

GTCI Form

Information prepared in accordance with Article 17(1) of the Act of 11 September 2015 on Insurance and Reinsurance Activities General Terms and Conditions of Kontynenty Travel Insurance – index UTG/2021/01/12

Type of information	Draft contract section number	
Reasons for the payment of compensation and other benefits or policy surrender value	§ 2	§ 3
	§ 4	§ 5(1) and (2)
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Limitations and exclusions of the insurance company's liability based on which the payment of compensation or other benefits may be refused or reduced	§ 5(3)	§ 6(3)
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CHAPTER I

General Provisions

§ 1

These General Terms and Conditions of Kontynenty Travel Insurance shall apply to master insurance contracts and insurance contracts concluded for the account of the Insured on the basis of those master insurance contracts.

§ 2

Any references made in these General Terms and Conditions of Kontynenty Travel Insurance to the terms mentioned below shall be understood as follows:

- 1) **outpatient clinic** – an open health service unit in which medical aid is rendered in the range of diagnostics and therapy by qualified medical and nursing staff; for the purposes hereof this term shall not cover nursing homes, hospices, addiction treatment centres, health and spa resorts, preventoria, and rehabilitation units and centres;
- 2) **amateur summer and winter sports** – recreational sports practised in summer or winter in designated locations (on slopes, on runs or in water areas) such as: skiing, snowboarding, surfing, windsurfing, kitesurfing, wakeboarding, as well as team-building activities;
- 3) **travel luggage** – items that are the property of the Insured or remain in their possession during a trip abroad, used for personal purposes; single items transported as gifts are also regarded as travel luggage;
- 4) **Emergency Centre** – an organisational unit organising and providing assistance services specified herein to the Insured as well as dealing with loss settlement on behalf of the Insurance Company;
- 5) **malignant disease** – an illness involving an uncontrolled proliferation of an organ's tissue; this illness may be chronic or be manifested by sudden and acute symptoms;
- 6) **chronic disease** – an illness lasting for a long time, usually for months or years, treated continuously or periodically;
- 7) **tropical disease** – an illness caused by pathogenic organisms characteristic for subtropical and equatorial zones;
- 8) **torrential rain** – rain with a yield factor of at least 4, as determined by the Institute of Meteorology and Water Management (IMI GW), and in the absence of adequate information from the IMI GW, the occurrence of torrential rain shall be established on the basis of the actual circumstances and extent of damage at the location concerned or in the immediate vicinity;
- 9) **expedition** – an organised trip aimed to perform designated tasks of a sports or scientific nature;
- 10) **deductible** – a specific amount by which the insurance benefit paid out by the Insurance Company is reduced;
- 11) **hail** – precipitation consisting of ice pellets;
- 12) **hurricane** – wind with a velocity of at least 24 m/s, as determined by the Institute of Meteorology and Water Management (IMI GW), and causing mass damage, and in the absence of adequate information from the IMI GW, the occurrence of a hurricane shall be established on the basis of the actual circumstances and extent of damage at the location concerned or in the immediate vicinity;
- 13) **tourist event** – at least two tourist services comprising a single programme and covered under a single fee, provided that those services include accommodation or last longer than 24 hours or provided that the programme provides for a change of location; tourist events include stay at rented vacation housing or lodgings (apartments);
- 14) **medical expenses** – expenses borne outside the borders of the Republic of Poland or outside the country of residence to organise and pay for medical services, i.e. ambulatory, hospital, dental treatment and medications to the extent necessary to restore the health condition of the Insured sufficiently to enable them to return or be transported to the territory of the Republic of Poland or the country of residence;
- 15) **costs of resignation from or discontinuation of a tourist event** – costs laid down in the tourist event participation contract that are charged to the Insured by the travel agency in connection with the resignation from the event or additional costs of return transport to the Republic of Poland or the country of residence;
- 16) **country of residence** – a country other than the Republic of Poland in which the Insured is currently covered by social insurance on the basis of a settlement permit or citizenship;
- 17) **avalanche** – a violent sliding or tumbling down of snow, ice, mud, rocks or stones from slopes in mountainous or undulating terrain;
- 18) **outpatient treatment** – health services provided by lawfully operating healthcare service providers to persons not requiring continuous round-the-clock or all-day treatment;
- 19) **conservative dental treatment** – treatment of caries and necrosis, endodontic therapy, changing impaired fillings, treatment of gum illnesses (periodontal treatment, tartar removal);
- 20) **sudden illness** – a morbid condition occurring suddenly and unexpectedly, which puts the life or health of the Insured at risk, requiring immediate medical assistance;
- 21) **accident** – a sudden event caused by an external factor, as a result of which the Insured sustained a bodily injury or a disorder of the health, or died, regardless of their will;
- 22) **GTCI Kontynenty** – these General Terms and Conditions of Kontynenty Travel Insurance;
- 23) **tourism organiser** – an entrepreneur who is a tourism organiser within the meaning of the Tourist Services Act;
- 24) **relative:**
 - a) a spouse, cohabitant, children (also adopted), siblings, parents, parents-in-law, grandparents, grandchildren and adoptive, daughter-in-law, son-in-law,
 - b) other adults travelling together with a minor (child), provided that they are related to the child by blood,
 - c) as regards costs of resignation from or discontinuation of a tourist event, a relative is also the travelling companion indicated on the application contract and accommodated in the same hotel and in the same room as the Insured;
- 25) **companion** – a person travelling together with the Insured and indicated by the Insured as their companion during treatment or transport;
- 26) **person summoned for assistance** – a relative of the Insured residing in the Republic of Poland or country of residence, indicated by the Insured to visit the event site to accompany the Insured during medical treatment in the absence of the companion;
- 27) **hospital stay** – hospital treatment lasting continuously for at least 24 hours;
- 28) **trip abroad** – stay of the Insured outside the borders of Poland and country of residence, which commences the moment of crossing the border to leave the Republic of Poland or the country of residence by the Insured and ends the moment the Insured returns to the Republic of Poland or the country of residence;
- 29) **flood** – flooding of areas as a result of rising water levels in flowing or standing water channels or flooding of areas caused by torrential rain;
- 30) **manual labour** – undertaking or performing gainful activities by the Insured regardless of the legal basis of employment, except for intellectual work; manual labour within the meaning of these GTCI is also non-gainful activity, such as volunteer work (charitable work, internship, apprenticeship in a workshop or a factory);
- 31) **robbery** – seizure of property by force or threat of immediate violence towards the Insured or by leaving them unconscious or defenceless;
- 32) **consequences of chronic or malignant disease** – sudden intensification (exacerbation) of chronic or malignant disease with an acute course after crossing the border of the Republic of Poland or the country of residence, requiring immediate medical assistance, as a result of which there was a need for treatment before the end of the trip abroad, with the provision that in the case of costs of resignation from or discontinuation of a tourist event this applies to the intensification (exacerbation) of chronic or malignant disease in the territory of the Republic of Poland or country of residence prior to the commencement date of the planned trip abroad;
- 33) **premium** – amount which the Insured is obligated to pay to the Insurance Company under the insurance contract;

- 34) **extreme sports** – sport activities that require extraordinary skills and abilities, courage and facing high level of risk, including in particular air sports (sky diving, bungee jumping, hang gliding, gliding, and aircraft pilotage) as well as mountain biking, speleology, ski jumping, mogul skiing, freestyle skiing, and heli-skiing;
- 35) **high-risk sports** – motor sports (quad biking, snowmobiling and riding other land vehicles), power boating (water scootering, water skiing, riding motor boats and other water sports which use motor vehicles), horseback riding, polo, hunting, scuba diving, rafting or other water sports practised on mountain rivers, mountain climbing, indoor and outdoor climbing, martial arts and all kind of defensive sports, trekking at altitudes above 3000 m above sea level, skiing or snowboarding outside the pistes designated for that purpose;
- 36) **sports equipment** – equipment that is owned by the Insured, related to the sports discipline that the Insured will practise during a trip abroad: skis to practise all varieties of skiing with boots and ski poles, a board for all varieties of snowboarding with boots, a board for all varieties of surfing along with a sail (windsurfing) or kite (kitesurfing), a wakeboarding board, a bike, or specialist equipment used for scuba diving;
- 37) **intoxication** – a condition where alcohol content in the blood of the Insured exceeds 0.5 percentile or leads to a level exceeding that value or alcohol content in 1 dm³ of exhaled air exceeds 0.25 mg or leads to a level exceeding that value;
- 38) **Parties** – UNIQA Towarzystwo Ubezpieczeń S.A. with its registered office in Warsaw and the Policyholder;
- 39) **sum insured** – an upper limit of the Insurance Company's liability defined for particular types of risks;
- 40) **hospital** – an in-patient health care institution operating in accordance with applicable provisions of law, whose task it is to provide round-the-clock healthcare services and treatment as well as surgeries by qualified nursing and medical staff; within the meaning of these GTCI, a hospital shall not mean a social care facility, psychiatric hospital, hospice, alcohol, drug and other substance abuse clinic, sanatorium, spa, recreation or rehabilitation centre;
- 41) **Insurance Company** – UNIQA Towarzystwo Ubezpieczeń S.A. with its registered office in Warsaw;
- 42) **permanent health impairment** – permanent bodily injury of the Insured caused by an accident while under insurance coverage, with the provision that this permanent bodily injury shall mean a permanent defect of the structure and function of an organ or limb;
- 43) **Policyholder** – tourism organiser being a party to the master insurance contract, who enters into the insurance contract and is obligated to pay the premium;
- 44) **Insured** – a natural person, a customer of the Policyholder participating in a tourist event for whose account the Policyholder concluded the insurance contract;
- 45) **lightning strike** – a strong electrostatic discharge in the atmosphere;
- 46) **master insurance contract** – a contract entered into by and between the Insurance Company and the Policyholder, the scope of which covers at least medical and immediate assistance expenses as well as the consequences of accidents, specifying the procedure as well as terms and conditions for entry into insurance contracts by the Policyholder as well as the scope and terms and conditions of insurance;
- 47) **insurance contract** – an insurance contract concluded as specified in the master insurance contract;
- 48) **participation contract** – a contract for participation in a tourist event concluded by and between the Policyholder and the Insured;
- 49) **Beneficiary** – a person authorised to receive the benefit in the case of death of the Insured, designated by name by the Insured; if at the time of the Insured's death there is no Beneficiary or all of the Beneficiaries have lost their entitlement to the benefit, the following persons are entitled to receive the benefit, in the following order:
- spouse – in its entirety, and in the case of their absence
 - children – in equal parts in the absence of the spouse, and in the case of their absence
 - parents – in equal parts in the absence of the spouse and children, and in the case of their absence
 - siblings – in equal parts in the absence of the spouse, children and parents, and in the case of their absence
 - heirs – in the parts they inherit from the Insured, in the absence of the spouse, children, parents and siblings;
- 50) **insurance application** – application for entry into the insurance contract submitted by the Policyholder to the Insurance Company under the master insurance contract;
- 51) **territorial scope of insurance:**
- zone A – Europe (Republic of Albania, Principality of Andorra, Republic of Austria, Republic of Belarus, Kingdom of Belgium, Bosnia and Herzegovina, Republic of Bulgaria, Republic of Croatia, Republic of Cyprus, Czech Republic; Kingdom of Denmark, Republic of Estonia, Republic of Finland, French Republic, Republic of Greece, Kingdom of Spain with the Canary Islands, Ireland, Republic of Iceland, Principality of Liechtenstein, Republic of Lithuania, Grand Duchy of Luxembourg, Republic of Latvia, the former Yugoslav Republic of Macedonia, Republic of Malta, Republic of Moldova, Principality of Monaco, Kingdom of the Netherlands, Kingdom of Norway, Portuguese Republic, Russian Federation, Federal Republic of Germany, Romania, Republic of San Marino, Republic of Serbia, Republic of Montenegro, Slovak Republic, Republic of Slovenia, Swiss Confederation, Kingdom of Sweden, Republic of Turkey, the Holy See, Ukraine and the Kaliningrad Region, Republic of Hungary, the United Kingdom of Great Britain and Northern Ireland, and Italian Republic),
 - zone B – worldwide, excluding the territory of the Republic of Poland and country of residence of the Insured;
- 52) **practising professional and competitive sports** – practising sports regularly and intensively, i.e. participation in training practice, competitions, fitness camps due to membership in sport clubs as well as profiting from this sport activity, participating in trips to places of extreme climate or natural conditions or in expeditions.

Subject and scope of insurance

§ 3

- The master insurance contract and insurance contracts may cover the following scopes of insurance:
 - Medical and immediate assistance expenses;
 - Consequences of accidents;
 - Travel luggage;
 - Civil liability;
 - Sports equipment;
 - Costs of resignation from or discontinuation of a tourist event.
- Insurance coverage under the insurance contract applies only to incidents that occurred in the area covered by the territorial scope of insurance.
- The territorial scope of insurance is indicated by the Policyholder in the insurance application.

CHAPTER II

A. MEDICAL AND IMMEDIATE ASSISTANCE EXPENSES

Subject and scope of insurance

§ 4

The subject of insurance are the following costs incurred as a result of sudden illness or accident:

- medical expenses;
- costs of transport to the place of residence or a medical facility in the territory of the Republic of Poland or to the country of residence;
- costs of transporting remains to the burial site within the territory of the Republic of Poland or the country of residence;
- costs connected with organising and providing immediate assistance;
- costs of rescue at sea and in the mountains.

Medical expenses

§ 5

1. The insurance covers documented medical expenses necessary from the medical point of view, which were incurred by the Insured who had to undergo treatment due to a sudden illness or an accident during a trip abroad.
2. The Insurance Company shall cover the following documented costs up to the limit of the sum insured for medical and immediate assistance expenses:
 - 1) medical consultation, including the transport of a physician from the nearest healthcare facility if the health of the Insured so requires;
 - 2) transport of the Insured from the place of accident or sudden illness to the nearest hospital or healthcare facility, and transport from the medical facility to the place of stay abroad using appropriate means of transport, up to the equivalent of EUR 100;
 - 3) transport of the Insured to another medical facility if the medical facility where the Insured is being treated is not providing medical care appropriate to the health condition of the Insured, as per written instructions of the attending physician;
 - 4) outpatient treatment, i.e. outpatient tests and procedures, medication (except for vitamins, boosters, supplements, beauty creams and ointments) and dressing agents prescribed by the attending physician;
 - 5) hospital stay, i.e. treatment, therapy and surgeries which could not be postponed until return to the Republic of Poland or the country of residence due to health condition; the Emergency Centre chooses a hospital that best suits the health condition of the Insured, organises transport to the hospital by medical transport service, informs the hospital about terms of payment and keeps in contact with the hospital;
 - 6) dental treatment in the case of sudden inflammatory conditions, up to the total limit of an equivalent of EUR 250 for all illnesses requiring immediate medical assistance, which occurred within the term of insurance coverage;
 - 7) repair or purchase of glasses, dental prostheses and auxiliary materials, if their damage was connected with an accident, while these costs are covered by the Insurance Company up to the amount not exceeding 10% of the sum insured for medical and immediate assistance expenses;
 - 8) board and accommodation of the Insured abroad for the purpose of recovery, for a period not longer than 7 days, up to the amount equivalent to EUR 100 per day, as per written instructions of the attending physician, provided that these costs are accepted by the Emergency Centre and the Insured cannot be transported to the Republic of Poland or the country of residence immediately after the end of hospital stay;
 - 9) incurred for a hyperbaric chamber in medically justified cases, provided that the insurance premium has been paid, including additional premium for risk of scuba diving (high-risk sports).
3. Benefit limits defined in sec. 2 shall apply:
 - 1) to a single Insured, and
 - 2) to all events that occurred during the entire term of insurance.

Costs of transport to the Republic of Poland or the country of residence

§ 6

1. The insurance covers all necessary and documented costs of medical transport of the Insured to the Republic of Poland or the country of residence – to a healthcare facility or the place of residence, as a result of sudden illness or accident if it is necessary due to the health condition of the Insured and if the Insured was transported as per the written instructions of the attending physician.
2. The insurance also covers all necessary and documented costs of transport of the Insured to the Republic of Poland or the country of residence after the end of treatment, if the Insured cannot continue travelling or return to the country by the previously planned means of transport, as recommended by the attending physician.
3. The Insurance Company shall cover the costs referred to in sections 1 and 2 above, with the stipulation that if the cost of transport to the Insured's country of residence exceeds the cost of transport to

the Republic of Poland the limit of liability of the Insurance Company shall be equal to the cost of transport to the Republic of Poland.

Cost of transport of the remains

§ 7

1. In case the Insured dies during a trip abroad and their death resulted from an accident or a sudden illness, the Insurance Company shall cover the costs of:
 - 1) transport of the remains of the Insured to a burial site in the Republic of Poland or the country of residence or costs of burial abroad;
 - 2) purchase of a coffin or an urn.
2. The Insurance Company shall cover the costs of purchase of a coffin or an urn, provided they have been agreed with the Emergency Centre. The limit of liability in the case of:
 - 1) purchase of a coffin – an amount equivalent to EUR 1250;
 - 2) cremation – an amount equivalent to EUR 1250 is the upper limit for the purchase of an urn and the cremation of remains.
3. The means of transport of remains is chosen by the Emergency Centre, in agreement with the relatives of the Insured.

Costs connected with organising and providing immediate assistance

§ 8

As part of organising and providing immediate assistance, the Insurance Company guarantees the following services and benefits:

1. **24h duty of the Emergency Centre**
2. **Information services**

The Emergency Centre shall provide the Insured with information on: customs and visa regulations, documents required during entry to and stay in a particular country, recommended vaccinations, car rental, accommodation opportunities, weather and climatic conditions.
3. **Assistance in the event of theft or loss of documents**

In the event of theft or loss of credit cards or eurocheques belonging to the Insured during a trip abroad, the Emergency Centre shall provide assistance in blocking a personal account, which shall include providing the Insured with an appropriate phone number to the bank managing the bank account of the Insured or informing the bank managing the bank account of the Insured about said theft or loss. The Insurance Company shall not be liable for the effectiveness or correctness of the account blocking process carried out by the bank or for any damage resulting from that the said process.

In the case of theft or loss of or damage to the documents that the Insured needs during a trip abroad, the Emergency Centre shall provide information about the actions that must be taken to obtain substitute documents.
4. **Costs of accommodation and board of a companion of the Insured during travel**

If the Insurance Company covers the costs of the hospital stay of the Insured and this stay exceeds the initial return date of the Insured to the Republic of Poland or the country of residence, the Insurance Company shall additionally cover the costs of board and accommodation of a single companion of the Insured. These costs shall be covered up to the equivalent of EUR 100 per day for up to 7 days.
5. **Travel costs of a person summoned for assistance**

If the Insurance Company covers costs of hospital stay of the Insured for more than 7 days and the Insured is not accompanied by any adult, the Insurance Company shall additionally cover the costs of return travel of the person summoned for assistance, residing in the Republic of Poland or the country of residence, up to the equivalent of EUR 2,000. The Insurance Company shall cover the costs of a train or bus ticket or, if travel time by these means of transport exceeds 12 hours, a plane ticket in economy class. Additionally, the Insurance Company shall cover the costs of accommodation and board up to the equivalent of EUR 100 per day for up to 7 days.

6. Continuation of scheduled travel

If the health condition of the Insured after the end of hospitalisation due to a sudden illness or an accident permits the continuation of travel, the Emergency Centre shall, at the request of the Insured, organise and cover the costs of transport of the Insured from the place of hospitalisation to the next stage of the trip, so as to enable the Insured to continue travelling. The costs of transport shall be covered up to the equivalent of EUR 500.

7. Assistance when the Insured cannot continue the return trip by car due to their health condition

If the health condition of the Insured, confirmed by a written statement of the attending physician abroad, prevents the Insured from driving the motor vehicle in which the Insured had been travelling abroad and none of the passengers has a driver's license or cannot drive a vehicle, the Emergency Centre shall arrange for and cover the costs of a replacement driver, up to the total amount equivalent to EUR 1000. Additionally, the Insurance Company shall also cover the costs of accommodation and board for the driver, up to the amount equivalent to EUR 100 per day for up to 3 days.

Costs of rescue at sea and in the mountains

§ 9

The insurance covers required and documented costs incurred for rescue or search activities (rescue costs) carried out by specialised rescue services to save the life or health of the Insured who was involved in an accident (which does not have to result in permanent bodily injury) during a stay outside the borders of the Republic of Poland or the country of residence or suddenly fell ill while carrying out any sports activity. Rescue costs shall include:

- 1) the costs of search activities carried out by specialised rescue services;
- 2) the costs of first medical aid at the incident site;
- 3) the costs of transport from the accident site to the nearest medical care point, required by the health condition (using specialised means of transport such as sled, helicopter, toboggan, or motor boat).

Sum insured

§ 10

The sum insured as well as the limits and sub-limits of the sum insured for medical and immediate assistance expenses are defined in the table provided in § 34.

Limitation and exclusion of liability

§ 11

1. The Insurance Company shall not be held liable for medical expenses, transport costs, costs borne for the transport of remains, immediate assistance and rescue costs with regard to the Insured, if there were any medical contraindications prior to the trip abroad.
2. Notwithstanding the general exclusions referred to in § 42, insurance coverage shall not include medical expenses, transport costs, costs borne for the transport of remains, costs connected with organising and providing immediate assistance and rescue costs if they were incurred due to:
 - 1) treatment not connected with medical assistance provided as a result of sudden illness or an accident;
 - 2) treatment, hospital stay or accommodation, if the Insured has refused to return to the Republic of Poland or the country of residence against the decision of the attending physician;
 - 3) treatment, hospital stay or accommodation, if the treatment can be postponed until the Insured has returned to the Republic of Poland or the country of residence;
 - 4) treatment exceeding the scope of medical services necessary for the Insured to regain a health condition that would make their return to the Republic of Poland or the country of residence possible;
 - 5) sanatorium treatment, therapies in holiday homes or addiction treatment facilities, stays in spa centres and hotels;
 - 6) psychoanalytical and psychotherapy treatment;
 - 7) treatment of diseases or consequences of accidents that were diagnosed prior to entry into the insurance contract;

- 8) running tests that were not necessary to diagnose or treat an illness, control tests and tests for medical certificates and preventive vaccinations;
 - 9) plastic surgeries and cosmetic procedures;
 - 10) treatment of mental disorders, congenital disorders, STDs and AIDS, even if they were not treated before;
 - 11) special nutrition of the Insured, massages, baths, inhalations, therapeutic gymnastics, irradiation (even if recommended by a doctor) and other rehabilitation and physical therapy procedures;
 - 12) abortion procedure;
 - 13) childbirth that took place after the 32nd week of pregnancy;
 - 14) artificial fertilisation, any other infertility treatment and purchase of birth control agents;
 - 15) use of services other than standard services during hospital stay (room of higher standard, use of radio, TV, use of hair-dressing or cosmetic services, etc.);
 - 16) conservative and prosthetic dental treatment (except for sudden inflammations specified in § 5(2)(6) of these GTCI);
 - 17) treatment using drugs not approved by conventional medicine.
3. The insurance does not cover the following risks, unless an additional premium has been paid to cover them:
 - 1) performing manual labour abroad (code: PF);
 - 2) practising high-risk sports (code: SWR);
 - 3) practising professional and competitive sports or participating in competitions, races, sports performances and trainings (code: WS);
 - 4) practising extreme sports (code: SE);
 - 5) consequences of chronic and malignant diseases (code: CP);
 - 6) practising amateur summer and winter sports (AS).
 4. The master insurance contract can provide for the deductible not lower than the equivalent of EUR 20 and not higher than EUR 60.
 5. If the Emergency Centre covers costs in cashless form, the deductible shall not apply.

B. CONSEQUENCES OF ACCIDENTS

Subject and scope of insurance

§ 12

1. The subject of insurance is the life and health of the Insured.
2. The Insurance Company undertakes to pay the following benefits:
 - 1) in the case of death of the Insured as a result of an accident – a benefit in the amount equal to 50% of the sum insured for the consequences of accidents, provided that the Insured died within 12 months from the date of the accident;
 - 2) if the Insured suffered permanent health impairment as a result of an accident – a benefit determined as the product of the sum insured for consequences of accidents and the percentage representing the degree of permanent health impairment specified in the table below.

Table of permanent health impairment degree

Item	Type of bodily injury	Degree of permanent health impairment as a %	
		right*	left*
1	Skull fracture:		
a	bones of the skull	1–20	
b	face bones – jaw, zygomatic bone	1–20	
2	Mandible fracture	1–15	
3	Nasal bone fracture	1–10	
4	Teeth loss (per each tooth):		
a	crown loss (at least half of a crown)	0.5	
b	crown loss with root kept	1	
c	total tooth and root loss	2	

Item	Type of bodily injury	Degree of permanent health impairment as a %	
		right*	left*
5	Spinal fracture:		
a	cervical spine	1–40	
b	thoracic spine	1–25	
c	lumbar region	1–35	
6	Fracture of sternum	1–10	
7	Rib fracture	1–5	
8	Fracture of bones comprising the pelvis (excluding the tail bone):		
a	in the anterior segment (pubis, ischium)	5–15	
b	in the anterior and posterior segment (Malgaigne fracture)	10–35	
9	Femur fracture (in the area of the proximal epiphysis, the neck and the body)	5–55	
10	Fracture (intraarticular) of the distal epiphysis of the femur or of the proximal epiphysis of the tibia	1–30	
11	Tibia fracture	5–40	
12	Fibula fracture	1–5	
13	Kneecap fracture	5–40	
14	Fracture of tibia and fibula (both shin bones)	5–40	
15	Calcaneus fracture	1–25	
16	Talus bone fracture	1–20	
17	Tarsus bone fracture	1–15	
18	Metatarsal bone fracture	1–15	
19	Fracture of a big toe	1–12	
20	Fracture of toes from II to V (for each toe)	1–3	
21	Total loss of lower limb in the area of:		
a	hip joint	75	
b	thigh	70	
c	knee joint	65	
d	shin	50	
22	Total loss of foot	40	
23	Total loss of a big toe (in the case of partial loss – 1/3 of the value for each phalanx bone)	6	
24	Total loss of toe from II to V (in the case of partial loss – 1/3 of the value for each phalanx bone)	2	
25	Fracture of a scapula	1–40	1–35
26	Fracture of a clavicle	1–15	1–10
27	Fracture of proximal epiphysis of the humerus	1–30	1–20
28	Fracture of the body of the humerus	5–45	5–40
29	Fracture (intraarticular) of the distal epiphysis of the humerus or of the proximal epiphysis of the radial bone or the proximal epiphysis of the ulna	1–25	1–20
30	Fracture of the ulna body or radial bone body	1–30	1–25
31	Fracture (intraarticular) of the distal epiphysis of the ulna or of the distal epiphysis of the radial bone	1–25	1–20
32	Fracture (intraarticular) of the distal epiphyses the radial bone and ulna (both forearm bones)	1–35	1–30
33	Wrist and metacarpus fracture	1–25	1–20
34	Fracture in the thumb area	1–20	1–15

Item	Type of bodily injury	Degree of permanent health impairment as a %	
		right*	left*
35	Fracture of the index finger	1–15	1–12
36	Fracture within the area of finger III to V (for each finger)	1–10	1–7
37	Total loss of an upper limb in the area of:		
a	shoulder	75	65
b	arm	70	60
c	forearm	65	55
d	wrist	55	45
38	Total loss of a thumb (in the case of partial loss – 1/3 of the value for each phalanx bone)	20	15
39	Total loss of an index finger (in the case of partial loss – 1/3 of the value for each phalanx bone)	15	10
40	Total loss of a finger from III to V (in the case of partial loss – 1/3 of the value for each phalanx bone)	5	4
41	Total loss of sight in both eyes	100	
42	Total loss of sight in one eye	40	
43	Total loss of sight in one eye without the loss of the eye	35	
44	Total loss of one auricle	10	
45	Total loss of hearing in both ears	60	
46	Total loss of hearing in one ear	20	
47	Total loss of speech	100	
48	Total loss of the tongue	40	
49	Total loss of the nose (including nasal bones)	15	
50	Total loss of smell	10	
51	Total loss of a lung	30	
52	Total loss of a kidney	35	
53	Total loss of the stomach	20	
54	Total loss of the spleen	15	
55	Total loss of the uterus	40	
56	Total loss of a mammary gland	25	
57	Total loss of an ovary or testicle	20	
58	Total loss of the phallus	35	
59	Chronic quadriplegia	100	
60	Chronic paraplegia	80	
61	Concussion	5	
62	Cerebral contusion	10	
63	Second-degree burn of up to 1% of the total body surface area	1–5	
64	Second-degree burn of 1–15% of the total body surface area	6–20	
65	Second-degree burn of 16–30% of the total body surface area	21–35	
66	Second-degree burns of over 30% of the total body surface area	36–100	
67	Third-degree burn of up to 5% of the total body surface area	1–20	
68	Third-degree burn of 6–10% of the total body surface area	21–50	
69	Third-degree burn of over 10% of the total body surface area	51–100	

Item	Type of bodily injury	Degree of permanent health impairment as a %	
		right*	left*
70	Burn of the respiratory tract treated in hospital	1–100	
71	Second or higher degree of frostbite (for each finger or toe)	5	
72	Second or higher degree of frostbite – more than one finger or toe	15	
73	Second or higher degree of frostbite of the nose or ear	20	
74	Damage to integuments of the face (scars and losses)	1–20	
75	Scars of chest integuments	1–20	
76	Scars of abdomen integuments	1–20	
77	Scars of integuments for an upper or a lower limb	1–15	

* injuries to left-handed persons are determined according to the percentages specified for the right side

Determining the benefits

§ 13

1. Permanent health impairments within the meaning of the GTCI Kontyenty shall mean only those types of impairments that have been mentioned in the Table of permanent health impairment degree.
2. Types and amounts of the benefits due shall be determined after establishing a causal link between a sudden event caused by an external factor and death or permanent health impairment of the Insured.
3. The degree of permanent health impairment is determined by physicians appointed by the Insurance Company based on medical records. In disputable cases the Insurance Company reserves the right to refer the Insured to the medical board examination, the costs of which shall be incurred by the Insurance Company.
4. The degree of permanent health impairment should be determined immediately after the treatment has ended, taking into account the recommended improvement treatment, but in any case not later than within 24 months after the date of the accident. The decision may be issued earlier if the degree of permanent health impairment can be determined without any doubt.
5. In the case of a loss or an injury of an organ or system whose function was already limited before the accident due to an illness or disability, the degree of permanent health impairment shall be determined as the difference between the degree of permanent health impairment for the organ or system after the accident and the degree of permanent health impairment existing before the accident.
6. If the Insured died due to reasons unrelated to the accident and the degree of permanent health impairment had not been determined before, this degree shall be defined by physicians appointed by the Insurance Company.
7. The total degree of permanent health impairment is equal to the number of percentage points established for particular types of permanent health impairment, but their total value cannot exceed 100%.
8. If the Insured suffered a permanent health impairment due to an accident and then died as a result of the same accident, the Insurance Company shall only pay the death benefit. If the Insurance Company has already paid a permanent health impairment benefit before the Insured's death, the death benefit shall amount to the difference between 50% of the sum insured for consequences of accidents and the amount of the permanent health impairment benefit that has already been paid.

Sum insured for consequences of accidents

§ 14

The sum insured as well as the limits and sub-limits of the sum insured for the consequences of accidents are defined in the Table provided in § 34.

Limitation and exclusion of liability

§ 15

1. Notwithstanding the general exclusions referred to in § 42, the Insurance Company shall not be held liable in the case of:
 - 1) medical treatment undergone by the Insured, unless it was connected with treatment of the consequences of an accident and was recommended by a physician;
 - 2) poisoning with solid or liquid substances that entered the body by ingestion;
 - 3) occupational disease and other diseases, even those occurring suddenly or manifesting themselves after an accident;
 - 4) childbirth;
 - 5) the Insured operating a vehicle or any other means of transport without the required license;
 - 6) congenital disorders and tropical diseases;
 - 7) infections, provided that there is insurance coverage, if as a result of injuries suffered in an accident the Insured was infected with a virus or pathogenic bacteria; these injuries shall not include skin and mucous membrane abrasions; the consequences of viral or bacterial infections resulting from abrasions suffered during an accident or at a later time shall not fall under the insurance coverage; however, these limitations shall not apply to rabies and tetanus;
 - 8) ventral hernia, inguinal hernia, injuries of intervertebral discs;
 - 9) internal organ bleeding; however, the coverage applies when this has been caused by an accident;
 - 10) cerebral haemorrhages, heart attacks, and strokes.
2. The insurance does not cover the following risks, unless an additional premium has been paid to cover them:
 - 1) performing manual labour abroad (code: PF);
 - 2) practising high-risk sports (code: SWR);
 - 3) practising professional and competitive sports or participating in competitions, races, sports performances and trainings (code: WS);
 - 4) practising extreme sports (code: SE);
 - 5) consequences of chronic and malignant diseases (code: CP);
 - 6) practising amateur summer and winter sports (AS).

C. TRAVEL LUGGAGE OF THE INSURED

Subject and scope of insurance

§ 16

1. The subject of insurance is the travel luggage of the Insured during a trip abroad.
2. Insurance coverage shall include travel luggage under the direct care of the Insured and the luggage that has been:
 - 1) entrusted to a professional carrier based on proper transport document;
 - 2) left against receipt in luggage storage;
 - 3) left in an individual locked room at a station or in a hotel;
 - 4) left in a locked room at the place of accommodation of the Insured (except for a tent);
 - 5) left in a locked car trunk or in a locked luggage hold or at a parking lot against receipt;
 - 6) left in a locked trailer caravan or watercraft.
3. The Insurance Company shall pay compensation for loss, destruction of or damage to the travel luggage of the Insured only if it happened as a result of:
 - 1) a fortuitous event: fire, hurricane, flood, torrential rain, hail, avalanche, direct lightning strike, earthquake, land subsidence or landslide;
 - 2) destruction or damage to the insured luggage during a rescue mission carried out in connection with the fortuitous events listed in item (1) above;
 - 3) land, water or air transport accident;
 - 4) burglary of rooms mentioned in section 2 and a locked car trunk or locked luggage hold and as a result of robbery;

- 5) an accident or sudden illness, as a result of which the Insured was unable to take care of the luggage or secure it;
- 6) luggage loss, if the luggage was in the care of a professional carrier, based on a transport document.

Sum insured for luggage

§ 17

The sum insured as well as the limits and sub-limits of the sum insured under travel luggage insurance are defined in the table provided in § 34.

Limitation of liability

§ 18

1. Notwithstanding the general exclusions referred to in § 42, the Insurance Company shall not be held liable for damage and losses:
 - 1) consisting in damage to or theft of car equipment;
 - 2) resulting from loss or abandonment of items;
 - 3) consisting in the destruction of or damage to luggage containers, suitcases, bags, travelling trunks or rucksacks;
 - 4) resulting from defects of the insured item;
 - 5) consisting in damage, destruction or loss of items as a result of their wear and tear, self-ignition, self-damage or leakage and for breakable items or items in glass containers – also breaking or loss of value of the damaged item;
 - 6) resulting from the burglary of a car baggage rack, if at least one of the rack walls was made from a weaker material (such as tarp) or if the rack was not properly closed with an adequate security lock;
 - 7) to cameras and electrical equipment due to their defects or impact of electrical current during operation, unless the electrical current has caused a fire;
 - 8) resulting from emission, leakage or other form of release into the air, water or soil of any substances;
 - 9) resulting from retention, damage or confiscation by customs or other authorities.
2. In addition, the coverage shall not include:
 - 1) gold, silver, platinum in scrap or bars;
 - 2) means of payment (payment cards, cash, cheques), travel tickets, vouchers, savings certificates and books, securities and keys;
 - 3) audiovisual equipment, communication equipment, photographic equipment, subject to section 3;
 - 4) jewellery, watches, works of art, antiques or collections;
 - 5) computer hardware and software, data on carriers of any kind;
 - 6) sports and water sports equipment;
 - 7) weapons of any kind or hunting trophies;
 - 8) fuel, car accessories or fittings of caravans and boats;
 - 9) items used for commercial, service or manufacturing activities;
 - 10) cars, caravans, hearses and other means of transport;
 - 11) medical equipment, medicine, prostheses;
 - 12) items made of fur;
 - 13) food, alcohol, and cigarettes.
3. Mobile phones, video games, photographic equipment and video cameras, and equipment used for recording and playing audio and video are insured against the risk of robbery only when they are carried on one's person, with the stipulation that the upper limit of liability of the Insurance Company is equal to 50% of the sum insured for luggage.
4. When determining the extent of damage, the following are not taken into account:
 - 1) the scientific, collector, antique or souvenir value of items;
 - 2) the costs of post-damage decontamination.
5. The amount of compensation is determined based on market prices as at the date of incident and taking into account normal wear and tear.
6. The amount of compensation paid cannot exceed the value of the damage actually suffered or include damage that occurred earlier.

D. THIRD-PARTY LIABILITY OF THE INSURED

Subject and scope of insurance

§ 19

The subject of insurance is the private third-party liability of the Insured for personal injuries (death, bodily injury or health disorder) or material damage (destruction of or damage to property) caused by tort to third parties during a trip abroad, which the Insured shall remedy under the law of the country in which they are staying.

§ 20

Within the scope of third-party liability, the Insurance Company shall be held liable only for injuries and damages resulting from acts or failure to act by the Insured and provided that the event resulting in injury or damage occurred during the term of the Insurance Company's liability, and as a consequence of this event a claim against the Insured has been filed.

§ 21

1. Within the limits of liability the Insurance Company shall:
 - 1) examine the legitimacy of claims filed against the Insured;
 - 2) cover justified costs aimed to mitigate the extent of damage;
 - 3) cover the cost of opinions prepared by experts appointed with the approval of the Insurance Company to examine the circumstances and extent of injuries or damage;
 - 4) pay compensation which the Insured shall award to the aggrieved party for injuries or damage covered under the agreement based on an out-of-court settlement concluded or approved by the Insurance Company, consideration or final court judgment;
 - 5) cover the costs of hiring a defence attorney to represent the interests of the Insured during court proceedings if this attorney was appointed by the Insurance Company or with its approval.
2. The upper limit of the Insurance Company's liability towards one Insured in respect of all insurance events occurring during the term of insurance shall be the sum insured for third-party liability, regardless of the number of persons that caused or contributed to the injury or damage.
3. If the obligation referred to in § 46(4)(2) is violated, the Insurance Company is released from the obligation to pay the benefit, unless the Insured could not act otherwise due to the circumstances of the case.

Sum guaranteed

§ 22

The sum guaranteed as well as the limits and sub-limits of the sum guaranteed for third-party liability of the Insured are defined in the table provided in § 34.

Limitation of liability

§ 23

1. The Insurance Company shall not be held liable for losses or damage resulting from possession of the following during a trip abroad:
 - 1) dogs;
 - 2) horses;
 - 3) wild and exotic animals;
 - 4) bladed weapons, piercing weapons and firearms, including their use for sport or self-defence purposes.
2. The Insurance Company shall not cover any injury or damage that does not exceed the equivalent of EUR 250 in respect of each incident that occurred during the term of the Insurance Company's liability, and any benefit and compensation due to the aggrieved party for any of the aforementioned incidents shall be reduced by the said amount.
3. Notwithstanding the general exclusions referred to in § 42, the Insurance Company shall not be held liable for injuries or damage:
 - 1) caused to close relatives;
 - 2) caused deliberately by persons with whom the Insured remains in the same household;
 - 3) for which compensation should be paid under mandatory third-party liability insurance;

- 4) resulting from possessing, driving, using or starting motor vehicles, aircraft or watercraft;
- 5) caused by transmitting a disease to another person;
- 6) caused as a result of the normal operation of an item or resulting from its technical wear and tear;
- 7) resulting from contractual liability (for non-performance or inadequate performance of an obligation);
- 8) resulting from activities related to the performance of any work, practise of any profession or pursuit of business activity by the Insured;
- 9) that arose within the territory of the Republic of Poland or the country of residence;
- 10) connected with practising high-risk sports (code: SWR);
- 11) connected with practising professional or competitive sports or participation in sports competitions, races, performances and trainings (code: WS);
- 12) connected with practising extreme sports (code: SE);
- 13) connected with practising amateur summer and winter sports (code: AS), unless an additional premium has been paid; if an additional premium has been paid, the sum insured for third-party liability connected with practising amateur summer and winter sports amounts to the equivalent of EUR 10,000; in the case of third-party liability of the Insured for damage to property related to practising amateur summer and winter sports, the total amount of benefit paid by the Insurance Company under this title cannot exceed the equivalent of EUR 1000.

E. SPORTS EQUIPMENT

Subject and scope of insurance

§ 24

1. The subject of insurance is sports equipment owned by the Insured, during a trip abroad.
2. Insurance coverage shall include sports equipment under the direct care of the Insured and equipment that has been:
 - 1) entrusted to a professional carrier based on proper transport document;
 - 2) left against receipt in luggage storage;
 - 3) left in an individual locked room at a station or in a hotel;
 - 4) left in a locked room at the place of accommodation of the Insured (except for a tent);
 - 5) left in a locked car trunk or in a locked luggage hold or at a parking lot against receipt;
 - 6) left in a locked trailer caravan or watercraft.
3. The Insurance Company shall pay compensation for loss, destruction of or damage to the travel luggage of the Insured only if it happened as a result of:
 - 1) a fortuitous event: fire, hurricane, flood, torrential rain, hail, avalanche, direct lightning strike, earthquake, land subsidence or landslide;
 - 2) destruction or damage to the insured luggage during a rescue mission carried out in connection with the fortuitous events listed in item (1) above;
 - 3) land, water or air transport accident;
 - 4) burglary of rooms mentioned in section 2 and a locked car trunk or locked luggage hold and as a result of robbery;
 - 5) an accident or sudden illness, as a result of which the Insured was unable to take care of equipment or secure it;
 - 6) equipment loss, if luggage was in the care of a professional carrier, based on a transport document.
 - 7) damage to or destruction of sports equipment when practising sports, if the damage to or destruction of the sports equipment resulted from an accident certified by a medical diagnosis during a trip abroad.
4. A prerequisite to insure skis for practising all varieties of skiing with boots and poles, a board for practising all varieties of snowboarding with boots, a board for practising all varieties of surfing, wakeboarding boards and specialist equipment used for scuba diving is the conclusion of an insurance contract for medical expenses and consequences of accidents, with an appropriate increase for

a sports discipline for which a given piece of sports equipment is necessary and the payment of an additional premium.

Sum insured for sports equipment

§ 25

The sum insured as well as the limits and sub-limits of the sum insured under sports equipment insurance are defined in the Table provided in § 34.

Limitation of liability

§ 26

1. Notwithstanding the general exclusions referred to in § 42, the Insurance Company shall not be held liable for the loss or destruction of or damage to the sports equipment:
 - 1) caused deliberately by the persons with whom the Insured remains in the same household;
 - 2) caused in connection with practising sports in places where it is not allowed;
 - 3) caused by the use of equipment contrary to its intended purpose;
 - 4) during a move;
 - 5) left unattended, subject to the provisions of § 24(2)(5);
 - 6) resulting from the use of sports equipment, subject to § 24(3)(7);
 - 7) resulting from confiscation, retention or destruction of sports equipment by customs or other state authorities.
2. The amount of compensation paid cannot exceed the value of the loss or damage actually suffered or include losses or damage that occurred earlier, including normal wear and tear specified in accordance with section 3 above.
3. The amount of compensation for sports equipment is established based on market prices applicable on the date of incident, taking into account the degree of wear and tear, i.e. 10% for the first year, 20% for the second year and 30% for each following year starting from the equipment manufacturing date.

F. COSTS OF RESIGNATION FROM OR DISCONTINUATION OF A TOURIST EVENT

Subject and scope of insurance

§ 27

1. The subject of insurance shall be the costs of resignation from or discontinuation of a tourist event resulting from fortuitous events listed in section 5 which are beyond the control of the Insured.
2. The costs of resignation from a tourist event shall be the fees stipulated in a written contract concluded by the Insured with the travel agency, incurred by the Insured in relation to resignation from participation in a tourist event prior to its commencement.
3. The costs of discontinuation of participation in a tourist event shall mean additional costs of return transport incurred by the Policyholder, representing the difference between return transport costs provided for in the contract with the travel agency and transport costs related to early return from an event.
4. The Insurance Company shall refund the additional costs of return transport corresponding to the standard of transport services provided for in the contract entered into with the travel agency. The costs of transport shall be reimbursed only if the contract entered into with the travel agency provides for round-trip transport.
5. The Insurance Company shall reimburse costs of resignation from or discontinuation of a tourist event borne by the Insured only if they arose due to the following reasons:
 - 1) an accident, sudden illness, premature labour of the Insured – if these prevent their participation in the event or result in the death of the Insured;
 - 2) an accident, sudden illness, premature labour of a close relative of the Insured or death of a close relative;
 - 3) a fortuitous event that absolutely requires the presence of the Insured at their place of residence on the scheduled date of departure – break-in to the apartment, fire, flood, hurricane or other fortuitous event that occurred at the Insured's place of residence;

- 4) mandatory summons by the administrative authorities of the Republic of Poland or the country of residence, served to the Insured during their stay abroad, except for summons by military authorities;
- 5) incurring damage resulting from burglary, robbery or fire at the workplace in which the Insured is the employer, which requires their presence at the place of residence;
- 6) death, accident, premature labour or sudden illness of a companion for the trip indicated by the Insured when signing a contract with the travel agency – only if the contract concerns renting a vacation house or lodging (apartment) and the rental price was determined only for the specified number of people. The number of indicated persons cannot be greater than allowed by the contract concluded with the travel agency.

Sum insured for costs of resignation from or discontinuation of a tourist event

§ 28

1. The sum insured for costs of resignation from or discontinuation of a tourist event shall be the price of the tourist event.
2. The liability of the Insurance Company is limited by the sum insured referred to in section 1, with the stipulation that the liability of the Insurance Company per person shall not exceed the equivalent of EUR 4,000.
3. Notwithstanding the provisions of section 2, if the tourist event is cancelled the Insured shall receive a benefit equal to 80% or 100% of non-refunded costs borne, depending on provisions laid down in the master insurance contract.

Limitation of liability

§ 29

1. Notwithstanding the general exclusions referred to in § 42, the Insurance Company shall not be held liable if the event organiser was notified about the resignation from participation in the tourist event and reasons for such resignation later than 2 days after the incident justifying the resignation has occurred.
2. The Insurance Company shall not be liable, if the resignation from participation in a tourist event or its discontinuation is related to:
 - 1) pregnancy and its complications;
 - 2) mental or emotional disorders;
 - 3) medical examinations other than resulting from an immediate need;
 - 4) failure to receive relevant vaccinations before the departure;
 - 5) a consequence of a chronic or malignant disease with which the Insured or a close relative has been diagnosed prior to the conclusion of the insurance contract, mental disorders, depression, congenital disorders (if the Insured is diagnosed with a chronic or malignant disease, the Insurance Company may be liable subject to the payment of an additional premium).
3. The Insurance Company shall not be liable, if the Insured receives a benefit under another insurance contract in relation to the same incident or the said benefit was covered by other institutions.
4. The Insurance Company shall not refund additional costs incurred by the Insured in connection with the reported resignation from or discontinuation of the tourist event, which were not included in the price for the event (visas, telephone calls, vaccinations).

CHAPTER III

COMMON PROVISIONS

Master insurance contract and insurance contracts

§ 30

Master insurance contract and insurance contracts may be conclude on terms and conditions agreed by the Parties, different from the provisions laid down in the GTCI Kontynenty. This does not apply to the requirement laid down in § 31.

§ 31

1. The master insurance contract must cover at least medical and immediate assistance expenses as well as consequences of accidents.

2. The master insurance contract shall be concluded for a period not shorter than 12 months.

Content of the insurance contract

§ 32

1. The content of the insurance contract is included in the GTCI Kontynenty, in the master insurance contract and on the insurance application.
2. Insurance contracts entered into by participants of the same tourist event who are granted identical coverage shall specify the premium in the same amount as well as the same sums insured.

Conclusion of an insurance contract

§ 33

1. The insurance contract is concluded on the basis of an application submitted by the Policyholder in accordance with the master insurance contract and by due date specified therein.
2. An insurance contract for costs of resignation from or discontinuation of a tourist event may be concluded no later than 5 days from the date of entry into the contract for participation in the tourist event and the payment of an advance, either in part or in full. Where the tourist event begins in less than 30 days, the insurance contract for costs of resignation from or discontinuation of a tourist event may be concluded only on the date of entry into the contract for participation in the tourist event.
3. A document necessary to enter into the insurance contract for costs of resignation from or discontinuation of a tourist event is the tourist event participation contract signed by the Insured.
4. The insurance contract may be concluded for a period of at least 1 day and not longer than 12 months.
5. The Insured receives an insurance policy as confirmation of entry into the insurance contract.

Sums insured and sum guaranteed

§ 34

1. The sums insured and the sum guaranteed represent the upper limit of liability of the Insurance Company in respect of one trip abroad for one Insured under the insurance contract for which these sums have been defined.
2. The sum insured and the guaranteed sum shall be reduced by each benefit or compensation paid under the insurance contract for which these sums have been defined in respect of one trip abroad for one Insured.
3. The sums insured and sum guaranteed for individual types of insurance are presented in the table below:

Scope of insurance	Sum insured / Sum guaranteed	
MEDICAL AND IMMEDIATE ASSISTANCE EXPENSES	up to EUR 10,000 or 20,000 for zone A	up to EUR 30,000 or 50,000 for zone B
Outpatient treatment	up to the amount of sum insured for medical expenses, except for the USA, Canada, Japan, Australia and the Caribbean – limit of EUR 2,000	
Transport of the Insured to a medical facility, between medical facilities	up to the amount of sum insured for medical expenses	
Costs of transport of the Insured to the Republic of Poland or the country of residence	up to the amount of sum insured for medical expenses	
Dental treatment	up to EUR 250	
Repair or purchase of prostheses, glasses	up to 10% of the sum insured for medical expenses	
Transport of the Insured to the Republic of Poland	up to the amount of sum insured for medical expenses	
Transportation of the body of the Insured	up to the amount of sum insured for medical expenses	
Purchase of a coffin or costs of cremation and purchase of an urn	up to EUR 1,250	

Scope of insurance	Sum insured/ Sum guaranteed	
Costs of recovery of the Insured	up to EUR 100 per day for up to 7 days	
Costs of board and accommodation of a companion	up to EUR 100 per day for up to 7 days	
Travel costs of a person summoned for assistance	up to EUR 2,000	
Costs of transport of the Insured to continue travelling	up to EUR 500	
Rescue costs	up to EUR 5,000	
Replacement driver to enable the Insured to return using their own vehicle	up to EUR 1,000	
CONSEQUENCES OF ACCIDENTS	EUR 2,000 for zone A	EUR 4,000 for zone B
Total health impairment benefit	100% of sum insured for consequences of accidents	
Partial health impairment benefit	specified % of sum insured for consequences of accidents	
Death benefit	50% of sum insured for consequences of accidents	
TRAVEL LUGGAGE	up to EUR 200 for zone A	up to EUR 400 for zone B
TPL	up to EUR 50,000	
Property damage (up to 10% of the sum guaranteed)	up to EUR 5,000	
Bodily injuries	up to EUR 50,000	
TPL related to practising amateur summer and winter sports	up to EUR 10,000	
Property damage (up to 10% of the sum guaranteed)	up to EUR 1,000	
Bodily injuries	up to EUR 10,000	
SPORTS EQUIPMENT	up to EUR 700	
COSTS OF RESIGNATION FROM OR DISCONTINUATION OF A TOURIST EVENT	price for the event – no more than EUR 4,000 per person	

Coverage

§ 35

1. Unless the master insurance contract provides otherwise, the coverage for:
 - 1) medical expenses and immediate assistance, consequences of accidents, travel luggage, third-party liability and sports equipment:
 - a) commences as of the moment when the Insured crosses the border of the Republic of Poland or the country of residence during a trip abroad as part of a tourist event, but not earlier than at the start of the day which the participation contract designates as the tourist event start date, and in the case of tourist events “with participants’ own transport” commences x days (specified by the Insured) before the actual start date of the tourist event as specified in the participation contract, but not earlier than at the moment when the Insured crosses the border of the Republic of Poland or the country of residence, unless the Insured pays the premium for the period of own transport,
 - b) ends as of the moment when the Insured completes their return trip from abroad – crosses the border of the Republic of Poland or the country of residence, but not later than upon the lapse of the day which the participation contract designates as the tourist event end date, and in the case of tourist events “with participants’ own transport” ends as of the moment when the Insured completes their return trip from abroad – crosses the border of the Republic of Poland or the country of residence, but not later than x days (specified by the Insured) after the actual end date of the tourist

- event as specified in the participation contract, unless the Insured pays the premium for the period of own transport;
- 2) the costs of resignation or early return from a tourist event – commences as of the day of conclusion of the tourist event participation contract, and ends as of the tourist event end date, but not later than the end date of the tourist event specified in the tourist event participation contract.
2. The insurance period is specified in the insurance contract.
3. The insurance term can be extended only prior to its expiry and requires that a new insurance certificate be issued.
4. The liability of the Insurance Company only covers insurance incidents that occur during the period when relevant coverage applies.

Withdrawal from the master insurance contract

§ 36

1. If the master insurance contract is concluded for a term longer than 6 months, the Policyholder has the right to rescind the master insurance contract within 30 days and, if the Policyholder is an entrepreneur, within 7 days after the contract date. If the Insurance Company has not informed the Policyholder being a consumer about the right to rescind the contract at the latest upon the conclusion of the contract, the time limit of 30 days shall be counted from the day when the Policyholder being a consumer became aware of that right. Withdrawal from the master insurance contract shall not release the Policyholder from the obligation to pay the insurance premium for the period when the Insurance Company provided coverage.
2. The notice of withdrawal from the master insurance contract must be given in writing to be effective.

§ 37

The termination of the master insurance contract does not limit the coverage under insurance contracts that have been concluded based thereon.

Premium

§ 38

1. The premium shall be calculated based on the current premium tariff of the Insurance Company.
2. The insurance premium depends in particular on the period of insurance, scope of insurance, territory, the sum insured and the sum guaranteed.
3. The premium is determined in EUR.
4. The premium is paid in PLN, in the amount equivalent to the amount denominated in EUR, converted according to the average exchange rate from the last table of the National Bank of Poland applicable on the last day of the month preceding the month of the insurance contract, to a designated bank account.
5. Against payment of an additional premium, the scope of insurance may be extended to include the risks related to:
 - 1) performing manual labour abroad (code: PF);
 - 2) practising high-risk sports (code: SWR);
 - 3) practising professional and competitive sports or participating in competitions, races, sports performances and trainings (code: WS);
 - 4) practising extreme sports (code: SE);
 - 5) consequences of chronic and malignant diseases (code: CP) for both medical expenses and consequences of accidents, as well as costs of resignation from or discontinuation of a tourist event;
 - 6) practising amateur summer and winter sports (code: AS).

Premium refund

§ 39

1. The Policyholder shall be refunded the premium for the period of unused coverage.
2. The premium is refunded in PLN, in the amount equivalent to the amount denominated in EUR, converted according to the average exchange rate from the last table of the National Bank of Poland applicable on the last day of the month preceding the month of entry into the insurance contract.

Determination and payment of compensation and benefits

§ 40

1. If the Insured failed to perform any obligation specified in these GTCI intentionally or due to gross negligence and this affected the scope of liability of the Insurance Company or the value of the benefit or compensation, the Insurance Company may refuse to pay compensation or the benefit insofar as failure to perform these obligations contributed to the exacerbation of damage or increased the value of the benefit awarded by the Insurance Company or prevented the Insurance Company from determining circumstances and consequences of the accident.
2. The legitimacy of claims, value of the benefit and amount of compensation shall be determined based on full documentation specified in these GTCI or indicated by the Insurance Company, submitted by the Insured, the Beneficiary or a third party.
3. Within 7 days from receipt of a notice about the occurrence of an incident covered by insurance, the Insurance Company shall inform the Policyholder or the Insured about this fact, provided that they were not the ones who gave that notice, and start the procedure concerning the determination of factual circumstances of an insured event, the legitimacy of claims and the amount of benefit or compensation, as well as shall inform the person filing a claim in writing or in any other form approved by that person about documents required in order to determine the liability of the Insurance Company or the amount of benefit or compensation, provided that this is necessary to continue the procedure. In the case of an insurance contract concluded on someone's behalf, the information about the occurrence of a fortuitous event may also be reported by the Insured or his/her heirs. In such case, the heir shall be treated as a beneficiary under the insurance contract.

The time limit mentioned above and the provisions of section 2 above shall not apply to assistance insurance (providing assistance to persons who are experiencing difficulties during a trip or during their absence from the place of residence), if the benefit is provided directly after reporting the fortuitous event covered by insurance or without determining the actual circumstances of the incident, legitimacy of claims and value of the benefit.

4. The Insurance Company shall pay the benefit or compensation due within 30 days from the date of being informed about the occurrence of an incident covered by insurance. If it is not possible to clarify the circumstances necessary to establish the entitlement to a benefit or compensation or its amount within the time limit mentioned in the previous sentence, the Insurance Company shall pay the benefit or compensation within 14 days from the day on which it became possible to clarify those circumstances while exercising due diligence.
5. If it is not possible to pay the benefit or compensation within time limits specified in section 4, the Insurance Company shall notify the claimant and the Insured – where the insurance contract is concluded on someone's behalf and provided that the Insured is not the claimant – about reasons due to which it is not possible to satisfy their claims in full or in part and pay the undisputed part of the benefit or compensation.
6. The benefit or compensation shall be paid in the territory of the Republic of Poland in PLN, according to an average exchange rate from the last table of the National Bank of Poland published at the incident date, to the Insured or the Beneficiary, except for costs directly refunded abroad to service providers as well as pecuniary benefits covered by assistance services or medical expenses, and benefits or compensation paid abroad for third-party liability.
7. If the benefit or compensation do not apply or apply in a different amount than the one defined in the submitted claim, the Insurance Company shall inform the claimant and the Insured – where the insurance contract is concluded on someone's behalf and provided that the Insured is not the claimant – of this fact in writing, indicating circumstances and legal grounds that justify the total or partial refusal to pay the benefit or compensation. The aforementioned information shall contain instruction regarding the option to seek claims in court.
8. If the person claiming the benefit or compensation does not agree with the findings of the Insurance Company as regards refusal to satisfy a claim or the amount of benefit or compensation, the said person may file a written appeal to the Insurance Company within 30 days after the receipt of notice.

Transfer of claims to the Insurance Company

§ 41

1. Claims of the Insured against a third party responsible for loss or damage shall be transferred to the Insurance Company on the day compensation is paid by the Insurance Company, up to the amount of the compensation paid.
2. A claim of the Insured against persons with whom the Insured maintains the same household shall not be transferred to the Insurance Company, unless the perpetrator caused the loss or damage intentionally.
3. In the case of an accident, the Insured shall secure the possibility of seeking claims for damages against persons responsible for the loss or damage.
4. If the Insured renounces a claim against the person responsible for loss or damage without the approval of the Insurance Company or performs obligations listed in section 3 inadequately, the Insurance Company shall be released from the obligation to perform insofar as this made it impossible to seek recourse claims against the person responsible for loss or damage. In case such situation is disclosed or occurs after the compensation is paid, the Insured shall return the part of compensation at the request of the Insurance Company, from which the Insurance Company would be released in accordance with the rules specified in the preceding sentence.

General exclusions of liability of the Insurance Company

§ 42

1. The Insurance Company shall not be held liable for losses or damage resulting from intentional activity or gross negligence or omission by the Insured, unless the payment of compensation in relevant circumstances corresponds to the principles of equity.
2. The Insurance Company shall not be held liable for losses or damage that occurred during a trip abroad, if it is undertaken by the Insured in order to undergo treatment.
3. The coverage provided by the Insurance Company shall not extend to incidents resulting from:
 - 1) warfare, acts of terror, martial law, state of emergency or participation of the Insured in riots, disturbances, strikes, manifestations, road blockades and struggles, on the proviso that the insurance cover applies during a trip abroad to injuries sustained by the Insured as a result of warfare, acts of terror or civil war; the aforementioned coverage shall expire upon end of the 7th day after the commencement of war, acts of terror or civil war in the country where the Insured is staying; liability of the Insurance Company shall not apply, however, when a trip abroad is made to the country where war or civil war is in progress as well as when the Insured takes an active part in war, acts of terror or civil war; the Insurance Company's coverage shall also not extend to accidents caused by nuclear, biological or chemical weapons;
 - 2) participation in bets;
 - 3) mental illness, mental retardation or mental disorders of the Insured and the consequences thereof;
 - 4) fit of convulsion or epileptic seizure;
 - 5) an accident caused due to the intoxication of the Insured or the consumption of narcotics, drugs, psychotropic substances or substitute substances (within the meaning of provisions laid down in the Act of 29 July 2005 on Counteracting Drug Addiction), or medications not prescribed by a physician or use against physician's recommendations, driving a vehicle without qualifications required under the law of the relevant country or an attempt to commit a crime by the Insured or a crime committed by the Insured;
 - 6) participation in motor vehicle and motorboat races, driving on the sections used for fast driving, rallies as well as driving motor vehicles in any other way involving rivalry, in spite of payment of an additional premium to insure high-risk sports;
 - 7) accidents in which the Insured was involved when participating in events as a driver or a passenger of a motor vehicle, including any drills or training related to these events and aimed to reach the highest speed possible;

- 8) plane crash, if the Insured was a pilot or a passenger of an airplane of unlicensed airlines;
- 9) active service of the Insured in armed forces;
- 10) suicide, attempted suicide or self-mutilation by the Insured;
- 11) skiing or snowboarding outside pistes or designated ski runs, unless an additional premium has been paid to insure high-risk sports (code: SWR).

General obligations of the Policyholder and the Insured

§ 43

1. The Policyholder and the Insured are obliged to disclose to the Insurance Company all the circumstances known to them about which the Insurance Company inquired in the offer (application) form or in other written correspondence prior to the conclusion of an insurance contract. If the Policyholder concludes an insurance contract through a representative, this obligation also rests with that representative and pertains additionally to any other circumstances known to the said representative. If the Insurance Company enters into insurance contracts despite the lack of response to specific questions, the omitted circumstances shall be deemed irrelevant.
2. Throughout the entire term of the insurance contract, the Policyholder shall report changes to circumstances referred to in section 1. The Policyholder shall report these changes to the Insurance Company immediately after becoming aware of them.
3. If the insurance contract is concluded for the account of a third party, obligations mentioned in sections 1 and 2 above shall rest on both the Policyholder and the Insured, unless the Insured was not aware that an insurance contract has been concluded for his/her account.
4. The Insurance Company shall not be held liable for the consequences of circumstances of which the Insurance Company has not been made aware in violation of section 1 to 3. If sections 1 to 3 were violated due to wilful misconduct, in case of doubt it is assumed that the insured event provided for in the insurance contract and its consequences are the result of circumstances referred to in the previous sentence.
5. The Policyholder shall pay the premium in the amount and by the due date specified in the master insurance contract.
6. In the case of an insurance contract concluded for the account of a third party, and where it is necessary to obtain consent from the Insured to grant them coverage or if the Insured agrees to finance the insurance premium, the Policyholder shall provide all stakeholders with the general terms and conditions of insurance with annexes prior to their entry into the insurance contract, either in written form or – if the stakeholder agrees thereto – on any other durable medium.

Obligations of the Insured and procedure connected with medical expenses insurance and immediate assistance insurance and with accident insurance

§ 44

1. The Insured shall prevent the exacerbation of loss or damage, where possible, and mitigate its consequences.
2. In case of an incident covered by an insurance contract, the Insured or the person acting on their behalf shall:
 - 1) before taking any actions on their own and without delay – in any case not later than within 48 hours from the incident resulting in the liability of the Insurance Company – request assistance from the Emergency Centre by phone; the phone number of the Emergency Centre is given on the certificate that confirms conclusion of the insurance contract, the number is available 24/7; information is provided in Polish;
 - 2) explain the circumstances of the Insured in detail to an employee of the Emergency Centre and provide necessary insurance information, i.e.:
 - a) policy number,
 - b) full name of the Insured,
 - c) telephone number to be used by the Emergency Centre to contact the Insured or their representative;

- 3) provide the Emergency Centre physicians access to all medical information, insofar as necessary;
 - 4) observe the recommendations of the Emergency Centre by providing information and the necessary powers of attorney;
 - 5) enable the Emergency Centre to take measures required to determine the circumstances of loss or damage and legitimacy and amount of a claim as well as provide the necessary help and explanations.
3. In order for the costs of hospital and outpatient treatment as well as the costs of medical transport and the transport of remains to be covered, it is necessary to contact the Emergency Centre.
 4. If the Insured failed to perform the obligations referred to in section 2 and if the Insured incurred costs of medical treatment or immediate assistance at the place of incident, the Insured shall file a claim to the Insurance Company in writing within 7 days from the return to the Republic of Poland or the country of residence. Documentation shall be sent to the address of the Insurance Company specified on the insurance certificate.
If the obligations specified above are violated due to wilful misconduct or gross negligence, the Insurance Company may reduce the benefit to the extent this violation contributed to the exacerbation of loss or damage or made it impossible for the Insurance Company to determine circumstances and consequences of the accident.
 5. The report of a claim for the payment of benefit or compensation under the insurance of medical and immediate assistance expenses must contain:
 - 1) the master insurance contract number as specified on the insurance certificate;
 - 2) a detailed description of circumstances of the incident;
 - 3) a medical opinion describing the type and nature of injuries, including a detailed diagnosis and the prescribed treatment;
 - 4) all invoices, bills and hospital reports that will make it possible for the Insurance Company to determine total costs of treatment incurred by the Insured.
 6. In the event of an accident, the Insured shall:
 - 1) obtain medical records providing a medical diagnosis;
 - 2) within 7 days after the return to the Republic of Poland or the country of residence – notify the Insurance Company of the accident by delivering:
 - a) an accurately filled out accident report form, including in particular the circumstances of the accident,
 - b) documents required to determine the legitimacy and amount of the benefit, including medical records from the place of accident confirming the circumstances of the accident and the type of injury and – in the case of absence of such records – other evidence confirming that the accident occurred during a trip abroad, a document qualifying to drive a vehicle, original copies of bills paid.
 7. If the Insured dies, the named Beneficiary shall submit, apart from documents set out in section 6, an identity card and a copy of death certificate, and where no such person has been named – a family member claiming the benefit shall submit documents confirming kinship or affinity with the Insured.
 8. At the request of the Insurance Company, the Insured shall:
 - 1) undergo medical or diagnostic examinations with minimum risk, excluding genetic examinations, to determine health condition or the degree of permanent disability or health impairment; the costs of these examinations shall be borne by the Insurance Company;
 - 2) make results of these examinations or medical records concerning the course of treatment available to the Insurance Company or give consent for the Insurance Company to apply to relevant persons or institutions to make this data or these documents available;
 - 3) give the Insurance Company written consent to apply to entities providing health services to the Insured for information connected with verification of the data submitted by the Insured regarding his/her health condition, determine the right to the benefit under the insurance contract and the amount of the benefit, as well as release these entities from the obligation to keep information on health services provided to the Insured confidential.

Obligations of the Insured and procedure in the case of loss or damage covered by travel luggage and sports equipment insurance

§ 45

1. The Insured shall comply with the provisions that are aimed to prevent the occurrence of losses or damage, and especially must exercise due diligence when protecting property.
2. The Insured shall be entitled to compensation for loss of travel luggage and sports equipment provided that the travel luggage and/or sports equipment is not recovered by the Insured. If the travel luggage and/or sports equipment for which compensation has been paid is recovered by the Insured in immaculate condition, the Insured shall return the amount of compensation received and the Insurance Company shall cover only the necessary costs connected with recovery of travel luggage and/or sports equipment (but not exceeding the compensation amount that would be due if travel luggage and/or sports equipment was not recovered).
3. In the event of loss or damage, the Insured shall
 - 1) prevent the exacerbation of loss or damage;
 - 2) secure evidence confirming the occurrence of loss or damage, in the case of loss, destruction of and damage to the luggage or sports equipment;
 - 3) secure the destroyed or damaged items so that they can be inspected by a representative of the Insurance Company;
 - 4) immediately, but not later than within 24 hours after the incident, notify the police of each burglary, robbery or loss of insured items and obtain a written confirmation of this fact with specification of the lost items (type and quantity) and their value;
 - 5) inform a competent carrier or managers of a hotel, holiday house, campsite, etc. of each instance of loss or damage that was caused in a public means of transport or in a place of accommodation and obtain a written confirmation of this fact with specification of the lost items (type, quantity) and their value;
 - 6) obtain a written confirmation of the damage with specification of the lost items (type, quantity) from competent authorities should the items be entirely or partially destroyed as a result of a fortuitous event or a rescue operation; submit a claim for compensation to the Insurance Company within 7 days after the return to the Republic of Poland or the country of residence; in the case of violation of the obligations specified above due to wilful misconduct or gross negligence, the Insurance Company may reduce the benefit to the extent this violation contributed to the exacerbation of loss or damage or made it impossible for the Insurance Company to determine circumstances and consequences of the accident;
 - 7) make certain to include the following in the report:
 - a) policy number,
 - b) a detailed description of circumstances of the loss or damage,
 - c) a list of damaged or lost items, specifying their value and year of purchase,
 - d) evidence confirming the loss, destruction of or damage to travel luggage or sports equipment,
 - e) in the case of damage to or destruction of sports equipment – bills for repair, provided that all repairs are handled in the Republic of Poland, regardless of where the damage has occurred,
 - f) proof confirming the purchase of sports equipment.
 - 8) keep the sports equipment that has been damaged or destroyed for inspection by the Insurance Company (if any).

Obligations of the Insured and procedure in the case of loss or damage covered by third-party liability insurance

§ 46

1. The Insured shall prevent the exacerbation of loss or damage, where possible, and mitigate its consequences.
2. If the Insured is informed about court proceedings being instituted against them, the Insured shall notify the Insurance Company to this effect, even if the insured incident has already been reported.

3. The Insurance Company shall not be held liable for costs resulting from lack of consent of the Insured to enter into an out-of-court settlement with the aggrieved party or satisfy the aggrieved party's claims.
4. After each incident resulting in damage being caused by the Insured, the Insured shall:
 - 1) immediately notify the Emergency Centre, but not later than within 7 days after the occurrence of an incident that may result in third party liability, and abide by the recommendations of the Emergency Centre; in the case of violation of the obligations specified above due to wilful misconduct or gross negligence, the Insurance Company may reduce the benefit to the extent this violation contributed to the exacerbation of loss or damage or made it impossible for the Insurance Company to determine circumstances and consequences of the accident;
 - 2) not accept or satisfy the claims of the aggrieved party without the consent of the Emergency Centre nor enter into any agreements or settlements with the aggrieved party regarding their claims;
 - 3) authorise the person indicated by the Emergency Centre to manage the case or appeal to a civil court, if the aggrieved party has taken legal action against the Insured, if such a request is made by the Emergency Centre;
 - 4) provide the Emergency Centre with any summons, lawsuit and other procedural writs delivered to the Insured as soon as they are received;

Obligations of the Insured and procedure in the case of resignation from or discontinuation of a tourist event

§ 47

1. If it is necessary to resign from a tourist event, the Insured shall immediately and not later than within 2 days after the incident necessitating the cancellation of the event, notify the tourist event organiser about this fact in writing. Failure to notify within that time may result in the limitation of the benefit to the amount corresponding to the costs of resignation from the event which the event organiser would have applied as at the incident date.
2. The Insured is obliged to notify the Insurance Company in writing that they have to resign from a tourist event within 7 days of the incident mentioned in § 27 (5). If the obligations specified above are violated due to wilful misconduct or gross negligence, the Insurance Company may reduce the benefit to the extent this violation contributed to the exacerbation of loss or damage or made it impossible for the Insurance Company to determine circumstances and consequences of the accident.
3. Along with the notification on resignation from a tourist event referred to in section 2, the Insured shall submit all documents necessary to assess the validity of their claim, in particular the original copies of:
 - 1) the tourist event participation contract along with a copy of the applicable terms and conditions of participation in the tourist event;
 - 2) a confirmation of payment of the event costs;
 - 3) a statement concerning the cancellation of the event, certified by the travel agency;
 - 4) documents confirming the amount of the refund issued by the travel agency on behalf of the event organiser;
 - 5) medical records;
 - 6) confirmation of the employer that the Insured is on sick leave;
 - 7) any other official documentation related to the Insured being summoned by state administration authorities.
4. If it is necessary to discontinue participation in a tourist event, the Insured shall immediately, but not later than within 2 days from the incident necessitating the discontinuation, notify the Insurance Company of such need and the reasons for early return (but in any case before the Insured embarks on the return trip) and obtain a commitment that the costs of early return will be covered. If the obligations specified above are violated due to wilful misconduct or gross negligence, the Insurance Company may reduce the benefit to the extent this violation contributed to the exacerbation of

loss or damage or made it impossible for the Insurance Company to determine circumstances and consequences of the accident.

5. In order to obtain a commitment that the costs of discontinuation of a tourist event will be covered, the Insured must follow the guidelines of the Emergency Centre.

Obligations of the Insurance Company

§ 48

1. The Insurance Company is obliged to perform its obligations under an insurance contract and provided by law in an appropriate and timely manner, in particular to provide a benefit if an insurance incident has taken place.
2. The Insurance Company is obliged to provide the Policyholder and the Insured in writing or, if the stakeholder agrees thereto, on any other durable medium, the text of the GTCI prior to the conclusion of the insurance contract, and also provide the Policyholder with the policy or a document confirming the execution of the insurance contract. The Insurance Company issues certificates for the Insured.

Complaints, claims and grievances

§ 49

1. Any natural person who is the Policyholder, Insured or a person entitled under the insurance contract as well as any legal person or company without a legal personality who is the Policyholder, Insured or applicant for insurance coverage may lodge complaints.
2. In the case of natural persons, a complaint means a notice, including plaint and grievance, lodged to the Insurance Company as a financial market entity, containing reservations regarding services provided by the Insurance Company, excluding notices submitted by natural persons who are customers of insurance brokers or insurance agents or agents offering supplementary insurance who perform agency services for more than one insurance company to the extent of the same type of insurance, in accordance with the annex to the Act of 11 September 2015 on Insurance and Reinsurance Activities, containing reservations regarding those entities to the extent unrelated to the granted insurance coverage.
3. In the case of legal persons or companies without legal personality, complaint means a notice, including plaint and grievance, lodged to the Insurance Company as a financial market entity, containing reservations regarding services provided by the Insurance Company, excluding notices concerning insurance brokers or insurance agents or agents offering supplementary insurance who perform agency services for more than one insurance company to the extent of the same type of insurance, in accordance with the annex to the Act of 11 September 2015 on Insurance and Reinsurance Activities, containing reservations regarding those entities to the extent unrelated to the granted insurance coverage.
4. Complaints referred to above may be lodged as follows:
 - electronically to the following e-mail address: ubezpieczenia.korporacyjne@uniqa.pl,
 - in writing – in person at the registered office of the Insurance Company or by mail sent to the address of the registered office of UNIQA Towarzystwo Ubezpieczeń S.A., ul. Chłodna 51, 00-867 Warszawa,
 - orally – by phone at +48 22 555 04 45 (calls charged according to the operator's tariff) or in person during a visit at a unit of the Insurance Company.
5. Complaints shall be addressed to the Management Board of the Insurance Company. Complaints may be lodged at any unit of the Insurance Company that provides customer service.
6. The Insurance Company shall respond to a complaint in writing or using another durable medium or – in the case of complaints lodged by a natural person – by e-mail, if the natural person who lodged the complaint files a request to provide a response in this form. In addition, at the request of the complaining party, the Insurance Company shall confirm the complaint submission in writing or in any other agreed form.

7. The lodging of a complaint immediately after becoming aware of any reservations will facilitate and streamline its reliable handling.
8. If the Insurance Company does not have any contact details of the complaining party, it is necessary to provide the following information when lodging a complaint: first name, surname, correspondence address, e-mail address (if such form of contact is chosen) and – in the case of legal persons or companies without legal personality – business name.
9. Response to the company shall be given by the Insurance Company without undue delay, but in any case not later than 30 days after the date of complaint.
10. In particularly complex cases where it is not possible to handle a complaint and provide a reply within the period of 30 days, the Insurance Company shall notify the complaining party about the reason for its inability to handle the complaint within the same 30-day period. If this is the case, the Insurance Company shall respond to the complaint within 60 days after its receipt at the latest.
11. If the natural person lodging the complaint does not agree with the Insurance Company's position given in the response to their complaint, they may apply for the case to be examined by the Financial Ombudsman and take legal action against the Insurance Company to the common court competent pursuant to § 50.
12. Pursuant to Article 31 of the Act of 23 September 2016 on Out-of-court Resolution of Consumer Disputes, we inform you that the entity authorised to conduct proceedings in cases of out-of-court consumer dispute resolution within the meaning of the Act mentioned above is the Financial Ombudsman (Al. Jerozolimskie 87, 02-001 Warsaw; www.rf.gov.pl).
13. A client who is a consumer may also request assistance from a locally competent District (Municipal) Consumer Ombudsman.
14. Entities who do not have the right to lodge a complaint pursuant to the provisions of sections 1 to 3 above have the right to file a plaint or grievance. The provisions of section 4 to 9 and 13 shall apply accordingly to plaints and grievances filed by the said entities, with the stipulation that in particularly complex cases where it is not possible to handle a plaint or grievance and provide a reply within the period of 30 days, the Insurance Company shall notify the complaining party about the reason for its inability to handle the plaint or grievance within the same 30-day period and in such case provide a reply to the relevant plaint or grievance within 90 days from its receipt.
15. The Insurance Company is subject to the supervision of the Polish Financial Supervision Authority.

Court competent for dispute resolution

§ 50

1. An action concerning claims resulting from the insurance contract may be brought either in accordance with general regulations or before a court having jurisdiction over the place of residence or registered office of the Policyholder, the Insured or the Beneficiary of the insurance contract.
2. An action concerning claims resulting from the insurance contract may be brought in accordance with general regulations or before a court having jurisdiction over the place of residence of an heir of the Insured or an heir of the Beneficiary of the insurance contract.

Final provisions

§ 51

All notices and statements addressed to the Insurance Company must be made in writing.

§ 52

All matters not regulated in these GTCI shall be governed by relevant provisions of Polish law.

§ 53

These GTCI have been approved by way of Resolution of the Management Board dated 12 January 2021.