



General Terms and Conditions  
of **Cancellation Costs Insurance**

effective as of January 13, 2022  
code: OWU/16/176379/2021/M

Index prepared in accordance with the Regulation of the Minister of Finance of December 16, 2015 (Dz.U. [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	The preconditions whose occurrence obligates the insurance company to the payment of benefits/compensation or the buyout value	§8 of GTC, §9 of GTC
2	Limitations and exclusions of liability of the insurance company which entitle the insurance company to refuse the payment of benefits/compensation or to reduce them	§6 of GTC, §7 of GTC, §9 of GTC, §10 of GTC

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# General Terms and Conditions of Cancellation Costs Insurance

approved by Resolution of the Management Board of Towarzystwo Ubezpieczeń Europa S.A. No. 13/12/21 of December 22, 2021  
code: OWU/16/176379/2021/M  
effective as of January 13, 2022

## § 1 Preliminary provisions – general information about the insurance

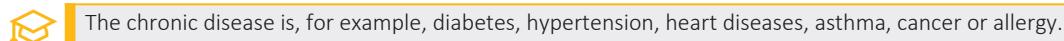
1. Under the **General Terms and Conditions of Cancellation Costs Insurance**, hereinafter referred to as the GTC, we (we, Towarzystwo Ubezpieczeń Europa Spółka Akcyjna, with its registered office in Wrocław, hereinafter referred to as TU Europa S.A., are the insurer) conclude an insurance contract with policyholders.
2. The insurance contract covers:
  - 1) **travel cancellation costs insurance**;
  - 2) **travel interruption costs insurance**.
3. The policyholder can choose one of two insurance options:
  - 1) **100% Cancellation Costs**;
  - 2) **100% Cancellation Costs Max**
4. The GTC also apply to the conclusion of insurance contracts by means of distance communication.

## § 2 Glossary – what do the terms used in the GTC mean?

Below you will find explanations of the terms used in the GTC

1. **act of terrorism** – individual or group criminal actions that are organized for economic, political, ideological or religious motives. Terrorists target people or property to create chaos, intimidate the population and disorganize public life. The act of terrorism is an act that results in at least 3 deaths or at least 10 serious injuries;
2. **cultural event ticket** – a ticket which entitles you to attend a sporting, artistic or entertainment event;
3. **travel ticket** – plane, ferry, coach, train ticket. This is a travel document that is issued by a carrier or a distributor – on its behalf. The travel ticket contains contract terms and conditions as well as confirmation of travel status, number and price, and a clearly stated date and time of departure (flight departure, ship departure) and end of travel. A round-trip ticket is a ticket for which one round-trip fare is paid;
4. **chronic disease** – a disease that has at least one of the following characteristics: it is permanent, results in disability, is caused by irreversible pathological changes, requires special rehabilitation or requires a long period of supervision, observation or care;

 If you or any of your close relatives are undergoing treatment for a chronic disease, such as cancer, diabetes, hypertension, asthma, epilepsy, choose the 100% Cancellation Costs Max option, or remember to extend the 100% Cancellation Costs insurance to cover chronic diseases. As a result, the travel cancellation costs will be covered if your or your close relatives' health deteriorates before or during the travel and you would have to cancel or cut your travel short due to that reason.

 The chronic disease is, for example, diabetes, hypertension, heart diseases, asthma, cancer or allergy.

5. **mental illness** – disease described in the ICD-10 International Statistical Classification of Diseases and Related Health Problems as mental and behavioral disorders (code: F00–F99). Also the depression and neurosis are considered to be the mental illness;
6. **infectious disease epidemic** – occurrence of infections or cases of an infectious disease in a given area in numbers markedly greater than in a previous period, or occurrence of infections or infectious diseases not previously present. The infectious disease epidemic must be announced, including in the form of recommendations, warnings or announcements in the mass media, by the state authorities of the country of travel 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;
7. **package travel** – at least two tourist services that form a uniform program and are included in one price if they cover accommodation or last more than 24 hours or if the program provides for a change of place of stay; package travels also include stays in rented houses, holiday apartments or suites;
8. **quarantine** – individual seclusion of a healthy insured who has been exposed to Covid-19 to prevent the spread of the disease. The quarantine, as defined in the GTC, is a quarantine imposed **individually** on a healthy insured due to contact with a person who has Covid-19. The quarantine under the GTC is not a quarantine imposed on you:
  - 1) because you stay at your travel destination or a place you are passing through, or
  - 2) because you were in a defined geographical area (a particular country, region, voivodeship, municipality, city or part thereof), or
  - 3) because you were on board a quarantined vessel, or
  - 4) while traveling abroad (i.e. traveling outside the country of your residence) by an authorized entity of your country of residence.The quarantine must be evidenced by a document issued by an authorized entity that will include the dates of quarantine;
9. **sudden illness** – a medical condition that has all of the following characteristics:
  - 1) occurred suddenly
  - 2) does not depend on your will;
  - 3) endangers your health or life;
  - 4) requires immediate medical attention and treatment;
  - 5) prevents you from traveling;
10. **chronic disease consequence** – a sudden flare-up of a chronic disease preventing you from traveling that requires immediate medical attention and treatment;

11. **accident** – an event that has all of the following characteristics:

- 1) occurred suddenly;
- 2) does not depend on your will;
- 3) occurred due to external reason;
- 4) is not related to any of your diseases;
- 5) is a direct and sole reason for permanent impairment of your health or results in your death;
- 6) prevents you from traveling;

12. **close relative** – husband or wife, partner, child, siblings, parent, grandfather or grandmother, father-in-law or mother-in-law, grandchild or granddaughter, son-in-law, daughter-in-law, stepfather, stepmother, stepson, stepdaughter

13. **pandemic** – an infectious disease epidemic that covers much of a continent or several continents. The pandemic is declared by the World Health Organization;

14. **travel** – the period that covers the time from departure from the place of permanent residence to the return to that place;

15. **permanent health impairment** – damage to your body caused by an accident covered by the insurance;

16. **policyholder** – a person who concluded the insurance contract with us under the GTC and must pay a premium. The policyholder is a natural or legal person or an organizational unit which does not have legal personality and who/which:

- 1) has a place of residence or registered office of the organizational unit covered by the insurance contract in the territory of the Republic of Poland, or
- 2) has a place of residence or registered office of the organizational unit covered by the insurance contract outside the territory of the Republic of Poland, if the insurance contract related to the travel is concluded for a period not longer than 4 months;

17. **insured** – the person covered by the insurance, i.e. you. We insure you under the GTC;

18. **travel contract** – a package travel contract, a cruise contract, a contract of carriage, an accommodation booking contract, a yacht rental/charter contract, a conference registration contract, a training registration contract, a workshops registration contract, a cultural event contract, a vehicle rental contract;

19. **cultural event contract** – a contract with the organizer of a cultural event for participation therein, confirmed by a cultural event ticket;



The cultural event is, for example, a concert, a theater performance, a film festival, a match.

20. **package travel contract** – a contract with a travel agency that covers your participation in a package travel;

21. **loss of employment:**

- 1) termination of the employment contract concluded for an indefinite or definite period of time with notice by the employer, if such termination is for reasons not attributable to the employee;
- 2) termination of the employment contract by the employer without notice and without fault of the employee within the meaning of the labor law;
- 3) termination of the employment contract by mutual consent of the parties, if the reasons for such termination did not concern the employee;
- 4) termination of terms and conditions of employment and pay in the context of employment under the employment contract (giving a change notice to an employee employed under the employment contract);
- 5) covering an employee employed under the employment contract with economic downtime, as referred to in Article 15 gb, section 1, point 2 of the Act of March 2, 2020 on special solutions related to preventing, counteracting and combating COVID-19, other infectious diseases and crisis situations caused by them;

22. **co-traveler:**

- 1) a person who booked the travel with you and whose data appear in the same booking document;
- 2) a person who booked the travel with you and whose data appear in a different booking document but are included in the same insurance contract;
- 3) a close relative who booked the travel with you and whose data appear in a different booking document;

point 2) does not apply to insurance contracts which are concluded for the account of a third party by the policyholder that is the entrepreneur organizing the travel;

23. **cultural event** – a sporting, artistic or entertainment event;

24. **road accident** – a traffic event involving at least one vehicle, as a result of which the insured or a co-traveler suffered bodily injury or death;

25. **fortuitous event** – fire, torrential rain, flood, lightning strike, hurricane, land slide, explosion, aircraft crash, flooding, hail, earthquake;

26. **insurance event** – cancellation or interruption of the travel by you which occurred during the coverage period due to the reasons specified in § 9 of the GTC, as a result of which you incurred the travel-related costs referred to in § 8 and 9 of the GTC.

### § 3 Insurance contract – when and with whom concluded?

1. We conclude the insurance contract with the policyholder at the policyholder's request.
2. We deem the insurance contract concluded when the policyholder accepts our offer.
3. Where the policyholder concludes the insurance contract for the benefit of another person or persons, the policyholder is required to deliver the GTC to that person or those persons prior to the conclusion of the insurance contract.
4. The insurance contract can be concluded for maximum 10 persons. The limitation concerning the maximum number of the insured does not apply to insurance contracts which are concluded for the account of a third party by the policyholder that is the entrepreneur organizing the travel.
5. We may conclude the insurance contract within the following time limits:

#### Table No. 1 – When can the insurance be purchased?

If on the date of the travel contract, the travel is to start in:	100% Cancellation Costs option	100% Cancellation Costs Max option
more than 30 days	the insurance can be purchased on the date of the travel contract and within the next 10 days	the insurance can be purchased on the date of the travel contract and within the next 3 days
30 days or less		the insurance can only be purchased on the date of the travel contract



The date of the travel contract is the date when the travel contract is signed.

## § 4 Insurance premium – what does it depend on and when should it be paid?

1. We will indicate the amount of the insurance premium when we receive the following information: insurance coverage, date of the travel, option and sum insured.
2. The premium must be paid at the time of conclusion of the insurance contract.
3. If the policyholder pays the premium in cash, we deem the date of the premium payment to be the date of payment to our authorized representative.
4. If the premium is received by wire transfer to our bank account, the date of the premium payment is the date we posted the payment.
5. If the policyholder pays the premium with a payment card, we deem the date of the premium payment to be the date when the policyholder's bank authorizes the payment.
6. We apply an extra premium if you conclude the insurance contract 7 days or less before the start of your travel.
7. Upon payment of the additional premium, our liability under the 100% Cancellation Costs option is extended by the risks specified in the GTC, arising in connection with
  - 1) **contracting Covid-19 by:** you, your close relative, your co-traveler, your co-traveler's close relative, and the **mandatory quarantine related to Covid-19** contracted by: you, your children, your co-traveler, your co-traveler's children;
  - 2) **a chronic disease consequence for:** you, your close relative, your co-traveler, your co-traveler's close relative.

## § 5 Insurance period, our coverage – how long does it last?

**i** You will be covered by the insurance for the period of time specified in your policy.

1. The insurance period is indicated in the policy.
2. The coverage, subject to section 3, will start at the earliest on the day following payment of the insurance premium, to which you agree.
3. The policyholder agrees to provide coverage even before the expiry of the period of withdrawal from the insurance contract.
4. The coverage period ends:
  - 1) for travel cancellation costs insurance: on the date and at the time specified as the start of the travel in the travel contract;
  - 2) for travel interruption costs insurance: at the moment when the travel ends.
5. Our coverage expires immediately when one or more of the following events occur:
  - 1) the sum insured gets exhausted;
  - 2) the policyholder withdraws from the insurance contract;
  - 3) the insurance period specified in the insurance contract ends.

**i** Remember that in the situations described in section 5 points 1)–2) the insurance ends earlier than on the date indicated in the confirmation of the insurance contract conclusion.

## § 6 Sum insured – what is it and how does it work?

1. The sum insured is the maximum amount we can pay in total from your insurance.

**i** If you want to insure several separate expenses (purchased on the same day) incurred in connection with the travel, e.g. accommodation and plane ticket, then indicate their total cost as the sum insured. Remember that the maximum travel cost cannot exceed PLN 35,000 per person. Otherwise, each of these expenses requires a separate insurance contract.

2. The sum insured is fixed and does not change during the insurance period. However, each time we pay the insurance money, the sum insured gets gradually exhausted.
3. Where the price specified in the travel contract is given in a currency other than PLN, the sum insured is converted into Polish zlotys on the basis of the average National Bank of Poland exchange rate valid as of the end of the day preceding the date of conclusion of the insurance contract.
4. The sums insured are presented in Table No. 2.

**Table No. 2 – Sum insured**

Insurance coverage	Sum insured per person
Travel cancellation costs insurance Travel interruption costs insurance	Price of the package travel/ cruise/ travel ticket/ carriage/ accommodation/ yacht rental/ charter/ conference/ training/ course/ workshops/ cultural event ticket/ vehicle rental not higher than PLN 35,000
Including a change to package travel booking	PLN 1,000

## § 7 Responsibilities of the policyholder and insured

1. The policyholder should inform us about all the circumstances known to the policyholder, which we requested prior to conclusion of the insurance contract. If the policyholder concludes the contract through a representative, this obligation also applies to the representative and additionally includes circumstances known to the representative. If we conclude the insurance contract despite missing answers to the particular questions, we deem the omitted circumstances irrelevant.
2. During the term of the insurance contract the policyholder is obliged to notify us of changes in the circumstances referred to in section 1 as soon as the policyholder becomes aware of them.
3. In the event of conclusion of the insurance contract for the account of a third party, the obligations defined in sections above are borne both by the policyholder and you, unless you did not know that the contract was concluded for your account.

4. We are not liable for the effects of the circumstances about which we were not informed in breach of sections 1–3. If the breach is intentional, in case of any doubts, we assume that the insurance event provided for in the contract and the effects thereof result from the circumstances referred to in the preceding sentence.

## § 8 Subject of insurance – what does our insurance include?

1. The insurance covers the costs you incur if your travel is canceled or interrupted for reasons indicated in Table No. 3 in § 9.
2. We consider the part of your travel contract benefits that you do not use for the reasons indicated in Table No. 3 in § 9 to be the travel interruption costs because:
  - 1) you cancel the travel during its duration and return to your country of residence and do not continue the travel, or
  - 2) you are hospitalized during the travel.

## §9 Insurance coverage – when does the insurance apply?

We will reimburse up to 100% of the documented costs you incur in connection with the travel for: package travel, cruise, travel ticket, carriage, accommodation, yacht rental or charter, conference, course, training, workshops, cultural event ticket, vehicle rental. We do this if the cancellation or interruption of your travel occurs for the reasons listed in Table No. 3 and that prevented you from traveling.

Table No. 3 – Insurance coverage

Reasons for cancellation or interruption of the travel	Option	
	100% Cancellation Costs	100% Cancellation Costs Max
1) You or your co-traveler suddenly become ill and the illness is not due to Covid-19 or a previously diagnosed chronic disease and you or your co-traveler are not expected to recover by the start date of the travel or the illness occurs during the travel.	✓	✓
2) Your close relative or your co-traveler's close relative who is not participating in the travel suddenly becomes ill and the illness is not due to a previously diagnosed chronic disease or Covid-19 and the person's condition requires immediate hospitalization and the person is not expected to recover by the start date of the travel or the illness occurs during the travel.	✓	✓
3) You or your co-traveler suffer an accident that results in a significant limitation of mobility, i.e. inability to move or self-care without the assistance of others and you or your co-traveler are not expected to recover by the start date of the travel or the accident occurs during the travel.	✓	✓
4) Your close relative or your co-traveler's close relative who is not participating in the travel suffers an accident that results in immediate hospitalization and the person is not expected to recover by the start date of the travel or the accident occurs during the travel.	✓	✓
5) There are complications related to your pregnancy, your co-traveler's pregnancy, your wife's or partner's pregnancy, pregnancy of your co-traveler's wife or partner – if the pregnancy is less than 32 weeks.	✓	✓
6) You or your co-traveler are set a date of child delivery during the travel – unless this date is specified at the time the travel contract and insurance contract are concluded.	✓	✓
7) Your death or your co-traveler's death – including as a result of a chronic disease and Covid-19.	✓	✓
8) Up to 45 days prior to the start of the travel or during the travel, your close relative dies or your co-traveler's close relative dies – including as a result of a chronic disease and Covid-19, suicide.	✓	✓
9) There is damage to your property, your close relative's property or your co-traveler's property and you must take legal or administrative actions about it. The damage must occur as a result of a fortuitous event or burglary within 10 days prior to the start of the travel.	✓	✓
10) You or your co-traveler lose employment. You will find an explanation of the loss of employment in the Glossary in §2 section 21 of the GTC. Our liability applies provided that on the date of the insurance contract conclusion you or your co-traveler are employed under an employment contract for indefinite period of time or have worked for at least 6 months under an employment contract for definite period of time.	✓	✓
11) The employer assigns you or your co-traveler to start work during the travel – if you or your co-traveler are registered as unemployed on the date of the insurance contract conclusion.	✓	✓
12) You or your co-traveler have documents necessary for the travel stolen during the 30-day period immediately preceding the start date of the travel. These documents include: a passport, identity card, visa. You must report such an event to competent authorities.	✓	✓
13) Your vehicle or your co-traveler's vehicle is damaged or destroyed in a road accident within 10 days before the start of the travel and you must take legal or administrative actions about it. Additionally, the police must document the event.	✓	✓
14) You or your co-traveler have a vehicle stolen that belongs to you and you must take legal or administrative actions about it at your place of permanent residence. The theft must occur within 10 days prior to the start of the travel. Additionally, the police must document the event.	✓	✓

Reasons for cancellation or interruption of the travel	Option	
	100% Cancellation Costs	100% Cancellation Costs Max
15) You or your co-traveler receive a summons for a divorce hearing dated during the travel – unless you know the date of the hearing at the time of the insurance contract conclusion.	✓	✓
16) You or your co-traveler receive a summons to court indicating that your attendance at court is mandatory during the period of your scheduled travel. This applies if you do not know the date of the hearing at the time of the insurance contract conclusion.	✓	✓
17) You or your co-traveler have a resit exam at a school or college that you need to pass to continue your education, and the exam date falls during the travel. This applies if you do not know the date of the resit exam at the time of the insurance contract conclusion.	✓	✓
18) There is damage to the property of your employer or your co-traveler's employer. The insurance applies if the damage occurs as a result of a fortuitous event or burglary and up to 10 days prior to the start of the travel and at the same time you or your co-traveler belong to the employer's management personnel and must take legal or administrative actions that require you to be present in your country of residence.	✓	✓
19) The National Health Fund or Social Insurance Institution set a date for you or your co-traveler to stay in a sanatorium, which date coincides with your travel – if you have been waiting for it and this date was not known at the time of the insurance contract conclusion.	✓	✓
20) You or your co-traveler suddenly become ill due to Covid-19. Contracting Covid-19 must be confirmed by an antigen test or PCR test and you or your co-traveler are not expected to recover until the date of the travel or the illness occurs during the travel.	Once the additional premium is paid	✓
21) Your close relative or your co-traveler's close relative who is not participating in the travel suddenly contracts Covid-19. Contracting Covid-19 must be confirmed by an antigen test or PCR test and must require immediate hospitalization and the person is not expected to recover until the start of the travel or the illness occurs during the travel.		✓
22) You or your co-traveler, your children or your co-traveler's children are in mandatory quarantine related to Covid-19. The quarantine must be evidenced by a document issued by an authorized entity that will include the dates of quarantine. See § 2 section 8 for the definition of the quarantine.		✓
23) You or your co-traveler suddenly become ill and the illness is due to a previously diagnosed chronic disease and you or your co-traveler are not expected to recover by the start date of the travel or the illness occurs during the travel.	Once the additional premium is paid	✓
24) Your close relative or your co-traveler's close relative who is not participating in the travel suddenly becomes ill and his or her condition requires immediate hospitalization, and the illness is due to a previously diagnosed chronic disease and the person is not expected to recover by the start date of the travel or the illness occurs during the travel.		✓
25) An act of terrorism occurs in the country you are traveling to up to 30 days before your travel starts. For the insurance to apply, the act of terrorism must occur within 250 km from your travel destination. The insurance does not apply if the package travel organizer offers you another package travel – to a country where the act of terrorism does not occur. You cannot interrupt the travel for this reason. The coverage never applies if the act of terrorism occurs in: Afghanistan, Algeria, Palestinian 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, Lebanon, Libya, Malaysia, Morocco, Nigeria, Pakistan, Somalia, Gaza Strip, Syria, Tunisia, Turkey, Venezuela, Côte d'Ivoire, Ukraine – in the Donetsk and Luhansk regions.	×	✓
26) You or your co-traveler are offered to adopt a child if you are participating in the child adoption process. This applies if you do not know the adoption date at the time you conclude the insurance contract.	×	✓
27) You or your co-traveler are assigned to compete in international sporting events that take place during the travel.	×	✓

## § 10 Exclusions of liability – when does our insurance not apply?

1. We will not pay the insurance money if the event occurs as a result of or in connection with the following:
  - 1) you, your close relative, your co-traveler, or your co-traveler's close relative are:
    - a) under the influence of alcohol or in a state of intoxication – within the meaning of the regulations on upbringing in sobriety and prevention of alcoholism,
    - b) under the influence of intoxicants or psychotropic substances or substitute drugs – within the meaning of the regulations on prevention of drug addiction,
    - c) under the influence of medications or other substances that diminish consciousness.

The exception is if the consumption of these substances occurs for medical purposes and following physician's instructions;
  - 2) acts of war, riots, civil unrests, disturbances, martial law, sabotage occur or you, your close relative, your co-traveler, your co-traveler's close relative are involved in illegal strikes in the place you choose as your travel destination;
  - 3) an act of terrorism occurs in the place you choose as your travel destination. This situation does not apply (i.e.: the insurance applies) to acts of terrorism that occur under the circumstances described in Table No. 3, point 25);

- 4) you, your close relative, your co-traveler or your co-traveler's close relative fail to follow physician's instructions or undergo medical treatments without medical supervision or supervision of authorized persons. The exception is the situation (the insurance applies) when you receive first aid as a result of an accident;
- 5) you, your close relative, your co-traveler or your co-traveler's close relative attempt to commit or commit a crime – unless it is an unintentionally caused traffic accident;
- 6) you, your close relative, your co-traveler or your co-traveler's close relative attempt to commit or commit suicide or intentionally self-inflicted injuries, or your body is injured at your request, except as provided in Table No. 3, point 8);
- 7) you, your close relative, your co-traveler or your co-traveler's close relative are driving a motor vehicle without the required license;
- 8) you, your close relative, your co-traveler or your co-traveler's close relative take part in a flight – not operated by licensed airlines – as pilots, crew members or passengers of the aircraft;
- 9) you, your close relative, your co-traveler or your co-traveler's close relative suffer from alcoholism;
- 10) you, your close relative, your co-traveler or your co-traveler's close relative suffer from a mental disorder (an illness classified by the International Statistical Classification of Diseases and Health Problems as a mental or behavioral disorder), including neurosis;
- 11) you or a person with whom you remain in a common household take a deliberate action, you act with gross negligence, unless the payment of an insurance benefit in the given circumstances is in line with the fairness considerations;
- 12) Force Majeure circumstances caused cancellation, rescheduling or interruption of a package travel, cruise, conference, training, course, workshops, cultural event. The Force Majeure circumstances are accidental or natural (elemental) events that cannot be avoided and are beyond human control, which include catastrophic acts of nature or extraordinary events such as disruptions of community life, for example a war, national riots;



**Example:** Your flight was canceled because a volcano erupted in Iceland. In such a situation, the travel cancellation costs insurance will not apply because the volcanic eruption is a Force Majeure circumstance that is not covered by the insurance.

- 13) the organizer cancels, reschedules or interrupts the package travel, cruise, conference, training, course, workshops or cultural event;
- 14) regardless of the reason, your flight, travel or departure is canceled or rescheduled;
- 15) the organizer of the package travel or cultural event, the carrier, the accommodation provider, the organizer of the conference, training, courses, workshops, the vehicle rental service provider goes bankrupt or fails to meet obligations; **unless it has not affected the particular event.**
2. Unless you have extended coverage at an additional cost, under the 100% Cancellation Costs option we are not liable for damage that results from contracting Covid-19 or being subject to mandatory quarantine related to Covid-19. We will not apply this exclusion if the travel cancellation or interruption is caused by your death, the death of your co-traveler caused by Covid-19 and the death of your close relative or your co-traveler's close relative caused by Covid-19 that occurred no earlier than 45 days immediately preceding the start date of the travel or during the travel.
3. Unless you have extended coverage at an additional cost, under the 100% Cancellation Costs option we are also not liable for damage that results from a chronic disease suffered by: you, your close relative, your co-traveler or your co-traveler's close relative. The exception (the insurance applies) is when one of you dies as a result of a chronic disease.
4. Our insurance also does not apply if damage occurs because:
  - 1) there are medical contraindications to travel of which you or your co-traveler were aware before you purchased the insurance;
  - 2) there are indications for you or your co-traveler to undergo a surgery or hospital treatment at the time you purchase the insurance;
  - 3) your close relative (other than your wife or partner), your co-traveler's close relative (other than wife or partner) have pregnancy complications;
  - 4) you or your close relative, your co-traveler are over 32 weeks pregnant and complications occur;
  - 5) your close relative or your co-traveler's close relative have a date of child delivery set during the travel;
  - 6) you or your co-traveler do not undergo vaccinations or other preventive treatments required by the administration of the countries to which you are traveling.
5. We are not liable if the loss of employment is due to the employee's fault – as defined in the labor law.
6. We do not reimburse costs not resulting from the price of the travel.
7. We do not reimburse the costs of an unused cultural event ticket if the organizer denies you access to the venue.
8. We are not liable if you or the policyholder gave untrue information or withheld information when you answered our questions before conclusion of the insurance contract. This applies to an insurance event that followed and was related to any of the circumstances we asked about.
9. We are not liable if the reason for cancellation or interruption of the travel is an epidemic of an infectious disease, pandemic, quarantine, isolation of ill persons. This exclusion does not apply to the reasons specified in Table No. 3 points 20)–22) if you have 100% Cancellation Costs Max insurance or you extended the 100% Cancellation Costs coverage by the reasons indicated in Table No. 3 points 20)–22).
10. **The quarantine** as defined in the GTC is not a quarantine:
  - 1) imposed because you stay at your travel destination or a place you are passing through, or



**Example:** You are planning a travel to Tuscany. Just before you leave, you learn that Italian authorities require people coming from Poland to undergo a 10-day quarantine. In this situation, we will not be liable if you cancel your scheduled travel.

- 2) imposed because you were in a defined geographical area (a particular country, region, voivodeship, municipality, city or part thereof), or



**Example:** A short while before you go abroad, you find out that the Polish authorities have decided to impose an obligatory quarantine on all residents of your municipality. If you cancel for this reason, we will not pay the insurance money.



**Example:** You are leaving soon for Greece. Recently, you have been in Italy. By decision of the Polish authorities, a quarantine is imposed on persons returning from Italy. Since you cannot leave, you file a claim with us. In this situation, we will not pay the benefit.

- 3) imposed because you were on board a quarantined vessel, or



**Example:** If you are on a cruise and a quarantine has been imposed on the entire ship by local authorities, we will not pay the insurance money.

- 4) imposed while traveling abroad (i.e. traveling outside the country of the insured's residence) by an authorized entity of your country of residence;



**Example:** If, during your stay abroad, you have found out that you have a quarantine imposed on you by the Polish Sanitary Inspectorate, such a situation will not entitle you to a benefit payment.

- 5) not evidenced by a document issued by an authorized entity that will include the dates of quarantine.

## § 11 What to do to get insurance money?

1. In order to receive the insurance benefit, you are required to:

- 1) inform the provider of: a package travel, cruise, travel ticket, carriage, accommodation, yacht rental or charter, conference, training, course, workshops, cultural event ticket, vehicle rental about:
    - a) travel cancellation – prior to the start of the travel, as soon as possible but no later than within 3 days after the event, or
    - b) travel interruption – as soon as possible, but no later than within 3 days after the event;



In the event of a situation that prevents you from leaving or continuing your travel, remember to inform the tour organizer, carrier, organizer of workshops or conference as soon as possible (no later than within 3 days) that you will have to cancel or interrupt the service and to submit a claim notification to us (no later than within 7 days).

- 2) within 7 days following the event, submit a notice of the event occurrence or request for the payment of the insurance benefit – through our website, by phone or by mail and attach documents that are necessary for us to determine whether and how much of the insurance money to pay. We have published a list of the documents on our website;
  - 3) use the means available to you to prevent the damage and mitigate it
  - 4) enable to carry out activities that will determine the circumstances of the damage and whether and how much of the insurance money we will pay;
  - 5) comply with our instructions, provide us with information and grant us the necessary powers of attorney.
2. If, for reasons beyond your control, i.e. due to a fortuitous event or Force Majeure, you do not submit to us the notice of the event occurrence or request for the payment of the insurance benefit within 7 days following the event – you should do so as soon as possible.
3. If, through willful misconduct or gross negligence, you violate the obligations set forth in section 1, point 2), we may reduce the benefit to the extent that the violation contributed to the increase of the damage or prevented us from determining the circumstances and consequences of the event.
4. When you or another person file a claim, you should provide us with the documents we ask for in connection with the case – if you have them or can legally obtain them. These documents are necessary so that we can process your claim and decide whether to provide assistance or pay the insurance money
5. If we do not receive all documents, the person filing the claim should provide us with information about:
  - 1) place and date of the event;
  - 2) name and address of the authority or institution where other documents are or may be located.
6. We may ask you to perform additional tests to confirm that your insurance covers the particular event. In such a situation, we pay for the tests.
7. If you have given us untrue or incomplete information, we may decide not to pay the insurance money if it affects the determination of the circumstances of the insurance event and our liability.

## § 12 How do we provide assistance and pay insurance money?

1. The file can be claimed by you or another person. Once the claim is accepted, we conduct an investigation to determine exactly what occurred, whether the insurance covers the event, and whether we will pay the insurance money. In addition, we inform the person filing the claim what documents we need. Such information is provided in writing or in another manner to which that person has agreed.
2. We pay the insurance money up to 30 days after we have received the notice of the event occurrence. If we do not pay the money by this date, we notify the person filing the claim of the reasons.
3. If we are in doubt as to whether it is appropriate to pay all or part of the benefit, we will only pay the undisputed part of the benefit until we clarify all the circumstances. We do this up to 30 days from the date we receive your notice.
4. If we determine that you are entitled to a smaller payment under the insurance in a particular situation, we will inform the person filing the claim. We also indicate the circumstances and legal basis that justify our position.
5. We may refuse to pay the insurance money or withhold the payment if we do not receive all the documents we need for payment.

6. We pay the insurance money in Polish zlotys – it is the equivalent of the amounts in other currencies, which is calculated on the basis of the average exchange rate of the National Bank of Poland as of the date of our decision to pay
7. We pay the insurance money only on the basis of the documents that we will receive or will additionally ask for.

**i** **Information:** When filing a claim, try to provide us with all the documents required to process the claim. This will speed up the process and the payment of compensation.

8. We pay the insurance money up to a maximum of the sum insured.
9. If you waive any rights you have against third parties for damage suffered and you do so without our consent, we may refuse to pay all or part of your insurance money. We may also request a refund of the money paid.
10. If you interrupt your travel for reasons indicated in Table No. 3 in § 9, we will pay you a benefit for the unused part of your travel. We will calculate this benefit as a percentage of the price of the travel, which is the ratio of the number of days following the date of the travel interruption to the end of the travel to the number of days of the entire travel as specified in the travel contract.

 **Example:** You booked a hotel stay from August 1 to August 11 for PLN 3,000, i.e. you bought 10 nights and 1 night costs PLN 300. On August 8, you suddenly had to return to your country because your child became seriously ill. We will reimburse you PLN 900 for 3 unused nights: for the night of August 8, night of August 9 and night of August 10.

11. If your insurance covers only travel tickets, we will pay a benefit equal to the price of the unused travel ticket if your travel is interrupted. If the travel ticket is a round-trip ticket, without indicating the price of the return ticket, we will pay a benefit equal to half of the price of the travel ticket.
12. If you interrupt your travel for the reasons indicated in Table No. 3 in § 9, we will reimburse you for the cost of your return transport home – if your travel contract covered it and you are unable to use the transport that is provided under your travel contract. We reimburse not more than the amount of the costs for the return transport that were provided for in the travel contract.
13. We will also reimburse you for the costs you incur because you change your booking for the reasons listed in Table No. 3 in § 9.

## § 13 Complaints – how to file them?

1. You, the policyholder and the beneficiary have the right to file complaints about the services we provide. You can file them:
  - 1) electronically – using the application at [www.tueuropa.pl](http://www.tueuropa.pl);
  - 2) by phone – at: 801 500 300 or 71 36 92 887;
  - 3) in person – verbally or in writing using the complaint form available at [www.tueuropa.pl](http://www.tueuropa.pl), at our head office or at any regional office;
  - 4) by mail – to the address of our head office.
2. Our contact details are available at [www.tueuropa.pl](http://www.tueuropa.pl).
3. If we do not accept your, the policyholder's or the beneficiary's claim under the complaint procedure or do not perform the actions resulting from a successful complaint within the specified time limit, you have the right to apply to the Financial Ombudsman to:
  - 1) review the case, or
  - 2) conduct the so-called out-of-court dispute resolution proceedings between a customer and a financial market entity. Details are available at: <http://www.rf.gov.pl>.
4. If:
  - 1) the insurance contract was concluded electronically;
  - 2) you, the policyholder or the beneficiary are consumers;
  - 3) you live in the European Union, Norway, Iceland, Liechtenstein;
 you can file a complaint to the entity authorized to conduct out-of-court consumer dispute resolution proceedings through the European Online Dispute Resolution (ODR) platform. The platform is available at: <http://ec.europa.eu/consumers/odr/>.
5. If you, the policyholder or the beneficiary are consumers, you may also use the assistance of Municipal and County Consumer Ombudsmen.
6. We are subject to the supervision of the Polish Financial Supervision Authority.
7. Complaints will be processed as soon as possible, but no later than 30 days following their receipt. The date of response is deemed to be the date it was sent.
8. If, in particularly complex cases, we cannot respond to a complaint within 30 days, we will inform you about:
  - 1) reasons for the delay;
  - 2) circumstances we still need to know in order to consider the case;
  - 3) new time limit for our response. Such a time limit cannot be more than 60 days after receipt of the complaint.
9. We respond to a complaint in hard copy or by means of another durable information carrier. We respond electronically to a complaint only at the request of the person who filed the complaint.

## § 14 Withdrawal from insurance contract – when can you withdraw from insurance?

1. If the policyholder concluded the insurance contract with us for more than 6 months, the policyholder has the right to withdraw from the contract within:
  - 1) 30 days from its conclusion – if the policyholder is a natural person and the contract is not related to its business or professional activity;
  - 2) 7 days from its conclusion – if the policyholder is an entrepreneur.
2. If the policyholder concluded the insurance contract with us by means of distance communication, the policyholder may withdraw from the contract within 30 days after we have informed it that the contract was concluded. No withdrawal from the contract is possible if the policyholder concluded the contract with us for less than 30 days.

**i** **Information:** If the policyholder purchased a policy through our website or through our helpline, we will treat the contract as having been concluded by means of distance communication.

3. The policyholder does not have the right to withdraw from the insurance contract in case of the contract fully performed with policyholder's consent even before the expiry of the time limit for withdrawal from the insurance contract.
4. The policyholder must pay the premium for the time when we provide coverage – even if the policyholder withdraws from the contract.

## § 15 Notices and statements – when and how to provide them?

1. All notices and statements – provided by us, you and the policyholder – may be effectively made electronically, in accordance with the general rules for declarations of intent. Notices and statements provided by the policyholder or by the insured should be sent to our email address: [bok@tueuropa.pl](mailto:bok@tueuropa.pl).
2. Both parties to the contract should inform each other of any change in their data included in the insurance contract. To do so, a statement of change in data for insurance should be submitted.

 **Information:** If you wish to change your data, please contact us via email: [bok@tueuropa.pl](mailto:bok@tueuropa.pl).

## § 16 Final provisions

1. To all matters not governed herein, the commonly binding Polish law shall apply.
2. If different or additional provisions are contrary to the provisions of the GTC, the additional provisions or provisions different from the provisions of the GTC prevail.
3. Any disputes that relate to the 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 beneficiary or heir of the insured person or of the heir of the beneficiary.
5. The Polish language is used in this contract and in other communications between the parties to the contract.
6. We have the right to verify whether you, the policyholder or the beneficiary are included in lists of persons, groups or entities that are subject to financial sanctions or suspected terrorists, terrorists or members of terrorist organizations (known as sanctions lists). If a person is found to be included in the sanctions list, we will apply specific restrictive measures and inform the appropriate state authorities.
7. We represent that we have 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

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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

Permit No. DU/2849/A/CG/94 of November 7, 1994 for conducting insurance activity issued by the Minister of Finance

