

General Terms and Conditions of
Travel World Insurance

effective from December 9, 2019 code:
OWU/11/154850/2019/M

Index prepared in accordance with the Regulation of the Minister of Finance of December 16, 2015 (Journal of Laws of 2015, item 2189) on the information included in contract templates used by the insurance company

Item	Type of information	Provision number according to the contract template
1	Preconditions whose occurrence obligates the insurance company to the payment of benefits / compensation.	§1 of GTC, §6 of GTC, §14 of GTC, §15 of GTC, §16 of GTC, §17 of GTC, §21 of GTC, §25 of GTC, §29 of GTC, §32 of GTC, §36 of GTC, §41 of GTC, §46 of GTC
2	Any limitations and exclusions of liability of the insurance company giving right to refuse the payment of compensation and other benefits or their reduction.	§1 GTC, §6 GTC, § 7 GTC, §18 GTC, §22 GTC, §26 GTC, §30 GTC, §33 GTC, §37 GTC, §42 GTC, §47 GTC

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General Terms and Conditions of Travel World Insurance

approved by the Resolution of the Management Board of Towarzystwo Ubezpieczeń Europa S.A. No. 04/11/19 of November 13, 2019 code: OWU/11/154850/2019/M

Chapter I. Common provisions concerning all insurance policies

§ 1. General provisions

- Under these **General Terms and Conditions of Travel World Insurance** hereinafter referred to as the "GTC", Towarzystwo Ubezpieczeń Europa Spółka Akcyjna, with its registered office in Wrocław, hereinafter referred to as **TU Europa S.A.**, concludes insurance contracts with the policyholders.
- The insurance contract may be concluded in the **Standard, Standard Plus, VIP or The Best** variants and it may include:

 **Table No. 1 – Travel World Insurance (scope)**

Insurance coverage	Sum insured			
	Standard variant	Standard Plus variant	VIP variant	The Best variant
 Insurance of medical expenses and costs of search and rescue and transport (KL)	Mini option: EUR 15,000 Max option: EUR 30,000	EUR 40,000	EUR 100,000	EUR 300,000
Hospitalization costs	Up to the amount of the sum insured under the KL policy			
Outpatient treatment costs during foreign travel to countries other than the USA, Canada, Japan and Australia	Up to the amount of the sum insured under the KL policy			
Outpatient treatment costs during stay in the USA, Canada, Japan and Australia	EUR 2,000	EUR 2,000	Up to the amount of the sum insured under the KL policy	Up to the amount of the sum insured under the KL policy
Costs of preterm labor	Up to the amount of the sum insured under the KL policy			
Dental treatment	EUR 300			
Decompression chamber	Up to the amount of the sum insured under the KL policy			
Costs of rescue action	EUR 5,000	EUR 5,000	EUR 7,000	EUR 10,000
Organization and coverage of the costs of transport of the insured person from the accident site or lodging to an outpatient clinic or hospital	Up to the amount of the sum insured under the KL policy	Up to the amount of the sum insured under the KL policy	Up to the amount of the sum insured under the KL policy	Up to the amount of the sum insured under the KL policy
Organization and coverage of the costs of transport of the insured person between medical facilities	Up to the amount of the sum insured under the KL policy	Up to the amount of the sum insured under the KL policy	Up to the amount of the sum insured under the KL policy	Up to the amount of the sum insured under the KL policy
Organization and coverage of the costs of transport of the insured person to the lodging during foreign travel	Up to the amount of the sum insured under the KL policy	Up to the amount of the sum insured under the KL policy	Up to the amount of the sum insured under the KL policy	Up to the amount of the sum insured under the KL policy
Organization and coverage of the costs of transport of the insured person's remains to the place of burial in Poland or burial of the insured person in the place of foreign travel	Up to the amount of the sum insured under the KL policy	Up to the amount of the sum insured under the KL policy	Up to the amount of the sum insured under the KL policy	Up to the amount of the sum insured under the KL policy
Organization and coverage of the costs of return transport of the insured person to Poland or to a medical facility in Poland	Up to the amount of the sum insured under the KL policy	Up to the amount of the sum insured under the KL policy	Up to the amount of the sum insured under the KL policy	Up to the amount of the sum insured under the KL policy



Insurance of travel assistance (A)

24-h operation of the Emergency Call Center	Up to the amount of the sum insured under the KL policy			
Organization of medical care	Up to the amount of the sum insured under the KL policy			
Providing a guarantee of coverage of outpatient treatment and/or hospitalization costs	Up to the amount of the sum insured under the KL policy			
Language assistant	Up to the amount of the sum insured under the KL policy			
Coverage extension in emergencies by 48 h	yes			
Organization and coverage of the travel costs of the traveling companion	EUR 1,000			
Organization and coverage of the costs of accommodation and board of the traveling companion	7 days, up to EUR 100 a day			
Organization and coverage of the costs of the visit of the person summoned as a companion	EUR 2,000			
Organization of medication supply	yes			
Providing information about law firms and translators	yes			
Organization and coverage of additional accommodation and board costs abroad for the purpose of recovery	7 days, up to EUR 100 a day			
Organization and coverage of the costs of transport after medical treatment is completed	EUR 500			
Organization and coverage of substitute driver costs	not applicable	EUR 500	EUR 500	EUR 500
Providing assistance with the recovery and reshipping of luggage	not applicable	yes	yes	yes
Organization and coverage of the costs of the discontinuation of foreign travel	not applicable	EUR 1,200	EUR 1,200	EUR 1,200
Organization and coverage of the costs of transport of minors	not applicable	EUR 2,500	EUR 2,500	EUR 2,500
Acting as an intermediary in the submission of bail	not applicable	not applicable	yes	yes
Organization and coverage of the costs of transport of the insured person's close relatives	not applicable	not applicable	2 500 EUR	2 500 EUR
Coverage of the necessary and reasonable costs related to flight delay	not applicable	not applicable	200 EUR	200 EUR



Accident insurance

EUR 3,000 EUR 5,000 EUR 10,000 EUR 10,000

Health impairment	EUR 3,000	EUR 5,000	EUR 10,000	EUR 10,000
Death of the insured person	EUR 1,800	EUR 3,000	EUR 6,000	EUR 6,000



Luggage insurance, including sports equipment

EUR 300 EUR 500 EUR 1,000 EUR 1,000



Insurance of the delayed delivery of luggage

not applicable EUR 150 EUR 150 EUR 150



Third party liability insurance

not applicable EUR 50,000 EUR 100,000 EUR 100,000

Damage to property	not applicable	20% of the sum insured		
Personal damage	not applicable	100% of the sum insured		



Consequences of chronic diseases

YES YES YES YES

Insurance of medical expenses, costs of search and rescue and transport, travel assistance, accidents.



Coverage for persons under influence of alcohol

YES YES YES YES

Insurance of medical expenses, costs of search and rescue and transport, travel assistance, accidents, medical treatment after returning home from foreign travel.

		YES	YES	YES	YES
	Specialist tourism		Insurance of medical expenses and costs of search and rescue and transport, travel assistance, accidents, third party liability, medical treatment after returning home from foreign travel.		
	Practicing high-risk sports	after paying an extra premium	after paying an extra premium	after paying an extra premium	YES

Table No. 1a - Travel World additional insurance (scope)

	Standard variant	Standard Plus variant	VIP variant	The Best variant
	Practicing high-risk sports	after paying an extra premium	after paying an extra premium	after paying an extra premium TAK
		Insurance of medical expenses and costs of search and rescue and transport, travel assistance, accidents, third party liability, medical treatment after returning home from foreign travel.		
	Practicing extreme sports	after paying an extra premium	after paying an extra premium	after paying an extra premium
		Insurance of medical expenses and costs of search and rescue and transport, travel assistance, accidents, third party liability, medical treatment after returning home from foreign travel.		
	Practicing competitive sports	after paying an extra premium	after paying an extra premium	after paying an extra premium
		Insurance of medical expenses and costs of search and rescue and transport, travel assistance, accidents, third party liability, medical treatment after returning home from foreign travel.		
	Performing dangerous manual labor	after paying an extra premium	after paying an extra premium	after paying an extra premium
		Insurance of medical expenses, costs of search and rescue and transport, travel assistance, accidents, medical treatment after returning home from foreign travel.		
	Bezpieczna Walizka (Safe Suitcase) insurance		EUR 150 after paying an extra premium	
	Car Assistance insurance		EUR 3,000 after paying an extra premium	
	Insurance of medical treatment after returning home from foreign travel		PLN 10,000 after paying an extra premium	

3. Insurance contract may be concluded for:

- 1) single foreign travel where the insurance period may be minimum 1 day and maximum 1 year,
- 2) multiple foreign travels as **long-term Travel World insurance** where insurance period may be: 90 days, 180 days or 365 days.

The coverage shall include all foreign travels within the insurance period, but one foreign travel may not be longer than 45 days.

The **long-term Travel World insurance** may be concluded as **Standard** variant in **Max** option, **Standard Plus** variant or **VIP** variant.



If you choose the insurance option in the long-term variant,
remember that the coverage for one foreign travel will not be longer than 45 days.

4. The GTC shall also apply to the conclusion of insurance contracts using means of distance communication and in accordance with the regulations on the provision of services by electronic means.

§ 2. Definitions

Under these GTC, the terms used herein shall have the following meaning:

- 1) **rescue action** – actions taken to prevent or mitigate consequences of fortuitous events;
- 2) **luggage** – items owned by the insured person, remaining in the insured person's possession during the travel;
- 3) **Emergency Call Center** – organizational unit executing, on behalf of the TU Europa S.A., insurance benefits intended for the insured person;



Remember to always keep the phone number of the Emergency Call Center with you. If you do that, you will be able to contact the Emergency Call Center quickly in the event of a disease or accident and obtain help. The number of the Emergency Call Center is provided on the policy.

- 4) **chronic disease** – any diseases having one or more of the following characteristics: they are permanent, leave residual disability, are caused by nonreversible pathological alteration, require special rehabilitation or may be expected to require a long period of supervision, observation or care;
- 5) **mental illness** – disease classified in the ICD-10 International Statistical Classification of Diseases and Related Health Problems as mental and behavioral disorders (ICD code: F00–F99) and also depression and neurosis;
- 6) **excursion** – organized outing aimed at pursuing sports, research or leisure activities;
- 7) **costs of search and rescue** – costs of search and rescue operations conducted by dedicated emergency services, providing emergency medical care at the accident site or transport from the accident site to the nearest healthcare facility, as required by health condition, using special means of transport, in particular: sled, helicopter, toboggan or motorboat;
- 8) **burglary** – taking of property after removal of existing security measures by means of physical force or tools leaving traces, by means of a forged key or a master key or by means of the genuine key acquired by the perpetrator as a result of breaking into other premises or robbery;
- 9) **country of residence** – country of permanent residence of the insured person;
- 10) **outpatient treatment** – provision of medical assistance in an outpatient clinic, hospital or another medical facility for maximum 24 hours, involving qualified medical and nursing staff providing medical diagnostic and treatment services;
- 11) **preventive dental treatment** – treatment of tooth decay, necrosis, root canal treatment, replacement of damaged fillings, treatment of gum diseases, periodontal disease, tartar removal;
- 12) **hospitalization** – treatment in an inpatient clinic lasting for at least 24 hours, involving qualified medical and nursing staff providing 24-h diagnostic and treatment services for the sick;
- 13) **sudden illness** – sudden acute condition, independent of the insured person's will, threatening the health or life of the insured person, requiring immediate medical care, making it necessary to undergo treatment;
- 14) **consequence of a chronic disease** – sudden, acute flare-up of chronic disease, including cancer, requiring immediate medical care, making it necessary to undergo treatment;



The Travel World insurance provides coverage also if you are treated for chronic diseases, e.g. diabetes, high blood pressure, asthma or epilepsy.

- 15) **accident** – sudden event beyond the insured person's will resulting from an external cause, independent of any disease, being a direct and sole cause of the occurrence of the insured event;
- 16) **close relative** – spouse, partner, children, siblings, parents, grandparents, parents-in-law, grandchildren, son-in-law, daughter-in-law, stepfather, stepmother, stepson, stepdaughter;
- 17) **traveling companion** – person traveling with the insured person and indicated by the insured person to accompany the insured person during treatment or transport recommended by the physician in charge of treatment during foreign travel in order to bring the insured person back to the country;
- 18) **person summoned as a companion** – person other than the traveling companion, indicated by the insured person or by the Emergency Call Center, who comes to accompany the insured person during treatment or transport if there is no traveling companion or if the medical condition of the traveling companion prevents the companion from accompanying the insured person during treatment or transport;
- 19) **travel** – stay of the insured person outside of the place of permanent residence for the purpose of foreign travel;
- 20) **foreign travel:**
 - a) stay of the insured person outside of Poland,
 - b) if the insured person's country of residence is not Poland, the foreign travel shall be deemed to mean leaving the country of residence, subject to item a);



Remember that the insurance of medical expenses and costs of search and rescue and transport and insurance of travel assistance become effective after you leave Poland. If your permanent place of residence is not located in Poland, insurance will become effective after you leave your country of residence.

- 21) **robbery** – taking of property by physical violence or threat of immediate physical violence against the insured person or close relative, including rendering the insured person unconscious or helpless;
- 22) **extreme sports** – sports that require extraordinary skills, courage and high-risk actions in order to be practiced safely: air sports, mountain biking, motor sports, mountain climbing, rock climbing, crag climbing, caving, ski jumping, mogul skiing, aerial skiing and sports involving vehicles moving over snow or ice, sailing more than 20 nautical miles away from shore as crew, bungee jumping, backpacking at more than 3000 m a.s.l.; it also includes professional practice of sports and participation in trips to places with extreme climatic or natural conditions or in excursions;
- 23) **air sports** – hang gliding, hot air ballooning, parachuting, paragliding, powered hang gliding and any of their varieties, including sports related to traveling through airspace;
- 24) **high-risk sports** – skiing, snowboarding, including participation in ski and snowboard camps by children and young people not older than 18, horse riding, polo, hunting, scuba diving to a depth of 30 meters, rafting or other water sports performed in mountain rivers, martial arts and all kinds of defensive sports, quad riding, kiteboarding, windsurfing, surfing, water skiing and jet skiing, paintball;



If you plan on active leisure during your travel, e.g. skiing or snowboarding, remember to extend your insurance policy by adding the practice of high-risk sports. This will enable coverage of medical expenses or disbursement of insurance benefit if something happens to you when you practice these sports. The definition includes sports regarded as high-risk sports.

25) **sports equipment** – equipment necessary to perform specialist tourism and amateur practicing of high-risk sports and extreme sports;

26) **influence of alcohol** – condition where the blood alcohol concentration of the insured person exceeds 0.5 per mil or causes that the blood alcohol concentration is going to exceed this value or the alcohol content in one dm³ of exhaled air exceeds 0.25 mg or causes that the alcohol content in one dm³ of exhaled air is going to exceed this value;

27) **permanent health impairment** – bodily injury of the insured person caused by an accident covered by the insurance, where permanent bodily injury shall mean the permanent loss of the structure or function of an organ or limb, determined in accordance with the table included in the Annex to the Ordinance of the Minister of Labor and Social Policy of December 18, 2002 on the specific rules for the assessment of permanent or long-term health impairment, procedure for the determination of such impairment and procedure for the payment of a one-off benefit;

28) **specialist tourism** – leisure combined with recreation and amateur sports in order to improve fitness or health and see tourist attractions, practiced on designated trails, routes or water bodies, individually or in informal or organized groups, including participation in sports camps by children and young people not older than 18 (excluding ski and snowboard camps) requiring the ability to use sports equipment; specialist tourism includes the following: biking, skating, sailing, kayaking and water biking, camel riding, participation in a jeep safari, fishing, mountain hiking at up to 3,000 m a.s.l. without using climbing equipment, safety equipment or protective equipment, sailing up to 20 nautical miles from the shore as crew;

29) **policyholder** – natural person, legal person or unincorporated entity concluding an insurance contract with TU Europa S.A. under the terms and conditions specified in the GTC, obliged to pay the premium;

30) **insured person** – person with insurance coverage under the terms specified in the GTC;



If the policyholder purchases the insurance for himself/herself, the policyholder is both the policyholder (owner of the policy) and insured person (person covered by insurance). If the policyholder purchases the policy for someone else e.g. his/her child or friend, they are the insured persons.

31) **entitled person** – person entitled to receive the insurance benefit in the event of the insured person's death, specified by name by the insured person; if the entitled person is not specified or if the entitled person is dead on the date of death of the insured person or if the entitled person has lost the right to the insurance benefit, the insurance benefit shall be due to the members of the insured person's family in the following order:

- spouse,
- if there is no spouse, the benefit is apportioned equally to children,
- if there are no spouse and children, the benefit is apportioned equally to parents,
- if there are no spouse and children and parents, the benefit is apportioned equally to siblings,
- if there are no persons mentioned above, statutory heirs are the ones entitled;

32) **depreciation** – measure of the loss of value of the insured person's luggage resulting from the fatigue life, durability of the applied materials and method of use;

33) **practicing competitive sport** – practicing sports involving regular training and participation in competitions, sporting events, boot camps and training camps in order to attain maximum athletic performance by way of sports competition;

34) **performing dangerous manual labor** – performance of any activities and actions in the form of employment or earning profit that increase the risk of an accident, as well as not-for-profit activities increasing the risk of the accident; dangerous manual labor shall be deemed to include the following:

- activities and actions involving dangerous tools, e.g.: hammer drills, power saws, jackhammers, power grinders and chainsaws, machine tools, cranes and working machinery, road machinery,
- actions using paints, varnishes, liquid fuels and solvents, industrial gases and exhaust gases, hot industrial oils or industrial fluids,
- actions and activities at a height,
- underground actions and activities,
- underwater actions and activities;

35) **fortuitous event** – fire, torrential rain, flood, lightning strike, hurricane, land slide, explosion, aircraft crash, flooding, hail, frost.

§ 3. Insurancecontract

- The insurance contract shall be concluded upon request of the policyholder.
- The insurance contract shall be deemed to be concluded upon the acceptance of the offer by the policyholder.
- The policyholder may conclude the insurance contract for the benefit of another person, including in the form of group insurance contract. In such a case the policyholder is obligated to deliver the GTC to such person or persons prior to taking up the insurance.

§ 4. Insurancepremium

- The insurance premium shall be paid by the policyholder.

2. The amount of the insurance premium shall be determined depending on: the scope of insurance, insurance variant and option, insurance period duration, number and age of the insured persons.
3. The premium should be paid simultaneously with the conclusion of the insurance contract unless the parties agree otherwise.
4. The premium shall be specified in EUR and collected in PLN in accordance with the average exchange rate of the National Bank of Poland (NBP) applicable at the end of the day preceding the conclusion date of the insurance contract, except for Bezpieczna Walizka (Safe Suitcase) insurance where the premium shall be specified and collected in PLN.
5. If the policyholder pays the premium:
 - 1) in cash, the date of payment of the premium shall be deemed to be the time of payment to an authorized representative of TU Europa S.A.,
 - 2) by bank transfer, the date of payment of the premium shall be deemed to be the day when the payment was credited on the bank account,
 - 3) by payment card, the date of payment of the premium shall be deemed to be the day when the bank of the policyholder authorized the payment.
6. TU Europa S.A. shall reduce the premium for children and young people up to 25 years old, organized groups, tours and conclusion of the insurance contract hereunder combined with other insurance policies offered by TU Europa S.A.

§ 5. Insurance period, coverage period

 The insurance will cover you in the period you choose upon the insurance purchase. It will be indicated in the policy.

1. The insurance period shall be indicated in the insurance contract.
2. The coverage period, considering sections 3-6, shall begin from the starting date of the insurance period, but in any case not sooner than upon payment of the insurance premium, unless agreed otherwise
3. The coverage period concerning:
 - 1) insurance of medical expenses and costs of search and rescue and transport,
 - 2) insurance of travel assistance,
 - 3) insurance of the delayed delivery of luggage,
 - 4) third party liability insurance,
 - 5) Car Assistance insurance,
 shall start no sooner than when the border of Poland and/or the country of residence is crossed upon departure, and it shall end when the border of Poland and/or the country of residence is crossed upon return, but in any case not later than midnight of the last day of the insurance period indicated in the contract as the end date of the insurance period.
4. The coverage period concerning:
 - 1) accident insurance,
 - 2) luggage insurance,
 - 3) Bezpieczna Walizka (Safe Suitcase) insurance,
 shall start no sooner than the commencement of travel, and it shall end when the travel is over, but in any case not later than midnight of the last day of the insurance period indicated in the contract as the end date of the insurance period.
5. The coverage period concerning:
 - 1) insurance of medical treatment after returning home from foreign travel,
 shall start no sooner than when the border of Poland and/or the country of residence is crossed upon departure,
6. If the insurance contract is concluded for the benefit of an insured person staying outside of Poland, the coverage period shall start upon the lapse of 2 days (waiting period) from the day following the conclusion of the insurance contract and payment of the premium – the premium shall be calculated only for the period of the provided insurance coverage.

 If on the date of policy purchase you are outside of the country, the insurance shall become effective after 2 days counting from the day following the purchase of the insurance.

 **Example:** If on January 10 you are outside of Poland and you purchase the insurance on that day, you shall be provided with coverage from January 13.

7. In **long-term Travel World insurance**, the coverage period for one foreign travel shall be no longer than 45 days. If the foreign travel is longer than 45 days, the coverage period shall expire no later than at midnight on the 45th day of the foreign travel.
8. In any case the coverage period shall expire:
 - upon exhaustion of the sum insured,
 - 1) upon withdrawal from the insurance contract by the policyholder,
 - 2) upon the death of the insured person,
 - 3) respectively, in accordance with the Unexpected War or Act of Terrorism Clause,
 - 4) depending on which of the aforementioned events occurs first.

 Remember that in the situations listed above the insurance ends earlier than on the day specified in the policy.

§ 6. Sum insured

1. The sum insured shall be the upper liability limit of TU Europa S.A.
2. The sum insured is fixed and shall not be subject to change during the insurance period, with the reservation that upon the payment of the insurance benefit, the sum insured shall be reduced each time by the amount of the provided insurance benefit.

 If something happens to you, and we pay you the money under the insurance, then, for the next claim under the same insurance, we reduce the sum insured by such payments.

3. In accident insurance, the maximum sum insured shall be paid upon 100% health impairment; in the event of partial health impairment, the percentage of the sum insured to be paid out shall be equal to the percentage of permanent health impairment. The amount of the insurance benefit in the event of death of the insured person shall be 60% of the sum insured.
4. The sums insured and liability limits in the individual insurance variants are presented in Table No. 1.

§ 7. Exclusions of liability common to all risks

1. TU Europa S.A. shall not be liable, if the insured event occurs as a result of or in connection with the following:
 - 1) the insured person being under the influence of narcotics, psychoactive drugs or drug substitutes within the meaning of the regulations on combating drug addiction or under the influence of medications or other substances that diminish consciousness, excluding the situations where the ingestion of such substances was due to medical reasons and was instructed by a physician,
 - 2) acts of war, riots, unrest, martial law, acts of terrorism or sabotage, participation of the insured person in illegal strike, subject to section 3,
 - 3) nuclear explosion or irradiation,
 - 4) failure to comply with the instructions of the physician or undergoing medical treatments without medical supervision or supervision by licensed persons, excluding the provision of first aid to the insured person following an accident,
 - 5) attempt to commit a crime or committing a crime by the insured person,
 - 6) suicide attempt, suicide, intentionally self-inflicted injuries or injuries inflicted upon the request of the insured person,
 - 7) the insured driving a mechanical vehicle without the required license,
 - 8) the insured person driving a mechanical vehicle while being under the influence of alcohol,
 - 9) the insured person participating in a flight as a pilot, crew member or passenger on a plane not belonging to licensed airlines,
 - 10) mental illness of the insured person,
 - 11) alcoholism of the insured person,unless this has no impact on the occurrence of the insured event.
2. TU Europe S.A. shall not be liable if the insured event was caused by another event occurring within 24 months preceding the insurance contract conclusion date, and there is a direct and adequate causal relationship between this event and the insured event.
3. **Unexpected War or Act of Terrorism Clause:** TU Europa S.A. shall be liable if during foreign travel the insured person is unexpectedly affected by acts of war, acts of terrorism or civil war; however, if during foreign travel the insured person is unexpectedly affected by the acts of war, it is obliged to leave the area of acts of war. TU Europa S.A. shall not be liable if the foreign travel takes place to a country where acts of war are already ongoing or when the insured person is actively involved in the war, acts of terrorism or civil war, or he/she works as a war correspondent during these events.
4. The liability of TU Europa S.A. shall not cover the compensation for suffered pain, physical suffering and moral suffering.

§ 8. Procedure to receive the insurance benefits common to all risks

 Make sure to read this paragraph. If something happens to you, you will know how to proceed to enable us to provide assistance to you or pay you the money under the insurance.

1. In the case of:
 - 1) sudden illness or accident – call the Emergency Call Center as soon as possible, but no later than within 72 hours following the event,
 - 2) an event under the insurance of: luggage, delayed delivery of luggage, Bezpieczna Walizka (Safe Suitcase), third party liability – notify the Emergency Call Center by e-mail, phone or traditional mail no later than within 7 days following the event,
 - 3) an event under the Car Assistance insurance – call the Emergency Call Center as soon as possible, but no later than within 24 hours following the event.While notifying the claim, provide information which is necessary to organize assistance and pay an insurance benefit. Follow the recommendations of the Emergency Call Center and enable the Center to perform activities necessary for determining the circumstances of the event. The number of the Emergency Call Center is provided on the policy.
2. The claimant shall provide the documents requested by TU Europa S.A. in relation to the considered claim that are required by TU Europa S.A. to conduct the procedure for the determination of the legitimacy of the claim or the amount of the insurance benefit, if the claimant has such documents or can obtain them in accordance with the applicable law.

3. If TU Europa S.A. does not receive all of the documents required to establish the legitimacy of the claim or the amount of the insurance benefit, the claimant shall provide information to TU Europa S.A. about the place and date of the insured event and the name and address of the authority or institution that has or might have these documents.
4. TU Europa S.A. may demand that the insured person undergo a medical examination at the expense of TU Europa S.A. in order to confirm that the insurance claim is legitimate.
5. Providing false or incomplete information by the claimant requesting the payment of the insurance benefit or by the entitled person may be grounds for the refusal to pay the insurance benefit, provided that this affected the determination of the circumstances of the insured event or the liability of TU Europa S.A.

§ 9. General principles for the payment of the insurance benefit

1. Within 7 days of the day of receipt of the notice on the insurance event occurrence, TU Europa S.A. shall inform the policyholder or insured person about its receipt, unless they are the persons who make the notice, and it shall conduct proceedings concerning the determination of the circumstances of the event, the legitimacy of the reported claims and the amount of the insurance benefit, as well as inform the claimant in writing or in another manner consented to by the said claimant, as to which documents are necessary to determine the liability of TU Europa S.A. or the amount of the insurance benefit, provided that this is indispensable for the further conduct of the proceedings.
2. The insured person shall be entitled to insurance benefits in the amount arising from the concluded insurance contract.
3. The insurance benefit shall be paid within 30 days of the date of TU Europa S.A. receiving the notice on the insured event.
4. Should TU Europa S.A. fail to pay the insurance benefit within the time limit specified in section 3, it shall inform the claimant in writing about the reasons for the inability to satisfy his/her claims in whole or in part, as well as pay the undisputed part of the insurance benefit.
5. If the insurance benefit is not due or is due in an amount other than specified in the notified claim, TU Europa S.A. shall inform the claimant about it in writing, indicating the circumstances and legal basis justifying the refusal to pay the insurance benefit in whole or in part.
6. Absence of complete documentation required to pay the insurance benefit, preventing the determination of the right to receive the insurance benefit or the amount of the insurance benefit shall be grounds for refusal to pay the insurance benefit until the missing documentation is provided.
7. The insurance benefit shall be paid in PLN, and it shall be an equivalent of the amounts in foreign currencies converted to PLN in accordance with the average exchange rate of the National Bank of Poland (NBP) applicable on the date of issue of the decision on the payment of the insurance benefit, within the limit of the sum insured.

i If, for reasons beyond your control, you are unable to report the claim to the Emergency Call Center, make sure to collect the documentation, e.g. original versions of bills and invoices, so that we can refund the costs on their basis.

8. The insured person shall provide assistance to TU Europa S.A. in the pursuit of claims for damages against the persons responsible for the damage by providing necessary information and documents.

i If the damage was caused by a third party, you are obliged to provide us with all information about the party causing the event or about the persons responsible for the event if you have such information.

9. If the insured person waives his/her rights to which he/she is entitled due to the damage caused without the consent of TU Europa S.A., TU Europa S.A. may refuse to pay the insurance benefit, accordingly in part or in whole, or it may demand the refund of the insurance benefit..

§ 10. Complaints

1. The policyholder, insured person, entitled person shall have the right to lodge a complaint including reservations concerning the services provided by TU Europa S.A. to TU Europa S.A. Complaint Handling Department:
 - 1) in hard copy in person at the head office of TU Europa S.A. or at any of TU Europa S.A. customer service units or by mail to the TU Europa S.A. head office address,
 - 2) orally – by telephone at TU Europa S.A. hotline number 801 500 300 or in person using the complaint form available at TU Europa S.A. head office or any of TU Europa S.A. customer service units,
 - 3) in electronic form using the application available on the website: www.tueuropa.pl in the tab Centrum Obsługi Klienta (Customer Service Center).
2. Up-to-date contact details of TU Europa S.A. are available on the website www.tueuropa.pl.
3. The person referred to in section 1, in the event of rejection of his/her claims in the complaint handling procedure or failure to perform an action resulting from a granted complaint within a specified time limit, may request the Financial Ombudsman:
 - 1) to consider the case or
 - 2) to conduct out-of-court proceedings in respect of a dispute resolution between the client and the financial market entity. Current information about the entity entitled to conduct the above proceedings is available at: <http://www.rf.gov.pl>.
4. In the case of contracts concluded electronically (on-line), the person referred to in section 1, who is a consumer and resides in a European Union Member State (including Norway, Iceland and Liechtenstein), has the possibility to file a complaint with the entity authorized to conduct out-of-court proceedings in respect of consumer disputes resolution via the European ODR (Online Dispute Resolution) platform available at the website: <http://ec.europa.eu/consumers/odr/>.
5. The person indicated in section 1, who is a consumer, may also use the assistance of Municipal and District Consumer Ombudsmen.
6. Complaints shall be considered by TU Europa S.A. without undue delay, however, not later than within 30 calendar days from the date of their receipt, with the proviso that it is sufficient to send a reply before the expiry of this deadline to meet the same.

7. In particularly complicated cases rendering the consideration of a complaint and responding within the above time limit impossible, the complainant shall be notified of the reason of the delay, the circumstances that have to be established to examine the case and the expected date of considering the complaint and receiving a response. A maximum time limit for considering a complaint may not be in excess of 60 calendar days counting from the day of its receipt.
8. The response to a complaint shall be provided in hard copy or by means of another durable information carrier. Sending the response by e-mail may take place exclusively upon the request of the complainant.
9. TU Europa S.A. is subject to supervision by the Polish Financial Supervision Authority.

§ 11. Withdrawal from the insurance contract

1. If the policyholder concluded the insurance contract with us for more than 6 months, the policyholder shall have the right to withdraw from the contract within:
 - 1) 30 days from the conclusion thereof if the policyholder is a natural person and the contract is not associated with this person's business activity or professional activity,
 - 2) 7 days from the conclusion thereof if the policyholder is an entrepreneur.
2. If the policyholder concluded the contract with us using means of distance communication, the policyholder may withdraw from that contract within 30 days from our notification that the contract was concluded. The contract may not be withdrawn from if the policyholder concluded it with us for a period shorter than 30 days.
3. The policyholder is obligated to pay the premium for the period during which we provide coverage even if the policyholder withdraws from the contract.

§ 12. Notices and statements

1. All notices and statements addressed by the parties and entities of the insurance relationship established hereunder shall be submitted in writing, unless the insurance contract or the GTC stipulate otherwise or unless the insured person/claimant requests another form of communication.
2. The parties shall report every change of their data specified in the insurance contract by submitting a statement on the change of data for the insurance.

Chapter II. Insurance of medical expenses and costs of search and rescue and transport

§ 13. Subject of the insurance of medical expenses and costs of search and rescue and transport

The subject of the insurance includes the following items:

- 1) medical expenses,
- 2) costs of search and rescue,
- 3) services and costs of the transport of the insured person..

§ 14. Scope of the insurance of medical expenses

1. The insurance of medical expenses shall include the necessary and documented costs of the insured person that has suffered a sudden illness or accident during foreign travel, arising and incurred on the following in the coverage period:
 - 1) necessary treatment instructed by the physician (examination, treatment, surgery, hospitalization),
 - 2) outpatient treatment including examinations and medical care, analyses, treatment, physician's consultations, including the travel of the physician to the place where the insured person is present and purchase of necessary medications, dressing materials and crutches;
 - 3) medical consultations,
 - 4) costs of preterm labor occurring no later than in the 32nd week of pregnancy, covering the costs of medical care of the mother and the newborn together, within the sum insured,
 - 5) dental treatment, only in case of sudden inflammation and need of medical care due to an injury suffered as a result of an accident; the insurance shall only cover the provisional filling of the tooth, excluding the later canal filling or crown reconstruction,
 - 6) decompression chamber, where medically justified.
2. If the total hospitalization costs are refunded based on a valid European Health Insurance Card held by the insured person and the hospitalization period is not shorter than 3 days, TU Europa S.A. shall pay a daily hospital benefit of **PLN 200** for each day of hospital stay, up to 30 days.

§ 15. Scope of the insurance of costs of search and rescue

1. The insurance of costs of search and rescue shall include the necessary and documented costs of search or rescue actions conducted by dedicated emergency services to save the life or health of the insured person that has suffered a sudden illness or accident during foreign travel, arising and incurred in the coverage period.
2. The time of search action shall be deemed to be the period from the time the insured person is reported missing to the time the insured person is found or the search action is stopped. Rescue action shall be deemed to be the provision of emergency medical care from the time the insured person is found until he/she is brought to the nearest hospital.

§ 16. Scope of the insurance of transport costs

1. The insurance of transport costs shall include the necessary and documented costs of the insured person that has suffered a sudden illness or accident during foreign travel, arising and incurred on the following in the coverage period:
 - 1) **organization and transport of the insured person from the accident site or lodging to an outpatient clinic or hospital**; the Emergency Call Center shall select the hospital, reserve a spot and organize transport to the hospital if the insured person's medical condition requires this,

- 2) organization and transport of the insured person between medical facilities, if the medical facility in which the insured person is hospitalized does not provide medical care adequate to the insured person's medical condition, in accordance with the documented instruction of the attending physician,
- 3) organization and transport of the insured person to the lodging during foreign travel after the provision of medical care if the attending physician instructs this; the insurance benefit shall not include non-medical transport,
- 4) organization and transport of the insured person's remains to the place of burial in Poland or burial of the insured person in the place of foreign travel if the insured person has died during foreign travel; TU Europa S.A. shall refund the costs of transport of the insured person's remains to the place of burial in Poland or burial of the insured person in the place of foreign travel up to the amount of the costs of bringing the remains to Poland that TU Europa S.A. would incur if it contracted it to a Polish company providing services in the area of repatriation of remains from abroad; the scope of the costs of transport of the remains shall also include the necessary costs of purchasing a transport casket or urn, cremation, sanitary costs (freezer, embalming), administrative costs (consular fees, permits), transport of the deceased person's luggage and costs of the autopsy; costs of purchasing the transport casket abroad, if the local regulations concerning transport require this, shall be covered up to the amount of EUR 1,500,
- 5) organization and return transport of the insured person to Poland or to a medical facility in Poland, if, due to his/her medical condition, the insured person cannot use the previously planned means of transport; the physician of the Emergency Call Center in consultation with the attending physician shall determine if the insured person can be transported; the transport of the insured person shall be done after providing medical care to enable return to Poland, and it shall be done using the means of transport adequate to the insured person's medical condition; if the attending physician finds that transport possible, and the insured person does not consent to be transported to Poland, he/she shall not be entitled to further insurance benefits.

2. If the return transport to Poland is not possible due to medical contraindications, TU Europa S.A. shall cover the costs of hospital stay until the medical condition enables the transport of the insured person, even if the deadline falls after expiry of the insurance period, to the maximum amount of the sum insured.

Chapter III. Travel assistance insurance

§ 17. Subject and scope of the Travel assistance insurance



Once you purchase the policy, you are also entitled to travel assistance, that is services thanks to which you will get help in the event of sudden illness or accident. This paragraph discusses the scope of assistance.

1. The subject of the insurance shall be services and costs of travel assistance.
2. The insurance shall include the organization or coverage of travel assistance costs incurred for the insured person within the insurance coverage period.
3. The costs of the services listed below shall be covered up to the amount of the sums insured indicated in the policy or up to the limits indicated in the GTC.
4. Travel assistance insurance shall include the following insurance benefits:

Table No. 2 – Travel assistance insurance (scope)

Insurance benefits	Standard variant	Standard Plus variant	VIP variant	The Best variant
1) 24-h operation of the Emergency Call Center under the phone number indicated in the policy,	✓	✓	✓	✓
2) Organization of medical care and hospitalization	✓	✓	✓	✓
3) Providing a guarantee of coverage of outpatient treatment and/or hospitalization costs	✓	✓	✓	✓
4) Language assistant	✓	✓	✓	✓
5) Extension of insurance coverage in emergencies by 48 hours	✓	✓	✓	✓
6) Organization and coverage of the travel costs of the traveling companion	✓	✓	✓	✓

7) Organization and coverage of the costs of accommodation and board of the traveling companion of the insured person required to handle the matters related to the insured person's return to Poland and caring for the insured person until the return or transport to Poland. We shall organize and cover the costs of accommodation and board of one traveling companion for a period of up to 7 days, in an amount of up to EUR 100 per day.	✓	✓	✓	✓
8) Organization and coverage of the costs of the visit of the person summoned as a companion if the insured person is hospitalized for more than 7 days. We shall organize and cover the costs of transport both ways of one person summoned as a companion. We shall cover the costs of a train ticket or bus ticket or – if the journey by train or bus is longer than 12 hours – economy-class plane ticket. Additionally, we shall organize and cover the costs of accommodation to the person summoned as a companion for a period of up to 7 days in an amount of up to EUR 100 per day. The maximum liability for the visit of the person summoned as a companion shall not exceed EUR 2,000.	✓	✓	✓	✓
9) Organization of medication supply if the insured person loses medications during foreign travel. Following consultation with the attending physician of the insured person in Poland, we shall supply the necessary medications or substitute medications to replace the medications which were lost during foreign travel in the insurance period. The insured person shall refund the costs related to the organization and delivery of medications, i.e. the costs of the medical consultation and issue of the prescription, purchase of medications and costs of their delivery within 14 days from the end of foreign travel.	✓	✓	✓	✓
10) Providing information about law firms and interpreters if the insured person comes into conflict with the law during foreign travel, we shall provide information by phone about the nearest law firms and interpreters providing their services in Polish and about their business hours.	✓	✓	✓	✓
11) Organization and coverage of additional costs of accommodation and board of the insured person abroad for the purpose of recovery. If the transport of the insured person to Poland or to a place enabling the continuation of the travel cannot take place immediately after the end of the insured person's hospital stay according to the instructions of the insured person's attending physician abroad, then we shall organize and cover the costs of accommodation and board of the insured person for a period of up to 7 days in an amount of up to EUR 100 per day.	✓	✓	✓	✓
12) Organization and coverage of the costs of transport after the end of treatment from the place of hospitalization abroad to the place enabling the continuation of the planned travel, in an amount of up to EUR 500.	✓	✓	✓	✓
13) Organization and coverage of substitute driver costs in the situation where, as a result of an accident or sudden illness, the medical condition of the insured person, confirmed by a physician, prevents the insured person from driving a car, and the traveling companion does not have a suitable license or is unable to drive a car; we shall organize and cover the costs of hiring a driver who shall drive the insured person and/or his/her traveling companions, up to an amount of EUR 500. The return travel shall be done via the shortest route. We shall not cover the costs of fuel, highway tolls and parking fees.	✗	✓	✓	✓
14) Providing assistance with the recovery and reshipping of insured person's luggage. If the insured person's luggage is lost during foreign travel, we shall contact the relevant entity and – if the recovery of the luggage is possible – we shall organize shipment of the luggage to the insured person's place of stay.	✗	✓	✓	✓
15) Organization and coverage of the costs of the discontinuation of foreign travel of the insured person. We shall organize and cover the costs of the insured person's return to Poland up to an amount of EUR 1,200 if the originally planned means of transport cannot be used, and the insured person is forced to suddenly interrupt foreign travel due to the following reasons: a) accident or sudden illness requiring hospitalization of the insured person's close relative, if this event takes place in Poland, b) death of a close relative, c) significant damage to the insured person's property or to the premises where the insured person carries on business in Poland, caused by fire or natural disasters or resulting from a crime, requiring legal and administrative actions for which the insured person's presence is necessary. We shall cover the costs of a train ticket or bus ticket or – if the journey by train or bus is longer than 12 hours – economy-class plane ticket.	✗	✓	✓	✓

16) Organization and coverage of the costs of transport of minors to their place of residence in Poland or to the place of residence of the person specified by the insured person to care for them in Poland if the insured person traveling with his/her minor children is hospitalized and, during the insured person's hospitalization, the children are not attended by any adult. We shall cover the costs of a train ticket or bus ticket or – if the journey by train or bus is longer than 12 hours – economy-class plane ticket. The children are transported under the care of the Emergency Call Center. In such a situation the insured person must consent to such a service and indicate the person to take over care of the children after the end of the transport. If the insured person's consent cannot be obtained for reasons beyond the insured person's control, the consular procedures adopted in the given country shall be followed.	×	✓	✓	✓
17) Acting as an intermediary in the submission of bail. If the insured person is detained in relation to an event for which he/she is responsible during foreign travel, and the legislation of the given country requires the payment of bail to release the insured person from jail, we shall act as an intermediary in the submission of the amount of bail specified by the court in order to release the insured person from jail. The bail shall be paid by the Emergency Call Center after the person indicated by the insured person has paid this amount to the indicated bank account of the Emergency Call Center. We shall not act as an intermediary in the submission of bail if the entire evidence unambiguously indicates that the detention or temporary arrest was caused by deliberate action of the insured person or that it was related to the trading of intoxicants, drugs and alcohol or involvement of the insured person in political activities. We shall also not act as an intermediary in the submission of bail, if the bail is required to secure customs duties or administrative fees.	×	×	✓	✓
18) Organization and coverage of the costs of transport of the insured person's close relatives traveling with the insured person to Poland if the insured person dies or is hospitalized. We shall cover the costs of a train ticket or bus ticket or – if the journey by train or bus is longer than 12 hours – economy-class plane ticket, provided that the originally planned means of transport cannot be used. Maximum sum insured for this benefit shall amount to EUR 2,500.	×	×	✓	✓
19) Coverage of the necessary and reasonable costs related to flight delay; if an international scheduled flight is canceled or delayed by a professional flight carrier by at least 5 hours, excluding charter flights, we shall refund to the insured person – holder of a valid plane ticket – the expenses incurred to buy necessary toiletries, clothing and food not covered by the carrier, starting from the 6th hour of waiting for the flight, up to an amount of EUR 200.	×	×	✓	✓

5. TU Europa S.A. shall cover the costs of phone calls of the insured person to the Emergency Call Center, incurred by the insured person in relation to insured events. The costs of phone calls shall be covered based on documentation confirming the incurred costs that is submitted by the insured person.

§ 18. Exclusions of liability in the insurance of medical expenses and costs of search and rescue and transport and travel assistance insurance



Before purchasing the policy, make sure to read this paragraph to know the events which are not covered by the insurance.

1. TU Europa S.A. shall not be liable under § 7.
2. Insurance shall not cover medical expenses, costs of transport and travel assistance if the insured person acted contrary to the decision of the Emergency Call Center agreed with the attending physician abroad. This exclusion shall not apply to the situation where, due to his/her medical condition, the insured person was unable to contact the Emergency Call Center.
3. Moreover, TU Europa S.A. shall not be liable for damage resulting from the following:
 - 1) practicing high-risk sports,
 - 2) practicing extreme sports,
 - 3) practicing competitive sport,
 - 4) performing dangerous manual labor.

unless the insurance contract was extended to include these risks.



If you want to be covered by insurance during the above mentioned activities, select an appropriate option during the purchase of the insurance.

4. TU Europa S.A. shall not refund medical expenses, costs of search and rescue and transport, travel assistance if there were medical contraindications against the insured person participating in foreign travel or if, before the foreign travel, there were indications to undergo an operation or hospital stay, provided that they contributed to the occurrence of the event covered by the insurance of medical expenses and costs of search and rescue and transport or travel assistance insurance.

5. TU Europa S.A. shall not be liable for the following costs:
 - 1) preventive vaccination, excluding preventive vaccination in an emergency case of tetanus and rabies,
 - 2) preventive dental treatment, excluding the cases requiring immediate, necessary medical care;
 - 3) continued treatment of illnesses occurring before the conclusion of the insurance contract,
 - 4) treatment unrelated to the medical care provided in the event of sudden illness or accident,
 - 5) treatment exceeding the scope of medical services required to restore the insured person to a condition enabling transport or return to Poland; the physician of the Emergency Call Center in consultation with the insured person's attending physician shall determine if transport should be organized,
 - 6) pregnancy or labor occurring after the 32nd week of pregnancy,
 - 7) purchase of contraceptives, abortion procedure, if these were not performed to save the life or health,
 - 8) plastic surgery and cosmetic procedures,
 - 9) treatment of sexually transmitted diseases, venereal diseases, AIDS, HIV,
 - 10) epidemic,
 - 11) repair and purchase of prostheses, including dental prostheses, glasses, hearing aids and other rehabilitation equipment, excluding the purchase of crutches,
 - 12) special nutrition of the insured person, purchase of tonics and measures customarily used by the insured person, vaccination, massage, baths, inhalation, exercise therapy and irradiation, even if any of these measures are instructed by the physician,
 - 13) use of non-standard services during hospital stay, e.g. using TVs,
 - 14) treatment, hospitalization or accommodation if – in the opinion of the physician of the Emergency Call Center – the commencement of treatment may be postponed until the return of the insured person to Poland,
 - 15) tests not necessary to diagnose and treat the disease, follow-up examinations and obtaining of medical certificates,
 - 16) sanatorium treatment, therapy, prevention and physiotherapy,
 - 17) medications issued without written instruction issued by a physician,
 - 18) treatment by a physician being a family member of the insured person, unless he/she is the physician indicated by the Emergency Call Center to provide treatment abroad,
 - 19) treatment and medications not recognized by conventional medicine,
 - 20) treatment and stay in nursing homes, hospices, addiction treatment centers, sanatoriums, health resorts, preventoria, physical rehabilitation centers and hospital rehabilitation units,
 - 21) treatment, rescue and transport resulting from the insured person's failure to undergo vaccination or other preventive procedures required by the administration of the destination countries of the insured person's foreign travel.
6. The benefit for the coverage of necessary and reasonable costs related to flight delay shall not be paid if the delay takes place after the insured person's return to Poland or to the country of residence.

§ 19. Procedure to receive the insurance benefit under the insurance of medical expenses and costs of search and rescue and transport and insurance of travel assistance

1. Irrespective of the obligations specified in §8, which shall apply accordingly, in order to receive the insurance benefit, the insured person shall:
 - 1) call the Emergency Call Center as soon as possible, but no later than within 72 hours following the event and notify the event. If the insurance benefit consists in the refund of costs, the insured person shall obtain information about the acceptance of the coverage or refund of costs before taking any action on his/her own. If the insured event cannot be reported directly by the insured person, it may be reported by a person acting on the insured person's behalf,
 - 2) give information required to provide assistance or give the information requested by the Emergency Call Center: full name and details of the place of stay enabling the Emergency Call Center to contact the insured person,
 - 3) comply with the recommendations of the Emergency Call Center,
 - 4) for personal damage – enable the physicians authorized by TU Europa S.A. to access all medical information related to the reported insured event,
 - 5) enable the Emergency Call Center to carry out the actions necessary to determine the circumstances in which damage occurred and the legitimacy and amount of the claim, including securing the evidence of the event, and provide assistance and clarifications in this regard,
 - 6) secure the means of pursuing claims for damages against the persons responsible for damage.
2. If the insured person or person acting on the insured person's behalf, for reasons beyond his/her control, i.e. due to a random event or force majeure, did not previously contact the Emergency Call Center – he/she shall, within 7 days from the date on which this becomes possible, notify the Emergency Call Center about the incurred costs and send documentation confirming the occurrence of the event.
3. In order for the insured person to receive the daily hospital benefit, the insured person shall submit confirmation of the coverage of hospitalization costs by the European Health Insurance Card, issued by the medical facility at which the insured person was hospitalized or certificate issued by the National Health Fund containing a list of benefits covered under the European Health Insurance Card.

§ 20. Principles for the payment of the insurance benefit under the insurance of medical expenses and costs of search and rescue and transport and insurance of travel assistance

1. Upon notification about the occurrence of the event and confirmation of the coverage of the event, the Emergency Call Center shall perform the insurance benefit arising from the scope of the insurance contract.
2. The refund of costs shall be done by payment directly to the issuers of the bills, that is in cashless form.
3. If the insured person has to cover the costs on his/her own because the medical facility does not accept the settlement in cashless form, TU Europa S.A. shall refund such costs to the insured person or to the person that incurred these costs.

Chapter IV. Accident insurance

§ 21. Subject and scope of accident insurance

1. The insurance covers the risk of consequences of accidents.
2. TU Europa S.A. shall be liable for the risk of:
 - 1) death,
 - 2) permanent health impairmentthe insured person caused by an accident and occurred during the coverage period.

§ 22. Exclusions of liability in accident insurance

1. TU Europa S.A. shall not be liable under § 7.
2. Accident shall not include events caused by processes inside the human organism: myocardial infarction, hemorrhage, ischemic stroke, sudden circulatory arrest or hemorrhagic stroke.
3. The insurance shall not cover the consequences of accidents caused by the following:
 - 1) wrong treatment or procedures performed incorrectly on the insured person,
 - 2) infection, unless the insured person has been infected with a virus and/or pathogenic bacteria as a result of the wounds suffered; the wounds suffered in the accident shall not include minor epidermal abrasions or abrasions of the mucous membrane; consequences of viral and/or bacterial infections caused as a result of abrasions during the accident or later shall not be covered by the insurance; this limitation shall not apply to the following: rabies and tetanus,
 - 3) food poisoning following the consumption of liquid or solid substances,
 - 4) abdominal hernias or inguinal hernias, unless they were caused as a result of the accident,
 - 5) damage to intervertebral discs or internal hemorrhage, unless such damage was caused by the accident,
 - 6) epileptic seizure or loss of consciousness caused by a disease.
4. Permanent health impairment or death shall not be deemed a consequence of accident if they occur 24 months after the accident.
5. Moreover, TU Europa S.A. shall not be liable for damage resulting from the following:
 - 1) practicing high-risk sports,
 - 2) practicing extreme sports,
 - 3) practicing competitive sport,
 - 4) performing dangerous manual labor,unless the insurance contract was extended to include these risks.

§ 23. Procedure to receive the accident insurance benefit



Below, we have described step by step what to do after the occurrence of an event caused by an accident.

1. Irrespective of the obligations specified in § 8, which shall apply accordingly, in order to receive the insurance benefit:
 - 1) the insured person (in the case of permanent health detriment) or entitled person (in the case of death of the insured person) should call the Emergency Call Center as soon as possible but no later than within 72 hours from the event and notify the accident,
 - 2) the insured person or entitled person should file a request for insurance benefit payment:
 - electronically via application at www.tueuropa.pl, or
 - by phone calling TU Europa S.A. hotline, or
 - in writing to the address of TU Europa S.A.,
 - 3) the insured person shall notify TU Europa S.A. about the end of treatment and rehabilitation and enclose the medical documentation of the treatment and rehabilitation; upon the end of treatment, TU Europa S.A. may refer the insured person to a medical board it has appointed in Poland, which shall determine the degree of permanent health impairment; the insured person shall submit all of his/her medical documentation to the medical board and undergo medical examination; TU Europa S.A. shall cover the costs of appearance of the insured person before the medical board, including the travel of the insured person to Poland and fees of the physicians; the costs of travel by transport means other than public transport shall be refunded if the choice of such means of transport was reasonable. The insured person may lodge an appeal against the decision of the board,
 - 4) the entitled person shall enclose the medical documentation of the insured person's treatment and rehabilitation if the entitled person has such documents or is able to obtain them under the applicable law, the abridged copy of the act of death or – if the entitled person is specified by name – document confirming the entitled person's identity; if there is no person specified by name, a relative requesting the insurance benefit payment shall also submit a document confirming the consanguinity or affinity with the insured person.

§ 24. Principles for the payment of the insurance benefit in accident insurance



This paragraph contains information about the method of determining the amount of the insurance benefit in accident insurance.

1. The legitimacy of accident insurance claims shall be established after it is determined that there is a causal relationship between the accident and death or permanent health impairment.
2. The causal relationship and the degree of permanent health impairment shall be determined based on the delivered medical documentation and the results of the examination conducted by the physician appointed by TU Europa S.A. The percentage of permanent health impairment shall be determined based on the table of health impairment standards used for the assessment of accidents at work and accidents on the way to work, appended to the Ordinance of the Minister of Labor and Social Policy of December 18, 2002 (item 1974).
3. The degree of permanent health impairment shall be determined promptly after the end of the insured person's treatment, including the period of rehabilitation treatment recommended by the physician.
4. If the insured person had received the insurance benefit for the health impairment and then died within 12 months from the occurrence of the accident as a result of the same event, the insurance benefit due to the entitled person shall be reduced by the amount previously paid to the insured person.
5. If the insured person died before the determination of the degree of permanent health impairment and his/her death was not caused by the accident, TU Europa S.A. shall determine the amount of the insurance benefit paid to the entitled person in accordance with the probable degree of health impairment determined based on the medical documentation and the physicians' opinions.
6. If the insured person died as a result of the accident, TU Europa S.A. shall determine the amount and legitimacy of the insurance benefit and the entitled persons based on the following:
 - 1) documents required to determine the legitimacy and amount of the claim,
 - 2) death certificate of the insured person complete with the documents indicating the cause of death, documents certifying the entitled persons' consanguinity or affinity with the insured person or other documents indicating that the entitled persons are heirs of the insured person, unless the entitled person is a person that does not have such documents and cannot obtain them under the generally applicable Polish law.
7. The insurance benefit for the insured person's death shall be paid by TU Europa S.A. to the entitled person.

Chapter V. Insurance of the luggage

§ 25. Subject and scope of luggage insurance

1. The subject of the insurance is the insured person's luggage.
2. Luggage insurance shall cover the following:
 - 1) clothes,
 - 2) footwear,
 - 3) small electrical appliances: hair dryer, iron, curler, hair straightener, shaver, hair removal devices, toothbrush,
 - 4) toiletries and cosmetics,
 - 5) baby carriages and wheelchairs,
 - 6) tents and sleeping bags,
 - 7) sports equipment,
 - 8) portable electronic devices: mobile phones, computer, audio and video media, photographic equipment and audiovisual equipment complete with accessories, under direct care of the insured person.
3. The scope of the insurance includes the loss of, damage to or destruction of luggage due to the following:
 - 1) robbery,
 - 2) burglary,
 - 3) transport accident,
 - 4) accident or sudden illness as a result of which the insured person lost his/her capacity to take care of the luggage,
 - 5) fire, hurricane, flood, lightning, explosion, torrential rain, avalanche, earthquake, aircraft crash and water discharge from water and sewer equipment,
 - 6) fault of a public carrier relating to the luggage entrusted for transport in accordance with a waybill,
 - 7) fault of luggage storage relating to the luggage handed over against receipt.



Luggage insurance shall not cover suitcases and other luggage containers. You may insure them under additional Bezpieczna Walizka (Safe Suitcase) insurance.

§ 26. Exclusions of liability in luggage insurance

1. TU Europa S.A. shall not be liable under § 7.
2. Luggage insurance shall not cover the following:

- 1) suitcases or other luggage containers,
- 2) furs,
- 3) items used for trading, service provision or production,
- 4) items not listed in § 25 section 2.

3. TU Europa S.A. shall not be liable for the following damage:
 - 1) damage to or theft of car/truck equipment,
 - 2) damage caused during theft without burglary or using copied keys,
 - 3) damage to, destruction or loss of items due to their use, spontaneous combustion, spoilage or leakage or – for items which may be broken or items in glass packaging – breaking,
 - 4) damage to electrical and electronic equipment and apparatus caused by their defects or by the action of electrical current during operation, unless the action of electrical current caused a fire,
 - 5) damage caused during confiscation, seizure or destruction by customs authorities or other authorities,
 - 6) damage caused by animals or vermin,
 - 7) damage not reported to the police or to the carrier promptly upon the ascertaining of the occurrence of the insured event,
 - 8) arising as a result of burglary from a tent,
 - 9) damage for which the insured person has been compensated by the carrier,
 - 10) damage for which the insured person has been compensated by the luggage storage,
 - 11) damage whose value does not exceed EUR 30.

4. The payment of the due insurance benefit shall always be reduced by **EUR 30**



If your luggage has been stolen – remember to report this to the police.

§ 27. Procedure to receive the luggage insurance benefit

1. Irrespective of the obligations specified in § 8, which shall apply accordingly, in order to receive the insurance benefit, the insured person shall:
 - 1) notify the police as soon as possible – in case of robbery, burglary or transport accident – and obtain a written confirmation of this fact, with indications of the items lost,
 - 2) notify the carrier as soon as possible about any damage to the luggage entrusted for transport or damage done during travel by public transport, if the luggage was under the direct care of the insured person, and obtain a written confirmation of this fact,
 - 3) notify the administration as soon as possible about any damage at the insured person's lodging or obtain a written confirmation of this fact,
 - 4) submit, within 7 days from the event, a completed claim notification form to the Emergency Call Center. In the case of damage caused by the carrier or luggage storage, a written certificate issued by the carrier or luggage storage should be additionally enclosed to confirm the loss, destruction of or damage to the luggage, with information indicating if the luggage was found and specifying the amount of the compensation paid to the insured person by the carrier or luggage storage,
 - 5) upon request of the Emergency Call Center – deliver a photo of the destroyed luggage.
2. If the stolen or damaged items are recovered, the insured person shall report this fact to the Emergency Call Center as soon as possible and refund the previously paid insurance benefits for these items.

§ 28. Principles for the payment of the insurance benefit in luggage insurance

1. In the event of a total loss, the insurance benefit shall be paid in the amount corresponding to the actual value of the luggage lost.
2. If items included in the luggage are damaged, the insurance benefit shall correspond to the amount of repair costs. If the repair costs exceed the value of the item, TU Europa S.A. shall pay the insurance benefit in the amount corresponding to its actual value.
3. The actual value of the item shall be deemed to be the amount for which an item with the same function, standard and quality can be bought, reduced by depreciation.

Chapter VI. Insurance of the delayed delivery of luggage

§ 29. Subject and scope of insurance of the delayed delivery of luggage



The insurance may be used if the delivery of luggage handed over to the carrier in accordance with a waybill is delayed.

1. The subject of the insurance shall be costs related to delayed delivery of luggage entrusted to the carrier in accordance with a waybill.
2. If the delay in delivery of the luggage is at least 5 hours, TU Europa S.A. shall refund the costs of purchase of necessary toiletries and clothes starting from the 6th hour of waiting for the luggage.
3. TU Europa S.A. liability limit shall be **EUR 150**, and it shall be a limit within the sum insured in luggage insurance.
4. The payment of the benefit under the insurance of the delayed delivery of luggage shall reduce the sum insured in luggage insurance.

§ 30. Exclusions of liability in insurance of the delayed delivery of luggage

1. TU Europa S.A. shall not be liable under § 7.
2. The benefit shall not be due if the delayed delivery of luggage:
 - 1) results from detention of the luggage by the customs authorities or other state authorities,
 - 2) happened upon return of the insured person to Poland or the country of residence.
3. TU Europa S.A. shall not be liable for the costs incurred on purchase of:
 - 1) perfumes,
 - 2) toiletries and clothes prior to the lapse of 5 hours.

§ 31. Procedure to receive the insurance benefit under insurance of the delayed delivery of luggage

1. Irrespective of the obligations specified in § 8, which shall apply accordingly, in order to receive the insurance benefit, the insured person shall:
 - 1) notify the delay in luggage delivery to the carrier and obtain documents from the carrier to confirm the delay of the luggage,
 - 2) submit, within 7 days from the event, an event notification to the Emergency Call Center.
2. Refund of the costs of purchase of necessary toiletries and clothes takes place only on the basis of documents confirming the incurred costs provided by the insured person.

Chapter VII. Third party liability insurance

§ 32. Subject and scope of third party liability insurance

1. The subject of the insurance shall be third party liability of the insured person.
2. TU Europa S.A. shall be liable for personal damage and damage to property caused to third parties by tort, in relation to activities in private life, within the coverage period.
3. The insurance contract shall cover damage resulting from an event taking place within the coverage period; all damage resulting from a single accident or a single cause, regardless of the number of aggrieved parties, shall be regarded as a single accident, and it shall be assumed that they took place upon the occurrence of first damage.

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Insurance protects you against financial consequences incurred in relation to unintentional damage inflicted upon other person or his/her property e.g. when during skiing you hit another skier and break his/her skis, the skier may request you to refund money for destroyed equipment.

§ 33. Exclusions of liability in third party liability insurance

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This paragraph contains information about events that are not covered by third-party liability insurance.

1. TU Europa S.A. shall not be liable under § 7.
2. TU Europa S.A. shall not be liable for the following:
 - 1) claims exceeding the scope of statutory third-party liability of the insured person, resulting from an agreement concluded by the insured person or by the insured person's specific promises,
 - 2) damage caused by the insured person to a close relative or to a person for which the insured person is responsible,
 - 3) damage resulting from owning, driving, using or starting mechanical vehicles, aircraft and watercraft,
 - 4) claims arising as a result of breaches of law, criminal law claims, claims for punitive damages, claims for compensation and exemplary damages,
 - 5) loss of or damage to property owned by the insured person or property of another person entrusted, leased, lent to the insured person or being under the custody or control of the insured person or persons for which the insured person is responsible,
 - 6) damage caused by the pursuit of his/her profession, working abroad or carrying on business intended to make a profit,
 - 7) damage caused during hunting,
 - 8) claims resulting from the transmission of a disease to another person,
 - 9) damage to the natural environment,
 - 10) damage caused by animals owned by the insured person,
 - 11) damage resulting from having and using guns of every kind and description,
 - 12) damage for which the insured person is responsible as a result of the contractual indemnification of a third party or as a result of the extension of the insured person's own third party liability arising from the applicable law,
 - 13) damage to movable property used by the insured person under an agreement for rental, tenancy, lease or lending for use or under another civil law agreement,
 - 14) events that took place as a result or in relation to the insured person being under the influence of alcohol,
 - 15) damage caused in relation to performing dangerous manual labor,

- 16) damage to property whose value does not exceed EUR 200.
3. Moreover, TU Europa S.A. shall not be liable for damage resulting from the following:
 - 1) practicing high-risk sports,
 - 2) practicing extreme sports,
 - 3) practicing competitive sport,
unless the insurance contract was extended to include these risks.
4. In the case of damage to property, the insurance benefit shall be reduced by EUR 200.

§ 34. Procedure to receive the insurance benefit under third party liability insurance

1. Irrespective of the obligations specified in § 8, which shall apply accordingly, in order to receive the insurance benefit, the insured person shall:
 - 1) prepare a statement establishing the circumstances of the damage,
 - 2) try to identify witnesses of the event,
 - 3) within 7 days from the event, inform the Emergency Call Center in writing about the occurrence of an event that might result in the insured person's third-party liability, specifying the circumstances and causes of the damage and enclosing the necessary documents concerning the circumstances of the event complete with the insured person's own statement on his/her responsibility for the damage,
 - 4) notify the Emergency Call Center in writing as soon as possible, but no later than within 3 days from the date of receipt of the claim for damages,
 - 5) notify the Emergency Call Center in writing if criminal proceedings, administrative proceedings or other proceedings have been initiated against the insured person, or if a third party has filed a claim in court,
 - 6) submit the judgment of the court in the case related to the event resulting in the insured person's liability to the Emergency Call Center.
2. If, in relation to the damage caused, the Emergency Call Center made written recommendations to take specific measures which could be taken by the insured person in order to prevent other events in the future, and the insured person failed to comply with such recommendations, TU Europa S.A. shall be entitled to refuse to pay the insurance benefit or to accordingly reduce the insurance benefit for subsequent damage resulting from the same cause, unless the failure to comply with the Emergency Call Center's recommendations did not affect the occurrence of the damage.
3. Satisfaction or recognition of the claim for damages by the insured person in relation to the damage covered by the third party liability insurance shall not have legal effects on TU Europa S.A., unless TU Europa S.A. previously consents to this.

§ 35. Principles for the payment of insurance benefit in third party liability insurance

1. In third party liability insurance, within the limits of the insurance coverage, TU Europa S.A. shall evaluate the factual and legal situation and make the decision regarding the recognition of the claim and payment of the insurance benefit.
2. At any time, TU Europa S.A. may pay the benefit under third party liability insurance within the amount of the sum insured or amount sufficient to satisfy the claims arising from the accident, discharging itself from the obligation to provide continued coverage and incur other costs.
3. In third party liability insurance, TU Europa S.A. shall pay the due benefits to the entitled person within the limits of the insured person's third party liability.

Chapter VIII. Bezpieczna Walizka (Safe Suitcase) insurance

§ 36. Subject and scope of the Bezpieczna Walizka (Safe Suitcase) insurance

1. The subject of the insurance shall be the insured person's suitcase.
2. For the purposes of this chapter, the suitcase shall be deemed to mean a luggage container.
3. The scope of the insurance shall include the loss, destruction of or damage to the suitcase as a result of the following:
 - 1) robbery,
 - 2) burglary,
 - 3) transport accident,
 - 4) accident or sudden illness as a result of which the insured person lost his/her capacity to take care of the suitcase,
 - 5) fire, hurricane, flood, lightning, explosion, torrential rain, avalanche, earthquake, aircraft crash and water discharge from water and sewer equipment,
 - 6) fault of a public carrier relating to the suitcase entrusted for transport in accordance with a waybill,
 - 7) fault of luggage storage relating to the suitcase handed over against receipt.

§ 37. Exclusions of liability in the Bezpieczna Walizka (Safe Suitcase) insurance

1. TU Europa S.A. shall not be liable for the following damage:
 - 1) damage caused by suitcase defects,
 - 2) consequences of normal wear and tear of the suitcase related to its use: minor damage, cuts, soiling, indents, scratches, insignificant or superficial damage,
 - 3) damage caused during theft without burglary or using copied keys,
 - 4) damage caused during confiscation, seizure or destruction by customs authorities or other authorities,
 - 5) damage caused by animals or vermin,
 - 6) damage not reported to the police or to the carrier promptly upon the ascertaining of the occurrence of the insured event,
 - 7) damage for which the insured person has been compensated by the carrier,
 - 8) damage for which the insured person has been compensated by the luggage storage

§ 38. Procedure to receive the insurance benefit under the Bezpieczna Walizka (Safe Suitcase) insurance

1. Irrespective of the obligations specified in § 8, which shall apply accordingly, in order to receive the insurance benefit, the insured person shall:
 - 1) notify the police as soon as possible – in case of robbery, burglary or transport accident – and obtain a written confirmation of this fact,
 - 2) notify the carrier as soon as possible about any damage to the suitcase entrusted for transport and obtain a written confirmation of this fact,
 - 3) notify the administration as soon as possible about any damage at the insured person's lodging or obtain a written confirmation of this fact,
 - 4) submit, within 7 days from the event, a completed claim notification form to the Emergency Call Center. In the case of damage caused by the carrier or luggage storage, a written certificate issued by the carrier or luggage storage should be additionally enclosed to confirm the loss, destruction or damage to the suitcase, with information indicating if the suitcase was found and specifying the amount of the compensation paid to the insured person by the carrier or luggage storage,
 - 5) upon request of the Emergency Call Center – deliver a photo of the destroyed suitcase.

§ 39. Principles for the payment of the insurance benefit in the Bezpieczna Walizka (Safe Suitcase) insurance

1. Compensation for damage caused by fault of the carrier shall be paid in the part that has not been covered by the professional carrier responsible for the loss, destruction or damage to the suitcase.
2. The compensation for damage caused by luggage storage shall be paid in the part that has not been covered by the luggage storage.
3. In the event of a total loss, the insurance benefit shall be paid in the amount corresponding to the value of the suitcase lost.

Chapter IX. Car Assistance insurance

§ 40. Definitions concerning the Car Assistance insurance

For the purposes of this chapter, the terms used herein shall have the following meaning:

- 1) **vehicle breakdown** – incorrect or inappropriate functioning of the vehicle caused by internal mechanical, electrical, electronic or hydraulic causes, resulting in its immobilization or preventing safe driving or driving in accordance with the legislation of the country where the breakdown occurred, in particular: broken external lights, dead battery, alarm or immobilizer failure, wiper failure and seatbelt failure; breakdown shall not include routine and periodic maintenance and delivery and installation of accessories;
- 2) **European part of Russia** – Central Federal District, Northwestern Federal District (without the Nenets Autonomous Okrug and the Komi Republic), Volga Federal District, Volgograd Oblast, Rostov Oblast, Republic of Kalmykia, Astrakhan Oblast and Stavropol Krai;
- 3) **European part of Turkey** – area from the Bosphorus Strait, Sea of Marmara and the Dardanelles Strait; assistance in Istanbul shall only be provided in its European part;
- 4) **vehicle theft** – action meeting the criteria for the act specified in Article 278 of the Criminal Code in respect of the insured vehicle;
- 5) **insured person** – the driver and passengers traveling in the insured vehicle (the number of which shall not exceed the number of passengers specified in the vehicle registration certificate) authorized to use the benefits under the Car Assistance insurance;



The insured persons in the Car Assistance insurance shall be a driver and passengers who at the particular time travel in the insured car.

- 6) **insured vehicle** – car, van or truck with a gross vehicle weight rating of up to 3.5 tons, permitted for traffic on public roads and having a valid roadworthiness test certificate, traveled in by the insured person, which the insured person owns or to use of which the insured person is entitled;
- 7) **vehicle immobilization** – condition of the vehicle used by the insured person that, due to an accident, breakdown or theft of its parts or accessories, prevents use of the vehicle on public roads;
- 8) **vehicle re-mobilization** – rectifying the cause preventing the vehicle from being driven;
- 9) **vehicle accident** – road incident that immobilized the vehicle, preventing safe driving or driving in accordance with the legislation of the country where the incident occurred, in particular: collision, vehicle overturning, fall from a slope, explosion or fire in the vehicle.

§ 41. Subject and scope of the Car Assistance insurance

1. The subject of the insurance is organization and coverage of the costs of technical benefits, travel assistance benefits and information benefits for the insured person if the insured event occurs in the period of insurance liability of TU Europa S.A.
2. The territorial scope of the Car Assistance insurance covers the territory of: Andorra, Austria, Belgium, Bulgaria, Bosnia and Herzegovina, Croatia, Montenegro, Czech Republic, Denmark, Estonia, Finland, France, Gibraltar, Greece, Spain, the Netherlands, Ireland, Iceland, Liechtenstein, Lithuania, Latvia, Luxembourg, Macedonia, Malta, Monaco, Germany, Norway, Portugal, Romania, European part of Russia, San Marino, Serbia, Slovakia, Slovenia, Sweden, Switzerland, European part of Turkey, Vatican, Hungary, United Kingdom and Italy.



The Car Assistance insurance is valid only in these countries and they do not include e.g. Poland. The insurance is also not valid in your country of residence.

3. The Car Assistance insurance shall include the following insurance services:

 **Table No. 3**

Technical benefits	
1) vehicle re-mobilization at the site of immobilization	if the vehicle is immobilized we shall organize and cover costs of re-mobilization of the insured vehicle at the site of immobilization; the costs of spare parts and other materials used for vehicle re-mobilization shall not be covered; the possibility of re-mobilizing the vehicle at the accident site shall be determined by a representative of the Emergency Call Center
2) vehicle towing	if the vehicle is immobilized and it cannot be re-mobilized at the site of immobilization, we shall organize and cover the costs of towing the immobilized vehicle to the nearest authorized service station or to the nearest auto repair shop capable of repairing the vehicle; if the insured vehicle is immobilized on a highway, and the insured person uses the assistance of dedicated road services, not acting at our order, the insured person shall cover the costs of such assistance on his/her own; we shall refund the costs incurred by the insured person based on evidence of their incurring; the limit for towing costs shall amount to EUR 500. If the vehicle re-mobilization in authorized center or repair shop is not possible or the insured person decides that the costs of repair are too high and the vehicle should be towed to another place, we shall help to organize towing of the immobilized vehicle, however we shall not cover the costs of a tow truck.
3) parking lot	if the vehicle is immobilized and, consequently, it has to be stored, we shall organize and cover the costs of parking of the insured vehicle on a secure parking lot for a period of up to 3 days and up to an amount of EUR 150
4) replacement vehicle	if the vehicle is immobilized we shall organize and cover the costs of renting a replacement vehicle with a limit of up to 3 days, if the insured vehicle has not been re-mobilized within 72 hours from the receipt of information about the event by the Emergency Call Center; the Emergency Call Center shall select the replacement vehicle depending on the local options and cover the costs of renting a car of categories A, B or C, in accordance with the standards of rent-a-car companies; the costs of fuel, additional insurance, road tax and other extra charges related to the use of the insured vehicle shall not be covered
5) delivery of spare parts	if the vehicle is immobilized and, consequently, it is necessary to deliver spare parts to repair the vehicle during foreign travel, we shall organize the delivery of spare parts to the site of vehicle repair; the costs of the spare parts, transport, customs duties and taxes shall not be covered
6) vehicle scrapping	if the vehicle suffers from an accident, we shall organize and cover the costs of scrapping of the insured vehicle in the country where the event took place, if the repair of the insured vehicle exceeds its value or if, for technical reasons, its repair is not possible
7) fuel delivery	if the vehicle is immobilized due to lack of fuel, we shall organize fuel delivery; the costs of fuel shall not be covered
Travel assistance benefits	
1) hotel accommodation	if the vehicle is immobilized, we shall organize and cover the costs of accommodation of the insured person including breakfast and travel to the hotel for a period no longer than the actual time of repair of the vehicle, if the vehicle cannot be repaired within 24 hours from the receipt of information about the event by the Emergency Call Center, within the limits of up to 3 days and up to an amount of EUR 100 per day for all the insured persons in total; other costs related to accommodation, in particular costs of telephone calls and other hotel services, shall not be covered
2) return home / continuation of travel	if the vehicle is immobilized during foreign travel, we shall organize and cover the costs of a first-class train ticket or bus ticket or economy-class plane ticket to the place of residence in Poland or to the place where travel is to be continued for the insured person, if the repair of the vehicle exceeds 72 hours from the receipt of information about the event by the Emergency Call Center
3) collection of the repaired vehicle	if the vehicle is immobilized or if the vehicle is recovered after theft, we shall organize and cover the costs of a one-way first-class train ticket or bus ticket for one person to collect the repaired vehicle, if the repair of the vehicle exceeds 72 hours from the receipt of information about the event by the Emergency Call Center
4) phone interpreting	if the vehicle suffers from an accident or is stolen, we shall provide assistance to the insured person with phone interpreting related to the event in conversation with the police, border services or medical facilities
5) providing information on law firms	if the vehicle suffers from an accident, we shall provide information about law firms that can represent the insured person in court proceedings initiated against the insured person in relation to the accident occurring during the insurance period; the costs of the lawyer shall not be covered
1) assistance with organizing an interpreter	if the vehicle suffers from an accident, we shall organize the assistance of an interpreter during police investigations, in court proceedings initiated in relation to the involvement of the vehicle in an accident; the costs of the interpreter shall not be covered
7) assistance with formal matters related to filing an insurance claim and filling out the accident declaration	if the vehicle suffers from an accident or is stolen resulting in its immobilization, we shall submit a report about the event to the insurance company indicated by the insured person or the nearest police unit, by phone or by e-mail
Informational benefits	
1) providing information	if the vehicle is immobilized, we shall provide information about the immobilization to the person indicated by the insured person

2) information about repair shops	if the vehicle is immobilized, we shall provide information on chains of authorized car repair shops, towing companies or chains of rent-a-car companies
3) information about the possibility of renting a replacement vehicle	if the vehicle is immobilized, we shall provide information about the possibilities and terms of replacement vehicle rental
4) information about road assistance services	if the vehicle is immobilized, we shall provide the contact details of road assistance services
5) information about public transport	if the vehicle is immobilized, we shall provide information about the routes and timetable of trains, buses and planes
6) information about accommodation	if the vehicle is immobilized, we shall provide information about the possible accommodation in hotels, motels or campsites

§ 42. Exclusions of liability in the Car Assistance insurance

1. TU Europa S.A. shall not be liable under § 7.
2. TU Europa S.A. shall not provide the insurance benefit if it was prevented by:
 - 1) earthquake, flood, hurricane, forest fire, failure or absence of telecommunication devices,
 - 2) intervention of local authorities in charge of road accidents, safety, environmental protection or removal of pollution,
 - 3) intervention of the fire service, police or customs authorities.
3. TU Europa S.A. shall not be liable for events caused by the following:
 - 1) theft or loss of car keys,
 - 2) overloading of the vehicle,
 - 3) use of the insured vehicle contrary to its intended use,
 - 4) wear and tear of tires.
4. TU Europa S.A. shall not be liable for events:
 - 1) in vehicles that did not have valid inspection or valid roadworthiness tests certificate,
 - 2) due to failure to timely implement recommendations which the owner or user of the vehicle received during inspection in a service center or due to installation of elements not recommended by the manufacturer,
 - 3) due to exceeding the permissible axle load and vehicle load with trailer with a weight greater than the weight permitted by the manufacturer,
 - 4) if the vehicle is not repaired after intervention of the Emergency Call Center and there is another breakdown.
5. TU Europa S.A. shall not be liable for:
 - 1) damage done to the cargo in the vehicles covered by assistance and/or cargo of trailers and semi-trailers,
 - 2) consequences of waiting for spare parts and other related claims of the insured person,
 - 3) costs of mechanical repair carried out by service stations,
 - 4) theft, destruction of or damage to the cargo, luggage, personal belongings and items left in the vehicle for the duration of towing or performance of another insurance benefit under this insurance,
 - 5) costs of the benefits, if they are performed by authorities in charge of safety, environmental protection, removal of pollution, police, fire service or customs authorities,
 - 6) damage to property, personal damage, damage in the form of lost profits, delays in the transport of cargo and other damage related to professional or economic activities, caused by actions related to the performance of benefits under this insurance,
 - 7) events occurring in vehicles intended and/or used for transport of toxic, hazardous or radioactive products or raw materials.
6. The liability of TU Europa S.A. shall not cover material losses such as loss, destruction of or damage to the items owned by the insured person occurring in relation to the accident.
7. Passengers transported against payment shall not be entitled to the use of the benefits in the Car Assistance insurance.

§ 43. Procedure to receive the insurance benefit under the Car Assistance insurance

1. Irrespective of the obligations specified in § 8, which shall apply accordingly, in order to receive the insurance benefit, the insured person shall:
 - 1) call the Emergency Call Center as soon as possible, but no later than within 24 hours following the event and notify the event,
 - 2) give information required to provide assistance or give information, in particular: full name, make and model of the vehicle, registration number of the vehicle and details of the place of stay enabling the Emergency Call Center to contact the insured person,
 - 3) comply with the recommendations of the Emergency Call Center,
 - 4) attempt to alleviate the consequences of the insured event,
 - 5) enable the Emergency Call Center to carry out the actions necessary to determine the circumstances in which damage occurred and the legitimacy and amount of the claim and provide assistance and clarifications in this regard,
 - 6) present the identity document and provide any information required to provide the assistance benefits arising from the scope of the insurance,
 - 7) give the authorization required to provide specific assistance benefits to the pilot arriving at the event site,
 - 8) not entrust the provision of assistance benefits to which TU Europa S.A. is obliged to other persons, unless the Emergency Call Center fails to start the provision of the insurance benefit within 5 hours from the confirmation of the entitlement to the assistance insurance or if it consents to the provision of the insurance benefit by another person or entity.



Remember to report the event to the Emergency Call Center which will organize the required assistance. The number of the Emergency Call Center is provided on the policy. It is worthwhile to enter this phone number to your mobile prior to travel.

§ 44. Principles for the payment of the insurance benefit in the Car Assistance insurance

1. When notification about the event is received and the employee of the Emergency Call Center finds that the event is covered by insurance, the Emergency Call Center shall provide the insurance benefit arising from the scope of insurance.
2. All costs under the Car Assistance insurance shall be paid directly to the issuers of the bills.
3. If the Emergency Call Center does not start to provide the benefit within 5 hours from the confirmation of the entitlement to the assistance benefits, and the insured person entrusts the performance of the service to other persons or entities, or when the Emergency Call Center consents to the provision of the insurance benefit by another person or entity, or when contacting the Emergency Call Center was not possible, the Emergency Call Center shall refund the costs incurred by the insured person based on documentation of such costs, up to the amounts of the limits specified in this chapter. In such a situation, the insured person shall submit a request for a refund of the costs and prove that such costs have been incurred, confirming the provision of the

i Above you will find instructions on how to proceed if the Emergency Call Center does not provide assistance within 5 hours from the reporting of the event.

Chapter X. Insurance of medical treatment after returning home from foreign travel

§ 45. Definitions for the insurance of medical treatment after returning home from foreign travel

For the purposes of this chapter, the terms used herein shall have the following meaning:

- 1) **occupational disease** – disease included in the list of diseases constituting appendix to the Ordinance of the Council of Ministers of June 30, 2009 on occupational diseases (consolidated text: Journal of Laws of 2013 item 1367)
- 2) **specialist consultation** – history and physical examination consisting of an interview and specialist advice complete with the basic activities required to make a diagnosis, make the correct therapeutic decision and monitor treatment, performed by the physician;
- 3) **procedure** – interventional surgical procedure carried out under general, conduction or local anesthesia by a licensed surgical specialist, required from the medical perspective to restore the normal function of the sick organ or system;
- 4) **scheduled procedure** – procedure carried out at the hospital indicated by TU Europa S.A. or indicated by the insured person upon prior consent of TU Europa S.A., on the previously specified date, which does not have to be performed immediately, for which the postponement of the previously specified procedure date does not create a direct and foreseeable risk of a severe exacerbation;
- 5) **secondary procedure** – interventional surgical procedure required due to a procedure carried out before the insurance period and resulting from the faulty performance of this procedure;
- 6) **medical facility** – health care center operating in accordance with the generally applicable Polish law, performing the tasks specified in its statute, group medical practice, group nursing practice or group midwifery practice, medical practitioner running an individual practice or individual specialist practice or natural person that has obtained the legally required license to provide health services and that provides them as part of his/her business;
- 7) **stationary rehabilitation** – medical service designed to cure or mitigate reduced mobility and restore full or achievable physical capacity;
- 8) **hospital** – public or private inpatient clinic operating in Poland under the relevant regulations, designed for patients requiring medical care, surgical procedures or diagnostic procedures, providing 24-h care by mid- and high-level medical personnel to the patients;
- 9) **medical services** – necessary and medically justified scheduled medical services carried out in relation to the occurrence of the insured event covered by the scope of insurance;
- 10) **congenital defect** – anatomical abnormality classified in the ICD-10 International Statistical Classification of Diseases and Related Health Problems as congenital malformations, deformations and chromosomal abnormalities (ICD code: Q00-Q99);
- 11) **home consultations** – consultations of an internist, pediatrician or general practitioner in acute conditions preventing the insured person from going to a medical facility.

§ 46. Subject and scope of the insurance of medical treatment after returning home from foreign travel

1. The subject of the insurance shall be the insured person's health.
2. Insurance coverage provided as part of treatment after returning home from foreign travel shall include organization and coverage of the costs of medical services to which the insured person is entitled due to consequences of an accident that took place outside of Poland during foreign travel and was notified to the Emergency Call Center during foreign travel.

i We shall cover the costs of your medical treatment in Poland after returning from travel only if during the stay abroad you notified the Emergency Call Center of the accident.

3. The medical services referred to in section 4 shall be provided to the insured person in Poland, after the insured person returns from foreign travel.
4. The scope of insurance of medical treatment after returning home from foreign travel shall include the organization and coverage of costs of the following:
 - 1) specialist consultations,
 - 2) home consultations,

- 3) diagnostic tests and outpatient procedures,
- 4) hospital procedures,
- 5) stationary rehabilitation,

5. Specialist consultations shall include the organization and coverage of costs of the following:

- 1) medical examination,
- 2) making the diagnosis or starting further diagnostic treatment,
- 3) ordering the necessary basic diagnostic tests,
- 4) ordering the necessary medical procedures,
- 5) health education and medical recommendations,

in accordance with current medical knowledge of the following specialists: internist, pediatrician, orthopedist, surgeon, maxillofacial surgeon, plastic surgeon, dermatologist, ophthalmologist, neurologist, neurosurgeon, otolaryngologist, laryngologist, anesthesiologist, sports medicine physician.

6. **Home consultations** shall include the organization and coverage of costs of the following:

- 1) travel of the physician and his/her fee for consultation at the insured person's place of stay or organization and coverage of the cost of a medical consultation at a health facility,
- 2) medical examination in accordance with current medical knowledge, ending with a diagnosis or commencement of further diagnostic treatment,
- 3) ordering the necessary basic diagnostic tests in accordance with current medical knowledge and profile of the given medical specialty,
- 4) ordering the necessary medical procedures, in accordance with current medical knowledge,
- 5) health education and medical recommendations.

 Read the list of tests available in the insurance package.

7. **Diagnostic tests and outpatient procedures** shall include the organization and coverage of costs of the following:

- 1) computed tomography (without the cost of contrast),
- 2) magnetic resonance imaging (without the cost of contrast),
- 3) radiographic examinations: cranial radiography, sinuses radiography, orbital radiography, selective dental radiography, dental panoramic radiography, submandibular gland radiography, larynx laminography, plain abdominal and pelvic radiography, contrast kidney, ureter, and bladder radiography (urography), bone mineral density test, chest radiography, plain abdominal radiography, cervical spine radiography, thoracic spine radiography, lumbar spine radiography, pelvic radiography, radiography of relevant joints and/or long bones,
- 4) ultrasounds: orbital ultrasound, musculoskeletal ultrasound, including children's hip joints, cranial ultrasound, renal artery Doppler ultrasound, extremity arterial Doppler ultrasound, extremity venous Doppler ultrasound, internal carotid and vertebral arteries Doppler ultrasound, transrectal ultrasound, transvaginal ultrasound,
- 5) biochemical tests: conjugated bilirubin, total bilirubin, unconjugated bilirubin, total cholesterol, glucose, creatinine, uric acid, total magnesium (Mg), potassium (K), sodium (Na), amylase, albumin, pancreatic amylase, apolipoprotein, total protein, total protein – electrophoresis, C-reactive protein (CRP), chlorides (Cl), zinc (Zn), rheumatoid factor (RF), lactate dehydrogenase (LDH), complement, ferritin, urea, glycated hemoglobin HbA1C, transferrin, triglycerides, calcium (Ca, Ca++), iron – total iron binding capacity (TIBC), iron (Fe),
- 6) urine tests: protein in urine, bilirubin in urine, ketone bodies in urine, erythrocytes/hemoglobin in urine, leukocytes in urine, glucose in urine, urinary sediment, urobilinogen in urine,
- 7) other tests: hepatitis B – HBe and HBs antigens, bone and joint scintigraphy, electrophysiology studies,
- 8) outpatient procedures, including materials:
 - a) application and change of routine dressing – without debridement,
 - b) abscess or hematoma incision and drainage, drain insertion in situations requiring immediate care,
 - c) suturing in emergencies requiring immediate care and suture removal after procedures,
 - d) application and removal of anterior nasal packing,
 - e) nasal cauterization,
 - f) removal of a foreign body from the nose or ear,
 - g) ophthalmoscopy,
 - h) intraocular pressure measurement,
 - i) removal of a foreign body from the ear,
 - j) visual acuity test,
 - k) subconjunctival injection,
 - l) intra-articular anesthesia and periarticular anesthesia (without the cost of the medication),
 - m) rib splinting with adhesive plaster,
 - n) cast application – lower and upper extremity,
 - o) cast removal – lower and upper extremity,
 - p) elastic bandage application,
 - q) sling (elastic bandage) application,
 - r) Cramer's splint (transport splint) application,
 - s) Zimmer splint application,
 - t) dressing change,
 - u) puncture (traumatic lesions),
 - v) intramuscular injection,
 - w) intravenous injection,
 - x) intra-articular injection,
 - y) subcutaneous injection,
 - z) drip infusion connection (intravenous infusion),
 - aa) contrast administration,
 - bb) local anesthesia.

8. **Hospital procedures** shall include the organization and coverage of costs of the following:

- 1) preoperative medical consultation, i.e.:
 - a) medical examination,
 - b) ordering diagnostic tests required for a scheduled procedure,
 - c) confirmation or selection of procedure method in accordance with current medical knowledge,
 - d) information about the risk related to the procedure,
 - e) obtaining the insured person's written consent to the procedure,
 - f) issuing certificates, drug prescriptions or prescriptions for dressing materials,
- 2) procedures related to:
 - a) shoulder or arm injury,
 - b) elbow or forearm injury,
 - c) wrist or hand injury,
 - d) hip or thigh injury,
 - e) knee or lower leg injury,
 - f) tarsal joint or foot injury,
- 3) medical care and nursing care in a hospital,
- 4) materials used for the procedure,
- 5) hospital stay with full board.

9. The costs of procedures shall be covered provided that:

- 1) the insured person has been referred for the scheduled procedure, with diagnosis including one of the ICD-10 codes in the range from S40 to S99,
- 2) the procedure has not been carried out to save life in accordance with the Medical Rescue Act, and it is a scheduled procedure.

10. **Stationary rehabilitation** shall include the organization and coverage of costs of the following:

- 1) medical consultation concerning rehabilitation, including the following:
 - a) medical examination,
 - b) ordering the diagnostic tests required for the relevant musculoskeletal rehabilitation,
 - c) planning and conducting the therapeutic process in accordance with current medical knowledge,
 - d) issuing certificates, drug prescriptions or prescriptions for dressing materials,
- 2) conducting up to 5 treatments/exercises per day, carried out in the morning and afternoon cycles for 6 days a week, with respect to the following:
 - a) kinesitherapy,
 - b) physiotherapy,
 - c) hydrotherapy,
 - d) medical massage,
- 3) hospital stay with full board.

11. The liability of TU Europa S.A. shall include the organization and coverage of stationary rehabilitation costs, provided that the insured person stayed in the hospital due to the treatment of consequences of an accident and obtained a referral for stationary rehabilitation from the attending physician.

12. Stationary rehabilitation shall be conducted at a stationary hospital ward indicated by TU Europa S.A. or by the insured person upon prior consent of TU Europa S.A. Stationary rehabilitation shall be carried out for the insured person whose clinical condition prevents outpatient rehabilitation and who does not require 24-h medical supervision.

§ 47. Exclusions of liability in the insurance of medical treatment after returning home from foreign travel

1. TU Europa S.A. shall not be liable under § 7.
2. TU Europa S.A. shall not be liable for events caused by or related to the following:
 - 1) bodily injury existing before the insured person was covered by the insurance,
 - 2) any diseases unrelated to the accident covered by the insurance,
 - 3) the insured person's failure to undergo the recommended medical or diagnostic treatment recommended by a licensed physician,
 - 4) organ transplant, if the insured person was an organ transplant donor,
 - 5) breaches of OH&S regulations by the insured person,
 - 6) occupational disease of the insured person,
 - 7) congenital defects of the insured person and conditions resulting from such defects,
 - 8) maxillofacial surgery,
 - 9) secondary procedure,
 - 10) plastic and cosmetic surgery,
 - 11) any explosives,
 - 12) procedures carried out for diagnostic purposes (e.g. biopsy, puncture, specimen collection, investigative surgery).
3. Also, TU Europa S.A. shall not be liable for consequences of events related to the following:
 - 1) practicing high-risk sports,
 - 2) practicing extreme sports,
 - 3) practicing competitive sports,
 - 4) performing dangerous manual labor,
unless the insurance contract was extended to include these risks.
4. TU Europa S.A. shall not be liable for home consultations if intervention of ambulance service is required.
5. TU Europa S.A. shall not be liable for costs of medical services incurred at medical facilities or hospitals not indicated by the Emergency Call Center or at medical facilities or hospitals in the situation where the insured person did not obtain prior acceptance of the Emergency Call Center.
6. TU Europa S.A. shall not be liable for costs of medical services carried out by a physician being the insured person or close relative of the insured person.

7. Within the meaning this chapter, the following shall not be regarded as hospitals: psychiatric or rehabilitation hospitals, psychiatric or rehabilitation hospital wards, health care and curative facilities, nursing and care facilities, preventorium, social care facilities, psychiatric facilities, cancer hospices, recovery facilities, physical rehabilitation facilities or sanatoriums, medication, drug or alcohol rehabilitation centers.

§ 48. Procedure to receive the insurance benefit in the insurance of medical treatment after returning home from foreign travel

1. Irrespective of the obligations specified in § 8, which shall apply accordingly, in order to receive the insurance benefit, the insured person should call the Emergency Call Center as soon as possible but no later than within 72 hours from the event and notify the accident.
2. In order to receive the medical service, the insured person shall always contact the Emergency Call Center and submit the information required for the organization of medical services due to the insured person as part of the provided insurance coverage that is requested by the Emergency Call Center in order to organize the medical service.
3. The insured person shall deliver a request for the provision of medical services to the Emergency Call Center complete with the following:
 - 1) medical documentation containing the following: description of the injuries suffered, exact diagnosis,
 - 2) hospital certificate (hospital discharge summary),
 - 3) particulars of the witnesses of the event (if there were witnesses, and their particulars are known to the insured person),
 - 4) police reports on the event – if they have been prepared and are available to the insured person,
 - 5) referral from the attending physician, provided that it was prepared and that it is held by the insured person or that the insured person may acquire it in accordance with the Polish law.
4. Also, if it is necessary to use diagnostic tests and outpatient procedures, the insured person shall obtain the medical documentation indicating the diagnosis and justifying the given method of treatment.

§ 49. Principles for the payment of the insurance benefit under the insurance of medical treatment after returning home from foreign travel

1. If TU Europa S.A. acquires new information related to the determination of the legitimacy of the reported claims, the Emergency Call Center shall promptly inform the insured person about additional documents required to determine the liability of TU Europa S.A.
2. If the liability of TU Europa S.A. is acknowledged, the Emergency Call Center shall, in accordance with Table No. 5, notify the insured person about the time, place and detailed procedure for the provision of the medical service by the indicated medical facility.

Table No. 4 – Medical service provision period

Medical service	Service provision period
Specialist consultations	24 hours from the date of receipt of the notification by phone and receipt of the required documents
Home consultations	promptly/up to 6 hours from the receipt of the notification by phone and receipt of the required documents
Diagnostic tests and outpatient procedures	24 hours from the date of receipt of the notification by phone and receipt of the required documents
Hospital procedures	promptly in accordance with the indications of the attending physician and the referral for the procedure
Stationary rehabilitation	3 business days from the date of receipt of the notification by phone and receipt of the required documents

3. TU Europa S.A. shall cover the costs of the services by making a direct payment to the medical facility providing the given medical service or otherwise, as agreed with such medical facility.
4. If the insured person has to cover the costs on his/her own because the medical facility does not accept the method of payment in accordance herewith, TU Europa S.A. shall refund such costs to the insured person or to the person that incurred these costs.

Chapter XI. Final provisions

1. If other or additional provisions are contrary to the provisions hereof, the additional provisions or provisions other than the provisions hereof shall prevail.
2. To all matters not governed herein, the commonly binding Polish law shall apply.
3. Any disputes arising from the insurance contract may be settled amicably.
4. Claims arising from an insurance contract concluded based on these GTC may be filed with the court competent in accordance with legislation on general jurisdiction or by the court having jurisdiction over the place of residence of the policyholder or the insured person or the entitled person or heir of the insured person or of the heir of the entitled person.
5. The language used in the mutual relations between the policyholder and TU Europa S.A. shall be Polish.

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TU Europa S.A.

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activity issued by the Minister of Finance