



## General Terms and Conditions of Insurance

### Cancellation Costs

effective from January 13, 2021

code: OWU/16/166706/2020/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.	§8 of the GTC, §9 of the 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.	§6 of the GTC, §7 of the GTC, §9 of the GTC, §10 of the GTC

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# General Terms and Conditions of Insurance

## Cancellation Costs

approved by Resolution of the Management Board of Towarzystwo Ubezpieczeń Europa S.A. No. 29/12/20 of December 31, 2020.

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### § 1. General provisions

1. Under these **General Terms and Conditions of Insurance Cancellation Costs** 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.
2. The scope of insurance includes:
  - 1) **insurance of travel cancellation costs,**
  - 2) **insurance of travel interruption costs.**
3. The insurance contract may be concluded in the following variants:
  - 1) **100% Cancellation Costs,**
  - 2) **100% Max. Cancellation Costs.**
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) **terrorist attack** – individual or group criminal activity organized due to economic, political, ideological or religious reasons against people or property in order to create chaos, threaten population and disorganize public life as a result of which there were at least 3 casualties or at least 10 people were seriously injured;
- 2) **cultural event ticket** – ticket entitling the insured person to participate in a sports, artistic or entertainment event;
- 3) **travel ticket** – airplane, ferry, coach or train ticket; it is a travel document issued by the carrier or on its behalf, containing the terms and conditions of the contract and confirmation of travel status, which must include number and price as well as a clearly specified date and time of the departure and end of the travel;
- 4) **travel agency** – entrepreneur organizing a tourism event or acting as an intermediary in concluding tourism service agreements;
- 5) **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;



If you or your close relative is treated for chronic disease, like cancer, diabetes, high blood pressure, asthma or epilepsy, choose the 100% Max. Cancellation Costs variant or remember to include chronic disease in the 100% Max. Cancellation Costs variant. It will cover the costs connected with travel cancellation if – prior to or during the travel – your or your close relative's health condition deteriorates, which would lead to cancellation or interruption of the travel.

- 6) **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;
- 7) **infectious disease epidemic** – occurrence in a given area of infections or diseases in a number clearly greater than in the previous period, or the occurrence of infections or diseases that have not occurred so far. An infectious disease epidemic must be announced, including in the form of recommendations, warnings or messages in the media, by the state authorities of the country of destination or the Ministry of Foreign Affairs of the Republic of Poland or the Chief Sanitary Inspectorate or the World Health Organization or other national or international authorities;
- 8) **tourism event** – at least two tourism services constituting one program and included in joint price if they include accommodation or last more than 24 hours, and if the program foresees a change of place of stay; stay in rented houses, summer flats or apartments shall also constitute a tourism event;

- 9) **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 and preventing the travel;
- 10) **consequence of a chronic disease** – sudden, acute flare-up of chronic disease, including cancer, requiring immediate medical care, making it necessary to undergo treatment, preventing the travel;
- 11) **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, preventing the travel;
- 12) **close relative** – spouse, life partners, children, siblings, parents, grandparents, parents-in-law, grandchildren, son-in-law, daughter-in-law, stepfather, stepmother, stepson, stepdaughter;
- 13) **pandemic** – infectious disease epidemic that covers a large part of a continent or several continents; the pandemic is announced by the World Health Organization;
- 14) **travel** – period from the time of departure from the place of permanent residence until return to the same place;
- 15) **permanent health impairment** – bodily injury of the insured person caused by an accident covered by insurance, where permanent bodily injury shall mean the permanent loss of the structure or function of an organ or limb;
- 16) **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;
- 17) **insured person** – person with insurance coverage under the terms specified in the GTC;
- 18) **travel agreement** – tourism event participation agreement, cruise participation agreement, transport agreement, accommodation booking agreement, yacht rent/charter agreement, conference, training, course or workshops participation registration agreement, cultural event participation agreement, vehicle rental agreement;
- 19) **cultural event participation agreement** – agreement concluded with the cultural event organizer within the scope of participation in cultural event confirmed with a ticket for the said cultural event;
- 20) **tourism event participation agreement** – tourism event participation agreement concluded with a travel agency;
- 21) **loss of job** – the following events are considered as the loss of job:
  - a) termination by the employer of the employment contract concluded for an indefinite or definite period of time, if such termination took place for reasons not attributable to the employee,
  - b) termination of the employment contract by the employer without notice and without the fault of the employee within the meaning of the labor law,
  - c) termination of the employment contract by mutual agreement if the reasons for such termination did not concern the employee,
  - d) termination of working and remuneration conditions within the framework of employment under the employment contract (submission of notice of change to an employee employed under the employment contract),
  - e) covering an employee employed on the basis of an employment contract with economic downtime, referred to in Article 15 gb section 1 point 2 of the Act of March 2, 2020 on special solutions for preventing, counteracting and combating COVID-19, other infectious diseases and crisis situations caused by them;
- 22) **travel companion:**
  - a) a person who booked a travel together with the insured person, whose data are included in the same booking document,
  - b) a person who booked a travel together with the insured person, whose data are included in another booking document, but they are included in the same Cancellation Costs insurance contract, whereby payment of compensation may be made for a maximum of 10 travel companions indicated by the policyholder; subpoint b) is not applicable to group insurance contracts;
- 23) **cultural event** – sports, artistic or entertainment event;
- 24) **random event** – fire, torrential rain, flood, lightning strike, hurricane, land slide, explosion, aircraft crash, flooding, hail, earthquake;
- 25) **insured event** – event covered by the protection, constituting the basis for the cancellation of travel or interruption of travel, specified in § 9, which took place during the period of protection.

### § 3. Insurance contract

1. The insurance contract shall be concluded upon request of the policyholder.
2. The insurance contract shall be deemed to be concluded upon the acceptance of the offer by the policyholder.
3. 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. The insurance contract **in the 100% Cancellation Costs variant** may be concluded within the following dates, depending on the number of days between the date of conclusion of the travel agreement and the date of commencement of travel:

Number of days between the date of concluding the travel agreement and the commencement date of travel	Insurance contract conclusion date
More than 30 days	Within <b>10 days</b> following the date of conclusion of the travel agreement
30 days or less	Within <b>3 days</b> from the date of concluding the travel agreement, but no later than 7 calendar days prior to the commencement date of travel

5. The insurance contract in the **100% Max. Cancellation Costs variant** may be concluded within the following dates, depending on the number of days between the date of conclusion of the travel agreement and the date of commencement of travel:

Number of days between the date of concluding the travel agreement and the commencement date of travel	Insurance contract conclusion date
More than 30 days	Within <b>3 days</b> following the date of conclusion of the travel agreement
30 days or less	<b>On the day of concluding the travel agreement</b> , but no later than within 7 calendar days prior to the commencement date of travel



The above table provides information when you can buy a Cost Cancellation insurance.

## § 4. Insurance premium

- The insurance premium shall be paid by the policyholder.
- The amount of the insurance premium is set depending on:
  - scope of insurance,
  - insurance variant,
  - sum insured in accordance with the GTC.
- The premium should be paid simultaneously with the conclusion of the insurance contract, no later than on the contract conclusion date, unless the parties agree otherwise in the contract.
- The premium shall be collected in PLN.
- If the policyholder pays the premium:
  - 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.,
  - 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 indicated for payment, 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.
- After paying an additional premium, the liability of TU Europa S.A. in the **100% Resignation Costs** variant is extended by the risks specified in the GTC, arising in connection with:
  - COVID-19 disease in: the insured person, close relative of the insured person, travel companion, close relative of the travel companion, 2) the consequence of chronic disease in: the insured person, close relative of the insured person, travel companion, close relative of the travel companion.
- TU Europa S.A. may apply premium reductions in relation to concluding an insurance contract on the basis of these GTCs together with other insurance of TU Europa S.A. and reductions within promotional campaigns organized by it.

## § 5. Insurance period, coverage period

- The insurance period is indicated in the insurance contract, confirmed by the policy.
- The coverage period begins on the date following the date of conclusion of the insurance contract, but not earlier than on the day following the date of the premium payment.
- The coverage period shall end:
  - in the case of **travel cancellation costs insurance**: at the hour and on the date specified as the commencement of travel in the travel agreement,
  - in the case of **travel interruption costs insurance**: when the travel is over.
- In any case the coverage period shall expire:
  - upon exhaustion of the sum insured,
  - upon withdrawal from the insurance contract by the policyholder,
  - upon lapse of the insurance period specified in the insurance contract,

depending on which of the aforementioned events occurs first.

## § 6. Sum insured

1. The sum insured shall be the upper liability limit of TU Europa S.A.



If you want to insure a couple of separate expenses (incurred on the same day), incurred in relation to travel, for example accommodation, flight ticket, then the aggregate cost shall be the sum insured. Remember that the maximum amount of travel may not exceed PLN 35,000 per person. Otherwise, each of these expenses requires a separate insurance contract.

2. In case the price specified in the travel agreement is in other currency than PLN, the sum insured shall be converted to PLN at the exchange rate of the National Bank of Poland (NBP) applicable at the end of the day preceding the day of conclusion of the insurance contract.

3. The sums insured are indicated in Table No. 1:

Table No. 1.

Scope of insurance	Sum insured per person
Travel cancellation costs insurance, travel interruption costs insurance, including booking changes of the tourism event	Price of the tourism event/cruise/travel ticket/transport/accommodation/lease/yacht charter/conference/training/course/workshops/cultural event ticket/vehicle rental not exceeding the amount of PLN 35,000 PLN 1,000

## § 7. Responsibilities of the policyholder and insured

1. The policyholder is obliged to inform TU Europa S.A. about all circumstances known to it, which TU Europa S.A. asked about before concluding the insurance contract. If the policyholder concludes the contract through a representative, this obligation is also incumbent on the representative and includes the circumstances known to it. If TU Europa S.A. concludes the insurance contract despite the lack of answers to the particular questions, the omitted circumstances shall be considered irrelevant.
2. During the term of the insurance contract, the policyholder is obliged to notify TU Europa S.A. of any changes in the circumstances referred to in section 1 immediately after being informed about them.
3. In the event of conclusion of an insurance contract for the account of a third party, the obligations defined in the preceding sections of this paragraph shall be borne both by the policyholder and the insured person, unless the insured person did not know that the contract was concluded for its account.
4. TU Europa S.A. shall not be liable for the consequences of circumstances which, in breach of the preceding sections of this paragraph, were not communicated to it. If the breach of the preceding sections of this paragraph is intentional, in the case of any doubts it shall be assumed that the insured event provided for in the contract and the effects of such event result from the circumstances referred to in the preceding sentence.

## § 8. Subject of the insurance

1. The subject of the insurance is the risk of incurring by the insured person the travel agreement cancellation costs or costs of travel interruption due to the necessity of earlier return from the travel for reasons listed in § 9.
2. The costs of interrupting the travel include the part of the benefits resulting from the travel agreement, which the insured person will not use for the reasons mentioned in § 9, because:
  - 1) it will cancel the travel in its duration and return to the country of residence and will not continue the travel, or
  - 2) during the travel it was hospitalized,subject to section 3.
3. If only travel tickets are covered by the insurance, in the case of interrupted travel the benefit is paid in the amount of the price of the unused travel ticket. If the travel ticket includes a round trip and the price of the return ticket is not known, the benefit is paid out at the equivalent of half the price of the travel ticket.
4. If the insured person interrupts its travel for reasons listed under § 9, TU Europa S.A. shall reimburse it for the costs of return transport to the place of the insured person's permanent residence indicated in the travel agreement – if the travel agreement covered them and the insured person cannot use the means of transport provided under the travel agreement – up to the maximum amount of the costs for return transport provided for in the travel agreement.

5. The subject of the insurance covers also the costs incurred by the insured person in connection with changing the reservation of a tourism event in the case the necessity to change the reservation of a tourism event results from reasons mentioned in § 9, up to PLN 1,000.

## § 9. Scope of insurance

TU Europa S.A. shall ensure the payment of insurance benefit in the amount of up 100% of evidenced expenses incurred by the insured person for tourism event, cruise, travel ticket, transport, accommodation, yacht lease/charter, conference, course, training, workshops, cultural event ticket, vehicle rental, respectively, and which were lost according to the relevant agreements concluded by the insured person provided that the travel was canceled/interrupted for reasons listed in Table No. 2, preventing the travel.

Table No. 2.

Reasons for travel cancellation or interruption	Cancellation Costs	100% Max Cancellation Costs
	100%	
1) Sudden illness of the insured person or travel companion, not likely to recover from until the date of commencement of the travel or occurring during the travel		✓
2) Sudden illness of the close relative of the insured person or travel companion, requiring immediate hospitalization and not likely to recover from until the date of commencement of the travel or occurring during the travel		✓
3) Accident of the insured person or travel companion causing significant limitation of mobility independence of the insured person or travel companion, i.e. inability to move or perform self-care activities without assistance of other persons and not likely to recover from until the date of commencement of the travel or occurring during the travel		✓
4) Accident of the close relative of the insured person or travel companion resulting in immediate hospitalization and not likely to recover from until the date of commencement of the travel or occurring during the travel		✓
5) Complications relating to pregnancy of the insured person, travel companion, wife or life partner of the insured person, wife or life partner of the travel companion, occurring before the 32nd week of pregnancy, provided that at the time of concluding the travel agreement the insured person, travel companion, wife or life partner of the insured person, wife or life partner of the travel companion was before the 10th week of pregnancy		✓
6) Specifying the date of childbirth to the insured person or travel companion by attending physician provided that the date of childbirth is during the travel and was not known at the time of the travel agreement or insurance contract conclusion		✓
7) Death of the insured person or travel companion, including as a result of chronic disease and COVID-19		✓
8) Death of the close relative of the insured person or close relative of the travel companion, which occurred within 45 days directly preceding the departure date or during the travel, including as a consequence of a chronic disease, COVID-19 disease, suicide		✓
9) Damage to property of the insured person, close relative of the insured person or travel companion, which occurred as a result of a fortuitous event or being a consequence of burglary, which causes that the insured person, close relative of the insured person or travel companion has to perform legal actions, including administrative actions		✓
10) Loss of job by the insured person or travel companion, as defined in § 2, provided that on the day of concluding the insurance contract the insured person or travel companion was employed on the basis of an employment contract concluded for an indefinite period of time or worked for at least 6 months on the basis of an employment contract for a fixed period of time		✓
11) Specifying the date of employment commencement to the insured person or travel companion by the employer which is the same as the date of commencement or		✓



duration of the travel when the insured person or travel companion was registered at the Labor Office as an unemployed person on the date of the insurance contract conclusion		
12) <b>Theft of documents of the insured person or travel companion</b> necessary for the execution of the travel agreement: passport, ID card, visa, provided that the theft took place within 30 days immediately preceding the date of departure and was reported to the relevant authorities		✓
13) <b>Damage to property, evidenced by the police, occurred due to traffic accident of the insured person or travel companion</b>		✓
14) <b>Theft of a vehicle belonging to the insured person or travel companion, evidenced by the police</b> , which causes that the insured person or travel companion has to perform legal and administrative actions in the place of permanent residence of the insured person or travel companion		✓
15) <b>Receipt of a summon or information about divorce proceedings by the insured person or travel companion</b>		✓
16) <b>Receipt of a summon to court by the insured person or travel companion</b> when the appearance of the insured person or travel companion in the court is obligatory		✓
17) <b>Specifying for the insured person or travel companion a date of a re-sit examination</b> at school or university, which has to be passed to continue education, which date is to be the same as the date of commencement or duration of the travel provided that the date of the re-sit examination was not known at the time of the travel agreement or insurance contract conclusion		✓
18) <b>Damage to property of the employer of the insured person or employer of the travel companion</b> , which occurred as a result of a fortuitous event or being a consequence of burglary, within 10 days directly preceding the departure date, which causes that the insured person or travel companion has to perform legal, administrative actions and has to be present in the country of residence during the planned travel provided that the insured person or travel companion is part of the management personnel of the employer		✓
19) <b>Specifying for the insured person or travel companion a date of sanatorium treatment</b> under the National Health Fund, Social Insurance Institution, if the insured person was awaiting for setting such a date and received notification about setting the date corresponding to the date of planned travel		✓
20) <b>Sudden COVID-19 illness of the insured person, travel companion, confirmed by a test and a medical certificate, not likely to recover from until the date of commencement of the travel or occurring during the travel</b>	After paying an extra premium	✓
21) <b>Sudden COVID-19 illness of the close relative of the insured person or travel companion, confirmed by a test and a medical certificate, requiring immediate hospitalization and not likely to recover from until the commencement of the travel or occurring during the travel</b>	After paying an extra premium	✓
22) <b>Sudden illness of the insured person or travel companion, resulting from a chronic disease, not likely to recover from until the date of commencement of the travel or occurring during the travel</b>	After paying an extra premium	✓
23) <b>Sudden illness of the close relative of the insured person or travel companion, resulting from a chronic disease, requiring immediate hospitalization, and not likely to recover from until the date of commencement of the travel or occurring during the travel</b>	After paying an extra premium	✓

24) <b>Terrorist attack</b> which occurred no earlier than 30 days before the travel was commenced, in the country being the insured person's destination excluding Afghanistan, Algeria, Palestinian National Authority and West Bank, Burkina Faso, Democratic Republic of the Congo, Egypt, the Philippines, Honduras, Indonesia, Iraq, Iran, Yemen, Kenya, South Korea, North Korea, Crimea, Libya, Lebanon, Malaysia, Morocco, Nigeria, Pakistan, Somalia, the Gaza Strip, Syria, Tunisia, Turkey, Venezuela, Ivory Coast, Ukraine – Donetsk Oblast and Luhansk Oblast, provided that the terrorist attack occurred maximum within 250 km radius from the travel destination of the insured person and that the tourism event organizer did not offer the insured person an alternative tourism event in a country where terrorist attacks do not occur; this reason does not apply to the travel interruption costs insurance	×	✓
25) <b>Receiving a proposal for adoption of a child by the insured person or travel companion who participates in the procedure of adoption of a child</b>	×	✓
26) <b>Receiving a cap by the insured person or travel companion, for a competition that take place during the travel.</b>	×	✓

## § 10. Exclusions of liability

Before purchasing the insurance, make sure to read this paragraph to know the events for which our company is not liable.



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, close relative of the insured person, travel companion or close relative of the travel companion having used or being under the influence of alcohol within the meaning of the regulations on upbringing in sobriety and prevention of alcoholism, or 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, unrest, riots, martial law, acts of terror or sabotage, participation of the insured person, close relative of the insured person, travel companion or close relative of the travel companion in illegal strikes; the exclusion shall not apply to the insurance of costs of travel cancellation due to the acts of terror, which occurred no earlier than 30 days before the travel was commenced, in the country being the insured person's destination excluding Afghanistan, Algeria, Palestinian National Authority and West Bank, Burkina Faso, Democratic Republic of the Congo, Egypt, the Philippines, Honduras, Indonesia, Iraq, Iran, Yemen, Kenya, South Korea, North Korea, Crimea, Libya, Lebanon, Malaysia, Morocco, Nigeria, Pakistan, Somalia, the Gaza Strip, Syria, Tunisia, Turkey, Venezuela, Ivory Coast, Ukraine – Donetsk Oblast and Luhansk Oblast, provided that the terrorist attack occurred maximum within 250 km radius from the travel destination of the insured person and that the tourism event organizer did not offer the insured person an alternative tourism event in a country where terrorist attacks do not occur,
- 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, close relative of the insured person, travel companion or close relative of the travel companion following an accident,
- 5) attempt to commit a crime or committing a crime by the insured person, close relative of the insured person, travel companion or close relative of the travel companion, with the exclusion of an unintentionally caused traffic accident,
- 6) suicide attempt, suicide, intentionally self-inflicted injuries or injuries inflicted upon the request of the insured person, close relative of the insured person, travel companion or close relative of the travel companion, exclusion of liability within the scope of damage resulting from the suicide attempt referred to in the preceding sentence, shall not apply to a situation when the reason for cancellation or interruption of travel is death of a close relative of the insured person or close relative of the travel companion resulting from the suicide attempt,
- 7) driving a mechanical vehicle by the insured person, close relative of the insured person, travel companion or close relative of the travel companion without required licenses,
- 8) participation of the insured person, close relative of the insured person, travel companion or close relative of the travel companion in a flight as a pilot, crew member or passenger on an aircraft operated by unlicensed airlines,
- 9) alcoholism,
- 10) mental illness of the insured person, close relative of the insured person, travel companion or close relative of the travel companion,
- 11) deliberate action of the insured person or of a person living together with the insured person, gross negligence of the insured person, unless the payment of insurance benefit in the given circumstances is in line with the fairness considerations,

- 12) circumstances of Force Majeure (i.e. an accidental or natural (elemental) event which is unavoidable and which is beyond human control, to which belong catastrophic natural events), or extraordinary disruptions of community life, such as war, national riots, as well as infectious disease epidemics, pandemics, whose actions resulted in cancellation, rescheduling or interruption of travel,
  - 13) cancellation, change of the date or interruption of the tourism event, cruise, conference, training, course, workshops, cultural event by the organizer,
  - 14) flight, departure cancellation or change of date, for whatever reason,
  - 15) bankruptcy or default of the tourism event organizer, intermediary in the sale of tourism event, carrier, entity offering accommodation, conference/training/course/workshops/cultural event organizer, vehicle rental services entity, unless this has no impact on the occurrence of the insured event.
2. Unless the scope of insurance was extended after paying the extra premium, in the **100% Cancellation Costs** variant, TU Europa S.A. shall not be liable for the damage resulting from the COVID-19 disease in the insured person, close relative of the insured person, travel companion or close relative of the travel companion. The exclusion of the liability within the scope of damage resulting from the COVID-19 disease specified in the previous sentence, shall not apply to the **100% Max Cancellation Costs** variant and/or to a situation when the reason for cancellation or interruption of travel is death of the insured person, travel companion, close relative of the insured person or closed relative of the travel companion attributable to the COVID-19 disease.
  3. Unless the scope of insurance was extended after paying the extra premium, in the **100% Cancellation Costs** variant, TU Europa S.A. shall not be liable for the damage resulting from the chronic disease of the insured person, close relative of the insured person, travel companion or close relative of the travel companion. The exclusion of the liability within the scope of damage resulting from chronic diseases specified in the previous sentence, shall not apply to the **100% Max Cancellation Costs** variant and/or to a situation when the reason for cancellation or interruption of travel is death of the insured person, travel companion, close relative of the insured person or closed relative of the travel companion attributable to the chronic disease.
  4. TU Europa S.A. shall not be liable for damage arising in connection with:
    - 1) medical contraindications to travel, which the insured person or travel companion knew about prior to the conclusion of the insurance contract,
    - 2) a situation when at the moment of conclusion of the insurance contract there are indications for a surgery or hospital treatment with respect to the insured person, close relatives of the insured person or travel companion,
    - 3) complications related to pregnancy of the close relative of the insured person (other than the wife or life partner of the insured person, wife or life partner of the travel companion), close relative of the travel partner,
    - 4) childbirth of the close relative of the insured person, close relative of the travel companion,
    - 5) complications relating to the pregnancy of the insured person, travel companion, after the 32nd week of pregnancy,
    - 6) the insured person' or travel companion's failure to undergo vaccinations or other preventive procedures required by the administrative provisions of countries which are travel destinations of the insured person.
  5. The insurance does not cover costs incurred by the insured person, not resulting from the price of travel.

**i** Remember that the insurance does not provide reimbursement for the costs incurred for visas, vaccinations associated with travel.

6. TU Europa S.A. shall not reimburse for the costs of an unused ticket to a cultural event in case the insured person was not allowed to enter the premises of the cultural event by its organizer, in particular if the insured person was under influence of alcohol or other narcotics or psychoactive drugs.
7. TU Europa S.A. shall no be liable for the termination of employment relationship in case it was caused for reasons attributable to the employee within the meaning of the provisions of the labor code.
8. TU Europa S.A. shall not be liable if the policyholder or the insured person provided false information or withheld information, providing answers to questions asked by TU Europa S.A. prior to concluding the insurance contract, and the insured event occurred within three years from concluding the insurance and as a result of and in an appropriate relation to any of the circumstances asked by TU Europa S.A.
9. The liability of TU Europa S.A. shall not cover the compensation for suffered pain, physical suffering and moral suffering.

## § 11. Procedure for receipt of the insurance benefit

1. To receive the insurance benefit, the insured person should:
  - 1) **within 3 days from the date of the event** at the latest, immediately inform the supplier of a tourism event, cruise, travel ticket, transport, accommodation, yacht charter, conference, training, course, workshops, cultural event ticket, vehicle rental about the occurrence of an insured event covered by the travel cancellation costs insurance or travel interruption costs insurance,

**i** Remember that in the case when you cannot travel or continue your travel you should inform immediately (no later than within 3 days) the travel organizer, carrier, workshops and conference organizer that you will have to cancel or interrupt the service, and submit a damage notice to TU Europa S.A. (within 7 days at the latest).

- 2) within **7 days from the day of the event** submit to TU Europa S.A. a notice on the occurrence of the insured event/request for insurance benefit payment: electronically via TU Europa S.A. website, by phone or by mail, attaching documents necessary to establish the liability of TU Europa S.A. or the amount of compensation; the list of documents is available at TU Europa S.A. website,
  - 3) use all means available to it to prevent and reduce the damage,
  - 4) enabling TU Europa S.A. to carry out the actions necessary to determine the circumstances in which damage occurred and the legitimacy and amount of the claim,
  - 5) comply with the recommendations of TU Europa S.A., provide information and necessary power of attorneys.
2. If the obligations specified in section 1 point 2) are breached deliberately or due to gross negligence, TU Europa S.A. may reduce the benefit to such an extent to which the breach has contributed to the increase in the damage or prevented TU Europa S.A. from establishing the circumstances and consequences of the event.
  3. 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.
  4. 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.
  5. 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.
  6. Providing false or incomplete information by the claimant requesting the payment of the insurance benefit or by the beneficiary 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.

## § 12. Principles for the payment of the insurance benefit

1. Within 7 days of the day of receipt of the notice on the insured 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 insurance benefit shall be paid within 30 days of the date of TU Europa S.A. receiving the notice on the insured event.
3. 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.
4. 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 withholding the payment of the insurance benefit until the missing documentation is added or for the refusal to pay the insurance benefit if the missing documentation is not added.

**i** While reporting the claim, try to provide us with all documents necessary for claim examination. Thus, the process and compensation payment will be expedited.

5. The insurance benefit shall be paid in PLN, and it shall be an equivalent of the amounts in foreign currencies, documented with the proofs of incurred costs, 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.
6. The insurance benefit shall be paid only based on the submitted documents.
7. The amount of the insurance benefit paid cannot be higher than the sum insured.
8. 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 benefit paid to the insured person.

9. The amount of insurance benefit for the unused part of the travel is expressed as a percentage of the travel price, which is the ratio of the number of days following the day of interruption of the travel to the end of the travel to the number of days of the entire travel provided for in the travel agreement, subject to the provisions of section 10.



**Example:** If you buy a trip for a travel from July 1 to 10 to Greece and you paid for it PLN 10,000, then in case the travel is interrupted on July 6, you have the right to receive a benefit in the amount of PLN 4,000 for the unused part of the travel.

10. If only travel tickets are covered by the insurance, in the case of interrupted travel the benefit is paid in the amount of the price of the unused travel ticket. If the travel ticket includes a round trip and the price of the return ticket is not known, the benefit is paid out at the equivalent of half the price of the travel ticket.

## § 13. 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.:
  - 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](http://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](http://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. Up-to-date information about the entity entitled to conduct the above proceedings is available on the website: <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 County 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.

## § 14. 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.

## **§ 15. 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.

## **§ 16. 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.
6. TU Europa S.A. shall have the right to verify the presence of the policyholder, insured person or person entitled under the insurance contract on lists of persons, groups or entities that are subject to financial sanctions or suspected of terrorism, terrorists or members of terrorist organizations (the so-called sanction lists). If it turns out that a given person is on the sanction list, TU Europa S.A. shall apply specific restrictive measures and inform the relevant state authorities.
7. TU Europa S.A. represents that it has the status of a large entrepreneur within the meaning of the Act of March 8, 2013 on counteracting excessive delays in commercial transactions.




# EUROPA

UBEZPIECZENIA

## Towarzystwo Ubezpieczeń Europa S.A.

53-413 Wrocław, ul. Gwiazdzista 62

### Customer Service Office

 801 500 300, +48 71 36 92 887

 bok@tueuropa.pl

 [tueuropa.pl](https://tueuropa.pl)

Towarzystwo Ubezpieczeń Europa S.A.

District Court for Wrocław-Fabryczna in Wrocław, KRS 0000002736, NIP 895 10 07 276

Share capital registered and paid-up: PLN 37,800,000

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