

GENERAL TERMS AND CONDITIONS OF THE VOYAGER INSURANCE – PZU TRAVEL ASSISTANCE



established by the Resolution of the Management Board of Powszechny Zakład Ubezpieczeń Spółka Akcyjna no. UZ/102/2013 of 28 March 2013

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CHAPTER I

General provisions

§ 1

1. The general terms and conditions for the Voyager Insurance – PZU Travel Assistance, further referred to as the "General Conditions" apply to insurance contracts concluded by the Powszechny Zakład Ubezpieczeń SA ("PZU SA") with individuals, legal persons and organizational entities with no legal personality.
2. On the basis of the General Conditions and within the scope defined in the insurance contract, PZU SA provides insurance coverage:
 - 1) within the territory of the Republic of Poland (Poland), with relation to travel in the territory of Poland:
 - a) to Polish citizens and foreigners for whom Poland is the country of permanent residence – solely during travel in order to participate in organized leisure,
 - b) to Polish citizens whose permanent residence is outside Poland and who do not have a permanent place of residence within Poland – during their travel for any purpose in the territory of Poland,
 - c) for foreigners for whom Poland is not the country of permanent residence – during their travel for any purpose in the territory of Poland,
 - or
 - 2) within the territory of Poland and with relation to travel outside Poland:
 - a) to Polish citizens, with the exception of Polish citizens referred to in item 1) b) – during their travel for any purpose outside the territory of Poland,
 - b) to foreigners for whom Poland is the country of permanent residence or who live in Poland on the basis of

APPENDICES

ADDITIONAL CLAUSES TO GENERAL CONDITIONS FOR THE VOYAGER INSURANCE – PZU TRAVEL ASSISTANCE

- Clause no. 1
Assistance insurance Extended Package
- Clause no. 2
Assistance insurance Family Package
- Clause no. 3
Assistance insurance Child/Dependent Person Package
- Clause no. 4
Assistance insurance Business Package
- Clause no. 5
Assistance insurance Sports Package
- Clause no. 6
Assistance insurance Biker Package
- Clause no. 7
Casualty insurance
- Clause no. 8
Civil liability of individuals in private life
- Clause no. 9
Travel luggage insurance
- Clause no. 10
Insurance of the costs of cancelling participation or shortening participation in organized leisure

- a residence permit – during their travel for any purpose outside the territory of Poland,
in the case of an insurance accident occurring during the Insured's travel and within the insurance period specified in the General Conditions.
3. The insurance contract may not be concluded if the travel destination is the country of permanent or temporary residence, subject to provisions of section 2 item 1) a), or the purpose of the travel involves planned medical treatment or diagnostic tests. The insurance contract may not be concluded if due to health reasons there are counter indications for the Insured's travel.
 4. These General Conditions apply also to insurance contracts concluded with the use of remote communication means, subject to the relevant provisions of the law.
 5. Additional provisions, or provisions different from those set forth in the General Conditions, may be introduced to the insurance contract subject to agreement with the Policyholder.
 6. In case when additional or different provisions are introduced into the insurance contract, the General Conditions shall apply in the scope not regulated by the additional or different provisions.
 7. PZU SA is obliged to present to the Policyholder the difference between the contents of the insurance contract and the General Conditions in written form before concluding the insurance contract. If this obligation is not complied with, PZU SA may not quote the difference unfavorable for the Policyholder or for the Insured. This provision does not apply to insurance contracts concluded by way of negotiations.
 8. For matters not regulated under these General Conditions or the insurance contract, the relevant provisions of the Civil Code and other provisions of the Polish law shall apply.

DEFINITIONS

§ 2

The terms used in the General Conditions and in the Clauses included into the insurance contract shall have the meaning specified below:

- 1) **acts of terrorism** – individual or group actions targeted against people or property in order to instill chaos, terrorize the population and disorganize the public life, public transport, service or production enterprises – for the purpose of achieving economic, political or social goals;
- 2) **fight** – a conflict of three or more persons dealing blows to other, with each of them having a double role – as the assailed and assailant;
- 3) **PZU Emergency Center** – the Emergency Center working for PZU SA, providing assistance services defined in the General Conditions; the Emergency Center operates 24 hours a day 7 days a week and it is the location where the Insured or a person acting on his/her behalf is obliged to report the insurance accident; the phone number of the PZU Emergency Center is provided in the insurance document; in case of insurance contracts concluded with the use of remote communication means the telephone number of PZU Emergency Center is provided also by electronic means;
- 4) **same-day surgery** – an outpatient surgical procedure performed by a qualified team of doctors and nurses, in a duly licensed medical facility, under same-day care without hospitalization of the Insured;
- 5) **chronic disease** – a disease diagnosed before conclusion of the insurance contract, with protracted course, lasting usually for months or years, from which the Insured suffered on the day of concluding the insurance contract, regardless of whether it required medical intervention or not;
- 6) **foreigner** – a person who does not have Polish citizenship; a foreigner who is a citizen of two or more countries is treated as citizen of that state whose travel document was the basis to enter the territory of Poland;
- 7) **torrential rain** – rainfall with effectiveness ratio of at least 4, defined by the Institute of Meteorology and Water Management (IMiGW). If it is not possible to obtain the relevant information from the IMiGW, the presence of torrential rain is established on the basis of the actual status and scope of losses at their location, or in direct vicinity;
- 8) **insurance document** – the policy, card, certificate or another document confirming the conclusion of insurance contract;
- 9) **home** – place of permanent residence in the location where the individual stays permanently, which is the center of that person's everyday life and where his/her life plans focus;
- 10) **warfare** – actions of military forces during war, meant to defeat the armed forces of the enemy on land, in the air or at sea;
- 11) **explosion** – violent change in the system's balance, coupled with the simultaneous release of gas, dust or steam, caused by their propagation abilities. With respect to pressure boilers and other similar containers, a condition to acknowledge the event as explosion is the tearing of walls of such boilers or containers to such extent that the release of gases, dust, steam or liquid causes the pressure to suddenly balance. Damages caused by explosion include also damages caused by implosion, where the container or vacuum apparatus is damaged by external pressure;
- 12) **hail** – precipitation consisting of small lumps of ice;
- 13) **hospitalization** – stay of the Insured at the hospital in consequence of an insurance accident, uninterrupted and lasting for more than 1 day, tied to treatment of conditions which arose as the result of insurance accident and for whom outpatient treatment is not possible;
- 14) **hurricane** – wind with speed not smaller than 24 m/s, determined by the Institute of Meteorology and Water Management (IMiGW), which causes mass damages; if it is not possible to obtain the relevant information from the IMiGW, the presence of a hurricane is established on the basis of the actual condition and scope of damages at their location or in the direct vicinity;
- 15) **natural disaster** – an event tied to forces of nature, causing drastic changes in the environment over a large area, caused by natural factors such as: seismic quakes, volcano explosion, fire, drought, flood, hurricane, accumulation of ice on rivers, seas, lakes and water reservoirs, long duration of extreme temperatures, subsidence of soil, mass presence of pests, diseases of plants or animals;
- 16) **consumer** – a natural person performing legal actions not tied directly to his/her business or professional activity;
- 17) **hotel costs** – costs of accommodation in a hotel, hospital hotel, hostel, motel, private accommodation or other place of accommodation;
- 18) **treatment costs** – costs of medical assistance provided to the Insured in the scope necessary to restore his/her health condition to a state enabling return or transport home, to a medical facility at the country of permanent residence, or continuation of travel;
- 19) **treatment costs tied to aggravation or complications of a chronic disease or a disease that had been the reason for hospitalization during 12 months preceding the conclusion of insurance contract** – the costs of emergency medical assistance provided to the insured in order to save his/her life or health, which are necessary to stabilize the insured's health condition or to restore the health condition preceding such sudden aggravation or complications of a chronic disease or a disease that had been the reason for hospitalization during 12 months preceding the conclusion of insurance contract; these costs do not include the basic treatment of a chronic disease or treatment recommended post-hospitalization;
- 20) **costs of treating complications tied to a same-day surgery performed within 30 days preceding the conclusion of insurance contract** – the costs of emergency medical assistance provided to the insured in order to save his/her life or health, which are necessary to stabilize the health condition of the insured or to restore the health condition from before the complications of the same-day surgery procedure; these costs do not include the basic treatment of disease which was the reason for same-day surgery procedure or the treatment recommended following that procedure;
- 21) **theft with burglary** – seizure of property for the purpose of misappropriation, performed or attempted by the perpetrator after removing – by force and with tools – the existing security devices, or after opening the security devices with a key or with another device, obtained in the course of theft with burglary from other premises, or through robbery;
- 22) **country of permanent residence** – the country where the person in question is currently subject to social insurance on the basis of settlement permit or citizenship;
- 23) **country of residence** – a country other than country of permanent residence where the person in question resides permanently or temporarily for a period longer than 1 year and which is the center of that person's personal life; the country of residence does not include a country where the person in question stays for educational purposes or has been delegated to perform work;
- 24) **avalanche** – rapid downslope or rolling of masses of snow, ice, rocks, stones or mud from mountain or undulating slopes;
- 25) **outpatient treatment** – treatment other than hospitalization;
- 26) **sudden illness** – a sudden medical condition threatening the life or health, requiring immediate medical assistance;
- 27) **accident** – a sudden event caused by an external reason, which caused the Insured to sustain, regardless of his/her will, bodily injury, disturbance of health or died;

- 28) **NBP** – National Bank of Poland;
- 29) **fire** – action of fire which exited the fireplace, or burst outside a fireplace and spread on its own;
- 30) **insurance period** – the period of PZU SA liability defined in the insurance contract;
- 31) **emergency or urgent surgery** – a surgical procedure performed under such circumstances that due to the type or degree of advancement of the pathology being the reason for surgical treatment the procedure needs to be performed urgently and its unjustified delay would be tied to a direct and foreseeable threat, serious aggravation of the health condition, serious disturbance of health or death;
- 32) **organizer of leisure** – a natural person conducting business activity, a legal person or organizational entity with no legal personality which provides organized leisure, especially a travel agency, an employer, school;
- 33) **relative** – a spouse, partner, ascendant, descendant, brother, sister, nephew, niece, stepfather, stepmother, stepchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, adopted child, adoptive parent, a person under guardianship or custody, or under foster care pursuant to provisions of family law;
- 34) **man-days** – the product of the number of persons insured, planned by the Policyholder for the given period, and the number of planned days of insurance coverage;
- 35) **planned treatment** – undergoing diagnostics tests, procedures, treatment or rehabilitation recommended by a doctor, regardless of whether hospitalization is required or not;
- 36) **travel** – travel comprising the following periods, occurring in a direct sequence:
- a) the time from leaving home in order to directly commence travel to a place of stay outside the Insured's home, as defined in item b,
 - b) the period of stay out of home, in particular for tourism, leisure, recreation, training, scientific, professional and sports purposes,
 - c) the time of return back home, directly from the place of stay defined in item b), until the moment of entering home;
- 37) **open policy** – a form of insurance contract under which the premium is determined depending on the number of man-days and the premium paid by the Policyholder at the conclusion of the contract is an advance premium;
- 38) **manual labor** – performance by the Insured during the travel of actions such as:
- a) construction, renovation, carpentry works, work in transport sector (including the work of a driver), in mining, metallurgical industry, in the power sector on high voltage equipment, in the petroleum sector, in property protection, work involving explosives, work in mountain rescue services, in the agriculture sector, in the gastronomy sector,
 - b) apprenticeship in a workshop, factory, in the gastronomy sector, at a construction site,
 - c) nursing and care work,
 - d) work at heights,
 - e) work with the use of hazardous tools such as: power saws, pneumatic hammers, machine saws and grinding machines, machine tools, planing machines, axes, pickaxes, chain saws, jackhammers, cranes and machinery, road construction machinery,
 - f) work involving the use of paints, varnishes, liquid fuels and solvents, technical gases and exhaust fumes, hot technical oils or technical liquids,
 - g) work on any kind of vessels (ships, sailing ships etc.) or on aircraft, including during vocational training and apprenticeship;
- the above named works performed by the Insured for his own account are not considered physical labor;
- 39) **flood** – the flooding of land as a result of higher water level in the through of lotic or lentic waters, or flooding of land due to torrential rain or water runoff on slopes in mountainous and undulated areas;
- 40) **robbery** – seizure of property made:
- a) with the use of physical violence, or the threat of immediate use of violence, or rendering a person unconscious or helpless, in order to overcome his/her resistance to handing the insured property over, or
 - b) by a perpetrator who, using physical violence or threat of its immediate use, lead the person holding keys to the premises and forced him/her to open the premises, or
 - c) through the appropriation or embezzlement of insured property, performed through deceit of minors or disabled persons – old or not fully capable;
- 41) **Regulations** – the relevant regulations for rendering services by electronic means;
- 42) **recreational practicing of sport** – form of physical activity whose purpose is leisure or restoration of mental and physical strength, practiced during time free from professional or school duties;
- 43) **Poland** – the Republic of Poland;
- 44) **advance premium** – premium calculated on the basis of number of man-days per the given insurance period, declared by the Policyholder, which constitutes an advance for the total premium due;
- 45) **high-risk sports** – the following sports activities which require above-average skills, courage and acting under high-risk conditions, often risking one's life:
- a) motor or motorboat sports,
 - b) gliding, ballooning, parachuting, hang-gliding, paragliding, power hang-gliding, piloting any motor-powered airplanes,
 - c) alpinism, mountaineering, bouldering, speleology with the use of security equipment or requiring the use of such equipment,
 - d) rafting and all its variations,
 - e) diving with the use of specialist equipment (scuba diving), free diving, shipwreck diving and cave diving,
 - f) sailing – sea sailing, inland sailing, board sailing: surfing, windsurfing and all its variations,
 - g) off-piste skiing or snowboarding,
 - h) extreme skiing: ski-touring, extreme downhill, free skiing,
 - i) extreme snowboarding: free ride, alpine snowboarding, speed snowboarding, jumps and aerial tricks,
 - j) air boarding, snake gliss, snow kite, snowtrikke, snowblades, supershorties, boarder cross, snow scooting, ice surfing,
 - k) bungee jumping, jumping, BASE jumping,
 - l) martial arts and defense sports,
 - m) riding,
 - n) mountain cycling, downhill cycling,
 - o) participation in hunts with the use of firearms or pneumatic weapons,
 - p) participation in survival-type trekking or in trekking to locations that require the use of safety or security equipment, characterized by extreme climatic or natural conditions: desert, mountains higher than 2500 m above sea level, the bush, the Earth Poles, the jungle, glaciers or snow-covered areas;
- 46) **hospital** – medical facility providing round-the-clock care for patients in terms of diagnostics and treatment, with qualified team of doctors and nurses; this term does not include a nursing home, hospice, a care center, rehab center, sanatorium, spa, sanatorium hospital;
- 47) **the Policyholder** – an individual, a legal person or organizational entity with no legal personality, who signed an insurance contract with PZU SA;

- 48) **the Insured** – the individual for whose benefit the insurance contract had been concluded; under civil liability insurance – the individual whose civil liability is the subject of coverage;
- 49) **lightning stroke** – an atmospheric discharge acting directly on the insured object, leaving indisputable marks of such event;
- 50) **individual insurance contract** – an insurance contract concluded for the account of a single individual named in the insurance contract;
- 51) **family insurance contract** – an insurance contract concluded for the account of at least two relatives named in the insurance contract;
- 52) **group insurance contract** – insurance contract covering at least 10 persons or a contract concluded in the form of an open policy;
- 53) **fall of an aircraft** – crash or forced landing of an engine-propelled or engine-less aircraft, or another flying object, also the fall of parts of such aircraft or transported load;
- 54) **the beneficiary** – a person named by the Insured as entitled to collect the benefit due in the case of the Insured's death;
- 55) **landslide** – movement of soil on slopes;
- 56) **release of water from installations** – the release of water or steam from water supply pipes, sewage or central heating installations, backup of water or sewage from sewage installations;
- 57) **competitive practicing of sports** – practicing of sports disciplines entailing regular participation in training sessions, coupled with participation in competitions, sports events, training and fitness camps, in order to achieve, through sports competition, maximum sports results; includes also professional practicing of sports;
- 58) **insurance accident:**
- under treatment costs insurance – sudden illness or accident,
 - under assistance insurance – an event which is the basis to organize assistance services,
 - under casualty insurance – an accident, an epileptic seizure or fainting caused by unknown reason,
 - under civil liability insurance in private life – action or neglect of the Insured which causes a loss covered under the scope of insurance,
 - under luggage insurance – the loss, destruction or damage of travel luggage,
 - under insurance of the costs of resigning from participation, or shortening participation in organized leisure – the events covered by PZU SA which are the basis to resign from participation or to shorten participation in organized leisure;
- 59) **aggravation or complication of a chronic disease or a disease which had been the reason for hospitalization during the 12 months preceding conclusion of the insurance contract, or for a same-day surgery procedure performed during 30 days preceding conclusion of the insurance contract** – a sudden intensification of disease symptoms from the same organ or system, tied directly to the disease or to the same-day surgery, with acute (turbulent) course, requiring immediate medical assistance;
- 60) **subsidence of soil** – subsidence of the earth's surface caused by the collapse of empty underground spaces;
- 61) **fortuitous event** – the following accidental events, independent of human will, causing specific consequences: torrential rain, explosion, hail, hurricane, avalanche, fire, flood, lightning, fall of an aircraft, landslide, release of water from water supply and sewage installations, subsidence of soil;
- 62) **organized leisure** – an excursion, package holiday, youth camps (including language-instruction camps, but excluding sports training camps), overnight/residential school trips and other leisure events organized by a specialized leisure organizer; stay at a pension, hotel, holiday apartment, pri-

vate quarters or other leisure premises confirmed by a contract, a booking confirmation or proof of payment; a team-building event or stay in a SPA center.

BASIC AND EXTENDED SCOPE OF COVER

§ 3

- The basic scope of insurance covers insurance of treatment costs and the Basic Package of assistance, defined in Chapter II of the General Conditions.
- At the request of the Policyholder and upon the payment of an additional premium, insurance under the basic scope can be extended to include additional assistance services or additional risks, by including into the insurance contract clauses selected from among those named below:
 - Clause no. 1 – assistance insurance Extended Package,
 - Clause no. 2 – assistance insurance Family Package,
 - Clause no. 3 – assistance insurance Child/Dependent Person Package,
 - Clause no. 4 – assistance insurance Business Package,
 - Clause no. 5 – assistance insurance Sports Package,
 - Clause no. 6 – assistance insurance Biker Package,
 - Clause no. 7 – casualty insurance (insurance of consequences of accidents),
 - Clause no. 8 – civil liability of individuals in private life,
 - Clause no. 9 – travel luggage insurance,
 - Clause no. 10 – insurance of the costs of resigning from participation, or shortening participation in organized leisure.
- Extension of the scope of cover pursuant to clauses listed in section 2 may occur only simultaneously with conclusion of contract for the basic scope, and only for the same period of insurance as the basic scope insurance, subject to provisions of section 4.
- Insurance of the costs of resigning from participation, or shortening participation in organized leisure (Clause no. 10) can constitute a separate (exclusive) subject of insurance.

§ 4

- Upon the payment of an additional premium, the PZU SA liability may be extended to cover:
 - under the insurance of treatment costs and assistance insurance – costs of treatment tied to aggravation or complication of a chronic disease or a disease which had been the reason for hospitalization during the 12 months preceding conclusion of the insurance contract, or for a same-day surgery procedure performed during 30 days preceding conclusion of the insurance contract, and assistance services provided for under the given assistance package (Basic Package and clauses 1–6) in the case of sudden aggravation of complications of the above mentioned diseases or procedures;
 - under treatment costs insurance, assistance insurance, casualty insurance and civil liability insurance – to include risks resulting from:
 - recreational practice of skiing or snowboarding on marked slopes;
 - professional practice of sports,
 - the practice of high-risk sports;
 - under treatment costs insurance, assistance insurance and casualty insurance – to include risks resulting from performance of physical work;
 - under treatment costs insurance, assistance insurance, casualty insurance and travel luggage insurance – to include risks resulting from acts of terrorism, warfare, martial law or state of emergency which are or could be present in the states located in regions of the world threatened with such actions.
- Extension of the liability of PZU SA to include risks named in section 1 applies to all types of insurance covered under the insurance contract at the Policyholder's request, which pursuant to section 1 can be extended to include these risks.

CONCLUSION OF INSURANCE CONTRACT

§ 5

1. The insurance contract is concluded on the basis of an application of the Policyholder, which contains information necessary to perform individual risk assessment and to determine the premium due. The insurance contract may be also concluded with the use of remote communication means.
2. In the case of insurance contract concluded by electronic means, conclusion of contract must be preceded by:
 - 1) the Policyholder becoming familiar with and accepting the Regulations,
 - 2) confirmation by the Policyholder of receipt of the General Conditions before conclusion of the contract and of acceptance of their contents.In such case, the insurance contract is deemed concluded on the day of premium payment.
3. The Policyholder may conclude the insurance contract for the benefit of a third party (for the benefit of the Insured). In such case, the Policyholder is obliged to inform the Insured of the rights and obligations resulting from the contract that was concluded for his/her benefit.
4. In the case of an insurance contract for the benefit of a third party, the Insured may demand that PZU SA provides him/her with information on the provisions of the concluded insurance contract and the General Conditions in the scope in which they pertain to his/her rights and obligations.
5. The Policyholder is obliged to inform PZU SA of all circumstances known to him/her about which PZU SA asked in the offer form (application form) or in other correspondence preceding the conclusion of the insurance contract. If the Policyholder concludes the insurance contract through a representative, this obligation bears also upon the representative and includes also circumstances known to him/her. If PZU SA concluded the insurance contract despite lack of answers to some of the questions, the omitted circumstances are treated as irrelevant.
6. During the term of the insurance contract, the Policyholder is obliged to notify PZU SA of all changes to circumstances described in section 5, forthwith after becoming aware of them.
7. In the case of an insurance contract for the benefit of a third party, the obligations specified in sections 5 and 6 bear both upon the Policyholder and the Insured, unless the Insured was unaware of the contract concluded for his/her benefit.
8. PZU SA shall not be liable for the consequences of circumstances which under breach of sections 5–7 were not communicated to it. If the breach of provisions contained in sections 5–7 occurred due to willful fault, in case of doubt it is deemed that the accident provided for under the contract and its consequences are the result of circumstances described in the preceding sentence.

§ 6

1. The conclusion of insurance contract is confirmed by PZU SA with the insurance document.
2. If in response to the offer PZU SA delivers the Policyholder an insurance document which contains provisions which deviate, to the disadvantage of the Policyholder or the Insured, from the contents of the submitted offer, PZU SA is obliged to draw the Policyholder's attention to that fact in written form at the time of delivering the said document. The Policyholder is given at least a 7-day period to lodge objections. If PZU SA does not comply with that obligation, the changes introduced to the disadvantage of the Policyholder or the Insured are ineffective, and the insurance contract is concluded according to terms of the offer.
3. In case of lack of objection, the contract becomes effective according to the contents of the insurance document on the day following the last day of the period for lodging an objection.

§ 7

1. Subject to provisions of section 2, the insurance contract is concluded for a defined time period, from 1 day to 1 year.

2. With respect to Insured with permanent place of residence in a Member State of the European Union other than Poland, the insurance contract may be concluded for a period not exceeding 4 months, unless PZU SA operates within the territory of the given Member State. Each time these General Conditions mention a Member State of the European Union, this shall be construed as to include also the member states of the European Free Trade Agreement (EFTA) – signatories of the agreement on the European Economic Area.

§ 8

1. The insurance contract may be concluded as an individual, family or group insurance contract.
2. In the case of a family insurance contract:
 - 1) the insurance period, the sum insured or the guarantee sum are identical for all the Insured and apply to each of the Insured separately,
 - 2) the basic scope of insurance described in § 3 section 1 applies to each Insured,
 - 3) the scope of insurance extended by the inclusion of Clauses no. 1–2, 7 and 9–10, which are referred to in § 3 section 2, and the by the inclusion of the additional risk referred to in § 4 section 1 item 4, applies to each Insured,
 - 4) the scope of insurance extended by the inclusion of Clauses no. 3–6 and 8, which are referred to in § 3 section 2, and the by the inclusion of the additional risk referred to in § 4 section 1 items 1–3, applies only to the named Insured.
3. In the case of a group insurance contract:
 - 1) the insurance period, the sum insured or the guarantee sum are identical for all the Insured and apply to each of the Insured separately,
 - 2) the basic scope of insurance referred to in § 3 section 1 applies to each Insured,
 - 3) the scope of insurance extended by the inclusion of Clauses referred to in § 3 section 2, and the by the inclusion of the additional risk referred to in § 4 section 1 items 2–4, applies to each Insured,
 - 4) the scope of insurance extended by the inclusion of additional risk referred to in § 4 section 1 item 1 applies only to the named Insured.

§ 9

1. The group insurance contract may name all the Insured, or may be concluded without naming them.
2. When concluding the insurance contract naming the Insured, the Policyholder is obliged to deliver to PZU SA a full list of persons to be covered. Unless otherwise agreed, such list should specify the first name, family name, PESEL identification number and address, and in the case of foreigners – first name and family name, date of birth and address. In the case of concluding insurance contract by remote communication means, the list referred to above has to be submitted by the Policyholder to PZU SA in a manner agreed by the parties.
3. The group insurance contract may be concluded without naming the individual Insured only if the insurance covers all Insured which belong to a group defined in the insurance contract, however, such insurance contract may be concluded only by a Policyholder who is a legal person, an organizational entity without legal personality or a natural person conducting business activity and solely with relation to travel resulting from such business activity.
4. In the case of an insurance contract referred to in section 3, concluded in the form of an open policy, the Policyholder is obliged to state the number of Insured and the number of man-days to be used during the insurance period.
5. In the case of concluding the contract referred to in section 3, the Policyholder is obliged to:
 - 1) maintain full records of the Insured and upon each demand of PZU SA identify the scope of cover provided to the individual Insured,

- 2) provide PZU SA with the telephone number of the Policyholder, at which PZU SA shall be able to obtain information described in item 1.
6. The insurance contract covering the cancellation or shortening of participation in organized leisure (Clause no. 10, referred to in § 3 section 2) may be concluded not later than within 3 business days from:
 - 1) the date of concluding the contract for participation in organized leisure, or
 - 2) the date of paying the full costs or advance for the participation in organized leisure, whichever occurred earlier.

tion that lack of payment within 7 days from the date of receipt of that notice shall cause expiry of liability;

- 5) on the day of delivering to PZU SA statement of the Policyholder on termination of insurance contract with immediate effect in the case described in section 3;
 - 6) on the day when the insurance contract is terminated by agreement of the parties;
 - 7) with respect to the given insured at the time of his/her death.
2. The insurance contract can be terminated at any time by agreement of the parties.
 3. The Policyholder may terminate the insurance contract at any time, with immediate effect.

START AND END OF THE LIABILITY OF PZU SA

§ 10

1. Subject to provisions of sections 2 and 3, the liability of PZU SA commences on the day named in the insurance document as the start date for the insurance period, but not earlier than on the day and time of concluding the insurance contract recorded in the insurance document, and the payment or premium or its first installment, unless otherwise agreed, and not earlier than:
 - 1) at the time the Insured leaves home located within the territory of Poland, directly to commence travel;
 - 2) at the time of crossing the border of Poland during entry, in the case of insured persons entering Poland.
2. In the case of insurance contract concluded by remote communication means, subject to provisions of section 3, the liability of PZU SA commences on the day specified in the insurance contract as the start date of the insurance period, but not earlier than from the day following the conclusion of the insurance contract, unless otherwise agreed and in any case not earlier than:
 - 1) at the time the Insured leaves home located within the territory of Poland, directly to commence travel;
 - 2) at the time of crossing the border of Poland during entry, in the case of insured persons entering Poland.
3. In the case of insurance for cancellation or shortening of participation in organized leisure (Clause no. 10, referred to in § 3 section 2), the liability of PZU SA commences from the day defined by the Policyholder as the start of the insurance period, but not earlier than from the day following the payment of premium.

§ 11

1. The insurance coverage expires:
 - 1) upon the lapse of the insurance period specified in the insurance document, but not later than:
 - a) in the case of Insured commencing their travel from home located within the territory of Poland – at the time of returning from the travel to their home or to a medical facility located within the territory of Poland,
 - b) in the case of foreigners or Polish citizens residing permanently abroad and travelling within the territory of Poland – at the time of crossing the border when leaving the territory of Poland,
 - c) in the case of foreigners travelling in Poland and outside its borders – at the time of crossing the border of their country of permanent residence when returning home;
 - 2) on the day of delivering a statement on termination of insurance contract in the case described in § 18;
 - 3) on the day the Policyholder receives the statement of PZU SA on termination of contract with immediate effect in case where PZU SA is liable before the payment of premium or its first installment, and the premium or its first installment were not paid on time;
 - 4) after 7 days from the day the Policyholder receives from PZU SA the notice to pay a subsequent premium installment, sent after the due date of payment with informa-

§ 12

1. If the insurance contract is concluded for a period longer than 6 months, the Policyholder is entitled to withdraw from the contract with 30 days' notice; and in the case where the Policyholder is an entrepreneur, within 7 days from the date of concluding the contract, subject to provisions of section 2. Withdrawal from the insurance contract does not exempt the Policyholder from the obligation to pay premium for the period during which PZU SA provided insurance coverage.
2. In the case of an insurance contract concluded by remote communication means, under which the Policyholder is a consumer, the period during which he/she may withdraw from the insurance contract is set at 30 days from the day the Policyholder is informed of conclusion of the insurance contract, or from the day of delivering him/her the information that must be provided to the consumer under regulations regarding remote conclusion of contracts, if this falls on a later date. The Policyholder being a consumer does not have the right to withdraw from the insurance contract if the insurance contract was concluded for a period shorter than 30 days.

TERRITORIAL SCOPE OF COVERAGE

§ 13

1. On the basis of these General Conditions and within the scope specified in the insurance contract, PZU SA provides insurance coverage:
 - 1) solely within the territory of Poland, further referred to as **"zone I"**, with relation to travel referred to in § 1 section 2 item 1, subject to provisions of sections 2 and 3;
 - 2) within the territory which covers:
 - a) all European countries, including Poland,
 - b) the European part of Russia,
 - c) Canary Islands,
 - d) non-European countries of the Mediterranean region: Algeria, Morocco, Egypt, Syria, Lebanon, Israel, the Gaza Strip, Libya, Tunisia and Turkey,
 further referred to as **"zone II"**, with relation to travel referred to in § 1 section 2 item 2,
 - 3) all over the world, including Poland, further referred to as **"zone III"**, with relation to travel referred to in § 1 section 2 item 2.
2. In the case of organized leisure travel to the Polish border zone, with the intention of mixed stay – both in Poland and abroad, where the Policyholder requests insurance coverage both in the territory of Poland and abroad, the insurance contract is concluded with territorial scope covering zone II.
3. In the case of foreigners who, entering Poland, are obliged to hold insurance with cover including the territory of all Schengen states, the insurance contract is concluded with territorial scope covering zone II.
4. The territorial scope of insurance coverage is defined by the Policyholder in the insurance contract.

SUM INSURED AND GUARANTEE SUM

§ 14

1. The sums insured and the guarantee sums constitute the upper limit of the liability of PZU SA.
2. The sums insured and the guarantee sums are determined in consultation with the Policyholder.

INSURANCE PREMIUM

§ 15

1. The premium is calculated for the period of liability of PZU SA pursuant to the premium tariff in force on the day of concluding the insurance contract.
2. Premium for the selected scope of coverage is the sum of premium for the basic insurance package, of premium for coverage extended through the inclusion of selected Clauses referred to in § 3 section 2 and of the premium increase for additional risks, referred to in § 4 section 1. In the case of simultaneous coverage for additional risks listed in § 4 section 1 item 2 sub-items a–c, only the largest increase is used to calculate premium for all of these risks.
3. The amount of the insurance premium is determined depending on:
 - 1) sum insured or the guarantee sum;
 - 2) the insurance period;
 - 3) the scope of coverage;
 - 4) the territorial scope of coverage;
 - 5) type of insurance contract;
 - 6) increase and reduction of premium, referred to in section 4;
 - 7) the number of insured persons or the number of man-days.
4. The following reductions and increases of premium are applied in the insurance contracts:
 - 1) reduction of premium due to:
 - a) conclusion of the insurance contract in the form of family insurance or group insurance contract,
 - b) covering under the individual insurance contract: a child who has turned 6 years old on the first day of the insurance period, or a student who on the first day of the insurance period has not yet turned 27 years old,
 - c) length of insurance period,
 - 2) increase of premium due to:
 - a) inclusion of Clauses referred to in § 3 section 2,
 - b) inclusion of additional risks, referred to in § 4 section 1, where
with respect to risk referred to in § 4 section 1 item 2 sub-item b, two risk class are set up for sports disciplines:
class 0 – sports bridge, checkers, angling, chess, model making, participation in amateur sports competitions and tournaments of children, school youths and students up to 26 years old,
class I – other sports disciplines practiced on a competitive basis, not listed in class 0, and the increase does not apply in the case of inclusion of risk tied to competitive practice of sports listed in class 0.
If the insured practices several sports disciplines, included in different risk classes, the premium is calculated on the basis of that risk class which is tied to a bigger premium increase.

§ 16

1. Unless otherwise agreed, the Policyholder is obliged to pay the premium at the time of conclusion of the insurance contract. PZU SA confirms the conclusion of insurance contract by issuing the insurance document.
2. In the case of insurance contract concluded for one year period, or concluded as open policy, payment of premium in installments may be allowed at the request of the Policyholder, subject to provisions of section 3. The deadlines for payment of the individual premium installments are determined starting from the date of concluding the insurance contract.

3. In the case of insurance contracts concluded with the use of remote communication means, premium may be paid only in a single installment.
4. The premium is paid in cash or, subject to agreement with PZU SA, in non-cash form.
5. If the payment of premium or premium installment is made in the form of a bank transfer or postal money order, the date of payment is deemed to be the date of the postal stamp, and in the case of transfer – the date of debiting the Policyholder's bank account.
6. The premium is not subject to indexation.

§ 17

1. In the case of insurance contracts in the form of open policy where the premium is determined depending on the number of man-days, the Policyholder pays an advance premium at the time of concluding the insurance contract.
2. The minimum advance premium referred to in section 1 equals the premium for 150 man-days. The final settlement of the advance premium occurs after the lapse of insurance period. The Policyholder is obliged to inform PZU SA of the actual used number of man-days, within the time stipulated in the contract.
3. If the number of used man-days is higher than the number of declared man-days and the advance premium paid, PZU SA calls the Policyholder to supplement the premium in a designated time period.
4. If the number of used man-days is smaller than declared, PZU SA refunds the difference in premium.

§ 18

In case of revealing circumstances which significantly change the probability of an insurance event, each of the parties may demand an appropriate change in the level of premium, starting from the day the said circumstance occurred, but not earlier than from the start of the current insurance period. If such demand is submitted, the other party may terminate the insurance contract within 14 days, with immediate effect.

§ 19

If the insurance coverage expires before the end of period for which the insurance contract was concluded, the Policyholder is entitled to refund of premium for the unused coverage period.

GENERAL RULES FOR DETERMINATION AND PAYMENT OF BENEFITS

§ 20

1. PZU SA, upon receiving notification of the covered insurance accident, within 7 days from receiving such notification, informs the Policyholder or the Insured of that fact, if they are not the persons making that notification, and undertakes actions meant to establish the facts of the case, the justification for the reported claims and amount of benefit; and also informs the person putting forth the claim in writing or in another form that this person had approved, on what documents are necessary to establish the liability of PZU SA or the amount of benefit, if this is necessary for the further course of the proceedings.
2. PZU SA is obliged to effect the benefit within 30 days from the date of receiving notification of the accident.
3. If within the time limit determined above it is not possible to clarify all circumstances needed to establish the liability of PZU SA or the amount of benefit, the benefit should be effected within 14 days from the date when clarification of such circumstances became possible with due diligence. However, the unquestioned portion of benefit should be effected by PZU SA within the timeframe defined in section 2.
4. If within the deadlines specified in sections 2 and 3 above PZU SA does not pay the benefit, it notifies in writing the person reporting the claim on the reasons why his/her claims cannot be

satisfied, in whole or in part, and also pays the unquestioned portion of benefit.

5. If the benefit is not due, or is due in an amount different from the one defined in the reported claim, PZU SA informs the person reporting the claim in writing of the fact. Such notification should be sent within the deadlines referred to in sections 2 and 3, and should cite the legal basis for full or partial refusal to pay the benefit, as well as inform the claimant of the possibility to pursue the claim in court.
6. PZU SA makes available to persons referred to in item 1, as well as to the injured party or the beneficiary, the information and documents collected in order to determine the liability of PZU SA or the amount of benefit. These persons may demand a written confirmation of the information provided by PZU SA and make, at their cost, photocopies of the documentation, together with confirmation of their compliance with the original by PZU SA.
7. PZU SA makes available to persons referred to in item 1, as well as to the injured party or the beneficiary, the documents referred to in section 6 in electronic form upon their request.
8. Upon demand of the Policyholder, Insured, the beneficiary, the person entitled under the insurance contract or the injured party, PZU SA is obliged to make available any information it possesses tied to the accident or event, which is the basis to determine the liability of PZU SA, the circumstances of the accidents and fortuitous events, as well as the amount of benefit.

§ 21

1. Subject to provisions of sections 2 and 3, the payment of the due benefits or indemnity occurs within the territory of Poland, in Polish zloty, with the exception of costs refunded directly abroad to entities which issued relevant bills.
2. Subject to provisions of section 3, the refund of costs incurred outside the territory of Poland is made within the territory of Poland, in Polish zloty, converted according to the average exchange rate of the NBP as at the date of determining the amount of costs subject to refund.
3. in the case of foreigners or Polish citizens residing permanently abroad, the payment of indemnity or benefit is made in a manner agreed with these persons. If the benefit or indemnity is paid in a currency other than the Polish zloty, the conversion is made according to the average exchange rate of the NBP for the given currency as at the date of determining the amount of benefit or indemnity. Refund of premium for the unused insurance period is made after conversion of the amount of refund into the given currency on the basis of the average rate of the NBP from the date of concluding the insurance contract.

§ 22

PZU SA is obliged to redress damage caused by the non-performance or improper performance of services guaranteed under the concluded insurance contract, unless the non-performance or improper performance of services results from circumstances for which PZU SA is not liable.

OBLIGATIONS OF THE POLICYHOLDER AND THE INSURED IN THE CASE OF AN INSURANCE ACCIDENT

§ 23

1. In the case of an insurance accident, the Policyholder or the Insured is obliged to:
 - 1) apply all means available to him/her in order to rescue the subject of insurance, prevent the loss or reduce its scope;
 - 2) secure the possibility of pursuing recourse claims towards persons responsible for that loss.
2. If the Policyholder or the Insured intentionally or through gross negligence failed to apply means described in section 1 item 1, PZU SA is free from liability for any losses occurring for those reasons.
3. PZU SA is obliged, within the limits of the sum insured or the guarantee sum, to refund the costs resulting from the applica-

tion of measures described in section 1 item 1, if those measures were justified, even if they turned out to be ineffective.

ASSIGNMENT OF CLAIMS TO PZU SA

§ 24

1. On the day of payment of indemnity by PZU SA, the claims of the Insured against the third party responsible for the loss are assigned, by force of law, to PZU SA up to the amount of paid indemnity. If PZU SA covered only part of the loss, the Insured has priority right to pursue his/her claims regarding the remaining part of the loss before the claims of PZU SA.
2. The claims of the Insured against persons with whom the Insured maintains a common household are not assigned to PZU SA.
3. Upon the request of PZU SA, the Insured is obliged to provide all assistance necessary to pursue claim against the third party, by providing information and documents necessary to pursue the claim.
4. If the Insured, without the prior approval of PZU SA, waived his/her claims against the third party responsible for the loss, or limited the claims, PZU SA may refuse to pay indemnity or reduce it accordingly.
5. If the waiver of claims or their limitation is revealed after the compensation is paid, PZU SA may request the Insured to return the whole indemnity, or part of it.

CHAPTER II

INSURANCE OF TREATMENT COSTS AND ASSISTANCE – BASIC PACKAGE

SUBJECT AND SCOPE OF INSURANCE

§ 25

1. The subject of insurance of treatment costs is the risk of sudden illness or accident occurring during the insurance period and during the Insured's travel. The insurance of treatment costs covers the organization of medical assistance necessitated by the Insured's health condition until the day when the Insured's health condition allows for his/her return home or transport home or to a medical facility at the place of residence, or for the continuation of travel, plus the coverage of costs of such assistance which include:
 - 1) hospitalization and outpatient treatment:
 - a) hospitalization and hospital treatment, including emergency and urgent procedures and surgeries,
 - b) doctor's consultations,
 - c) auxiliary tests ordered by the doctor (X-Ray, ECG, ultrasound, basic laboratory tests) necessary to diagnose or treat the disease,
 - d) outpatient procedures;
 - 2) transport:
 - a) medical transport to an appropriate medical facility from the location of the Insured's stay or the location of accident,
 - b) between medical facilities where subsequent phases of medical assistance were provided,
 - c) to another hospital, if the medical facility where the Insured is being hospitalized does not guarantee appropriate care for the Insured's condition,
 - d) to the Insured's place of stay after providing medical assistance, if according to the instructions of the attending physician the Insured should not use own transport means or local public transportation;
 - 3) the use of hyperbaric chamber in medically justified cases, provided that the scope of cover was extended to include additional risks, referred to in § 4 section 1 item 2 sub-items b-c,
 - 4) dental treatment in the case of sudden illness, in the form of acute inflammation or pain and if the need to provide such

treatment results from an accident covered by PZU SA's liability;

- 5) treatment tied to pregnancy and childbirth (including costs of transport to medical facility), but not later than until the end of the 32nd week of gestation.
2. The scope of insurance of treatment costs includes also:
 - 1) refund of the costs of purchase of medication and dressings prescribed by a doctor with relation to treatment referred to in section 1 item 1;
 - 2) refund of the costs of purchase or repair of prostheses (including dentures), corrective glasses and auxiliary materials, whose destruction or the need for use by the Insured results from the accident or sudden illness covered by PZU SA, provided that the need to purchase or repair such prostheses and auxiliary materials occurred not later than within 1 year from the date of the said insurance accident.
3. Organization of medical assistance referred to in section 1 involves the organization of consultation or admission of the Insured to a medical facility the nearest to his/her place of stay and appropriate for the type of illness or trauma. The manner for admission and the applied treatment are determined solely by the physician working at the medical facility which provides the assistance.

§ 26

The subject of the Basic Package of the Assistance insurance is the organization and coverage of the costs of assistance services tied to insurance accidents which occurred within the period of insurance during the Insured's travel. The scope of Assistance – Basic Package includes the following assistance services:

1) **Transport of the Insured to the country of permanent or temporary residence**

If the health condition of the Insured, after an accident or sudden illness covered by PZU SA liability, does not allow the Insured to use the previously planned means of transport, PZU SA organizes and covers the costs of transporting the Insured to his/her home or to a medical facility in the country of permanent or temporary residence. Transport is provided after the Insured receives medical assistance and is performed by a means of transport adapted to his/her health condition. The justification for, the date and manner for transport of the Insured is agreed by the doctor of the PZU Emergency Center with the attending physician. If the Insured does not agree to return to his/her country of permanent or temporary residence, then from the time of refusal the Insured is no longer covered for treatment costs and assistance services tied to that insurance accident. If the person to be transported is a child or a dependent person, after the doctor of the PZU Emergency Center and the attending physician agreed the need for ensuring for such person the care of parent or legal guardian, PZU SA shall cover the costs of transport, both ways, for that person. Such costs of transport cover the costs of railway or coach ticket, or if the travel by rail or by coach takes more than 12 hours – the costs of airline ticket in economy class.

2) **Transport of the corpse of the Insured to the location of burial**

If the Insured during his/her travel died due to an accident or sudden illness covered by PZU SA, PZU SA organizes and covers the costs of transporting the corpse to the location of burial in the country of permanent residence. PZU SA shall also cover the costs of coffin purchase, up to the amount of PLN 5 000.00.

In the case of cremation of the corpse in the country where the insurance accident occurred, PZU SA covers the costs of cremation and transport of the remains to the location of burial, in the same amount that would be covered by PZU SA in the case of transport of a corpse.

3) **Coverage of search and rescue costs**

PZU SA covers the costs of search for the Insured in the mountains, on land and on water, conducted by specialized

units (search costs), as well as the costs of providing emergency medical help (rescue costs), provided that the Insured became missing during travel during the period of insurance. The search for the Insured is defined as the period from the time the Insured is reported as missing to a specialized search unit by his/her relatives or by third parties, until the time of finding the Insured or abandoning the search action. Rescue is defined as the provision of emergency medical assistance, from the time of finding the Insured until transporting him/her to the nearest hospital or another medical facility. PZU SA shall cover the costs of search and rescue up to the amount of PLN 50 000.00.

4) **Organization of continued treatment after the Insured returns to his/home located in Poland**

If due to an accident or sudden illness covered under PZU SA liability, PZU SA organized transport of the Insured to his/her home in Poland, PZU SA organizes and covers the costs of the following assistance services tied to the given insurance accident:

- a) **doctor's house call** – organization of a doctor's call at the Insured's home and coverage the costs of doctor's fee and travel costs up to PLN 500.00. This limit does not include the costs of additional diagnostic tests ordered by the doctor during such visit; or
- b) **medical consultations of the Insured at a medical facility** – organizing a single doctor's visit of the Insured at a medical facility designated by the PZU Emergency Center and covering the doctor's fee. At the Insured's request, PZU SA organizes his/her transport to the medical facility and covers its cost; PZU SA shall cover the costs of doctor's fee and transportation of the Insured up to PLN 500.00. This limit does not include the costs of additional diagnostic tests ordered by the doctor during such visit;
- c) **nurse's home care** – if the Insured's condition requires a nurse's house call, the PZU Emergency Center organizes and covers the cost of the nurse's commute to the Insured's home and her fees up to the total amount of PLN 500.00; this service includes the performance of medical procedures ordered by the attending physician.

5) **Organization and coverage of costs of rehabilitation assistance at the Insured's home in Poland after return from travel**

If due to an accident or sudden illness covered under PZU SA liability, PZU SA organized transport of the Insured to his/her home in Poland with relation to the said insurance accident, PZU SA ensures:

- a) **organization of the rehabilitation process** – if the attending physician of the Insured ordered rehabilitation procedures, PZU SA organizes and covers the cost of a physical therapist's visits (therapist's fee and costs of commute) at the Insured's home, or organizes and covers the costs of transporting the Insured to a rehabilitation outpatient clinic and the costs of rehabilitation procedures performed at that outpatient clinic; this benefit is provided up to the total amount of PLN 500.00 and the location where the procedures are performed is determined by the attending physician of the Insured;
- b) **delivery of small rehabilitation or medical equipment** – if the Insured, according to recommendations of the attending physician, should use certain rehabilitation or medical equipment at home, PZU SA organizes and covers the costs of an information service regarding the stores or rental stores offering rehabilitation equipment. PZU SA also organizes and covers the cost of transporting small rehabilitation equipment to the Insured's home; this benefit is provided up to the total amount of PLN 300.00 and the cost of renting or purchasing the equipment is covered by the Insured;
- c) **delivery of medication** – if the Insured, according to orders of the attending physician, has to stay home,

PZU SA shall organize and cover the costs of one-time delivery of the necessary medication prescribed by the doctor if they are available in Poland; if the Insured needs also OTC medication which is available at the same location as the prescription drugs, PZU SA shall deliver the OTC drugs indicated by the Insured; this service is performed up to the amount of PLN 300.00 and the costs of the drugs are covered by the Insured.

6) Post-trauma psychological assistance at the Insured's home in Poland after return from travel

If as the result of the accident covered by PZU SA liability the Insured suffers severe bodily injuries, or as the result of the accident in which the Insured participated the following occurs:

- a) death of the Insured's spouse, or
- b) death of the Insured's child, or
- c) death of the parents of the Insured or of the Insured's spouse,

and the Insured reports the need for psychological assistance, PZU SA organizes and covers the costs of the Insured's consultations with a psychologist, in a number recommended by the psychologist during the first such visit, up to the total amount of PLN 2 000.00. If as the result of the insurance accident covered by PZU SA liability the Insured dies, the spouse, children and parents of the Insured are entitled to the psychological assistance described above. PZU SA organizes and covers the costs of that person's consultations with a psychologist, in a number recommended by the psychologist during the first such visit, up to the total amount of PLN 2 000.00 per each such person.

7) Assistance in housekeeping for the Insured in Poland after return from travel

If due to an accident or sudden illness covered by PZU SA liability, PZU SA organized transport of the Insured to his/her home in Poland, and at the same time due to his/her health condition caused by the said insurance accident the Insured requires housekeeping assistance, PZU SA organizes and covers the costs of persons who provide housekeeping assistance (costs of commute and fees), up to the total amount of PLN 500.00. This service covers assistance at home – preparing meals, taking care of small purchases, keeping the home clean: dry and wet cleaning of the floors, wiping dust from furniture and windowsills, vacuuming carpets and carpeting, cleaning the bathroom, washing the dishes, cleaning the kitchen sink, cleaning the cooker, taking out the trash, watering flowers – all with the use of products and equipment provided by the Insured.

The costs of purchases made at the Insured's request are to be covered by the Insured.

8) Care for dogs and cats within the territory of Poland

If due to an accident or sudden illness covered by PZU SA liability PZU SA organized transport of the Insured to a hospital in Poland, and the hospitalization of the Insured lasts for at least 2 days, PZU SA organizes the transport of dogs or cats of the Insured to a person designated by him/her to care for the pets, or to an appropriate institution providing round-the-clock care for animals and covers the costs of such transport. This service is performed up to the amount of PLN 300.00.

9) Information services provided in the territory of Poland

a) Medical hotline and telephone consultations with the physician of the PZU Emergency Center

PZU SA provides access to medical hotline, which means a conversation with a physician of the PZU Emergency Center, who, within the scope of his/her ability, provides verbal information to the Insured regarding proceedings tied to medical care. This information does not cover issues of diagnosis and treatment.

b) Providing information before and during the travel

The PZU Emergency Center shall provide telephone information for the Insured, regarding:

- documents required for the entry and stay in a given country,
- characteristic features of the country to which the Insured travels,
- scope of medical assistance provided under the public healthcare system in the given Member State of the European Union to which a person covered by medical assistance is entitled.

c) Passing messages

If an unforeseen event, including an accident, illness, strike, delay or hijacking of an airplane cause a delay, or change the course of the Insured's travel, PZU Emergency Center at the Insured's request passes the necessary messages to persons indicated by the Insured, and provides assistance with changing hotel booking, airline or car rental company.

SUMS INSURED AND LIABILITY LIMITS

§ 27

1. Under the treatment costs insurance, the sum insured is determined in consultation with the Policyholder and depending on the territorial scope of coverage it amounts to:
 - 1) for zone I – from PLN 2 000.00 to PLN 160 000.00,
 - 2) for zone II – from PLN 20 000.00 to PLN 400 000.00,
 - 3) for zone III – from PLN 80 000.00 to PLN 800 000.00 subject to the restriction that in the case of travel to the USA the sum insured may not be lower than PLN 200 000.00.
2. Costs of treatment are covered up to the agreed sum insured subject to limits referred to in sections 4–6. Liability limits referred to in sections 4–6 are set within the sum insured.
3. Subject to provisions of sections 4–6, the sum insured is determined for a each single insurance accident occurring during the insurance period.
4. The liability limit for costs of dental treatment, referred to in § 25 section 1 item 4 in the case of sudden illness in the form of acute inflammation or pain, amounts to 10% of the sum insured, but not more than PLN 1 000.00 for all insurance accidents occurring during the insurance period.
5. The liability limit for costs of medical assistance provided with relation to pregnancy and childbirth, referred to in § 25 section 1 item 5 amounts to 10% of the sum insured, but not more than PLN 6 000.00 for all insurance accidents occurring during the insurance period. In the case of childbirth, under the above specified limit, medical assistance is provided to mother and child. The liability limit for costs of repair or purchase of prostheses, corrective glasses and auxiliary means, referred to in § 25 section 2 item 2 amounts to 10% of the sum insured, but not more than PLN 2 000.00 for all insurance accidents occurring during the insurance period.

§ 28

1. Under assistance insurance, the limits for individual assistance services are set per one insurance accident, understood as an event occurring during the insurance period and being the basis for providing the given assistance service.
2. Limits for the individual assistance services are determined separately from the sum insured set for treatment costs insurance.

EXCLUSIONS OF LIABILITY OF PZU SA

§ 29

1. PZU SA, subject to provisions of section 2, shall not be liable for costs incurred by the Insured without the approval of the PZU Emergency Center, unless contacting the PZU Emergency Center in the manner referred to in § 32 section 1 item 1 and section 2

was not possible for reasons independent of the Insured, in particular due to a fortuitous event or a force majeure.

2. Contact of the Insured with the PZU Emergency Center is not required if the Insured chooses the doctor and covers the costs of visit in the case of:
 - 1) a single visit to a dentist, for the purpose of treating an acute inflammation or pain limited to 1 tooth;
 - 2) a single outpatient consultation.

In the cases described in items 1 and 2, PZU SA refunds the treatment costs on the basis of receipts and proofs of their payment, and on the basis of medical documentation confirming the occurrence of insurance accident covered by PZU SA liability.

§ 30

If the Insured, due to the inability to contact the PZU Emergency Center referred to in § 29 section 1, organized and paid for the treatment and assistance services referred to in § 25 and 26, PZU SA shall refund the costs referred to above on the basis of submitted medical documentation which confirms the occurrence of insurance accident covered by PZU SA and on the basis of receipts and proofs of their payment, issued in the Insured's name. In case where the costs referred to above have not been covered by the Insured, the Insured is obliged to notify PZU SA, within the deadline referred to in § 32 section 2, of the need to cover these costs and to submit medical documentation confirming the occurrence of the insurance accident covered by PZU SA liability and receipts issued in the Insured's name which shall be the basis for payment for their issuers by PZU SA.

§ 31

1. The liability of PZU SA does not include costs of treatment which arose due to, or in consequence of:
 - 1) treatment which exceeded the scope necessary to restore the Insured's health condition to a state enabling his/her return or transport home or to a medical facility in the country of permanent residence, country or residence or during continuation of travel;
 - 2) driving a motor vehicle by the Insured:
 - a) if the Insured did not have the license to drive the given vehicle,
 - b) in a state of drunkenness, or in a state post-alcohol intake or intoxication with drugs, psychotropic substances or substitute substances, according to the regulations on preventing drug addiction, unless that had no influence on the occurrence of the insurance accident;
 - 3) being in a state of drunkenness, or in a state post-alcohol intake or intoxication with drugs, psychotropic substances or substitute substances, according to the regulations on preventing drug addiction, unless that had no influence on the occurrence of insurance accident,
 - 4) treatment not tied to sudden illness or accident,
 - 5) treatment of chronic diseases;
 - 6) treatment of diseases which had been the reason for hospitalization during the period of 12 months preceding the conclusion of insurance contract,
 - 7) treatment of aggravation or complications of:
 - a) chronic diseases,
 - b) diseases which had been the reason for hospitalization during the period of 12 months preceding the conclusion of insurance contract,
 - c) same-day surgery procedure performed within 30 days preceding the conclusion of insurance contract, unless the PZU SA liability was extended to include this scope for the payment of additional premium;
 - 8) mental and behavioral disorders, including neuroses;
 - 9) treatment of sexually transmitted diseases, AIDS, treatment of conditions tied to HIV carrier state;
 - 10) diseases resulting from alcoholism;
 - 11) sanatorium treatment, preventive treatment, heliotherapy and procedures performed for esthetic reasons;

- 12) physical therapy and rehabilitation, subject to provisions of § 26 item 5 sub-item a;
 - 13) self-treatment or treatment by a doctor who is a member of the Insured's immediate family, tests and medical services that are not performed by the hospital, a doctor or a nurse;
 - 14) tests that are not necessary to diagnose or treat the disease, preventive tests and vaccinations;
 - 15) termination of pregnancy, artificial insemination or any other treatment of infertility or reduced fertility, including costs of contraceptives and pregnancy tests;
 - 16) accidents or disturbances of health caused intentionally by the Insured, including consequences of suicide or attempted suicide, or self-mutilation of the Insured;
 - 17) accidents resulting from the Insured's participation in offences or fights, with the exception of acting in necessary self-defense;
 - 18) accidents resulting from the practice of high-risk sports, unless the liability of PZU SA was extended to include this scope for the payment of additional premium;
 - 19) accidents resulting from recreational skiing or snowboarding on marked trails, unless the liability of PZU SA was extended to include this scope for the payment of additional premium;
 - 20) accidents resulting from the competitive practice of sports, unless the liability of PZU SA was extended to include this scope for the payment of additional premium;
 - 21) performance of manual labor by the Insured, unless the liability of PZU SA was extended to include this scope for the payment of additional premium;
 - 22) an epidemics of which the authorities of the country of destination informed in mass media;
 - 23) natural disasters;
 - 24) catastrophes which led to nuclear or chemical contamination, radioactive or ionizing radiation;
 - 25) acts of terrorism, warfare, martial law or state of emergency present or possible to be present within the territories of states located in regions of the world threatened with such actions, unless the liability of PZU SA was extended to include this scope for the payment of additional premium;
 - 26) participation of the Insured in strikes, riots, disturbances, protest actions, road blockades or sabotage;
 - 27) non-adherence to recommendations of the attending physician and the doctors of the PZU Emergency Center;
 - 28) above-standard additional medical care.
2. The liability of PZU SA does not include assistance services if the event being the basis for organization of such service arose with relation to or in consequence of circumstances referred to in section 1 above, subject to the stipulation that in the cases referred to in section 1, items 7, 18–21 and 25, the liability of PZU SA may be extended accordingly for the payment of additional premium.
 3. PZU SA reserves the right to refer the Insured to a medical facility that it selects for the purpose of diagnostics.
 4. The state of intoxication, or state after the use of drugs, intoxicants, psychotropic substances or substitute substances, according to the regulations on preventing drug addiction, as well as the authorization of the driver to drive the vehicle are evaluated on the basis of the law of the state in which the event occurred.
 5. The liability of PZU SA does not cover compensation for endured pain, physical and moral suffering; nor for damages including the loss, damage to or destruction of an object.

PROCEDURE IN THE EVENT OF AN INSURANCE ACCIDENT

§ 32

1. In case of an insurance accident the Insured or the person acting on his/her behalf are obliged to:
 - 1) before undertaking any actions on his/her own – immediately report by phone the request for assistance to the PZU Emergency Center;

- 2) explain in detail to the employee of the PZU Emergency Center the circumstances of the Insured's current situation and details of requested assistance; state the first and last name of the Insured or other information required for identification, as well as all information necessary to provide that assistance; in the case of group insurance, provide also the first name and family name or company name of the Policyholder;
 - 3) provide a telephone number at which the PZU Emergency Center can contact the Insured or his/her representative;
 - 4) enable the doctors of the PZU Emergency Center access to all medical information;
 - 5) follow the recommendations of the PZU Emergency Center, providing information and the necessary powers of attorney;
 - 6) enable the PZU Emergency Center to perform actions necessary to establish circumstances of the loss, the justification for and amount of the claim, and to provide the required assistance and explanations.
2. If the Insured or the person acting on his/her behalf were not able to contact the PZU Emergency Center in the manner described in section 1 for reasons beyond his/her control, including due to a fortuitous event or a force majeure, he/she shall be obliged to notify of the insurance accident within 7 days from the date on which contacting PZU Emergency Center became possible. The Policyholder or the person acting on his/her behalf is obliged to state the reason for inability to contact PZU Emergency Center.
 3. In cases in which, pursuant to the General Conditions, PZU SA is obliged to refund the incurred costs of treatment or assistance services, PZU SA refunds such costs:
 - 1) in the case of insurance of treatment costs – up to the amount of actually incurred costs, but not exceeding the sum insured, subject to limits referred to in § 27 sections 4–6;
 - 2) in the case of assistance insurance – up to the amount of actually incurred costs, but not more than up to the amount of liability limit set for the given assistance service, and if such limit was not defined – up to the amount corresponding to the average price of performing such service.
 4. The costs referred to in section 3, incurred by the Insured or by another person at the request of the Insured are refunded to the Insured. In all other cases these costs are refunded to the person who incurred them.
 5. The basis for consideration of the submitted claim is the delivery of documentation necessary to establish justification for the claim and the amount of benefit: medical documentation, documents referring to other costs covered by insurance, and if the costs were covered by the Insured – presentation of receipts and proofs of their payment.
 6. If the obligation to notify of the insurance accident within the deadline referred to in section 2 is breached intentionally or through gross negligence, PZU SA may reduce the indemnity accordingly, if the breach contributed to increase of the loss or made it impossible for PZU SA to establish the circumstances and consequences of the accident. The consequences of not notifying PZU SA of the accident shall not occur if PZU SA, within the time referred to in section 2, received information of circumstances that should have been communicated to it.

CHAPTER III

CLOSING PROVISIONS

§ 33

1. The Policyholder, the Insured, the beneficiary and the person entitled under the insurance contract have the right to file a written complaint or grievance on the performance of the insurance contract by PZU SA. The complaint or grievance should be addressed to the organizational unit supervising the unit to whose operations this complaint or grievance applies. The complaint or grievance should be filed in written form, through the entity to whose operations it applies.
2. PZU SA replies to the complaint or grievance in writing, within 30 days of the date of receiving such complaint or grievance.
3. Irrespective of the rights referred to in sections 1 and 2, the Policyholder, the Insured, the beneficiary and the entitled under the insurance contract have the right to file a written complaint to the Polish Insurance Ombudsman.
4. An action for claims resulting from the insurance contract may be instituted on the basis of general provisions, or at the court appropriate for the place of residence or business of the Policyholder, the Insured, the beneficiary or the person entitled under the insurance contract.
5. These general terms and conditions for insurance shall apply to all insurance contracts concluded starting from 1 June 2013.