



## General Terms and Conditions of Insurance

# Travel World

effective as of September 1, 2026

code: OWU/02/1753471/2026/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:

| <b>Type of Information</b>                                                                                                                                            | <b>Provision number according to the contract template</b>                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The preconditions whose occurrence obligates the insurance company to the payment of benefits/compensation or the buyout value                                        | §1 of the GTC, § 2 OF THE GTC, § 6 OF THE GTC, § 14 OF THE GTC, § 15 OF THE GTC, § 16 OF THE GTC, § 17 OF THE GTC, § 21 OF THE GTC, § 25 OF THE GTC, § 29 OF THE GTC, § 32 OF THE GTC, § 36 OF THE GTC, § 40 OF THE GTC, § 42 OF THE GTC, § 44 OF THE GTC, § 46 OF THE GTC |
| 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 | § 1 OF THE GTC, § 2 OF THE GTC, § 6 OF THE GTC, § 7 OF THE GTC, § 8 OF THE GTC, § 18 OF THE GTC, § 22 OF THE GTC, § 26 OF THE GTC, § 30 OF THE GTC, § 33 OF THE GTC, § 37 OF THE GTC, § 47 OF THE GTC                                                                      |

## Table of Contents

|                                                                                          |    |
|------------------------------------------------------------------------------------------|----|
| Chapter I Introductory provisions applicable to all insurance policies                   | 4  |
| Chapter II Insurance of costs of medical treatment, search and rescue and transportation | 19 |
| Chapter III Travel assistance insurance                                                  | 21 |
| Chapter IV Accident insurance (NNW)                                                      | 28 |
| Chapter V Luggage insurance                                                              | 30 |
| Chapter VI Insurance of the delayed delivery of luggage                                  | 31 |
| Chapter VII Third party liability insurance (TPL)                                        | 32 |
| Chapter VIII Sports Package                                                              | 34 |
| Chapter IX Insurance of medical treatment in Poland following a travel accident          | 36 |
| Chapter X Final provisions                                                               | 39 |
| Appendix No. 1 to the GTC – List of sports                                               | 41 |

# General Terms and Conditions of Travel World Insurance

approved by Resolution No. 07/06/26 of the Management Board of Towarzystwo Ubezpieczeń Europa S.A.  
dated June 17, 2026, code: OWU/02/1753471/2026/M, effective as of September 1, 2026

## Chapter I Introductory provisions applicable to all insurance policies

### § 1 Glossary – Definitions of terms used in these General Terms and Conditions of Insurance (hereinafter: GTC)

**i** **Information:** The Insurer is Towarzystwo Ubezpieczeń Europa S.A., that is, us.  
The insured is you, i.e. the person who is covered by the insurance. If you buy the insurance yourself, you are also the policyholder.

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

1. **amateur sporting activities** – leisure activities that you combine with recreational sports to improve your fitness and health and to explore tourist attractions. You engage in this type of sports on marked trails, routes, and in designated bodies of water. You may engage in these sports individually or in teams, in informal or organized groups. Amateur sporting activities do not include amateur skiing and snowboarding. We have included a list of amateur sporting activities in Appendix 1 to the GTC, which you will find at the end of this document;
2. **Help Center** – a unit that provides assistance on our behalf under the terms of the insurance contract;

**i** **Information:** Remember to always keep the phone number of the Help Center with you. If you do that, you will be able to contact the Help Center quickly in the event of a disease or accident and obtain help. You can find the Help Center number in your policy.

3. **chronic disease** – a disease that has 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;

**i** **Example:** Examples of chronic diseases include diabetes, hypertension, heart disease, asthma, cancer, allergies, hyperthyroidism or hypothyroidism, osteoarthritis, or permanent organ damage, such as to the heart, and multiple sclerosis (MS).

4. **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;
5. **occupational disease** – disease included in the list of diseases constituting appendix to the Regulation of the Council of Ministers of June 30, 2009 on occupational diseases (consolidated text: Journal of Laws of 2013 item 1367, as amended);
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. 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;
7. **Europe and countries of the Mediterranean** – Albania, Algeria, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Montenegro, the Czech Republic, Denmark, Egypt, Estonia, Finland, France, Gibraltar, Greece, Georgia, Spain, the Netherlands, Ireland, Iceland, Israel, Kazakhstan, Kosovo, Lebanon, Libya, Liechtenstein, Lithuania, Luxembourg, Latvia, North Macedonia, Malta, Morocco, Moldova, Monaco, Germany, Norway, Portugal, Russia, Romania, San Marino, Serbia, Slovakia, Slovenia, Switzerland, Sweden, Tunisia, Turkey, Ukraine, Vatican City, Hungary, United Kingdom, Italy, Guernsey, Jersey, Isle of Man, Faroe Islands, Svalbard and Jan Mayen Islands – excluding Poland and the country of permanent residence;

8. **specialist consultation** – a physical examination and assessment performed by a physician, consisting in a medical history review and consultation with a specialist, along with basic procedures necessary to make a diagnosis, determine the appropriate treatment, and monitor treatment;
9. **costs of search and rescue** – costs of:
  - search and rescue operations conducted by dedicated emergency services,
  - providing emergency medical care at the accident site, and
  - transport from the accident site to the nearest healthcare facility, as required by health condition, using special means of transport: sled, helicopter, toboggan or motorboat;
10. **burglary** – the theft of property after removal of existing security measures by means of:
  - physical force or
  - tools that leave traces, or
  - a forged key or a master key or by means of the genuine key acquired by the perpetrator as a result of breaking into other premises or robbery;
11. **country of permanent residence** – the country where you live permanently. We also consider the country of your citizenship to be your country of permanent residence if you reside permanently outside that country;
12. **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 (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;
13. **outpatient treatment** – medical care lasting up to 24 hours and provided at an outpatient facility, hospital, or other medical facility;
14. **preventive dental treatment** – treatment of tooth decay, necrosis, root canal treatment, replacement of damaged fillings, treatment of gum diseases, periodontal disease, tartar removal;
15. **we** – Towarzystwo Ubezpieczeń Europa Spółka Akcyjna, with its registered office in Wrocław;
16. **sudden illness** – a medical condition that has all of the following characteristics:
  - 1) it occurred suddenly,
  - 2) it is beyond your control,
  - 3) it threatens your health or life,
  - 4) it requires immediate medical attention and treatment,
  - 5) it has been confirmed by medical documentation;
17. **exacerbation of a chronic disease or mental illness** – a sudden deterioration of health in the course of a chronic disease or mental illness that requires immediate medical attention and treatment; We treat the exacerbation of a chronic disease or mental illness as a sudden illness;
18. **accident** – an event that has all of the following characteristics:
  - 1) it occurred suddenly,
  - 2) it is beyond your control,
  - 3) it occurred due to an external cause,
  - 4) it is not related to any of your diseases,
  - 5) it is a direct and only cause of physical injury to your body or as a result of which you will die;
  - 6) it has been confirmed by medical documentation;

19. **procedure** – interventional surgical procedure carried out under general, conduction or local anesthesia by a licensed surgical specialist, required from the medical perspective to restore the normal function of the sick organ or system;
20. **close relative** – husband or wife, partner, child, siblings, parent, grandfather, grandmother, great-grandfather, great-grandmother, father-in-law, mother-in-law, grandson, granddaughter, son-in-law, daughter-in-law, stepfather, stepmother, stepson, stepdaughter;
21. **accompanying person** – a person who is traveling with you and whom you designate as your companion during treatment or transport to Poland or your country of permanent residence (as ordered by a doctor) during the travel;
22. **person summoned as a companion** – a person who is not traveling with you but will come to you and act as your companion during treatment or transport to Poland or your country of permanent residence (as ordered by a doctor) during the travel. You may request such a person if you are traveling alone or if the person you are traveling with cannot act as your companion, e.g., if their health condition prevents them from fulfilling this role. If your health prevents you from designating a person summoned as a companion, the Help Center can do so on your behalf;
23. **pandemic** – an infectious disease epidemic that covers much of a continent or several continents. The pandemic is declared by the World Health Organization;
24. **travel** – a stay outside of Poland and outside your country of permanent residence if that country is other than Poland;

**i Information:** Coverage under insurance of costs of medical treatment, search and rescue and transportation, as well as travel assistance insurance, begins when you cross the Polish border. If you reside permanently abroad, coverage begins when you cross the border of the country where you live.

25. **portable electronic equipment** – cell phone, computer, tablet, audio and video storage devices, photographic and audio-video equipment, and their accessories;
26. **robbery** – theft during which the perpetrator uses physical violence or threatens to use it immediately against you or a close relative. Robbery also includes a situation in which the perpetrator robbed you after rendering you unconscious or defenseless;
27. **rehabilitation** – a medical service provided to cure or mitigate reduced mobility and restore full or achievable physical capacity;
28. **sabotage** – intentional failure to perform or the improper performance of one's duties with the intent to cause disruption, loss, or damage. Sabotage is intended to prevent or hinder the proper functioning of facilities, equipment, or institutions of critical importance to the functioning of the state;
29. **extreme sports** – sports disciplines whose safe practice requires above-average skills, courage, and action under high-risk conditions. Extreme sports include: air sports, mountain biking, motorsports, high-altitude mountaineering, rock climbing, bouldering, caving, ski jumping, mogul skiing, freestyle skiing, and sports in which participants use vehicles traveling on snow or ice, sailing more than 20 nautical miles from shore (as a crew member), bungee jumping, trekking above 5,500 meters above sea level, and other disciplines listed in Appendix 1 to the GTC;
30. **airborne sports** – gliding, hot-air ballooning, skydiving, hang gliding, paragliding, motorized hang gliding, and their variants. We also consider any discipline involving movement through the air to be an airborne sport;
31. **sports equipment** – equipment necessary for amateur sporting activities;
32. **influence of alcohol** – condition where the blood alcohol content exceeds 0.5 per mille or leads to a concentration exceeding that value. We also consider the influence of alcohol to be a condition where the alcohol content in exhaled air exceeds 0.25 mg per dm<sup>3</sup> or leads to a concentration exceeding this value;
33. **personal damage** – damage consisting in causing death, bodily injury, or health impairment;
34. **damage to property** – damage consisting in the damage to, destruction of, or loss of property;
35. **World** – all countries of the world – with the exception of Poland, the country of permanent residence, and Belarus;

36. **permanent health impairment** – a permanent bodily injury resulting from an accident covered by the insurance. We define permanent bodily injury as a permanent loss of the structure or function of an organ or limb. We determine this impairment based on the table in effect on the date the insurance contract was concluded, which is an appendix to the “Regulation of the Minister of Labor and Social Policy of December 18, 2002, on the detailed rules for determining permanent or long-term health impairment, the procedure for determining such impairment, and the procedure for the payment of a lump-sum benefit;



**Information:** The table we refer to in the definition of permanent bodily injury is available at: [www.tueuropa.pl](http://www.tueuropa.pl).

37. **policyholder** – a person or entity concluding the insurance contract with us under the GTC and must pay a premium. The policyholder is a natural person, a legal entity, or an organizational unit without legal personality:
- 1) having, respectively, a permanent place of residence or the registered office of the organizational unit covered by the insurance contract within the territory of the Republic of Poland, or
  - 2) whose place of residence or the registered office of the organizational unit covered by the insurance contract is located outside the territory of the Republic of Poland, provided that they enter into a travel insurance contract for a period not exceeding 4 months;
  - 3) having capacity to perform acts in law;
38. **insured** – that is, you. We insure you under the GTC;



**Example:** If the policyholder purchases insurance for himself/herself, the policyholder is both the policyholder (the party to the contract) and the insured (the person covered by the insurance). If the policyholder purchases the policy for someone else e.g. his/her child or friend, they are the insured.

39. **beneficiary** – a person you designate to receive the insurance benefit payment in the event of your death. If you do not designate any beneficiary, or if the designated beneficiary dies before you or loses their right to the benefit, your family members have the right to the benefit in the following order:
- 1) husband or wife – in full,
  - 2) children – in equal shares,
  - 3) parents – in equal shares,
  - 4) siblings – in equal shares,
  - 5) your other statutory heirs;
40. **practicing competitive sport** – regular participation in training sessions and competitions, sporting events (including marathons, half-marathons, and triathlons), fitness and training camps as part of amateur sporting activities and winter sports, as well as professional sports. This category does not include practicing competitive extreme sports;
41. **performing dangerous manual labor** – activities and tasks carried out as part of employment or for financial gain, as well as non-profit activities, in which:
- 1) dangerous tools are used, such as: hammer drills, power saws, jackhammers, chainsaws, and power grinders, machine tools, cranes and working machinery, road machinery,
  - 2) paints, varnishes, liquid fuels, and solvents; industrial gases and exhaust gases; hot industrial oils or industrial fluids are used;
  - 3) work is performed at heights,
  - 4) work is performed underground,
  - 5) work is performed underwater;
42. **riots** – spontaneous, unorganized demonstrations by a specific social group, usually involving acts of physical violence, triggered by dissatisfaction with the existing political, economic, or social situation, and directed against the structures exercising authority under applicable law;
43. **random event** – fire, heavy rain, flood, lightning strike, hurricane, landslide, explosion, aircraft crash, flooding, hail, frost;
44. **insurance event** – an event that occurs during the period of insurance coverage and gives rise to the right to file a claim for payment of benefits due to:

- 1) sudden illness or accident, as defined in §§ 14–17 of the GTC for insurance of costs of medical treatment, search and rescue and transportation, and travel assistance;
- 2) accident, as defined in § 21 of the GTC,
- 3) loss, destruction of, or damage to luggage, as defined in § 25 of the GTC,
- 4) delay in the delivery of luggage under the conditions specified in § 29 of the GTC,
- 5) causing personal damage or damage to property under third party liability insurance, under the conditions specified in § 32 of the GTC,
- 6) loss, destruction of, or damage to sports equipment, as defined in § 36 of the GTC,
- 7) inability to use rented sports equipment, under the conditions specified in § 40 of the GTC,
- 8) inability to use a ski pass, under the conditions specified in § 42 of the GTC,
- 9) closure of ski runs, under the circumstances specified in § 44 of the GTC,
- 10) accident that occurred during the travel, as a result of which it became necessary to continue medical treatment in Poland, as specified in § 46 of the GTC.

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

45. The policyholder selects the territorial scope of coverage: **Europe and countries of the Mediterranean, the World excluding the U.S., Mexico, Canada, Japan, and Australia**, or **the World including the U.S., Mexico, Canada, Japan, and Australia**; and for long-term insurance: **World**.
46. The insurance contract may be concluded for:
  - 1) a single travel lasting from 1 day to 1 year,
  - 2) multiple travels in the form of **Travel World long-term** insurance, where the coverage period may be: **90 days**, **180 days**, or **365 days**. Coverage applies to all travels taken during the specified insurance period, provided that a single travel does not exceed 45 days.



**Example:** You purchase the Travel World long-term insurance with a 365-day coverage period. You plan to take several travels abroad during the coverage period. Please note that if you are traveling for, say, 6 months and do not plan to return, coverage ends after 45 days of travel.

47. The insurance contract may include one of the five options listed in Table 1. The selected option can be extended, for an additional fee, to include riders from Table 2. Travel World long-term insurance cannot be extended with riders from Table 2.

**Table 1** – Travel World insurance (scope)

| Scope of insurance – What is covered                                             |                                                                                                       | Sum insured per person<br>– the maximum amount we will pay out (i.e. the amount we pay under the insurance) |                              |                                                       |                                                       |                                                       |
|----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|------------------------------|-------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------------|
|                                                                                  |                                                                                                       | Option:<br>Standard                                                                                         | Option:<br>Standard Plus     | Option:<br>VIP                                        | Option:<br>VIP Plus                                   | Option:<br>The Best                                   |
|  | <b>Insurance of costs of medical treatment, search and rescue and transportation (KL), including:</b> | <b>up to<br/>EUR 40,000</b>                                                                                 | <b>up to<br/>EUR 100,000</b> | <b>up to<br/>EUR 300,000</b>                          | <b>up to<br/>EUR 700,000</b>                          | <b>up to<br/>EUR 2,500,000</b>                        |
|                                                                                  | Hospitalization costs                                                                                 | up to the sum insured under the KL insurance                                                                |                              |                                                       |                                                       |                                                       |
|                                                                                  | Costs of outpatient treatment in countries other than the USA, Mexico, Canada, Japan and Australia    | up to the sum insured under the KL insurance                                                                |                              |                                                       |                                                       |                                                       |
|                                                                                  | Costs of outpatient treatment in the USA, Mexico, Canada, Japan and Australia – short-term insurance  | not applicable                                                                                              | not applicable               | up to the sum insured under the KL insurance          | up to the sum insured under the KL insurance          | up to the sum insured under the KL insurance          |
|                                                                                  | Costs of outpatient treatment in the USA, Mexico, Canada, Japan and Australia – long-term insurance   | up to EUR 2,000                                                                                             | up to EUR 2,000              | up to the sum insured under the KL insurance          | up to the sum insured under the KL insurance          | up to the sum insured under the KL insurance          |
|                                                                                  | Costs of search and rescue                                                                            | up to the sum insured under the KL insurance                                                                |                              |                                                       |                                                       |                                                       |
|                                                                                  | Costs of preterm labor                                                                                | up to the sum insured under the KL insurance                                                                |                              |                                                       |                                                       |                                                       |
|                                                                                  | Dental treatment costs                                                                                | up to EUR 300                                                                                               |                              |                                                       |                                                       |                                                       |
|                                                                                  | Costs of repair or purchase of eyeglasses, dental prostheses, and assistance devices                  | up to EUR 250                                                                                               |                              |                                                       |                                                       |                                                       |
|                                                                                  | Hyperbaric chamber following a dive to a depth of 18 m                                                | no                                                                                                          | no                           | up to the sum insured under the KL insurance          | up to the sum insured under the KL insurance          | up to the sum insured under the KL insurance          |
|                                                                                  | Decompression chamber following a dive deeper than 18 m                                               | no                                                                                                          | no                           | after paying an additional premium for extreme sports | after paying an additional premium for extreme sports | after paying an additional premium for extreme sports |
|                                                                                  | Costs of transportation from the accident site or lodging to an outpatient clinic or hospital         | up to the sum insured under the KL insurance                                                                |                              |                                                       |                                                       |                                                       |
|                                                                                  | Transportation costs between medical facilities                                                       | up to the sum insured under the KL insurance                                                                |                              |                                                       |                                                       |                                                       |

| Scope of insurance – What is covered                                             |                                                                                                                                                                                                                                                    | Sum insured per person<br>– the maximum amount we will pay out (i.e. the amount we pay under the insurance) |                                              |                             |                             |                             |
|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|----------------------------------------------|-----------------------------|-----------------------------|-----------------------------|
|                                                                                  |                                                                                                                                                                                                                                                    | Option:<br>Standard                                                                                         | Option:<br>Standard Plus                     | Option:<br>VIP              | Option:<br>VIP Plus         | Option:<br>The Best         |
|                                                                                  | Costs of transportation to the place of lodging during the travel                                                                                                                                                                                  | up to the sum insured under the KL insurance                                                                |                                              |                             |                             |                             |
|                                                                                  | Costs of return transportation to Poland, to a medical facility in Poland, or to the country of permanent residence                                                                                                                                | up to the sum insured under the KL insurance                                                                | up to the sum insured under the KL insurance | no limit of the sum insured | no limit of the sum insured | no limit of the sum insured |
|                                                                                  | Costs of transporting the body to the place of burial in Poland or the country of permanent residence, or burial at the destination                                                                                                                | up to the sum insured under the KL insurance                                                                | up to the sum insured under the KL insurance | no limit of the sum insured | no limit of the sum insured | no limit of the sum insured |
|  | <b>Travel Assistance insurance</b>                                                                                                                                                                                                                 |                                                                                                             |                                              |                             |                             |                             |
|                                                                                  | 24/7 Help Center                                                                                                                                                                                                                                   | yes                                                                                                         |                                              |                             |                             |                             |
|                                                                                  | Organization of medical care                                                                                                                                                                                                                       | up to the sum insured under the KL insurance                                                                |                                              |                             |                             |                             |
|                                                                                  | Guarantee of coverage for costs of outpatient treatment or hospitalization                                                                                                                                                                         | up to the sum insured under the KL insurance                                                                |                                              |                             |                             |                             |
|                                                                                  | Coverage extension in emergencies                                                                                                                                                                                                                  | up to 5 days                                                                                                |                                              |                             |                             |                             |
|                                                                                  | Travel expenses for an accompanying person                                                                                                                                                                                                         | up to EUR 1,000                                                                                             |                                              |                             |                             |                             |
|                                                                                  | Costs of lodging and meals of the accompanying person                                                                                                                                                                                              | 7 days, up to EUR 100 per day                                                                               |                                              |                             |                             |                             |
|                                                                                  | Costs of lodging, meals, and return transportation to Poland or the country of residence in the event of mandatory quarantine or isolation related to COVID-19, as recommended and organized by the medical authorities of the destination country | no                                                                                                          | no                                           | up to EUR 2,000             | up to EUR 2,000             | up to EUR 2,000             |
|                                                                                  | Costs of the visit by the person summoned as a companion                                                                                                                                                                                           | up to EUR 2,000                                                                                             |                                              |                             |                             |                             |
|                                                                                  | Delivery of any required medications                                                                                                                                                                                                               | yes                                                                                                         |                                              |                             |                             |                             |
|                                                                                  | Additional costs for lodging and meals abroad                                                                                                                                                                                                      | 7 days, up to EUR 100 per day                                                                               |                                              |                             |                             |                             |
|                                                                                  | Transportation costs to continue the travel after treatment is completed                                                                                                                                                                           | up to EUR 500                                                                                               |                                              |                             |                             |                             |
|                                                                                  | Costs of a substitute driver                                                                                                                                                                                                                       | no                                                                                                          | no                                           | up to EUR 500               | up to EUR 500               | up to EUR 500               |
|                                                                                  | Acting as an intermediary in the submission of bail                                                                                                                                                                                                | no                                                                                                          | no                                           | yes                         | yes                         | yes                         |
|                                                                                  | Transportation costs for minor children                                                                                                                                                                                                            | no                                                                                                          | no                                           | up to EUR 2,500             | up to EUR 2,500             | up to EUR 2,500             |

| Scope of insurance – What is covered                                               |                                                                          | Sum insured per person<br>– the maximum amount we will pay out (i.e. the amount we pay under the insurance) |                          |                                                 |                                                 |                                                 |
|------------------------------------------------------------------------------------|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------------------|-------------------------------------------------|-------------------------------------------------|
|                                                                                    |                                                                          | Option:<br>Standard                                                                                         | Option:<br>Standard Plus | Option:<br>VIP                                  | Option:<br>VIP Plus                             | Option:<br>The Best                             |
|                                                                                    | Travel interruption costs                                                | no                                                                                                          | no                       | up to EUR 1,200                                 | up to EUR 1,200                                 | up to EUR 1,200                                 |
|                                                                                    | Transportation costs for close relatives                                 | no                                                                                                          | no                       | no                                              | up to EUR 2,500                                 | up to EUR 2,500                                 |
|                                                                                    | Costs associated with a flight delay of more than 5 hours                | no                                                                                                          | no                       | no                                              | up to EUR 200                                   | up to EUR 200                                   |
|    | <b>Accident insurance</b> , including:                                   | up to <b>EUR 3,000</b>                                                                                      | up to <b>EUR 3,000</b>   | up to <b>EUR 7,000</b>                          | up to <b>EUR 15,000</b>                         | up to <b>EUR 25,000</b>                         |
|                                                                                    | Benefit for health impairment                                            | up to EUR 3,000                                                                                             | up to EUR 3,000          | up to EUR 7,000                                 | up to EUR 15,000                                | up to EUR 25,000                                |
|                                                                                    | Benefit for death                                                        | up to EUR 3,000                                                                                             | up to EUR 3,000          | up to EUR 7,000                                 | up to EUR 15,000                                | up to EUR 25,000                                |
|    | <b>Luggage insurance</b> , including:                                    | up to <b>EUR 300</b>                                                                                        | up to <b>EUR 500</b>     | up to <b>EUR 1,000</b>                          | up to <b>EUR 1,500</b>                          | up to <b>EUR 2,000</b>                          |
|                                                                                    | Luggage:                                                                 | up to EUR 300                                                                                               | up to EUR 500            | up to EUR 1,000                                 | up to EUR 1,500                                 | up to EUR 2,000                                 |
|                                                                                    | Delayed delivery of luggage                                              | no                                                                                                          | no                       | up to EUR 150                                   | up to EUR 150                                   | up to EUR 200                                   |
|    | <b>Third party liability insurance</b> , including:                      | no                                                                                                          | up to <b>EUR 50,000</b>  | up to <b>EUR 75,000</b>                         | up to <b>EUR 200,000</b>                        | up to <b>EUR 250,000</b>                        |
|                                                                                    | Personal damage                                                          | no                                                                                                          | up to EUR 50,000         | up to EUR 75,000                                | up to EUR 200,000                               | up to EUR 250,000                               |
|                                                                                    | Damage to property                                                       | no                                                                                                          | up to EUR 10,000         | up to EUR 15,000                                | up to EUR 40,000                                | up to EUR 50,000                                |
|   | <b>Medical treatment in Poland following an accident while traveling</b> | no                                                                                                          | no                       | up to <b>PLN 10,000</b>                         | up to <b>PLN 10,000</b>                         | up to <b>PLN 10,000</b>                         |
|  | <b>Sport Package</b> , including:                                        | no                                                                                                          | no                       | yes                                             | yes                                             | yes                                             |
|                                                                                    | Insurance of sports equipment                                            | no                                                                                                          | no                       | up to <b>EUR 1,000</b>                          | up to <b>EUR 1,000</b>                          | up to <b>EUR 1,000</b>                          |
|                                                                                    | Insurance of sports equipment rental costs                               | no                                                                                                          | no                       | <b>EUR 25</b><br>per day/person,<br>max 10 days | <b>EUR 25</b><br>per day/person,<br>max 10 days | <b>EUR 25</b><br>per day/person,<br>max 10 days |
|                                                                                    | Insurance of ski pass costs                                              | no                                                                                                          | no                       | up to <b>EUR 300</b>                            | up to <b>EUR 300</b>                            | up to <b>EUR 300</b>                            |
|                                                                                    | Insurance in case of ski slope closures                                  | no                                                                                                          | no                       | <b>EUR 25</b><br>per day/person,<br>max 10 days | <b>EUR 25</b><br>per day/person,<br>max 10 days | <b>EUR 25</b><br>per day/person,<br>max 10 days |

| Scope of insurance – What is covered                                              |                                                                                                                                                                                                                                                                                              | Sum insured per person<br>– the maximum amount we will pay out (i.e. the amount we pay under the insurance) |                          |                                                 |                     |                     |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------------------|---------------------|---------------------|
|                                                                                   |                                                                                                                                                                                                                                                                                              | Option:<br>Standard                                                                                         | Option:<br>Standard Plus | Option:<br>VIP                                  | Option:<br>VIP Plus | Option:<br>The Best |
|   | <b>Exacerbation of chronic diseases</b><br>(under insurance of costs of medical treatment, search and rescue and transportation, travel assistance)                                                                                                                                          | yes                                                                                                         | yes                      | yes                                             | yes                 | yes                 |
|                                                                                   |                                                                                                                                                                                                                                                                                              | up to the sum insured under the given insurance                                                             |                          |                                                 |                     |                     |
|   | <b>Exacerbation of mental illnesses</b><br>(under insurance of costs of medical treatment, search and rescue and transportation, travel assistance)                                                                                                                                          | yes                                                                                                         | yes                      | yes                                             | yes                 | yes                 |
|                                                                                   |                                                                                                                                                                                                                                                                                              | up to the sum insured under the given insurance                                                             |                          |                                                 |                     |                     |
|   | <b>Coverage for persons under influence of alcohol</b><br>(under insurance of costs of medical treatment, search and rescue and transportation, travel assistance, accidental injury, and medical treatment in Poland following an accident while traveling)                                 | yes                                                                                                         | yes                      | yes                                             | yes                 | yes                 |
|                                                                                   |                                                                                                                                                                                                                                                                                              | up to the sum insured under the given insurance                                                             |                          |                                                 |                     |                     |
|   | <b>Contracting Covid-19</b><br>(under insurance of costs of medical treatment, search and rescue and transportation, travel assistance)                                                                                                                                                      | yes                                                                                                         | yes                      | yes                                             | yes                 | yes                 |
|                                                                                   |                                                                                                                                                                                                                                                                                              | up to the sum insured under the given insurance                                                             |                          |                                                 |                     |                     |
|   | <b>Amateur sporting activities</b><br>(under insurance of costs of medical treatment, search and rescue and transportation, travel assistance, accidental injury, third party liability and medical treatment in Poland following an accident while traveling)                               | yes                                                                                                         | yes                      | yes                                             | yes                 | yes                 |
|                                                                                   |                                                                                                                                                                                                                                                                                              | up to the sum insured under the given insurance                                                             |                          |                                                 |                     |                     |
|  | <b>Amateur winter sporting activities (skiing, snowboarding)</b><br>(under insurance of costs of medical treatment, search and rescue and transportation, travel assistance, accidental injury, third party liability and medical treatment in Poland following an accident while traveling) | no                                                                                                          | no                       | yes                                             | yes                 | yes                 |
|                                                                                   |                                                                                                                                                                                                                                                                                              |                                                                                                             |                          | up to the sum insured under the given insurance |                     |                     |

 **Table 2** – Insurance for additional payment (scope).

|                                                                                  |                                                                                                                                                                                                                                                                  | Option:<br>Standard                             | Option:<br>Standard Plus | Option:<br>VIP                                  | Option:<br>VIP Plus | Option:<br>The Best |
|----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|--------------------------|-------------------------------------------------|---------------------|---------------------|
|  | <b>Practicing extreme sports</b><br>(under insurance of costs of medical treatment, search and rescue and transportation, travel assistance, accidental injury, third party liability and medical treatment in Poland following an accident while traveling)     | no                                              | no                       | up to the sum insured under the given insurance |                     |                     |
|  | <b>Practicing competitive sports</b><br>(under insurance of costs of medical treatment, search and rescue and transportation, travel assistance, accidental injury, third party liability and medical treatment in Poland following an accident while traveling) |                                                 |                          |                                                 |                     |                     |
|  | <b>Performing dangerous manual labor</b><br>(under insurance of costs of medical treatment, search and rescue and transportation, travel assistance, accidental injury, and medical treatment in Poland following an accident while traveling)                   | up to the sum insured under the given insurance |                          |                                                 |                     |                     |

48. The insurance contract may be concluded by means of distance communication.

 **Information:** This means you can purchase this insurance remotely, without leaving your home.

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

1. The insurance premium is paid by the policyholder.
2. We determine the amount of the insurance premium once we receive the following information: the territorial scope of the insurance, the insurance option, the start and end dates of the travel, and the number and ages of all the insured.
3. The premium must be paid upon conclusion of the insurance contract, unless the parties agree otherwise.
4. We calculate the premium in euros and collect it in Polish zlotys based on the average exchange rate of the National Bank of Poland (NBP) in effect at the end of the day preceding the date the insurance contract is concluded.
5. If the policyholder pays the premium:
  - 1) in cash, the date of the premium payment is the date our representative receives the payment,
  - 2) by bank transfer, the date of the premium payment is the date the payer's bank account is debited,
  - 3) by payment card, the date of the premium payment is the date when the bank of the policyholder authorized the payment.
6. We offer premium discounts for children and young adults up to age 25, organized groups (at least 10 people), families with children (up to age 18), and discounts as part of promotional campaigns we organize.

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

 **Information:** The insurance period is indicated in the policy.

1. The insurance period is indicated in the insurance contract.
2. The coverage period, considering sections 3 – 11, begins from the start date of the insurance period, but not sooner than upon payment of the insurance premium, unless agreed otherwise.
3. To long-term insurance contracts concluded for a period of 365 days by means of distance communication, sections 4 – 7 apply.
4. In connection with the expiring insurance period, no later than 30 days before its expiration, we may send information to the email address you provided regarding the possibility of continuing the insurance period, including a proposal to enter into a new insurance contract or the terms and conditions for continuing coverage for the next period. The offer referred to above may include, in particular, information regarding the scope of insurance coverage, the premium amount, and the due date and method of payment, and we will provide it along with the GTC. It will be valid until the date specified as the premium payment date.
5. We may extend the insurance period referred to in section 1 for subsequent 365-day insurance periods in accordance with the terms set forth in the proposal provided. The commencement of insurance coverage for the next period is conditional upon payment of the premium in accordance with § 4.
6. If the proposal provides for a change in the terms and conditions of insurance, we will inform you of the scope of these changes; to finalize the policy, we must conduct a new analysis of your requirements and needs, and you must give your express consent to the proposed terms and conditions.
7. To ensure continuity of the insurance period and to remind you of the upcoming expiration of the insurance period, we may additionally send you a brief reminder via text message no later than 7 days before the end of the liability period.
8. Insurance coverage:
  - 1) costs of medical treatment, search and rescue and transportation,

- 2) travel assistance,
- 3) third party liability,
- 4) delayed delivery of luggage,
- 5) medical treatment in Poland following an accident while traveling,
- 6) costs of a ski pass and costs of renting sports equipment (Sports Package), the coverage commences when you cross the border of Poland or your country of permanent residence upon departure, and ends when you cross it again upon your return from the travel. However, coverage does not extend beyond midnight on the last day of the insurance period specified in the policy.



**Example:** You have a policy valid from January 10 through January 17. On January 10 at 12:00 p.m., you leave home, but you do not cross the Polish border until 2:05 p.m. Coverage begins on January 10 at 2:05 p.m. On January 17, you return to Poland and cross the border at 4:51 p.m. Coverage ends on January 17 at 4:51 p.m.

9. Insurance coverage:
  - 1) accident coverage,
  - 2) luggage,
  - 3) sports equipment (Sports Package),
 the coverage commences when you leave your home located in Poland or your country of permanent residence at the time of departure, and ends when you return to that home from your travel, but no later than midnight on the last day of the insurance period.
10. Insurance coverage in the event of ski slope closures (Sports Package) begins no earlier than the start date of your travel and applies to the period between December 15 and March 30. The coverage ends at midnight on the last day of the insurance period specified in the policy.
11. If the insurance contract is concluded while you are already outside Poland or your country of permanent residence, coverage begins on the third day after we conclude the contract and receive the premium (waiting period). The premium covers only the period during which we provide coverage.



**Example:** If you are outside Poland on January 10 and purchase insurance for yourself on the same day, the coverage will begin on January 13.

12. In long-term Travel World insurance, the coverage period for one foreign travel is no longer than 45 days. For travels lasting longer than 45 days, our coverage ends no later than midnight on the 45th day of the travel.



**Example:** You have a policy purchased for the period from March 1 to May 29 (90 days). On March 10, you leave home, and coverage begins once you cross the Polish border upon departure. You plan to return to Poland on May 10. Please note that the coverage for a single travel lasts no longer than 45 days. In this case, the coverage will end before May 10, specifically at midnight on April 23.

13. 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) you die (in which case coverage expires only with respect to the insured who has died),
  - 4) the insurance period specified in the insurance contract ends.
  - 5) an unexpected war or act of terrorism occurs – details regarding this point are provided in § 8, section 2.



**Information:** Remember that in the situations described in section 13 points 1) – 3) and 5) the insurance ends earlier than on the date entered in the policy.

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

1. The sum insured is the maximum amount we can pay under your insurance per person.
2. The sum insured is fixed and does not change during the insurance period. Each time we pay a benefit, the sum insured is gradually depleted.



**Information:** A benefit is the amount we pay under the insurance.



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



**Example:** You have a policy with a sum insured of EUR 100,000. We have already paid EUR 60,000 for the first claim, so for the next claim you file under this insurance, we will pay a maximum of EUR 40,000 (EUR 100,000 minus EUR 60,000).

3. Under the accident insurance, we pay the maximum sum insured in the event of 100% health impairment. In the event of partial impairment we will pay a percentage of the sum insured corresponding to the degree of your permanent health impairment. In the event of your death caused by an accident, we will pay a benefit equal to 100% of the sum insured.
4. The coverage amounts and other upper limits of our liability are presented in Table 1.

## § 7 Responsibilities of the policyholder and insured

1. While the contract is in effect, the policyholder is required to notify us of any changes in circumstances that we asked about in the offer form (application) or other correspondence before we entered into the contract with them. However, if you know that the policyholder has entered into an insurance contract for you, you are also required to notify us of any changes that affect the insurance. The policyholder or you should notify us of any changes immediately upon becoming aware of them.
2. If you or the policyholder fail to fulfill any of the obligations listed in this section, we will deny compensation to the extent that such failure contributed to the occurrence, course, or extent of the loss. If the breach of these obligations was due to willful misconduct, in case of doubt, we will assume that the insurance event and its consequences resulted from these circumstances.

## § 8 Liability exclusions common to all insurance policies – situations when we do not provide insurance coverage

1. We do not provide insurance coverage if the event in question occurred as a result of a nuclear explosion, radioactive contamination, war, acts of war, riots, civil unrest, martial law, acts of terrorism, sabotage, or in connection with such events, subject to section 2.
2. **Unexpected War or Act of Terrorism Clause:** insurance coverage applies if you are unexpectedly affected by acts of terrorism, civil war, or acts of war. In the latter case, however, you must leave the area where these events are taking place. We are not liable if:
  - 1) you travel to a country where hostilities are already underway,
  - 2) you actively participate in war, acts of terrorism, or civil war,
  - 3) you are working as a war correspondent during these events.
3. Insurance coverage does not apply if the event in question arises directly from the fact that:
  - 1) you are under the influence of narcotics, psychoactive drugs or drug substitutes within the meaning of the regulations on combating drug addiction or you are under the influence of medications or other substances that diminish consciousness, unless ingestion of such substances was due to medical reasons and was instructed by a physician,

- 2) you caused the damage intentionally or through gross negligence (unless payment is justified under the circumstances),
- 3) you participate in illegal strikes,
- 4) you fail to follow physician's instructions or undergo medical treatments without medical supervision or supervision of authorized persons. An exception is made if someone provides you with first aid following an accident,
- 5) you attempt to commit or commit a crime,
- 6) you attempt to commit suicide, commit suicide, intentionally self-harm, or your body is injured at your request,
- 7) you drive a motor vehicle without the required license or under the influence of alcohol,
- 8) you participate in a flight – other than with licensed airlines – as a pilot, crew member, or passenger on an aircraft,
- 9) you are addicted to alcohol or psychoactive substances – psychoactive substance addiction is understood as mental and behavioral disorders due to psychoactive substance use (F10-F19) as classified in the ICD-10 International Statistical Classification of Diseases and Related Health Problems.

**i Information:** Although alcoholism and addiction to psychoactive substances are classified in the International Statistical Classification of Diseases and Related Health Problems (ICD-10) as mental disorders and disorders caused by the use of psychoactive substances, we are not liable for any damage arising in connection with them.

4. We are not liable if a given event occurred as a result of a pandemic or an infectious disease epidemic other than COVID-19.

## § 9 How and when should you report a claim?

**i Information:** After reading this section, you will know what to do if something happens. You will learn what to do so that we can help you or pay your benefit under insurance.

1. If:
  - 1) you suddenly fall ill, have an accident, or experience an event covered by the insurance of medical treatment in Poland following a travel accident—call the Help Center as soon as possible, but no later than 72 hours after the event;
  - 2) an event under the insurance of: luggage, delayed delivery of luggage, third party liability, Sports Package occurs – notify the Help Center by e-mail, phone or in writing no later than within 7 days following the event, provide the information necessary for us to assist you or pay the benefit. Follow the recommendations of the Help Center and enable the Center to perform activities necessary for determining the circumstances of the event.

**i Information:** If you suddenly develop an illness or are involved in an accident, contact the Help Center immediately. If, for reasons beyond your control, you are unable to report the claim immediately, do so as soon as possible. Be sure to collect documentation, such as original receipts and invoices, so that we can reimburse you based on them.  
The number of the Help Center is provided in the policy.

2. 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 benefit.
3. 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.
4. 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.
5. If the person filing the claim has given us untrue or incomplete information, we may consider it to be a basis for not paying the benefit if it affects the determination of the circumstances of the insurance event and our liability.

## § 10 How do we provide assistance and pay the benefit? – general information

1. The claim may be filed by you or another person. After receiving the claim, we verify exactly what happened and whether the insurance covers the event, what assistance is needed, and whether we will pay the benefit. 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 benefit up to 30 days after we have received the notice of the event occurrence. If we do not pay the benefit by this date, we notify the person filing the claim of the reasons.
3. If we have doubts as to whether payment of the entire benefit or a portion thereof is justified, we will pay only the undisputed portion of the benefit until we have clarified all the circumstances. We do this up to 30 days from the date we receive your notification.
4. If we determine that you are not entitled to the benefit or assistance, or that you are entitled to it only to a limited amount or extent, we will inform the person who filed the claim. In such cases, we will also specify the circumstances and the legal basis justifying our position.
5. We may refuse to pay the benefit under insurance or suspend payment to the extent that the lack of required documents or information prevents us from determining our liability or the amount of the benefit.
6. We pay the benefit 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. You are obligated to assist us in pursuing claims against the parties responsible for the damage and to provide us with the necessary information and documents.



**Information:** If the damage was caused by a third party (a stranger who caused the event), you are required to provide us with information about the person responsible for the event or the persons liable for it, if you have such information.

8. 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.



**Example:** On the slope, another skier collided with you, causing you to break your leg. However, you signed a statement releasing the person responsible for the accident from liability for your medical expenses. In this case, we have the right to refuse to pay for the costs of medical treatment of your broken leg abroad, because you have deprived us of the ability to recover the funds from the person responsible for the accident.

## § 11 Complaints – how to file them?

1. You, the policyholder, the beneficiary and the heir who has a legal interest in the determination of liability or the fulfillment of the benefit under the insurance contract, have the right to file complaints about the services we provide. You can file them:
  - 1) electronically:
    - a. using the application at [www.tueuropa.pl](http://www.tueuropa.pl),
    - b. by email to: [bok@tueuropa.pl](mailto:bok@tueuropa.pl),
  - 2) by phone at: +48 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 of our customer service offices;
  - 4) by mail – to the address of our head office or to our electronic delivery address: AE: PL-37102-97883-IARWG-21.
2. Our contact details are available at [www.tueuropa.pl](http://www.tueuropa.pl).
3. If we do not accept the claim filed by you, the policyholder, the beneficiary or the heir referred to in section 1 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 you, the policyholder, the beneficiary or the heir referred to in section 1 are consumers, you can also use the assistance of the Municipal and District Consumer Ombudsmen.
5. We are subject to the supervision of the Polish Financial Supervision Authority.
6. 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.
7. 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.

## **§ 12 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 helpline, we will treat the contract as having been concluded by means of distance communication.

3. The policyholder must pay the premium for the time when we provide coverage – even if the policyholder withdraws from the contract.

## **Chapter II Insurance of costs of medical treatment, search and rescue and transportation**

### **§ 13 Subject of insurance of costs of medical treatment, search and rescue and transportation – what do we cover?**

1. The insurance covers:
  - 1) costs of medical treatment,
  - 2) costs of search and rescue,
  - 3) services and costs of transportation.

### **§ 14 Scope of insurance of costs of medical treatment – in which situations do we provide coverage?**

1. We will pay benefits if you incur reasonable costs when you suddenly fall ill or suffer an accident while traveling. We typically settle claims on a cashless basis and pay the money directly to the medical facility providing care. These costs must be documented and relate to:
  - 1) necessary medical treatment instructed by a physician (examinations, procedures, surgery, hospital stay, subject to § 18 section 6 point 20),

**i Information:** We do not reimburse the costs of treatment or stays in nursing homes, hospices, psychiatric hospitals and hospital psychiatric wards, addiction treatment centers, sanatoriums and health resorts, preventive care facilities, rehabilitation centers and facilities, and hospital rehabilitation wards, even if the treatment or stay is due to a mental illness.

- 2) outpatient treatment including examinations and medical care, analyses, procedures, physician's consultations, including the travel of the physician to the place where you stay and purchase of necessary medications, dressing materials and crutches,
- 3) medical consultations,
- 4) costs of preterm labor occurring no later than the 32nd week of pregnancy (31st week and 6 days), including medical care for the mother and newborn,
- 5) dental treatment – only if acute inflammation occurs or medical assistance is necessary following an injury sustained as a result of an accident. The insurance covers only emergency dental treatment – we do not pay for subsequent root canal treatment or crown restoration,
- 6) decompression chamber:
  - a. in situations where its use is medically justified and resulted from diving to a depth of 18 m – options: **VIP, VIP Plus and The Best**,
  - b. if the need for its use is medically justified and resulted from diving exceeding the depth of 18 m – options: **VIP, VIP Plus and The Best**, provided that the scope of coverage has been extended to include extreme sports.
2. If the total hospitalization costs are refunded based on a valid European Health Insurance Card and the hospitalization period is not shorter than 3 days, we will pay you a daily hospital benefit of PLN 200 for each day of hospital stay, up to 30 days.

## § 15 Scope of insurance of costs of search and rescue – in which situations do we provide coverage?

1. We will cover the costs of a rescue or search operation. The operation must be conducted by specialized search and rescue services to save your life or health – if you suddenly suffer a sudden illness or an accident. You must provide documentation of these costs.
2. We consider the search period to be the time from when you are reported missing until you are found or the search operation is terminated.
3. We define rescue as the provision of emergency medical care that you receive from the moment you are found until you are transported to the nearest hospital.

## § 16 Scope of insurance of costs of transportation – in which situations do we provide coverage?

1. If you suffer a sudden illness or an accident while traveling, we will cover the costs of your transportation:
  - 1) **from the accident site or lodging to an outpatient clinic or hospital** The Help Center selects the hospital, reserves a bed, and arranges transportation to the hospital if your medical condition requires it,
  - 2) **between medical facilities** – if the medical facility where you are staying does not provide medical care appropriate for your health condition. This transportation is provided based on a documented recommendation from the treating physician,
  - 3) **to your place of lodging during the travel** – once you have received medical assistance. Medical transportation is provided if the treating physician so recommends. We cover the costs of medical transportation up to the sum insured for costs of medical treatment. We cover non-medical transportation costs up to **EUR 300**,
  - 4) **return transportation to Poland, to a medical facility in Poland, or to the country of permanent residence.** This transportation is provided if – due to your health condition – you are unable to use your previously scheduled means of transportation. The decision regarding transportation is made by a physician at the Help Center and the treating physician. Transportation is provided only after you receive assistance that enables you to return to Poland or your country of permanent residence, and it is carried out using a mode of transportation appropriate for your health condition. If the treating physician determines that transportation to Poland or your country of permanent residence is feasible, and you do not consent to it, you will not receive further benefits. We cover the costs of return transportation to a country of permanent residence other than Poland up to the amount we would have incurred for transportation to Poland.

- 5) **Transporting the body to the place of burial in Poland or the country of permanent residence, or burial at the destination.** This transportation takes place on case of death during the travel. We cover the costs of transporting the body to the place of burial in Poland or the country of permanent residence, or the costs of burial at the travel destination. We cover the costs of transporting the body to the place of burial in the country of permanent residence or the costs of burial at the travel destination up to the amount we would have incurred to transport the body to Poland if we had commissioned a Polish company specializing in repatriating bodies from abroad. We also cover the costs of a transport coffin (up to **EUR 1,500**, if local transport regulations require it) or an urn, cremation, sanitary costs (cold storage, embalming), and administrative costs (consular fees, permits).
2. If repatriation to Poland or your country of permanent residence is not possible due to medical contraindications, we cover the costs of your hospital stay. We will do so until your health allows for transportation – even if the term of our coverage has expired. We will not cover costs that exceed the sum insured.

## Chapter III Travel assistance insurance

### § 17 Subject and scope of travel assistance insurance—what do we cover and what assistance do we provide?

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

1. Our insurance covers services and costs of travel assistance.
2. We cover the costs of the services listed below up to the sum insured (listed in the policy) or up to other limits (listed in the GTC; see Table 3 below).
3. As part of our travel assistance insurance, we provide the following insurance benefits – listed in the Table below:

 **Table 3** – Travel assistance insurance (scope)

| Insurance benefits – what is covered?                                                                                                                                                                                                                                                                                                                                                                                                                                       | Option:<br>Standard                       | Option:<br>Standard Plus                  | Option:<br>VIP                            | Option:<br>VIP Plus                       | Option:<br>The Best                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-------------------------------------------|-------------------------------------------|-------------------------------------------|-------------------------------------------|
| 1) <b>24/7 Help Center support</b> , available to you around the clock, seven days a week. The phone number is provided in the policy.                                                                                                                                                                                                                                                                                                                                      | yes                                       | yes                                       | yes                                       | yes                                       | yes                                       |
| 2) <b>We arrange medical assistance</b> – we indicate a medical facility or schedule a physician's appointment.                                                                                                                                                                                                                                                                                                                                                             | yes                                       | yes                                       | yes                                       | yes                                       | yes                                       |
| 3) <b>We guarantee coverage of the costs of outpatient or inpatient treatment</b> – up to the sum insured. We also settle payments directly with the medical facility treating you.                                                                                                                                                                                                                                                                                         | yes                                       | yes                                       | yes                                       | yes                                       | yes                                       |
| 4) <b>We extend insurance coverage in emergency situations for up to 5 days</b> – with no additional premium. We do this if your return from your travel is delayed due to: a breakdown, an accident, a cancellation, a delay in land, water, or air transportation, or another random event. In such a case, you must contact the Help Center as soon as possible and be sure to document the event.                                                                       | yes                                       | yes                                       | yes                                       | yes                                       | yes                                       |
|  <b>Example:</b> While you were in Greece, a fire broke out, causing your return flight to be rescheduled for 5 days later. In this case, contact the Help Center to extend your coverage.                                                                                                                                                                                                  |                                           |                                           |                                           |                                           |                                           |
| 5) <b>We organize and cover the travel expenses for an accompanying person.</b> We do this if – due to your health condition—you require transportation to Poland or your country of residence. We arrange and cover the additional costs of transporting one accompanying person to Poland if their presence is necessary to bring you back to your country. We do this if such a recommendation is documented by the physician treating you abroad or by the Help Center. | up to<br>EUR 1,000                        | up to<br>EUR 1,000                        | up to<br>EUR 1,000                        | up to<br>EUR 1,000                        | up to<br>EUR 1,000                        |
| 6) <b>We arrange and cover the costs of lodging and meals for an accompanying person.</b> We do this if an accompanying person is necessary to complete the formalities related to organizing your return and to provide care for you until your return or transportation to Poland or your country of residence.                                                                                                                                                           | up to 7 days,<br>up to EUR 100<br>per day | up to 7 days,<br>up to EUR 100<br>per day | up to 7 days,<br>up to EUR 100<br>per day | up to 7 days,<br>up to EUR 100<br>per day | up to 7 days,<br>up to EUR 100<br>per day |
| 7) <b>We arrange and cover the costs of lodging, meals, and return transportation to Poland or your country of permanent residence in the event of mandatory quarantine or isolation related to COVID-19, as recommended and organized by the medical authorities of your destination country,</b> which prevents you from returning to Poland or your country of permanent residence on the originally scheduled date.                                                     | no                                        | no                                        | up to<br>EUR 2,000                        | up to<br>EUR 2,000                        | up to<br>EUR 2,000                        |

| Insurance benefits – what is covered?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Option:<br>Standard                       | Option:<br>Standard Plus                  | Option:<br>VIP                            | Option:<br>VIP Plus                       | Option:<br>The Best                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-------------------------------------------|-------------------------------------------|-------------------------------------------|-------------------------------------------|
| 8) <b>We arrange and cover the costs of a visit by the person summoned as a companion.</b><br>We do this if you are hospitalized for more than 7 days. We arrange and cover the costs of transportation both ways of one person summoned as a companion. The Help Center covers the costs of a train ticket or bus ticket or – if the journey by train or bus is longer than 12 hours – economy-class plane ticket. Additionally, we arrange and cover the costs of lodging for the person summoned as a companion – for up to 7 days and EUR 100 per day. | up to<br>EUR 2,000                        | up to<br>EUR 2,000                        | up to<br>EUR 2,000                        | up to<br>EUR 2,000                        | up to<br>EUR 2,000                        |
| 9) We arrange for the delivery of necessary medications. We do this if you lose them while traveling. We contact the physician treating you in Poland and then deliver the medications or their substitutes. We do not cover the costs of medical consultation, medications, or their delivery. You must reimburse us for these costs within 14 days of your return from your travel.                                                                                                                                                                      | yes                                       | yes                                       | yes                                       | yes                                       | yes                                       |
| 10) <b>We arrange and cover the additional costs of your lodging and meals abroad.</b> We do this:<br>a) if transportation to Poland or to a location from which you can continue your journey does not take place immediately after the end of your hospital stay, because your treating physician prohibits it, b) if you cannot continue your journey due to a medically recommended isolation requirement related to the following infectious diseases: chickenpox, measles, mumps, rubella.                                                           | up to 7 days,<br>up to EUR 100<br>per day | up to 7 days,<br>up to EUR 100<br>per day | up to 7 days,<br>up to EUR 100<br>per day | up to 7 days,<br>up to EUR 100<br>per day | up to 7 days,<br>up to EUR 100<br>per day |
| 11) <b>We arrange and cover the costs of transportation so you can continue your travel after your treatment is complete.</b> We do this from your place of stay at a hospital or outpatient clinic abroad to the location from which you can continue your travel.                                                                                                                                                                                                                                                                                        | up to EUR 500                             | up to EUR 500                             | up to EUR 500                             | up to EUR 500                             | up to EUR 500                             |
| 12) <b>We arrange and cover the costs of a substitute driver.</b> We do this if you are traveling alone or if your accompanying person does not have a driving license or is otherwise unable to drive, and you are involved in an accident or suffer a sudden illness and your health condition prevents you from driving. This condition must be confirmed by a physician. The return travel shall be done via the shortest route. We do not cover the costs of fuel, highway tolls and parking fees.                                                    | no                                        | no                                        | up to EUR 500                             | up to EUR 500                             | up to EUR 500                             |

| Insurance benefits – what is covered?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Option:<br>Standard | Option:<br>Standard Plus | Option:<br>VIP     | Option:<br>VIP Plus | Option:<br>The Best |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|--------------------------|--------------------|---------------------|---------------------|
| <p>13) <b>We act as an intermediary in the submission of bail.</b> If you are detained in relation to events for which you are responsible during travel, and the legislation of the given country requires the payment of bail to release you from custody, we act as an intermediary in the submission of the amount of bail specified by the court in order to release you from custody. The bail will be paid by the Help Center; the person you designate will transfer the specified amount to the Help Center's designated bank account. We do not act as an intermediary in the submission of bail if the entire evidence unambiguously indicates that the detention or pre-trial detention was caused by your deliberate action or that it was related to the trading of intoxicants, drugs and alcohol or your involvement in political activities. We also do not act as an intermediary in the submission of bail, if the bail is required to secure customs duties or administrative fees.</p> | no                  | no                       | yes                | yes                 | yes                 |
| <p>14) <b>We arrange and cover the costs of transporting minor children</b> – to their place of residence in Poland or to the place of residence of the person you designate as their guardian in Poland. We do this if:</p> <ul style="list-style-type: none"> <li>a) you travel with minor children and</li> <li>b) you are not accompanied by another adult,</li> <li>c) you need to receive medical treatment in a hospital.</li> </ul> <p>In such situation we cover the costs of a train ticket or bus ticket or – if the journey by train or bus is longer than 12 hours – economy-class plane ticket. The Help Center supervises the transportation of children. To receive assistance, you must consent to this service and designate a person who will take care of the children once the transportation is complete. If obtaining your consent is not possible for objective reasons, we follow the consular procedures of the relevant country.</p>                                             | no                  | no                       | up to<br>EUR 2,500 | up to<br>EUR 2,500  | up to<br>EUR 2,500  |

| Insurance benefits – what is covered?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Option:<br>Standard | Option:<br>Standard Plus | Option:<br>VIP     | Option:<br>VIP Plus | Option:<br>The Best |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|--------------------------|--------------------|---------------------|---------------------|
| <p>15) We arrange and cover the costs of interrupting your travel. We arrange and cover the costs of your return to Poland or your country of permanent residence if you are unable to use your original means of transportation and are forced to abruptly interrupt your travel in the event that:</p> <ul style="list-style-type: none"> <li>a) A close relative suffers an accident or develops a sudden illness, requiring hospitalization. We are liable if the event occurs in Poland or your country of permanent residence,</li> <li>b) your close relative dies,</li> <li>c) there is serious damage to your property or to the premises where you conduct business in Poland, and such damage results from fire, natural disasters, or is a consequence of a crime and necessitates legal and administrative procedures requiring your presence.</li> </ul> <p>We cover the costs of a train ticket or bus ticket or – if the journey by train or bus is longer than 12 hours – economy-class plane ticket.</p> | no                  | no                       | up to<br>EUR 1,200 | up to<br>EUR 1,200  | up to<br>EUR 1,200  |
| <p>16) <b>We arrange and cover the costs of transportation</b> of your close relatives who are traveling with you to your country of residence. We do this: a) in the event of your hospitalization or death, b) if return transportation cannot be arranged on the originally scheduled date due to a medically recommended isolation period related to the following infectious diseases: chickenpox, measles, mumps, or rubella. In such situation we cover the costs of a train ticket or bus ticket or – if the journey by train or bus is longer than 12 hours – economy-class plane ticket if you are unable to use your original means of transportation.</p>                                                                                                                                                                                                                                                                                                                                                      | no                  | no                       | no                 | up to EUR<br>2,500  | up to<br>EUR 2,500  |
| <p>17) <b>We cover necessary and reasonable costs related to flight delay.</b> If your scheduled flight is canceled or delayed by a commercial airline for more than 5 hours, we will reimburse you – as the holder of a valid airline ticket – for expenses incurred for necessary toiletries, clothing, and food items that are not covered by the airline. We do not reimburse costs in the event of cancellation or delay of charter flights.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | no                  | no                       | no                 | up to EUR 200       | up to EUR 200       |

4. We cover the costs of phone calls to the Help Center that you incur in connection with events covered by the insurance. You must provide documentation of these costs.

## § 18 Liability exclusions under the insurance of costs of medical treatment, search and rescue and transportation, as well as travel assistance insurance – situations when we do not provide insurance coverage

**i Information:** After reading this section, you will learn what situations are not covered by our insurance.

1. We do not provide insurance coverage in the situations described in § 8.
2. We do not reimburse the costs of medical treatment, search and rescue, transportation, or travel assistance if you act contrary to the decision of the Help Center or the physician treating you abroad. This does not apply to situations (in which case we do provide coverage) where – due to your health condition – you are unable to contact the Help Center.
3. Furthermore, insurance coverage does not apply if you:
  - 1) participate in amateur winter sports without having taken out a **VIP, VIP Plus, or The Best** insurance option,

**i Information:** If you plan to ski or snowboard as an amateur, choose the **VIP, VIP Plus, or The Best** option which will cover you while participating in these sports. Please note that the **Standard** and **Standard Plus** options do not provide coverage when you are participating in amateur winter sports.

- 2) participate in extreme sports or competitive sports – unless you extend your coverage in this respect (this is only possible with the **VIP, VIP Plus, or The Best** options),
- 3) perform dangerous manual labor – unless you extend your coverage in this respect.

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

4. We are not liable for an event if there are medical contraindications to beginning your travel. This also applies to situations where, prior to the travel, there were medical indications for surgery or a hospital stay – provided that they contributed to the event.
5. Our insurance does not cover compensation for suffered pain, physical suffering and moral suffering.
6. We do not reimburse the costs of:
  - 1) preventive vaccinations – except for prophylactic vaccinations for tetanus and rabies,
  - 2) preventive dental treatment, excluding the cases requiring immediate, necessary medical care;
  - 3) continued treatment of illnesses occurring before covering with the insurance,
  - 4) treatment unrelated to the medical care provided in the event of sudden illness or accident,
  - 5) treatment that exceeds the scope of medical services necessary to restore your health to a condition that allows for your transportation or return to Poland. This is determined by the Help Center's physician and the treating physician,
  - 6) related to pregnancy and childbirth – after the 32nd week of pregnancy (31st week + 6 days),
  - 7) contraceptives or termination of pregnancy – unless performed to save life or preserve health,
  - 8) plastic surgery and cosmetic procedures,
  - 9) treatment of sexually transmitted diseases, venereal diseases, AIDS, HIV,
  - 10) treatment, search and rescue, transportation, and travel assistance related to an infectious disease epidemic or pandemic other than COVID-19,
  - 11) repair and purchase of prosthetics, including dental prostheses, eyeglasses, hearing aids, and other rehabilitation equipment (except for crutches), provided that their damage was not related to an accident,
  - 12) special nutrition or tonics and measures customarily used by you, vaccination, massage, baths, inhalation, exercise therapy and irradiation – even if any of these measures are instructed by the physician,
  - 13) hospital services other than standard ones, such as the use of television sets,
  - 14) treatment, hospital stay, or lodging – if, in the opinion of the Help Center's physician, the start of treatment can be postponed until you return to Poland or your country of permanent residence,

- 15) examinations that are not necessary to diagnose a disease, follow-up examinations, and obtaining medical certificates,
- 16) sanatorium treatment, therapy, prevention and physiotherapy,
- 17) medications issued without written instruction issued by a physician,
- 18) treatment by a physician being your family member, unless he/she is the physician indicated by the Help Center to provide treatment abroad,
- 19) treatment and medications not recognized by conventional medicine,
- 20) treatment and stay in nursing homes, hospices, psychiatric hospitals and psychiatric hospital wards, addiction treatment centers, sanatoriums, health resorts, preventoria, physical rehabilitation centers and hospital rehabilitation units,
- 21) treatment, search and rescue, transportation, or travel assistance – if needed – because you did not get vaccinated or undergo other preventive measures required by the authorities of the countries you are traveling to.
- 22) We do not reimburse costs related to flight delay if the delay occurred after your return to Poland or your country of permanent residence.

### **§ 19 Insurance of costs of medical treatment, search and rescue and transportation, travel assistance – what do you need to do so that we can provide assistance or pay the benefit?**

1. In addition to the obligations listed in § 9, to receive assistance or insurance benefits, you must:
  - 1) call the Help Center as soon as possible, but no later than within 72 hours following the event and notify the event covered by insurance. If we are to reimburse you for expenses, you must ensure that we approve them before taking any action on your own. If, for objective reasons, you are unable to do so, any person may make the notification on your behalf,
  - 2) give the information needed for us to provide assistance or as requested by the Help Center: full name, location, contact information,
  - 3) comply with the recommendations of the Help Center,
  - 4) allow physicians authorized by us to access all medical information related to the event,
  - 5) allow the Help Center to take the steps necessary for us to determine the circumstances of the loss, the validity of the claim, and the amount of the claim. You are also required to keep evidence and provide us with assistance and explanations for this purpose,
  - 6) secure the possibility of pursuing compensation claims against the persons responsible for the damage.
2. If you or another person acting on your behalf are unable to contact the Help Center due to a random event or force majeure, you are required to do so as soon as possible – within 5 days of the date on which contact was already possible.

### **§ 20 Insurance of costs of medical treatment, search and rescue and transportation, travel assistance – how do we provide assistance or pay the benefit?**

1. Once the Help Center receives notification of the event and confirms that it is covered by the insurance, it will provide you with assistance or pay the benefit.
2. If we are required to reimburse costs, we settle the claim directly with the issuer of the invoice, i.e., non-cash payment.



**Information:** This means you do not have to cover the costs of your medical treatment out of your own pocket – we will reimburse for the costs to the medical facility directly.

3. However, if you pay the costs yourself because the medical facility does not accept direct billing with us, we will reimburse you – we will pay you back.

## Chapter IV Accident insurance (NNW)

### § 21 Subject and scope of the accident insurance – what do we cover?

The insurance covers:

- 1) permanent health impairment and
- 2) death,  
caused by an accident.

### § 22 Liability exclusions under accident insurance – situations when we do not provide insurance coverage

1. We do not provide insurance coverage in the situations described in § 8.
2. We do not consider events caused by processes within the human body to be accidents: heart attack, hemorrhage, stroke, sudden cardiac arrest, or cerebral hemorrhage.
3. We also do not consider events to be accidents if they occur as a result of:
  - 1) your improper medical treatment or improperly performed medical procedures,
  - 2) an infection contracted by you – unless you are infected with a pathogenic virus or bacterium as a result of an accident (in which case we are liable). In the case of tetanus or rabies contracted, we are liable – regardless of how you contract them,
  - 3) food poisoning after consuming liquids or solids by you,
  - 4) an abdominal or inguinal hernia suffered by you – unless it resulted from an accident (in which case we are liable),
  - 5) damage to intervertebral discs or internal bleeding suffered by you – unless these result from an accident (in which case we are liable),
  - 6) an epileptic seizure or lose consciousness suffered by you and caused by an illness.
4. We do not deem the permanent health impairment or death a consequence of an accident if they occur 24 months after the accident.
5. Our insurance does not cover compensation for suffered pain, physical suffering and moral suffering.
6. Furthermore, we are not liable for an incident the event if you:
  - 1) participate in amateur winter sports without having taken out a **VIP, VIP Plus, or The Best** insurance option,
  - 2) participate in extreme sports or competitive sports – unless you extend your coverage in this respect (this is only possible with the **VIP, VIP Plus, or The Best** options),
  - 3) perform dangerous manual labor – unless you extend your coverage in this respect.

### § 23 Accident insurance – what do you need to do so that we can pay the benefit?

 **Information:** Below, we describe step-by-step what you should do in the event of an accident.

1. In addition to the obligations described in § 9:
  - 1) you should (in the case of permanent health impairment) or the beneficiary should (in the case of your death) call the Help Center as soon as possible but no later than within 72 hours from the event and notify the accident,
  - 2) you or the beneficiary should apply for insurance benefit: electronically (via our website), by phone, or in writing to TU Europa S.A.,

 **Information:** We encourage you to apply through our website – this speeds up the benefit processing time.

- 3) You are required to notify us when your treatment and rehabilitation are complete and to provide medical documentation detailing their course. Once treatment is complete, we may refer you to a medical board appointed by us in Poland, who will determine the degree of permanent health impairment. You are required to present all medical documentation to the medical board and undergo medical examinations. We cover the costs of physicians' fees, your appearance before the medical board, including your travel to Poland. We reimburse travel costs for transportation other than public transport, if justified. You may appeal against the board's decision,
- 4) The beneficiary should attach:
  - a. medical documentation detailing the course of your treatment and rehabilitation, if you have such documents or can obtain them in accordance with the law,
  - b. abridged copy of the death certificate,
  - c. a document confirming their identity – if the beneficiary is designated by name. If no specific person has been designated by name, the family member applying for the payment under insurance should present a document confirming their kinship or affinity to you.

## § 24 Accident insurance – how do we process notification and pay the benefit?



**Information:** This section contains information about the method of determining the amount of the insurance benefit under accident insurance.

1. The legitimacy of accident insurance claims is established after it is determined that there is a causal relationship between the accident and your death or your permanent health impairment.



**Example:** If you report a broken arm to us, we must confirm that it occurred as a result of an accident during your travel and within the period for which we provide insurance coverage.

2. A physician appointed by us determines the causal relationship and the degree of permanent health impairment based on the medical documentation we receive. We determine the percentage of permanent health impairment based on the health impairment standards table, which is used to assess the consequences of accidents at work and on the way to work. This table is an appendix to the Regulation of the Minister of Labor and Social Policy dated December 18, 2002 (item 1974). The Table is available at [www.tueuropa.pl](http://www.tueuropa.pl).
3. The degree of permanent health impairment is determined once your treatment is complete.
4. If you receive insurance benefit for permanent health impairment and then die within 12 months of the accident as a result of the same event, the payment under insurance to the beneficiary due to your death is reduced by the amount we previously paid you.



**Example:** You have a policy with a sum insured of EUR 7,000. As a result of a permanent health impairment sustained during your travel, we paid you a benefit of EUR 4,000. You died as a result of complications following that accident. In this case, the beneficiary will receive EUR 3,000 from us (EUR 7,000 minus the EUR 4,000 in compensation for permanent health impairment that we previously paid). However, if we paid you compensation for permanent health impairment in the amount of EUR 7,000 and death subsequently occurs, in that case the beneficiary is no longer entitled to compensation.

5. If you die before we determine the degree of permanent health impairment and if your death is not causally related to the accident, we estimate the amount of the benefit we should pay to the beneficiary. We make our decision based on medical documentation and physicians' opinions.
6. If death results from the accident, we determine whether to pay the benefit and, if so, the amount. We do this based on:
  - 1) required documents,
  - 2) death certificate and documents indicating the cause of death,
  - 3) documents establishing the kinship or affinity of the beneficiaries, or other documents showing that the beneficiaries are your heirs,
 unless the beneficiary is a person that does not have such documents and cannot obtain them under the Polish law.
7. We pay the death benefit to the beneficiary.

## Chapter V Luggage insurance

### § 25 Subject and scope of luggage insurance – what do we cover?

1. The insurance covers your luggage.
2. We insure the following items of luggage: clothing, footwear, eyeglasses, small electrical appliances: hair dryer, iron, curling iron, hair straightener, electric shaver, depilator, toothbrush, toiletries and cosmetics, strollers and wheelchairs, tents, sleeping bags, portable electronic devices (cell phones, computers, audio and video storage devices, photographic and audio-video equipment, including accessories, which are under your direct care).
3. The insurance covers loss, destruction of, or damage to luggage, including its items, resulting from:
  - 1) robbery,
  - 2) burglary,
  - 3) transport accident,
  - 4) accident or sudden illness as a result of which you lost your capacity to take care of the luggage and secure it,
  - 5) fire, hurricane, flood, lightning, explosion, heavy rain, avalanche, earthquake, aircraft crash and water discharge from water and sewer equipment,
  - 6) fault of a public carrier responsible for the luggage transport in accordance with a waybill,
  - 7) fault of a luggage storage facility where the luggage was left in exchange for a receipt.

**i Information:** Our luggage insurance does not cover suitcases or other luggage containers, unless you lose your luggage permanently and are unable to recover it.

### § 26 Liability exclusions under luggage insurance – situations when we do not provide insurance coverage

1. We do not provide insurance coverage in the situations described in § 8.
2. We do not provide coverage for the following items:
  - 1) suitcases and other luggage containers – unless the luggage is lost or completely destroyed,
  - 2) furs,
  - 3) items used for trading, service provision or production,
  - 4) items not listed in § 25 section 2.
3. We are not liable for the following damage:
  - 1) damage to or theft of car/truck equipment,
  - 2) damage caused during theft without burglary or using copied keys,
  - 3) damage to, destruction, or loss of items in connection with their use, spontaneous combustion, spontaneous deterioration, leakage, or breakage,
  - 4) damage occurred in cameras, electrical, and electronic equipment as a result of their defects or by the action of electrical current during operation; this exclusion does not apply if the action of electrical current caused a fire,
  - 5) damage as a result of confiscation, seizure or destruction by customs authorities or other authorities,
  - 6) damage caused by animals or vermin,
  - 7) damage not reported by you to the police or the carrier immediately upon discovery of the damage,
  - 8) damage already compensated – by the carrier or the luggage storage facility,
  - 9) damage a result of burglary from a tent.

**i Information:** If your luggage has been stolen – remember to report this to the police.

## § 27 Luggage insurance –what to do to receive the benefit?

1. In addition to the obligations described in § 9, you are required to:
  - 1) make a report to the police as soon as possible, obtain a confirmation of the report, and a list of the lost items. You are required to do so if you are the victim of a robbery, burglary, or a transport accident,
  - 2) notify the carrier as soon as possible of any damage to the luggage entrusted to the carrier. You are required to obtain confirmation of the report,
  - 3) notify the administration as soon as possible about any damage at your lodging and obtain a written confirmation of this fact,
  - 4) notify the Help Center within 7 days of the event. If the damage was caused by the carrier or the luggage storage facility, you are also required to attach to the damage report form a written statement from the carrier or the luggage storage facility that includes at least the following information:
    - a. about loss, destruction of, or damage to luggage,
    - b. about any compensation,
    - c. whether the luggage has been recovered,
  - 5) upon request of the Help Center – deliver a photo of the destroyed luggage.
2. If you recover the lost items, you are required to notify the Help Center immediately and return any benefit previously paid to you for those items.

## § 28 Luggage insurance – how do we process notification and pay the benefit?

1. If your luggage is lost or completely destroyed as a result of the events specified in § 25 section 3 (total loss), we will pay an amount equal to the actual value of the lost luggage, including the luggage container (bag or suitcase), not exceeding the sum insured under luggage insurance. In this situation, we do not require you to provide receipts for the luggage.
2. If items in the luggage are damaged, we will pay a benefit equal to the repair costs. If the repair costs exceed the value of the item in question, we will pay a benefit equal to the actual value of that item. In this case, we require you to provide receipts for the repair.
3. The actual value of an item is the amount for which an item of the same purpose, standard, and quality can be purchased, provided that when determining the amount of compensation, we do not take into account:
  - 1) sentimental, heritage, collector's, historic, or museum value,
  - 2) scientific or intellectual value, or personal preferences,
  - 3) innovation, modernization or improvement,
  - 4) VAT, if you have deducted it in accordance with applicable law.

## Chapter VI Insurance of the delayed delivery of luggage

### § 29 Subject and scope of the insurance of the delayed delivery of luggage – what do we cover, what assistance do we provide and when do we pay the benefit?

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

1. The insurance covers costs related to delayed delivery of luggage you entrusted to the carrier in accordance with a waybill.
2. If your luggage is delayed by at least 5 hours, we will reimburse you for the cost of necessary toiletries and clothing that you incur after waiting 5 hours for your luggage.
3. If you receive a benefit under the insurance of the delayed delivery of luggage and are subsequently entitled to a payment under the luggage insurance, we will pay you the amount minus the amount previously paid.

### **§ 30 Liability exclusions under the insurance of the delayed delivery of luggage – situations when we do not provide insurance coverage**

1. We do not provide insurance coverage in the situations described in § 8.
2. We are not liable for an event if the delay in the delivery of your luggage:
  - 1) results from detention of the luggage by the customs authorities or other state authorities,
  - 2) occurred after your return to Poland or your country of permanent residence.
3. We are not liable for costs you incur to purchase:
  - 1) perfumes,
  - 2) toiletries and clothes prior to the lapse of 5 hours.

### **§ 31 Insurance of the delayed delivery of luggage – what to do to receive the benefit?**

1. In addition to the obligations described in § 9, you are required to:
  - 1) notify the delay in luggage delivery to the carrier and obtain documents from the carrier to confirm the delay of the luggage,
  - 2) notify the Help Center within 7 days of the event.
2. We will reimburse you for the cost of purchasing necessary toiletries and clothing based on the documents confirming the costs you incurred, which documents you will provide to us.

## **Chapter VII Third party liability insurance (TPL)**

### **§ 32 Subject and scope of the third party liability insurance – what do we cover, what assistance do we provide and when do we pay the benefit?**

1. The insurance covers third party liability, i.e., liability for personal damage and damage to property caused by you in your private life (not related to your business activities) to other persons through a tort.

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

2. We consider all damage that occurred as a result of the same accident or from the same cause – regardless of the number of injured parties – to be a single accident and assume that they occurred at the time the first damage arose.

**i** **Information:** If multiple instances of damage occurred as a result of a single accident and they became apparent after some time, we will treat this as a single claim.

### **§ 33 Liability exclusions under third party liability insurance – situations when we do not provide insurance coverage**

**i** **Information:** This section contains information about events that are not covered by third party liability insurance.

1. We do not provide insurance coverage in the situations described in § 8.
2. We will not pay the benefit if:
  - 1) claims exceed the scope of third party liability insurance as defined in § 32 section 1,
  - 2) claims arise from a contract you have entered into or from specific promises you have made,
  - 3) you cause the damage in question to a close relative or a person for whom you are responsible,
  - 4) damage results from owning, driving, using or starting mechanical vehicles, aircraft and watercraft,
  - 5) the claim arises or is pursued in connection with a violation of criminal law,

- 6) you lose or damage property that belonged to you or to another person, if that person entrusted, rented, lent, or placed such property in the care or control of you or persons for whom you are responsible,
- 7) the damage is related to your professional activities, working abroad, or the conduct of a business activity intended to generate a profit,
- 8) damage is caused during hunting,
- 9) claims arise from the fact that you infect another person with a disease,
- 10) you cause damage to the natural environment,



**Example:** You are not covered if you discard a smoldering cigarette, resulting in a forest fire.

- 11) damage is caused by animals you own,
  - 12) damage results from you having and using guns of every kind and description,
  - 13) damage occur for which you are liable because you have contractually assumed a third party liability or extended the scope of your own third party liability under the law,
  - 14) damage is made to movable property you use under an agreement for rental, tenancy, lease or lending for use or under another civil law agreement,
  - 15) damage occurs because you are under the influence of alcohol,
  - 16) damage is caused in relation to your performance of dangerous manual labor,
3. Furthermore, we are not liable if you:
- 1) participate in amateur winter sports without having taken out a **VIP, VIP Plus, or The Best** insurance option,
  - 2) participate in extreme sports or competitive sports – unless you extend your coverage in this respect (this is only possible with the **VIP, VIP Plus, or The Best** options).
4. We are not liable for fines, administrative penalties, or court penalties imposed on the insured, including damages or benefits of a penal nature, contractual penalties, and other monetary penalties.
5. We do not reimburse for court costs, legal representation costs, social security contributions, or taxes incurred by the injured party in connection with the event.
6. In the event of damage to property, we deduct an excess of **EUR 200** from the benefit payment.

### § 34 Third party liability insurance – what to do to receive the benefit?

1. In addition to the obligations described in § 9, you are required to:
  - 1) prepare a statement describing the circumstances of the damage,
  - 2) try to identify witnesses of the event,
  - 3) notify the Help Center about the event as soon as possible, but no later than within 7 days following the event,  
In your notification, you are required to:
    - a. state the circumstances and causes of the damage,
    - b. attach all necessary documents and a statement acknowledging your liability for the damage,
  - 4) notify the Help Center about this fact as soon as possible, but no later than within 3 days from the receipt of the claim for damages,
  - 5) comply with the recommendations of the Help Center,
  - 6) notify the Help Center if criminal proceedings, administrative procedure or other proceedings have been initiated against you, or if a third party has filed a claim in court,
  - 7) submit the judgment of the court in the case related to the event resulting in your liability to the Help Center.
2. If you settle a claim or pay compensation without our consent, such action will not be binding on us.

### § 35 Third party liability insurance – how do we pay the benefit?

Before we decide whether to pay the benefit, we conduct a legal and factual assessment of the situation. If we pay the benefit in the amount of the sum insured or in an amount sufficient to settle the claims of the beneficiaries, we are not required to provide further assistance in the matter.

## Chapter VIII Sports Package

### § 36 Subject and scope of sports equipment insurance—what do we cover?

1. We provide coverage for your sports equipment.
2. We insure the loss, destruction of and damage to the sports equipment:
  - 1) that is under your direct care, against:
    - a. robbery,
    - b. burglary at the place of lodging, from a locked cabin of watercraft or caravan, from a locked boot or luggage compartments in a car,
    - c. transport accident,
    - d. accident or sudden illness as a result of which you lose your capacity to take care of the sports equipment and secure it,
    - e. random events: hurricane, flood, fire, explosion, avalanche, earthquake, aircraft crash, flooding,
  - 2) and your sports equipment that has been entrusted:
    - a. to a luggage storage facility with a receipt,
    - b. to a professional carrier for carriage on the basis of a waybill,

### § 37 Liability exclusions under sports equipment insurance – situations when we do not provide insurance coverage

1. We do not provide insurance coverage in the situations described in § 8.
2. Insurance coverage does not apply to damage consisting solely in the loss, destruction of or damage to sports equipment covers.

 **Information:** Under sports equipment insurance, we do not provide coverage for covers or other containers used to secure sports equipment, unless they were lost, destroyed, or damaged at the same time as the sports equipment.

3. We are not liable for damage resulting from burglary from a tent.
4. Furthermore, we are not liable if:
  - 1) you take out an insurance policy in the **Standard** or **Standard Plus** option,
  - 2) you participate in extreme sports or competitive sports – unless you extend your coverage to include these activities.

### § 38 Sports equipment insurance – what to do to receive the benefit?

1. In addition to the obligations described in § 9, you are required to:
  - 1) make a report to the police as soon as possible, obtain a confirmation of the report, and a list of the lost items. You are required to do so if you are the victim of a robbery, burglary, or a transport accident,
  - 2) notify the carrier as soon as possible of any damage to the sports equipment entrusted to the carrier. You are required to obtain confirmation of the report,
  - 3) notify the administration as soon as possible about any damage at your lodging and obtain a written confirmation of this fact,
  - 4) notify the Help Center within 7 days of the event. If the damage was caused by the carrier or the luggage storage facility, you are also required to attach to the damage report form a written statement from the carrier or the luggage storage facility regarding: a) the loss, destruction of or damage to the sports equipment, b) any compensation, and information on whether the sports equipment has been recovered,
  - 5) upon request of the Help Center – deliver a photo of the destroyed sports equipment.
2. If you recover the lost items, you are required to notify the Help Center immediately and return any money previously paid to you under insurance for those items.

### **§ 39 Sports equipment insurance – how do we process notification and pay the benefit?**

1. If your sports equipment is lost or completely destroyed as a result of the events specified in § 36 section 2 (total loss), we will pay an amount equal to the actual value of the lost sports equipment (including the sports equipment cover), not to exceeding the sum insured under the sports equipment insurance. In this situation, we do not require you to provide receipts for the sports equipment.
2. If the sports equipment is damaged, we will pay the benefit equal to the repair costs. If the repair costs exceed the value of the sports equipment, we will pay an amount equal to the actual value of the item. In this case, we require you to provide receipts for the repair.
3. The actual value of an item is the amount for which an item of the same purpose, standard, and quality can be purchased, provided that when determining the amount of compensation, we do not take into account:
  - 1) sentimental, heritage or collector's value,
  - 2) innovation, modernization or improvement,
  - 3) VAT, if you have deducted it in accordance with applicable law.

### **§ 40 Insurance of sports equipment rental costs – subject and scope**

1. This insurance covers the costs you incurred in connection with renting sports equipment.
2. We will pay a benefit equal to the documented expenses you incurred to rent sports equipment for a period corresponding to the number of full, unused days you lost because you were unable to use the equipment due to your health condition (if you suddenly fall ill or suffer an accident). The sports equipment must be rented before the day on which the sudden illness or accident occurred.

### **§ 41 Insurance of sports equipment rental costs – what to do to receive the benefit?**

Regardless of the obligations specified in § 9, in order to receive the benefit, you must immediately submit to the Help Center a document confirming the rental of sports equipment, which must include: Your first and last name – as the party to the rental agreement, the type of sports equipment, the rental date and return date of the equipment, and the price of the service.

### **§ 42 Ski pass cost insurance – subject and scope**

1. The insurance covers the costs of an unused ski pass.
2. We will pay a benefit equal to the documented expenses you incurred for the ski pass for the period corresponding to the number of full unused days you lost due to your inability to use it because of your health condition (if you suddenly fall ill or suffer an accident). The ski pass must be purchased before the date on which the sudden illness or accident occurred.

### **§ 43 Ski pass cost insurance – what to do to receive the benefit?**

Notwithstanding the obligations set forth in § 9, in order to receive insurance benefit, you must immediately provide the Help Center with a document confirming the purchase of the ski pass.

### **§ 44 Insurance in case of ski slope closures – subject and scope**

1. This insurance provides a benefit payment in the event of the closure of ski slopes located within a 30-km radius of your place of lodging due to adverse weather conditions (lack of snow) occurring during the insurance period, as a result of which you will be unable to ski or snowboard.
2. The benefit will be paid provided that the slopes are closed during the insurance period, which falls between December 15 and March 30, but not earlier than the start date of your travel.

### **§ 45 Insurance in case of ski slope closures – what to do to receive the benefit?**

Notwithstanding the obligations set forth in § 9, in order to receive the benefit, you must immediately provide the Help Center with a document indicating your place of lodging and confirmation that the ski slopes within a 30-km radius of that location have been closed due to adverse weather conditions.

## Chapter IX Insurance of medical treatment in Poland following a travel accident

### § 46 Subject and scope of the insurance of medical treatment in Poland following a travel accident – what do we cover, what assistance do we provide?

1. Our insurance covers your health.
2. We arrange and cover the costs of the medical services listed below provided in Poland if you need to continue treatment related to an accident that occurred while you were traveling. The rules for receiving medical treatment benefit in Poland following an accident while traveling are set forth in § 48.



**Information:** We will cover the costs of medical treatment in Poland following an accident only if you were involved in an accident while abroad and reported it to the Help Center. Be sure to also submit your medical documentation to the Help Center.

3. Medical services that may be provided in Poland:
  - 1) specialist consultations,
  - 2) home consultations (by an internist, pediatrician, or family physician in acute conditions that prevent you from going to a medical facility),
  - 3) diagnostic tests and outpatient procedures,
  - 4) hospital procedures – provided that:
    - a. you have been referred for the scheduled procedure, with diagnosis including one of the ICD-10 codes in the range from S40 to S99,
    - b. the procedure is not performed to save your life in accordance with the Medical Rescue Act and is a scheduled procedure (a procedure scheduled for a specific date, not requiring immediate performance, and not posing a risk of severe deterioration in your health),
  - 5) rehabilitation – if you were hospitalized for treatment of the consequences of an accident and received a referral for systemic rehabilitation from the treating physician.
4. **Specialist consultations** shall include the organization and coverage of costs of the following:
  - 1) medical examination,
  - 2) making the diagnosis or starting further diagnostic treatment,
  - 3) ordering the necessary basic diagnostic tests,
  - 4) ordering the necessary medical procedures,
  - 5) health education and medical recommendations – in accordance with current medical knowledge of the following specialists: internist, pediatrician, orthopedist, surgeon, maxillofacial surgeon, plastic surgeon, dermatologist, ophthalmologist, neurologist, neurosurgeon, otolaryngologist, laryngologist, anesthesiologist, sports medicine physician.
5. **Home consultations** include the organization and coverage of costs of the following:
  - 1) travel of the physician and his/her fee for consultation at the insured's place of stay or organization and coverage of the cost of a medical consultation at a health facility,
  - 2) medical examination in accordance with current medical knowledge, ending with a diagnosis or commencement of further diagnostic treatment,
  - 3) ordering the necessary basic diagnostic tests in accordance with current medical knowledge and profile of the given medical specialty,
  - 4) ordering the necessary medical procedures, in accordance with current medical knowledge,
  - 5) health education and medical recommendations.

This benefit covers only home consultations by an internist, pediatrician, or family physician in acute conditions that prevent you from going to a medical facility.
6. **Diagnostic tests and outpatient procedures** shall include the organization and coverage of costs of the following:
  - 1) computed tomography (without the cost of contrast),
  - 2) magnetic resonance imaging (without the cost of contrast),

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

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

We organize and cover the costs of rehabilitation, provided that you were hospitalized in Poland for treatment of the consequences of an accident and received a referral for systemic rehabilitation from the treating physician. Rehabilitation takes place in an inpatient hospital ward designated by us or by you, subject to our prior approval. Rehabilitation is carried out for the insured whose clinical condition prevents outpatient rehabilitation and who does not require 24-h medical supervision.

#### **§ 47 Liability exclusions under the insurance of medical treatment in Poland following a travel accident – situations when we do not provide insurance coverage**

1. We are not liable for events occurring in the situations described in § 8.
2. The insurance also does not cover situations where:
  - 1) your body was injured prior to covering you with the insurance,
  - 2) you contracted illnesses that are not related to an accident covered by the insurance,
  - 3) you failed to undergo the medical or diagnostic treatment recommended by a licensed physician,
  - 4) you were a donor of organs or tissues for transplantation,
  - 5) you failed to comply with health and safety regulations,
  - 6) you suffer from an occupational disease,
  - 7) you have congenital defects (classified in the ICD-10 International Statistical Classification of Diseases and Related Health Problems as congenital malformations, deformations and chromosomal abnormalities (ICD code: Q00-Q99) and conditions resulting from them,
  - 8) the treatment is for a mental illness, even if it is a result of the accident,
  - 9) you have undergone maxillofacial surgery,
  - 10) you have undergone secondary procedure (causally related to procedure performed before the insurance period, resulting from a defect in the performance of the initial procedure),
  - 11) you have undergone plastic or cosmetic surgery,
  - 12) the event is related to explosives,
  - 13) you have undergone procedures carried out for diagnostic purposes (e.g. biopsy, puncture, tissue sampling, investigative surgery).
3. Furthermore, we do not provide insurance coverage if you:
  - 1) participate in amateur winter sports without having taken out a **VIP, VIP Plus, or The Best** insurance option,
  - 2) participate in extreme sports or competitive sports – unless you extend your coverage in this respect (this is only possible with the **VIP, VIP Plus, or The Best** options),
  - 3) perform dangerous manual labor – unless you extend your coverage in this respect.
4. We do not reimburse the costs of:
  - 1) home consultations if ambulance service is required,

- 2) rehabilitation exceeding 5 treatments/exercises per day, conducted in morning and afternoon sessions 6 days a week, including kinesiotherapy, physical therapy, hydrotherapy, and therapeutic massage,
- 3) medical services you incurred at medical facilities or hospitals not indicated by the Help Center or at medical facilities or hospitals in the situation where you did not obtain prior acceptance of the Help Center.
- 4) medical services that you (as a physician) or a physician who is a close relative of yours performed.

#### **§ 48 Insurance of medical treatment in Poland following a travel accident – what to do to get assistance or receive the benefit?**

1. In addition to the obligations described in § 9, you are required to call the Help Center as soon as possible, but no later than 72 hours after the event, and report that an accident has occurred while you were traveling.
2. To receive the benefit, contact the Help Center and provide the information requested by the Help Center and necessary to arrange for medical services.
3. Deliver a request for the provision of medical services to the Help Center together with the following:
  - 1) medical documentation containing the following: description of the injuries suffered, exact diagnosis,
  - 2) hospital certificate (hospital discharge summary),
  - 3) details of any witnesses to the event – if there were witnesses and you have their contact details,
  - 4) police reports on the event – if they have been prepared and are available to you,
  - 5) a referral from the treating physician, if it was issued and you have it or can obtain it.

If you were unable to seek medical assistance while traveling, go to a medical facility immediately upon your return to Poland to document the injuries you sustained as a result of the accident that occurred during your travel.

4. If you need to undergo diagnostic examinations and outpatient treatment, obtain medical documentation confirming the diagnosis that justifies the specific course of treatment.
5. The Help Center will inform you of the date, location, and detailed procedure for how the designated medical facility provides medical services.
6. We cover the costs of medical services by making a direct payment to the medical facility providing you the given medical service or otherwise, as we agree with such medical facility.
7. If the medical facility did not accept the method of payment in accordance with the GTC and you covered the costs yourself, we will reimburse you or the person who incurred them.

## **Chapter X Final provisions**

1. To matters not covered by these terms and conditions, the Polish law shall apply.
2. Any disputes that relate to this contract may be settled amicably.
3. A lawsuit on issues that arise from the contract can be filed in court:
  - 1) of general jurisdiction – in accordance with the Code of Civil Procedure,
  - 2) having jurisdiction over the place of residence or registered office of: yours, the policyholder's, the beneficiary's or
  - 3) the court with jurisdiction over the place of residence of the heir: yours or the beneficiary's.
4. The Polish language is used in this contract and in other communications between the parties to the contract.
5. We reserve the right to verify if the policyholder, the insured (i.e., you) or the beneficiary under the insurance contract (during the term of the insurance coverage) is included in the Polish or international list of persons, groups or entities subject to: trade embargoes, any prohibitions, restrictions or sanction regulations on economic or financial sanctions, as well as on lists of suspected terrorists, terrorists or members of terrorist organizations (so-called sanction lists).

6. If we identify that the policyholder, the insured or the beneficiary under the insurance contract is included in a sanction list, we will not provide coverage to the insured or pay a claim or benefit to the beneficiary in cases where coverage or payment of a benefit would expose us to consequences related to non-compliance with UN resolutions, trade embargoes, sanction lists enacted under Polish law or sanction lists maintained in countries where we provide insurance coverage, the European Union, the United Kingdom of Great Britain and Northern Ireland or the United States of America, and regulations issued by international organizations, if applicable to the subject matter of the insurance contract, and we will apply specific restrictive measures provided by law. All of the statements made above shall be binding on us to the extent that they do not lead to a violation of, or conflict with, applicable laws and regulations.
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.

## Appendix No. 1 to the GTC – List of sports



**Information:** Find below an illustrative list of sports, broken down by category. Please note that this list is provided for illustrative purposes only.

### Amateur sporting activities



**Information:** We provide coverage for these sports in all options. If you participate in these sports at a competitive or professional level, be sure to extend your coverage to include competitive sports

- cycling, electric bike riding, and mountain biking on designated trails
- rollerblading, roller skating, ice skating
- swimming
- sailing, kayaking, paddle boating, wakeboarding
- riding on inflatables towed by a motorboat (e.g., banana boat, sofa)
- riding a camel or an elephant
- participating in a jeep safari
- participating in sports camps for children under 18
- fishing
- trekking and running in the mountains up to 5,500 meters above sea level that do not require the use of climbing, safety, or belay equipment,
- sailing up to 20 nautical miles from shore (if you are a crew member)
- horseback riding, polo
- scuba diving to a depth of 18 meters
- rafting or other water sports practiced on mountain rivers
- martial arts, self-defense sports
- riding ATVs, buggies, and tuk-tuks
- kitesurfing, windsurfing, surfing
- parasailing
- water skiing, jet skiing
- football, volleyball, beach volleyball
- tennis, table tennis
- squash, badminton
- dancing
- yoga
- aerobics
- paintball
- golf
- SUP (stand-up paddleboarding)
- chess, checkers, billiards
- zorbing
- snorkeling
- riding a scooter, skateboard, or Segway
- disc golf
- skibob, curling,
- sledding, snow tubing
- rope park, zip line
- hot air balloon, light aircraft, or helicopter rides as a passenger

## Amateur winter sporting activities



**Information:** We provide coverage for these sports exclusively under the **VIP, VIP Plus** and **The Best** options. You do not have to pay an additional premium for this. If you participate in these sports at a competitive or professional level, be sure to extend your coverage to include competitive sports.

- skiing on designated trails
- snowboarding on designated trails

## Extreme sports



**Information:** These sports require an extension of coverage under the **VIP, VIP Plus** and **The Best** options and are not available under the **Standard** and **Standard Plus** options.

- Air sports: gliding, hot-air ballooning, skydiving, hang gliding, paragliding, powered hang gliding, drone piloting and its variants, as well as disciplines involving movement through the air
- mountain biking
- motor sports
- high-altitude climbing, rock climbing, bouldering, and ice climbing
- caving
- ski jumping
- mogul skiing
- freestyle skiing and sports involving vehicles traveling on snow or ice
- sailing more than 20 nautical miles from shore (if you are a crew member)
- bungee jumping
- trekking above 5,500 meters above sea level
- via ferrata
- American football, rugby
- bobsledding
- iceboats
- hockey
- kite skiing, kite snowboarding
- abseiling (rappelling)
- bouldering
- downhill
- snowboarding, off-piste skiing
- heli-skiing, heli-snowboarding, heliboarding
- motocross, off-road motorcycle racing, MTB
- canopying
- diving deeper than 18 m, wreck and cave diving
- freediving
- jumping from tall buildings or cliffs
- parkour, freerunning, hydrospeed
- acrobatic stunts
- tobogganing
- sports involving firearms, including shooting and hunting

**Information for people with special needs.**

If you have trouble accessing the content, please contact us by phone at +48 71 36 92 887 or by email at [bok@tueuropa.pl](mailto:bok@tueuropa.pl). We will provide you information about the content.



**EUROPA**  
UBEZPIECZENIA

**Towarzystwo Ubezpieczeń Europa S.A.**

53-659 Wrocław, ul. gen. Władysława Sikorskiego 26

Customer Service Office

+48 71 36 92 887

bok@tueuropa.pl

<https://tueuropa.dzwonbezkosztow.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

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



**tueuropa.pl**