

**GENERAL TERMS AND CONDITIONS OF
“PZU ASSISTANCE IN TRAVEL BY LOT” INSURANCE**

established by Resolution No. UZ/54/2021 of the PZU SA Management Board dated 9.03.2021



**Information referred to in Article 17 Section 1 of the Insurance
and Reinsurance Activity Act:**

Type of information	Number of the editorial unit in the form of agreement
Grounds for payment of compensation and other benefits	§ 1 sec. 3–6 and 12, § 2, § 3, § 4, § 6 sec. 1, § 7, § 8, § 9, § 10, § 13 sec. 1–5, § 14, § 15, § 17, § 18, § 19, § 21 sec. 1, § 22, § 23, § 25 sec. 1, § 26, § 27, § 29 sec. 1, § 30, § 31, § 32, § 34, § 35 sec. 1, 3 and 4, § 36, § 37, § 39, § 40, § 41, § 42, § 43 sec. 1 and 2, § 44, § 46, § 47, § 48, § 49, § 50, § 51, § 53, § 54 sec. 1, 3 and 4, § 56, § 58, § 59, § 60, § 62, § 63, § 72 sec. 1 and 3
Limitations and exclusions of liability of the insurance undertaking entitling it to refuse payment of compensation or other benefits or reduce their amount	§ 1 sec. 3–6 and 12, § 2, § 3, § 4, § 5, § 6 sec. 2, § 7, § 8, § 9, § 10, § 11, § 12, § 13 sec. 3 and 6, § 14, § 15, § 16, § 17, § 18, § 19, § 20, § 21 sec. 2, § 22, § 23, § 24, § 25 sec. 2, § 26, § 27, § 28, § 29 sec. 2, § 30, § 31, § 32, § 33, § 34, § 35 sec. 2, § 36, § 37, § 38, § 39, § 40, § 41, § 42, § 43 sec. 3, § 44, § 45, § 46, § 47, § 48, § 49, § 50, § 51, § 52, § 53, § 54 sec. 2, § 56, § 57, § 58, § 60, § 61 sec. 15, § 62, § 63, § 72 sec. 2

General

§ 1

1. The general terms and conditions of “PZU Assistance in travel by LOT” insurance, hereinafter referred to as the “GTCl”, apply to insurance agreements entered into by Powszechny Zakład Ubezpieczeń Spółka Akcyjna, hereinafter referred to as “PZU SA”, with natural persons, legal persons and organizational units without legal personality.

2. On the basis of the GTCl and to the extent defined in the insurance agreement, PZU SA provides the insured with insurance cover in the following areas:
- 1) risk of annulment of travel (travel annulment insurance);
 - 2) arrangement of medical assistance and coverage of its costs in the event of a sudden illness or accident as well as arrangement and coverage of the costs of assistance services (treatment expenses and assistance insurance);
 - 3) hospitalization risk (hospital treatment insurance);

- 4) risk of travel delay or cancellation (travel delay or cancellation insurance);
 - 5) risk of passenger's late arrival (passenger late arrival insurance);
 - 6) risk of shortened travel (travel shortening insurance);
 - 7) risk of loss or destruction of or damage to or delay of travel luggage (travel luggage insurance);
 - 8) risk of loss or destruction of or damage to documents (passport, identity card and driver's license insurance);
 - 9) risk of loss of cash (cash insurance);
 - 10) consequences of accidents (ADD insurance);
 - 11) civil liability of natural persons in private life (TPL insurance in private life);
 - 12) risk of legal costs incurred outside the Republic of Poland (legal costs insurance).
3. On the basis of the GTCI and to the extent defined in the insurance agreement, PZU SA provides insurance cover in the event of an insurable accident lasting no more than 30 days and occurring during the insured's travel and during the term of insurance specified in the GTCI:
 - 1) in the territory of the Republic of Poland in connection with travel within the territory of the Republic of Poland and only within the scope of insurance defined in section 2 item 1 – to foreigners for whom the Republic of Poland is a country of residence and to Polish citizens under 65 years of age residing in the territory of the Republic of Poland at the time of execution of the insurance agreement, or
 - 2) outside the Republic of Poland or in the territory of the Republic of Poland in connection with travel outside the Republic of Poland, within the scope of insurance defined in section 2, in accordance with the insurance option chosen:
 - a) to Polish citizens under 65 years of age for whom the Republic of Poland is a place of permanent residence and who reside in the territory of the Republic of Poland when signing the insurance agreement – during their travel for any purpose outside the Republic of Poland,
 - b) to foreigners under 65 years of age for whom the Republic of Poland is a country of residence and who reside in the territory of the Republic of Poland when signing the insurance agreement – during their travel for any purpose outside the Republic of Poland.
 4. An insurance agreement may not be entered into if:
 - 1) the travel destination country is the insured's country of permanent residence, subject to section 3 item 1;
 - 2) the travel destination country is the country which, as a result of such travel, is planned to become the country of permanent residence for the insured;
 - 3) the purpose of the insured's travel is planned treatment or diagnostics;
 - 4) the purpose of the insured's travel is physical labor;
 - 5) the purpose of travel is the use of medical care or dental care.
 5. If, for health reasons, contraindications existed to insured's travel, the insurance agreement covers only treatment costs and costs of assistance services in the event of insurable accidents the occurrence of which was not related to the existing contraindications.
 6. With respect to all risks referred to in section 2, PZU SA shall bear no liability for those protected by the insurance cover. The insurance cover excludes all damages, claims or costs caused by, resulting from or related to COVID-19 disease or any mutation, variant or epidemic or the state of the epidemic.
 7. The GTCI also apply to insurance agreements executed via means of remote communication in accordance with the applicable provisions of law.
 8. The language used by PZU SA in its relations with consumers is Polish.
 9. Additional clauses or non-standard clauses different from the ones prescribed by the GTCI may be included in the insurance agreement in consultation with the policyholder.
 10. If any additional or non-standard clauses are introduced to the insurance agreement, the GTCI shall be applicable to any matters not governed by such clauses.
 11. PZU SA is obligated to present to the policyholder the difference between the contents of the insurance agreement and the GTCI in writing before the insurance agreement is executed. If this obligation is not fulfilled, PZU SA cannot make a claim arising out of any difference that is unfavorable to the policyholder or the insured. This provision does not apply to insurance agreements entered into by way of negotiation.
 12. The relevant provisions of the Civil Code and other applicable provisions of Polish law are applicable to any matters not governed by the GTCI or the insurance agreement.

DEFINITIONS

§ 2

The terms used in the GTCI shall have the following meanings:

- 1) **acts of terrorism** – individual or group actions targeted against general public or property in order to cause chaos, intimidation of the general public, disorganization of public life, public transport, service or manufacturing establishments – to achieve economic, political or social objectives;
- 2) **travel luggage** – items owned by the insured or borrowed by the insured from a sports organization, social organization, club or other entity (where the fact of such borrowing must be documented), taken by the insured for travel from home and moved or transported during the insured's travel; travel luggage also consists of items purchased by the insured during travel and carried or transported during further travel or return home; in the case of suitcases, bags, briefcases, backpacks and similar items, travel luggage is composed of such items and their contents;
- 3) **ticket** – proof of payment for a flight or carriage (also in electronic form), issued by or on behalf of a professional carrier, directly entitling the indicated person to use the flight or carriage specified in such proof;
- 4) **affray** – bout of three or more persons hitting each other, where each person acts as both the assailed and the assailant;
- 5) **PZU SA Assistance Center** – emergency center operated for PZU SA, providing assistance services as specified in the GTCI, open 24 hours a day, 7 days a week, to which the insured or a person acting on the insured's behalf is required to report the occurrence of an insurable accident in order to obtain the assistance specified in the insurance agreement; the telephone number of the PZU SA Assistance Center is provided in the insurance document; in the case of insurance agreements entered into via means of distance communication, the telephone number of the PZU SA Assistance Center is also sent via e-mail; the PZU SA Assistance Center does not operate as an ambulance service; all health conditions requiring the intervention of an ambulance service ought to be reported directly to a local emergency number of the ambulance service;
- 6) **insurance certificate** – document confirming that the insured is protected by PZU SA insurance cover;
- 7) **same-day surgery** – surgical procedure performed by a qualified team of physicians and nurses in a medical center authorized to conduct such type of activity, as part of same-day treatment, without hospitalization of the insured;
- 8) **chronic illness** – illness diagnosed prior to the execution of an insurance agreement, of a long-lasting nature, usually continuing for months or years, which the insured suffered and of which they had knowledge on the date of execution of the insurance agreement, regardless of whether or not the chronic illness required any medical intervention;
- 9) **foreigner** – person who is not a Polish citizen; a foreigner who is a citizen of two or more countries is treated as a citizen of the country whose travel document served as the basis for entry into the territory of the Republic of Poland;
- 10) **private life activities** – activities related to a person's private sphere, unrelated to such person's professional activities or performance of official duties, gainful employment, practical training of an occupation outside a school facility; private life activities do not include the conduct of any business, including

as a freelancer, or the discharge of any function, including honorary functions in unions, associations or social or political organizations, or any voluntary work;

- 11) **torrential rain** – rainfall with the intensity indicator of at least 4, as set by the Meteorology and Water Management Institute, hereinafter referred to as “IMI GW” (or, if outside the Republic of Poland, by other competent institutions); in the event relevant information cannot be obtained from IMI GW, the occurrence of a torrential rain is determined on the basis of the facts and the extent of damage at the place of its occurrence or in its immediate vicinity;
- 12) **home** – place of permanent residence in the Republic of Poland, in the city, town or village where the natural person in question stays with the intention of permanent residence and which is the center of everyday life of such person and where such person's life plans are focused;
- 13) **acts of war** – acts by armed forces aimed at defeating the enemy's armed forces on land, in the air or at sea;
- 14) **explosion** – sudden change of the state of equilibrium of a system with concurrent release of gases, dust or steam, caused by their property to expand; in respect of pressure vessels or other such containers, the condition for recognizing damage as having been caused by an explosion is for the walls of such vessels or containers to have been torn apart in such dimensions as to have caused sudden equalization of pressure as a result of the release of gases, dust, steam or liquid; damage caused as a result of an implosion, consisting in impairment of a vacuum container or apparatus by external pressure, will also be considered as having been caused by an explosion;
- 15) **hail** – form of precipitation composed of lumps of ice;
- 16) **hospitalization** – the insured's stay in a hospital following an insurable accident, lasting continuously for more than 24 hours construed as a full 24 hours from admission to the hospital and associated with the treatment of conditions resulting from an insurable accident that may not be treated on an outpatient basis;
- 17) **hotel** – hotel, hospital hotel, hostel, motel, private accommodation, pension, state-owned vacation home, holiday apartment or other accommodation;
- 18) **cyclone** – wind with a speed not lower than 17.5 m/s, set by IMI GW (or, if outside the Republic of Poland, by other competent institutions) whose occurrence causes mass damage; in the event a relevant opinion cannot be obtained from IMI GW, the occurrence of a hurricane is determined on the basis of the facts and the extent of damage at the place of its occurrence or in its immediate vicinity;
- 19) **team-building event** – trip for training and leisure purposes organized for a group of employees;
- 20) **consumer** – natural person entering into a legal transaction with a commercial undertaking not directly related to such person's business or professional activities;
- 21) **contract** – civil-law contract entered into by and between the insured and a counterparty, under which the insured is required to perform work for a fee, in person and for the benefit of the counterparty, except for work product contracts within the meaning of the Civil Code;
- 22) **treatment costs** – costs of medical assistance provided to the insured to the extent necessary to restore the insured's health condition to enable them to return or be transported back home or to a medical center in the country of permanent residence or to continue the travel;
- 23) **costs of treatment of complications resulting from a same-day surgery procedure in the period of 6 months preceding the execution of the insurance agreement** – costs of initial medical assistance provided to the insured in order to save their health or life, the incurrance of which is necessary to stabilize the insured's health or restore the insured's health to what it was before the complications resulting from the same-day surgery procedure; such costs do not include the costs of basic treatment of the illness which was the cause of the same-day surgery procedure or the treatment recommended after such procedure;
- 24) **travel expenses** – all documented, necessary and reasonable costs of accommodation and transport incurred with the consent of PZU SA;
- 25) **transport costs** – costs of a train or bus ticket or, if the trip by train or bus lasts longer than 12 hours, cost of an economy class airline ticket;
- 26) **accommodation costs** – costs of accommodation in a hotel, including a hospital hotel, hostel, motel, private accommodation or other accommodation;
- 27) **theft** – appropriation of property, other than theft with burglary;
- 28) **theft with burglary** – appropriation or attempted appropriation of property after the removal of the existing protection measures or fastenings with the use of force or tools, leaving traces on such protection measures or fastenings constituting evidence of the use of force or tools, or opening the protection measures with a key or another opening tool acquired by the perpetrator in the course of theft with burglary in other premises or as a result of a robbery;
- 29) **country of permanent residence** – country in which a person who is a citizen of such country has a permanent residence (home) or a country where a person who is not a citizen of such country resides on the basis of a residence permit or a certificate of the right of residence;
- 30) **country of residence** – country in which the insured's professional or personal life is focused;
- 31) **avalanche** – sudden slide or tumble of snow, ice, earth, mud, rocks or stones down a mountainside or hilly terrain;
- 32) **outpatient treatment** – treatment other than hospitalization;
- 33) **sudden illness** – life- or health-threatening disorder occurring suddenly that requires medical attention;
- 34) **accidental death or dismemberment** – permanent dismemberment, permanent inability to work or death;
- 35) **accident** – sudden event triggered by an external cause, as a result of which the insured, notwithstanding his or her will, suffered bodily injury, health disorder or death;
- 36) **NBP** – National Bank of Poland;
- 37) **fire** – action of a fire that has penetrated beyond the hearth or occurred without a hearth and spread by own strength;
- 38) **term of insurance** – term of PZU SA's liability, as specified in the insurance agreement;
- 39) **emergency or urgent surgery** – surgery performed in circumstances which, due to the type or advancement of the pathology forming an indication for surgical treatment, result in the recommendation of an urgent surgery, where unreasonable postponement of such surgery would involve a direct and predictable threat to health, severe deterioration of health, severe impairment or death;
- 40) **leaving home** – if the insured's permanent place of residence is:
 - a) a single-family house – leaving the boundary of the property on which that building is located;
 - b) a multi-family house – leaving that building through the entrance door to the building;
- 41) **leisure organizer** – natural person running a business, legal person or organizational unit without legal personality who is a leisure organizer, in particular a travel agency, a work establishment or a school;
- 42) **relative** – spouse, partner, ascendant, descendant, brother, sister, nephew, niece, step-father, step-mother, step-child, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, adopted child, adopted parent, person remaining in custody or accepted for rearing to a step-family as defined by the provisions of family law;
- 43) **country located in a region of the world at risk of acts of terrorism, acts of war, martial law or state of emergency** – country against the departure to which, on the date of the insurance agreement, due to the risk of acts of terrorism, acts of war, martial law or state of emergency, the Ministry of Foreign Affairs of the Republic of Poland warns on its official website;
- 44) **planned treatment** – undergoing scheduled examinations, medical procedures, treatment or rehabilitation, as prescribed by a physician, regardless of whether hospitalization is required or not;

- 45) **PLL LOT SA** – Polskie Linie Lotnicze LOT Spółka Akcyjna, a PZU SA insurance agent;
- 46) **travel** – a trip comprising the following immediately ensuing periods:
- period from leaving home for the last time, which is construed as leaving home, followed directly by travel to a place of stay away from home, as specified in item b (such period does not include a possible return home after the first departure from home and the final start of travel),
 - period of stay away from home, in particular for tourism, leisure, recreational, or professional purposes,
 - period of returning home directly from the place of stay away from home, as specified in item b;
- 47) **flood** – flooding of lands after the level of lotic or lentic water raises above its banks or flooding of areas due to a torrential rain or run-off of water on slopes or scarps in mountainous and hilly areas,
- 48) **return home** – if the insured's permanent place of residence is:
- a single-family house – crossing the boundary of the property on which that building is located,
 - a multi-family house – entering that building through the entrance door to that building;
- 49) **physical labor** – performance of the following activities:
- construction work, renovation-and-construction work, carpentry work, work in the transport industry (including driver), in mining, metallurgy, in the power industry with high voltage power lines, in oil industry, security of property, work involving explosives, work in mountain rescue services, in agriculture, food industry,
 - vocational training in a workshop, in a factory, in a food-serving establishment, on a construction sites,
 - nursing and caregiver work,
 - work on heights,
 - work involving usage of the following hazardous tools: electric saws, sledgehammers, mechanical saws and grinders, machine tools, planing machines, axes, pickaxes, chainsaws, impact drills, cranes and machinery, road construction equipment,
 - work involving usage of paints, varnishes, liquid fuels or thinners, technical gases or exhaust gases, hot technical oils or technical liquids,
 - work on ships or airplanes, including also during vocational training or internships,
 - stuntman, acrobat;
- the aforementioned work shall not be considered physical labor if it is performed by the insured on his/her own account;
- 50) **portable electronic equipment** – notebook, palmtop, mobile phone, tablet, camera, camcorder;
- 51) **professional carrier** – a commercial undertaking which is holding the permits, as prescribed by law, for paid transportation of people using means of transport;
- 52) **robbery** – appropriation of property:
- perpetrated with use of physical force or with the threat of immediate use of physical force or while bringing the victim to the state of unconsciousness or incapacitation – to overcome his/her resistance against giving up the property, or
 - by the perpetrator who, with use of physical force or with the threat of immediate use of physical force, brought the holder of keys to the premises and forced him/her to open them, or
 - perpetrated through taking or extortion of property with use of deception from the minors, disabled persons, the elderly or not fully mentally agile persons;
- 53) **Rules and Regulations** – the relevant rules and regulations for electronic service provision;
- 54) **recreational sport activity** – form of leisure physical activity aiming at reviving psychological and physical strength, engaged in during the time off from occupational duties or school; recreational sport activity does not include high-risk sports;
- 55) **termination of employment agreement:**
- termination of employment agreement entered into for a definite term or an indefinite term by the employer without

termination notice and without reasons attributable to the employee or with termination notice and without the reasons attributable to the employee, or

- termination of employment agreement by the employee without termination notice and for the reasons described in Article 55 § 1 and § 1¹ of the Labor Code, or
 - termination of employment agreement by mutual understanding of the parties entered into by the employer and the employee as part of layoffs within the meaning of the detailed regulations on termination of employment relations with employees for reasons independent of the employees, or
 - termination of contract by business partner, or
 - discontinuation of business activity, confirmed with an entry – in the Central Records and Information on Business Activities – of the information on discontinuation of business activity for economic and legal reasons, where the economic and legal reasons are defined as:
 - not earning any revenues from the conducted business activity in every one of the recent 6 calendar months directly preceding the date of loss of work, or
 - discontinuation of business activity as a result of the laws being in effect on the date of loss of work that prevent the conducting of business activity by the insured in the to-date scope, or
 - declaring bankruptcy within the meaning of the bankruptcy law;
 if the person is employed simultaneously on two or more grounds of employment, the employment agreement shall be terminated if employment is lost from all of those grounds of employment;
- 56) **RP** – Republic of Poland;
- 57) **high-risk sports** – the following sport activities which require above-average skills, courage and acting under the conditions of high risk, frequently including the risk of losing one's life:
- motor sports, ATV riding,
 - water motor sports, including water skiing,
 - gliders, hot air balloons, parachuting, BASE jumping, hang gliding, paragliding, motor gliding, piloting engine-propelled planes,
 - high mountain climbing, rock climbing, spelunking with use of safety equipment or requiring use of such equipment,
 - white water rafting and all variations thereof,
 - canyoning (going up the river using the following techniques: climbing, swimming, diving),
 - scuba diving, free diving, diving in wrecked ships and diving in caves,
 - marine sailing, inland sailing, marine angling,
 - surfing, windsurfing, kitesurfing, wakeboarding,
 - downhill skiing or snowboarding not on marked skiing routes,
 - extreme skiing: ski mountaineering, extreme downhill skiing, freestyle,
 - snowmobile riding and riding other vehicles or devices (airboarding, snake gliss, snowtrikke),
 - icesurfing,
 - extreme snowboarding: freeride, high mountain snowboarding, speed snowboarding, snowboarding jumps and acrobatics, snowkite, snowcross, boardercross, snowscooting,
 - bungee jumping, dream jumping,
 - marital arts and self-defense,
 - horseback riding,
 - marathons,
 - mountain biking, downhill bike riding,
 - parkour,
 - animal hunting with use of firearms or pneumatic guns,
 - participation in survival expeditions or trips to places characterized by extreme climate or natural conditions such as desert, mountains on altitudes above 2500 meters above sea level (including trekking expeditions), bush, poles and polar regions, jungle, glaciers or snow-covered areas, and in case of trips to glaciers or snow-covered areas, if such trips require usage of safety equipment;

- 58) **sports equipment** – skis, snowboard;
- 59) **degree of technical wear and tear** – measure of loss of value of the insured travel luggage resulting from period of usage, durability of used materials and manner of usage;
- 60) **sum insured, indemnity** – amount, specified in the GTCI, which is the upper boundary PZU SA's liability under risks covered by the GTCI; as regards the ADD insurance, the sum insured is defined as the amount, specified in the GTCI, which constitutes the grounds for determining the amount of benefits which PZU SA undertakes to pay;
- 61) **means of public transport** – aircraft, land vehicle or water vessel which is operated on the basis of proper concessions or licenses for passenger transport, which runs according to the specified schedule which has been announced publicly;
- 62) **loss** – personal injury or material loss;
- 63) **personal injury** – loss which arose as a result of death, bodily injury or loss of health, including also the damaged person's lost profits which he/she could have earned if it were not for the bodily injury or loss of health;
- 64) **material loss** – loss which arose as a result of loss, destruction or damage to property, including also the damaged person's lost profits which he/she could have earned if it were not for the loss, destruction or damage to property;
- 65) **hospital** – medical treatment entity providing medical services with qualified team of physicians and nurses and providing 24-hour care over the patients in terms of diagnostics and treatment; this term does not include care facility, hospice, care and treatment facility, addiction treatment center, sanitarium and spa facilities, sanitarium hospitals;
- 66) **permanent inability to work** – inability to exist independently, resulting from an accident, involving inability to perform without help of another person at least 2 out of five below-mentioned daily life tasks:
- moving from room to room in a house,
 - dressing and undressing,
 - washing and personal hygiene,
 - eating ready meals,
 - defecating and urinating,
- if, according to current medical knowledge, there is no prognosis that the insured will ever regain the ability to perform such tasks;
- 67) **permanent dismemberment** – permanent damage to the given organ or body system without prognosis for improvement;
- 68) **policyholder** – natural person, legal entity or organizational unit without legal personality, which entered into an insurance agreement with PZU SA;
- 69) **insured** – natural person traveling on the basis of an airline ticket purchased via PLL LOT SA, for whose benefit the insurance agreement has been entered into;
- 70) **lightning strike** – direct atmospheric electrical discharge onto the insured object, leaving traces of that event;
- 71) **percentage deductible** – value, stated as percent of the sum insured or stated as an amount, which reduces the compensation and which constitutes the insured's own risk;
- 72) **individual insurance agreement** – an insurance agreement entered into for the account of the natural person named in the insurance document;
- 73) **multi-person insurance agreement** – an insurance agreement entered into for the account of at least two natural persons but no more than 10 natural persons;
- 74) **fall of an aircraft** – a crash or emergency landing of an engine-propelled aircraft, engine-less plane or another flying object, and also fall of their parts or transported cargo;
- 75) **beneficiary** – person named by the insured in ADD insurance and entitled to receive the benefit due to him/her on account of the insured's death;
- 76) **mobility-supporting device** – crutch, cane, walking frame, walking frame with wheels, rehabilitation walking frame, evacuation chair, wheelchair, electric wheelchair or motorized wheelchair built specifically as an aid for persons with restricted mobility, excluding any electric vehicles used in the game of golf and golf carts;
- 77) **landslide** – sliding of soil down the scarp or slope, not attributable to human activity;
- 78) **loss of vision** – permanent loss of vision in one eye or two eyes, which, according to results of medical tests, cannot be cured; if the insured is a Polish citizen who has turned 16, the loss of vision must be confirmed by a ruling handed down by a relevant authority to consider the insured as a person with significant degree of disability within the meaning of relevant provisions of the Polish law;
- 79) **loss of limb** – amputation or total and permanent loss of control in one or two hands in the wrist or above the wrist, or in one or two feet above the ankle (ankle joint);
- 80) **competitive sport activity** – practice of sport disciplines consisting in regular participation in training sessions in a club or as part of sport association or society, and participation in sporting competitions (contests, matches, tournaments or other sporting events) or participation in fitness or training camps – for the purpose of education and improvement of skills in the given sport discipline and achieving greater sport results in that discipline; it includes both non-professional and professional practice of sports;
- 81) **actual value** – new value reduced by the degree of technical wear and tear;
- 82) **travel partner** – person who has booked travel together with the insured and whose details are entered on the same reservation document or in the agreement entered into with the leisure organizer;
- 83) **release of water from water and sewage installations** – release of water or steam from water, sewage or central heating ducts and installations or backup of water or sewage from sewage installations;
- 84) **insurable accident:**
- in travel annulment insurance – events, covered by PZU SA's insurance, constituting grounds for annulment of travel, as specified in § 3 section 1,
 - in treatment expenses and assistance insurance – sudden illness or accident,
 - in hospital benefits insurance – sudden illness or accident,
 - in travel delay or travel resignation insurance – events, covered by PZU SA's insurance, constituting grounds for a delay in travel or cancellation of travel, as specified in § 18 sections 2 and 3,
 - passenger late arrival insurance – failure or accident of the motor vehicle, including the taxi cab, or delay of the means of public transport which the insured used to arrive at the plane departure site,
 - in travel shortening insurance – events, covered by PZU SA's insurance, constituting grounds for shortening of travel, specified in § 26 sec. 1,
 - in travel luggage insurance – loss, destruction, damage or delay to travel luggage,
 - in the insurance for passport, personal identity card, driver's license – theft, misplacement, damage to passport, personal identity card, driver's license,
 - in insurance for cash – theft with burglary or robbery of cash,
 - in ADD insurance – accident,
 - in TPL insurance in private life – the insured's action or omission resulting in a loss,
 - in legal expenses insurance – the first event causing the insured's loss on account of the given forbidden act, sustaining the bodily injury, damage to health or loss of health;
- 85) **aggravation, complications of chronic illness or an illness resulting in hospitalization during the period of 5 years prior to entering into the insurance agreement or same-day surgery conducted during 6 months prior to entering into the insurance agreement** – sudden aggravation of the symptoms of illness from the same or another organ or system, directly related to that illness or treatment as part of same-day surgery, with acute (intensive) progression, requiring the administration of immediate medical assistance; it does not cover aggravation or complications of injuries which occurred prior to entering into the insurance agreement;

- 86) **subsidence of land** – lowering of terrain due to collapse of underground voids;
- 87) **random event** – a progressing event that entails specified consequences, is accidental and independent of human will, such as torrential rain, explosion, hail, cyclone, avalanche, fire, flood, lightning strike, fall of an aircraft, landslide, release of water from water and sewage installations, subsidence of land;
- 88) **organized leisure** – the following events organized by the leisure organizer: trip, holiday, camp, youth camp, including language camp, excluding sport camp, environmental camp, other leisure activity, team-building event; the following stays confirmed by an agreement, reservation or proof of payment for a travel ticket, made under an agreement or booking arrangement.

the remaining scope of insurance described in § 3, the sum insured is PLN 2,250.

- 2. The sum insured is the upper limit of PZU SA liability and is specified for each and for all insurable accidents taking place during the term of insurance with respect to a single insured.
- 3. A percentage deductible equal to 10% of compensation but no less than PLN 100 shall apply.

EXCLUSIONS OF PZU SA LIABILITY

§ 5

- 1. PZU SA shall not be liable if the trip annulment results from:
 - 1) termination of pregnancy, scheduled delivery, miscarriage or any complications during the period of pregnancy which were known to the insured on the date of execution of the insurance agreement;
 - 2) treatment of chronic illnesses;
 - 3) treatment of illnesses resulting in hospitalization within 5 years preceding the execution of the insurance agreement;
 - 4) treatment of aggravations or complications of:
 - a) chronic illnesses,
 - b) illnesses resulting in hospitalization within 5 years preceding the execution of the insurance agreement,
 - c) same-day surgery done within 6 months preceding the execution of the insurance agreement;
 - 5) having committed or attempting to commit a crime or suicide by the insured or the travel partner;
 - 6) a willful act of the insured or the travel partner;
 - 7) mental disorders, conduct disorders, including neuroses, of the insured or the travel partner;
 - 8) an accident which happened when the insured or the travel partner was driving a motor vehicle or another vehicle without the relevant license or being intoxicated or under the influence of alcohol or under the influence of narcotic drugs, psychotropic substances, their substitutes or new psychoactive substances as defined in drug abuse prevention regulations, unless such a condition did not influence the occurrence of such an accident;
 - 9) the insured or the travel partner being drunk or intoxicated or under the influence of narcotic drugs, psychotropic substances, their substitutes or new psychoactive substances as defined in drug abuse prevention regulations;
 - 10) not having been or being unable to become vaccinated or being unable, for medical reasons, to undergo preventive treatment required before travel to certain countries;
 - 11) acts of terrorism, acts of war, martial law or state of emergency that occurred or might occur in the countries located in the regions of the world at risk of such acts;
 - 12) civil commotion, riots, civil disturbances, coups d'état, sabotage;
 - 13) taking part in affrays, unless acting in self-defense;
 - 14) radioactive radiation, epidemic, environmental pollution;
 - 15) issue of legal regulations or a decision by the competent authorities of the Republic of Poland or the country of destination or transit countries concerning the closure of borders (for land, sea or air travel or designated border control points of a given country) or travel limitations;
 - 16) cancellation of travel by the tour operator, carrier or accommodation provider due to legal regulations prohibiting travel as issued by the competent authorities of the Republic of Poland or the country of destination or transit countries.
- 2. PZU SA shall bear no liability if, at the time of booking, the Ministry of Foreign Affairs of the Republic of Poland advised against any travel or any unnecessary travel to the destination country on its official website.
- 3. The circumstances of being drunk or intoxicated or under the influence of narcotic drugs, psychotropic substances, their substitutes or new psychoactive substances as defined in drug abuse prevention regulations, as well as motor vehicle driving licenses, shall be assessed according to the law of the country on whose territory the insurable accident took place.

TRAVEL ANNULMENT INSURANCE

SCOPE AND OBJECT OF INSURANCE

§ 3

- 1. The object of travel annulment insurance is the risk of travel annulment at the latest until the start of planned travel due to the following reasons:
 - 1) accident, sudden illness, preventing the insured or the travel partner to begin travel, confirmed with a medical certificate, or death of the insured or the travel partner;
 - 2) accident, sudden illness of the insured's relative or the relative of the travel partner, confirmed with a medical certificate, requiring the insured or the travel partner to stay and provide permanent care to that relative, or death of the relative;
 - 3) pregnancy complications diagnosed by the physician specializing in obstetrics and requiring urgent medical assistance, confirmed with a medical certificate issued by the pregnancy practitioner and stating that any travel plans should be annulled;
 - 4) burglary in the place of residence of the insured or travel partner, on the condition that the legal or administrative activities to be performed require absolute presence of the insured or the travel partner;
 - 5) damage to the place of residence of the insured or travel partner attributable to a random event, on the condition that the legal or administrative activities to be performed require absolute presence of the insured or the travel partner;
 - 6) unconditional summoning of the insured or the travel partner by the administrative authorities of the Republic of Poland or the country of permanent residence, except for summoning by the military authorities;
 - 7) termination of employment agreement with the insured or the travel partner on the date of execution of the insurance agreement, excluding situations when the insured or the travel partner:
 - a) are in the period covered by the notice of termination of employment or have an unemployment status on the date of execution of the insurance agreement,
 - b) terminate their employment or employment is terminated through the fault of the insured or the travel partner after the date of execution of the insurance agreement.
- 2. In the event described in section 1, the scope of insurance covers refund of travel-related costs incurred by the insured until the cancellation of travel to the extent that the insured cannot recover the costs as a result of travel annulment: the ticket, organized leisure, accommodation, lease of a car, subject to section 3.
- 3. The scope of insurance does not include costs of obtaining an entry visa and the handling fee.

SUM INSURED

§ 4

- 1. The sum insured in the scope of refunding the costs of air ticket is the amount corresponding to the purchase price of the ticket. For

ACTIONS TO TAKE IN CASE OF AN INSURABLE ACCIDENT

§ 6

1. In the event of travel cancellation, the policyholder or insured is obligated to:
 - 1) notify PZU SA, PLL LOT SA and, in the event of travel with organized leisure, also the leisure organizer, of the occurrence of circumstances which form the grounds for travel annulment, immediately but not later than within 3 business days of the date when the circumstances occurred;
 - 2) not later than within 7 days of the date of notifying PZU SA, PLL LOT SA and the leisure organizer, PZU SA should be provided with:
 - a) the agreement on participation in organized leisure together with a proof of payment for the leisure,
 - b) representation on submitted resignation from organized leisure, confirmed by the leisure organizer,
 - c) calculation of resignation costs issued by the leisure organizer specifying the travel ticket expense and the cost of accommodation;
 - d) confirmation of payment of costs referred to in § 3 section 2;
 - 3) medical documentation where the travel is annulled as a result of an accident or sudden illness of the insured, the travel partner or a relative of the insured or the travel partner;
 - 4) an exemplified copy of the death certificate (for inspection) where the travel is annulled as a result of death of the insured, the travel partner or a relative of the insured or the travel partner;
 - 5) a certificate confirming a burglary at the place of residence of the insured or the travel partner issued by the Police where the travel is annulled as a result of a damage caused by the burglary at the place of residence of the insured or the travel partner;
 - 6) a certificate confirming the occurrence of random events issued by the local authorities where the travel is annulled as a result of a damage at the place of residence of the insured or the travel partner in the case referred to in § 3 section 1 item 5;
 - 7) a certificate issued by the administrative authorities of the Republic of Poland or the country of permanent residence to confirm summoning of the insured or the travel partner by the authorities – in the case referred to in § 3 section 1 item 6;
 - 8) documents issued by PLL LOT SA and the travel organizer or submitted by the insured to confirm the amount of expenses that the insured was charged with in connection with travel annulment, including the costs of purchasing the ticket, booking a hotel, leasing a car, purchasing tickets for transfer from and to the airport;
 - 9) in the event of termination of employment by the employer – termination of employment including a statement of reasons (if available);
 - 10) in the event of termination of employment by the employer without notice – employer's statement of termination of employment without notice including a statement of reasons.
2. If the obligation to notify by the deadline stated in section 1 item 1 is breached as a result of willful misconduct or gross negligence, PZU SA may decrease the benefit accordingly if the breach aggravated the damage or prevented PZU SA from determining the circumstances and effects of the insurable accident. The consequences of failing to notify PZU SA of an insurable accident shall not apply if PZU SA was informed about the circumstances it was to be notified of by the deadline referred to in section 1 item 1.

TREATMENT EXPENSES AND ASSISTANCE INSURANCE

SCOPE AND OBJECT OF INSURANCE

§ 7

1. The object of treatment expenses and assistance insurance is the risk of a sudden illness or an accident that occurred during the insured's travel and during the term of insurance.
2. The object of treatment expenses and assistance insurance is also the risk of pregnancy complications diagnosed by a doctor or

specialist practising obstetrics after the execution of the insurance agreement, and if travel is planned for weeks 28–35 of pregnancy, the liability of PZU SA is conditional on obtaining doctor's written confirmation of fitness for travel within 5 days prior to planned start of travel.

3. The scope of treatment expenses and assistance insurance cover the organization – during the travel – of medical aid required by the insured's health condition provided until the day when their health condition allows them to return or be transported home or to a medical center at the place of residence or to continue the travel and cover the expenses for the aid, including:
 - 1) hospitalization and outpatient treatment:
 - a) stay at a hospital and treatment there, including procedures and operations performed for sudden or urgent indications,
 - b) visits by a physician,
 - c) auxiliary tests ordered by a physician as necessary to diagnose or treat the illness (X-ray, ECG, ultrasound, magnetic resonance, CT scan, basic laboratory tests),
 - d) outpatient procedures;
 - 2) medical transport:
 - a) to the right medical center from the place where the insured is staying or from the place of the accident,
 - b) from one medical center to another to provide further medical aid,
 - c) to another hospital if the medical center where the insured is staying does not provide medical care needed for their health condition,
 - d) to the insured's accommodation after providing medical aid, when the insured, following a recommendation of the physician treating them, should not use their own means of transport or the local public transport;
 - 3) dental treatment in the event of a sudden illness in the form of acute inflammatory and painful conditions and where the necessity to undertake this treatment results from an accident covered by PZU SA's liability.
4. The scope of treatment expenses and assistance insurance also includes a refund of the expenses for purchasing medicines and dressings prescribed by a physician in connection with the treatment referred to in section 3 item 1.
5. The organization of medical aid as referred to in section 3 involves arrangement – while travelling – of a physician's visit or admission of the insured to the appropriate medical center which is the nearest to their place of residence and appropriate for the type of illness or injury, with the admission procedure and applied treatment to be decided by the physician in the medical center that provides the aid. PZU SA shall cover the expenses for medical aid direct at the medical center or, pursuant to the rules defined in § 70, reimburses the insured for the costs of medical aid incurred by them depending on the manner of accepting settlements by the given medical center.
6. The scope of treatment expenses and assistance insurance may be extended to include risks resulting from recreational skiing or snowboarding on marked slopes upon payment of an additional insurance premium.

§ 8

The object of treatment expenses and assistance insurance is also arrangement of assistance services during travel and covering their expenses on account of insurable accidents that occurred during the term of insurance while the insured was travelling. The scope of assistance insurance includes the following assistance services:

- 1) **Transport of the insured to their country of permanent residence or country of residence**

If the insured's health condition, because of an accident or sudden illness covered by PZU SA's liability, does not allow the insured to use the previously provided means of transport, PZU SA shall arrange and cover the costs of transporting the insured back home or to the medical center in their country of permanent residence or country of residence. The insured is transported after providing medical aid by a means of transport suitable to the insured's health condition. The justifiability, date and manner of transporting the insured are agreed by the

physician from the Assistance Center with the physician treating the insured. If the insured does not give consent to returning to their country of permanent residence or country of residence, then as of the moment of refusal, the insured is no longer covered with further treatment expenses and assistance insurance in connection with the insurable accident. If the person to be transported is a child or dependent person, after the physician from the Assistance Center has agreed with the physician treating that insured on the need to provide them with care during transport from a parent or legal guardian, PZU SA shall also cover the expenses of transporting such a person from their country of permanent residence to the place where the child is staying. The person is transported back to their country of permanent residence or country of residence by the means of transport used to transport the child or dependent person.

2) Transport of the insured's body to the place of burial (cost of cremation and transport)

If the insured, because of an accident or sudden illness covered by PZU SA's liability, has died while travelling during the term of insurance, PZU SA shall arrange and cover the costs of transporting the insured's body to the place of burial in their country of permanent residence, including the cost of a coffin, up to the amount of PLN 22,500. If the body is transported to a different country than the Republic of Poland, the transport expenses are covered to the amount of expenses that PZU SA would incur if the transport was to Poland.

If a body is cremated in the country where the insurable accident has occurred, PZU SA shall cover the costs of cremation and costs of transporting the remains to the place of burial, including the cost of an urn, up to the amount of expenses that would be incurred by PZU SA for transporting the body;

3) Covering costs of a search party (search and rescue costs)

PZU SA shall cover the costs of searching for the insured in the mountains, on land and in water conducted by units specialized for that purpose (search costs) and it shall cover costs of providing emergency medical aid (rescue costs) if the insured got lost during travel in the term of insurance.

The period of searching for the insured is considered to start at the moment of reporting the insured missing by their relatives or third parties to a specialized unit conducting the search and to end at the moment of finding the insured or abandoning the search operation. Rescue operations are understood as providing emergency medical aid from the moment of finding the insured until the moment of transporting them to the nearest hospital or another medical center. PZU SA covers costs up to the amount of PLN 20,000. A percentage deductible equal to PLN 100 shall apply;

4) Covering costs of a guardian for the duration of travel

If, as a result of an accident or sudden illness covered by PZU SA's liability, a child or dependent person is hospitalized, the physician treating the insured, in agreement with the physician from the Assistance Center, thinks that the permanent presence of a parent or guardian is required for the child or dependent person at the hospital, then PZU SA arranges and covers the costs of travel for the parent or guardian travelling together with the child or dependent person until the child or dependent person is discharged from the hospital, up to the amount of PLN 265 per day but for a period not longer than 10 days;

5) Information service in the territory of the Republic of Poland – consulting a physician of the Assistance Center on the telephone

PZU SA ensures access to a medical information hotline involving a telephone conversation with a physician from the Assistance Center, who will, as far as possible, provide the insured, verbally, with information about health care operations. The information does not have the nature of diagnosis or treatment.

2. The sum insured is the upper limit of PZU SA liability and is specified for each and all insurable accidents taking place during the term of insurance with respect to a single insured.
3. The liability for dental treatment-related costs as referred to in § 7 section 3 item 3, in the event of a sudden illness with acute inflammatory and painful conditions, shall be PLN 1,000 per each and all insurable accidents which occurred during the term of insurance.
4. A percentage deductible equal to PLN 100 applies.

§ 10

1. In the treatment expenses and assistance insurance regarding the assistance costs, the quota liability limits for each assistance service are defined per one insurable accident understood as an event that forms the grounds for providing the given assistance service that occurred in the term of insurance with regard to one insured.
2. The quota limits for each assistance service are defined within the sum insured referred to in § 9 section 1.

EXCLUSIONS OF PZU SA LIABILITY

§ 11

1. Subject to section 2 PZU SA shall not be liable for costs incurred by the insured without the consent of the Assistance Center unless it was impossible to contact the Assistance Center in the manner specified in § 13 section 1 item 1 and section 2 for reasons independent of the insured, in particular as a result of a random event or force majeure.
2. It is not required to contact the Assistance Center if the insured during travel selected the physician themselves and covers the costs of a visit in the event of:
 - 1) a single visit to a dentist connected with treatment of an acute inflammatory and painful condition limited to 1 tooth;
 - 2) a single visit by a physician.In the events referred to in items 1 and 2, PZU SA refunds the treatment costs based on the basis of bills registered for the insured's name and proofs of payment as well as medical documentation confirming the occurrence of the insurable accident covered by PZU SA's liability.
3. If the insured, as result of being unable to contact the Assistance Center, as referred to in section 1, arranged and covered the costs of treatment and assistance service, as referred to in § 7 and § 8, on their own, PZU SA shall refund the costs based on the basis of medical documentation confirming the occurrence of the insurable accident covered by PZU SA's liability as well as bills registered for the insured's name and proofs of payment up to the amount of the sum insured and liability limits. If the above costs are not covered by the insured, the insured shall notify PZU SA by the deadline referred to in § 13 section 2 of the need to cover the costs and submit medical documentation confirming the occurrence of the insurable accident covered by PZU SA's liability as well as bills registered for the insured's name which will form the grounds for payments by PZU SA to their issuers.

§ 12

1. PZU SA liability is excluded for treatment costs that resulted from or on account of:
 - 1) treatment exceeding the scope necessary to restore the insured's health condition to enable them to return or be transported back home or to a medical center in the country of permanent residence or country of residence or to continue the travel;
 - 2) the insured's having driven a motor vehicle:
 - a) in the case when the insured did not have the license to drive the given vehicle,
 - b) while drunk or intoxicated or under the influence of narcotic drugs, psychotropic substances, their substitutes or new psychoactive substances in the meaning of drug abuse prevention regulations, unless such condition did not influence the occurrence of the insurable accident;
 - 3) being intoxicated or under the influence of alcohol or under the influence of narcotic drugs, psychotropic substances, their

SUM INSURED AND QUOTA LIMITS OF LIABILITY

§ 9

1. The sum insured shall be PLN 500,000.

substitutes or new psychoactive substances in the meaning of drug abuse prevention regulations, unless such condition did not influence the occurrence of the insurable accident;

- 4) treatment not connected with a sudden illness or an accident;
 - 5) chronic disease management;
 - 6) treatment of diseases which led to hospitalization in the period of 5 years prior to entering into the insurance agreement
 - 7) treatment of exacerbations or complications of:
 - a) chronic diseases,
 - b) diseases which led to hospitalization in the period of 5 years prior to entering into the insurance agreement,
 - c) the same-day surgery procedure carried out in the period of 6 months prior to entering into the insurance agreement;
 - 8) mental disorders, conduct disorders, including neuroses;
 - 9) treatment of sexually transmitted diseases, AIDS, treating conditions connected with HIV infection;
 - 10) alcoholism-related diseases;
 - 11) sanatorium treatments, prophylaxis, heliotherapy, non-conventional medicine, procedures carried out due to aesthetic reasons;
 - 12) physiotherapy and rehabilitation;
 - 13) self-treatment or treatment by a doctor being a member of the insured's immediate family, tests and medical services which are not performed by a hospital, a doctor or a nurse;
 - 14) tests which not necessary to diagnose or treat a disease, preventive examinations and vaccinations;
 - 15) abortion, artificial insemination or any other infertility or impaired fertility treatment, including costs of contraceptives and pregnancy tests;
 - 16) accidents or health disorders intentionally caused by the insured, including effects of a suicide or an attempt to commit suicide, self-mutilation by the insured;
 - 17) the insured's taking part in a crime or affray, unless acting in self-defense;
 - 18) practicing high-risk sports;
 - 19) recreational skiing or snowboarding on marked slopes, unless PZU SA liability has been extended in this respect after payment of extra insurance premium;
 - 20) competitive sport activity;
 - 21) physical labor carried out by the insured;
 - 22) illness to which a state of epidemic emergency relates in the insured's destination country, if, at the latest on the day preceding the start of travel, the Ministry of Foreign Affairs of the Republic of Poland advised against any travel or any unnecessary travel to the destination country on its official website;
 - 23) disasters leading to radioactive or chemical contamination, radioactive or ionizing radiation;
 - 24) acts of terrorism, acts of war, martial law or state of emergency that occurred in a country located in a region of the world at risk of acts of terrorism, acts of war, martial law or state of emergency;
 - 25) participation of the insured in strikes, disturbances, riots, protest actions, road blocking, acts of sabotage;
 - 26) failure to comply with the instructions of the doctor treating the insured or doctors at the Assistance Center;
 - 27) non-standard supplementary medical care.
2. The assistance services are excluded from the liability of PZU SA if an event constituting a basis for the provision of such services occurred in connection or as a result of circumstances referred to in section 1 or in connection with pregnancy and childbirth after end of pregnancy week 35.
3. PZU SA reserves the right to instruct the insured to contact the medical center selected by PZU SA for diagnosis.
4. The circumstances of being intoxicated or under the influence of narcotic drugs, psychotropic substances, their substitutes or new psychoactive substances in the meaning of drug abuse prevention regulations, as well as vehicle driving authorizations, are assessed according to the law of the country on whose territory the insurable accident took place.
5. The liability of PZU SA does not include general damages for pain and physical and moral suffering as well as losses consisting in loss, damage or destruction of things.

ACTIONS TO TAKE IN CASE OF AN INSURABLE ACCIDENT

§ 13

1. In the case of occurrence of an insurable accident, the insured or a person acting on his/her behalf is obligated to:
 - 1) prior to taking any actions – immediately notify and request assistance of the Assistance Center;
 - 2) inform an employee of the Assistance Center of the situation of the insured and help needed, provide the insured's first and last name or other data necessary to identify the insured as well as available information necessary to provide assistance, in the case of a multi-person insurance agreement provide also the name of the policyholder;
 - 3) provide the Assistance Center with the telephone number for the purposes of contacting the insured or his/her representative;
 - 4) provide the doctors of the Assistance Center with access to necessary medical information;
 - 5) follow the instructions of the Assistance Center, providing information and the necessary authorizations;
 - 6) allow the Assistance Center to take all actions necessary to determine the circumstances in which the damage occurred and the legitimacy and amount of claim, and provide assistance and explanations with this respect.
2. If the insured or a person acting in his/her behalf is not able to contact the Assistance Center in the manner referred to in section 1 due to reasons beyond his/her control, including due to a random event or force majeure, the insured or such person is obligated to notify about the occurrence of the insurable accident within 7 days following the day when they become able to contact the Assistance Center. Furthermore, the insured or the person acting in his/her behalf is obligated to specify the reason for inability to contact the Assistance Center.
3. When PZU SA is obligated to reimburse treatment and assistance expenses pursuant to the GTCI, PZU SA reimburses such expenses up to the amount actually borne and documented with an appropriate receipt, no higher than the amount of the sum insured, within the limit set out in § 9 section 3. Concerning the assistance services, PZU SA reimburses the above mentioned expenses up to the amount actually borne and documented with an appropriate receipt up to the amount of the liability limit established for the given assistance service, and if no such limit is established – up to the amount corresponding to the average price of provision of a service of such type.
4. The expenses referred to in section 3 borne by the insured or another person upon instruction of the insured, are reimbursed to the insured. In other cases, the expenses are reimbursed to the person that has actually borne them.
5. A claim is considered on the basis of documentation necessary to establish whether the claim is justified and to assess the benefit amount: medical documentation, documentation concerning other expenses included in the scope of the insurance, and in the event of payment of such costs by the insured – receipts and proofs of payment.
6. If the obligation to notify PZU SA about the occurrence of an insurable event by the deadline stated in section 2 is breached as a result of willful misconduct or gross negligence, PZU SA may decrease the benefit accordingly if the breach aggravated the damage or prevented PZU SA from determining the circumstances and effects of the insurable accident. The consequences of failing to notify PZU SA about an insurable accident do not apply if PZU SA was informed of the circumstances it was to be notified about by the deadline stated in section 2.

HOSPITAL TREATMENT INSURANCE

SCOPE AND OBJECT OF INSURANCE

§ 14

1. The hospital treatment insurance covers the risk of hospitalization as a result of a sudden illness or an accident covered by treatment expenses and assistance insurance.

2. The hospital treatment insurance covers a daily benefit in the amount of PLN 65 per each full 24-hour stay at a hospital.
3. The scope of hospital treatment insurance may be extended to include risks resulting from recreational skiing or snowboarding on marked slopes upon payment of an additional insurance premium

SUM INSURED

§ 15

1. The sum insured shall be PLN 3,250.
2. The sum insured is the upper limit of PZU SA liability and is specified for each and all insurable accidents taking place during the term of insurance with respect to a single insured.

EXCLUSIONS OF PZU SA LIABILITY

§ 16

1. The liability of PZU SA does not include the risk of hospitalization due to:
 - 1) treatment of chronic illnesses;
 - 2) treatment of illnesses resulting in hospitalization within 5 years preceding the execution of the insurance agreement or at the time of execution of the insurance agreement;
 - 3) treatment of aggravations or complications of:
 - a) chronic illnesses,
 - b) illnesses resulting in hospitalization within 5 years preceding the execution of the insurance agreement,
 - c) same-day surgery done within 6 months preceding the execution of the insurance agreement;
 - 4) tuberculosis, mental illnesses, neuroses, epilepsy, psoriasis;
 - 5) HIV infection, sexually transmitted diseases;
 - 6) intoxication caused by consumption of alcohol, medication or narcotic drugs, diseases related with alcoholism, drug addiction, drug dependence or their effects;
 - 7) aesthetic procedures, excluding surgeries treating disfigurement and mutilations caused in an insurable accident covered by liability of PZU SA;
 - 8) abortion, except for the cases when pregnancy is a threat to woman's life;
 - 9) dental treatment or procedures, unless due to injuries suffered in an insurable accident covered by liability of PZU SA;
 - 10) injuries suffered as a result of having committed or attempted to commit a crime or suicide or a health disorder intentionally caused by the insured;
 - 11) injuries suffered as a result of the insured's having driven a vehicle:
 - a) in the case when the insured did not have the license to drive the given vehicle,
 - b) while drunk or intoxicated or under the influence of narcotic drugs, psychotropic substances, their substitutes or new psychoactive substances in the meaning of drug abuse prevention regulations, unless such condition did not influence the occurrence of the insurable accident;
 - 12) injuries suffered as a result of being intoxicated or under the influence of narcotic drugs, psychotropic substances, their substitutes or new psychoactive substances in the meaning of drug abuse prevention regulations, unless such condition did not influence the occurrence of the insurable accident;
 - 13) check-ups or other medical examinations which are not connected with the condition that requires hospitalization;
 - 14) participation in scientific (medical) research or experiments;
 - 15) infertility treatment or artificial insemination;
 - 16) birth defects (defects or deformations), hereditary characteristics, gender reassignment;
 - 17) rehabilitation;
 - 18) engaging in high-risk sports;
 - 19) recreational skiing or snowboarding on marked slopes, unless PZU SA liability has been extended in this respect after payment of an additional insurance premium;

- 20) competitive sport activity;
- 21) injuries or diseases resulting from nuclear energy activity, nuclear fallout, chemical contamination or irradiation;
- 22) injuries or diseases resulting from acts of war, civil war, armed forces operations, active participation in disturbances, riots, civil unrest or acts of terrorism;
- 23) injuries or diseases resulting from military service, participation in armed forces operations or military operations against criminals, terrorist or organized crime;
- 24) injuries caused as a result of taking part in races other than runs.

2. Furthermore, PZU SA is not liable for stays:
 - 1) at detoxification establishments or facilities for chronic patient or care and treatment facilities;
 - 2) at health resorts: sanatoria, health resort hospitals, rehabilitation establishments or centers, preventoria, except for cases of hospitalization at a health resort hospital directly following hospital treatment covered by liability of PZU SA.

ACTIONS TO TAKE IN CASE OF AN INSURABLE ACCIDENT

§ 17

1. Claims to hospital treatment insurance benefit are submitted following the end of hospitalization, and the insured is obligated to:
 - 1) notify PZU SA of the claim no later than within 14 days upon the end of hospitalization;
 - 2) deliver the hospital discharge summary to PZU SA;
 - 3) enable PZU SA to obtain information on the insured's health condition and treatment from doctors responsible for his/her treatment before and during hospitalization.
2. The legitimacy of claims and amounts of benefits due are determined on the basis of the hospital discharge summary and information contained in the claim notification.
3. In cases when the documentation referred to in section 2 is not sufficient to determine the liability, PZU SA reserves the right to review additional medical documentation (such as the case history) and to obtain medical information from the doctors responsible for the treatment before and during hospitalization as well as to request opinions of consultants.
4. If the insured does not provide full information on the treatment carried out before and during hospitalization and the medical documentation submitted by the insured is not sufficient to determine the liability, PZU SA reserves the right to demand the insured to complete the claim notification by providing information as requested.

TRAVEL DELAY OR CANCELLATION INSURANCE

SCOPE AND OBJECT OF INSURANCE

§ 18

1. Travel delay or cancellation insurance covers the risk of a delayed scheduled flight in the case specified in section 2 and of scheduled flight travel cancellation in the case described in section 3.
2. PZU SA will be liable in cases of a delays of a scheduled flight for which the insured bought a ticket with respect to the scheduled departure time per each full 12 hours of such delay, only if caused by a change of the scheduled departure time as a result of:
 - 1) a strike of cabin crew or ground handling staff;
 - 2) an industrial action of the cabin crew or ground handling staff;
 - 3) weather conditions impeding aircraft take-off;
 - 4) a mechanical failure or aircraft grounding due to a mechanical or construction defect.
3. PZU SA will be liable for unused and irrecoverable travel expenses borne by the insured in the cases when the insured cancelled travel due to a delay of a scheduled flight for which the insured bought a ticket of at least 24 hours with respect to the scheduled departure time, caused by the change of the scheduled departure time as a result of:
 - 1) a strike of cabin crew or ground handling staff;

- 2) an industrial action of the cabin crew or ground handling staff;
 - 3) weather conditions impeding aircraft take-off;
 - 4) a mechanical failure or aircraft grounding due to a mechanical or construction defect.
4. The territorial scope of travel delay or cancellation insurance shall cover all countries of the world save the Republic of Poland as well as the states and territories in a state of war or civil war.
5. In the case of travel cancellation referred to in section 3, no benefits specified in § 19 section 1 item 1 shall apply.

SUM INSURED

§ 19

1. The sum insured shall be:
 - 1) for the travel delay risk – PLN 350 for each full 12 hours of travel delay, no more, however, than PLN 1,400;
 - 2) for the travel cancellation risk – PLN 2,250.
2. The sum insured is the upper limit of PZU SA liability and is specified for each and all insurable accidents taking place during the term of insurance with respect to a single insured.
3. A percentage deductible equal to PLN 100 shall apply for the travel cancellation risk.

EXCLUSIONS OF PZU SA LIABILITY

§ 20

1. PZU SA shall not be liable for the insurable accidents:
 - 1) arisen from willful misconduct or gross negligence of the insured;
 - 2) arisen from willful misconduct of a person with whom the insured being a natural person lives in the same household;
 - 3) arisen from negligence of a professional carrier;
 - 4) arisen from a strike of the cabin crew or ground handling staff the information about which has been made public in mass media prior to the purchase of a ticket by the insured.
2. PZU SA shall not be liable for the travel delay risk where the professional carrier provides an aircraft within four hours from the scheduled departure time (or arrival for an overflight).

ACTIONS TO TAKE IN CASE OF AN INSURABLE ACCIDENT

§ 21

1. Not later than within 7 days from the occurrence of an insurable accident, the insured shall provide PZU SA with a document confirming the scheduled flight delay or – in the case of travel cancellation – the flight ticket cancellation and the amount of the costs incurred by the insured in this respect issued by the air carrier.
2. If the obligation to notify PZU SA of the occurrence of an insurable event by the deadline stated in section 1 is breached as a result of willful misconduct or gross negligence, PZU SA may decrease the benefit accordingly if the breach aggravated the damage or prevented PZU SA from determining the circumstances and effects of the insurable accident. The consequences of failing to notify PZU SA of an insurable accident shall not apply if PZU SA was informed about the circumstances it was to be notified about by the deadline referred to in section 1.

PASSENGER LATE ARRIVAL INSURANCE

SCOPE AND OBJECT OF INSURANCE

§ 22

1. The object of the passenger late arrival insurance is the risk of the insured, holding a ticket for the flight, arriving late at the aircraft departure site due to:
 - 1) a failure or accident of a car, including a taxi cab, or
 - 2) a delay of means of public transport which the insured used to arrive at the aircraft departure site.

2. The scope of the passenger late arrival insurance covers additional costs of travel incurred by the insured until the soonest possible departure to the relevant destination, which cannot be reimbursed from other sources.

SUM INSURED

§ 23

1. The sum insured shall be PLN 900.
2. The sum insured is the upper limit of PZU SA liability and is specified for each and all insurable accidents taking place during the term of insurance with respect to a single insured.
3. A percentage deductible equal to PLN 100 applies.

EXCLUSIONS OF PZU SA LIABILITY

§ 24

1. The insurer shall not be liable for the insurable accidents caused by:
 - 1) war, civil war, political upheaval, revolution, military operations, martial law, state of emergency;
 - 2) riots, acts of terrorism;
 - 3) forfeiture, appropriation, nationalization, requisition or destruction of the means of transport indicated in § 22 section 1 as ordered by the competent authorities;
 - 4) ionizing radiation or radioactive contamination from any source, including radiation originating from nuclear fuel or fuel combustion or any nuclear waste from the nuclear fission and fusion processes.
2. PZU SA shall not be liable for the insurable accidents:
 - 1) arisen from willful misconduct or gross negligence of the insured;
 - 2) arisen from willful misconduct of a person with whom the insured being a natural person lives in the same household.

ACTIONS TO TAKE IN CASE OF AN INSURABLE ACCIDENT

§ 25

1. In the case of missing the departure time, the insured shall, within 7 days from the occurrence of the insurable accident at the latest, present to PZU SA proofs of the additional travel costs they incurred and proofs of the occurrence of the insurable accident (e.g. a certificate of a car service or a repair shop, proofs of the scheduled and actual arrival time of the means of public transport issued by a professional carrier).
2. If the obligation to notify PZU SA of the occurrence of an insurable event by the deadline stated in section 1 is breached as a result of willful misconduct or gross negligence, PZU SA may decrease the benefit accordingly if the breach aggravated the damage or prevented PZU SA from determining the circumstances and effects of the insurable accident. The consequences of failing to notify PZU SA of an insurable accident shall not apply if PZU SA was informed about the circumstances it was to be notified about by the deadline referred to in section 1.

TRAVEL SHORTENING INSURANCE

SCOPE AND OBJECT OF INSURANCE

§ 26

1. The object of the travel shortening insurance shall be the risk of travel shortening due to:
 - 1) an accident, sudden illness, preventing the insured or the travel partner to continue their participation in organized leisure, confirmed with a medical certificate, or death of the insured or the travel partner;
 - 2) an accident or sudden illness of a relative of the insured or a relative of the travel partner, confirmed with a medical certificate, requiring the insured or the travel partner to stay and provide permanent care to that relative, or death of a relative;

- 3) damage to the place of residence of the insured or travel partner attributable to a random event, on the condition that the legal or administrative activities to be performed require absolute presence of the insured or the travel partner;
 - 4) unconditional summoning of the insured or the travel partner by the administrative authorities of the Republic of Poland or the country of permanent residence, except for summoning by the military authorities.
2. The scope of the insurance shall cover the reimbursement of the costs incurred by the insured for the period by which the organized leisure was shortened and which cannot be recovered and the transport costs of the return journey.

SUM INSURED

§ 27

1. The sum insured shall be PLN 2,250.
2. The sum insured is the upper limit of PZU SA liability and is specified for each and all insurable accidents taking place during the term of insurance with respect to a single insured.
3. A percentage deductible equal to PLN 100 applies.

EXCLUSIONS OF PZU SA LIABILITY

§ 28

1. PZU SA shall not be liable if the travel shortening results from:
 - 1) treatment of chronic illnesses;
 - 2) treatment of illnesses resulting in hospitalization within 5 years preceding the execution of the insurance agreement;
 - 3) treatment of aggravations or complications of:
 - a) chronic illnesses;
 - b) illnesses resulting in hospitalization within 5 years preceding the execution of the insurance agreement;
 - c) same-day surgery done within 6 months preceding the execution of the insurance agreement;
 - 4) pregnancy and all its consequences and complications, termination of pregnancy, delivery, miscarriage;
 - 5) having committed or attempting to commit a crime or suicide by the insured or the travel partner;
 - 6) a willful act of the insured or the travel partner;
 - 7) mental disorders, conduct disorders, including neuroses, of the insured or the travel partner;
 - 8) an accident which happened when the insured or the travel partner was driving a motor vehicle or another vehicle without the relevant license or being intoxicated or under the influence of alcohol or under the influence of narcotic drugs, psychotropic substances, their substitutes or new psychoactive substances as defined in drug abuse prevention regulations, unless such a condition did not influence the occurrence of such an insurance accident;
 - 9) the insured or the travel partner being drunk or intoxicated or under the influence of narcotic drugs, psychotropic substances, their substitutes or new psychoactive substances as defined in drug abuse prevention regulations;
 - 10) not having been or being unable to become vaccinated or being unable, for medical reasons, to undergo preventive treatment required before travel to certain countries;
 - 11) acts of terrorism, acts of war, martial law or state of emergency that occurred or might occur in the countries located in the regions of the world at risk of such acts;
 - 12) civil commotion, riots, civil disturbances, coups d'état, sabotage;
 - 13) taking part in bets or affrays, unless acting in self-defense;
 - 14) radioactive radiation, epidemic, environmental pollution.
2. The circumstances of being drunk or intoxicated or under the influence of narcotic drugs, psychotropic substances, their substitutes or new psychoactive substances as defined in drug abuse prevention regulations, as well as motor vehicle driving licenses, shall be assessed according to the law of the country on whose territory the insurable accident took place.

ACTIONS TO TAKE IN CASE OF AN INSURABLE ACCIDENT

§ 29

1. Not later than within 7 days from the date on which the insurable accident occurred, the insured shall provide PZU SA with:
 - 1) medical documentation prepared in the country of an insurance accident referred to in § 26 section 1 items 1 and 2;
 - 2) an exemplified copy of the death certificate (for inspection) where the travel is shortened as a result of death of the insured, the travel partner or a relative of the insured or the travel partner;
 - 3) a certificate confirming a damage at the place of residence of the insured or the travel partner issued by the Police where the travel is shortened as a result of a damage at the place of residence of the insured or the travel partner attributable to a random event;
 - 4) a certificate confirming unconditional summoning of the insured or the travel partner issued by the administrative authorities of the Republic of Poland or the country of permanent residence where the travel is shortened as a result of unconditional summoning of the insured or the travel partner;
 - 5) the agreement on participation in organized leisure together with a proof of payment for the leisure and the documentation confirming the early return;
 - 6) invoices and proofs of payment related to the costs of the return travel.
2. If the obligation to notify PZU SA of the occurrence of an insurable event by the deadline stated in section 1 is breached as a result of willful misconduct or gross negligence, PZU SA may decrease the benefit accordingly if the breach aggravated the damage or prevented PZU SA from determining the circumstances and effects of the insurable accident. The consequences of failing to notify PZU SA of an insurable accident shall not apply if PZU SA was informed about the circumstances it was to be notified of by the deadline referred to in section 1.

DETERMINATION AND DISBURSEMENT OF THE BENEFIT

§ 30

1. The amount of compensation shall be determined as a ratio of the number of days of the shortened leisure to the amount equivalent to the total price of the organized leisure specified in the agreement concluded with the leisure organizer.
2. The transport costs involved in the return travel from the organized leisure shall be reimbursed exclusively where:
 - 1) the cost of round-trip transport with a given means of transport was included in the agreement concluded with the leisure organizer;
 - 2) the cost of transport was specified in a separate agreement concluded with the leisure organizer or a separate proof of payment.
3. The costs referred to in section 2 shall be reimbursed up to the amount of the actually incurred costs, not more, however, than up to the amount being an equivalent of the ticket price for returning by specified means of transport.

TRAVEL LUGGAGE INSURANCE

SCOPE AND OBJECT OF INSURANCE

§ 31

1. The object of the travel luggage insurance shall be the insured's travel luggage, during their travel, which is in direct charge of the insured or which has been:
 - 1) deposited with the luggage storage against a receipt;
 - 2) stored in a locked individual luggage room at the (railway, bus) station or at the airport or at the hotel;
 - 3) stored in a locked trunk of a passenger car (including a roof box) provided that the car was left at a parking lot with video surveillance, which is confirmed with a relevant document;
 - 4) stored in a locked room occupied by the insured in the place of their accommodation (excluding a tent).
2. PZU SA is liable for insurable accidents that occurred during the term of insurance while the insured was travelling.

3. The scope of insurance includes damage consisting of:
 - 1) loss, destruction or damage of travel luggage caused:
 - a) by a random event,
 - b) during a rescue operation conducted in connection with the random event referred to in (a),
 - c) as a result of a road, water or air traffic accident,
 - d) as a result of theft, in the case referred to in section 1 item 1,
 - e) as a result of theft with burglary, in the case referred to in section 1 items 2–4,
 - f) as a result of robbery,
 - g) in circumstances where the insured was not capable of taking care of their travel luggage as a result of an accident, sudden illness or rapid deterioration of the insured's health confirmed by a medical certificate, subject to item 2;
 - 2) loss, destruction or damage of sports equipment as a result of an accident, confirmed by medical documentation, that occurred while using the sports equipment, provided that PZU SA liability under ADD insurance has been extended to the risk of practicing skiing or snowboarding on marked slopes after payment of an additional insurance premium.
4. In case of damage consisting solely in the loss of travel luggage in the circumstances referred to in section 3 item 1(g), PZU SA's liability for damage consisting in the loss of portable electronic equipment is excluded.

§ 32

In case of a documented delay in delivering the insured's travel luggage to the place where the insured is staying while travelling outside the Republic of Poland, country of permanent domicile or country of residence, by at least 12 hours from the planned time of delivery, PZU SA covers costs incurred for purchasing basic necessities (clothing, toiletry, medicines, movement-assisting equipment), provided that they are documented by proofs of purchase. The return of costs applies only to purchases made until the travel luggage is delivered.

EXCLUSIONS OF PZU SA LIABILITY

§ 33

1. PZU SA is not liable for damage:
 - 1) whose amount does not exceed the equivalent of PLN 100;
 - 2) caused wilfully by the insured;
 - 3) caused wilfully by a person with whom the insured lives in the same household;
 - 4) consisting of lost profits of the insured;
 - 5) in sports equipment during its use, subject to § 31 section 3 item 2;
 - 6) related to a delay in delivering travel luggage while travelling within the territory of the Republic of Poland or after the insured has returned to the Republic of Poland, country of permanent domicile or country of residence.
 - 7) caused by acts of terrorism, acts of war, martial law or state of emergency that occurred in a country located in a region at risk of acts of terrorism, warfare, martial law or state of emergency;
 - 8) caused by riots, disturbances or assassination attempts;
 - 9) caused by radioactivity or ionization;
 - 10) caused while the insured is relocating;
 - 11) in objects left unattended, subject to § 31 section 3 item 1(g);
 - 12) caused as a result of forfeiture, seizure or destruction by customs authorities or other government bodies;
 - 13) caused as a result of theft without burglary, subject to § 31 section 3 item 1(d);
 - 14) caused as a result of using forged keys;
 - 15) in car equipment which may be the object of all risks motor insurance;
 - 16) resulting from a defect in the insured object or its normal wear and tear, spillage of liquids, fats, dyes or corrosive substances located in the insured travel luggage;
 - 17) in easily breakable objects made from pottery, glass, ceramics, porcelain, marble or plaster;
 - 18) consisting solely in the damage or destruction of suitcases, bags, weekend bags, backpacks or similar items used to store travel

- luggage, or consisting in the damage or destruction of suitcases, bags, weekend bags, backpacks or similar items used to store travel luggage together with the damage or destruction of the travel luggage referred to in section 2;
 - 19) in electric devices and equipment caused as a result of electric current flow during their operation, unless the electric current flow caused a fire.
2. In addition, PZU SA is not liable for the loss, damage or destruction of the following travel luggage:
 - 1) documents, keys, means of payment, tickets, vouchers, pass-books, securities;
 - 2) means of transport, with the exception of prams, wheelchairs and bicycles;
 - 3) pontoons, sailboats, rowing and motor boats, canoes, paddle boats;
 - 4) furs, watches, items and jewelry made of silver, gold, platinum and other platinum metals, gemstones and artificial gemstones, noble organic materials (pearl, amber, coral).
 - 5) items of scientific and artistic value, works of art, antiques, collections;
 - 6) car accessories, power fuels and items used to furnish caravans, mobile homes, yachts;
 - 7) electronic equipment other than portable electronic equipment;
 - 8) software, cassettes, discs, data storage drives, video games and related accessories, books;
 - 9) all kinds of weapons, hunting trophies;
 - 10) items in quantities suggesting their commercial use;
 - 11) medical equipment, medicines, glasses of all kinds and purposes, contact lenses, prostheses and other medical devices and rehabilitation equipment;
 - 12) property of refugees;
 - 13) foodstuffs and stimulants of all kinds;
 - 14) hygiene products, cosmetics;

SUM INSURED

§ 34

1. The sum insured shall be PLN 4,500.
2. Within the sum insured, the following liability limits are set:
 - 1) for sports equipment, PLN 1000;
 - 2) for luggage delay risk, PLN 750;
 - 3) per item, PLN 1000.
3. The sum insured is the upper limit of PZU SA liability and is specified for each and all insurable accidents taking place during the term of insurance with respect to a single insured.
4. A percentage deductible equal to PLN 100 applies, except for luggage delay risk.

ACTIONS TO TAKE IN CASE OF OCCURRENCE OF DAMAGE

§ 35

1. The policyholder or insured is obliged to notify PZU SA about the occurrence of damage immediately, not later however than within 7 days from the date on which they learned about the damage, and in case of damage occurring outside the territory of the Republic of Poland, not later than within 7 days from the date of return.
2. If the obligation referred to in section 1 is breached as a result of wilful misconduct or gross negligence, PZU SA may decrease the benefit accordingly if the breach aggravated the damage or prevented PZU SA from determining the circumstances and effects of the insurable accident.
3. The consequences of failing to notify PZU SA about an insurable accident do not apply if PZU SA was informed of the circumstances it was to be notified about by the deadline stated in section 1.
4. If damage occurs, the policyholder or insured is obliged to:
 - 1) provide a PZU SA representative with explanations and aid in obtaining information concerning the circumstances attending the insurable accident and the occurrence of damage, its object and amount;

- 2) prove the occurrence of an insurable accident covered by PZU SA liability;
 - 3) immediately notify the local police in case of theft, theft with burglary or robbery, state the kind of quantity of lost property, and obtain a written confirmation of notice;
 - 4) immediately notify the manager of a hotel, holiday resort, camping or other accommodation about any damage that occurred at the accommodation or on other premises supervised by the manager, and obtain a written confirmation of notice;
 - 5) in case of loss, destruction or damage of travel luggage as a result of a random event or rescue operation, obtain from the relevant authorities a written confirmation of the damage together with a list of lost items;
 - 6) submit to PZU SA, not later than within 7 days from completing the journey, the list of lost or damaged items with their values and year of purchase, as well as documents and explanations concerning the circumstances, nature and extent of damage.
2. The scope of insurance of a passport, identity card or driver's license includes the following assistance services:
 - 1) arrangement and coverage of costs of the Assistance Center providing information about actions which need to be taken to obtain replacement documents;
 - 2) coverage of costs of issuing replacement documents necessary for the insured to take the return journey, including document issue fee, and covering the costs of travel to obtain such documents, provided that:
 - a) the theft, loss or damage of such documents occurred not later than 2 years before their expiry date.
 - b) the insured notified the police if the insurance event took place in circumstances suggesting a crime;
 - c) the insured notified the hotel management if the documents were stolen or lost at a hotel.

EXCLUSIONS OF PZU SA LIABILITY

§ 38

PZU SA is not liable when:

- 1) the insurable accident is due to the wilful misconduct or gross negligence of the insured, except that case of gross negligence the organization and reimbursement of assistance service costs is required for reasons of equity considering the circumstances;
- 2) the insurable accident occurred due to the wilful misconduct of a person with whom the insured lives in the same household;
- 3) the insurable accident occurred due to forfeiture, seizure or destruction by customs authorities or other government bodies.

LIABILITY LIMIT

§ 39

1. The liability limit for the insurance of a passport, identity card or driver's license is PLN 1,000.
2. The liability limit is the upper limit of PZU SA liability and is specified for each and all insurable accidents taking place during the term of insurance with respect to a single insured.

ACTIONS TO TAKE IN CASE OF AN INSURABLE ACCIDENT

§ 40

1. The policyholder or insured is obliged to notify PZU SA about an insurable accident immediately, not later however than within 7 days from the date on which they learned about the accident, and in case of accidents occurring outside the territory of the Republic of Poland, not later than within 7 days from the date of return.
2. If an insurable accident occurs, the policyholder or insured is obliged to:
 - 1) provide PZU SA with explanations and aid in obtaining information concerning the circumstances attending the insurable accident and the required assistance;
 - 2) immediately notify the local police in case of theft of a passport, identity card or driver's license and obtain a written confirmation of notice;
 - 3) immediately notify the manager of a hotel, holiday resort, camping or other accommodation about the theft or loss of a passport, identity card or driver's license that occurred at the accommodation or on other premises supervised by the manager, and obtain a written confirmation of notice.

CASH INSURANCE

SCOPE AND OBJECT OF INSURANCE

§ 41

1. The object of cash insurance is cash belonging to the insured.
2. The scope of cash insurance includes the risk of loss of cash held by the insured on their person or in a locked safe while the insured

DETERMINATION OF COMPENSATION

§ 36

1. To prove the occurrence of damage, the insured is obliged to submit:
 - 1) evidence confirming the loss, damage or destruction of travel luggage;
 - 2) confirmation of parking on a monitored parking lot referred to in § 31 section 1 item 3;
 - 3) medical documentation confirming the circumstances referred to in § 31 section 3 item 1(g);
 - 4) medical documentation related to the accident referred to in § 31 section 3 item 1(g) and item 2;
 - 5) in the event of luggage delivery delay: confirmation of the planned and actual times of luggage delivery.
2. To determine the amount of compensation, the value of the damaged item as documented by the insured, and if there is no documented value, the average retail value of an identical item or an item of a similar kind or grade available for purchase on the territory of the Republic of Poland as of the date on which the damage occurred is used;
3. When determining the amount of damage pursuant to the rules stated in section 2, a percentage corresponding to the technical wear and tear of the damaged object is deducted.
4. The amount of compensation corresponding to repair costs is determined based on actual damage caused by the insurable accident, according to the average price of a particular service or costs documented by a repair bill. When determining the due compensation, costs resulting from lack of spare parts or materials necessary to revert the item to the previous condition are not considered. The amount of compensation corresponding to repair costs cannot exceed the actual value of the insured item.
5. When determining the amount of damage, the scientific, collector, antique, sentimental or commemorative value is not considered;
6. If the insured has recovered the stolen items in an undamaged condition prior to receiving the compensation, PZU SA covers only the necessary costs related to recovering an item, not higher however than the amount which would be attributable to that item as compensation if it had not been recovered. If the insured has recovered the stolen items in an undamaged condition after receiving the compensation, they are obliged to return to PZU SA the compensation paid for these items or leave them for PZU SA disposal.
7. In cases where the insured has received compensation from a third party obliged to repair the damage, PZU SA decreases its own compensation by the amount received by the insured.

INSURANCE OF A PASSPORT, IDENTITY CARD OR DRIVER'S LICENSE

SCOPE AND OBJECT OF INSURANCE

§ 37

1. The object of insurance of a passport, identity card or driver's license is the risk of theft, loss or damage of a passport, identity card or driver's license during the term of insurance while the insured is travelling.

is travelling during the term of insurance, as a result of theft with burglary or robbery.

3. The compensation is equal to the amount of cash lost.

SUM INSURED

§ 42

1. The sum insured is equal to PLN 1,250.
2. The sum insured is the upper limit of PZU SA liability and is specified for each and all insurable accidents taking place during the term of insurance with respect to a single insured.
3. A percentage deductible equal to PLN 100 applies.

ACTIONS TO TAKE IN CASE OF AN INSURABLE ACCIDENT

§ 43.

1. If an insurable accident occurs, the insured is obliged to notify the theft with burglary or robbery of cash to the police and to the hotel management if the theft with burglary or robbery take place in a hotel.
 2. Not later than within 7 days from the date on which the insurable accident occurred, the insured is obliged to notify PZU SA about the accident and provide the documents confirming events referred to in section 1, as well as state the amount of damage sustained.
 3. If the obligation to notify PZU SA about the occurrence of an insurable event by the deadline stated in section 2 is breached as a result of willful misconduct or gross negligence, PZU SA may decrease the benefit accordingly if the breach aggravated the damage or prevented PZU SA from determining the circumstances and effects of the insurable accident. The consequences of failing to notify PZU SA about an insurable accident do not apply if PZU SA has become aware by the circumstances it was to be notified about by the deadline referred to in section 2.
2. PZU SA liability is excluded with respect to consequences of illnesses or medical conditions, even those that occur suddenly, have been discovered only as a result of an accident or were the cause of an accident. If the illness or medical condition contributed to the unfortunate accident, i.e. the accident was caused by both illness and an external cause, PZU SA's liability covers permanent health impairment, permanent inability to work or death which result from the external cause.

ADD INSURANCE

SCOPE AND OBJECT OF INSURANCE

§ 44

1. The object of ADD insurance includes consequences of accidents.
 2. PZU SA is liable for insurable accidents that occurred during the term of insurance while the insured was travelling.
 3. The scope of insurance includes permanent health impairment in the form of loss of vision or a limb, permanent inability to work, or death of the insured, taking place not later than within 12 months from the date on which the insurable accident referred to in section 2 occurred.
 4. The scope of ADD insurance may be extended to include risks resulting from recreational skiing or snowboarding on marked slopes upon payment of an additional insurance premium.
3. The circumstances of being intoxicated or under the influence of narcotic drugs, psychotropic substances, their substitutes or new psychoactive substances in the meaning of drug abuse prevention regulations, as well as vehicle driving authorizations, are assessed according to the law of the country on whose territory the insurable accident took place.
 4. The liability of PZU SA does not include general damages for pain and physical and moral suffering as well as losses consisting in loss, damage or destruction of things.

BENEFITS AND THEIR AMOUNTS

§ 46

The following benefits are due under ADD insurance:

- 1) a benefit for permanent health impairment, equal to:
 - a) 100% of the sum insured in case of loss of vision,
 - b) 100% of the sum insured in case of loss of limb;
- 2) 100% of the sum insured in case of permanent inability to work;
- 3) 100% of the sum insured in case of death.

SUM INSURED

§ 47

1. The sum insured is equal to PLN 45,000.
2. The sum insured is used to determine the amount of benefits and is specified for a single insurable accident taking place during the term of insurance with respect to a single insured.

ACTIONS TO TAKE IN CASE OF AN INSURABLE ACCIDENT

§ 48

1. If an insurable accident occurs, the insured is obliged to:
 - 1) take steps to mitigate the accident's consequences by immediately seeking medical assistance and undergoing the recommended treatment;
 - 2) notify PZU SA about the occurrence of the insurable accident and provide:
 - a) a detailed description of the causes and course of the accident,
 - b) medical documentation confirming that the insured suffered bodily injury or health disorder during the term of insurance due to the insurable accident,
 - c) a document authorizing to drive vehicles, if the insured was driving a vehicle when the accident occurred;
 - 3) allow PZU SA to obtain information referring to circumstances mentioned in the documents referred to in item 2, in particular from doctors who treated the insured both before and after the insurable accident.
2. If case of death of the insured, the beneficiary is obliged to provide PZU SA with a copy of the certificate of death and a statistical certificate for the death record or medical documentation confirming the cause of death, if the beneficiary is entitled to obtain such documents, as well as a document confirming the beneficiary's identity. If there is no beneficiary, a person claiming the benefit, referred to in § 50 section 2 is obligated to additionally submit civil registration documents confirming their marriage or relation to the insured or documents confirming that the insured was under their care as of the day of death.
3. PZU SA reserves the right to verify submitted evidence and request the opinion of physicians.

DETERMINATION AND PAYMENT OF BENEFITS

§ 49

1. The kinds and amount of benefit due are determined after confirming that a regular causal relationship exists between the insurable accident and the death, permanent health impairment, or permanent inability to work of the insured.
2. Confirming the regular causal relationship referred to in section 1 and permanent health impairment or permanent inability to work occurs on the basis of submitted documentation or information mentioned in § 48 and results of medical examinations.
3. On request and on the cost of PZU SA, the insured is obliged to undergo additional medical examinations or an examination by doctors selected by PZU SA if doing so is necessary to confirm the validity of advanced claims.
4. Regardless of benefits due under these GTCI, PZU SA will reimburse the insured for necessary, documented expenses sustained while travelling within the territory of the Republic of Poland to undergo the examinations referred to in section 3.
5. If the insured leaves the territory of the Republic of Poland before permanent health impairment or permanent inability to work is confirmed, confirming permanent health impairment or permanent inability to work occurs on the basis of medical documentation submitted by the insured.

§ 50

1. The benefit due for permanent health impairment is paid to the insured, and if the insured is underage, to his statutory representative.
2. The benefit due for death of the insured is paid to the beneficiary, and if there is no beneficiary, to the following persons in succession:
 - 1) to the spouse;
 - 2) to the children equally, and if any of the children died before the death of the insured, the share that would be due to them falls to the other children equally;
 - 3) to the parents equally or to one of them if the other died before the death of the insured, or if parental authority is vested in only

one of them; if parental authority is not vested in either parent or they are unknown and a guardian has been appointed for the insured, to legal guardians who are treated identically with parents;

- 4) to natural persons called to inherit by statute in shares falling to them in accordance with Civil Code provisions on statutory inheritance.

Paying the benefit to a person(s) belonging to a higher category precludes paying the benefit to persons(s) belonging to a lower category (item 1 being the highest category).

3. The insured may name or replace a beneficiary at any time.
4. If there is no beneficiary, PZU SA returns, within the sum insured limit, documented costs of burial of the insured, deducted from the due benefit for death, to the person who incurred them, but only when they have not been covered from another insurance or source.
5. In case of death of the insured which is not the result of an accident, and before the insured has received a benefit for permanent health impairment, PZU SA pays this benefit to the insured's heirs.

PRIVATE TPL INSURANCE

SCOPE AND OBJECT OF INSURANCE

§ 51

1. The object of private TPL insurance is the insured's third party liability arising when they are obliged to compensate for personal injury or material loss caused to a third party during travel, in connection with private life activities or possessions used for private life activities, as a result of tortious behavior (liability for tort).
2. PZU SA provides insurance cover within the insured's statutory liability limits.
3. A condition for PZU SA liability is the occurrence of an insurable accident during the term of insurance and making the relevant claim before the limitation period.
4. The scope of private TPL insurance may be extended to include risks resulting from recreational skiing or snowboarding on marked slopes upon payment of an additional insurance premium.

EXCLUSIONS OF PZU SA LIABILITY

§ 52

1. PZU SA is not liable for damage:
 - 1) caused willfully;
 - 2) caused by the insured to the policyholder or a relative;
 - 3) consisting in the payment of the following pecuniary obligations: pecuniary penalties, contractual penalties, court fines, administrative penalties, taxes or other public levies;
 - 4) caused while intoxicated or under the influence of alcohol or under the influence of drugs, psychotropic substances, their substitutes or new psychoactive substances in the meaning of drug abuse prevention regulations, unless such condition did not influence the occurrence of the insurable accident;
 - 5) caused while engaging in a profession or conducting economic activities;
 - 6) caused by any engine-powered vehicle, aircraft or watercraft operated by or belonging to the insured;
 - 7) caused in any engine-powered vehicle, aircraft or watercraft belonging to the insured;
 - 8) caused as a result of acts of war, martial law, state of emergency or participation of the insured in strikes, disturbances, riots, protest actions, road blocking, acts of terrorism or sabotage;
 - 9) covered by a mandatory insurance scheme which requires the insured to have insurance cover;
 - 10) caused by polluting the environment or damaging forest or park stands;
 - 11) caused by nuclear energy, laser beams, maser beams, ionizing radiation, magnetic or electromagnetic fields, or nuclear fallout;
 - 12) consisting in the destruction, damage, loss or theft of cash, vouchers, works of art, jewelry, objects made from precious

- metals or gemstones, securities, documents, data storage devices, collections, archives, or historic or unique objects.
 - 13) to property, used by the insured under a hotel services, rental, lease, use, equipment lease or tourist services agreement (including any engine-powered vehicle, aircraft or watercraft);
 - 14) caused to stored property;
 - 15) due to the possession or use of firearms, pneumatic weapons or related ammunition;
 - 16) caused due to practicing high-risk sports;
 - 17) caused due to recreational skiing or snowboarding on marked slopes, unless PZU SA liability has been extended in this respect after payment of extra insurance premium;
 - 18) caused by competitive sport activity;
 - 19) caused due to transmission of infectious diseases or infections of which the insured was aware or should have been aware when observing due diligence;
 - 20) caused by a breach of personal rights other than involving personal injury;
 - 21) caused by a breach of intellectual property rights;
 - 22) caused by animals transported, moved or led in improperly secured equipment used to safeguard and protect human life and health and property, or transported, moved or led without equipment used to safeguard and protect human life and health and property;
 - 23) consisting in the obligation to reimburse the fees of an attorney representing the injured party;
 - 24) occurring in the insured's home.
2. The circumstances of being intoxicated or under the influence of alcohol or under the influence of drugs, psychotropic substances, their substitutes or new psychoactive substances in the meaning of drug abuse prevention regulations, as well as vehicle driving authorizations, are assessed according to the law of the country on whose territory the insurable accident took place.

SUM GUARANTEED

§ 53

1. The sum guaranteed is equal to PLN 500,000.
2. The sum guaranteed is the upper limit of PZU SA liability and is specified for each and all insurable accidents taking place during the term of insurance with respect to a single insured.
3. A percentage deductible equal to PLN 100 applies.
4. Within the sum guaranteed, PZU SA is obliged to:
 - 1) cover the costs referred to in § 72 section 3;
 - 2) cover the fees of experts appointed by the insured or injured party in agreement with PZU SA to determine the circumstances, causes or extent of the damage;
 - 3) cover the following costs of defense against alleged claims for damage:
 - a) necessary costs of court defense against the claim of the injured party or an authorized person in a dispute conducted in agreement with PZU SA,
 - b) necessary costs of court defense in penal proceedings, if the proceedings involve determining the liability of the insured, and PZU SA requested that a defense counsel be appointed or agreed to cover such costs,
 - c) costs of court proceedings, including mediation or conciliation proceedings, and administrative fees, if PZU SA agreed to cover such costs;
5. Each payment of claim or coverage of costs referred to in section 4 decreases the sum guaranteed by the amount disbursed.

ACTIONS TO TAKE IN CASE OF AN INSURABLE ACCIDENT

§ 54

1. If an insurable accident that may cause third party liability of the insured occurs, the policyholder or insured is obliged to:
 - 1) in case of damage caused in the territory of a state other than the Republic of Poland:

- a) notify the Assistance Center about the occurrence of the insurable accident immediately, not later however than within 7 days from the date on which the accident occurred, and follow the instructions of the Assistance Center,
 - b) allow the Assistance Center to take all actions necessary to determine the circumstances in which the damage occurred and the legitimacy and amount of claim,
 - c) do not enter into any agreements related to such liability without the consent of the Assistance Center,
 - d) immediately, not later however than within 7 days from the date of receiving a copy of the statement of claim, notify Assistance Center to agree the course of further actions with PZU SA, if proceedings to compensate for damage have been instituted against the insured,
 - e) provide to the Assistance Center, immediately upon reception, all summons, copies of statements of claim and other court documents addressed to or served on the insured,
 - f) provide the Assistance Center with the court verdict by a date allowing PZU SA to decide whether an appeal is advisable;
 - g) provide the Assistance Center with a document issued by relevant authorities to confirm that the accident on the slope has been reported – if the insurance cover was extended to include damage resulting from recreational skiing or snowboarding on marked slopes, if the insurance event occurred while engaging in such sports;
- 2) in case of damage caused on the territory of the Republic of Poland;
- a) notify PZU SA about the occurrence of the insurable accident within 7 days from becoming aware of the claims of the injured party and follow PZU SA instructions.
 - b) provide to PZU SA all explanations and evidence required to determine the circumstances of the insurable accident and extent of damage and allow an investigation to be staged,
 - c) immediately, not later however than within 7 days from the date of receiving a copy of the statement of claim, notify PZU SA to agree the course of further actions with PZU SA, if proceedings to compensate for damage have been instituted against the insured,
 - d) provide PZU SA with the court verdict by a date allowing PZU SA to decide whether an appeal is advisable;
 - e) provide the Assistance Center with a document issued by relevant authorities to confirm that the accident on the slope has been reported – if the insurance cover was extended to include damage resulting from recreational skiing or snowboarding on marked slopes, if the insurance event occurred while engaging in such sports.
2. If the obligation to notify PZU SA about the occurrence of an insurable event by the deadline stated in section 1 item 1(a) or item 2(a) is breached, PZU SA may decrease the compensation accordingly if the breach aggravated the damage or prevented PZU SA from determining the circumstances and effects of the insurable accident.
 3. The consequences of failing to notify PZU SA about an insurable accident do not apply if PZU SA has become aware by the circumstances it was to be notified about by the deadline stated in section 1 item 1(a) or item 2(a).
 4. The satisfaction or recognition of a claim for damages covered by the insurance by the insured has no legal consequences with respect to PZU SA, unless PZU SA has previously given its consent.

DETERMINATION AND PAYMENT OF COMPENSATION

§ 55

1. Compensation is paid after determining the liability of the insured for the damage caused.
2. If the injured party is entitled to both one-time and periodic compensation payments, PZU SA satisfies them from the applicable sum guaranteed as follows:
 - 1) one-time compensation payment;
 - 2) periodic compensation payments.

LEGAL COSTS INSURANCE

SCOPE AND OBJECT OF INSURANCE

§ 56

1. The object of legal costs insurance is the reimbursement or return of necessary and legally justified legal costs incurred to safeguard the insured's legal interests related to private life activities while travelling outside the Republic of Poland;
2. The costs are necessary and legally justified if protecting the insured's legal interests or pursuing claims is permitted under effective legal regulations;
3. PZU SA is liable on condition that the insurable accident occurred during the term of insurance.
4. PZU SA insurance cover includes insurable accidents occurring outside the Republic of Poland.
5. The scope of legal costs insurance are legal costs incurred due to the insured pursuing their own claims for damage:
 - 1) as a result of tort;
 - 2) as a result of personal injury, health impairment, illness or medical condition, if their occurrence can be attributed to third parties;
6. The scope of legal costs insurance includes the following legal costs:
 - 1) costs of attorney fees for attorneys appointed by the insured outside the Republic of Poland;
 - 2) costs of legal opinions.
7. A number of events or breaches that result in the need to protect the insured's legal interest and remain in a causal relationship with one another constitute a single insurable accident. In such case, the moment in which the insurable accident occurred is deemed to be the moment of the first event or breach.

EXCLUSIONS OF PZU SA LIABILITY

§ 57

PZU SA is not liable for legal costs:

- 1) related to insurable accidents caused wilfully or directly attending the commission of a wilful crime or misdemeanor;
- 2) related to insurable accidents caused while intoxicated or under the influence of alcohol or under the influence of drugs, psychotropic substances, their substitutes or new psychoactive substances in the meaning of drug abuse prevention regulations, if this influenced the occurrence of the insurable event;
- 3) related to insurable accidents resulting in a dispute between the insured and the policyholder;
- 4) related to insurable accidents resulting in a dispute between the insured and PZU SA, PZU Życie SA, PTE PZU SA, TFI PZU SA, PZU Pomoc SA, PZU Centrum Operacji SA;
- 5) covered under an insurance agreement which the insured entered into with another insurance undertaking;
- 6) incurred in proceedings instituted against the insured by a relative of the insured;
- 7) in proceedings related to taxes, customs and other public fees, as well as in penal fiscal proceedings;
- 8) in family, care and inheritance proceedings;
- 9) in proceedings related to commercial law, companies, agency agreements, investment funds, bonds, securities, cooperatives, associations and trade unions;
- 10) resulting from surety, debt transfer, credit, loan, bank account, financial agency and life insurance agreements, provided that they are related to a unit-linked fund;
- 11) in reorganization, composition, recovery and insolvency proceedings;
- 12) resulting from employment agreements or other legal relationships related to sitting in bodies of legal persons;
- 13) resulting from the scope of copyright law, patents, trademarks, other intellectual and industrial property rights, antitrust law and competition protection law;
- 14) resulting from the scope of media law;
- 15) related to games, bets, forward contracts or speculative transactions;

- 16) related to local zoning plans, the division, consolidation or expropriation of real estate, privatization, reprivatization or other ownership transformations, and real estate demarcation proceedings;
- 17) resulting from the scope of construction law;
- 18) in proceedings before international courts;
- 19) related to the operation and/or possession of motor vehicles;
- 20) in respect of loss of or damage to cash, vouchers, money substitutes, works of art, jewelry, objects of metal and/or precious stones, securities, documents, collector's items, archival collections and/or antique, period and/or unique objects;
- 21) related to intentional concealment, by the insured, of any information and/or documents that may affect the provision of legal aid;
- 22) related to the pursuit of claims in respect of improper performance of services by any person performing services for PZU SA on a contract basis;
- 23) if defending the insured's interests is in conflict with good practices;
- 24) in matters related to the pursuit of business by the insured and/or to the insured's professional activity;
- 25) in matters related to real estate, buildings or other structures, units in buildings;
- 26) related to access to public information;
- 27) related to excessive length of proceedings;
- 28) related to a claim and/or judicial proceedings against a tour operator, a carrier and/or their agents, of the subject of such a claim or such proceedings meets the criteria for resolution by arbitration or in a (customer) complaint procedure.

SUM INSURED AND LIMITS OF LIABILITY

§ 58

1. The sum insured is PLN 20,000.
2. The sum insured is the upper limit of PZU SA's liability and applies to each and all the insurable accidents occurring during the term of insurance and to all the insureds collectively.

ACCESS TO A LAWYER

§ 59

1. The insured is entitled, at their discretion, to appoint a lawyer to defend the insured's interests and to represent the insured.
2. PZU SA may recommend a lawyer to the insured, without any liability for any such recommendation.
3. The insured shall, in the power of attorney granted to a lawyer, require the lawyer to keep PZU SA informed of the status of the matter.
4. The lawyer shall be liable towards the insured only, and PZU SA shall not be liable whatsoever for the lawyer's actions.

§ 60

The lawyer's fee shall be paid as follows:

- 1) the lawyer's fee shall be reimbursed up to twice the minimum fee determined in accordance with the applicable legislation on fees charged by lawyers;
- 2) the rules described in item 1 shall apply to the lawyer's fee for the provision of services throughout the process of protecting the insured's legal interests, except that only one fee, determined in accordance with such rules, shall be payable to the lawyer for the services provided throughout the process (the pre-prejudicial and prejudicial stages of the process).

COMMON PROVISIONS

CONCLUSION OF AN INSURANCE AGREEMENT

§ 61

1. An insurance agreement may be concluded with both parties to the agreement present at the same place or via means of remote communication in accordance with the applicable provisions of law.

2. Subject to section 4, an insurance agreement shall be concluded for a definite term of between 1 day and 30 days or, in the case of travel annulment insurance, for a definite term of between 1 day and 365 days, but in the case of travel cancellation insurance, the insurance agreement is made no later than 7 days before the travel start date.
3. The policyholder is free to choose one of the three insurance options for their insurance agreement, as set out in the Attachment to these GTCI.
4. An insurance agreement may be concluded as an individual agreement or a multi-person insurance agreement. In the case of a multi-person insurance agreement, the term of insurance cover and the insurance option shall be the same for all the insureds named in the insurance agreement.
5. An insurance agreement shall be concluded on the basis of the policyholder's proposal containing information that is necessary for risk measurement and premium calculation.
6. An insurance agreement may be concluded via means of remote communication only if:
 - 1) the policyholder familiarized themselves and accepted the Rules and Regulations and these GTCI before the conclusion of the agreement;
 - 2) PZU SA confirmed its acceptance of the policyholder's proposal before the conclusion of the agreement;
 - 3) the insurance premium is paid by the date specified in the insurance agreement.
7. PZU SA shall deliver a copy of these GTCI to the policyholder before the conclusion of the insurance agreement, subject to section 8.
8. If the insurance agreement applied for is to be concluded via means of remote communication, a copy of these GTCI shall be made available at PZU SA's offices and on PZU SA's website and provided to the policyholder together with an insurance certificate.
9. An insurance agreement shall be deemed concluded upon the payment of the insurance premium. PZU SA shall issue an insurance certificate to confirm the conclusion of each insurance agreement.
10. A policyholder may conclude an insurance agreement on the account of another person (on the insured's account). In such a case, the policyholder shall inform the insured of the rights and obligations under the insurance agreement concluded on the insured's account.
11. Where an insurance agreement is concluded on another person's account, the insured may require PZU SA to provide them with details of the provisions of that insurance agreement and these GTCI to the extent that they apply to the insured's rights and obligations.
12. The policyholder shall inform PZU SA of any circumstances known to the policyholder that PZU SA asks for in the proposal for an insurance agreement or in any other document before the conclusion of an insurance agreement. If the policyholder concludes an insurance agreement through a representative, this obligation shall also apply to that representative and also cover the circumstances known to that representative. If PZU SA concludes an insurance agreement despite the lack of answers to any questions so asked, the omitted circumstances shall be deemed insignificant.
13. During the term of the insurance agreement, the policyholder shall notify PZU SA of any change in the circumstances referred to in section 12. The policyholder shall notify PZU SA of each such change as soon as the policyholder becomes aware of it.
14. Where an insurance agreement is concluded on another person's account, the obligations set out in sections 12 and 13 shall apply to both the policyholder and the insured, unless the insured was unaware of the conclusion of the insurance agreement on their account.
15. PZU SA shall not be liable for the consequences of any circumstances not disclosed to PZU SA in breach of sections 12–14. If any of sections 12–14 has been breached willfully, then in case of doubt it shall be assumed that the insurable accident provided for in the insurance agreement and its aftermath result from the circumstances referred to in the preceding sentence.
16. Where an insurance agreement is concluded on another person's account, PZU SA shall receive a statement from the policyholder

whereby the policyholder agrees to deliver a copy of these GTCI to the insured before the insured is covered under the insurance agreement, in writing or, with the insured's consent, on any permanent medium.

17. No change to the date of travel covered by an insurance agreement, including a change of ticket reservation details via PLL LOT SA or a new date or organized leisure, shall constitute an amendment to the insurance agreement. The agreement may be terminated by mutual consent and a new insurance agreement may be made to take into account the above changes regarding travel.

START AND END OF PZU SA'S LIABILITY

§ 62

The period of PZU SA's liability shall start:

- 1) in travel cancellation insurance:
 - a) upon conclusion of the insurance agreement if the insurance premium is paid upon conclusion of the insurance agreement; or
 - b) from the day following the date of payment of the insurance premium if the premium was not paid on conclusion of the insurance agreement;
- 2) in types of insurance not listed in item 1:
 - a) upon conclusion of the insurance agreement if the insurance premium is paid upon conclusion of the insurance agreement; or
 - b) from the day following the date of payment of the insurance premium if the premium was not paid on conclusion of the insurance agreement

and not earlier than from the start of the insured's journey in the Republic of Poland (i.e. the time when the insured leaves their home to set off directly on their journey).

§ 63

1. The insurance cover shall expire
 - 1) upon expiration of the term of insurance specified in the insurance certificate, but not later than upon the return of the insured to their home or a medical center in the Republic of Poland;
 - 2) as of the date of delivery of a notice to terminate the insurance agreement in the case described in §67;
 - 3) as of the date of delivery, to PZU SA, the policyholder's notice to terminate the insurance agreement with immediate effect in the case described in section 3;
 - 4) as of the date of termination of the insurance agreement by mutual consent of the parties;
 - 5) in relation to a particular insured, upon the death of that insured;
 - 6) as of the date of withdrawal from the insurance agreement, as referred to in §64.
2. The insurance agreement may be terminated at any time by mutual consent of the parties.
3. The policyholder may, at any time, terminate the insurance agreement on the basis of a notice to that effect.

§ 64

1. If an insurance agreement is concluded for a term longer than 6 months, the policyholder has the right to withdraw from the insurance agreement within 30 days, and if the policyholder is a commercial undertaking, within 7 days, from the day of conclusion of the agreement, by giving a notice to that effect, subject to section 2. If PZU SA failed to inform, at the time of conclusion of the agreement at the latest, a policyholder that is a consumer of their right to withdraw from the agreement, the 30-day period shall run from the date when that policyholder became aware of that right. No withdrawal from an insurance agreement shall release the policyholder from the obligation to pay the insurance premium for the period during which PZU SA provided insurance cover under that agreement.
2. Where an insurance agreement is concluded via means of remote communication and if the policyholder under that agreement is a consumer, the period within which that policyholder is entitled to

withdraw from that agreement, on the basis of a written notice to that effect, shall be 30 days of the date when that policyholder was informed of the conclusion of the insurance agreement or of the date when that policyholder was delivered the information that consumers must be provided with in accordance with the legislation governing the conclusion of contracts via remote means of communication, if such information was delivered later. The withdrawal period requirement shall be deemed complied with if the notice is sent before the end of that period. The right to withdraw from an insurance agreement may not be exercised by a policyholder that is a consumer, if the insurance agreement was concluded for a term shorter than 30 days.

INSURANCE PREMIUM

§ 65

1. The insurance premium shall be payable for the period of PZU SA' liability, on the basis of the premium schedule in effect on the date of the insurance agreement.
2. The calculation of the insurance premium shall be based on:
 - 1) sum insured and/or sum guaranteed;
 - 2) term of insurance;
 - 3) insurance option;
 - 4) territorial scope of insurance;
 - 5) purchase price of the airline ticket;
 - 6) number of insureds.

§ 66

1. The deadline for the payment of the insurance premium shall be the day preceding the start date of the term of insurance specified in the insurance agreement.
2. The insurance premium shall be paid using a non-cash method of payment. The insurance premium shall be deemed paid as soon as the full amount of the insurance premium is credited to the bank account specified by PZU SA.
3. The insurance premium shall not be subject to indexation.

§ 67

In the event of the discovery of any circumstance leading to a significant change of the likelihood of the occurrence of an insurable accident, either party may request that the insurance premium be adjusted accordingly as of the occurrence of that circumstance, but not earlier than from the start of the current term of insurance. If such a request is made, the other party may, within 14 days, terminate the insurance agreement with immediate effect on the basis of a notice to that effect.

§ 68

In the event that the insurance cover ends before the end of the term of the insurance agreement, the policyholder is entitled to claim a refund of the insurance premium for the period of the unused insurance cover.

GENERAL RULES FOR THE DETERMINATION AND PAYMENT OF BENEFITS

§ 69

1. PZU SA shall pay any benefit under the insurance agreement within 30 days of the receipt of a notice of the occurrence of an insurable accident.
2. If it is impossible to investigate, within the period specified in section 1, all the circumstances necessary to establish PZU SA's liability or the amount of the benefit, the benefit shall be paid within 14 days from the day on which investigating such circumstances was possible with the exercise of due care. However, the undisputed part of the benefit shall be paid by PZU SA within the period specified in section 1.
3. PZU SA shall:
 - 1) within 7 days from the date of its receipt of a notice of the occurrence of an insurable accident, inform the policyholder and/or the insured of the receipt of such a notice if such a notice was not given by them, and proceed to determine the facts relating to that insurable accident, the validity and amounts of the claims made

in respect of that insurable accident, and inform the claimant, in writing or otherwise as agreed to by the claimant, of the documents necessary to determine PZU SA's liability and/or the amount of the claimed benefit if this is essential for the procedure to continue; in the case of an insurance agreement concluded on the account of another person, a notice of the occurrence of an insurable accident may be given also by the insured or any heir or heirs to the insured, in which case any such heir will be regarded as the beneficiary under the insurance agreement;

- 2) if it fails to pay the benefit within the time limits specified in sections 1 and 2, provide written notification to:
 - a) the claimant and to
 - b) the insured in the case of an insurance agreement concluded on the account of another person, unless the insured is the claimant, of the reasons for its inability to satisfy their claims in whole or in part, and to pay any undisputed part of the claimed benefit;
- 3) If the benefit is not due or is due in a different amount than the amount claimed, provide written notification to:
 - a) the claimant and
 - b) the insured in the case of an insurance agreement concluded on the account of another person, unless the insured is the claimant, specifying the circumstances and the legal basis justifying the total or partial refusal to pay the benefit, and shall inform that person of their right to pursue their claims through litigation;
- 4) provide the policyholder, the insured, the claimant and/or the beneficiary under the insurance agreement with access to the information and documents gathered by PZU SA in order to determine its liability or the amount of the claimed benefit; any such person may require PZU SA to confirm such information in writing and to make, at such a person's expense, photocopies of any such documents and to certify that such photocopies are true copies of the original documents;
- 5) provide the persons referred to in item 4 with access to the information and documents referred to in item 4 in electronic format, if such format is requested by them;
- 6) at the request of the insured and/or the beneficiary under the insurance agreement, provide them with the information it holds in relation to the insurable accident that is the basis for the determination of PZU SA's liability and of the circumstances of the insurable accident, as well as of the amount of the benefit;
- 7) at the request of the policyholder and/or the insured, provide them with information on any statement or declaration made by them in the process of concluding the insurance agreement for the purposes of risk measurement, or with copies of any documents made in that process.

§ 70

1. Subject to the provisions of section 2, the disbursement of benefits or compensations shall take place in the territory of the Republic of Poland in Polish zloty, except for costs reimbursed directly abroad to the issuers of receipts.
2. Costs incurred outside the Republic of Poland shall be reimbursed in the territory of the Republic of Poland in Polish zloty, converted at the average NBP exchange rate applicable on the date of calculation of the amount of costs to be reimbursed.

§ 71

PZU SA is obligated to redress a loss resulting from non-performance or improper performance of the insurance agreement unless the non-performance or improper performance is a consequence of circumstances for which PZU SA is not liable.

DUTIES OF THE POLICYHOLDER AND INSURED IN THE CASE OF AN INSURABLE ACCIDENT

§ 72

1. If an insurable accident occurs, the policyholder or insured is obliged to:

- 1) use all means available to save the subject matter of insurance and prevent loss or reduce its size;
 - 2) secure the capacity to pursue claims for damages against the persons responsible for the loss.
2. If the policyholder or insured, intentionally or as a result of gross negligence, has failed to apply the measures referred to in section 1 item 1, PZU SA shall be free of liability for the resulting losses.
 3. PZU SA shall be obliged to pay, within the confines of the sum insured or indemnity, as the case may be, the costs resulting from the application of the measures referred to in section 1 item 1, if such measures were intentional, even if they proved to be ineffective.

TRANSFER OF CLAIMS TO PZU SA

§ 73

1. On the date PZU SA pays out compensation, the insured's claims against a third party responsible for the loss shall be transferred by virtue of law to PZU SA up to the amount of the disbursed compensation, subject to section 2. If PZU SA covered part of the loss only, then with respect to the remaining part the insured shall have a priority to pursue his/her claims before PZU SA's claims.
2. The insured's claims against the persons with whom the insured remains in a common household shall not be transferred to PZU SA.
3. At PZU SA's request, the insured is obliged to provide assistance in pursuing claims against third parties by providing information and delivering documents necessary to pursue the claim.
4. If the insured has waived or has limited his/her claim for damages against the party guilty of the loss without the consent of PZU SA, then PZU SA may refuse to pay out or reduce the compensation.
5. If the waiver or reduction of the claim amount is disclosed after the compensation has been paid out then PZU SA may demand that the insured refund the entire or part of the paid compensation amount.

MISCELLANEOUS

§ 74

1. A complaint or grievance may be filed with any PZU SA outlet serving clients.
2. A complaint or grievance may be submitted in any of the following forms:
 - 1) in writing – in person or by mail within the meaning of the Postal Law, e.g. by writing a letter to the following address: PZU SA, ul. Postępu 18A, 02-676 Warsaw (mailing address only);
 - 2) orally – by telephone, e.g. by calling the hotline on 801-102-102, or in person for a record during a visit to any of the outlets referred to in section 1;
 - 3) in electronic form – by sending an e-mail to the address: reklamacje@pzu.pl or by completing the form available at www.pzu.pl.
3. PZU SA reviews and responds to complaints or grievances immediately, but no later than within 30 days of the date of receipt, subject to section 4.
4. In particularly complicated cases preventing the examination of the complaint or grievance and responding to it within the time limit referred to in section 3, PZU SA shall provide the person who has filed the complaint or grievance with information:

- 1) explaining the cause of the delay;
 - 2) describing the facts that must be ascertained for resolution of the case;
 - 3) specifying the anticipated date of completion of the examination of the complaint or grievance and providing a response, which may not exceed 60 days from the date of receipt of the complaint or grievance.
5. PZU SA's response to a complaint or grievance shall be provided to the person who has filed it, in hard copy or by means of another durable carrier of information, except that the response may be provided by electronic mail only at the request of the person who has filed the complaint or grievance.
 6. Any natural person who has filed a complaint is entitled to submit an application to the Financial Ombudsman regarding:
 - 1) refusal to accept claims in the complaint examination process;
 - 2) failure to perform actions resulting from a complaint resolved in accordance with the preference of such person within the time limit specified in the response to the complaint.
 7. Complaints and grievances shall be examined by PZU SA organizational units competent in the matter at hand.
 8. Complaints are governed by the provisions of the Act on Handling Complaints by Financial Market Entities and on the Financial Ombudsman and by the provisions in the Insurance Distribution Act.
 9. PZU SA provides for the possibility of out-of-court dispute resolution.
 10. The authorized entity within the meaning of the Act on Out-of-Court Consumer Dispute Resolution, applicable to out-of-court settlements of disputes involving PZU SA, is the Financial Ombudsman whose website is: www.rf.gov.pl.
 11. The policyholder, the insured, the beneficiary and the person entitled under the insurance agreement, who is a consumer, has the right to request assistance from the Municipal and County Consumer Ombudsmen.
 12. In the case of an agreement entered into over the Internet, the consumer has the right to resort to extrajudicial dispute resolution and to file a complaint via the online platform for the settlement of disputes (ODR Platform) in accordance with Regulation 524/2013 of the European Parliament and of the Council of 21 May 2013 – website: <http://ec.europa.eu/consumers/odr/>. The authority responsible for the operation of the ODR Platform is the European Commission. The e-mail address to contact PZU SA is: reklamacje@pzu.pl.
 13. PZU SA is subject to supervision by the Polish Financial Supervision Authority (KNF).
 14. The language used by PZU SA in its relations with consumers is Polish.
 15. Any litigation for claims under the insurance agreement may be initiated either pursuant to general jurisdiction regulations or before the court with jurisdiction over the place of residence or registered office of the policyholder, the insured or the person entitled under the insurance agreement.
 16. Any litigation for claims under the insurance agreement may be initiated either pursuant to general jurisdiction regulations or before the court with jurisdiction over the place of residence of the insured's heir or that of the heir of the person entitled under the insurance agreement.

ATTACHMENT TO THE GTCI – INSURANCE OPTIONS

Risk	Option 1	Option 2	Option 3
	Travel annulment and shortening insurance	Travel insurance without travel annulment insurance	Travel insurance with travel annulment insurance
Travel annulment insurance	+	-	+
Treatment expenses and assistance insurance	-	+	+
Hospital treatment insurance	-	+	+
Travel delay or cancellation insurance	-	+	+
Passenger late arrival insurance	-	+	+
Travel shortening insurance	+	+	+
Travel luggage insurance	-	+	+
Insurance of a passport, identity card or driver's license	-	+	+
Cash insurance	-	+	+
ADD insurance	-	+	+
Private TPL insurance	-	+	+
Legal costs insurance	-	+	+