms used in the GTCI. In the text they are highlighted in bold.

In the table you will find information on material provisions of the general terms and conditions of insurance. They are indicated in Article 17.1 of the Act on Insurance and Reinsurance Activity

Type of information		GTCI section
Grounds for the payment of compensation and other benefits	GTCI TRAVEL Package – COMMON PROVISIONS	sections 5 to 6, 10 to 11, 13 to 16, 18, 40 to 46, 54 to 55, 58, 68, 69 to 78, 84 to 85, 87 to 91, including appropriate terms included in section 108 of the GTCI TRAVEL Package
	Annex to the GTCI TRAVEL Package - Table of fixed benefits	section 1 to 144
	Clause No. 1 - Insurance against the costs of treatment together with assistance services	section 1 to 11, 14 to 16, 18 to 25, allowing for relevant terms included in section 108 of the GTCI TRAVEL Package
	Clause No. 2: Accident insurance	sections 1 to 4, 6 to 2, allowing for relevant terms included in section 108 of the GTCI TRAVEL Package
	Clause No. 3 - Travel luggage or sports equipment insurance	sections 1 to 5, 8 to 16, allowing for relevant terms included in section 108 of the GTCI TRAVEL Package
	Clause No. 4 Insurance against third-party liability in private life	sections 1 to 8, allowing for relevant terms included in section 108 of the GTCI TRAVEL Package
Limitations and exclusions of our liability that authorise us to refuse the payment of indemnity or its reduction	GTCI TRAVEL Package – COMMON PROVISIONS	sections 11, 17 to 20, 32, 40 to 43, 45, 50, 54 to 58, 64 to 65, 68 to 71, 76, 79 to 81, 85, 88 to 91, 101, 105, allowing for relevant terms included in section 108 of the GTCI TRAVEL Package
	Clause No. 1 - Insurance against the costs of treatment together with assistance services	sections 3 to 6, 8 to 12, 15 to 17, 19 to 25, allowing for relevant terms included in section 108 of the GTCI TRAVEL Package
	Clause No. 2: Accident insurance	sections 3 to 13, 19 to 24, allowing for relevant terms included in section 108 of the GTCI TRAVEL Package
	Clause No. 3 - Travel luggage or sports equipment insurance	sections 4 to 9, 11 to 16, allowing for relevant terms included in section 108 of the GTCI TRAVEL Package
	Clause No. 4 Insurance against third-party liability in private life	sections 3, 9, 11, allowing for relevant terms included in section 108 of the GTCI TRAVEL Package

PART 1 COMMON PROVISIONS	10
General provisions	10
Subject, scope and place of insurance	10
General exclusions of our liability	10
Conclusion of insurance agreement	11
Conclusion of an insurance agreement for another person (for the account of a third party)	11
Commencement and end of our liability	11
Expiry of the insurance agreement	12
Sum insured, sum guaranteed and limits of our liability	12
Insurance premium	12
Your obligations and obligations of the policyholder under the insurance agreement	12
Your obligations when the loss occurs	13
Loss report	13
Payment of indemnity or benefit	13
FINAL PROVISIONS	14
Complaints	14
Recourse claims	14
Notices and statements	14
Applicability of the GTCI	14
GLOSSARY	14
Annex to the GTCI TRAVEL Package – Table of fixed benefits	16
PART 2 - CLAUSES – SPECIFIC PROVISIONS	23
Clause No. 1 Insurance against the costs of treatment together with assistance services	23
Subject and scope of insurance	23
Additional exclusions of our liability	30
Your additional obligations when the loss occurs	30
Determination and payment of indemnity	31
Clause No. 2 Accident insurance	31
Subject and scope of insurance	31
Additional exclusions of our liability	31
Sum insured	31
Your additional obligations when the loss occurs	31
Determination of the amount of the benefit	32
Clause No. 3 Travel luggage or sports equipment insurance	32
Subject and scope of insurance	32
Additional exclusions of our liability	32
Sum insured	32
Your additional obligations when the loss occurs	32
Determination and payment of indemnity	33
Clause No. 4 Insurance against third-party liability in private life	33
Subject and scope of insurance	33
Limitations to the scope of cover and additional exclusions of our liability	33
Additional costs and limits of our liability	34
Determination of indemnity or benefit	34

PART 1 COMMON PROVISIONS

General provisions

1. The General Terms and Conditions of Insurance TRAVEL Package – hereinafter referred to as GTCI – are part of the insurance agreement. As Wiener Towarzystwo Ubezpieczeń Spółka Akcyjna Vienna Insurance Group, we conclude this agreement with natural persons, legal persons or organisational units without legal personality. Whoever we conclude the agreement with is the **policyholder**.
2. The policyholder may enter into an insurance agreement for themselves or for another person (for the account of a third party). A person for whom the agreement is concluded and to whom the insurance applies is the **insured party**. Therefore, if the policyholder has concluded an agreement for themselves, they are both the **policyholder** and the **insured party**. When we talk about you in the GTCI we mean the **insured parties** if the **policyholder** insures more than one person.
3. In agreement with the **policyholder**, we may introduce provisions not present in the GTCI to the insurance agreement. In order for the said provisions and amendments to the insurance agreement to be effective, they must be drawn up in writing.
4. The insurance agreement which we conclude under the GTCI is governed by Polish law.
5. In any matters not described in the GTCI the provisions of Polish law shall apply; these will be primarily the Polish Civil Code and acts of law that regulate insurance activity.

6. Certain terms used in the GTCI have a special meaning. They are highlighted in the text in bold and they are explained in the Glossary at the end of the GTCI. Refer to the Glossary to find out their meaning.
7. For the ease of reading, the GTCI include additional information. Examples enable you to better understand the contents of the agreement but do not form part of its provisions.

Subject, scope and place of insurance

8. Depending on your insurance, we insure your health, life, property and third-party liability. It is the subject of insurance.
9. What we insure and to what extent depends on the insurance option chosen by the **policyholder**.
10. Depending on your travel destination, we insure:
 - 1) the costs of treatment in **foreign travel**;
 - 2) the costs of treatment in **domestic travel**;
 - 3) the consequences of **accidents in foreign travel and domestic travel**;
 - 4) **travel luggage or sports equipment in foreign travel and domestic travel**;
 - 5) **third-party liability in private life in foreign travel and domestic travel**.
11. Table 1 presents who and to what extent may be covered depending on the type and duration of travel.

Table 1. Scope of our cover under the TRAVEL Package insurance.

SCOPE OF COVER	FOREIGN TRAVEL		DOMESTIC TRAVEL		
			ARRIVAL AND TEMPORARY STAY	SHORT-TERM TRAVEL	
Treatment costs	Polish national	foreign national	foreign national	-	-
Accidents	Polish national	foreign national	foreign national	Polish national	foreign national
Travel luggage or sports equipment	Polish national	foreign national	-	Polish national	foreign national
Third-party liability in private life	Polish national	foreign national	foreign national	Polish national	foreign national

12. You are covered throughout the period specified in the **insurance agreement**.
13. When we insure you:
 - 1) in **foreign travel** – the costs of your treatment are covered worldwide, except for Poland and the **country of your permanent residence**. However, under **accident insurance, travel luggage or sports equipment insurance and insurance against third-party liability in private life**, you are covered worldwide.
 - 2) in **domestic travel** – you are covered in Poland:
 - a) during short-term travel – under **accident insurance, travel luggage or sports equipment insurance and insurance against third-party liability in private life**;
 - b) during arrival and temporary stay – under **insurance against the costs of treatment in Poland, accident insurance and third-party liability in private life**.
14. We are liable for events which occurred when the insured party was practising **amateur sports and using sports equipment**. We do not charge an additional premium for that.
15. We can extend liability to include risks arising from the **performance of physical labour or practicing of competitive sports or high-risk sports**. We charge an additional premium for that.
16. The detailed scope of insurance cover is specified in clauses.
17. We are not liable for:
 - 1) bodily injury resulting from treatment, vaccination or medical procedures – regardless who performs them or for what purpose;
 - 2) lost benefits related to an **illness or accident**;

Example

If you are hospitalised due to an **illness or accident**, we cover the costs of your treatment. However, we are not liable for you not returning to Poland or the **country of permanent residence** due to hospitalisation and not being able to sign a lucrative contract. The related losses are lost benefits.

- 3) losses consisting in the loss or reduction of your earnings;

Example

When you are on medical leave due to an **illness or accident**, you will receive a lower salary. This lower salary represents a loss that reduces your earnings.

- 4) **losses to the natural environment**.

General exclusions of our liability

Information

Exclusions of our liability are situations where our cover does not apply. Should a **loss** occur in those situations, we will not pay you **indemnity**.

18. We are not liable or liable only partially for certain **losses**. This applies to situations where an **insured event or loss** constitutes a typical, normal consequence of circumstances which we indicated in the exclusions or limitations of our liability.
19. We are not liable for **losses**:
 - 1) which occurred as a result of your deliberate actions or deliberate actions of the **beneficiary**. This also applies to actions that involve you or the **beneficiary** attempting to commit or committing a crime, committing suicide, self-mutilation or knowingly causing a health disorder;
 - 2) which occur or which you cause when you are:
 - a) under the influence of narcotic drugs, psychotropic substances or medications with a similar effect – if you know that the medication affects psychomotor skills or it is indicated on the packaging or in the leaflet included with the medication;
 - b) substitute substances or new psychoactive substances;

Information

The Act on Counteracting Drug Addiction defines substitute substances and psychoactive substances.

- 3) which occur when operating a vehicle:
 - a) under the influence of alcohol;
 - b) without required licences;
 - c) contrary to the terms of use specified by the manufacturer;
- 4) which arose:
 - a) as a result of war, civil war, rebellion, riots, uprising, war confiscation, nationalisation, the imposition of martial law or a state of emergency. However, in connection with the occurrence of these events we will extend our cover under the insurance against the costs of treatment in foreign travel and domestic travel and we will be liable for the costs of your treatment, the consequences of an accident, travel luggage, sports equipment or third-party liability, if these events make it impossible for you to return to Poland or the country of permanent residence as planned and the costs of treatment, accident, loss or damage of travel luggage or sports equipment and your third-party liability are not directly related to them;
 - b) are a result of confiscation by public authority;

Example

If as a result of war, martial law, state of emergency or another event the authorities of a country in which you are staying abroad or in Poland confiscate your travel luggage, sports equipment or other items which are not your property, we will not pay you an indemnity under the travel luggage or sports equipment insurance.

- c) as a result of the effects of nuclear energy, ionizing radiation, laser radiation, maser radiation, magnetic or electromagnetic field, asbestos and radioactive, biological or chemical contamination, irradiation;
 - d) during your active participation in protests or mass meetings;
 - e) when actively participating in a fight, riots, unrest, acts of terrorism or acts of sabotage;
 - f) when actively participating in motor vehicle competitions, rallies, test drives and when you were performing stunts;
 - g) when practising or learning motor sports;
 - h) when practising or learning sports and martial arts;
 - i) before the insurance period began or after it ended;
 - j) when carrying out physical labour. However, we are responsible for the said losses, if we included that risk in the insurance agreement and the policyholder paid a premium for that risk;
 - k) when practising competitive sports or practising high-risk sports. However, we are responsible for the said losses if we included that risk in the insurance agreement and the policyholder paid a premium for that risk;
 - l) in connection with rehabilitation treatment;
 - m) because you lost property or caused its loss due to any other reason than included in the cover;
 - n) due to restrictions introduced by the decisions of administrative authorities, which prevent us or the Emergency Centre from providing benefits or services due to reasons beyond our control;
 - o) because due to reasons beyond our control we will not have access or will have limited access:
 - i. to you or other persons with regard to whom we are to perform our obligations;
 - ii. to the place of your stay when travelling abroad or travelling domestically, or to another location where we were to perform our obligations;
20. We will also not provide insurance cover when:
- a) the country of destination of your travel is the country of your permanent residence;
 - b) the country of destination of your travel is the country which as a result of travel is to become the country of your permanent residence. However, we provide cover until you obtain the right to stay permanently in the relevant foreign country or in Poland.
- Clauses include additional information on the exclusions of our liability.

Conclusion of insurance agreement

21. We conclude the insurance agreement with the policyholder on the basis of their written application to enter into an insurance agreement. The application form constitutes part of this agreement.
22. The policyholder is under an obligation to answer all questions posed in the application or asked in writing.
23. The conclusion of an insurance agreement is conditional upon the information which we asked the policyholder to provide. It affects the insurance risk assessment.
24. We specify the insurance period in the insurance agreement.
25. We can enter into an insurance agreement for an annual period or a period shorter than a year (short-term insurance).

Information

We assume that an annual insurance period is 365 consecutive days, whereas in a leap year – 366 days. Insurance concluded for a period shorter than one year is short-term insurance.

26. Under insurance for an annual period and short-term insurance, the scope of our cover is the same.
27. The conclusion of an insurance agreement is confirmed by means of a policy.
28. In the policy, we each time confirm data indicated by the policyholder. The said data includes:
 - 1) first name and surname or name and address of the policyholder;

- 2) the date of birth or PESEL (Personal Identification Number) or REGON (National Business Registry Number) of the policyholder;
 - 3) your date of birth or PESEL or REGON;
 - 4) period of insurance;
 - 5) sum insured,
 - 6) scope of insurance;
 - 7) territorial scope of cover;
 - 8) number of insured parties, if the agreement is a group agreement;
 - 9) premium.
29. We can conclude an insurance agreement with names listed in the policy or names listed on an external list.
 30. An insurance agreement with names listed on an external list is concluded when cover is provided to at least 10 individuals. Under this form of agreement, we provide the same scope of insurance cover to all insured parties.
 31. An insurance agreement concluded for the same period and scope for the same insured parties may be concluded by the policyholder up to the maximum amounts of sums insured or sums guaranteed offered under individual insurance.
 32. If the policyholder enters into several insurance agreements for the same insured parties, providing cover for the same period and scope of insurance, even partially, and the total sum insured or sum guaranteed under these agreements exceeds the maximum sum from the selected insurance, our liability will be limited to that maximum sum specified for that insurance.

Conclusion of an insurance agreement for another person (for the account of a third party)

33. The policyholder may enter into the insurance agreement for you. In this situation, they must indicate you in the insurance agreement.
34. The policyholder is under an obligation to pay the premium. That is why our claim for the payment of the premium may be sought only against the policyholder.
35. You have the right to seek your indemnity directly from us. Third-party liability insurance constitutes an exception.
36. If the policyholder indicated you in the insurance agreement as the insured party (i.e. concluded the agreement on your account), at your request we will provide you with the provisions of that agreement and provisions laid down in the GTCI which concern your rights and obligations. We will do so within 14 days of receiving your request.
37. If the policyholder indicated you in the insurance agreement as the insured party, the provisions set forth in the GTCI, especially in sections 51, 67 to 77, apply to you.
38. If the provisions of clauses differ from provisions laid down in part 1 of the GTCI, the provisions of clauses have priority.
39. Common provisions (part 1 of the GTCI) apply in matters not regulated in clauses.

Commencement and end of our liability

40. The commencement and the end of the insurance period are specified in the policy.
41. Our liability starts as of the date indicated in the policy as the beginning of the insurance period. It commences on that day, provided that the policyholder:
 - 1) entered into an insurance agreement with us and
 - 2) at least one day earlier paid the premium or the first instalment thereof.
 However, we may agree on a different premium due date with the policyholder.

Information

We specify the due date of the premium or its first instalment in the insurance agreement and confirm it in the policy.

42. Additionally, our liability commences on the day indicated in the policy and:
 - 1) in the insurance against the costs of treatment in foreign travel – when you cross the Polish border. We provide cover from that moment;
 - 2) in the insurance against the costs of treatment in domestic travel, accident insurance, travel luggage or sports equipment insurance and insurance against third-party liability in private life – when you commence your foreign travel or domestic travel. We provide cover from that moment.
43. If during your foreign travel you are outside Poland or the country of permanent residence and the policyholder concludes an insurance agreement for you, the period of insurance and our liability does not commence until 3 days after the date of entry into that agreement and payment of the premium. This constitutes a grace period. An exception from this rule is described in the next section. This applies to insurance against the costs of treatment received abroad together with assistance services and the consequences of accidents in Poland, i.e.:
 - 1) the costs of treatment received abroad;
 - 2) the consequences of accidents;
 - 3) travel luggage or sports equipment;
 - 4) third-party liability in private life.

Example

On 31.08.2021 you are outside Poland and you need cover as of 01.09.2021 for the duration of your foreign stay. We can conclude an insurance agreement with the policyholder on 01.09.2021, but our cover will be effective only as of 04.09.2021.

44. We do not apply a grace period if we are continuing the insurance agreement. It is a situation where we conclude an insurance agreement with the policyholder for a subsequent period and maintain the continuity of our cover.
45. Our liability ends upon the expiry of the insurance agreement. Situations in which the insurance agreement expires have been specified in section 47.
46. If due to reasons beyond your control you are unable to return to Poland or the country of permanent residence from your foreign travel by the scheduled date, we will extend our cover by 72 hours from the end of the insurance period under the policy. We will do so within the framework of the current agreement. We do not charge an additional premium for that. During that period, you will enjoy our cover to its full extent. We will extend our cover provided that prior to the end of the insurance period specified in the policy you inform the Emergency Centre about the circumstances preventing you from your scheduled return. The said circumstances include:
- 1) a malfunction of a means of transport by land, water or air;
 - 2) fire, hurricane, flood, torrential rain, hail, avalanche, direct lightning strike, earthquake, collapse or landslide, volcanic eruption, airplane explosion or crash during your foreign travel;
 - 3) cancellation or delay of a means of transport due to poor weather conditions;
 - 4) accidents in land, sea or air transport.
 - 5) the start of war, martial law, armed conflict or other political upheaval, as a result of which the borders of the country in which you are travelling are closed and you are unable to leave the country on the scheduled date.
- When extending insurance cover, we do not incur the costs of your evacuation to Poland or the country of permanent residence, if necessary.

Expiry of the insurance agreement

47. The insurance agreement expires when:
- 1) the insurance period for which it was concluded with the policyholder expires;
 - 2) all limits of benefits, the sum or sums insured, the sum or sums guaranteed have been exhausted;
 - 3) the policyholder withdraws from the insurance agreement (see section 48);
 - 4) the 30-day insurance agreement termination notice period ends if the policyholder has submitted a termination notice (see section 49);
 - 5) we deliver our statement on the termination of the insurance agreement with immediate effect to the policyholder in situations referred to in Article 814 § 2 and Article 816 of the Polish Civil Code (see also section 50);
 - 6) the last day of the additional time limit to pay the premium or an instalment thereof set by us in the payment notice in the situation referred to in Article 814 § 3 of the Polish Civil Code expires;
 - 7) the day set as the agreement termination date in agreement with the policyholder occurs;
 - 8) you withdraw from the insurance agreement if you are the only person for whom the policyholder concluded that agreement (see section 51);
 - 9) you die.
48. If the insurance agreement is entered into for a period longer than 6 months, the policyholder has the right to withdraw from the insurance agreement within 30 days, and if they are a business entity – within 7 days of entering into the agreement. However, even if they exercise that right, they are under an obligation to pay the premium for the period in which we provided insurance cover.
49. The policyholder may terminate the insurance agreement at any time, subject to a 30-day notice period.
50. In situations specified in the provisions of law and for valid reasons, we may terminate the insurance agreement concluded for a definite period with immediate effect. Valid reasons include:
- 1) the policyholder concealed or indicated false circumstances that we asked about before the conclusion of the agreement and which affected the insurance risk assessment or the amount of the premium;
 - 2) the policyholder or you have committed a criminal offence connected with the conclusion or performance of the insurance agreement;
 - 3) the policyholder or you have made it difficult for us to determine the circumstances in which the insured event and its consequences occurred;
 - 4) you or your statutory representative have not exempted persons or entities who have provided you with healthcare services from the obligation to maintain medical secrecy.
51. As the insured party, you have the right to withdraw from the insurance agreement. In order to do that, you must submit a written statement. The withdrawal is effective as of the next day after the submission of the statement. As of that day, we will no longer provide you with insurance cover. However, we may agree on this with you otherwise.
52. Despite the expiry of the insurance agreement, the policyholder is under an obligation to pay the premium for the period in which we provided insurance cover.

Sum insured, sum guaranteed and limits of our liability

53. The policyholder agrees the sum insured or the sum guaranteed with us when entering into the insurance agreement. They determine it separately for you and other insured parties.

Information

The sum insured is the maximum amount up to which we are liable when insuring your life, health or property. The sum guaranteed applies to third-party liability insurance. It is the maximum amount which the aggrieved party may receive from your third-party liability insurance.

54. The sum insured or the limit of liability is the threshold of our liability and constitutes basis for the deterioration of the premium. In the agreement, we may agree other thresholds of our liability with the policyholder.
55. The sum insured or sum guaranteed represents the upper threshold of our liability for one and all insured events in the insurance period. It is reduced by each indemnity paid out. Accident insurance constitutes an exception (see section 56). However, we can stipulate otherwise in clauses.

Information

Liability for one and all events means that we will pay you an indemnity or a benefit in connection with each insured event that occurred in the insurance period. However, each indemnity or benefit paid out reduces the sum insured or sum guaranteed. Therefore, the sum insured or sum guaranteed may be exhausted, as all indemnities or benefits paid out cannot exceed it.

56. The sum insured is not reduced in accident insurance when we pay out a benefit for health impairment. However, it will be exhausted if we pay out a benefit in the event of your death.
57. Under insurance against third-party liability insurance in private life, the policyholder specifies the sum insured in total for bodily injuries and damage to property. It is reduced by the amounts of indemnities or benefits paid out.
58. The sum insured in euro is converted into PLN at the average exchange rate of the National Bank of Poland. We use the rate from the last business day before the date of conclusion of the insurance agreement.

Insurance premium

59. The amount of the premium is calculated for the duration of our liability on the basis of the premium tariff applicable as at the date of entry into the insurance agreement.
60. The amount of the premium and its due date is confirmed in the policy.
61. The amount of the insurance premium is affected by:
- 1) insurance option;
 - 2) territorial scope of cover;
 - 3) sum insured or sum guaranteed;
 - 4) scope of insurance;
 - 5) period of insurance;
 - 6) purpose of travel;
 - 7) risk factors;
 - 8) number of insured parties;
 - 9) individual insurance risk assessment;
 - 10) a system of premium discounts and increases.
62. The policyholder may pay the premium in a single payment or in instalments.
63. The policyholder pays the premium or its first instalment at the moment of entry into the insurance agreement. However, we can agree otherwise with the policyholder in the insurance agreement.
64. If the policyholder pays a lower amount of the premium or its instalment than specified in the insurance agreement, we shall consider it unpaid.
65. If the policyholder pays the premium by bank transfer or postal order, the date of payment is the date on which:
- 1) they have placed a payment order to our account at the bank or at the post office – provided that there are sufficient funds in their account; or
 - 2) the full amount of the required premium or its instalment is credited to our account.

Your obligations and obligations of the policyholder under the insurance agreement

66. When the policyholder enters into an agreement for the account of a third party, they are under an obligation to provide you and other insured parties with our information on material provisions of the GTCI. In the said information we indicate the provisions of the GTCI in which we have described:
- 1) circumstances which represent grounds for the payment of the benefit, and
 - 2) situations in which we may refuse to pay the indemnity or reduce its amount.

The policyholder should do so before they insure you. Our information is to be provided in writing or – if you agree – on another durable medium.

Information

We are under an obligation to inform the policyholder and – via the policyholder – you and all other insured parties where in the GTCI we have described grounds for the payment of indemnity as well as limitations and exclusions of our liability. These are provisions which give us the right to refuse to pay the indemnity or reduce its amount. This obligation is imposed on us by the legislator in Article 17 of the Act on Insurance and Reinsurance Activity.

67. When the agreement is in effect, the policyholder is under an obligation to notify us of any changes in circumstances about which we asked in the offer (application) form or other documents prior to the conclusion of the agreement with the policyholder.

- However, if you know that the policyholder has entered into an insurance agreement to your benefit, you are also obliged to notify us of all changes concerning the insurance. The policyholder, or you should notify us of the changes as soon as you become aware of them.
68. The policyholder or you – if you know that the policyholder entered into an insurance agreement for your benefit – are under an obligation to:
- 1) comply with:
 - a) generally applicable provisions of law which apply in the country in which you are travelling, e.g. have protective vaccinations required in the said country;
 - b) the manufacturer's recommendations regarding the conditions of operation, storage, transport and use of luggage and sports equipment;
 - 2) secure the subject of insurance against burglary.
69. If you or the policyholders fail to fulfil any of your obligations mentioned in sections 67 or 68, we will refuse to award indemnity in the part in which it affected the occurrence, course or extent of the loss. If a breach of these obligations has been committed intentionally, in case of doubts we assume that the insured event and its consequences are the result of those circumstances.

Your obligations when the loss occurs

70. If an insured event occurs, we will be able to pay an indemnity or a benefit if you, your statutory representative, the beneficiary, the person in whose care you are, or the policyholder fulfils the obligations listed below.
- 1) You, your statutory representative, the beneficiary, a person in whose care you are, or the policyholder:
 - a) must notify us about the occurrence of an insured event – necessarily within 14 days from the date of the accident. However, if you are unable to do so as a result of an accident – you are under an obligation to notify us within 14 days from the cessation of the cause which prevented you from doing so;

Information

If we are notified about the occurrence of an insured event by your statutory representative, the beneficiary or a person in whose care you are, they have 14 days from the date of the accident to do so.

- b) must provide us with:
 - i. a filled in loss report form;
 - ii. other documents that we need in order to determine the legitimacy of claims and the amount of the benefit – we indicate them to you, your statutory representative, the beneficiary, the person in whose care you are, or the policyholder after the loss has been reported;
 - c) must secure evidence related to the insured event in order to substantiate the claim.
71. You are also under an obligation to:
- 1) use available means to reduce the extent of the loss. On the other hand, we are under an obligation to reimburse you for the cost of the said means within the limits of the sum insured or sum guaranteed, provided that they were purposeful, even if they proved ineffective;
 - 2) secure the ability to seek claims for damages against persons who contributed to the loss or caused it, especially indicate the said persons;
 - 3) immediately notify the police and obtain a written confirmation of the report if the loss occurred as a result of an offence or illegal act, e.g. burglary, robbery, devastation, vandalism;
 - 4) immediately notify the fire department, police or other services if the circumstances or type of loss require the presence of these services at the location where it occurred – e.g. when you suspect that an offence has been committed;
 - 5) provide our representatives with any and all requested explanations regarding the loss;
 - 6) provide us with evidence, including the medical records and other documents, that we will need in order to determine the circumstances and extent of the loss;
 - 7) follow our recommendations, if we have provided any;
 - 8) prepare a summary of your losses at your own expense and submit it to us;
 - 9) immediately notify us, if you start repairing aids, travel luggage or sports equipment and you determine that damage is greater than previously reported.
72. We may need to confirm data on your health condition and make certain that your treatment was connected to the accident or illness. Therefore, we can ask you or your statutory representative, or the person in whose care you are for written consent to request information from the entities that provided you with healthcare services, especially from physicians who provided or continue to provide you with care. This will be information necessary to assess the legitimacy of your claims.
73. If criminal or civil proceedings have been instituted against you in connection with an insured event or the aggrieved party has taken legal action, the policyholder or you are under an obligation to immediately notify us of this in writing. You should do so even if you have already reported the loss to us.
74. If we have incurred the costs of defending your legal interests in criminal proceedings, you are under an obligation to notify us of:
- 1) the date on which the decision is passed – promptly after receiving information about that date, or
 - 2) the decision being served on you – promptly after you receive it. You do not have to do so when our representative participates in the proceedings.

75. If the legal action is limited or withdrawn, you are under an obligation to promptly notify us of this.
76. You cannot accept or satisfy the claim of the beneficiary under the insurance agreement, if you do not obtain our prior written consent. When you do so without our consent, this will not have legal effects on us.

Example

If you damage someone's skis on the ski slope, you cannot give that person money to repair or purchase skis because you assume in advance that we will reimburse them.

77. If another insurer has covered the same insured event as us, you are under an obligation to promptly:
 - 1) inform that insurer about the occurrence of loss, and
 - 2) notify us that you have done so.
78. The obligations that we mentioned in the previous sections apply to you provided that you know that the policyholder has entered into an agreement for your benefit.
79. If, intentionally or as a result of gross negligence, you do not take the measures available to you to reduce the extent of the loss – we will not be liable for losses which arose for that reason.
80. If the policyholder or you (if you know that they have entered into an agreement for your benefit) – either intentionally or as a result of gross negligence – failed to notify us about the occurrence of the insured event within the set time limit (see section 70) and this has contributed to exacerbation of the loss, or prevented us from determining the circumstances and consequences of an insured event, we may reduce the indemnity or benefit accordingly. We may reduce them insofar as they have contributed to the exacerbation of the loss, or prevented us from determining the circumstances and consequences of an insured event.
81. We will not be liable for losses, if you or the policyholder, either deliberately or as a result of gross negligence:
 - 1) do not attempt to mitigate the effects of a fortuitous event (see section 71 item 1) or
 - 2) do not allow us to pursue claims for damages against those responsible for the loss (see section 71 item 2).

Loss report

82. In the loss report, you describe the circumstances of the insured event as well as damages and losses you have determined.
83. We confirm that we have received the report and determine the further course of action.
84. We may ask you to provide:
 - 1) documentation from treatment or rehabilitation – in the event of a bodily injury;
 - 2) an inventory of damaged property;
 - 3) a confirmation that the loss has been reported to the police, a statement from the perpetrator, an administrative report from the site where loss occurred, witness statements, if there were any witnesses to the insured event (in the form of written statements), and a list of witnesses along with their contact information;
 - 4) cost estimates or invoices for the incurred costs of treatment, purchase of medications, dressings, aids, personal items, repairs or purchase of damaged or destroyed property.
85. We may check the documents that you provide us with, including bills, cost estimates and invoices, in order to determine the circumstances, extent and amount of the loss.
86. If we do not accept our liability, we or the Emergency Centre will inform you or the beneficiary in writing that we refuse to pay out the indemnity or benefit. When doing so, we will indicate the reason for the refusal.

Payment of indemnity or benefit

87. We pay the indemnity or benefit to you or the person or entity authorised to collect the indemnity or benefit, and when we are refunding costs – to the person or entity who incurred the said costs.

Information

The entity authorised to collect the indemnity or benefit may be, for example, a medical facility that treated you and incurred the costs of your treatment.

88. The indemnity or benefit is paid out in PLN. However, when an entity having its registered office outside Poland applies for the reimbursement of costs and the said costs were incurred in a foreign currency, we will pay the indemnity or benefit in that foreign currency.
89. The costs you incur in foreign currencies are converted into Polish zlotys at the average exchange rate of the National Bank of Poland. We apply the exchange rate applicable as at the date on which we determine the indemnity or benefit.
90. We reimburse the costs included in our cover on the basis of bills and proof of payment as well as your statement that no other person has reimbursed them.
91. We may verify documents that you provide us with and consult specialists.

FINAL PROVISIONS

Complaints

92. You, the **policyholder**, the **beneficiary** or the **aggrieved party** may lodge a complaint concerning the conclusion or performance of this agreement.
93. A complaint may be filed:
- 1) in writing – to the address of our selected branch or in person;
 - 2) electronically – using the complaint form available at www.wiener.pl;
 - 3) verbally – in person for the record or by phone.
94. In the complaint, you provide:
- 1) your first name, surname (name), address and contact number;
 - 2) **loss** report number or policy number;
 - 3) subject of the complaint;
 - 4) a substantiation of the complaint and any proof.
95. We will consider the complaint without undue delay, but in any case within up to 30 days from the day on which we received it. If the matter is particularly complicated and we cannot respond to the complaint within 30 days, we will reply within a maximum of 60 days from the day on which we received it. In such case, we will inform you:
- 1) what the reason for the delay is;
 - 2) what circumstances we need to establish in order to handle the complaint;
 - 3) within what time frame, we will handle the complaint and provide a response.
96. We will provide you with a response in writing. We may send it by e-mail, but only at your express request.
97. You, the **policyholder**, the **beneficiary** or the **aggrieved party** may:
- 1) submit a request to the Financial Ombudsman to examine the case;
 - 2) use:
 - a) out-of-court proceedings to resolve disputes between a customer and a financial market entity, conducted by the Financial Ombudsman (www.rf.gov.pl), or
 - b) proceedings before the Arbitration Court of the Polish Financial Supervision Authority (www.knf.gov.pl);
 - 3) pursue your claims before a common court – this means that you may bring an action in accordance with the provisions on general jurisdiction or before a court having jurisdiction over your place of residence or registered office
98. We are subject to supervision by the Polish Financial Supervision Authority.

Recourse claims

99. You have a duty to help us pursue recourse claims against **third parties**, who are responsible for the loss, including by providing relevant documents and the necessary information.
100. As of the date of payment of the benefit or indemnity, your claims against the perpetrator are transferred by law to us up to the value of amounts we paid out.
101. If you or a person who acts on your behalf waives or limits the claim to the **benefit** or **indemnity** against the perpetrator of the loss without our consent – we may refuse to pay the **benefit** or **indemnity** or reduce it accordingly. If we become aware that a claim has been waived or limited after the payment has been made – we may seek:
- 1) the amount of **benefit** or **indemnity** we paid out, either in whole or in part, and
 - 2) the necessary costs that we have incurred in order to recover the amount paid.

Notices and statements

102. Any notices and statements submitted by you, the policyholder, us or other persons regarding the insurance agreement must be – for evidentiary purposes – submitted:
- 1) in writing (a letter with a handwritten signature) or
 - 2) as a document (e.g. an e-mail sent from a personal mailbox) or
 - 3) in electronic form (e.g. an electronic document affixed with a qualified electronic signature).
- Situations in which other rules for submitting documents apply are indicated in the insurance agreement, the GTCI or in clauses.
103. The **policyholder** is under an obligation to inform us of any change of their address of residence or registered office.
104. We have a duty to inform the **policyholder** about any changes to the address of its registered office.
105. The Company will not provide cover or pay the **benefit**, insofar as the cover or payment of the benefit would expose the Company to consequences related to non-compliance with UN resolutions or sanctions regulations, trade embargo or economic sanctions imposed under the law of the European Union or the United States of America or the laws of other countries and regulations issued by international organisations, if they apply to the subject-matter of the agreement.

Applicability of the GTCI

106. The GTCI were approved by our Management Board by way of resolution No. 138/21 of November 2, 2021.
107. The GTCI shall enter into force as of December 1, 2021. They form part of insurance agreements which we have concluded under the TRAVEL Package as of that date.

GLOSSARY

108. Certain terms in the GTCI have a special meaning. We have explained them below and highlighted them in the text in bold. They include:
- 1) **act of terror** – an illegal act or action that is also:
 - a) organised on ideological, religious, political or social grounds;
 - b) either individual or group-based;
 - c) performed by individuals operating independently or on behalf of any organisation or government;
 - d) directed against persons, facilities or the public;
 - e) intended to influence a government, introduce chaos, intimidate the population or disorganise public life using violence or the threat of violence;
 - 2) **practising amateur sports** – undertaking physical activity for recreation and biological regeneration, including winter and water sports, which include:
 - a) skiing, snowboarding, tobogganing on downhill runs designated for that purpose;
 - b) skating, ice hockey on ice rinks prepared for that purpose;
 - c) ice boating, mountain kayaking, surfing, rowing, sailing, kitesurfing, diving using breathing apparatus and sports scuba diving, freediving, wakeboarding, mountain canoeing, rafting, water skiing;
 - 3) **necessities** – basic clothing, toiletries or hygiene products and foodstuffs that you purchase only for yourself. They do not include alcoholic beverages;
 - 4) **travel luggage** – your personal items which you customarily take when travelling, such as clothing and underwear, footwear, cosmetics, toiletries and hygiene products, spectacles and electronic equipment,
 - 5) **fight** – an altercation the participants of which violate each other's physical integrity, as they exchange blows. They are both attackers and defenders.
A fight does not mean:
 - a) engaging in an altercation as part of official duties to restore order or peace, and
 - b) acting in self-defence;
 - 6) **Emergency Centre** – an entity which organises and provides services under assistance insurance on our behalf;
 - 7) **illness, sickness** –
 - a) a sudden response of the body to the pathogen, manifested by functional disorders or damage to the structure of the body and causing undesirable symptoms, or
 - b) a medical condition that occurred suddenly, threatens your life or health, requires immediate medical assistance and requires you to undergo treatment before returning to Poland or the **country of permanent residence**.
An illness is also considered to be a sudden exacerbation of an existing **chronic illness**;
 - 8) **chronic illness** – a long-term illness diagnosed prior to the commencement of insurance cover, usually lasting for months or years (including periods of exacerbation or remission), treated either continuously or periodically;
 - 9) **tropical illness** – an illness from the group of illnesses with varying aetiologies, present in countries with a hot climate. It requires treatment by physicians specialising in travel medicine in a specialised medical facility in Poland or abroad that specialises in the treatment of tropical illnesses;
 - 10) **foreign national** – a natural person who is not a citizen of Poland or has Polish citizenship but Poland is not a **country of permanent residence** for him or her;
 - 11) **works of art** – antiques and items of artistic, historical or museum value (paintings, posters, sculptures, furniture, jewellery), which:
 - a) were valued by an appraiser, an auction house or an entity who professionally trades in works of art, or
 - b) have a documented purchase value;
 - 12) **search and rescue costs** – if you go missing when **travelling abroad**, these are the costs of:
 - a) a search and rescue operation conducted by specialised services,
 - b) your transport, and
 - c) emergency medical assistance from the moment you are found to the moment of transport to the nearest medical facility.
The duration of the search and rescue operation is the period from the moment when the person is reported missing until the end of the search and rescue operation;
 - 13) **theft** – seizure of property for the purpose of misappropriation;
 - 14) **burglary** – theft or attempted theft from closed premises:
 - a) after the perpetrator:
 - i. removed the existing security measures using force and tools, destroying or damaging them, or
 - ii. unlocked the security measures using the original key obtained as a result of **theft** or **robbery**;
 - b) by the perpetrator who hid in the room before it was closed, provided that this could not be discovered while exercising due diligence and the perpetrator left traces that prove that they hid;

Information

Under the **travel luggage** or **sports equipment** insurance, a room also means the boot of a vehicle that is locked using existing security measures. However, **travel luggage** or **sports equipment** left inside cannot be visible from outside.

- 15) **country of permanent residence** – a country in which your life interests (personal and economic interests) are concentrated, to which you will return when your foreign travel or domestic travel ends;
- 16) **rehabilitation treatment** – medical treatment recommended by a physician, intended to:
- restore the psychophysical fitness of the skeletal, muscular and nervous system to the fullest possible extent, and
 - eliminate mental disorders and adverse reactions.
- Rehabilitation treatment also includes rehabilitation recommended by a physician.
- 17) **accident** – a sudden fortuitous event resulting from an external cause which leads you, as an insured party, independently of your will, to:
- suffer a bodily injury or a health disorder, or
 - die.
- Under accident insurance, cover also includes the first myocardial infarction and the first cerebral infarction;
- 18) **indemnity** – money we pay to:
- you as compensation for the loss of assets, when we insure your property, or
 - a third party, if you cause damage to property due to your own fault;
- 19) **relative** – a wife, husband, partner, children, daughter-in-law, son-in-law, parents, siblings, grandparents, grandchildren, parents-in-law;
- 20) **third party** – a person other than you or a relative. We do not consider a third party to be a person who we insure under the same insurance agreement as you;
- 21) **partner** – a person who, during the period of insurance cover, is in an informal relationship with you and runs a common household with you. A person who is 18 years of age and is not related to you;
- 22) **foreign travel** – departure, travel or temporary stay outside Poland and the country of permanent residence of a Polish national or a foreign national;
- 23) **domestic travel**:
- short-term domestic travel of a Polish national or a foreign national outside the place of their residence, e.g. in connection with a holiday trip, a holiday camp, pilgrimage, or
 - arrival and temporary stay in Poland of a foreign national, e.g. in connection with education, work, long-term secondment;
- 24) **aggrieved party** – any third party to whom you are liable under the insurance against third-party liability in private life for the loss caused and who is not indicated as an insured party under the policy;
- 25) **fire** – a fire that spread beyond the hearth or started spontaneously and spread on its own;
- 26) **personal items** - braces, corsets, crutches, stabilisers, orthopaedic aids, corrective glasses, corrective lenses and hearing aids, blood pressure or glucose measuring aids, insulin pump;
- 27) **convalescence** – the time of return to health and biological regeneration after an illness, accident or surgery;
- 28) **robbery** – theft or attempted theft for the purpose of misappropriation of an insured item by a perpetrator who:
- used physical violence against you or threatened its immediate use or led you to a state of unconsciousness or defencelessness – including to keep an item that they have taken from you;
 - deceived you, i.e. misled you or took advantage of your mistake when, due to your health condition or age, you were unable to oppose the theft, including by scamming money (e.g. "grand-child", "police officer" scams, etc.);
- 29) **high-risk sports** – abseiling, alpinism, cave alpinism, hot-air ballooning, bobsledding, bouldering, bungee, BASE jumping, downhill MTB, heli-skiing, heli-snowboarding, cycling on terrain filled with obstacles (bumps, take-offs) or on specially prepared routes (excluding urban and tourist bicycle paths), kiteboarding, kite-skiing, kite-snowboarding, hunting, paragliding, parkour, rugby, parachuting, speleology, aviation sports, water motor sports falling under the sports section, gliding, climbing, indoor climbing, ice climbing, mountain climbing, competitive skiing and snowboarding outside designated routes, trips to places with extreme climate or natural conditions, trips to mountain and upland areas located 5,500 m above sea level;
- 30) **electronic equipment** – camera (analogue and digital), portable computer equipment, tablets, video cameras (analogue and digital), sports cameras, drones, mobile phones, e-book readers, discmans, MP3 players, wireless headphones, portable drives, power banks;
- 31) **sports equipment** – equipment used for practising amateur and competitive sports that you take when travelling, such as: bicycles, cross-country skis, downhill skis, water skis, trekking poles, Nordic walking poles, skates, rollerblades, skateboards, scooters, helmets, surfing boards, windsurfing boards, snowboards, ice axe, etc. together with accessories necessary for the equipment to function correctly;
- 32) **water equipment** – rowing boats, racing rowing boats, canoes and water bikes, surfing boards, pontoons, sailing yachts with a sail area of up to 10 m²;
- 33) **sum insured** – the maximum amount up to which we are liable when we insure the relevant type of property or the relevant event under property and personal insurance. We determine it together with the policyholder;
- 34) **sum guaranteed** – the maximum amount which the aggrieved party may receive under insurance against third-party liability in private life;
- 35) **loss** – bodily injury or damage to property;
- 36) **total loss** – destruction of property to the extent where:
- it cannot be used any longer, or
 - the repair costs would exceed its value;
- 37) **bodily injury** – a health disorder or death as a result of an insured event;
- 38) **damage to property** – damage, destruction or seizure of property as a result of an insured event;
- 39) **hospital** – a healthcare institution which provides round-the-clock care for patients:
- in closed conditions, and
 - to the extent of diagnosis and treatment, and
 - using a qualified medical and nursing staff.
- A hospital does not mean a social care centre, a centre for the mentally ill, a centre for the treatment of addiction to alcohol, narcotics, medication and other similar agents, a sanatorium, a holiday resort, a spa resort;
- 40) **aids** – remedies recommended by a physician that are necessary to support treatment conducted in connection with an illness or accident, such as: corsets, prostheses (except dental prostheses), braces, crutches, stabilisers, orthopaedic aids, hearing aids, corrective glasses, corrective lenses;
- 41) **means of payment** – cash, payment and credit cards, cheques;
- 42) **benefit** – compensation for bodily injury, e.g. costs of your treatment, annuity or compensation for a third party, which we pay out on a one-off or recurring basis;
- 43) **Table of fixed benefits** – a list of bodily injuries and the corresponding percentage of health impairment, applicable as at the date of conclusion of the insurance agreement. The table is not an annex to the GTCI;
- 44) **policyholder** – a person who enters into an insurance agreement with us and is under an obligation to pay the premium. The policyholder may conclude the agreement:
- for themselves – in such case they are both the policyholder and the insured party, or
 - for you – in such case you are the insured party;

Information

The policyholder may be a natural person, legal person or organisational unit without legal personality.

- 45) **insured party** – you, i.e. the person covered by the insurance. If you are a Polish national, you may be insured under the option of insurance against the costs of treatment received abroad together with assistance services and the consequences of accidents in Poland.
- If you are a foreign national, you may be insured under the following insurance options:
- insurance against the costs of treatment received abroad together with assistance services, or
 - insurance against the costs of treatment of foreign nationals together with assistance services in Poland;

Information

We may provide you with insurance cover under the agreement with the policyholder, if you are a natural person.

- 46) **cerebral infarction** – a sudden brain dysfunction which lasts more than 24 hours, results from vascular causes (haemorrhage, thrombosis, embolism) and causes deficits that last more than 3 months and are confirmed by the results of imaging tests – CT or MRI. A cerebral infarction does not include transient ischaemic attacks (TIA);
- 47) **aircraft crash**:
- the crash of an aircraft, its part or cargo, or
 - forced landing of an aircraft;
- 48) **beneficiary** – a person authorised to receive the benefit in the event of your death. If the policyholder has not indicated a beneficiary, we will pay out the benefit in the following order:
- your spouse, if your separation has not been announced, or your partner;
 - your children in equal parts – if you do not have a spouse or partner;
 - your parents or legal guardians who were taking care of you at the time of your death, in equal parts - if you do not have a spouse, partner or children;
 - other heirs, with the exception of the municipality of your last place of residence and the State Treasury;
- Under the third-party liability insurance, the beneficiary is the aggrieved party;
- 49) **health impairment** – a physical impairment that causes impaired organ or limb function;
- 50) **PTD** – a personal transport device:
- which may be used exclusively by an operator located on that device, and
 - with a maximum width in motion of 0.9 m;
 - with a length of 1.25 m;
 - with a mass of up to 20 kg, and
 - equipped with an electric drive the design of which limits the speed of travel to 25 km/h;

- 51) **replacement value** – the costs of restoring property to an as-new, but not improved condition. They include the costs of repair, replacement or purchase of a new item of the same kind, type and with the same or similar parameters. The replacement value only applies to assets which are not older than 5 years as at the moment of entry into the agreement. Actual value is determined for older assets.
- 52) **actual value** – the purchase price of a new item of the same kind, type and with the same or similar parameters less the degree of technical wear and tear;
- 53) **practising of competitive sports:**
- practising sport as part of a membership in sports clubs, associations and sports organisations to maximise performance;
 - participation in competitions, events or fitness training camps, regardless whether you gain any income from said participation;
- 54) **performance of physical labour** – work involving a higher risk of loss which you are performing and for which remuneration is customarily received. The legal basis of your employment does not matter. The performance of physical labour is also considered to mean the performance of activities or work:
- in the construction industry – including at heights;
 - in the mining and quarrying industry – including underground;
 - in the shipbuilding industry – on the construction and repair of ships,
 - diving and underwater activities;
 - using tools such as cranes, machine tools, road and pneumatic machinery;
 - involving the use of paints, varnishes, liquid fuels, gases, liquids and technical oils;
 - on high voltage equipment;
 - with explosive, radioactive and chemical materials,
 - as a racehorse rider and jockey;
 - as a delivery truck, lorry and tanker driver,
 - in the oil industry (drilling platforms, drilling wells, fuel stores, gas stations),
 - in mountain and water rescue services,
 - as an acrobat, stuntman, animal tamer and other professions related to working in a circus;
- 55) **equipment:**
- movable assets (furniture, bed mattresses, lining, carpets and curtains, home electronics and white goods, interior decoration elements) and
 - fixed interior elements (finishing elements, installations and electrical, water and sewage, gas installation and alarm system equipment, either installed or permanently embedded inside rooms);
- 56) **flooding** – the effects of liquids or steam inside rooms, resulting in damage to your property. We consider flooding to mean flooding as a consequence of:
- failure of and damage to installations or devices forming their components, including pipe cracks resulting in leakage outside those installations or devices;
 - leaving taps or other valves in installations open unintentionally, spontaneous initiation of automatic fire extinguishing installations (sprinkler or jet spray), excluding cases where they are a consequence of fire, attempted start-up, attempted repair, reconstruction or modification of an installation or a building;
 - precipitation, e.g. rain, hail or melting snow;
 - power supply interruptions or white goods failure;
 - damage to the aquarium, including its accessories;
 - flooding by third parties as a result of rescue operations;
 - backup of liquids or steam from water supply or sewage installations;
 - failure or damage to a water bed;
- 57) **myocardial infarction** – myocardial necrosis:
- resulting from ischaemia and
 - showing electrocardiographic and biochemical symptoms, and
 - diagnosed in imaging tests (ECHO, computed tomography);
- 58) **collection** – a collection of items of one type, e.g. a collection of paintings, coins, posters with a cultural, artistic, historical, museum or scientific value;
- 59) **fortuitous event** – future, uncertain, sudden, unexpected events beyond your control that result in a loss. The said events include: lightning strike, explosion, airplane crash, fire, wind, precipitation, flood, land collapse, landslide, avalanche, flooding, volcanic eruption;
- 60) **insured event** – an event for which we are liable on the basis of an agreement with the policyholder. The said event may include: illness, accident, transport when travelling abroad or travelling domestically, health impairment or accidental death when travelling abroad or travelling domestically, burglary, loss or destruction of travel luggage or sports equipment, events which give rise to your third-party liability;

Annex to the GTCI TRAVEL Package – Table of fixed benefits

Section/ Item	Type of injury	Percentage of impairment	
		Right (dominant)	Left
I.	FRACTURES		
1	Calvarial fracture	5%	
2	Skull base fracture	10%	
3	Jaw or mandible fracture	6%	
4	Nasal bone fracture	2%	
5	Rib fracture	per 1%, up to a maximum of 10%	
6	Sternal fracture	3%	
7	Shoulder blade, clavicle fracture	6%	5%
8	Humerus fracture	6%	5%
9	Fracture in the radius area	3%	2%

10	Carpal and metacarpal fractures	2%	1%
11	Thumb and index finger fracture	2%	1%
12	Middle, ring and little finger fracture (per finger)	1%	1%
13	Pelvic fracture	12%	
14	Femur fracture	10%	
15	Lower leg fracture (tibia or tibia and fibula)	2%	
16	Fracture in the ankle joint area	2%	
17	Fracture in the knee joint area	2%	
18	Foot fracture (excluding toe bones)	1%	
19	Hallux fracture	2%	
20	Toe fracture (per toe)	1%	
21	Hip joint fracture	5%	
22	Fracture of vertebral bodies, without neurological symptoms (per body)	4%	
23	Fracture of the spine – arches, transverse processes, spinous processes (per each)	2%	
24	Tail bone fracture	3%	
II.	DISLOCATIONS, SPRAINS, MUSCLE AND TENDON INJURIES	Right (dominant)	Left
25	Dislocation of the acromioclavicular joint or sternoclavicular joint or scapulohumeral joint	3%	2%
26	Sprain of the acromioclavicular joint or sternoclavicular joint or scapulohumeral joint	2%	1%
27	Dislocation of the elbow joint	5%	4%
28	Sprain of the elbow joint	3%	2%
29	Sprain, dislocation of the wrist	2%	1%
30	Dislocation, sprain of the thumb	2%	1%
31	Dislocation, sprain of interphalangeal joints or metacarpophalangeal joints of fingers II-V (per finger)	0,5%	

32	Post-traumatic dislocation of the hip joint	10%
33	Sprain of the hip joint	3%
34	Dislocation of the knee joint	5%
35	Sprain of the knee joint	3%
36	Dislocation of the ankle joint	1%
37	Sprain of the ankle joint or the foot or of the ankle joint and the foot	1%
38	Dislocation, sprain of the tarsal	1%
39	Dislocation, sprain of the hallux	1%
40	Dislocation or sprain of toes II to V (per toe)	1%
41	Sprain of cervical spine	1%
42	Sprain of thoracic spine	1%
43	Sprain of lumbar spine	1%
44	Muscle injury unrelated to other injuries mentioned in this table	3%
45	Tendon ruptures unrelated to sprains and dislocations mentioned in this table	3%
III.	BURNS, FROSTBITE	
46	2 nd degree burn to 1-2% of total body surface area (TBSA)	1%
47	2 nd degree burn to 3-14% of total body surface area (TBSA)	1%
48	2 nd degree burn to 15-30% of total body surface area (TBSA)	10%
49	2 nd degree burn to more than 30% of total body surface area (TBSA)	20%
50	3 rd degree burn to 1-2% of total body surface area (TBSA)	2%
51	3 rd degree burn to 3-10% of total body surface area (TBSA)	6%
52	3 rd degree burn to 11-30% of total body surface area (TBSA)	15%
53	3 rd degree burn to more than 30% of total body surface area (TBSA)	25%

54	Respiratory tract burn treated in hospital	25%		
55	2 nd or 3 rd degree frostbite in one finger or toe	1%		
56	2 nd or 3 rd degree frostbite in more than one finger or toe	3%		
57	2 nd or 3 rd degree frostbite of the nose or auricle	3%		
IV.	CONCUSSIONS			
58	Concussions with confirmed loss of memory or consciousness, without hospitalisation	1%		
59	Concussion - hospitalisation for 1-2 days	2%		
60	Concussion - hospitalisation for more than 2 days	3%		
V.	SKIN WOUNDS			
61	Facial skin wounds requiring surgical treatment, e.g. stitches	3%		
62	Non-facial skin wounds requiring surgical treatment, e.g. stitches	2%		
63	Wounds on the interior of the oral cavity requiring surgical treatment, e.g. stitches	2%		
64	Facial bite wounds	2%		
65	Non-facial bite wounds	1%		
VI.	DISMEMBERMENTS, AMPUTATIONS		Right (dominant)	Left
66	Upper limb above the elbow joint	70%	60%	
67	Upper limb below the elbow joint	60%	50%	
68	Lower limb above the knee joint	60%		
69	Lower limb below the knee joint	50%		
70	Lower limb below the tarsal (forefoot)	30%		
71	Total loss of both feet	100%		
72	Total loss of one upper limb and one lower limb, loss of one hand and one foot above the ankle joint	100%		
73	Complete paralysis of at least two limbs	100%		

74	Complete paralysis of one limb	50%	40%
75	Total loss of thumb	15%	10%
76	Partial loss of thumb	8%	6%
77	Total loss of finger II	12%	10%
78	Partial loss of finger II	6%	4%
79	Total loss of finger III, IV - per finger	7%	5%
80	Partial loss of fingers III, IV	3%	2%
81	Total loss of finger V	3%	3%
82	Partial loss of finger V	2%	1%
83	Loss of the tip of the thumb, finger II, III - per each	1%	1%
84	Loss of all fingers on one hand	40%	30%
85	Total loss of toes: II, III, IV, V (per toe)	2%	
86	Partial loss of toes: II, III, IV, V (per toe)	1%	
87	Total loss of the big toe	8%	
88	Partial loss of the big toe	5%	
89	Loss of all toes on one foot	15%	
90	Loss of a teat by a woman	15%	
91	Loss of a nipple	10%	
92	Loss of sight in one eye	40%	
93	Loss of sight in both eyes	100%	
94	Loss of sight in one eye with concurrent enucleation of the eye ball	50%	
95	Loss of hearing in one ear	30%	
96	Total loss of hearing in both ears	80%	

97	Total loss of speech	100%
98	Total loss of an auricle	15%
99	Partial loss of an auricle	4%
100	Total loss of both auricles	30%
101	Total loss of nose	20%
102	Amputation of an ala of the nose	8%
103	Total loss of permanent teeth (per tooth)	2%, up to a maximum of 20%
104	Partial loss of permanent teeth (per tooth)	1%, up to a maximum of 10%
105	Total loss of deciduous teeth (per tooth)	1%, up to a maximum of 10%
106	Loss of jaw or mandible	40%
107	Total loss of spleen	20%
108	Loss of uterus	40%
109	Loss of penis	40%
110	Total loss of one kidney (when the other kidney is healthy)	20%
111	Total loss of both kidneys or loss of one kidney with impairment of the function of the other kidney	80%
112	Total loss of ovary or testicle	10%
113	Total loss of both testicles or both ovaries	40%
VII.	NEUROLOGICAL DISORDERS, OTHER CONSEQUENCES OF HEAD INJURY	
114	Chronic hemiplegia or paraparesis (Lovett 0-1)	100%
115	Hemiparesis or paraparesis significantly impairing limb mobility (Lovett 2)	80%
116	Hemiparesis or paraparesis moderately impairing limb mobility (Lovett 3)	70%
117	Mild hemiparesis (Lovett 3 + - 4-)	40%
118	Permanent extrapyramidal syndrome which significantly hinders the efficiency of the system and requires care by others	100%

119	Permanent extrapyramidal syndrome which hinders the efficiency of the system, linked to speech impediments, ocular attacks, etc.	60%
120	Permanent extrapyramidal syndrome	10%
121	Permanent balance disorders	30%
122	Confirmed post-traumatic epilepsy (with an attack observed by a physician)	50%
123	Encephalopathies with changes in character, retardation, etc.	50%
124	Cerebrastenia related to craniocerebral trauma – dizziness, concentration, attention, memory deficit disorders – persisting for more than 6 months after trauma, despite treatment – treatment records required	10%
125	Confirmed post-traumatic headaches – persisting for more than 6 months after trauma, despite treatment – treatment records required	5%
126	Post-traumatic hypothalamic syndromes (diabetes, diabetes insipidus, hypothyroidism and other endocrine disorders of central origin)	30%
127	Impairment of the motor nerve of the eyeball	15%
128	Impairment of the trigeminal nerve	10%
129	Impairment of the facial nerve	10%
130	Mental disorders requiring constant care by third parties (dementia, permanent psychosis)	70%
131	Other permanent paresis or paralysis	10%
132	Cerebral infarction without permanent consequences	5%
133	Parenchymal contusion	10%
VIII.	OTHER INJURIES	
134	Speech disorders	10%
135	Concentric narrowing of the visual field	20%
136	Disorders related to lacrimal duct obstruction	10%
137	Damage to the lungs and the pleura (pleural adhesions, damage to the lung tissue, loss of the lung tissue, foreign bodies, etc.)	7%
138	Damage to the oesophagus causing eating difficulties	20%
139	Post-traumatic hydrocele	7%

140	Reduction of visual acuity, according to the Snellen chart, by each 0.1	5%
141	Removal of scalp in men	7%
142	Removal of scalp in women	10%
143	Myocardial infarction	20%
144	Any other injuries not listed in this table that require non-recurring, uninterrupted hospital treatment persisting for at least 3 days in a period of no more than 12 months from the date of the event	2%

PART 2 - CLAUSES – SPECIFIC PROVISIONS

Clause No. 1 Insurance against the costs of treatment together with assistance services

Subject and scope of insurance

- This clause forms part of the insurance agreement concluded with the policyholder, if they chose to include this scope of insurance cover. On the basis of this clause, we are liable for the costs of your treatment or assistance services. The above includes costs which arose during the term of this insurance agreement.
- Under this clause, the insurance agreement may pertain to:
 - foreign travel or
 - domestic travel – arrival and temporary stay in Poland.
- We are liable for the costs of treating the illness or the consequences of an accident that occurred:
 - when travelling abroad – according to the selected territorial scope. We are liable from the moment when travel begins, but in any case not earlier than from the moment of crossing the Polish border, to the moment when travel ends and you are once again crossing the Polish border, returning to the place where travel began, but in any case until not later than the day indicated in the policy;
 - when travelling domestically – only in Poland
- The cover includes the costs of treatment of an illness or the consequences of an accident which you must undergo immediately when travelling abroad or travelling domestically, and which is necessary from the medical standpoint.
- The cover also includes the costs of treatment which you must undergo in connection with being infected with COVID-19 when travelling abroad or travelling domestically and which is necessary from the medical standpoint. We cover the costs of treatment of that illness, if as at the date of departure on your foreign travel or date of arrival in Poland you:
 - have received a full complement of vaccinations against COVID-19 and at least 14 days have passed since travel began, or
 - have received a negative result of the PCR or antigen test, performed

- within 72 hours prior to commencing foreign travel or arriving in Poland, or
- are a convalescent, i.e. you have recovered from COVID-19 within up to 6 months prior to the commencement of travel or arrival in Poland and you additionally received a negative PCR or antigen test result or a quarantine completion certificate.
 - Within the framework of cover, we organise medical assistance in connection with your health problems and we cover its costs until your health condition will allow you to return or be transported to Poland or the country of permanent residence.
 - On the basis of this clause, we can conclude an agreement in one of the following two options:
 - the option covering the costs of treatment received abroad together with assistance services and the consequences of accidents in Poland, or
 - the option covering the costs of treatment of foreign nationals together with assistance services in Poland.
 - In the option covering the costs of treatment received abroad together with assistance services and the consequences of accidents in Poland, you may choose cover for foreign travel or domestic travel. In the case of domestic travel, this insurance option does not cover the costs of treatment of an illness or the consequences of an accident.
 - In the option covering the costs of treatment received abroad together with assistance services and the consequences of accidents in Poland, we can provide cover to Polish nationals and foreign nationals.
 - In the option covering the costs of treatment of foreign nationals together with assistance services in Poland, we can provide cover only to foreign nationals who are travelling in Poland.
 - The scope of insurance cover provided under both options is presented in the tables below. The said tables are:
 - for the option covering the costs of treatment received abroad together with assistance services and the consequences of accidents in Poland – Table No. 1;
 - for the option covering the costs of treatment of foreign nationals together with assistance services in Poland – Table No. 2;
 The tables specify the costs that we cover or reimburse and assistance services we guarantee under insurance.

Table 1. Scope of insurance cover under the option of insurance against the costs of treatment abroad together with assistance services and the consequences of accidents in Poland.

Item	Scope of insurance cover	Our liability	Sums insured and limits of liability
1	costs of hospital treatment and surgical procedures when travelling abroad	Through the Emergency Centre, we will organise hospital treatment and pay for that treatment and surgery, if from a medical standpoint they are necessary in connection with an illness or an accident which occurred during your foreign travel. Under the insurance, we also pay for the use of a decompression chamber, if necessary.	up to the amount of the sum insured for treatment costs
2	costs of hospital treatment and surgical procedures as well as the costs of diagnosis and out-patient procedures for chronic illnesses in foreign travel	Through the Emergency Centre, we will organise and pay for: <ol style="list-style-type: none"> treatment in a hospital and surgery, if they are necessary from a medical standpoint in connection with an exacerbation of a chronic illness; treatment related to the exacerbation of a chronic illness which requires a visit by a physician, or diagnostic tests commissioned by a physician during your foreign travel, necessary to assess the effects of an illness. 	up to the amount of the sum insured for treatment costs

3	costs of diagnosis and outpatient procedures when travelling abroad and the travel costs of the physician	Through the Emergency Centre, we will organise treatment for an illness or the consequences of an accident which requires a visit by a physician, and we will pay for that treatment or diagnostic tests ordered by a physician during your foreign travel, necessary to assess the effects of an illness or an accident. If your health condition does not allow you to go to your physician, through the Emergency Centre we will organise a visit by a physician to the place where you are residing during your foreign travel.	up to the amount of the sum insured for treatment costs
4	costs of dental treatment	If you suffer from acute pain or inflammation and you need immediate dental assistance, we will organise that treatment through the Emergency Centre and pay for it. If you organise this treatment on your own, we will reimburse you for its costs.	up to EUR 500 within the sum insured for treatment costs
5	costs of treatment of tropical illnesses after returning to Poland or the country of permanent residence;	If after returning to Poland or the country of permanent residence you are diagnosed with a tropical illness, we will reimburse you for the costs of its treatment. We will do so, provided that the illness was diagnosed up to 30 days after the expiry of the insurance agreement. We will reimburse you for the costs that needed to be incurred from a medical standpoint in order to treat the illness, provided that the treatment was recommended by a specialist physician. Under the insurance, we will reimburse you for the costs of treatment and medications, but we will not reimburse the costs of commute to healthcare facilities.	up to PLN 15,000 within the sum insured for treatment costs
6	costs of continuation of treatment after returning to Poland	If the illness or accident that occurred during your foreign travel also requires treatment when you return to Poland or the country of permanent residence, we will reimburse you for the costs of their further treatment – but only if it is continued in Poland. We will reimburse the said costs, provided that: a) they are connected to the illness or accident which occurred during your foreign travel and was treated there for that reason; b) The Emergency Centre organised the treatment and paid for it or you paid for it and you have medical records which confirm the treatment of the illness, or the consequences of the accident. The costs of continuation of treatment do not mean the costs of rehabilitation treatment, including recommended rehabilitation.	up to PLN 5,000 within the sum insured for treatment costs
7	costs of transport in foreign travel: • from the place of illness or accident when travelling abroad to a medical facility, • between medical facilities, • from a medical facility to the place of stay	Through the Emergency Centre, we will organise and pay for transport by a means of transport appropriate to your health condition: a) from the place of illness or accident to the nearest medical facility, b) between medical facilities, c) return transport from these medical facilities to the place of your stay when travelling abroad. If you organise this transport on your own, we will reimburse you for its costs.	up to the amount of the sum insured for treatment costs
8	costs of transport from your foreign travel to the hospital or the place of residence in Poland or the country of permanent residence	If in connection with an illness or an accident and medically you need to be transported to a hospital or to your place of residence in Poland or in the country of permanent residence, we will organise that transport and pay for it through the Emergency Centre. We will pay for it up to the amount of costs for the means of transport appropriate to your health condition. It must meet the requirements specified in a written recommendation by a physician. The Emergency Centre must approve the transport. Without the approval we will not accept the costs of that transport. When it is transport to the country of permanent residence other than Poland and it is organised by the Emergency Centre, we will pay for it up to the amount of costs that the Emergency Centre would have incurred if it had organised it to Poland. Transport costs do not reduce the sum insured specified for treatment costs. If you organise this transport on your own, we will reimburse you for the costs that the Emergency Centre would have incurred, if it had organised it.	up to the amount incurred by the Emergency Centre when organising transport – up to the equivalent of the sum insured for treatment costs
9	costs of medications, infusion fluids and dressings	We will reimburse you for the costs of medications, infusion fluids and dressings purchased, if they were recommended by your physician during your foreign travel.	up to the amount of the sum insured for treatment costs
10	costs of repairing or purchasing aids;	We will reimburse you for the costs of repairing aids and, if they cannot be repaired, the costs of purchasing new ones. These must be aids which during your foreign travel: a) belonged to you and b) were damaged or destroyed as a result of an illness or an accident.	up to PLN 2,000 within the sum insured for treatment costs

11	costs of transport of remains to Poland or to the country of permanent residence, regardless of the cause of death, or the costs of a funeral or cremation during your foreign travel.	In the event of your death during your foreign travel, the Emergency Centre will organise and pay for the transport of the remains to Poland or to the country of permanent residence. When this applies to transport to the country of permanent residence other than Poland, we will pay for it up to the amount of costs that the Emergency Centre would have incurred if it had organised transport to Poland. If transport is organised by your relatives, we will reimburse them for their costs, including the cost of purchasing a special transport coffin, up to the amount that the Emergency Centre would have paid if it had organised the said transport. Transport costs do not reduce the sum insured specified for treatment costs. When a funeral or cremation takes place during your foreign travel, under the insurance we will cover or reimburse only funeral or cremation costs together with the transport of the urn.	up to the amount incurred by the Emergency Centre when organising transport – up to the equivalent of the sum insured for treatment costs
12	costs of travel, board and accommodation of the accompanying person or summoned person	If as a result of an illness or accident you are hospitalised for at least 7 days and during that period you will need a person to accompany you or a person who will have to be summoned to deal with matters related to your return to Poland or to the country of permanent residence because due to your health condition you cannot handle them on your own, we will reimburse the costs of: a) transport, board and accommodation of one person who will accompany you during your hospitalisation during your foreign travel; b) transport, board and accommodation of one person who you or your attending physician will summon to assist you and who will accompany you during transport to Poland or the country of permanent residence. Your physician must confirm that it is necessary for a person to accompany you during hospitalisation or for a person to be summoned.	up to 1% of the sum insured per day, for a maximum of 7 days, as part of the sum insured for treatment costs
13	search and rescue costs when travelling abroad.	If you go missing during your foreign travel, the Emergency Centre will organise a search for you by specialised mountain or water search and rescue services and cover the costs of this operation as well as the costs of first aid provided to you by the said services.	up to the amount of the sum insured for treatment costs
Scope of cover under assistance services		What services do we guarantee	Limits of liability
14	round-the-clock duty of the Emergency Centre.	If you need our assistance, you can call the Emergency Centre at any time of day and it will: a) help you organise treatment in the event of an illness or accident, b) inform you what to do when an event for which we are liable occurs, c) support you as part of the services and benefits you exercise.	without limitations
15	delivery of information	In the event of an unforeseen event – such as a strike, abduction of an aircraft, illness or accident – which results in a delay or change of your travel plans, the Emergency Centre, at your request, will provide the necessary information to your relative, employer or other institution or person you designate.	without limitations
16	information assistance when recovering documents	If during your foreign travel you lose your identity card, passport, travel ticket or other documents necessary to travel or return to Poland or the country of permanent residence or if they are stolen, the Emergency Centre will inform you what to do in order to recover these documents or be issued other documents to enable you to safely continue travelling or return home. However, we will not reimburse you for the costs you incur to recover or apply for documents.	without limitations
17	travel helpline	By calling the travel helpline, you will receive information about the country of your destination, including: a) required documents and vaccinations; b) the addresses of Polish embassies and consulates; c) the most convenient transport connections; d) the prices of motorway tolls, exchange rates, national holidays. You will also learn what medical services are guaranteed by the National Health Fund in individual EU Member States.	without limitations
18	sports helpline	By calling the sports helpline, you will receive information regarding your sports activity in the country of your destination. This includes information on: a) opening hours of ski slopes; b) weather on the slope; c) atmospheric conditions on waterways (e.g. water temperature, wind intensity); d) pass prices; e) specially prepared routes; f) warnings on difficult conditions; g) procedure to be followed if you cause a loss to someone when practising sports; h) the addressees of sports bases; i) contact details of sports schools, instructors; j) the addressees of sports stores; k) contact details and rates of professional sports equipment rental stores.	without limitations
19	language assistance	If you have problems communicating in a foreign language during the treatment of an illness or the consequences of an accident or when reporting a loss or damage of travel luggage or sports equipment to appropriate services, the Emergency Centre will arrange for an interpreter to assist you.	up to EUR 500 within the sum insured for treatment costs

20	costs of necessities in the event of flight delay	If a flight by which you intend to continue your travel (both return travel to Poland or the country of permanent residence and between countries) is delayed by at least 4 hours in relation to the scheduled departure time indicated in the flight schedule, we will reimburse you for the costs incurred to purchase necessities. We will not reimburse these costs, if the delay concerns chartered flights.	up to EUR 150 within the sum insured for treatment costs
21	transport of accompanying persons to Poland or the country of permanent residence in the event of your death	In the event of your death during your foreign travel, the Emergency Centre will organise and pay for an early return to Poland or the country of permanent residence for persons who accompanied you. We will arrange transport for these persons, if they are covered together with you under the same insurance agreement. If persons who accompanied you will return to the country of permanent residence other than Poland, we will reimburse you for transport costs up to the amount of costs that would have been incurred by the Emergency Centre, if it had organised transport to Poland.	up to the amount of the sum insured for treatment costs
22	costs of care for minors or dependent adults and their transport to Poland or the country of permanent residence	When as a result of an illness or accident that occurred during your foreign travel you are hospitalised, the Emergency Centre will: a) arrange care for minors or dependent adults that accompanied you during your travel and cannot continue to travel without your care; b) cover the costs of such care, meals and accommodation; c) arrange and pay for transport to their place of residence in Poland or in the country of permanent residence. We will arrange transport for your children or dependent adults, if they are covered under the same insurance agreement as you. We will pay for care, meals, accommodation and transport of children or dependent adults only if they were exclusively under your care during your foreign travel and were not accompanied by any other adult who could take care of them. If they return to the country of permanent residence other than Poland, we will pay for transport up to the amount of costs that would have been incurred by the Emergency Centre, if it had organised transport to Poland.	up to EUR 1,000 within the sum insured for treatment costs for care, meals and accommodation for one and all children or dependent adults, and transport costs for each child or for each dependent adult up to the sum insured for treatment costs
23	convalescence costs	If after the end of your hospitalisation due to an illness or accident the leading physician determines that due to your health condition you cannot be transported to Poland or the country of permanent residence, the Emergency Centre will arrange and pay for accommodation and meals for the duration of your convalescence until your safe return or transport is possible. The duration and method of convalescence is determined on the basis of medical records by physician leading your treatment abroad.	up to the amount of the sum insured for treatment costs
24	costs of continuation of travel abroad after treatment	If after the end of your treatment or hospitalization due to an illness or accident you can continue your foreign travel, the Emergency Centre will arrange and pay for transport from the place of your treatment or hospitalisation to the location of the next stage of your travel.	up to the amount of the sum insured for treatment costs
25	phone consultation with a physician	If your illness during your foreign travel is a cold, food poisoning, sun allergy or other ailment which does not require you to take prescription medication, at your request and with your consent the Emergency Centre will organise a one-off phone consultation with your physician. Your physician will tell you what to do in this situation and what medication to take.	up to the amount of the sum insured for treatment costs
26	ski pass costs or sports school costs	If as a result of an illness or accident you cannot use a purchased ski pass or you cannot participate in purchases sports school classes (skiing, snowboarding, sailing or windsurfing), we will reimburse you for the costs of an unused pass or unused sports classes. If the seller does not reimburse the cost of the pass or sports school classes and you are able to present a document that confirms payment and unused classes, we will reimburse you for full unused days.	up to EUR 250 over the sum insured for treatment costs
27	personal item delivery costs	If as a result of an illness or accident you suffer damage, loss or destruction of your personal items which you have with you when travelling abroad and which are necessary for the purposes of said travel, the Emergency Centre will arrange and pay for the dispatch of such items from Poland or the country of permanent residence to your place of stay during your foreign travel. This will be possible if you designate a person in Poland or in the country of permanent residence who will pass these items on to a representative of the Emergency Centre.	up to EUR 500 over the sum insured for treatment costs

28	costs of early return to Poland or the country of permanent residence	<p>If during your foreign travel you receive information that will make you decide to interrupt your journey and immediately return to Poland or to the country of permanent residence, but it will not be possible to use the original means of transport, we will arrange and pay for early return through the Emergency Centre. This applies to situations where you become aware of:</p> <ul style="list-style-type: none"> a) an illness or accident of a relative that requires their immediate hospitalisation, b) the death of a relative, or c) burglary, fire or flooding of your apartment or home. <p>In such case, the Emergency Centre will ask you about the reason for early return and will require:</p> <ul style="list-style-type: none"> a) medical records from a hospital that confirm hospitalisation of a relative, or b) a death certificate of a relative; c) a police report in the event of burglary, d) a statement from the building administrator on the fire or flooding, or e) other documents to confirm that you have to return early. <p>If you return early to the country of permanent residence other than Poland, we will pay for your return up to the amount that would have been paid by the Emergency Centre, if it had arranged for return to Poland.</p>	up to EUR 1,000 over the sum insured for treatment costs
29	costs of legal assistance	<p>If you require legal assistance in the field of third-party liability under the law applicable in the country in which you are travelling abroad, through the Emergency Centre we will arrange for a solicitor and an interpreter who on your behalf will conduct an investigation regarding claims brought against you by third parties. We will also pay their wages. However, we will not arrange for assistance and we will not cover the costs if the problem you have reported to us concerns:</p> <ul style="list-style-type: none"> a) criminal liability, b) pursued business or professional activity, and c) you owning or operating a motor vehicle. 	up to EUR 5,000 over the sum insured for treatment costs
30	costs of a substitute driver to Poland or the country of permanent residence	<p>If due to an illness or accident, as confirmed by a physician who treats you during your foreign travel, you cannot return to Poland or the country of permanent residence using the vehicle that previously had been your means of transport during your travel, through the Emergency Centre we will arrange and pay for a substitute driver who will take you home in your vehicle.</p> <p>This service may be exercised, provided that:</p> <ul style="list-style-type: none"> a) a physician who treats you during your foreign travel confirms that you are unable to operate your vehicle, b) you are the only driver, and c) you are not accompanied by any other person who holds a driver's licence and can drive the vehicle. <p>The costs associated with a substitute driver do not include the purchase of fuel, motorway tolls, vignettes, vehicle insurance, the costs of accommodation and meals for the driver. We will also not cover additional transport costs, if there are more persons returning with you, including the substitute driver, than there are available seats in the vehicle.</p> <p>If you return early to the country of permanent residence other than Poland with a substitute driver, we will pay for the driver up to the amount that would have been paid by the Emergency Centre, if it had arranged for return to Poland.</p>	up to EUR 1,000 over the sum insured for treatment costs
31	costs of replacement on business trips	<p>If your foreign travel is a business trip and due to an illness or accident you are unable to work for at least 7 days, through the Emergency Centre we will arrange for a business trip of a person who is to replace you in your professional duties and pay for their trip.</p>	up to EUR 1,000 over the sum insured for treatment costs
32	costs of transport to Poland or the country of permanent residence of animals accompanying you on your foreign travel	<p>If during your foreign travel you are hospitalised for longer than 7 days or you die due to an illness or accident, through the Emergency Centre we will arrange and pay for the transport of animals that accompanied you on your foreign travel and were under your exclusive care to a caretaker in Poland or the country of permanent residence.</p> <p>When this concerns transport to the country of permanent residence other than Poland, we will pay for it up to the amount that the Emergency Centre would have paid if it had organised transport to Poland.</p>	up to EUR 400 over the sum insured for treatment costs
33	costs of accommodation and board in the event that a travel agency goes bankrupt	<p>If the travel agency that organised your foreign travel declares bankruptcy and for that reason you are unable to return to Poland or to the country of permanent residence by the scheduled date, through the Emergency Centre we will arrange and pay for accommodation and board in the country of your foreign travel.</p> <p>However, we will not pay for your return to Poland or the country of permanent residence.</p>	up to EUR 200 per day, for a maximum of 5 days, over the sum insured for treatment costs
34	costs of purchasing return tickets in the event of refusal to grant entry to the country of destination	<p>If you arrive in a country that is the destination of your foreign travel and you have appropriate documents authorising you to enter its territory, and authorities do not grant you entry and you have to return to Poland or the country of permanent residence, we will reimburse you for the cost of purchasing a return ticket, if you cannot use the return ticket you have.</p>	up to EUR 2,000 over the sum insured for treatment costs

Table 2. Scope of insurance cover in the option of insurance against the costs of treatment of foreign nationals together with assistance services in Poland.

Item	Scope of insurance cover	Our liability	Sums insured and limits of liability
1	costs of hospital treatment and surgical procedures when travelling domestically.	Through the Emergency Centre, we will arrange for hospital treatment and pay for that treatment and surgery, if from a medical standpoint they are necessary in connection with an illness or an accident which occurred during your domestic travel. Under the insurance, we also cover the costs of using a decompression chamber, if necessary.	up to the amount of the sum insured for treatment costs
2	costs of hospital treatment and surgical procedures, diagnosis and outpatient procedures for chronic illnesses when travelling domestically.	Through the Emergency Centre, we will arrange and pay for: a) treatment in a hospital and surgery, if they are necessary from a medical standpoint in connection with an exacerbation of a chronic illness; b) treatment related to the exacerbation of a chronic illness which requires a visit by a physician, or diagnostic tests commissioned by a physician during domestic travel, necessary to assess the effects of an illness.	up to the amount of the sum insured for treatment costs
3	costs of diagnosis and outpatient procedures when travelling domestically.	Through the Emergency Centre, we will arrange and pay for treatment for an illness or the consequences of an accident which requires a visit by a physician or diagnostic tests ordered by a physician during domestic travel, necessary to assess the effects of an illness or an accident. If you arrange for a medical visit or recommended tests or procedures on your own, we will reimburse you for their costs.	up to the amount of the sum insured for treatment costs
4	costs of dental treatment	If you suffer from acute pain or inflammation and you need immediate dental assistance, we will arrange and pay for that treatment through the Emergency Centre. If you organise this treatment on your own, we will reimburse you for its costs.	up to PLN 500 within the sum insured for treatment costs
5	costs of transport when travelling domestically: • from the place of illness or accident when travelling domestically to a medical facility, • between medical facilities, • from a medical facility to the place of stay	Through the Emergency Centre, we will arrange and pay for transport: a) from the place of illness or accident to the nearest medical facility, b) between medical facilities, c) return transport from a medical facility to your place of stay during domestic travel by a means of transport appropriate to your health condition. If you arrange for this transport on your own, we will reimburse you for its costs.	up to the amount of the sum insured for treatment costs
6	costs of transport from Poland to the hospital or the place of residence in the country of permanent residence	If in connection with an illness or an accident and medically you need to be transported to a hospital or to your place of residence in the country of permanent residence, we will arrange and pay for that transport through the Emergency Centre. We will pay for it up to the amount of costs for a means of transport appropriate to your health condition. It must meet the requirements specified in a written recommendation by a physician. The Emergency Centre must approve the transport. Without the approval we will not accept the costs of that transport. Transport costs do not reduce the sum insured specified for treatment costs. If you arrange for this transport on your own, we will reimburse you for its costs up to the amount that the Emergency Centre would have incurred, if it had organised it.	up to the amount incurred by the Emergency Centre when organising transport – up to the equivalent of the sum insured for treatment costs
7	costs of medications, infusion fluids and dressings	We will reimburse you for the costs of medications, infusion fluids and dressings purchased, if they were recommended by your physician during domestic travel.	up to the amount of the sum insured for treatment costs
8	costs of repairing or purchasing aids;	We will reimburse you for the costs of repairing aids and, if they cannot be repaired, the costs of purchasing new ones. These must be aids which during your domestic travel: a) belonged to you and b) were damaged or destroyed as a result of an illness or an accident.	up to PLN 1,000 within the sum insured for treatment costs

9	costs of transport of remains to the country of permanent residence or the costs of a funeral or cremation during your domestic travel	In the event of your death during domestic travel – regardless of its cause – the Emergency Centre will arrange and pay for the transport of the remains to the country of permanent residence. If transport is arranged by your relatives, we will reimburse them for its costs, including the cost of purchasing a special transport coffin, up to the amount that the Emergency Centre would have paid if it had arranged the said transport. Transport costs do not reduce the sum insured specified for treatment costs. When a funeral or cremation takes place during your domestic travel, under the insurance we will cover or reimburse only funeral or cremation costs together with the transport of the urn.	up to the amount incurred by the Emergency Centre when organising transport – up to the equivalent of the sum insured for treatment costs
10	costs of travel, board and accommodation of the accompanying person or summoned person	If as a result of an illness or accident you are hospitalised for at least 7 days and during that period you will need a person to accompany you or a person who will have to be summoned to deal with matters related to your return to the country of permanent residence because due to your health condition you cannot handle them on your own, we will reimburse the costs of: a) transport, board and accommodation of one person who accompanied you during your hospitalisation during your domestic travel; b) transport, board and accommodation of one person who you or your attending physician will summon to assist you and who will accompany you during transport to the country of permanent residence. Your physician must confirm that it is necessary for a person to accompany you during hospitalisation or for a person to be summoned.	up to 1% of the sum insured per day, for a maximum of 7 days, as part of the sum insured for treatment costs
Scope of cover under assistance services		What services do we guarantee	Limits of liability
11	round-the-clock duty of the Emergency Centre	If you need our assistance, you can call the Emergency Centre at any time of day and it will: a) help you organise treatment in the event of an illness or accident, b) inform you what to do when an event for which we are liable occurs, c) support you as part of the services and benefits you exercise.	without limitations
12	medical helpline	By calling our medical helpline, you will receive information on: a) the addresses of pharmacies located nearest to your place of residence; b) the addresses of medical facilities and physicians located nearest to your place of residence; c) vaccinations required in Poland; d) medical services guaranteed by the National Health Fund.	without limitations
13	delivery of information	In the event of an unforeseen event – such as a strike, abduction of an aircraft, illness or accident – which results in a delay or change of your travel plans, the Emergency Centre, at your request, will provide the necessary information to your relative, employer or other institution or person you designate.	without limitations
14	information assistance when recovering documents	If when travelling domestically you lose your identity card, passport, travel ticket or other documents necessary to travel or return to the country of permanent residence or if they are stolen, the Emergency Centre will inform you what to do in order to recover these documents or be issued other documents to enable you to safely continue your stay or return home. However, we will not reimburse you for the costs you incur to recover or apply for documents.	without limitations
15	travel helpline	By calling the travel helpline, you will receive information on: a) required documents in Poland; b) the addresses of embassies and consulates; c) the most convenient transport connections; d) the prices of motorway tolls, exchange rates, national holidays. e) medical services guaranteed by the National Health Fund to foreign nationals from EU Member States.	without limitations
16	sports helpline	By calling the sports helpline, you will receive information on: a) opening hours of ski slopes; b) weather on the slope; c) atmospheric conditions on waterways (e.g. water temperature, wind intensity); d) pass prices; e) specially prepared routes; f) warnings on difficult conditions; g) procedure to be followed if you cause a loss to a third party when practising sports; h) the addressees of sports bases; i) contact details of sports schools, instructors; j) the addressees of sports stores; k) contact details and rates of professional sports equipment rental stores.	without limitations
17	costs of necessities in the event of flight delay	If a flight by which you intend to continue your travel (both return travel to the country of permanent residence and domestic travel) is delayed by at least 4 hours in relation to the scheduled departure time indicated in the flight schedule, we will reimburse you for the costs incurred to purchase necessities.	up to PLN 600 within the sum insured for treatment costs

18	costs of: • care for minors or dependent adults and • their transport to the country of permanent residence.	When as a result of an illness or accident that occurred when travelling domestically you are hospitalised, the Emergency Centre will arrange and pay for: a) care, board and accommodation for minors or dependent adults that accompanied you during your travel and cannot continue to travel without your care; b) transport to their place of residence in the country of permanent residence. We will arrange transport for your children or dependent adults, if they are covered under the same insurance agreement as you. We will pay for care, board, accommodation and transport of your children or dependent adults only if they were exclusively under your care during domestic travel and you were not accompanied by any other adult who could take care of them.	up to EUR 1,500 within the sum insured for treatment costs for care, board and accommodation for one and all children or dependent adults, and transport costs for each child or for each dependent adult up to the amount of the sum insured for treatment costs
19	convalescence costs	If after the end of your hospitalisation due to an illness or accident the leading physician determines that due to your health condition you cannot be transported to the country of permanent residence, the Emergency Centre will arrange and pay for accommodation and meals for the duration of your convalescence until your safe return or transport is possible. The duration and method of convalescence is determined on the basis of medical records by physician leading your treatment abroad.	up to the amount of the sum insured for treatment costs
20	costs of continuation of travel after treatment	If after the end of your treatment or hospitalisation due to an illness or accident you can continue your domestic travel, the Emergency Centre will arrange and pay for transport from the place of your treatment or hospitalisation to the location of the next stage of your travel.	up to the amount of the sum insured for treatment costs
21	phone consultation with a physician	If your illness during domestic travel is a cold, food poisoning, sun allergy or other ailment which does not require you to take prescription medication, at your request and with your consent the Emergency Centre will arrange a one-off phone consultation with your physician. Your physician will tell you what to do in this situation and what medication to take.	up to the amount of the sum insured for treatment costs
22	ski pass costs or sports school costs	If as a result of an illness or accident you cannot use a purchased ski pass or you cannot participate in purchases sports school classes (skiing, snowboarding, sailing or windsurfing), we will reimburse you for the costs of an unused pass or unused sports classes. If the seller does not reimburse the cost of the pass or sports school classes and you are able to present a document that confirms payment and unused classes, we will reimburse you for full unused days.	up to PLN 500 over the sum insured for treatment costs
23	personal item delivery costs	If as a result of an illness or accident you suffer damage, loss or destruction of your personal items which you have with you when travelling domestically and which are necessary for the purposes of said travel, the Emergency Centre will arrange and pay for the dispatch of such items to your place of stay during domestic travel. This will be possible if you designate a person in the country of permanent residence who will pass these items on to a representative of the Emergency Centre.	up to EUR 1,000 over the sum insured for treatment costs

Additional exclusions of our liability

12. We are not liable for costs and we do not reimburse them, if:
- 1) they are connected with your performance of physical labour. However, we are liable for them if we have extended the cover to include them;
 - 2) they are connected with you practising competitive sports or high-risk sports. However, we are liable for them if we have extended the cover to include them;
 - 3) they are related to your treatment in Poland and in the country of permanent residence, if they arose under insurance against the costs of treatment received abroad together with assistance services and the consequences of accidents in Poland. However, we will pay for the costs of treatment of a tropical illness and the costs of its continuation after return to Poland,
 - 4) they concern stay in spa and health resorts;
 - 5) they are incurred for special nutrition, even if recommended by a physician;
 - 6) they are connected with childbirth which occurred after the 32nd week of pregnancy as well as postpartum period or treatment and care for the mother and child after childbirth, regardless of the week of pregnancy in which the childbirth occurred;
 - 7) the costs are related to the termination of pregnancy;
 - 8) you incur them in order to undergo plastic surgery;
 - 9) they concern preventive and prosthetic dental treatment;
 - 10) you incur them for contraceptives;
 - 11) they are not medically justified;
 - 12) they concern treatment:
 - a) for alcohol poisoning;

- b) insofar as they were covered in connection with the same event under another insurance agreement or other sources;
 - c) the consequences of bodily injury or a health disorder caused by treatment, vaccination and medical procedures, regardless of who performed them;
 - d) rehabilitation treatment;
 - e) which was the purpose of your foreign travel or domestic travel;
 - f) that goes beyond restoring your health to a condition in which you can return to Poland or the country of permanent residence from your foreign travel or to the country of permanent residence from your travel in Poland;
 - g) for an illness for which you are obligated to get vaccinated prior to travelling abroad and you fail to do so;
 - h) mental disorders or congenital defects;
 - i) venereal diseases, AIDS and other illnesses caused by or related to HIV.
13. We will also not reimburse and incur the costs of your treatment if there were medical contraindications against your travel, provided that it had an impact on the illness or accident. However, this does not apply to situations where you are not aware of such contraindications.

Your additional obligations when the loss occurs

14. When an insured event occurs, you report the loss to the Emergency Centre or us.
15. You are under an obligation to follow the instructions of the Emergency Centre, especially to provide requested documents. The Emergency Centre will request you to provide documents necessary to establish our liability and enable us to take further action.

16. When an insured event occurs, you are under an obligation to:
 - 1) You:
 - a) immediately submit to medical care and recommended treatment to mitigate the consequences of an accident;
 - b) submit to examination by a physician designated by us or to clinical observation, at our request.
 - 2) You, your statutory representative, the beneficiary or the person in whose care you are – to provide us medical records containing a medical diagnosis, we will need it to arrange and pay for treatment;
17. If you are insured by two or more insurance companies at the same time to the extent of treatment costs, you are under an obligation to inform us about this when an insured event occurs.
18. If an insured event occurs and we provide you with assistance, we will take into account the provisions of law applicable in the country in which we provide assistance.
 - 1) an official death certificate or a certified copy thereof, and
 - 2) other documents that we have indicated during the loss adjustment process, if we require them to determine the legitimacy of claims and the amount of benefit.
22. We will pay indemnity in PLN to you, the beneficiary or, in the event of cost reimbursement, to the person who has incurred the said cost.
23. If you or another person has not settled your obligations towards the entities providing you with assistance, we will transfer the justified fees directly to the physician, medical facility or entity that arranges your treatment or transport.
24. The Emergency Centre incurs the costs of treatment in cases it handles.
25. Expenses incurred by you or use in foreign currencies are converted to PLN at the average exchange rate of the National Bank of Poland. We apply the exchange rate applicable as at the date on which we determine the indemnity.

Determination and payment of indemnity

19. The legitimacy and amount of indemnity for the reimbursement of treatment costs are determined on the basis of evidence and documents received from you or a beneficiary of indemnity. They include, but are not limited to:
 - 1) medical records confirming submission to treatment in connection with an illness or accident and containing a medical diagnosis;
 - 2) receipts and proof of costs incurred;
 - 3) confirmations of other expenditures covered by the insurance agreement.
20. Documents confirming the cost of medical aid provided must include:
 - 1) your data;
 - 2) contact details of a medical facility which provided assistance to you;
 - 3) a stamp and signature of the physician or a person authorised to represent the medical facility;
 - 4) a confirmation of treatment costs.
21. A decision to cover the cost of transport of the remains is made after we receive:

Clause No. 2 Accident insurance

Subject and scope of insurance

1. This clause forms part of the insurance agreement concluded with the policyholder, if they chose to include this scope of insurance cover. On the basis of this clause, we are liable for the consequences of accidents.
2. Under this clause, the insurance agreement may pertain to:
 - 1) foreign travel or
 - 2) domestic travel – short-term travel or
 - 3) domestic travel – arrival and temporary stay in Poland.
3. We are liable for the consequences of an accident that occurred:
 - 1) when travelling abroad – according to the selected territorial scope. We are liable from the moment when domestic travel begins to the moment when it ends and you are returning to the place where travel began, but in any case until the day indicated in the policy;
 - 2) when travelling domestically – only in Poland.
4. Insurance covers benefits mentioned in Table 1.

Table 1. Benefits guaranteed under insurance

Item	Benefit	Benefit amount
1	<u>benefit for health impairment</u> which is a consequence of an <u>accident</u> .	1% of the <u>sum insured</u> , per 1% of <u>health impairment</u> , up to a maximum of 100% of the <u>sum insured</u> .
2	<u>benefit for accidental death</u> of the <u>insured party</u> .	100% of the <u>sum insured</u> .
3	costs of treatment of the consequences of <u>accidents</u> which occurred in Poland	<p>up to 10% of the <u>sum insured</u> under <u>accident</u> insurance, for one and all events The costs of treatment of the consequences of <u>accidents</u> include:</p> <ol style="list-style-type: none"> a) visits with a physician, hospital stay, <u>hospital</u> treatment, surgeries; b) diagnostic tests, outpatient procedures; c) purchase of medications, infusion fluids or dressings; d) transport from the place of the accident to the <u>hospital</u> or outpatient clinic. <p>We cover these costs, if:</p> <ol style="list-style-type: none"> a) an <u>accident</u> occurred in Poland; b) they were incurred exclusively in Poland; c) they were not covered under social insurance or any other title; a) we are not liable for them under <u>accident</u> insurance.

Additional exclusions of our liability

5. We are not liable for the consequences of an accident connected with:
 - 1) the performance of physical labour. However, we are liable for them if we have extended cover to include them and the policyholder paid an additional premium on that account;
 - 2) you practising competitive sports or high-risk sports. However, we are liable for them if we have extended cover to include them and the policyholder paid an additional premium on that account.

7. As regards the benefit for the costs of treatment of the consequences of accidents, the sum insured is reduced by each payment of indemnity.
8. When determining the amounts of benefits from Table 1, the total amount that may be paid out for the same event is equal to the sum insured under accident insurance. It is indicated in the policy.
9. If the total amount of benefits from Table 1 for the same event exceeds the sum insured under accident insurance, in the first place we pay out the health impairment benefit.

Sum insured

6. The sum insured under accident insurance, selected by the policyholder, represents the upper threshold of our liability for each insured event that occurred in the insurance period. This applies to each insured party. The sum insured is not reduced by the benefit that we have paid out for another accident.

Your additional obligations when the loss occurs

10. In order to receive a benefit, you, your statutory representative, the beneficiary or a person in whose care you are must fulfil the obligations mentioned below. You should:
 - 1) You:
 - a) immediately submit to medical care and recommended treatment to mitigate the consequences of an accident;
 - b) undergo a medical examination by physicians indicated by us, if we recommended the said examination.
 - 2) You, your statutory representative, the beneficiary or a person in whose care you are must provide us with:
 - a) medical records containing a diagnosis and justifying the need for specific treatment;
 - b) records from performed treatment.

Information

The sum insured for each event under that insurance is a situation where we paid out a benefit each time when an insured event occurs. In such case, the sum insured is not reduced after the said payments. The full amount – as indicated in the policy – applies to the next insured event.

11. We will be able to reimburse you for the costs of treatment of the consequences of an accident, if you, your statutory representative, the beneficiary or a person in whose care you are must:
 - 1) fulfil the obligations described in section 10 and part 1 of the GTCI, especially provide us with all required documents and a completed loss report form;
 - 2) provide us with receipts and proof of payment or other evidence of the costs incurred. Receipts and proof of payment and costs must contain:
 - a) your first name and surname, and if you are a minor – first name and surname of a parent or legal guardian who incurred the said costs on your behalf;
 - b) contact details of the medical facility which provided you with assistance (the said facility may also be a pharmacy);
 - c) the signature of a physician or a person authorised to represent the medical facility.
12. In the event of your death, the beneficiary must provide us with:
 - 1) a copy of the death certificate;
 - 2) a copy of the death report identifying the cause of death or a copy of another document confirming the cause of death, issued by a physician or an authorised entity.
13. If the policyholder has not indicated a beneficiary, the person who requests payment of a benefit is required to provide a copy of the document confirming that they have the right to receive the benefit. The said document may be, for example, an inheritance acquisition confirmation.

Determination of the amount of the benefit

14. We determine the benefit for health impairment being a consequence of an accident after we have determined the degree of health impairment.
15. We determine the degree of health impairment on the basis of medical records from your treatment and the Table of fixed benefits. In most cases, it is necessary for our medical examiner to examine you.
16. If we are unable to determine the degree of health impairment on the basis of medical records from your treatment, we determine it on the basis of examinations conducted by a medical examiner designated by us.
17. The type and amount of benefits is determined when we ascertain that there is a causal link between the event and your health impairment or your death, as the case may be.
18. The causal link is determined on the basis of:
 - 1) received evidence and
 - 2) the results of examinations conducted by a medical examiner designated by us, if we ordered them.
19. We may verify received documents and consult specialist physicians.
20. When determining the degree of health impairment, we do not take into account the type of work or activity you perform.
21. When determining the degree of health impairment, we take into any prior loss or impairment of an organ, limb or system. This means that the degree of health impairment is determined as the difference between the degree appropriate for the relevant organ, limb or system after the accident and the degree of health impairment prior to the accident.
22. If you die before we determine health impairment and your death is not a consequence of an accident, we will determine the amount of benefit according to the probable degree of health impairment. It is determined as a percentage by a medical examiner indicated by us.
23. If you receive a benefit for health impairment after an accident and then you die due to an accident, we will pay out the death benefit to the beneficiary if it is higher than the benefit which we paid out for health impairment after an accident. When we do so, we will take into account the amount already paid out. The benefit will be paid out, provided that death occurred within 12 months from the date of the accident.
24. If you die after we have determined the degree of health impairment and there is no causal link between your death and the accident, the health impairment benefit – which we have not paid out before your death – will be paid out to beneficiaries.

Clause No. 3 Travel luggage or sports equipment insurance

Subject and scope of insurance

1. This clause forms part of the insurance agreement concluded with the policyholder, if they chose to include this scope of insurance cover. On the basis of this clause, we insure travel luggage or sports equipment.
2. Under this clause, the insurance agreement may pertain to:
 - 1) foreign travel;
 - 2) domestic travel – short-term travel.
3. We are liable for the loss, destruction or damage of travel luggage or sports equipment that occurred:
 - 1) when travelling abroad – according to the selected territorial scope. We are liable from the moment when domestic travel begins to the moment when it ends and you are returning to the place where travel began, but in any case until the day indicated in the policy;
 - 2) when travelling domestically – only in Poland.
4. We are liable for the loss, destruction or damage of travel luggage or sports equipment due to it being transported, stored or used during your foreign travel or domestic travel. We are liable for its loss, destruction or damage as a result of:
 - 1) a disaster or an accident involving a means of transport;
 - 2) your accident or sudden illness which makes you unable to exercise custody of your travel luggage or sports equipment;

- 3) burglary of locked premises;
 - 4) loss of travel luggage or sports equipment deposited for storage;
 - 5) robbery;
 - 6) fortuitous events.
5. We protect your travel luggage or sports equipment, provided that they are under your care or when:
 - 1) they are entrusted to be transported by a professional carrier and you have a document to confirm that;
 - 2) you store them against acknowledgement of receipt or place them in the place of your accommodation. It must be locked. Locked premises cannot mean a tent;
 - 3) you leave them in an individual luggage compartment at a hotel or bus/railway station;
 - 4) you leave them in a vehicle.

Additional exclusions of our liability

6. We are not liable for:
 - 1) files, documents, travel tickets, keys, manuscripts, money and other means of payment, securities, legal tender, software and data, bills of exchange;
 - 2) works of art, collections, any type of weaponry;
 - 3) furs, gemstones, jewellery, gold, silver and platinum in the form of scrap and bars;
 - 4) stationary computer equipment, data carriers, software, cassettes, discs, communications and electronic equipment other than defined in the GTCI;
 - 5) aids and medications;
 - 6) items or sports equipment confiscated during customs clearance or deposited;
 - 7) fragile items;
 - 8) items the quantity or range of which indicates that they are intended for commercial use;
 - 9) items used for trade, service or manufacturing activity;
 - 10) resettlement property;
 - 11) damage to electronic apparatus and equipment resulting from defects and use of electric power with incorrect parameters;
 - 12) losses consisting in theft – they are not related to burglary;
 - 13) losses consisting only in the damage or destruction of suitcases, trunks and other travel luggage containers in transport;
 - 14) losses resulting from natural wear and tear or operation of the subject of insurance as a result of its normal use;
 - 15) losses to sports equipment which arose due to its manufacturing defects or its use contrary to its intended use or manufacturer's instruction.

Sum insured

7. The sum insured is determined together with the policyholder. However, our liability for losses to electronic equipment is limited to 50% of the sum insured for travel luggage.

Your additional obligations when the loss occurs

8. In order to receive indemnity, you, your statutory representative, the beneficiary or a person in whose care you are must fulfil the obligations mentioned below. You should:
 - 1) in the case of a burglary or robbery – promptly notify the local police unit and obtain a written confirmation of the report along with a list of items lost;
 - 2) if the loss occurred when travel luggage or sports equipment was located at the place of your accommodation – promptly report it to the management of that place of accommodation and obtain a written confirmation of the report along with a list of items lost and a signature and contact details of the person accepting the report (e.g. phone number, e-mail);
 - 3) promptly notify the relevant carrier of every loss to travel luggage or sports equipment that occurred in a public means of transport and obtain a written confirmation of the report along with a list of items lost and contact details of the person accepting the report (e.g. phone number, e-mail);
 - 4) provide us with a list of destroyed or lost items specifying their number, value, year of purchase, with attached sales receipts, receipts or warranty cards, if available;
 - 5) provide us with medical records confirming that you have been provided with medical assistance – if your travel luggage or sports equipment was destroyed or lost in connection with your illness or accident.
9. If you recover lost items after indemnity has been paid out, you are obligated to promptly notify us of this fact. In such case, you return the received indemnity to us. However, it is reduced by the value of damages or deficiencies in recovered items.

Determination and payment of indemnity

10. The value of loss is determined according to the replacement value or actual value of the subject of loss.
11. The amount of loss is determined according to the costs necessary to replace or repair the subject of insurance. It is calculated on the basis of prices from the day on which we determine indemnity. When doing so, we take into account the same dimensions, structure and materials. If you do not document the costs of repair, we will determine the amount of loss according to the costs of repair of the subject

of insurance in Poland according to prices as at the day on which we determine the indemnity. We will also take into consideration the type of that item, its dimensions, structure and material.

12. The amount of loss is reduced by the value of salvage that may still be used or resold. We determine this value according to prices as at the day on which we determine the indemnity. We also take the degree of wear and tear of that item into account.
13. When total loss occurs, we may seize the insured item for which we paid you the indemnity in the amount sufficient to purchase an item with characteristics and parameters that are the most similar to the damaged item.
14. Repair costs must not exceed the replacement or actual value of the insured item.
15. When determining the value of loss, we do not take the scientific, historic and collectible value into consideration.
16. If travel luggage or sports equipment we insure is at the same time insured against the same risk with other insurance companies for amounts which in total exceed its value, we are liable for it to the extent in which the sum insured under the agreement concluded with us comprises all sums insured under agreements with other insurance companies – up to the value of that travel luggage or sports equipment.

Clause No. 4 Insurance against third-party liability in private life

Subject and scope of insurance

1. This clause forms part of the insurance agreement concluded with the policyholder, if they chose to include this scope of insurance cover. On the basis of this clause, we insure you against third-party liability in private life.
2. Under this clause, the insurance agreement may pertain to:
 - 1) foreign travel or
 - 2) domestic travel – short-term travel or
 - 3) domestic travel – arrival and temporary stay in Poland.
3. Our cover includes third-party tort liability for losses caused by you in the performance of private activities which occurred:
 - 1) when travelling abroad – according to the selected territorial scope. We are liable from the moment when domestic travel begins to the moment when it ends and you are returning to the place where travel began, but in any case until the day indicated in the policy;
 - 2) when travelling domestically – only in Poland.

Information

Third-party tort liability is liability for deliberate action, i.e. a breach of legal standards that caused the loss. A tort may be an illegal act of a human (an action or omission, either deliberate or non-deliberate).

Example

An example of a tort is when you walk your dog without a muzzle and leash and they bite a passer-by.

4. We are liable for damages to property and bodily injuries caused to third parties.
5. Insurance cover includes:
 - 1) your third-party liability, or
 - 2) third-party liability of persons for whom you are responsible under law. Therefore, each time when we refer to you, we also mean the liability of persons for whom you are responsible.

Information

A person for whom you are responsible under law is, among others, a child under your care. Article 426 of the Polish Civil Code states that a minor is not liable for a loss they caused until they turn 13 years old. An adult exercising care over that minor may be liable for their actions if they have committed an omission in exercising supervision over the said minor.

6. We are liable for losses which you cause unintentionally and due to gross negligence.
7. You perform private activities covered by this insurance when:
 - 1) you have under your care children or persons to whom fault cannot be attributed due to age or mental or physical condition;
 - 2) you have pets or take care of them;
 - 3) you practise amateur sports or you have equipment to practise said sports;
 - 4) you use bicycles, PTDs, wheelchairs, baby prams or buggies;
 - 5) you pilot open category drones (in accordance with the laws of the European Union) and flying models with a mass up to 5 kg for recreational purposes, in compliance with the provisions of aviation law;
 - 6) you rent real estate on a short-term basis for the purposes of continuous stay for a maximum of 30 days. This may include homes, apartments or guest or hotel rooms.
8. We are liable for damage:

- 1) to equipment in a rented house, apartment or guest or hotel room, if the value of damage to that equipment exceeds EUR 200. For the said damage, we will pay out an indemnity in the full amount. However, we will not pay out an indemnity, if the value of said damage is below EUR 200;
- 2) to the property of third parties caused by flooding, regardless whether fault is attributable to you;
- 3) caused due to your gross negligence;
- 4) which occurred because a rental store retained your deposit for the rental of a passenger car, electric bicycle, scooter, moped or motorcycle during your foreign travel. We are liable for them up to the amount of PLN 750, regardless whether fault is attributable to you.

Limitations to the scope of cover and additional exclusions of our liability

9. We are not liable for losses which occurred due to your fault or the fault of a person for whom you are liable, if:
 - 1) they are connected with practising competitive sports or high-risk sports. However, we are liable for them if we have extended cover to include them and the policyholder paid an additional premium on that account. Nonetheless, we are not liable for losses which occurred as a result of hunting under any circumstances;
 - 2) you cause them to each other: you, another insured party who we insure together with you under the same agreement and other relatives;
 - 3) they are connected with your performance of physical labour or any gainful work, a freelance profession, business activity or agricultural activity;
 - 4) they arise from the fact that you have or use a firearm;
 - 5) they are connected with your political, trade union, social activity;
 - 6) they occur due to your violation of personal rights (other than human life and health) or intellectual property rights;
 - 7) they consist in the payment of any kind of financial penalties, court or administrative fines, contractual receivables (including prepayments and liquidated damages for withdrawal from the contract) and public liabilities;
 - 8) they arise from the fact that you do not execute administrative decisions;
 - 9) they consist in damage to or destruction or loss of monetary values, securities, documents, data carriers, plans, payment and credit cards;
 - 10) they are connected with access to a computer network or the Internet or use thereof and resulting from the loss of data regardless of the type of data carrier;
 - 11) they occurred in relation to equipment used or made available for use under a lease, sublease, rental, use or any similar agreement – this applies, among others, to sports equipment, electronic equipment, vehicles, their equipment and items left in them. However, we are liable for losses related to the rental of real estate (see section 7 item 6), losses related to equipment of a rented home, apartment or guest or hotel room (see section 8 item 1) and losses related to a retained vehicle rental deposit (see section 8 item 4);
 - 12) they are connected with you or a person for whom you are liable having or using:
 - a) water equipment other than defined in the GTCI;
 - b) motor vehicles subject to registration. However, we are not liable for losses related to the retained deposit for the rental of said vehicles (see section 8 item 4);
 - c) aircraft. However, we are liable for losses connected with private use of open category drones (in accordance with EU laws) and flying models with a mass up to 5 kg for recreational purposes, in compliance with the provisions of aviation law (see section 7 item 5);
 - 13) they occurred as a result of vandalism – committed by you or persons for whom you are liable or persons present at the insured location with your consent;
 - 14) they result from changes to used real estate, introduced by you against the wishes of its owner or without their consent or contrary to its intended use;
 - 15) they occurred in relation to rented real estate used by you for purposes other than residential purposes – this also applies to fixtures and household contents of that real property;
 - 16) they are caused by you when you obstruct air traffic or cause a collision with an aircraft;
 - 17) they result from the transmission of infectious diseases, and if you have pets under your care – also zoonoses;
 - 18) they are the result of a systematic or long-term effect of temperature, gases, steam, effluent waters, liquid leakage, humidity, dust, some and soot, shocks and noise, also – leakage of water supply and sewage installations, technological installations, central heating installations, roofing and window and door openings, and fungi, including moulds, or walls freezing;
 - 19) they occurred as a result of normal wear and tear in the course of its use or an excessive load and use contrary to its intended use;
 - 20) they represent a pure financial loss, i.e. loss other than bodily injury and damage to property.

Example

As a result of your actions, a fire broke out in a hotel room in which you are staying. We will assess damage and cover losses caused by the fire. However, we will not be liable for the fact that one of the guests was unable to make it on time to a conference in which they were to participate the next day due to the evacuation of hotel guests in connection with that fire. The costs of the lost conference and the resulting financial loss are pure financial losses.

Additional costs and limits of our liability

10. Within the limits of the sum guaranteed for all insured events, we cover:
- 1) costs of remuneration of an expert who, with our consent, is to determine the circumstances or extent of the loss;
 - 2) the necessary costs of defence in court in proceedings conducted at our request and with our consent.

Determination of indemnity or benefit

11. We satisfy the benefit of the aggrieved party up to the amount of the sum guaranteed.

Sums insured and sums guaranteed stipulated for specific insurance:

Item	Insurance	It is possible to choose sums insured/sums guaranteed per one insured party (the last sum specified in the table for the relevant insurance means the maximum sum for that insurance)	
1	Treatment costs together with assistance services	when travelling abroad	EUR 40,000, 60,000, 80,000, 100,000, 150,000, 250,000
		when travelling domestically in Poland	EUR 10,000, 20,000, 30,000, 40,000, 50,000
2	Accident insurance	when travelling abroad	PLN 10,000, 20,000, 30,000, 40,000, 50,000, 60,000
		when travelling domestically in Poland – arrival and temporary stay	PLN 10,000, 20,000, 30,000, 40,000, 50,000
		when travelling domestically in Poland – short-term travel	PLN 10,000, 20,000, 30,000, 40,000, 50,000, 60,000
3	Travel luggage	PLN 1,000, 2,000, 3,000, 4,000, 5,000, 6,000	
4	Sports equipment	PLN 2,000, 5,000, 10,000	
5	Third-party liability in private life	when travelling abroad	EUR 25,000, 50,000, 100,000, 200,000
		when travelling domestically in Poland – arrival and temporary stay	PLN 50,000, 100,000
		when travelling domestically in Poland – short-term travel	PLN 50,000, 100,000, 200,000, 500,000

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